

STRICTLY CONFIDENTIAL - LEGAL PRIVILEGE

**Appendix 1 (Deposit to the Addendum)**

Annex to the Addendum (The EETS Provider's Obligations during the Accreditation Procedure) 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 address of the EETS Provider]  
(the "**EETS Provider**")

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## DEPOSIT

This deposit is issued to:

Sund & Bælt Holding A/S

Vester Søgade 10

DK-1601 Copenhagen

Denmark

CVR no. 15 69 46 88

### 1 BACKGROUND

- 1.1 On [insert date], the Beneficiary entered into an Addendum regarding the EETS Provider's obligations during the accreditation procedure (the "**Addendum**") with [insert name, address and company registration no. of the EETS Provider] (the "**EETS Provider**"). Pursuant to the Addendum, the Beneficiary may require an unconditional and irrevocable deposit issued to the Beneficiary to cover the EETS Provider's obligations under the Addendum.

### 2 THE DEPOSIT

- 2.1 The EETS Provider declares an irrevocable and unconditional deposit of **DKK 1,000,000**. The deposit is made on the terms and conditions described in Clause 3 (the "**Terms and Conditions of Deposits**").

### 3 TERMS AND CONDITIONS FOR THE DEPOSIT

- 3.1 The deposit serves as security for the EETS Provider's fulfilment of its obligations towards the Beneficiary under the Addendum, including in satisfaction of all claims and reductions brought against the EETS Provider under the Addendum.
- 3.2 If the Beneficiary finds that the EETS Provider breaches or has breached its obligations in full or in part under the Addendum and/or is in a situation of reduction of the amount in the deposit under the Addendum, cf. Clause 7 in the Addendum, the Beneficiary is obliged to effect set-offs or reduction in the deposit at any time and repeatedly by written demand.
- 3.3 The Beneficiary reserves the right to grant the EETS Provider respite or relax the EETS Provider's obligations under the Addendum without these Terms and Conditions for Deposits being affected.
- 3.4 The EETS Provider pays the whole deposit to the Beneficiary into the account with the following details:
- SWIFT: JYBADKKK
- IBAN: DK 93 7593 0001 1069 10
- within (ten) 10 Business Days after the EETS Provider has signed these Terms and Conditions for Deposits. The EETS Provider is not entitled to interest on the deposit.
- 3.5 These Terms and Conditions for Deposits are not restricted in terms of time and will remain in force during the subsistence of the Addendum. If the Addendum is terminated, the deposit will be returned to the EETS Provider according to the terms stated in Clause 7 in the Addendum.

- 3.6 These Terms and Conditions for Deposits are governed by and are to be construed in compliance with Danish law but the international private law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG) are to be disregarded.
- 3.7 Any dispute arising with respect to these Terms and Conditions for Deposits including any dispute regarding the existence, validity or termination hereof shall be submitted by either Party to arbitration administrated 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 terms and conditions are accepted by:

[Insert place], [Date]

For and on behalf of  
the **EETS Provider**:

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Name [Insert name]

Title [Insert title]