



APPENDIX 9

Guarantee Payable
on Demand

Guarantee Payable on Demand

furnished by:

Name:

Address:

Postcode & city:

Central Business Registration No. (CVR no.):

hereinafter referred to as "the Guarantor"

guarantees for the benefit of:

Energinet

Name: Energinet Systemansvar A/S

Address: Tonne Kjærvej 65

Postal code and city: DK- 7000 Fredericia

CVR no.: 39 31 49 59

GLN: 579 800 981 366 4

hereinafter referred to as "Energinet".

Unless otherwise specifically stated, the definitions used in this Guarantee shall have the same meaning as the version of General Terms and Conditions for Gas Transport applying at any time.

WHEREAS

- (A) according to General Terms and Conditions for Gas Transport, it is a condition for acting as a Shipper in relation to Energinet that the Shipper has obtained credit approval;
- (B) Energinet has assessed that the Shipper [insert name + address + CVR No.], seen in relation to the wish to be granted a credit line, does not fully meet the rules mentioned in General Terms and Conditions for Gas Transport concerning credit approval without security;

- (C) Energinet agrees that security may be furnished in the form of an unreserved, unconditional and irrevocable guarantee from the Guarantor in accordance with General Terms and Conditions for Gas Transport;

the Guarantor has furnished the following guarantee payable on demand:

1. The Guarantor hereby guarantees as an absolute guarantor, without limit of time, unconditionally and irrevocably that it will fulfil the payment obligations resting on the Shipper at any time according to the Shipper Framework Agreement entered into by the Shipper and agreements entered into in accordance therewith, including agreements on Capacity, Capacity Transfers and Gas Transfers, together with any other agreements entered into in accordance with General Terms and Conditions for Gas Transport.
2. The Guarantor's obligation to pay shall not exceed DKK [] and shall apply in the period [].
3. The Guarantor's obligation to pay in accordance with this guarantee shall be released immediately on the written request of Energinet, without documentation or proof and without legal proceedings. The Guarantor shall be released from the guarantee in accordance with General Terms and Conditions for Gas Transport.
4. Any question concerning interpretation of this guarantee – and any question in accordance with the guarantee – shall be decided in accordance with Danish law and General Terms and Conditions for Gas Transport including but not limited to clause 19.1. The dispute shall be settled in accordance with clause 21 of General Terms and Conditions for Gas Transport.

Date: _____

Place: _____

For [the Guarantor]

Name: _____

Title: _____