



Exemplary template of Bank Guarantee

Appendix no. 7 to the User Contract

BANK GUARANTEE

To the User Contract for the postpaid account

Relevant provisions



.....
(location and date)

**Generalna Dyrekcja Dróg Krajowych i Autostrad
ul. Żelazna 59, 00-848 Warszawa, Polska
NIP: 526-26-05-735**

Hereinafter referred to as the "Guarantee Beneficiary"

Template

Bank Guarantee no. [...]

Hereinafter referred to as the "Bank Guarantee"

The present guarantee is issued by[...] ("Bank")

In relation to the User contract for the post-pay account dated [...] ("Contract") concluded between:

1. Kapsch Telematic Services Sp. z o.o., działającą w imieniu i na rzecz Skarbu Państwa – General Director of National Roads and Motorways ("Guarantee Beneficiary") and
2. [...], the "User".

The Bank was informed that the User is obliged to present an irrevocable, unconditional and payable on first request Bank Guarantee as a security for the payment of Electronic Toll, to pay which the User is obliged in connection with the use of the national roads or their sections due for the use of national roads pursuant to the provisions of Art. 13 passage 1 item 3, in connection with Art. 13 ha, passage 1 of the Act on Public Roads of 21 March 1985.

Considering the above we, the Bank, acting at the request of the User, irrespective of the validity and legal effects of the Contract hereby irrevocably and unconditionally undertake to pay to you as the Guarantee Beneficiary any amount indicated in request for payment up to the

total maximum amount of[...] PLN¹ (in words: [...]) taking into account any statutory interest incurred until the date of submission of the request for payment and in it indicated, as well as statutory interest incurred from the date of submission by Guarantee Beneficiary request for payment until the date of the payment of claims under this Guarantee. The Bank will charge the statutory interest incurred from the date of submission of the request for payment by the Guarantee Beneficiary based

¹ The amount of the guarantee shall be determined by the Company based on the number of vehicles registered or expected to be registered against the User Account and the expected usage by the vehicles of the Toll Road network; the guarantee amount shall in no case be less than the sum, over all categories of vehicle, of the products of the toll due for driving 2,000 km on Toll Roads for a given category of vehicle times the number of that category of vehicles in the account.

on the actual request for payment date the amount of statutory interest, referred to in the Council of Ministers Regulation on determination of the amount of statutory interest, issued in accordance with Article . 359 § 3 of the Polish Civil Code

For identification purposes the payment request shall be addressed to the Bank through a bank of the Guarantee Beneficiary, i.e. through the National Economy Bank which shall confirm that the payment request was issued by persons duly authorized to act for the Guarantee Beneficiary under this Bank Guarantee.

Any payments made by the Bank under the present Guarantee shall automatically deduct the maximum guarantee amount payable by the Bank.

This Guarantee shall enter into force on the day of its issuance.

This Guarantee shall remain valid until[...] and may be renewed at User's request addressed to the Bank within _____ days prior to its expiry.

The Guarantee shall automatically and fully expire upon the return of the Guarantee document to the Bank.

Any Bank requests under this Bank Guarantee should be made by courier, registered letter or in a SWIFT-format message on the last day of its validity period at the latest.

The amounts under guarantee will be paid into Guarantee Beneficiary account indicated in the request for payment issued by Guarantee Beneficiary

The original document of this Bank Guarantee should be returned to the Bank after its expiry. However, the Bank's payment obligations shall expire upon the lapse of the Bank Guarantee validity period irrespective of returning the original document.

Any rights stemming from this Bank Guarantee may be assigned without the consent of the Bank, whether partially or jointly, independently from any potential assignment of rights arising under the Contract.

The Bank Guarantee is subject to the laws of the Republic of Poland and to the jurisdiction of Polish courts.

Signatures

(name, function, stamp)

(name, function, stamp)