**BANK PERFORMANCE GUARANTEE No. \_\_\_\_\_**

Place Date

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(full name of the bank, address, code, EDRPOU Code, banking licence)*

(hereinafter – **the “Guarantor”**) represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

*(full name)*

who acts by virtue of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

have been notified that our client\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter – **the “Principal”**)

*(name, address, EDRPOU Code)*

has signed with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter – **the “Beneficiary”**)

*(name, address, EDRPOU Code)*

the contract for the transmission of natural gas No. \_\_\_\_\_\_\_\_\_ dated \_\_. \_\_. \_\_\_ (hereinafter referred to as the "Contract"), under which the Principal undertakes to provide the Beneficiary with the financial security and maintain it at an appropriate level throughout the entire period of receipt of services in accordance with the requirements of the Gas Transmission Network Code approved by the NEURC Resolution No. \_\_\_\_\_ dated \_\_. \_\_.\_\_\_.

We also understand that in accordance with the provisions of Chapter 2 Section VIII of the Gas Transmission Network Code and the terms of the Contract, in order to ensure performance of the obligations of the transmission services customer to pay the gas transmission system operator under the contract for the transmission of natural gas, the customer of the transmission services is obliged to provide the gas transmission system operator with the financial security in cases and in accordance with the requirements set forth in the Gas Transmission Network Code.

The period of validity of the financial security shall end no earlier than 3 business days after the date of payment for actions of settlement for the daily imbalance for the period in which such financial security was taken into account by the gas transmission system operator for the provision of natural gas transmission services.

Taking into account the aforementioned, we, (full name of the bank with the indication of the main and /or central administration of the bank, other authorized structural unit of the bank \_\_\_\_\_\_\_\_), registered at: (index), city \_\_\_\_\_\_, street.\_\_\_\_, bld.\_\_\_, hereby irrevocably undertake to pay, within 3 (three) banking days, the amount of ₴ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hryvnias\_\_ kopecks) upon receipt of a written request from the Beneficiary without the need to substantiate the request, provided that it will be specified in the text that the amount, which is required, must be paid due to the fact that: the Principal failed to make payment of the invoice for the daily imbalance within the period established by the Contract for the transmission of natural gas dated "\_" \_\_\_\_\_\_\_ 201\_ No \_\_\_\_\_\_.

The payment shall be made to the Beneficiary's account specified in the Contract.

Our guarantee commitment remains in effect until «\_\_» \_\_\_\_\_\_\_\_\_ 201\_, and any claim for it must be received by us no later than 5:00 pm by the Kyiv time on this date.

The Beneficiary's request must be provided to us through (the name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_, address \_\_\_\_\_\_\_\_\_, which will confirm the validity of the signatures on request and the authority of the signatory.

In case of breach by the Guarantor of its obligation, its liability shall not be limited to the amount of this Bank Guarantee. In case of failure to perform or improper performance by the Guarantor of its obligations under this Guarantee regarding the transfer of funds in accordance with written requests, the Guarantor shall pay a penalty to the Beneficiary in the amount of the double rate of the National Bank of Ukraine of the amount of unfulfilled or inadequately fulfilled obligations per each day of delay.

Changes to the text of this Bank Guarantee, except for cases of increase in the guarantee amount and / or prolongation of the Bank Guarantee period, shall be made by written agreement of the Principal, the Beneficiary and the Guarantor in accordance with the procedure and on the terms and conditions stipulated by the Regulation on the procedure for banks to carry out guarantee operations in the national and foreign currency dated December 15, 2004 No. 639.

This Guarantee is irrevocable and must be returned to us if it is unnecessary or expired, whichever is earlier.

This Guarantee is non-transferable and cannot be assigned without our prior consent.

Any disputes arising in connection with this Guarantee shall be settled in accordance with the current legislation of Ukraine.

**Position Signature Full name**

(bank name)

l.s.