

Vattenfall General Terms and Conditions for Feed-in of Electricity by the Business Market

1 november 2025

1. Definitions

The terms that are capitalized in the Feed-in Agreement, its annexes, and these General Terms and Conditions are defined terms and shall have the meanings set out below. Terms that are used in the singular form shall also be understood to refer to plural forms and vice versa.

ACM: the Authority for Consumers and Markets (*Autoriteit Consument & Markt*), as referred to in Article 2(1) of the Establishment Act of the Netherlands Authority for Consumers and Markets, being the regulatory authority that, among other things, supervises the energy market;

Active Customer: an End Customer, or a group of jointly acting End Users, who, within an individual or joint installation, consumes or stores self-generated or shared electricity, sells or shares self-generated electricity, consumes or stores shared electricity, or makes use of flexibility or energy efficiency services, on condition that such activities do not constitute their primary commercial or professional activity;

Allocation Point: administrative point where injection, withdrawal or consumption of electricity is attributed to Vattenfall (or another Market Participant);

Authorised Representative: the natural person practising a liberal profession, or the sole proprietorship, the partnership, the legal entity, the foundation, the association, the religious organisation or the public body, who is authorised by the Producer to perform, on behalf of the Producer, the (legal) acts further described in the Feed-in Agreement;

Balancing Data: all information and data the Producer must provide to Vattenfall in the context of the balancing responsibility performed by Vattenfall and which are known or ought to be known to the Producer, including at least: (i) all relevant data relating to all planned and unplanned interruptions of standard operations, (ii) all information relating to failures, (iii) EAN code(s) of the Connection(s), (iv) all changes to the Connection (including changes relating to the Primary and Secondary Allocation Points) of the Producer, (v) feed-in and production data of the Producer and changes in the Producer's feed-in or production pattern, (vi) all data regarding any suspicion or determination of incorrect measurements of production or consumption, (vii) the installation of (additional) generation capacity or storage capacity affecting the production pattern, and (viii) all other relevant data or information that may affect or could affect the performance of Vattenfall's balancing responsibility;

Balancing Responsibility: the responsibility for maintaining the balance between planned electricity production, consumption and transport needs within its own portfolio and for which the Balancing Responsible Party submits a daily program to the Transmission System Operator;

Balancing Responsible Party: a natural or legal person responsible for keeping their portfolio in balance and thus responsible for the imbalance they, or the party they represent, cause in the Transmission or Distribution System for electricity, and who, in accordance with the methods or conditions for electricity referred to in Article 3.119 of the Energy Act, is admitted by the electricity Transmission System Operator as a balancing responsible party;

Business Market: Producers, other than producers who sell or wish to sell or share self-produced electricity for the producer's own household, excluding commercial or professional activities;

Codes: all applicable technical codes and conditions (as amended from time to time), as established by the ACM in accordance with the Energy Act or preceding legislation, or, where applicable, the ministerial regulations that replace those codes and conditions;

Connection: a component of the Transmission or Distribution System for electricity, consisting of one or more lines and associated instruments between a Transmission or Distribution System and immovable property as referred to in Article 16 a until e of the Valuation of Immovable Property Act (*Wet waardering onroerende zaken*);

Connections Register: the central connections register (CAR), the central register of the joint System Operators in which each System Operator manages its register and records, per (planned) Connection, data such as the category of a Connection, how the Connection is metered, the standard annual consumption and the allocation method;

Connection and Transport Agreement: the agreement between the Producer and the System Operator concerning the Connection to the Transmission or Distribution System and the conditions of the System Operator applicable thereto;

Consequential and Business Loss: loss that is not a direct consequence of a breach of contract or tort; this includes at least, but not exclusively: lost turnover or profit, lost interest, crop damage and loss of third-party orders;

Contract Price: the price for electricity, as further defined and set out in the Feed-in Agreement;

Contracts Register: the register in which, among other things, contract end data of the Producer are recorded (formerly the Contract End Data Register (CER));

Contract Volume: the contracted quantity of electricity in kWh per year as specified in the Feed-in Agreement;

Data: all information and data the Producer must provide to Vattenfall relating to Feed-in, including the Balancing Data and all other data and information that may affect or could affect the performance of the Feed-in Agreement;

Disputes Committee: the Energy Business committee of the Dutch Foundation for Complaints and Dispute Resolution in The Hague (*Geschillencommissie*);

