

Appendix 14

DRAFT UNCONDITIONAL BANK GUARANTEE TEXT - draft

At the request of RUNE Enia or RUNE Crow in relation to the obligation of [THE CONTRACTOR] to provide to the client security for the purpose of ensuring the due and proper performance of the contractor's obligations under the [UNDERLYING CONTRACT], [THE BANK] unconditionally undertakes to pay on demand any sums which may from time to time be demanded by RUNE Enia or RUNE Crow to a maximum aggregate sum of [EUR X] (THE "SUM") (10 % of the agreement value).

The undertaking is to continue until:

- notification has been received from RUNE Enia or RUNE Crow or
- this undertaking has been returned to [THE BANK] or
- payment to RUNE Enia or RUNE Crow by [THE BANK] of the whole of the sum or
- maximum up to the date of the duration of the Agreement [UNDERLYING CONTRACT] plus six months.

Should [THE BANK] be notified in writing purporting to be signed by or on behalf of RUNE Enia or RUNE Crow that RUNE Enia or RUNE Crow desires payment to be made of the whole or any part or parts of the sum, it is unconditionally agreed that such payment or payments will be made to RUNE Enia or RUNE Crow forthwith without reference to [THE CONTRACTOR] and notwithstanding any notice given by [THE CONTRACTOR] to [THE BANK] not to pay same.