

Príloha 1: Vzor žiadosti o vystavenie bankovej záruky EBRD

[the guarantee application may be submitted by authenticated swift or signed original. the presentation of the guarantee application will be dependent on the form of transmission selected.]

to: european bank for reconstruction and development, london, england

attention: financial institutions team/trade facilitation programme

re: application for the issue of an ebrd guarantee

dear sirs,

we, [confirming bank - name and address/issuing bank - name and address]*, refer to the [issuing bank agreement/confirming bank agreement]* (the “agreement”) dated [date] between yourselves and the undersigned. terms defined therein have the same meanings when used in this letter. this letter is furnished pursuant to section 2.5 (guarantee application) of the agreement

(1) we request that you issue, in accordance with the provisions of the agreement, to [name and address of the confirming bank] /ourselves an ebrd guarantee in respect of the following eligible instrument:

(I) form of the eligible instrument, ref no:

(II) issuing bank:

(III) confirming bank:

(IV) stated face amount of the eligible instrument:

(V) date of issue of the eligible instrument:

(VI) expiry date:

(VII) terms of payment: [e.g. payable at sight, deferred payment period of xxx days after date of presentation of documents/shipment date , etc]:

(VIII) applicant: [name and address]

(IX) beneficiary: [name and address]

(X) description of the underlying goods/services/
commodities the subject of the eligible instrument:

(XI) [documents to be presented to the confirming bank by the beneficiary of the eligible instrument as the basis of its claim under the eligible instrument:] /[basis on which claims under the eligible instrument may be made:]

(2) the percentage of the stated face amount of that eligible instrument for which an ebrd guarantee is hereby requested is [percentage in words] percent (xx.xx%).

[(3) we hereby certify that:

(A) so far as we are aware, that eligible instrument reflects accurately the terms of an export or import of goods or services out of or into the [country of incorporation of issuing bank].

(B) [no event or circumstance has occurred or is existing which would or might restrict our ability to reimburse the bank which is to confirm the eligible instrument to which this request relates for payments made under that eligible instrument (or, as the case may be, make payment thereunder to the bank which is the beneficiary of the eligible instrument to which this request relates).]

(C) the eligible instrument to which this application relates and all related trade contracts are fully compliant with the commercial laws, tax regulations and central bank regulations in [country of incorporation of issuing bank] [and, to the best of our knowledge, with the commercial laws, tax regulations and central bank regulations in [country of applicant]] .

[(D) (1) the applicant of the eligible instrument is affiliated with the importer or the exporter in the trade transaction underlying the eligible instrument and such importer or exporter is incorporated in a country of operations or (2) the agreement relating to the opening of the eligible instrument has been guaranteed by an importer or exporter incorporated in a country of operations.]

[(E) the applicant of the eligible instrument and the beneficiary of the eligible instrument are not affiliated companies.]]

[(3)/(4)] we hereby represent that the eligible instrument for which an ebrd guarantee is hereby requested is not[, to the best of our knowledge and belief after due enquiry,] in respect of the export to or import from the countries of operations of any of the types of goods and commodities prohibited by section 3.2 (eligible goods and services) and annex 3 (tfp environmental and social exclusion list) of the agreement.

[(4)/(5)] we hereby confirm that we have performed cash flow based analysis and that the credit risk of the trade finance transaction relating to the eligible instrument for which an ebrd guarantee is hereby requested and the relevant contractor has been analysed and deemed by us to be an acceptable credit risk. we have obtained the necessary internal approvals to enter into this transaction and entry into this transaction has been duly authorised.

[(6)] we hereby undertake to retain copies of the eligible instrument referred to herein, the trade contracts relating to such eligible instrument and all documents provided to us in connection with such eligible instrument and underlying trade contract(s) at our premises for a period of at least eighteen (18) months following the expiry of the ebrd guarantee.

[(7)] we hereby confirm that we have carried out all “know your customer” and other similar checks with respect to the applicant as required by the laws of [country of applicant] (including, but not limited to, checks on money laundering, terrorism financing and tax evasion) and are satisfied that the applicant has passed all such checks and has fully complied with all applicable laws in this regard.

[(8)] we hereby confirm that: (a) we have not engaged in any prohibited practice in competing for, in executing or otherwise in connection with, an ebrd–financed contract; (b) no international financial institution has imposed any sanction on us for any prohibited practice; and (c) we have not authorised or permitted any of our officers, directors, authorised employees, affiliates, agents or representatives to engage in, with respect to any transactions contemplated by the agreement, any prohibited practice.

yours faithfully,

[issuing bank/confirming bank]¹

¹ Prameň: materiál poskytnutý OTP Bankou Slovensko a. s.

Príloha 2: Vzor bankovej záruky poskytovanej nadnárodnej banky EBRD

to: [the confirming bank]

by order of [issuing bank - name & address/confirming bank - name & address]*

we hereby open our irrevocable stand-by letter of credit no. xxxx in your favour under the terms of the letter of agreement between ourselves and yourselves dated ddmmyy (the “confirming bank agreement”). our irrevocable stand-by letter of credit is issued in support of the following instrument (the “**eligible instrument**”):

- (I) form of the eligible instrument, ref no:
- (II) issuing bank:
- (III) confirming bank:
- (IV) stated face amount of the eligible instrument:
- (V) date of issue/proposed date of issue of the eligible instrument:
- (VI) expiry date:
- (VII) terms of payment: [e.g. payable at sight, deferred payment period of xxx days after date of presentation of documents/shipment date , etc]:
- (VIII) applicant: [name and address]
- (IX) beneficiary: [name and address]
- (X) description of the underlying goods/services/commodities the subject of the eligible instrument:

Amount of the EBRD stand-by letter of credit: up to XXX XXX<XXX<XXX.00 (in words: [amount in words]) in aggregate and in any event no greater than xx.xx pct. of the stated face amount of the eligible instrument.

valid until: ddmmyy in london.

claims: payment will be made in accordance with the terms of the confirming bank agreement within fifteen (15) days after receipt by us of your notice of unpaid claim in the format, and accompanied by the enclosures, described in the confirming bank agreement (or, if that fifteenth (15th) day is not a business day in london and [financial centre of the

country of the ebrd guarantee currency], the next following business day) for the amount claimed in the notice of unpaid claim.

[only one/more than one]* notice of unpaid claim may be presented.

this stand-by letter of credit is subject to ucp 600 and shall be governed by and construed in accordance with the laws of england and wales.

European bank for reconstruction and development

* delete as appropriate.²

² Prameň: materiál poskytnutý OTP Bankou Slovensko a. s.

Príloha 3: Vzor bankovej akontačnej záruky

(obchodný názov/meno a priezvisko, sídlo/adresa/miesto podnikania beneficenta)

SOHAR Ltd

Azerbaijan

ID No.:

company registered in the Companies register of the District court,

Section:, Insert No.: *

(hereinafter as the “Beneficiary”)

Bank guarantee No.

We have been informed by Messrs. Vagonka, a.s. Slovakia, ID No.:, company registered in the Companies register of the District court, Section:, Insert No.:, (hereinafter as “our Client”**) that they have entered into a Contract No. Export contract wagons with you dated 31.12.2019 for the supply of 60 pcs of wagons at the total value of 39.000.000,00 EUR (hereinafter as the “Contract”). According to the aforesaid Contract you have to make an advance payment to the Supplier in the amount of EUR 6.800.000,00 being 20% of total value of the Contract, which is to be secured by a bank guarantee.