EAN Code: a unique identification number in accordance with the European Article Numbering, consisting of eighteen digits assigned per Connection or per Allocation Point;

Electricity Network: the Dutch network of lines, cables and other connections consisting of both the Transmission System and the Distribution System, through which electricity is transported;

End Customer: the party who has been granted a Connection by the System Operator and who buys or wishes to buy electricity for their own use;

Energy Act: act of 11 December 2024, containing rules on energy markets and energy systems (Energy Act), as amended from time to time;

Feed-in (or Backdelivery): the sale of the quantity of electricity produced by Producer, as agreed between the Producer and Vattenfall, and supplied by Producer at the Allocation Point;

Feed-in (Backdelivery) Agreement: the agreement between Vattenfall and the Producer for the Feed-in (Backdelivery) of electricity, including all conditions applicable thereto and all appendices;

Feed-in Period: the period during which, under the Feed-in Agreement, Feed-in by the Producer to Vattenfall takes place, commencing on the first day of Feed-in;

Force Majeure: a non-attributable failure as referred to in Article 10 of these General Terms and Conditions;

General Terms and Conditions: these general terms and conditions;

kWh: kilowatt-hour;

Large Connection: a Connection with a capacity greater than 3x80A for electricity (*grote aansluiting*);

Laws and Regulations: all applicable Laws and Regulations (including the Energy Act), the Energy Decree (*Energiebesluit*, the general administrative order containing rules on energy markets and energy systems), underlying ministerial regulations and the Codes, as amended or replaced from time to time;

Market Participant: a natural person or legal entity who buys or sells electricity without the intervention of another market participant, who produces, aggregates, supplies, facilitates peer-to-peer trading, or provides demand response services or electricity storage services, except for a natural person or legal entity insofar as they share electricity;

Metering Device: an instrument or set of instruments with a metering function that measures at least the injection, withdrawal or consumption of electricity, excluding auxiliary instruments that support the metering function and that are part of a Connection;

Metering Responsible Party: the party who, in accordance with the provisions of or pursuant to the Energy Act, is recognised and authorised, among other things, to install the Metering Device and to record the metering data of Large Connections;

Micro-enterprise: the Producer or Active Customer that is a business with (i) fewer than ten (10) employees and (ii) whose annual turnover or annual balance sheet total does not exceed €2 million;

Party/Parties: each of the Producer and Vattenfall is a Party; together they are also referred to as the Parties;

Primary Allocation Point: the first Allocation Point assigned by a System Operator to a Connection;

Producer: the Active Customer or any other natural person or legal entity who produces electricity;

Secondary Allocation Point: any Allocation Point assigned by a System Operator to a Connection other than the Primary Allocation Point;

Small Connection: a Connection with a maximum capacity less than or equal to 3x80A for electricity (*kleine aansluiting*);

Supply Point: the point on the Transmission or Distribution System where the Producer Feeds-in electricity for the benefit of Vattenfall, including but not limited to the Allocation Point and/or the Connection;

System Operator: an operator of a Transmission or Distribution System for electricity in the Netherlands (formerly: the network operator), as well as anyone who, in accordance with Articles 3.6 and 3.7 of the Energy Act, is recognised as the operator of a closed distribution system;

Termination Fee for Feed-in: the fee a Market Participant, including a supplier, may charge, in accordance with Laws and Regulations, to a Micro-enterprise if the Micro-enterprise terminates a fixed-term Feed-in Agreement with a price and/or costs fixed in advance or during the term of the Feed-in Agreement, before the end of the term;

Transmission and Distribution System for electricity: a system of lines and associated instruments for the transport of electricity at a voltage level lower than 110 kilovolts (**Distribution System**) or equal to or higher than 110 kilovolts (**Transmission System**);

Vattenfall: Vattenfall Sales Nederland N.V.;

2. Applicability

- 2.1. These General Terms and Conditions apply to all offers (quotations) by Vattenfall to purchase electricity and Feed-in of electricity by the Producer plus any related services, and to all agreements with Vattenfall relating thereto, unless stated otherwise in writing.
- 2.2. The applicability of any (general, product, purchasing or other) conditions of the Producer is hereby expressly rejected.
- 2.3. A Party may only rely on deviations from these General Terms and Conditions if and to the extent that such deviations have been accepted in writing by both Parties.
- 2.4. If any provision of these General Terms and Conditions should be void, unenforceable or otherwise invalid for any reason, the remaining provisions shall remain in full force, and the Parties will mutually agree on a replacement arrangement that preserves the intent of the invalid provision as much as possible.
- 2.5. Specific provisions apply to Micro-enterprises and Producers with a Small Connection, which are included at the end of the relevant article.
- 2.6. In the event of a conflict between the provisions of these General Terms and Conditions and those of the Feed-in Agreement, the provisions of the Feed-in Agreement will prevail.

