

APPENDIX 5
TO THE STORAGE SERVICE RULES

(FORM OF SURETYSHIP AGREEMENT)

This Surety Agreement was executed on _____

by and between:

hereinafter the Surety

and

**Operator Systemu Magazynowania Sp. z o.o. having its registered office in
Dębogórze**

hereinafter the SSO

1. This surety agreement is executed in connection with the execution/intended execution* by the SSO of a Storage Services Agreement (the "SSA") (No. _____, dated _____*) with _____ (the "Storage Customer").
2. The Surety hereby guarantees the performance by the Storage Customer of any and all financial obligations towards the SSO related to the execution and performance of the SSA, including the payment of financial obligations of the Storage Customer related to the improper performance of the SSA by the Storage Customer up to the total amount of _____ (in words: _____ zlotys),.
3. In the event that the Storage Customer fails to perform, either in part or in full, the obligations referred to in clause 2 above, the Surety hereby undertakes to pay upon the first demand of the SSO, each amount up to _____ (in words: (_____ zlotys) upon the receipt of the following documents from the SSO:
 - 3.1 the Beneficiary's written request for payment, and
 - 3.2 the SSO's written statement on the Storage Customer's default under the SSA, with a copy of the notice given the Storage Customer on the occasion of such default.
4. The payment under this suretyship shall be made by the Surety within 10 days of the receipt of the above-mentioned request for payment by the Surety.
5. The Suretyship is granted for a period starting on the date of signing of the agreement by the Surety until the day of __ ____.
6. The SSO's rights hereunder are not assignable to any third party.
7. This agreement is governed by Polish law. Any matters not regulated by this agreement shall be governed by the regulations of the Civil Code.
8. Any disputes that may arise as a result of or in connection with this contract shall be submitted to the competent Polish court in Warsaw.

Signatures of the Parties:

For the Surety

For the SSO:
