

Bank Guarantee Form - ADVANCE PAYMENT

Short title of the Contract:

[to be completed]

Name and address of the obligee (who is specified in the Contract as the Employer):

Brněnské vodárny a kanalizace, a.s.

Pisárecká 555/1a, Pisárky, 603 00 Brno

Company ID 463 47 275

This Bank Guarantee is provided in connection with the Contract dated [to be completed] (hereinafter referred to as the "Contract"), which was concluded between Brněnské vodárny a kanalizace, a.s., ID. No.: 463 47 275, Pisárecká 555 / 1a, Pisárky, 603 00 Brno, as the Employer of the one part and the company [will be added], registered office [will be added], ID. No.: [to be completed], [Note: if the contractor is a consortium consisting of several entities, the identification of all such entity will be provided], as contractor, of the other part (hereinafter referred to as the "Contractor"), on the basis of a public procurement procedure regarding the project entitled "Brno-Modřice WWTP Sludge Management", which is registered in the Public Procurement Bulletin under No. [will be added] (hereinafter referred to as the "Works").

We have been informed that the Contractor has entered into a Contract with the Employer. On the basis of Sub-Clause 14.2 of the Contractual Terms and Conditions which form an integral part of the Contract, the Contractor is obliged, before receiving an advance payment, to provide a bank guarantee for the advance payment in favour of the Employer. We have also been advised that you may require the Contractor to provide for an extension or this Bank Guarantee if the advance payment is not paid within 28 days before the expiry date of this Bank Guarantee.

At the request of the Contractor we [name, registered office and ID of the bank to be added], on the basis of this bank guarantee, reference number [to be completed] hereby irrevocably and unconditionally undertake to pay you, the Employer, without requiring a prior request addressed to the Contractor, and without any objections or restrictive conditions and without verification of the legal reason for the claim, any amount or amounts not exceeding the total amount [to be completed],- CZK (in words: [to be completed]) hereinafter referred to as the "Guaranteed Amount "), if we receive a written request from the Employer in Czech language, which will comply with all the terms and conditions of this Bank Guarantee and contain the reference number of this Bank Guarantee and a statement that the Contract has come into effect and that

- (i) The Contractor failed to pay up the advance payment in accordance with the terms of the Contract, indicating the amount that the Contractor failed to pay, or
- (ii) within 28 days prior to the date of expiry of this Bank Guarantee referred to in d) the validity of this bank guarantee was not extended and the Contractor did not pay the

advance in accordance with the terms of the Contract, indicating the amount not paid by the Contractor

(hereinafter the "Request for Payment").

Each Request for Payment and/or a statement specified below concerning a of waiver of this Bank Guarantee shall be presented to us in paper form and delivered to our address [to be added] by registered mail, courier service or in person, and it shall include a handwritten signature of your statutory body or your authorised person, which shall be officially certified or certified by your bank. As regards the signature by an authorised person, it shall be accompanied by an original or officially certified copy of the power of attorney with an officially certified signature of your statutory body. Any other manner of presentation and delivery of the Request for Payment and/or the waiver of the obligations under this Bank Guarantee are expressly excluded. No other documents will be required by us as a condition for the payment of the required amount under this Bank Guarantee.

A change of the above address to which the Request for Payment and/or the below statement of waiver of this Bank Guarantee is to be delivered to us becomes effective upon you after five business days of receipt of our written notice of change of this address.

The Guaranteed Amount is automatically reduced by all payments made by us on the basis of this Bank Guarantee.

This Bank Guarantee is valid and effective from the date of issue shown below ad it shall automatically expire:

- a) on the day when the original of this surety bond is delivered (returned) to us, or
- b) on the day we receive a statement from you that we are freed from all our obligations under this Bank Guarantee and that there are no claims arising out of the Bank Guarantee against us; or
- c) upon the payment of the full Guaranteed Amount, or
- d) on [to be completed],

whichever facts occurs first.

We shall receive your Request for Payment in our bank no later than on the day of expiry of this bank guarantee, as stated above.

This Bank Guarantee is governed by the laws of the Czech Republic and is subject to the "Uniform Rules for Guarantees Payable on Demand", which was issued by the International Chamber of Commerce under No. 758.

Issued in _____

Date _____

Signature(s) _____