

## **Bilaga 5: Mall för bankgaranti**

*För att sökande ska få delta i auktionen måste bankgarantin ha det innehåll som framgår nedan.*

# **ON DEMAND GUARANTEE**

## **The Applicant**

[Name]  
[Address]  
[Post code]  
[Identification/registration number]  
[Country]

At the request of

## **Beneficiary**

Post- och telestyrelsen (PTS)  
Box 5398  
SE-102 49 STOCKHOLM  
SWEDEN

We, the undersigned

## **Bank**

[Name]  
[Address]  
[Post code]  
[Identification/registration number]  
[Country]

## *GUARANTEE*

in favour of the Applicant's following

## **Obligations**

All administrative charges and/or auction fees resulting from the auction of licenses in the 1800 MHz band in Sweden

## **Up to and including an amount of**

[XXXX] Swedish kronor (SEK).

## **On Demand Guarantee**

The Bank shall irrevocably and on demand from PTS pay to PTS the requested sum up to and including the above amount. The demand shall be made in writing. The written demand shall be signed by the Director General of PTS. The Bank shall not be entitled to any other examination or documentation of the claim. The undertaking of the Bank is independent and unconditional in relation to PTS.

## **Payment and interest**

POSTADDRESS Box 5398, 102 49 Stockholm  
BESÖKSADRESS Birger Jarlsgatan 16  
TELEFON 08-678 55 00  
FAX 08-678 55 05  
E-POST pts@pts.se  
WEBBADRESS www.pts.se

The Bank shall effect payment of the amount required within eight (8) days of receipt of a demand. After this time, if the required sum has not been paid, the Bank shall pay default interest pursuant to Section 6 of the Interest Act (SFS 1975:635) until payment is effected.

**Law and jurisdiction**

This Guarantee shall be subject to Swedish law and the jurisdiction of Swedish courts.

The agreed venue for any litigation with respect to this Guarantee shall be Stockholms Tingsrätt (Stockholm City Court).

**Validity**

This Guarantee shall remain valid until

31 mars 2011

**Enforcement clause**

The Bank agrees that a judicial decision made by Swedish courts shall be directly enforceable in relation to the Bank.

Date: \_\_\_\_\_

Bank: \_\_\_\_\_

Signature of person(s) entitled to sign for the bank:

\_\_\_\_\_  
\_\_\_\_\_

Full name(s) and title(s):

\_\_\_\_\_  
\_\_\_\_\_

Telephone number(s): \_\_\_\_\_

\_\_\_\_\_