Erste Bank Hungary Zrt., Trade Finance
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ORDER FOR

☐ Issuance of a Guarantee ☐ Amendment of Guarantee No.:

Guarantee framework agreement no.:

CUSTOMER / APPLICANT

Name:

Registered seat:

Tax number:	Customer's number:
Contact person's name:	
E-mail:	Phone:
Settlement account: - -	

☐ Alternative / Indirect applicant (e.g. subsidiary)[1]

[1] Company details - see Section XI.

I. TYPE OF GUARANTEE

☐ Bid bond ☐ Advance payment ☐ Performance guarantee

☐ Warranty ☐ Retention bond

☐ Payment ☐ Rental ☐ Tax bond ☐ Customs ☐ Loan securing

II. WORDING OF THE GUARANTEE

☐ Standard ☐ Individual (based on the attached template)

☐ Individual (based on the wording of Guarantee No.)

III. LANGUAGE OF THE GUARANTEE

☐ Hungarian ☐ English

IV. IS A DRAFT REQUIRED IN ADVANCE?

☐ yes ☐ no

V. BENEFICIARY

Name:

Registered seat:

Tax number:

VI. GUARANTEE AMOUNT AND EXPIRY

Amount:	**Currency:**
Expiry date: year month day	

VII. UNDERLYING TRANSACTION DETAILS

Contract date: year month day	Contract number:
Underlying business (goods/services)[2]:	
Does the underlying relationship concern dual use goods?[3] ☐ yes ☐ no	If yes, please specify:
Contract amount:	Currency:

[2] Exact description of goods or services.
[3] Pursuant to Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021.

VIII. INDIRECT GUARANTEE ISSUANCE

☐ Issuance by a foreign bank based on the Bank's counter-guarantee[4]

Expiry of the counter-guarantee[5]: year month day

SWIFT code of the foreign bank:

[4] The Customer acknowledges that the costs of the foreign bank shall be borne by the Customer.
[5] Expiry of the guarantee to be issued + 15 days.

IX. MODE OF ISSUANCE

☐ paper-based

- ☐ personal collection (Budapest, Népfürdő u. 24-26.)
- ☐ personal collection at the servicing Corporate Office
- ☐ registered mail
- ☐ courier (at the Customer's expense)

☐ Digitally (with qualified electronic signature) sent to the following e-mail address:

☐ via SWIFT - advised by a foreign bank (without any liability)

foreign bank's SWIFT code: ☐ Costs of the foreign bank to be borne by the Customer

X. RECIPIENT OF THE GUARANTEE DECLARATION

☐ Beneficiary ☐ Applicant ☐ Applicant's authorized representative[6]

[6] Name / contact details - see Section XI.

XI. OTHER NOTES

XII. REQUESTED LATEST DATE OF ISSUANCE

year month day

I, the undersigned Customer,

- acknowledge that this order shall be governed by the provisions of the Guarantee Framework Agreement or the Guarantee Issuance Engagement Agreement, as well as the Lending and Payment Services General Terms and Conditions, the Announcement and the Business Rules;
- declare that I have no overdue or rescheduled tax, customs or social security liabilities;
- declare that, except for guarantee issuance (or amendment) requests related to tender procedures, the contract (or amendment thereto) indicated above as the underlying legal relationship has been validly and effectively concluded, and that the amount, beneficiary and expiry of the Guarantee specified above comply with the conditions set out in the underlying contract (or amendment);
- declare that, in the case of guarantee issuance (or amendment) requests related to tender procedures, the issuance of the Guarantee (or its amendment) with the data specified above constitutes a prerequisite for the conclusion or amendment of the subsidy agreement or the issuance or amendment of the grant decision pursuant to the tender documentation;
- declare that in the course of my activities I fully comply with all applicable national, European Union and international sanctions and embargo regulations and shall act in accordance therewith, and undertake to immediately inform the competent departments of the Bank of any relevant changes;
- furthermore acknowledge that in connection with this order the Bank has expressly drawn my attention to the following provisions:
    - by submitting the Order to the Bank, the Customer irrevocably undertakes to draw down the Guarantee under the Guarantee Framework;
    - receipt of this Order by the Bank shall not constitute an obligation on the part of the Bank to issue (or amend) the Guarantee;
    - if the Bank proposes any modification with respect to the data indicated in this Order, the order for the issuance (or amendment) of the Guarantee shall not be deemed accepted and the Bank shall not be obliged to issue (or amend) the Guarantee until the Customer and the Bank agree on the final data and wording of the Guarantee;
    - a condition for the issuance (or amendment) of the guarantee declaration, inter alia, is the full payment of the due guarantee fee and any other fees stipulated in the Guarantee Framework Agreement or the Guarantee Issuance Engagement Agreement;
- in the case of a guarantee amendment, acknowledge that the condition for the issuance or entry into force of the amended guarantee declaration is:
    - in the case of a request to reduce the guarantee amount or shorten its expiry: submission of the Beneficiary’s explicit written consent;
    - in the case of a request to amend the Beneficiary: credible evidence of legal succession affecting the Beneficiary;
- in the case where individual wording is selected
    - expressly request that the Bank issue an individually worded Guarantee as mandatorily required by the Beneficiary instead of a standard-worded Guarantee under the GTC, and assume all legal risks arising from such individual wording;
    - acknowledge that, in connection with the performance of the Guarantee, the provisions of the guarantee declaration issued with the wording requested by me shall prevail;
    - acknowledge that if the Bank effects payment under an individually worded Guarantee issued at my express request, I shall not be entitled to claim damages or assert any other claims against the Bank, nor may I raise objections, set-off or refund claims against my payment obligations arising from the Guarantee Framework Agreement, the Guarantee Issuance Engagement Agreement or this Order;
- acknowledge that if the Bank effects payment under the Guarantee, I shall be obliged to reimburse the Bank in the amount paid by the Bank to the Beneficiary under the Guarantee;
- acknowledge and expressly accept that the Bank shall be entitled to retain the Securities and utilise them in accordance with the Security Agreements until, in the Bank’s judgment, it is credibly confirmed that during the term of the guarantee commitment the Beneficiary has not drawn down the Guarantee, has not submitted any claim in any form and may no longer do so.

Aware of my civil and criminal liability, I hereby declare that the information provided and the statements made in this Guarantee Order are true and accurate.

Place and Date: ______________________________ , year month day

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Customer / Applicant’s duly authorized signature
/ Authorized representative’s signature