II. Model bank guarantee

THE UNDERSIGNED:

[NAME BANK], established in [PLACE], also having its registered office in [PLACE], hereinafter referred to as the 'Bank'

CONSIDERING THAT:

- [NAME (E)ETS-PROVIDER] established in [PLACE], hereinafter referred to as the 'Contractor', and the State of the Netherlands, a legal person under public law established in The Hague, duly represented in this matter by the Minister of Infrastructure and Water Management, on behalf of which the Road Transport Agency, duly represented by [NAME/FUNCTION DEPARTMENT RDW], hereinafter referred to as the 'Client' on [DATE], have entered into an Agreement with a view to determining the rights and obligations of, on the one hand, the Contractor and, on the other hand, the Client, regarding the provision of services within the framework of the implementation of the toll collection as referred to in Article 5, first paragraph and Article 7, first paragraph of the Temporary Toll Collection Act (Wet Tijdelijke tolheffing Blankenburgverbinding en ViA15), hereinafter referred to as 'the (E)ETS Agreement';

- the Client requires a guarantee as additional security for the timely fulfilment by the Contractor of its contractual obligations arising from the (E)ETS Agreement;

- Contractor under Article **36** of the EETS Domain Statement Blankenburgverbinding (version 1.2 dated 3 July 2024, *Government Gazette* 2024, 22353, hereinafter: the "**EETS Domain Statement**") and Article **6.1** of the (E)ETS Agreement, is obliged to "provide a guarantee as security for its collection and remittance obligations, in the form of an abstract, irrevocable and unconditional bank guarantee, payable on first demand by the Beneficiary, issued by a credit institution of a Member State of the European Union with at least an A rating (Standard & Poor's) or an A2 rating (Moody's) (or equivalent)",

- the Bank is prepared to provide the relevant bank guarantee in favour of the Client under conditions to be stated below;

DECLARATION:

hereby irrevocably guarantee, up to a maximum amount of € [AMOUNT IN NUMBERS] (in words: [AMOUNT IN WORDS] euro), without any conditions other than those set out below, by way of independent obligation and not as surety, for the Contractor towards the Client as security for the fulfilment of all that the Contractor owes or will owe to the Client under the (E)ETS Agreement. This bank guarantee is an abstract call guarantee. Under no circumstances shall the Bank have any recourse to the underlying legal relationship between the Client and the Contractor as contained in the (E)ETS Agreement.

The Bank undertakes at the first written request of the Client, in which the Client submits all of the following to the Bank:

(i)   a notification that, in its opinion, the Contractor is in breach of its obligations under the (E)ETS Agreement; and
(ii)   a statement of what they, in their opinion, can claim from the Contractor on account of the above; and
(iii)   requests the Client to pay the specified amount, subject to the aforementioned maximum amount.

With each payment under this guarantee, the maximum amount is reduced by this amount.

This guarantee will end as soon as the Contractor has fulfilled its contractual obligations arising from the (E)ETS Agreement, which will be evidenced to the Bank by:

(i)   a written statement received directly from the Client stating that this guarantee may end, preferably accompanied by the original guarantee;
(ii)   receipt by the Bank of the aforementioned written statement received from the Client through third parties preferably accompanied by the original guarantee.

However, this guarantee will end in any case, if a Payment Request meeting the requirements of this guarantee has not reached the Bank no later than twenty-four months after

(i)   termination of the (E)ETS Agreement pursuant to Article **10** or Article **12** of the EETS Domain Statement; or
(ii)   termination by operation of law of the (E)ETS Agreement, as referred to in Article 13 of the EETS Domain Statement,

at the address: [address Bank].

Any Payment Requests meeting the requirements of this guarantee should reach the Bank within the validity period of the guarantee at [contact and address details Bank stating contact person].

This guarantee and the rights resulting from it cannot be transferred or pledged.

This guarantee is governed by Dutch law with exclusive jurisdiction of the competent Dutch court.

[PLACE], [DATE] [NAME OF BANK]