3. The Feed-in agreement

- 3.1. All offers (quotations) from Vattenfall are valid for the period indicated therein, unless expressly and in writing stated otherwise. If the quotation indicates that it must be signed by a certain date, this is also the latest date on which the offer (quotation) is valid.
- 3.2. The Feed-in Agreement is formed by acceptance by the Producer of Vattenfall's offer within the latest date stated in Article 3.1 of these General Terms and Conditions, or by Vattenfall's acceptance of the Producer's application. Acceptance by the Producer of any valid offer(s) (quotations) from Vattenfall is irrevocable.
- 3.3. The Feed-in Agreement enters into effect on the date of signature, unless a different effective date is agreed in writing.

- 3.4. A fixed-term Feed-in Agreement is tacitly renewed for a subsequent term of one (1) year unless one of the Parties terminates (*opzeggen*) the Feed-in Agreement in writing no later than three (3) calendar months before the end of the (renewed) term.
- 3.5. If (i) after entering into the Feed-in Agreement, the Producer has informed Vattenfall of a change in its type of undertaking as referred to in the Energy Act such that the Producer has changed into a Micro-enterprise and (ii) the Feed-in Agreement has not been terminated or not terminated in time, the Feed-in Agreement, in deviation from the foregoing, will continue for an indefinite term (*onbepaalde duur*) in accordance with Article 3.14 of these General Terms and Conditions.
- 3.6. Except as provided in Articles 3.13, 10.3 and 12 of these General Terms and Conditions, interim termination (*opzegging*) or dissolution (*ontbinding*) of a fixed-term Feed-in Agreement is not possible, unless the Parties have expressly and in writing agreed otherwise. Only if the Parties have entered into a Feed-in Agreement for an indefinite term (*onbepaalde duur*), may either Party terminate (*opzeggen*) the Feed-in Agreement with a notice period of three (3) months.
- 3.7. Vattenfall is only bound by non-binding or indicative offers (quotations) if it has confirmed these in writing, or if it has commenced performance of the services described in the relevant quotation(s).
- 3.8. Oral promises or arrangements by or with its staff do not bind Vattenfall, except after and to the extent that such promises or arrangements have been confirmed in writing by a person authorised to do so.
- 3.9. Vattenfall is only bound by (written) adjustments to the Feed-in Agreement requested by the Producer if Vattenfall has accepted these changes in writing. Commencement of performance of the services described in the relevant quotation(s) never implies, in deviation from Article 3.7 of these General Terms and Conditions, acceptance by Vattenfall of the changes requested by the Producer.
- 3.10. These General Terms and Conditions apply unreservedly to written changes to offers (quotations) or the Feed-in Agreement accepted by Vattenfall, unless agreed otherwise in writing.

Micro-enterprise

- 3.11. Articles 3.4 and 3.8 of these General Terms and Conditions do not apply to a Micro-enterprise.
- 3.12. A Feed-in Agreement for an indefinite term (*onbepaalde duur*) may be terminated (*opzeggen*) by both Vattenfall and the Micro-enterprise at any time free of charge subject to a notice period of one (1) month. A Micro-enterprise is not liable for a Termination Fee for Feed-in upon termination of a Feed-in Agreement for an indefinite term.
- 3.13. In deviation from Article 3.6 of these General Terms and Conditions, a Micro-enterprise may terminate (*opzeggen*) a fixed-term Feed-in Agreement early subject to one (1) month's notice. Upon early termination (*opzeggen*) of the fixed-term Feed-in Agreement by the Micro-enterprise, the

Micro-enterprise owes Vattenfall the Termination Fee for Feed-in in accordance with Article 14.5 of these General Terms and Conditions, unless otherwise specified in the Feed-in Agreement, in which case the Feed-in Agreement prevails.

3.14. If the Micro-enterprise has entered into a fixed-term Feed-in Agreement and:

- a. the Feed-in Agreement has reached its original end date; and
- b. the Micro-enterprise has not terminated (*opgezegd*) the Feed-in Agreement; and
- c. the Micro-enterprise has not entered into a new Feed-in agreement with Vattenfall for the same Connection(s); and
- d. the Micro-enterprise has not switched to another supplier with one or more Connections to which the Feed-in Agreement relates,

then the Feed-in Agreement will continue (*voortzetting*) from the day immediately following the end date under the following conditions:

- i. the Feed-in Agreement will be for an indefinite term (*onbepaalde duur*) from that day; and
- ii. the continuation applies only to the Connection(s) for which the Micro-enterprise has not switched to another supplier, or has not entered into a new Feed-in agreement with Vattenfall; and
- iii. from that day the terms and prices of the – product for an indefinite term without a fixing option apply. This is a product where:
 - i. periodically during the further term of the Supply Agreement the contractfees (*contractopslagen, dan wel afslagen*), the fixed fee (*vastrecht*) and, if applicable, the price for guarantees of origin may be adjusted due to one or more reasons as set out in Article 8.7(b–e); and
 - ii. the market price is automatically determined at fixed moments in time based on a public index price, such as but not limited to the ICE Endex End of Day Settlement or the EPEX NL Day Ahead prices of that fixed moment,
 whereby the Micro-enterprise has no option to fix prices or volumes.

The Micro-enterprise will receive at least one (1) month's prior written notice of the new prices and the product for an indefinite term before the Feed-in Agreement is continued (*voortgezet*) for an indefinite term (*onbepaalde duur*).

4. Feed-in by the Producer and offtake by Vattenfall

- 4.1.** The Producer undertakes, for the entire term of the Feed-in Agreement, to supply to Vattenfall the Contract Volume of electricity, and Vattenfall undertakes to offtake (*afnemen*) the Contract Volume of electricity from the Producer, subject to and in accordance with the terms and conditions set out in the Feed-in Agreement.

- 4.2.** Feed-in by the Producer to Vattenfall takes place at the Supply Point from the first day of a calendar month, unless the Parties have agreed in writing on a different date.

- 4.3.** The Producer warrants (*staat er voor in*) to Vattenfall that the Producer can start Feed-in on the date the Parties have agreed in the Feed-in Agreement as the start date for Feed-in.

- 4.4.** If Feed-in, for any reason other than due to Vattenfall, commences later than the time agreed in the Feed-in Agreement, then the Feed-in Period and the obligation to Feed-in under the Feed-in Agreement are deemed to have commenced on the date of commencement of the actual Feed-in. The originally agreed end date of the Feed-in Agreement remains in full force.

- 4.5.** The volume of Feed-in is determined based on metering data from the Metering Device as further described in Article 6 of these General Terms and Conditions (subject to possible correction and/or estimation as described in Articles 6.4 and 6.6 of these General Terms and Conditions) and in accordance with what is provided in Laws and Regulations.

- 4.6.** If the Supply Point or Allocation Point, through no fault of Vattenfall, is assigned to or can be assigned to Vattenfall only after the start of Feed-in, Vattenfall is entitled to recover any resulting costs (including but not limited to costs related to the Feed-in) and damage (including but not limited to any losses relating to the (re)sale of generated electricity by Vattenfall) from the Producer.

5. Connection and transport

- 5.1.** The Producer with one or more Large Connections will, for each Large Connection and at its own expense and risk, enter into a Connection and Transport Agreement with the designated System Operator, in order to enable Feed-in in accordance with the Feed-in Agreement.

- 5.2.** The failure to enter into and/or the full or partial nullification (*vernietiging*), dissolution (*ontbinding*) or termination (*beëindiging*) of a Connection and Transport Agreement can never result in the Producer fully or partially nullifying (*vernietiging*), dissolving (*ontbinding*) or terminating (*beëindiging*) the Feed-in Agreement.

- 5.3.** The Producer is responsible for paying the costs of establishing and maintaining the Connection, as well as the costs associated with the Metering Device and the meter and other services performed by the System Operator or Metering Responsible Party.

- 5.4.** If the Producer has, or will in the future have, a Connection with a Primary Allocation Point and one or more Secondary Allocation Points, these Allocation Points are all inextricably linked to the Connection. The installation associated with a Secondary Allocation Point may not be used for the residential purposes. Feed-in to Vattenfall via a Secondary Allocation Point depends on the availability and functioning of the Primary Allocation Point. Vattenfall is not liable for shortcomings in

Feed-in via a Secondary Allocation Point resulting from problems with, disconnection of, or the unavailability of the Primary Allocation Point. The risk of unavailability of the Primary Allocation Point is borne by the Producer.

