

To: **The National Gas Transmission Company TRANSGAZ S.A.**  
Mediaş, 1 Constantin I. Motaş Square,  
Sibiu County, 551130, Romania

**Bid Bond No.** \_\_\_\_\_

We make reference to the transmission capacity booking at the interconnection points between the Romanian National Gas Transmission System with the transmission systems of the countries neighbouring Romania through the Regional Booking Platform (RBP) auctions.

According to ANRE Order 130/24.06.2020, the Network User \_\_\_\_\_ must submit a financial bid bond, established in favour of Transgaz S.A. Mediaş, amounting to Lei \_\_\_\_\_, for the setting of the credit limit to be granted to it.

Therefore, at the request of the Network User, headquartered in \_\_\_\_\_, \_\_\_\_\_ street, \_\_\_\_\_ County, registered with the Trade Register under no. \_\_\_\_\_, we, the Bank \_\_\_\_\_ headquartered in \_\_\_\_\_, \_\_\_\_\_ street, post code \_\_\_\_\_, \_\_\_\_\_ County, tax identification number \_\_\_\_\_, registered with the Bank Register under no. \_\_\_\_\_ and with the Trade Register under no. \_\_\_\_\_, irrespective of the Contract value and legal effects, waiving the benefit of the discussion or division, any appeals and objections, without being necessary any trial petition or arbitral decision, we hereby irrevocably and unconditionally undertake to pay any amount within the limit of lei \_\_\_\_\_ (in letters: \_\_\_\_\_), at your first written request, received during the validity of this Letter of Guarantee, accompanied by your written statement (included in the payment request or in a separate document) confirming that the Network User did not meet its obligation to establish financial payment guarantee related to the contract.

For identification purposes, your payment request and statement as well as the above-mentioned documents must be delivered through a corresponding bank/your bank, accompanied by the relevant confirmation certifying that the signatures on the payment request and your statement are validly engaging your company. If, to this effect, the relevant bank decides to send your payment request by authenticated SWIFT, it will accurately convey the full contents of your payment request and statement, confirming, at the same time, that the above-mentioned documents have been delivered by mail.

The value of this Letter of Bank Guarantee will be automatically decreased by the value of the payments we made in relation to this Letter of Bank Guarantee.

This Letter of Bank Guarantee is valid until \_\_\_\_\_ (*at least 75 calendar days from the start of the requested standard capacity product period of use*), the date of its rightful termination, when it will no longer be binding, if, until that date, no payment request has been received at our bank counter, accompanied by your statement and the above-mentioned documents or the SWIFT

message authenticated in accordance with the above payment terms and conditions, irrespective of whether this original letter is returned to us or not.

This Letter of Guarantee will no longer be valid and binding before this date under the following circumstances:

- if there is no amount to be paid under it or
- at the submission of your confirmation of discharge of the obligations hereunder, according to the above-mentioned requirements of identification of signatures by a corresponding bank/your bank or
- at the submission of the original Letter of Guarantee and all further amendments (if any) at our counters.

Under no circumstances is this Letter of Guarantee transferable, and, consequently, this Letter of Guarantee or any of your rights under it (including the right to request the payment under it) may not be transferred, not even in the case of the transfer of the rights and/or obligations under the Contract, except with the prior written consent of the Bank\_\_\_\_\_.

This Letter of Guarantee is compliant with the Uniform Rules for Demand Guarantees (URDG 758) of the International Chamber of Commerce, Paris. Any dispute regarding this Letter of Guarantee shall be amicably settled. If no agreement is reached, the dispute shall be referred to the Romanian competent courts.