

BANK GUARANTEE TEMPLATE

ANNEX NO. 12 OF THE EETS DOMAIN STATEMENT

This document is an annex of the EETS Domain Statement; it serves as a template for the EETS Provider under an EETS Contract.

Document	Issued / Version	Status	Approved by, on
12_Bank Guarantee Template_eng	28.07.2022 / 1.0	Final version for publishing	Board of Directors, 19.07.2022

GUARANTEE CERTIFICATE

Creditor's identification data:

Name: Národná diaľničná spoločnosť, a. s. (hereinafter referred to as the “**Creditor**”)
Registered office: Dúbravská cesta 14, 841 04 Bratislava, Slovak Republic
Legal form: A joint-stock company incorporated in the Business Register of Bratislava I District Court;
Section: Sa; Insert No.: 3518/B
Company ID (IČO): 35 919 001
VAT ID (IČ DPH): SK2021937775

Bank Guarantee No: [*number/ref., to be added*]

We have been informed that, pursuant to the Contract for the Provision of a European Electronic Toll Collection Service in the Slovak Republic No. [*Contract number*], concluded on [*date*] (hereinafter referred to as the “**Contract**”) between yourself and the company and [*Company business name*], ID: [***], with registered office at [*Address of the registered office*], entered in the Business Register kept by [*Court*] in [***], Section [***], Insert [***] (hereinafter referred to as the “**Client**”), a bank guarantee shall be provided for a compliance with the terms and conditions of the Contract, whereby the bank guarantee shall be maintained in force and effect throughout the term of the Contract, and shall be issued for a period of not less than twelve (12) months at all times.

This Bank Guarantee No. [***] (hereinafter referred to as the “**Bank Guarantee**”) is issued as irrevocable and unconditional, whereby We, [*Company of the Bank*], ID: [***], having its registered office at [*Address of the registered office*], registered in the Business Register kept by the [*court*] in [***], Section [***], Insert [***], undertake, upon the Client's order, to pay, without delay, without objection and on your first demand, any sum or sums up to the total amount of

Eur [***]

In words: [***]

(Hereinafter referred to as the “**Guaranteed Amount**”);

Within five (5) days after receipt of your written demand (hereinafter referred to as the “**Demand**”), which shall comply with all of the terms and conditions of this Guarantee Certificate and shall include

- a) the identification of: Yourself as the Creditor, the Client, the Contract, and the Bank Guarantee;
- b) Specification of the amount of the claim and the legal title of such claim, including a reference to the relevant provision of the Contract, under which the claim has arisen;
- c) The specific reason for the claim.

Each Call and/or declaration of exemption from obligations under the Bank Guarantee as referred to below shall be delivered to Us in paper form, to our address [*Address; to be added*], by registered mail, courier service or in person; it shall contain an officially certified handwritten signature of your statutory body or a person authorized by yourselves. In the case of signature by an authorized person, the original or an officially certified copy of the power of attorney with the officially certified signature of your statutory body must also be attached. Any other methods of submission and delivery of the Call and/or declaration of exemption from obligations under the Bank Guarantee are expressly excluded. No other documents will be required by Us as a condition for the payment of the required amount upon the Bank Guarantee.

The change of the above-mentioned address, to which the Call and/or the below-mentioned declaration of exemption from obligations under the Bank Guarantee shall be delivered to Us, shall be effective vis-à-vis

yourselves after five (5) working days from the day on which you receive our written notification of this address change.

The Guaranteed Amount is reduced by all payments made by Us based on the application of the Bank Guarantee.

This Bank Guarantee shall be valid and effective from the date of issue set forth below provided that it shall terminate automatically:

- a) On the day when the original of this Guarantee Certificate is delivered (returned) to Us; or
- b) On the day We receive your statement that you release us from all obligations under this Bank Guarantee and that you have no claims against Us arising thereunder; or
- c) Upon payment of the entire Guaranteed Amount; or
- d) On [**date; to be added**];

depending on which of the mentioned facts occurs first.

Your Call shall be delivered to the above address at the latest on the date of expiry of this Bank Guarantee, as stated above.

This Bank Guarantee is not transferable. This Bank Guarantee cannot be pledged. The right to apply the Bank Guarantee and the right to a payment under this Bank Guarantee can only be assigned together with the concurrent or previous assignment of rights under the Contract secured by this Bank Guarantee.

This Bank Guarantee is governed by the law of the Slovak Republic; it is subject to the "ICC Uniform Rules for Demand Guarantees" issued by the International Chamber of Commerce in Paris under the number 758. The courts of the Slovak Republic are competent to resolve any disputes arising under the Bank Guarantee.

After the expiration of this Bank Guarantee, please, return the original of this Guarantee Certificate to Us.

Issued in _____

Date _____

Signature(s) _____