

Annex No. 2 to the Purchase Agreement

To:

NAFTA a.s.

with its registered office at: Votrubova 1, 821 09 Bratislava, Slovak Republic
incorporated in the Companies Register of the District Court for Bratislava I, Section: Sa, File
No: 4837/B
Company ID No: 36 286 192

Bank Guarantee No. ...

Dear Sirs,

We understand that company having its registered office at registered by: with company identification number: (hereinafter called the “**Customer**”), has concluded with you the Purchase Agreement by which the Customer agreed to sell to you at the end of the Gas Day of [FILL IN THE AMOUNT], the natural gas in the agreed amount for the agreed purchase price (hereinafter called the “**Contract**”).

In accordance with the terms of the Contract the Customer is required to provide you with the bank guarantee in the amount of EUR [FILL IN THE AMOUNT] (to wit: [FILL IN THE AMOUNT] million euro).

By order of and for account of the Customer we, with its registered office at, company identification number (“**Bank**”) hereby irrevocably and unconditionally undertake to pay to you on your first demand any amount not exceeding EUR [FILL IN THE AMOUNT] (to wit: [FILL IN THE AMOUNT] million euro) within five (5) business days following receipt of your written demand for payment, stating that an Event of Default occurred as defined in the Contract.

This guarantee is valid from and shall expire on [FILL IN THE AMOUNT] (hereinafter called the “**Expiry Date**”). This Expiry date is the latest date for receipt by us of any claims hereunder and after which date this bank guarantee shall become null and void and shall cease to have any effect whether it is returned to us or not. This guarantee will be cancelled before the Expiry Date provided the guarantee original is returned to us.

With each payment made by us under this guarantee, our obligation will automatically be reduced accordingly.

This Guarantee and relations resulting of it shall be governed by and interpreted according to laws of the Slovak Republic.

Dispute Resolution:

1.1 The Parties shall attempt in good faith to settle amiably any disputes or disagreements arising from or in connection with this Bank Guarantee (“**Dispute**”) without automatically resorting to court or arbitration. In the event of a Dispute, each Party shall deliver to the other Party a written notice in which it proposes that the Parties attempt to resolve the dispute amiably (“**Notice of Dispute**”). The Notice of Dispute shall contain, in particular, a description of the Dispute, a proposal for Dispute resolution, and the identification of the persons who will be authorised to hold talks on the Dispute on behalf of the Party under this par. In response to the Notice of Dispute, the other Party shall notify, in writing, the persons who will be authorised to hold talks on the Dispute on behalf of that Party, and shall do so no later than five (5) days from the day of delivery of the Notice of Dispute.

If the Parties fail to agree on a complete resolution of the Dispute within thirty (30) days from the day of delivery of the Notice of Dispute to the other Party, the Dispute shall be

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finally settled pursuant to par. 1.2 of this Bank Guarantee, unless the Parties agree otherwise in writing. The Parties may also agree, in writing, on extending the time limits under the preceding sentence.

If the Dispute is not settled within thirty (30) days of the Notice of Dispute, and the Parties fail to agree to extend this term, the Dispute shall be finally settled pursuant to par. 1.2 of this Bank Guarantee.

- 1.2 If the Parties fail to settle the Dispute under par. 1.1 and fail to agree otherwise in writing, the Dispute shall be referred to the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (the “**Arbitration Court**”) for arbitration, conducted in English, by three arbitrators under the rules of the aforementioned Arbitration Court (the “**VIAC Rules**”), providing that, unless the Parties agree otherwise:
 - a) each Party shall appoint one arbitrator;
 - b) the third arbitrator, who shall act as chairman of the tribunal of the Arbitration Court, shall be appointed by the two arbitrators appointed by or on behalf of the Parties. If the third arbitrator is not chosen and nominated to the Arbitration Court for appointment within thirty (30) days of the date of confirmation by the Arbitration Court of the later of the two Party-appointed arbitrators, the third arbitrator shall be chosen and appointed by the Arbitration Court itself pursuant to the VIAC Rules.
- 1.3 Where the amount in a Dispute does not exceed EUR 34,000.00 (to wit: thirtyfour thousand euro), the arbitration tribunal shall be composed of a sole arbitrator to be chosen and appointed by the Arbitration Court. The amount in a Dispute includes the claimant’s claims in the application for arbitration and any counterclaims in the respondent’s response to the application for arbitration.
- 1.4 The Arbitration Court shall decide on the basis of the wording of this Bank Guarantee in accordance with the governing law of the this Bank Guarantee and this decision shall be final, enforceable and binding for the Parties.
- 1.5 All notices required under these Dispute Resolution rules of this Bank Guarantee shall be submitted via registered post, express courier service, or e-mail, and shall be deemed duly delivered upon the delivery thereof to the respective Party or upon the recipient’s refusal to accept them; in the case of transmitting a notice via e-mail, upon acknowledgement of successful transmission to the recipient at the addresses specified by the respective Party in the heading of the Bank Guarantee. If an addressee does not accept a letter sent by registered post within 3 (three) days from the depositing thereof, the letter shall be deemed delivered even though the addressee has not become aware of the content thereof.

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Signed: authorized representatives of the Bank