PARENT COMPANY GUARANTEE

This Parent Company Guarantee (the “**Guarantee**”) is made by [name of Contractor’s Parent Company](“**Guarantor**”), a [legal form] incorporated in [country] and having its registered office at [place], in favor of [RWE entity] (“**Counterparty**”), a [legal form] incorporated in [country] and having its registered office at [place].

WHEREAS, [name and address of Contractor], a [legal form] incorporated in [country] and having its registered office at [place] (“**Subsidiary**”) and the Counterparty have entered into \_\_\_\_\_\_ [please specify the underlying contract(s),; eg. contract name, execution date], as the same may from time to time be modified, amended or supplemented (hereinafter referred to as the “**Agreement**”); and

WHEREAS, the Counterparty has requested and the Guarantor hereby agrees to provide a guarantee of the Subsidiary’s obligations and liabilities under the Agreement.

NOW, THEREFORE, the Guarantor hereby agrees as follows:

1. **Guarantee.** The Guarantor hereby irrevocably and unconditionally guarantees the full and due performance of all obligations, duties, undertakings, warranties and liabilities of the Subsidiary under or in connection with the Agreement (collectively the “**Guaranteed Obligations**”).

The Guarantor shall not have any greater liability to the Counterparty by virtue of this Guarantee than it would have had if the Guarantor had been named as the Subsidiary under the Agreement, other than any costs incurred in enforcing this Guarantee and except for defenses arising out of bankruptcy, insolvency, dissolution or liquidation of Subsidiary.

2. **Guarantee Absolute.** The liability of Guarantor under this Guarantee shall be absolute, irrevocably and unconditional irrespective of:

1. any lack of validity or enforceability of or defect or deficiency in the Agreement or any other documents executed in connection with the Agreement;
2. any modification, extension or waiver of any of the terms of the Agreement;
3. any change in the existence, structure or ownership of the Guarantor or Subsidiary, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Subsidiary or its assets.

There are no conditions precedent to the enforcement of this Guarantee, except as expressly contained herein. Without limiting the generality of the foregoing, it shall not be necessary for the Counterparty, in order to enforce performance by the Guarantor under this Guarantee, (i) to exhaust its rights and remedies against Subsidiary, any other guarantor, or any other person liable for the performance of the Guaranteed Obligations, except that Guarantor reserves the right to assert defenses which Subsidiary may have to performance of any Guaranteed Obligation other than defenses arising from the bankruptcy or insolvency of Subsidiary and other defenses expressly waived hereby or by agreement between the Subsidiary and the Counterparty, or (ii) to take any legal proceeding or action or obtain any judgement against the Subsidiary in any court.

1. **Notices.** All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon receipt by the party receiving the notice. Notices shall be sent to the following addresses:

If to Counterparty:

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◼◼◼\_\_\_\_\_\_\_\_\_\_\_\_\_

◼◼◼\_\_\_\_\_\_\_\_\_\_\_\_\_

If to Guarantor:

◼◼◼\_\_\_\_\_\_\_\_\_\_\_\_\_

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4. **Demand and Payment.** Any demand by the Counterparty hereunder shall be in writing and signed by a duly authorized officer of the Counterparty and delivered to the Guarantor pursuant to Section 3 hereof. There are no other requirements of notice, presentment or demand. The Guarantor shall perform, or cause to be performed, such Guaranteed Obligations within fifteen (15) business days of receipt of such demand (a business day as used in this Guarantee is a day on which commercial banks are ordinarily open for business in Frankfurt, Germany).

5. **Subordination.**

During the term of the Agreement, the Guarantor shall not on any ground whatsoever make any claim or threaten to make any claim whether by proceedings or otherwise against the Subsidiary nor, if the Subsidiary comprises more than one entity, against any such entity for the recovery of any sum paid by the Guarantor pursuant to this Guarantee. Any such claim shall be subordinate to any claims (contingent or otherwise) which the Counterparty may have against the Subsidiary and/or any entity as aforesaid arising out of or in connection with the Agreement until such time as such claims have been satisfied by the Subsidiary and/or any entity as aforesaid or the Guarantor as the case may be. To that intent the Guarantor shall not claim or have the benefit of any security which the Counterparty holds or may hold for any monies or liabilities due or incurred by the Subsidiary and/or any entity as aforesaid to the Counterparty and, in case the Guarantor receives any sum from the Subsidiary and/or any entity as aforesaid in respect of any payment by the Guarantor hereunder, the Guarantor shall hold such sum in trust for the Counterparty for so long as any sum is payable (contingently or otherwise) under this Guarantee.

6. **Term; Termination.** This Guarantee creates a continuing guarantee and shall automatically expire on the earlier of:

(a) the date on which all the obligations and liabilities of the Subsidiary under the Agreement have been fully satisfied and/or have expired; or

(b) the date the Guarantee is returned to the Guarantor for cancellation; or

(c ) the date the Guarantor receives Counterparty’s written declaration that the Counterparty releases the Guarantor from all liabilities towards the Counterparty under this Guarantee;

(the “**Expiry Date**”) without any notice from the Guarantor being required. Notwithstanding the Guarantee expiring automatically, the liability of the Guarantor under this Guarantee shall continue in full force and effect in relation to all Guaranteed Obligations which are due, owing or incurred on or before the Expiry Date in respect of which demand has been made on the Guarantor.

The Counterparty’s original of this Guarantee will be returned by the Counterparty to the Guarantor within twenty (20) business days after the Expiry Date.

7. **Assignment; Successors and Assigns.** The Guarantor may only assign its rights and obligations hereunder with the prior written consent of the Counterparty. The Counterparty may assign, charge or transfer its rights and benefits under this Guarantee (or any part thereof) to any party to whom it assigns, charges or transfers its rights under the Agreement or to any person providing finance for the performance of its obligations under the Agreement (or trustee thereof) without the Guarantor’s consent, subject to the Counterparty giving prior written notice of such assignment, charge or transfer to the Subsidiary and the Guarantor.

8. **Amendments, etc.** No amendment of this Guarantee shall be effective unless in writing and signed by Guarantor and Counterparty. No waiver of any provision of this Guarantee nor consent to any departure by the Guarantor therefrom shall in any event be effective unless such waiver shall be in writing and signed by Counterparty. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given. If at any time any provision hereof is or becomes illegal invalid or unenforceable in any respect under the law of any jurisdiction neither the legality validity or enforceability of the remaining provisions hereof nor the legality validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affect or impaired thereby.

9. **Captions.** The captions in this Guarantee have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guarantee.

10. **GOVERNING LAW; SUBMISSION TO EXCLUSIVE JURISDICTION. THIS GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, \_\_\_\_ [please insert applicable law as agreed in the underlying contract]. THE PARTIES HERETO HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF \_\_\_\_ [please insert decision body as agreed in the underlying contract] FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS GUARANTEE.**

 IN WITNESS WHEREOF, the Guarantor has caused this Guarantee to be duly executed and delivered by its duly authorized representative effective as of this \_\_ day of \_\_\_\_\_\_, 2021 (“**Effective Date**”).

[Name of Guarantor]

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Title: