



USAID
FROM THE AMERICAN PEOPLE

Regulatory and Energy Assistance

ANNEX 2. BiH Bank Guarantee

Payment Guarantee No. _____

Applicant _____

Beneficiary: Elektroprenos-Elektroprijenos a.d., Banja Luka,

Amount _____ Convertible Marks

Expiry Date: _____

We, [**name of the issuing bank**] (hereinafter: the Bank), having our headquarters and registered address at [**address of the issuing bank**] have been informed that [**company's name**], with a registered office at [**company's address**] and tax registration No. [**company's tax registration number**] (hereinafter: the Client), will participate in an Auction for available cross-border interconnection capacity on the BiH – _____ border.

In accordance with the Rulebook on the Allocation of Rights for the Use of Cross-Border Transmission Capacities and as a security for their obligations, a guarantee by a bank shall be furnished.

At the request of the Client, the Bank hereby irrevocably and unconditionally undertakes to pay to you on your first demand, waiving all rights of objection and defense, any amount up to a maximum of

_____ Convertible Marks

upon receipt of your written request, stating that the amount claimed has fallen due and that the Client has failed to fulfill its obligations.

For the purpose of identification, your demand for payment together with your statement have to be presented through the intermediary of your bank confirming that the signatures are legally binding upon your company. If, in this respect, such bank will make use of authenticated SWIFT message, it will have to transmit the full wording of your demand and statement and to confirm that the original of the demand and statement, legally binding upon your company, has been forwarded to us.

The total amount of this guarantee will be reduced by any payment effected by us hereunder.

The demand for payment must be received no later than the Expiry date. The present guarantee will become null and void at the Expiry Date, irrespective of whether or not it has been returned to us by such date.

The Bank may only be released from the obligations under the terms of the present guarantee before the Expiry date if the Beneficiary gives its written consent.

Any payment must be made within the seven working days following receipt of the demand for payment.

The present Guarantee enters into force from the date of its issuance and is neither transferable nor assignable.

This guarantee is governed by the law of Bosnia and Herzegovina and the place of jurisdiction is _____.

Date:

Signature of the Guarantor

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