Small Connection

- 5.5.** In addition to Article 5.1 of these General Terms and Conditions, the Producer with a Small Connection is obliged to provide all necessary cooperation for the establishment of the Connection and Transport Agreement for each Small Connection, insofar as and as soon as Vattenfall is or will become the supplier at the Primary Allocation Point belonging to the relevant Small Connection. Vattenfall charges, on behalf of the relevant System Operator, the periodic fees due under the Connection and Transport Agreement to the Producer. The Producer is obliged to pay these fees to Vattenfall, who collects these fees on behalf of the System Operator. Only payment of these fees to Vattenfall qualifies as discharge of the payment obligation.

Micro-enterprise

- 5.6.** Article 5.2 of these General Terms and Conditions does not apply to a Micro-enterprise if that Micro-enterprise also has a Supply Agreement with Vattenfall under which Vattenfall supplies electricity to the Producer. This does not affect that dissolution (*ontbinding*) of the Feed-in Agreement by the Micro-enterprise is only possible insofar as permitted on the basis of (i) statutory grounds for dissolution or (ii) dissolution grounds expressly included in these General Terms and Conditions or the Feed-in Agreement, if any.

6. Metering and the metering device

- 6.1.** The Producer ensures that, at its own expense and risk, a Metering Device is or will be placed and maintained at the Supply Point in accordance with Laws and Regulations, and with due observance of the provisions included in these General Terms and Conditions. The Producer ensures that the Metering Device is configured as such and that metering is conducted in accordance with Laws and Regulations and other applicable metering rules.
- 6.2.** The Producer with a Large Connection ensures that, at its own expense and risk, a Metering Responsible Party is active and remains active at every Large Connection, for at least the term of the Feed-in Agreement.
- 6.3.** Unless agreed otherwise in writing, the quantity of electricity Fed-in by the Producer is determined based on data obtained with the Metering Device. Vattenfall receives this data via the messaging traffic from the System Operator(s) or the Metering Responsible Party in accordance with the provisions in Laws and Regulations. Vattenfall collects and validates, in accordance with Laws and Regulations, the metering data of a Small Connection at whose Primary Allocation Point Vattenfall is active which has a Metering Device without communication

functionality or a Metering Device whose communication functionality is disabled, and establishes these metering data for the benefit of the Producer. The Producer is obliged to cooperate with this in accordance with Laws and Regulations.

- 6.4.** The determination of the produced and Fed-in quantity of electricity may, as a result of a correction by the System Operator (including due to additional (metering) data (including corrected metering data) from the System Operator and/or the Metering Responsible Party), be adjusted by Vattenfall and the Producer up to a maximum of five (5) years after the Feed-in. This corrected Feed-in is settled at the agreed rates from the Feed-in Agreement that applied in the period to which the correction relates, unless Laws and Regulations provide otherwise. All other costs related to or arising from this correction are borne by the Producer.
- 6.5.** Unless otherwise agreed, Vattenfall requests the necessary data regarding the Producer, or the relevant Connection or Allocation Point, in accordance with Laws and Regulations from the Connections Register or the Contracts Register and/or from the responsible System Operator. The Producer bears the costs associated with providing the data. If Vattenfall receives the data directly from the System Operator and insofar as the relevant System Operator charges costs to Vattenfall, Vattenfall will refer the relevant System Operator to the Producer. Vattenfall is never obliged to pay any costs charged by the System Operator.
- 6.6.** If Vattenfall does not timely have the data mentioned in the preceding paragraphs and/or if an obvious error was made when recording meter readings or processing metering data, or if Vattenfall reasonably doubts the accuracy of the meter readings or metering data, Vattenfall is entitled to estimate, to the best of its ability, the quantity of electricity Fed-in by the Producer and to determine it based on the data available to Vattenfall, including (i) the quantity of Feed-in in a previous corresponding period, (ii) the average quantity of Feed-in in a preceding and/or subsequent period, or (iii) a combination of these methods. This does not affect Vattenfall's right to determine the quantity of electricity actually Fed-in at a later time based on the reading of the Metering Device and to pay the amounts due based on the adjusted volumes to the Producer or, if Vattenfall has paid too much in that regard, to reclaim the overpaid amounts, which the Producer in turn will pay to Vattenfall in good time.
- 6.7.** In case of doubt about the accuracy of the Metering Device and/or metering data, both the Producer and Vattenfall may request clarification from the Metering Responsible Party or System Operator. If the doubt persists, either Party may, within three (3) weeks, engage an expert jointly to be appointed (such as another Metering Responsible Party) to conduct an investigation. If the Parties do not reach agreement on the expert to be appointed within those three (3) weeks, Vattenfall is entitled to appoint an expert to conduct the investigation. In that case Vattenfall will inform the Producer about

