

STRICTLY CONFIDENTIAL - LEGAL PRIVILEGE

Annex 1A (Guarantee)

Annex to the EETS Provider Agreement concerning delivery of services under the Danish Kilometer Tolling Scheme

Between Sund & Bælt Holding A/S
CVR no. 15 69 46 88
Vester Søgade 10
DK-1601 Copenhagen V
Denmark
(the "**Beneficiary**")

and [insert name of the EETS Provider]
[insert company registration no. of the EETS Provider]
[insert adress of the EETS Provider]
(the "**EETS Provider**")

Sund & Bælt Holding A/S

Annex 1A (Guarantee) for [name of the EETS Provider]
Annex to the EETS Provider Agreement concerning delivery of services under the Danish Kilometer Tolling Scheme

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Date: [dd.mm.yyyy]

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ON DEMAND GUARANTEE

This on demand guarantee is issued to:

Sund & Bælt Holding A/S

Vester Søgade 10

DK-1601 Copenhagen

Denmark

CVR no. 15 69 46 88

(the "Beneficiary")

1 BACKGROUND

1.1 On [date], the Beneficiary entered into an EETS Provider Agreement (the "**Agreement**") with [Name, address and company registration no. of the EETS Provider] (the "**EETS Provider**") regarding delivery of services under the Danish Kilometer Tolling Scheme described in the Beneficiary's EETS Domain Statement. Pursuant to the Agreement, the Beneficiary may require an unconditional and irrevocable guarantee issued to the Beneficiary to cover payment of all claims and amounts due under the Agreement.

2 ON DEMAND GUARANTEE

2.1 At the request and expense of the EETS Provider, we, [Name, address and company registration no. of the bank] (the "**Guarantor**") hereby irrevocably and unconditionally guarantee for the benefit of the Beneficiary the on demand payment of any claim that the Beneficiary may have towards the EETS Provider under or in relation to the Agreement.

2.2 The Guarantor's aggregate liability under clause 2.1 is limited to an amount of DKK [amount].

2.3 Any amount under the guarantee must be paid to the Beneficiary upon the first written demand from the Beneficiary in accordance with clause 2.5 without any examination or documentation of the legitimacy of the claim against the EETS Provider. The Beneficiary may exercise the guarantee one (1) or more times, provided that the Guarantor's aggregate liability shall not exceed the limitation set out in clause 2.2.

2.4 The Beneficiary reserves the right to grant the EETS Provider respite or relax the EETS Provider's obligations under Agreement without this guarantee being affected.

2.5 To exercise the on demand guarantee, the Beneficiary must notify the Guarantor in writing specifying

(i) the amount of the claim; and

(ii) the account to which payment shall be made. The written notice must be provided by way of e-mail to the following address:

[Guarantor: Insert contact details]

2.6 Payment must be made within ten (10) Business Days of the Guarantor's receipt of written notice in accordance with clause 2.3. Interest shall accrue in accordance with the Danish Interest Act (in Danish: "Renteloven") in the event of late payment.

2.7 This guarantee shall apply as of the signature date and shall be in effect until terminated in accordance with this provision. The guarantee terminates, and the Guarantor shall be released from its obligations hereunder, upon

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- (i) payment from the Guarantor of an amount (in the aggregate) equal to the limitation set out in clause 2.2; or
 - (ii) written confirmation signed by an appropriately authorised representative of the Beneficiary confirming release of the Guarantor's obligations.

3 CHOICE OF LAW AND VENUE

- 3.1 The laws of Denmark shall govern this guarantee, disregarding the Danish choice of law rules and without regard to the United Nation's Convention of Contracts for the International Sale of Goods (CISG).
- 3.2 Any dispute arising out of or in connection with the guarantee, including any dispute regarding the existence, validity or termination hereof shall be submitted by either Party to arbitration administered by the Danish Institute of Arbitration pursuant to the rules of the Danish Institute of Arbitration as in force at the time when such proceedings are commenced. The seat of arbitration shall be in Copenhagen, Denmark, and the language to be used in the arbitral proceedings shall be English (or Danish, if the Parties choose so).

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4 SIGNATURE

The above guarantee is issued by:

[Insert place], [Date]

For and on behalf of
the **Guarantor**:

Name [Insert name]

Title [Insert title]