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# Contract Performance Guarantee Template

01 April 2020  
Vilnius

## Contract Performance Guarantee No. [number]

Date: [Date]

[Location]

**BENEFICIARY:** UAB GET Baltic, company code 302861178, address Geležinio vilko g. 18A, LT-08104 Vilnius, Lithuania, bank account No. LT12 7044 0901 0101 7863, AB SEB bank, bank code 70440, SWIFT (BIC): CBVILT2X.

**GUARANTOR:** [title, company code, correspondence address]

**OBLIGOR:** [title, company code, address]

**LEGAL BASIS:** Regulation on Trading on the Natural Gas Exchange, coordinated by Resolution No. O3E-232 of 18 February 2022 of the National Energy Regulatory Council and approved by Minutes of the Board No. 2 of 23 February 2022 of the Board of UAB GET Baltic, including all changes and amendments, as well as Natural Gas Exchange Participant's Contract No. [number]

**MAXIMUM AMOUNT OF THE GUARANTEE:** [amount] EUR ([amount in full words] euro)

**EXPIRY DATE:** [date; no shorter than 2 months from issuing of the guarantee; should coincide with the term of the Natural Gas Exchange Participant's Contract]

We, [title, company code, address] (hereinafter – the Guarantor) have been informed of the above specified legal basis and that, according to the terms of the aforementioned legal basis, the performance of the Obligor's obligations must be secured by Contract performance guarantee.

At the request of the Obligor, the Guarantor hereby unconditionally and irrevocably undertakes to pay the Beneficiary any sum or sums not exceeding the Maximum amount of the guarantee.

The sum specified by the Beneficiary shall be paid by the Guarantor to the Beneficiary's bank account, the details of which are stated in this guarantee, within 3 (three) working days upon receipt of Beneficiary's first written demand, whereas:

- i) Beneficiary is stating that Obligor has breached its obligations under the terms of above specified legal basis; and
- ii) identification of specific breaches.

This guarantee provides the Beneficiary the right of priority to the fulfilment of an obligation, notwithstanding any other security or guarantee or other rights and remedies that the Beneficiary may have in relation to the Obligor's obligations, also notwithstanding the case of Obligor's insolvency, bankruptcy or restructuring.

The total amount of this guarantee shall be reduced by any payment effected by the Guarantor under this guarantee.

This guarantee or any rights by the Beneficiary, arising from this guarantee, cannot be assigned or transferred without prior written consent by the Guarantor.

This guarantee is valid until the Expiry date (inclusive) or may expire earlier if the Guarantor shall receive Beneficiary's written statement about waiving his rights under this guarantee and that Guarantor is released from liability under this guarantee. To be taken into consideration, all claims must be presented to the Guarantor on or before of the Expiry Date in writing by registered mail or courier service to the Guarantor's address stated in this guarantee or by authenticated SWIFT message accompanied with the Beneficiary's bank's confirmation that signatures thereon are legally binding upon Beneficiary.

Upon Expiry Date this guarantee shall be considered null and void whether returned to the Guarantor for cancellation or not, by waiving rights under this guarantee and releasing Guarantor from his obligations under it, and any claim or statement received after Expiry Date shall be null and void. If the Expiry Date falls on a non-banking day in [country of residence of Guarantor], claims must reach the Guarantor on the first banking day after such Expiry Date.

This guarantee shall be governed by and construed according to the laws of [country of residence of Guarantor] and any claims regarding this guarantee shall be subject to exclusive jurisdiction of [country of residence of Guarantor] courts.

Any written communication must be receipt by the Guarantor in his office at address stated in this guarantee or by an authenticated SWIFT message, at SWIFT: [SWIFT].

The representatives of the Guarantor who sign this Guarantee confirms that they have all the necessary powers to issue and enforce the Guarantee.

Signatures: