

Annex 5 – Model Bank Guarantee Security Deposit

NOTICE

Please complete the model bank guarantee by entering the *respective data* [...] according to the Frame Capacity Contract and/or the electronically submitted auction results.

Please note that the wording of the following model bank guarantee for security deposit **MUST NOT** be adapted. Due to non-discriminatory reasons we **CANNOT** allow any individual changes.

The “Maximum Guaranteed Amount” shall be inserted according to the General Terms and Conditions for Transmission Network Access of Gas Connect Austria GmbH. In case of collateralisation of several capacity contracts with a duration of a quarter or a year the total amount to be provided by the system user in form of a cash deposit or bank guarantee is limited with the highest security deposit of the collateralised capacity contracts according to Article IV Sec. 15 of the General Terms and Conditions for Transmission Network Access of Gas Connect Austria GmbH.

The issuing bank („Guarantor”) shall have a minimum rating of BBB- (Triple B minus) pursuant to the standards of the rating agency “Standard & Poor’s” respectively an equivalent minimum rating given by the rating agencies “Moody’s” or “Fitch”.

For further questions regarding bank guarantees please contact your responsible Key Account Manager.

Gas Connect Austria GmbH
Sales Transmission
FAO [*responsible Key Account Manager*]
Floridsdorfer Hauptstraße 1
1210 Vienna
Austria

This BANK GUARANTEE is issued today [*date*], by [*name, address, etc of the Bank*] („Guarantor”) in favour of Gas Connect Austria GmbH, Floridsdorfer Hauptstraße 1, 1210 Vienna, Austria („Gas Connect Austria“).

[*Name, address, etc of client*] („System User”) has successfully participated in (an) auction(s) of Gas Connect Austria. The bindingly booked capacity(ies) with a duration of more than one day (“Capacity Contract(s)”) has (have) the following OCB® - Reference: [*Auction Result Reference 1, Auction Result Reference 2, etc.*]. In accordance with the stipulations in the General Terms and Conditions for Transmission Network Access of Gas Connect Austria, the System User has to furnish a bank guarantee in order to secure the tariff payments to be made by the System User in consideration of the transportation services by Gas Connect Austria resulting from a successful participation in an auction of Gas Connect Austria and the bindingly booked capacity with a term of more than one day (“Capacity Contract”) as well as any liability of the System User resulting from this Capacity Contract.

Now, therefore, Guarantor herewith declares as follows:

1. The Guarantor irrevocably guarantees the payment of a maximum amount up to EUR [*amount to be inserted*] („Maximum Guaranteed Amount”) for all tariffs and other amounts, which may be due and payable at the relevant time by the System User or any of its successors in law pursuant to the Capacity Contract(s), fully and in due time to Gas Connect Austria in case the System User – for whatever reason – fails to pay such tariff and/or other amounts which pursuant to the Capacity Contract(s) are due and payable.
2. The Guarantor undertakes – upon first written demand by Gas Connect Austria – to pay to Gas Connect Austria immediately and unconditionally, without examination of the underlying contract and without objection, without off-set or counterclaim to pay the amount designated by Gas Connect Austria in the demand. Any such payment has to be effected within seven banking days after receipt of the demand. The amount payable has to include all amounts which Gas Connect Austria would have received if the System User had paid in time as well as all costs (judicial and extra-judicial) and expenses incurred by Gas Connect Austria in connection with the collection of the debt from the System User and/or Guarantor. Every payment has to be effected as directed by Gas Connect Austria.
3. All payments by Guarantor to Gas Connect Austria have to be made irrespective of any objection by the System User or any third party and in such a way that taxes, levies and other duties, deductions or withholdings of any kind are not for the account of Gas Connect Austria.

4. This Bank Guarantee is limited in time until [*to be inserted: the date falling six (6) months after termination of the Capacity Contract; in case of several Capacity Contracts six (6) months after termination of the Capacity Contract with the latest termination*] and expires on this date („end of effectiveness“). This Bank Guarantee shall be called upon in time if the demand pursuant to Point 2 has been posted on this day by registered letter to the Guarantor's address as indicated above.
5. This Guarantee is a continuing guarantee which shall be effective as of the date first written above and shall remain in full force and effect until the earliest of:
 - (i) the date this Guarantee is returned for cancellation; or
 - (ii) the date on which Guarantor has paid to Gas Connect Austria under this Guarantee an aggregate amount equal to the Maximum Guaranteed Amount; or
 - (iii) the end of effectiveness of this Guarantee.
6. Gas Connect Austria's rights under this Guarantee shall not be affected nor shall Guarantor be exonerated or discharged from its liabilities under this Guarantee by time or by any other concession being granted by Gas Connect Austria to the System User, by taking, holding, varying, non-enforcement or release by Gas Connect Austria of any other security for any of the payments which are guaranteed hereunder.
7. This Bank Guarantee is issued also for successors in law of the System User. Gas Connect Austria may transfer its position as beneficiary to any successor in law, together with relevant Contract rights, without the Guarantor's consent but upon prior written notification to the Guarantor. Legal succession of Guarantor shall be subject to explicit consent of Gas Connect Austria.
8. This Bank Guarantee is governed by and construed in accordance with the laws of Austria (excluding its rules and regulations governing conflict of laws and the UN Convention on the International sale of Goods).
9. All disputes arising out of or in connection with this Bank Guarantee shall be finally settled under the most recent version of the *Rules of Arbitration* of the International Chamber of Commerce (ICC) by three arbitrators appointed as follows: Both Gas Connect Austria and the Guarantor shall be entitled to nominate one arbitrator. The two arbitrators appointed in this way shall agree on the third arbitrator who shall be the chairman of the arbitration tribunal. The seat of the arbitration tribunal shall be Vienna, Austria. Language of the arbitration proceedings shall be German.

[signature of the Bank]