At the request of the Supplier we, AB Banka Slovensko, a.s., with its seat: Mrkvová 5, 800 00 Bratislava, Slovak Republic, ID No.: XX 000 999, company registered in the Companies register of the District court Bratislava I, Section: Sa, Insert No. XXX/B hereby guarantee and covenant to pay within five (5) business days following receipt from your first written demand, which shall include notice that the Supplier** has defaulted in its obligation resulting from the above-mentioned Contract indicating the details of such default (hereinafter “Demand for payment”). We furthermore covenant to pay said Demand for payment without examination of the underlying legal relationship and to waive all objections arising therefrom, the amount requested by you, up to and include a total guarantee amount not exceeding

[6.800.000] [eur] / [00,

in words [...] [eur] / [...],

altogether, to an account to be indicated by you in your Demand for payment.

Any documents presented under this guarantee have to be in the language of the guarantee.

This guarantee will come into force and become effective on the date on which the advance payment in full amount of 6.800.000 has been paid to the Supplier`s** account IBAN held with our bank with the number of this guarantee indicated therewith only.

The guarantee amount of this guarantee will be reduced automatically by each payment made by us as a result of a claim.

The guarantee amount of this guarantee will be automatically reduced by 20 % from the countervalue of documents presented under and as strictly fully complied with Documentary credit issued by AccessBank on 10.1.2020 in favor of Vagonka as for amount of eur 39.000.000,00 under reference No.11111111

This guarantee shall expire automatically on 31.12.2020 (hereinafter “expiry date”). Our liability under this guarantee will cease at its expiry date even if the guarantee deed is not returned to us. Your prospective claims must reach us on or before the above-mentioned expiry date.

In addition, this guarantee shall expire also:

- (a) on the date of delivery of Your written notification confirming that You release us from all our obligation entirely and that You give up all Your claims from this guarantee (hereinafter as “Release from obligation”), or
- (b) on the date on which the original of this document is returned to us, or
- (c) upon reduction of the guarantee amount to zero

whichever occurs earlier, but in any case on the above-mentioned expiry date at latest.

For the purpose of identification your written Demand for payment and/or your Release from obligation indicating the guarantee number shall be delivered to us in the following way:

(a) by letter delivered to address of our seat, where the signatures of the authorized signatories are verified by your bank, with its confirmation that the signatures are authentic and legally binding for you or legalized by notary, in that case must be presented also original of your extract from the Commercial Register, not older than one (1) month from the date of delivery of your written Demand for payment and/or your Release from obligation, or

(b) by authenticated SWIFT message through your bank, confirming that the signatures appearing on your Demand for payment and/or your Release from obligation are authentic and legally binding for you and the SWIFT message in its entirety and word for word conforms to your Demand for payment and/or Notification.

SWIFT message must be sent to our address ABBVSKBX.

This guarantee is personal to you and is not assignable.

This guarantee is subject of the Uniform Rules for Demand Guarantees (URDG) of the International Chamber of Commerce, 2010 Revision, Publication No. 758 which are binding for all parties. ³

³ Prameň: materiál poskytnutý OTP Bankou Slovensko a. s.

Príloha 4: Vzor bankovej výkonovej záruky

SOHAT Ltd

Azerbaijan

ID No.:

company registered in the Companies register of the District court,

Section:, Insert No.: *

(hereinafter as the “Beneficiary”)

Bank guarantee No.

We have been informed by Messrs. Vagonka ,a.s. Slovakia, ID No.:, company registered in the Companies register of the District court, Section:, Insert No., (hereinafter as “our Client”/“the Supplier”**) that they have entered into a Contract export of wagons with you dated 31.12.2019 for the supply of 60 pcs of wagons at the total value of 39.000.000,00 (hereinafter as the “Contract”). According to the aforesaid Contract fulfilment of obligation of our Client resulting from the Contract have to be secured by bank a guarantee in your favour.

At the request of the Supplier we, AB Bank Slovensko, a.s. , with its seat: Mrkvová 5, 800 00 Bratislava, Slovak Republic, ID No.: XX 000 111, company registered in the Companies register of the District court Bratislava I, Section: Sa, Insert No.: XXX/B hereby guarantee and covenant to pay within five (5) business days following receipt from your first written demand, which shall include notice that the Supplier** has defaulted in its obligation resulting from the above-mentioned Contract indicating the details of such default (hereinafter “Demand for payment”). We furthermore covenant to pay said Demand for payment without examination of the underlying legal relationship and to waive all objections arising therefrom, the amount requested by you, up to and include a total guaranteed amount not exceeding

[3.900.000 [eur] / [00],

in words [...] [eur] / [...],

altogether, to an account to be indicated by you in your Demand for payment.

Any documents presented under this guarantee have to be in the language of the guarantee.

The guaranteed amount of this guarantee will be reduced automatically by each payment made by us as a result of a claim.

This guarantee shall expire automatically on 31.12.2020 (hereinafter “expiry date”). Our liability under this guarantee will cease at its expiry date even if the guarantee deed is not returned to us. Your prospective claims must reach us on or before the above-mentioned expiry date.

In addition, this guarantee shall expire also:

- (a) on the date of delivery of Your written notification confirming that You release us from all our obligation entirely and that You give up all Your claims from this guarantee (hereinafter as “Release from obligation”), or
- (b) on the date on which the original of this document is returned to us, or
- (c) upon reduction of the guarantee amount to zero

whichever occurs earlier, but in any case on the above-mentioned expiry date at latest.

Our liability under this guarantee will also expire as soon as this letter of guarantee is returned to us, or upon its reduction to zero.)

For the purpose of identification your written Demand for payment and/or your Release from obligation indicating the guarantee number shall be delivered to us in the following way:

- (a) by letter delivered to address of our seat, where the signatures of the authorized signatories are verified by your bank, with its confirmation that the signatures are authentic and legally binding for you or legalized by notary, in that case must be presented also original of your extract from the Commercial Register, not older than one (1) month from the date of delivery of your written Demand for payment and/or your Release from obligation, or
- (b) by authenticated SWIFT message through your bank, confirming that the signatures appearing on your Demand for payment and/or your Release from obligation are authentic and legally binding for you and the SWIFT message in its entirety and word for word conforms to your Demand for payment and/or Notification.

SWIFT message must be sent to our address ABBVSKBX.

This guarantee is personal to you and is not assignable.

This guarantee is subject of the Uniform Rules for Demand Guarantees (URDG) of the International Chamber of Commerce, 2010 Revision, Publication No. 758 which are binding for all parties.

In Bratislava, on [...]

(názov banky)

.....⁴

⁴ Prameň: materiál poskytnutý OTP Bankou Slovensko a. s.

Príloha 5: Vzor bankovej protizáruky v rámci risk participácie EXIMBANKY na APG

issuing bank: EXIMBANKA Slovensko, a.s.

SWIFT: EXSKSKBX:

RECEIVING BANK: Ab Banka slovensko, a.s.

SWIFT: ABBVSKBX

MT 760

27: sequence of total

1/1

20: transaction reference number

.....

23: further identification

request

30: date

yymmdd

40c: applicable rules

urdg

77c: details of guarantee

dear sirs,

at the request of vagonka, a.s. , with its registered seat at, id no.
..... (hereinafter called 'applicant') and under our full risk and entire responsibility
and our counter-guarantee no. please issue your irrevocable, unconditional and
independent advance payment guarantee amounting to 3.900.000 eur, in favour of sohar ltd
azerbaian., with its registered seat at, id no.:
..... (hereinafter called 'the beneficiary') issued according to your standard
wording using the following conditions:

....

type of guarantee: advance payment guarantee

beneficiary: sohar ltd....., id no.:

amount of guarantee: 3.900.000 eur.

underlying contract: export contract wagons, concluded on 1.1.2020 between vagonka, s.a.
slovakia and sohar ltd, azerbaijan

expiry date of your guarantee: 31.12.2020

irrevocable, unconditional, independent

effective/operational clause: by settlement of an advance payment in amount of eur 3.900.000 held with ab banka slovensko, a.s.

applicable rules: urdg

.....

we, eximbanka. a.s. slovakia with its seat at,
id no.:, hereby irrevocably and unconditionally undertake to pay to you
any amount or amounts not exceeding in total the amount of 1.950.000,- eur (in words:
..... and ./100 euro) within three (3) working banking days upon receipt
by us of your first demand by authenticated swift message stating that you have received
from the beneficiary a valid claim for payment for amount of eurcomplying with the
terms and conditions of your above mentioned performance guarantee and that you are
obliged to pay . our liability to pay towards you represents 50 % only from the claimed
amount demanded by the beneficiary sohar ltd under your direct guarantee , however not
exceeding in total eur 3.900.000,00

.

in any case our counter-guarantee no. expires 15 days after expire of your
performance guarantee, but not later than dd mm 15.01.2021 and any claim thereunder
must be received by us on or before that day.

.

all your charges are for the account of your client.

.

this counter-guarantee is subject to the uniform rules for demand guarantees (urdg) 2010
revision, icc publication no. 758.

.

kindly confirm your action to us by authenticated swift message, quoting our ref. no.

.

this message is an operative instrument, no mail confirmation will follow.⁵

⁵ Prameň: materiál poskytnutý OTP Bankou Slovensko a. s.

Príloha 6: Vzor bankovej záruky upravenej o COVID-19, používanou českou garančnou a poisťovacou bankou (EGAP)

VZOR ZÁRUČNÍ LISTINY

Exportní garanční a pojišťovací společnost, a.s.

IČO 45279314

se sídlem Praha 1, Vodičkova 34/701, PSČ 111 21

sp. zn. B 1619 vedená u Městského soudu v Praze

zastoupena [BUDE DOPLNĚNO]

(dále jen „**Výstavce**“)

ZÁRUČNÍ LISTINA

Finanční záruka COVID-19 č. [BUDE DOPLNĚNO]/2020

Ve prospěch: **[BUDE DOPLNĚNO]**

IČO [BUDE DOPLNĚNO]

se sídlem [BUDE DOPLNĚNO]

sp. zn. [BUDE DOPLNĚNO] vedená u [BUDE DOPLNĚNO] soudu v [BUDE DOPLNĚNO]

(dále jen „**Úvěrující banka**“)

Na základě splnění podmínek vyplývajících ze smlouvy o poskytnutí finanční záruky uzavřené mezi Výstavcem, jakožto výstavcem, Úvěrující bankou, jakožto úvěrující bankou, a společností [BUDE DOPLNĚNO] IČO [BUDE DOPLNĚNO], se sídlem [BUDE DOPLNĚNO], sp. zn. [BUDE DOPLNĚNO] vedená u [BUDE DOPLNĚNO] soudu v [BUDE DOPLNĚNO], jakožto dlužníkem (dále jen „**Dlužník**“), dne [BUDE DOPLNĚNO] (dále jen „**Smlouva**“), tj. zejména splnění podmínek stanovených v Nařízení, jak je definováno ve Smlouvě,

se Vám my, jakožto Výstavce této záruční listiny, tímto neodvolatelně zavazujeme, že Vám vyplatíme na první výzvu a bez námitek jakoukoliv částku nebo částky, o kterou / které nás požádáte, a to až do celkové výše [BUDE DOPLNĚNO] % aktuální dlužné jistiny Úvěru, jak je definován ve Smlouvě, (dále jen „**Úvěr**“), ke dni Výzvy, jak je

definována níže, s jejímž splacením je Dlužník v prodlení (dále jen „**Zaručená částka**“), nejvýše však [BUDE DOPLNĚNO] Kč (dále jen „**Maximální plnění**“), a to do [30 (třiceti)] dnů po obdržení Vaší písemné výzvy, která bude v souladu se všemi podmínkami této Záruční listiny a bude obsahovat i Vaše písemné prohlášení, že Dlužník nesplnil svou povinnost ze Smlouvy o úvěru splatit jistinu nebo její část řádně a včas (dále jen „**Výzva**“). **Při stanovení výše Zaručené částky podle této záruční listiny se vychází z dlužné částky jistiny ke dni Výzvy v souladu s podmínkami Smlouvy.**

