

1 **BANK GUARANTEE NO.:**

2 for fulfilment of obligations in the System of Electronic Toll Collection issued for benefit of the Authorized Entity, which is Národná diaľničná spoločnosť, a.s., Dúbravská cesta 14, 841 04 Bratislava, recorded in the Companies Register of the District Court Bratislava I in section: Sa, insert no.: 3518/B, Company ID No.: 35 919 001, Tax ID No.: 2021937775, VAT ID No.: SK2021937775 (hereinafter referred to as the "Authorized Entity").

3 **Client**

4 Company name/ Business name/ First name and surname of the Vehicle Operator	
5 Company's registered office/ Permanent residence/ Place of business	
6 Company ID No.	
7 Record in the Companies Register (section, insert No.)	

8 (hereinafter referred to as the "Client")

9 **Bank**

10 Bank name	
11 Bank registered office	
12 Country	
13 BIC/ SWIFT	
14 Company ID No.	
15 VAT ID No.	
16 Record in the Companies Register (section, insert No.)	

17 (hereinafter referred to as the "Bank")

18 Based on the Client's request, the Bank hereby irrevocably undertakes to pay to the Authorized Entity upon its first written notice and without any objections any sum up to the maximum amount of

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20 within 5 (five) working days after the date of receiving the Authorized Entity's notice for payment, namely to any account that the Authorized Entity states in the notice.

21 The written notice of the Authorized Entity for payment has to include its declaration that:

22 **the Client** did not pay duly and in time its payment liabilities resulting from the Contract on the Use of Specified Road Sections and all of its subsequent amendments or did not meet any other liability pertaining to it within the Electronic Toll System according to Act No. 474/2013 Coll. on toll collection for the use of specified road sections of the road network and on amending certain acts as amended.

23 Every drawing of the guarantee will automatically decrease the amount of the Bank Guarantee by the sum paid out.

24 This guarantee is in force until: (dd-mm-yyyy)

(Force at least 12 months after the date of issuance.)

25 After this date, the guarantee automatically expires in full extent.

26 This guarantee automatically expires before the aforesaid date of the guarantee's force termination also as of the date when the Bank receives a written declaration of the Authorized Entity that it in full extent waives its title to fulfilment from this guarantee or by returning the original of this bank guarantee.

²⁷ Possible claims that arise based on this guarantee have to be applied at the Bank at the latest on the last working day of the Guarantee's force, whereby the written notice of the Authorized Entity for payment has to be delivered to the Bank:

²⁸ (i) via registered mail, courier or in person in the filing room to this address of the bank:

²⁹ or

(ii) via ciphered swift by the Authorized Entity's bank to the swift address of the Bank stated in this guarantee document (applicable only for Banks from outside of the Slovak Republic).

³⁰ For the purpose of identification and verification:

- (i) the Authorized Entity's bank has to certify that the signatures on the written notice of the Authorized Entity for payment / the written declaration of the Authorized Entity of waiving the title are legally binding for the Authorized Entity's company, or
- (ii) the signatures of the statutory representatives of the Authorized Entity on the written notice of the Authorized Entity for payment / on the written declaration of the Authorized Entity of waiving the title have to be officially certified and submitted to the Bank together with the original of the valid extract from the Companies Register of the Authorized Entity's company, not older than three (3) months, or
- (iii) the signatures of the person (persons) authorised to act on behalf of the Authorized Entity based on a power of attorney and stated on the written notice of the Authorized Entity for payment/ on the written declaration of the Authorized Entity of waiving the title as well as the signatures of the statutory representatives of the Authorized Entity stated on the power of attorney have to be officially certified and submitted to the Bank together with the original of the power of attorney and the original of the valid extract from the Companies Register of the Authorized Entity's company. The extract from the Companies Register cannot be older than three (3) months as at the date of issuance of the power of attorney.

³¹ Titles and receivables from the fulfilment of this guarantee can be ceded onto a third party only with a previous written consent of the Bank.

³² Any banking fees and expenses related to this guarantee are charged to the Client.

³³ This guarantee is governed by the legal order of the Slovak Republic and disputes arising from it are subject to the jurisdiction of courts of the Slovak Republic.

³⁴ In

³⁵ on