THE UNDERSIGNED

1. GASUNIE TRANSPORT SERVICES B.V. incorporated in Groningen, the Netherlands, hereinafter referred to as "Beneficiary";

and

2. Name, incorporated in City and Country hereinafter referred to as "Obligor";

The Beneficiary and Obligor are hereinafter together referred to as the "Parties" and each a "Party";

WHEREAS

1. Beneficiary and Obligor have entered into and/or will enter into one or more agreements, subject to the Transmission Service Conditions (hereinafter together referred to as the "Agreement") pursuant to which the Obligor has various payment obligations towards the Beneficiary (collectively: the "Secured Obligations").

B. The Parties agree that as security for the payment of the Secured Obligations, the Obligor shall provide a security deposit to the Beneficiary under the terms and conditions set forth in this Security Deposit Agreement, hereinafter referred to as “SDA”.

PARTIES AGREE AS FOLLOWS:

1. **Deposit.**
	1. As security deposit for all Secured Obligations of the Obligor towards the Beneficiary, the Obligor will on or before dd-mm-yyyy deposit an amount of EUR insert amount in Euro to the bank account of Beneficiary:

Bank: ABN AMRO Amsterdam

Euro account: 44.77.83.025

IBAN account: NL05ABNA0447783025

BIC: ABNANL2A

Description: Security Deposit

**1.2** An invoice under the Agreement shall be paid by the Obligor in such a manner that the Beneficiary will have the money at its free disposal within fourteen (14) days of the invoice date. If the due amount is not paid in full or in time, the Beneficiary is entitled to use the security deposit to settle the invoiced amount. The Beneficiary is also entitled to settle any interest due for late payment. Any such settlement shall serve as due payment under the Agreement.

**1.3** The Beneficiary is entitled to use the security deposit despite any other security or guarantee that the Obligor may have rendered in relation to its Secured Obligations and also in case the Obligor is declared bankrupt or is granted a (provisional) suspension of payment or is declared in a similar legal status affecting the rights of creditors generally.

1. **Entry Into Force and Termination.**
	1. This SDA shall come into force on dd-mm-yyyy.

**2.2** The Obligor may terminate this SDA by giving written notice to the Beneficiary, but only in case there are no Secured Obligations left under the Agreement and if all dues have been paid.

**2.3** In case of termination of this SDA or in case the Obligor supplies another kind of security acceptable to the Beneficiary, this SDA will still apply to (i) any claim from the Beneficiary towards the Obligor that has arisen before or on the day of receipt of the termination notice by Beneficiary or on the day of receipt of another acceptable security, and (ii) to any claim that has arisen after the day of receipt of the termination notice by Beneficiary or on the day of receipt of another acceptable security, provided that such claim is related to the Agreement between Beneficiary and Obligor that was entered into before or on the day of receipt of that termination notice or before or on the day of receipt of another acceptable security.

1. **Refund and** **Interest.**
	1. In case of termination of this SDA, the Beneficiary will refund the (outstanding amount of the) security deposit and settle the accrued interest, which has not been refunded earlier to a specified bank account of the Obligor, within five (5) TARGET2 Business Days after the end of this SDA. A TARGET2 Business Day shall be any day on which TARGET2 (the Trans-European Automated Real-time Gross settlement Express Transfer system) is open. In case of a negative interest rate, the accrued interest will be deducted from the amount to be refunded.
	2. In so far as the Obligor supplies another kind of security, acceptable to the Beneficiary, the Beneficiary will refund the security deposit and settle the interest after the replacement security is received. The days of interest to be refunded to or paid by the Obligor will be adjusted accordingly. The Obligor notifies the Beneficiary at least five (5) TARGET2 Business Days before another kind of security will be supplied.
	3. The Beneficiary or the Obligor will pay the accrued interest within five (5) TARGET2 Business Days after each twelve (12) month period if all payment obligations under the Agreement have been met. If the security deposit is used to settle any invoiced amount, the days of interest to be refunded to Obligor will be adjusted accordingly.

**3.4** In case of termination of this SDA by the Obligor or if the security deposit is refunded earlier in accordance with this SDA, the days of interest to be refunded to or paid by the Obligor will be adjusted accordingly. The calculation of interest will take place on the actual/360 basis.

**3.5** The corresponding interest rate for each twelve (12) month period is the €STR quotation + fixed spread of ECB being 0,085% minus 20 basis point (0.2%). If this interest rate is below zero, then the interest amount is to be paid by the Obligor. The first fixing will take place two TARGET2 Business Day before the day the deposit is received on the specified bank account of the Beneficiary. The following fixings will take place two TARGET2 Business Day preceding the end date of the former term.

1. **Severability.**

In the event that a provision of this SDA is null and void or unenforceable (either in whole or in part), the remainder of this SDA shall continue to be effective to the extent that, given this SDA´s substance and purpose, such remainder is not inextricably related to the null and void or unenforceable provision. The Parties shall make every effort to reach agreement on a new clause which differs as little as possible from the null and void or unenforceable provision, taking into account the substance and purpose of this SDA.

1. **Governing Law.**

This SDA is governed by the laws of the Netherlands. Any and all disputes arising from and/or relating to this SDA shall be settled exclusively by the competent court of Noord-Nederland, location Groningen, the Netherlands.

GASUNIE TRANSPORT SERVICES B.V. NAME OBLIGOR

Signed by authorized representative: Signed by authorized representative:

 

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Name: Mr. David Bakker Name:

Title: Manager Customer & Market Title:

Date: dd-mm-yyyy Date: dd-mm-yyyy