

To: Finnvera Group  
(as defined below)

cc: Finnvera plc  
Large Corporates  
P.O. Box 1010  
00101 HELSINKI

Dear Sirs/Madams,

### **Anti-Bribery Declaration of the Exporter**

Reference is made to the application(s) submitted to Finnvera plc ("Finnvera") and/or Finnish Export Credit Ltd ("FEC") (hereinafter together the "Finnvera Group") concerning the following export transaction (the "Export Transaction"):

Buyer	•
Description of project	•
Country	•

Whereas the Finnvera Group is bound by the Recommendation of the OECD Council on Bribery and Officially Supported Export Credits, which declares, *inter alia*, that officially supported export credits and export credit guarantees must not be granted with respect to export transactions where bribery has been involved. Therefore, we, the undersigned, in our capacity as the exporter in relation to the Export Transaction make the declarations and give the undertakings set out herein.

The declarations made and undertakings given herein are for the benefit of the Finnvera Group and, accordingly, each of Finnvera and FEC shall have an independent right to rely on this document and enforce its rights hereunder.

#### **1 Anti-Bribery Declaration**

We understand the importance of the development, application and documentation of appropriate anti-bribery management control systems. We understand that we shall comply with all relevant laws and regulations prohibiting bribery in the country of the Export Transaction.

We hereby declare and confirm that:

- (a) the information we have submitted or will submit, directly or through the relevant applicant, to the Finnvera Group concerning the Export Transaction and all costs and expenses related thereto is true and correct;
- (b) we have been informed and understand that promising, offering or giving a bribe to a domestic or foreign public official constitutes an offence under Chapter 16 of the Finnish Penal Code (39/1889, as amended) and that promising, offering or giving a bribe in the private sector constitutes an offence under Chapter 30 of the Finnish Penal Code;
- (c) neither we nor any natural or legal person acting under any capacity in our name or on our account has promised, offered or given or will promise, offer or give any bribe to a domestic or foreign public official or in the private sector in connection with the Export Transaction;
- (d) neither we nor, to the best of our knowledge based on reasonable examination, any natural or legal person acting under any capacity in our name or on our account in connection with the Export Transaction are currently under charge in any court or formally under investigation by public prosecutors for violation of laws against bribery in any country;
- (e) neither we nor, to the best of our knowledge based on reasonable examination, any natural or legal person acting under any capacity in our name or on our account in connection with the Export Transaction have, within a five-year period preceding the application, been convicted in any court or been subject to equivalent administrative measures for violation of laws against bribery of any country or been found as part of a publicly available arbitration award to have been engaged in bribery;
- (f) all commissions and fees paid, or agreed to be paid, to any natural or legal person acting under any capacity in our name or on our account in connection with the Export Transaction are, or will be, for legitimate services only; and that
- (g) neither we nor, to the best of our knowledge based on reasonable examination, any natural or legal person acting under any capacity in our name or on our account in connection with the Export Transaction have been listed on the publicly available debarment lists of any of World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, and Inter-American Development Bank.

## **2 Undertakings**

### **2.1 Information Undertaking**

We hereby undertake that we upon demand will disclose to the Finnvera Group:

- (i) the identity of any natural or legal persons acting in our name or on our account in connection with the Export Transaction;
- (ii) the amount and purpose of commissions and fees paid, or agreed to be paid, to such persons; and
- (iii) the country or jurisdiction in which the commissions and fees have been paid, or agreed to be paid.

## 2.2 Payment Undertaking

In the event that we or any natural or legal person acting under any capacity in our name or on our account are found, by a court of competent jurisdiction, to being or having been engaged in bribery within the meaning referred to in 1 (c) above, or it is otherwise indisputably proven that such person has been or is engaged in a comparable act, in each case in connection with the Export Transaction, we hereby undertake to

- (i) reimburse Finnvera for any amounts Finnvera has paid or shall be required to pay under the terms and conditions of the export credit guarantee relating to the Export Transaction and any costs and expenses incurred in connection with such export credit guarantee (all such amounts together the "Indemnification") and pay annual interest on the amount of Indemnification, starting from the date of payment, at the interest rate referred to in Section 4 Subsection 1 of the Interest Rate Act (633/1982 as amended); and to
- (ii) reimburse FEC for any interest subsidies already paid at the time of the termination of the payment of interest subsidies based on the second item of Subsection 1 of Section 17 of the Act on Officially Supported Export and Ship Credits and Interest Equalization (1543/2011 as amended, the "Act") and exceeding the interest compensation received by FEC or the State Treasury (the "Excess"), as applicable, and pay annual interest on the amount of interest subsidy paid, starting from the date of payment, at the interest rate referred to in Section 4 Subsection 1 of the Interest Rate Act.

In the event that there is more than one exporter, whose deliveries are being guaranteed and/or financed as part of the Export Transaction, our liability under points (i) and (ii) above, respectively, shall be limited to our Payment Proportion (as defined below) of the Indemnification and/or the Excess, as applicable.

For the purposes of this clause:

- (i) "interest subsidy" (in Finnish: "*korkotuki*") and "interest compensation" (in Finnish: "*korkohyvitys*") shall have the meaning assigned to them in the Act and shall be construed accordingly for the purposes of calculating any sum to be reimbursed as set out above; and
- (ii) "Payment Proportion" shall mean the proportion that the export credit amount to finance our export contract(s) (including any Finnvera guarantee premium relating to our export contract(s) and any related local costs) bears to the export credit amount to finance the total Export Transaction (including any Finnvera guarantee premium and any local costs).

## 3 Representations

We hereby represent and warrant that:

- (a) all corporate approvals have been obtained and corporate action taken as required to execute, deliver and perform this Anti-Bribery Declaration and our undertakings and obligations hereunder and such approvals and action are in full force and effect; and
- (b) the person(s) who have signed this Anti-Bribery Declaration have been duly authorized to sign on behalf of our company.

#### **4 Governing Law and Jurisdiction**

This Anti-Bribery Declaration and our undertakings and obligations hereunder are governed by Finnish law, excluding its choice of law provisions.

We hereby agree that any claim or dispute arising from this Anti-Bribery Declaration and our obligations hereunder may be settled by the District Court of Helsinki, and we hereby submit to the jurisdiction of such court.

Yours faithfully,

**[Official name of the Exporter]**

\_\_\_\_\_  
(Duly signed by the Exporter)  
Print name  
Print title

\_\_\_\_\_  
(Duly signed by the Exporter)  
Print name  
Print title

\_\_\_\_\_  
Place and Date