**ENGLISH TRANSLATION PROVIDED FOR INFORMATION PURPOSES ONLY**

**BANK GUARANTEE**

**Creditor's Address:**

OTE, a.s.
Jihlavská 1558/21, Michle
140 00 Praha 4
Company ID: 26463318

**Bank Guarantee No. …………………………….**

We have been informed that the following agreements have been concluded:

a) Imbalance Settlement Agreement No. ……., dated ……., as amended (hereinafter referred to as "Agreement I."); and
b) Agreement on Access to the Organized Short-term Electricity Market No. ……, dated ………., as amended (hereinafter referred to as "Agreement II.")

between you and the trading company ...................... with its registered office at: ……….., Company ID: ………….., registered in the Commercial Register maintained by the ................ Court in ..........., Section ......, Insert ............. (hereinafter referred to as the "Client").

According to the payment terms and financial security conditions of obligations under Agreement I., the Client is obliged to secure its trades in case of imbalance creation, and according to the payment terms and financial security conditions of obligations under Agreement II., the Client is obliged to secure the entire volume of its planned trades with electricity on the short-term electricity market. These aforementioned obligations of the Client are to be secured by a bank guarantee.

At the Client's request, we, ……….. (hereinafter also referred to as the "Bank"), irrevocably undertake to pay you without delay and without objection any amount or amounts, up to a total of

………….
(in words: ………….. /100)
(hereinafter referred to as the "Guaranteed Amount")

within 3 (three) business days after receiving your first written demand, which will comply with all the conditions of this guarantee letter and include your written declaration that the Client has failed to fulfill its obligations arising from Agreement I. and/or Agreement II. (hereinafter referred to as the "Demand"). The Demand must further include the identification of the Client, Agreement I. and/or Agreement II., and specification of the unfulfilled obligation(s), including the amount claimed by you.

The Demand must be signed by persons authorized to act on your behalf and must be delivered to us:

* In electronic form in a .pdf data file to the data box and signed with a recognized electronic signature according to Act No. 297/2016 Coll., on Trust Services for Electronic Transactions, with the Demand being delivered at the moment specified under the conditions stated in Act No. 300/2008 Coll., on Electronic Acts and Authorized Document Conversion,

or

* In paper form to our address by registered mail, courier, or personally, with your signatures on the paper Demand being officially verified or the authenticity of your signatures and the authorization of the signed persons confirmed by your bank.

The Demand must be delivered to us no later than the below-mentioned date of expiry of this guarantee.

The Guaranteed Amount is reduced by each payment made by us under this bank guarantee. Upon payment of the entire Guaranteed Amount, this bank guarantee expires.

This bank guarantee is valid until (including) the date (expiry date). On this date, this bank guarantee expires.

Before the expiry date, this guarantee also expires on the day we receive your statement that you release us from all obligations under this guarantee and that you have no claims against us arising from this guarantee. We must receive your statement in the form and under the conditions prescribed for the delivery of the Demand (including signature verification).

The right to claim this bank guarantee and the right to performance under this bank guarantee may not be assigned. The right to performance under this bank guarantee may not be pledged.

This bank guarantee is governed by the laws of the Czech Republic.