# *v2020-07-17*

# anti-corruption Declaration

*(to be completed by the borrower in case of direct \*buyer credit/project-risk buyer credit/tied aid*[[1]](#footnote-2)*)*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Present declaration is issued in accordance with the provisions of the *Recommendation of the OECD Council on Bribery and Officially Supported Export Credits* (referred to as: “**Recommendation**”) in connection with the buyer credit to be provided by Hungarian Export-Import Bank Private Limited Company (registered seat: 1065 Budapest, Nagymező utca 46-48., company registration Nr..: 01-10-042594, referred to as: „**Eximbank**”).

1. Undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (registered seat: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registry Nr.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, referred to as: “**Company**”) we hereby declare that neither our Company nor anyone, including employee, executive officer, any member entitled to representation, chief executive, member of the supervisory board, their proxy, or anybody acting on behalf of our Company
2. has engaged or will engage in any corrupt activity[[2]](#footnote-3),
3. is currently under charge in any court or to the best of our knowledge is formally under investigation by public prosecutors for violation of laws against bribery of any country,
4. has been convicted in any court for violation of laws against bribery of any country, been subject to equivalent measures or been found as part of a publicly available arbitral award to have engaged in bribery within a five-year period preceding the Borrower’s application to the \*buyer credit/tied aid[[3]](#footnote-4) to be provided by Eximbank

in connection with

1. the contract concluded by \*our Company /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (registered seat: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registry Nr.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)[[4]](#footnote-5) as buyer and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as supplier (registered seat: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registry Nr.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, referred to as “**Exporter**”) in the subject of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (referred to as “**Export Contract**”),
2. the \*buyer credit/tied aid[[5]](#footnote-6) agreement to be concludedbetween Eximbank and our Company in order to finance the Export Contract (referred to as: “**Agreement**”) and
3. the credit insurance contract to be concludedbetween the Hungarian Export Credit Insurance Private Limited Company (registered seat: 1065 Budapest, Nagymező utca 46-48., company registry Nr.: 01-10-042595, referred to as : **“MEHIB**”) and Eximbank to insure the claims arising from the Agreement (referred to as: “**Insurance Contract**”).

2. We declare that \*the Agreement and/or the Export Contract[[6]](#footnote-7) to be (was) concluded \*with/ without[[7]](#footnote-8) an Agent’s contribution. (Agent means any natural or legal person acting on behalf of our Company, referred to as: “**Agent**”)

If \*the Agreement and/or the Export Contract[[8]](#footnote-9) to be (was) concluded with an Agent’s contribution:

The (company) name and seat of the Agent:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The amount of the Agent's commission (fees): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The purpose of the Agent’s commission (fees): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The country or jurisdiction in which the commission (fees) have been paid or agreed to be paid: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We declare that any commission (fees) paid or agreed to be paid to an Agent in connection with \*the Agreement and/or the Export Contract[[9]](#footnote-10) is or will be for legitimate services only. We furthermore declare that the extent, purpose and place of payment of any commission paid or agreed to be paid to an agent in connection with \*the Agreement and/or the Export Contract[[10]](#footnote-11) is or will be usual (proportionate, rational, legal) in business.

Should Eximbank requires we forward to Eximbank the agency contract and vest Eximbank and MEHIB with the right to examine the content of the agency agreement connected to \*the Agreement and/or the Export Contract[[11]](#footnote-12) and acknowledge that based on such examination Eximbank may deny to conclude the Agreement and MEHIB may deny to conclude the Insurance Contract.

3. We acknowledge that in case a reasonable suspicion occurs that our Company, anyone, including employee, executive officer, any member entitled to representation, chief executive, member of the supervisory board, their proxy, or anybody acting on behalf of our Company (including an Agent) is engaged in corrupt activity, Eximbank and MEHIB shall be entitled to notify law enforcement authorities.

We acknowledge that in case a reasonable suspicion occurs that our Company, anyone, including employee, executive officer, any member entitled to representation, chief executive, member of the supervisory board, their proxy, or anybody acting on behalf of our Company (including an Agent), the Exporter, any relevant parties as defined in the Recommendation or any natural or legal person acting on behalf of the aforementioned persons

1. is engaged in corrupt activity and/or
2. commencement of the legal procedures set forth in Section 1 against any of them and/or
3. acceptance of a final judgement in the legal procedures set forth in Section 1 against any of them,

in connection with the Agreement and/or the Export Contract Eximbank shall be entitled to

1. reject the conclusion of the Agreement,
2. suspend any disbursements under the Agreement and
3. terminate the Agreement with immediate effect and seek recourse, or exercise its right for mandatory prepayment,

while MEHIB shall be entitled to

1. reject the conclusion of the Insurance Contract,
2. suspend providing insurance cover,
3. deny indemnification and
4. refund of sums provided.

4. We agree to notify Eximbank without delay if we become aware of any change of data and/or circumstances set out in the present declaration.

5. We acknowledge that Eximbank may request any further information related to this declaration. We undertake to provide all required information in order the Borrower may acquire \*buyer credit/tied aid.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(company name of the buyer)

Borrower

(name) (name)

(title) (title)

1. Please underline the appropriate part or delete the irrelevant part. [↑](#footnote-ref-2)
2. Corrupt activity under Hungarian jurisdiction means commitment of a criminal offence or other unlawful act, or attempt of any of the followings, based on the following regulations of the Act C of 2012, on the Criminal Code of Hungary: : „Active Corruption”(section 290.); „Passive Corruption” (section 291.); „Active Corruption of Public Officials” (section 293.); „Passive Corruption of Public Officials” (section 294.); “Active Corruption in Court or Regulatory Proceedings” (section. 295.); „Passive Corruption in Court or Regulatory Proceedings” (section 296.); „Indirect Corruption” (section 298.); „Abuse of a Function” (section 299.); „Failure to Report Crimes of Corruption“ (section 300.). Corrupt activity under any other jurisdiction means bribery of foreign and domestic public officials and also bribery in the private sector if the latter is criminalized in the effected jurisdiction. [↑](#footnote-ref-3)
3. Please underline the appropriate part or delete the irrelevant part. [↑](#footnote-ref-4)
4. Please complete. [↑](#footnote-ref-5)
5. Please underline the appropriate part or delete the irrelevant part. [↑](#footnote-ref-6)
6. Please underline the appropriate part or delete the irrelevant part. [↑](#footnote-ref-7)
7. Please underline the appropriate part or delete the irrelevant part. [↑](#footnote-ref-8)
8. Please underline the appropriate part or delete the irrelevant part. [↑](#footnote-ref-9)
9. Please underline the appropriate part or delete the irrelevant part. [↑](#footnote-ref-10)
10. Please underline the appropriate part or delete the irrelevant part. [↑](#footnote-ref-11)
11. Please underline the appropriate part or delete the irrelevant part. [↑](#footnote-ref-12)