

PERFORMANCE SECURITY

_____, _____ 20__

We – _____ (registration number: _____; registered address: _____) (hereinafter – Bank) – have been informed that on _____ a Contract No. ____ On _____ (hereinafter – Contract) has been concluded between our customer – _____ (joint registration number: _____; registered address: _____) (hereinafter – Consultant) – and you – SIA Eiropas dzelzceļa līnijas (registration number 40103836758; registered address: 3 Gogoļa Street, Riga, LV - 1050) (hereinafter – Employer).

According to the contractual provisions, the Consultant is required to submit to the Employer a performance security - bank guarantee.

Considering the foregoing, the Bank hereby irrevocably, regardless of the legal validity of the abovementioned Contract (including any disputes concerning it), without any conditions and with the waiver of any reservations, the rights to object to (including the waiver to use our customer's – Consultant's, as the principal debtor's, any reservations, objections), at first demand by the Employer undertakes to pay to the Employer without delay any sum it requests, which does not exceed EUR _____ (_____), provided that the Bank has received a document (including electronic, signed electronically / authenticated) signed by the Employer, by which the Employer requests the Bank to make a payment based on this security and which contains a statement by the Employer that the Consultant has failed to meet its contractual obligations in accordance with the Contract (hereinafter – Request).

The Request shall be submitted in paper or electronically. Electronic submission shall be made in the form of an authenticated notification through SWIFT.

This security is valid till _____ (hereinafter – Final date). The Bank shall receive the Request not later than on the Final date at the Bank (address: _____), or – in case the Request is submitted electronically, – _____ (SWIFT of the Bank).

This security is subject to the International Chamber of Commerce Uniform Rules for Demand Guarantees (ICC Publication No. 758), and cases not covered therein – to the law of the Republic of Latvia. All disputes in relation to the present security shall be settled by a court of the Republic of Latvia.

[position of the signatory]

[hand-written signature]

[name and surname of the signatory]