

## Specimen of a Bank Guarantee on First Request:

*[Letterhead of the Guarantor Bank]*

("Guarantor")

Addressed to: **European Commodity Clearing AG**  
**Augustusplatz 9**  
**D 04109 Leipzig**

Date: [..]

Guarantee no.: [..]

### Bank Guarantee Payable on First Request

We have been informed that

[DCP]

as a Direct Clearing Member ("DCP") intends to take part in spot market clearing at European Commodity Clearing AG ("ECC") or already takes part in such in accordance with the ECC Clearing Conditions.

According to the ECC Clearing Conditions, spot market transactions on the markets cleared by ECC are concluded between ECC and the DCP or between ECC and the European Commodity Clearing Luxembourg S.à.r.l., The Square, 42 Avenue JF Kennedy, L-1855 Luxembourg ("ECC Lux") and, concurrently, between ECC Lux and the DCP. Financial claims which ECC Lux has towards the DCP will pass to ECC or ECC acts as their payment agent.

The DCP has a settlement account with a Settlement-Bank. ECC is authorized to dispose credit balances of this settlement account at the expense of the DCP for the fulfillment of its obligations towards ECC. Accordingly, the DCP defaults with regard to the fulfillment of its existing payment obligations towards ECC if the Settlement-Bank does not perform a payment instruction for the DCP towards ECC in due time respectively DCP's settlement account at the Settlement-Bank cannot be debited or a payment gets reversed.

Now, having said this, we declare the following:

1. The bank guarantee covers the fulfilment of all DCP payment obligations towards ECC respectively ECC Lux arising from spot market transactions settled on ECC in accordance with ECC's clearing conditions.
2. As the guarantor for the DCP, we hereby unconditionally and irrevocably undertake to immediately pay to ECC any requested amount up to

GBP [...] (in words: [...]) ("**Guarantee Amount**")

forthwith **upon the first request** and to the exclusion of any objections, pleas and defences.

In the event that the Guarantee Amount is requested by ECC, we will remit the requested Guarantee Amount to the designated account of ECC [account data].

If we receive a request **by 10:00 am** on a business day, we will authorise the payment of the requested guarantee amount to the account of ECC as quickly as possible; however, **at the latest, by 10:00 am of the business day following the day on which the request is received.**

If we receive a request **by 5:00 pm** on a business day, we will authorise the payment of the requested guarantee amount to the account of ECC as quickly as possible; however, **at the latest, in the course of the business day following receipt of the request.**

If we receive a request (i) **after 5:00 pm on a business day** or (ii) **on a day that is not a business day**, we will authorise the payment of the requested guarantee amount to the account of ECC as quickly as possible; however, at the latest **in the course of the next-but-one business day following receipt of the request.**

In any case, the Central European time zone (Frankfurt/Main) shall be decisive.

Every calendar day (except Saturdays and Sundays) on which the banks in [...] are open for general business is defined as a business day.

The guarantee can be used once or in partial amounts up to the total of the guarantee amount. If only a part of the guarantee amount is requested and paid by us, the guarantee shall continue in the amount of the remaining balance.

3. This guarantee is abstract and independent of the underlying legal relationship between the DCP, ECC Lux and ECC. A request below this guarantee can be submitted as of the issue date of this guarantee.
4. ECC is not entitled to transfer the guarantee, to assign rights under the guarantee or to hand over the guarantee document to third parties.
5. This guarantee is effective for an unlimited term and it shall expire (i) one month after receipt of a written communication or of a communication forwarded via an authorised

SWIFT MT 799 message of ECC confirming that the DCP's admission to ECC has ended or (ii) one month after receipt of our written termination letter at ECC. In these cases, ECC shall hand over the original of the guarantee certificate to us forthwith.

Apart from this, this guarantee shall expire if (iii) we have paid the full amount of the guarantee to ECC in accordance with the terms of the guarantee or (iv) ECC has waived its rights under the guarantee and has handed over the original guarantee certificate to us.

6. In addition to a request in line with the guarantee, further proof of the existence of our payment obligation towards ECC is not required. To this end, the ECC request must be effected in accordance with the specimens enclosed herewith as Annex 1 and it must be forwarded to us (i) in writing or (ii) via an authenticated SWIFT message of the MT 799 message type. This request in the proper form alone is decisive for our compliance with the payment term.
7. Any amendment of this guarantee or of the guarantee conditions shall require the approval of ECC. The guarantee amount can only be reduced or increased with the approval of ECC.
8. This guarantee shall be subject to, construed in accordance with and governed by the laws of Germany. The exclusive jurisdiction for all conflicts arising in connection with this guarantee shall be Leipzig, Germany.

Guarantor

Signature(s)

## Annex 1

**Specimen**

**of a request by ECC if the Settlement-Bank does not perform a payment instruction of the DCP towards ECC in due time respectively DCP's settlement account at the Settlement-Bank cannot be debited or a payment gets reversed:**

**[Name DCP]** (the "Direct Clearing Member")

**Guarantee no. [...]**

1. We make reference to the guarantee referred to above and state that the guaranteed event has occurred. The DCP is in default with the fulfilment of its payment obligations towards ECC resulting from the participation in the spot markets, because the Settlement-Bank did not perform a payment instruction of the DCP towards ECC in due time or the DCP's settlement account at the Settlement-Bank could not be debited or a payment got reversed.
2. We hereby request payment of GBP [...].
3. We confirm that the amount referred to above does not exceed the payment obligations of the DCP from spot market transactions which have arisen towards us and have not been fulfilled.
4. The requested amount has to be remitted to the account [account data] of ECC.

**Please remember that, according to the guarantee conditions, the payment regarding the guarantee amount must have been effected to the above-mentioned account of ECC [at the latest, by 10:00 am of the business day following receipt of this request / during the business day following receipt of this request / during the next-but-one day following receipt of this request] after receipt of this request.**