Výzva musí dále obsahovat číslo a datum vystavení záruční listiny, identifikaci Dlužníka, Smlouvy o úvěru (včetně data jejího uzavření), jak je definována ve Smlouvě, požadovanou částku plnění ze Záruky, částku dlužné jistiny ke dni Výzvy stanovené v souladu se Smlouvou a konkrétní vymezení nesplněné povinnosti ze Smlouvy o úvěru (včetně podpůrného dokumentu), číslo účtu pro výplatu plnění, variabilní a specifický symbol.

/podpurným dokumentem se rozumí: (čestné) prohlášení Úvěrující banky, že nedošlo ke změně Smlouvy o úvěru, a to zejména ustanovení týkajících se povinností Dlužníka a náležitostí Smlouvy o úvěru stanovených v čl. 3.2. Smlouvy; (čestné) prohlášení Úvěrující banky, že nedošlo z její strany k akceleraci Úvěru; (čestné) prohlášení Úvěrující banky, že nepodala návrh na zahájení insolvenčního řízení proti Dlužníkovi nebo se k takovému návrhu nepřipojila/.

Výzva nám musí být doručena v českém jazyce, v listinné podobě, a to na adresu našeho sídla nejpozději k níže uvedenému datu platnosti této záruky.

Výzva musí být vlastnoručně podepsána osobami oprávněnými Vás zastupovat a podpisy musí být úředně ověřeny. U podpisu každé takové osoby na Výzvě musí být rovněž uvedeno, zda je tato osoba statutárním orgánem, prokuristou či jiným oprávněným zástupcem Vaší společnosti. Spolu s vámi předkládanou Výzvou nám musí být předložen také originál nebo úředně ověřená kopie příslušného dokumentu prokazujícího oprávnění podepisující osoby Vás zastupovat (s výjimkou případů, kdy je toto oprávnění možné ověřit na základě veřejně přístupných údajů zveřejněných v příslušném veřejném rejstříku).

Maximální plnění se v souladu s podmínkami Smlouvy snižuje o každou námi provedenou platbu z této záruky, při snížení celkového úvěrového rámce Úvěru a dále při

snížení dlužné jistiny Úvěru. Vyplacením celé aktuální výše Zaručené částky záruka zaniká.

Tato záruka je účinná ode dne, kdy Vám bude doručena záruční listina, a je platná do [BUDE DOPLNĚNO] včetně. Uplynutím uvedeného dne tato záruka zaniká, a to i v případě, že tento den nebude pracovním dnem v místě pro doručení Výzvy. Den uplynutí platnosti je posledním dnem, kdy je možné u nás uplatnit Vaše případné platební nároky z této záruky, přičemž uplynutím tohoto dne tato záruka automaticky a zcela zanikne, a to zcela nezávisle na tom, zda nám bude záruční listina vrácena či nikoli.

Tato záruka zaniká i uplynutím dne, ve kterém nám bude doručen originál této záruční listiny, pokud tato skutečnost nastane před posledním dnem platnosti této záruky.

Tato záruka není převoditelná. Právo na plnění z této záruky nelze postoupit na třetí osobu ani jej zastavit.

[Tato záruční listina a veškerá práva a povinnosti z ní vyplývající se řídí zákonem č. 89/2012, občanský zákoník, ve znění pozdějších předpisů.]

Pravomoc a příslušnost rozhodovat veškeré spory v souvislosti s touto zárukou má soud příslušný podle místa sídla Výstavce.

Po ukončení platnosti této záruky nám vraťte originál této záruční listiny.

Praha, [BUDE DOPLNĚNO] 2020

Exportní garanční a pojišťovací společnost, a.s.⁶

⁶ Pramen: materiál poskytnutý OTP Bankou Slovensko a. s.