the engagement, the costs and the timing of the investigation, and both Parties have the right to be present at the investigation or be represented. The Producer will provide the necessary cooperation to the investigation, including granting access to the Metering Device during normal business hours, regardless of whether the expert is jointly appointed or appointed by Vattenfall. The costs of this investigation are borne by the Party who is (mostly) found to be in the wrong, without prejudice to any possibilities for that Party to recover these costs from a third party.

- 6.8.** If the investigation of the Metering Device shows that the Metering Device has not functioned correctly and the deviation is greater than allowed under Laws and Regulations, the quantity of electricity Fed-in by the Producer will be determined based on the results of the investigation by the appointed expert. If the investigation of the Metering Device does not yield a workable standard for determining the quantity of electricity Fed-in by the Producer, Vattenfall is entitled to estimate Feed-in in the relevant period based on the data available to Vattenfall, including (i) the quantity of Feed-in in a previous corresponding period, (ii) the average quantity of Feed-in in a preceding and/or subsequent period, or (iii) a combination of these methods.

7. Balancing responsibility

- 7.1.** Unless agreed otherwise, from the start date of Feed-in, Vattenfall will ensure that a Balancing Responsible Party is active at the Allocation Point at which Feed-in to Vattenfall takes place, subject to the conditions and provisions set out in this article below. Vattenfall is entitled to subcontract the Balancing Responsibility to a third party of its choice, being a Balancing Responsible Party.
- 7.2.** To perform the Balancing Responsibility, Vattenfall must receive information from the Producer. Unless agreed otherwise, the Producer will therefore, at its own expense, provide Vattenfall with the Balancing Data. If the Producer has not timely, completely or correctly provided the Balancing Data to Vattenfall or has had it provided by the responsible System Operator or Metering Responsible Party, as well as in the event of failures in communication links or in equipment or software of the parties and/or third parties, Vattenfall remains obliged to perform the Balancing Responsibility and is therefore entitled to perform the Producer's Balancing Responsibility based on estimates if necessary. In that case the costs involved, including the costs for imbalance charged or to be charged to Vattenfall, are borne by the Producer. Vattenfall will charge all costs associated with performing the Balancing Responsibility based on estimates to the Producer, who is obliged to pay these costs.

8. Prices

- 8.1.** The price payable by Vattenfall to the Producer and other fees related to Feed-in are set out in the Feed-in Agreement. The Feed-in Agreement

also contains the costs and fees the Producer owes to Vattenfall.

- 8.2.** If Vattenfall and the Producer have agreed a fixed-term Feed-in Agreement, the agreed price for the electricity and the agreed amount of the other fees as stated in the Feed-in Agreement apply for the agreed (initial) term of the Feed-in Period (subject to the fee referred to below in Article 8.3 of these General Terms and Conditions).
- 8.3.** If the Feed-in Agreement is renewed for a further fixed term following the initial or subsequent Feed-in Period as described in Article 3.4 of these General Terms and Conditions, new prices and fees will apply, set unilaterally by Vattenfall. The Producer will receive these new prices and fees from Vattenfall at least two (2) weeks prior to their effective date, with simultaneous notification that the Producer may terminate (*opzeggen*) the Feed-in Agreement in accordance with Article 3.4 of these General Terms and Conditions. The new prices and fees apply for the term of the (Feed-in) period by which the Feed-in Agreement has been (tacitly) renewed. Upon each (tacit) renewal of the Feed-in Period, new prices and fees will apply for the (Feed-in) period by which the Feed-in Agreement has been (tacitly) renewed, established in accordance with the foregoing.
- 8.4.** All amounts a Party owes to the other Party under the Feed-in Agreement will be increased by taxes, surcharges and levies if one Party is required or authorised under government rules to charge these amounts to the other Party. If taxes, surcharges or levies change in the interim, Vattenfall is entitled to adjust these amounts during the Feed-in Agreement. This does not entitle a Producer to (free) termination (*beëindiging*) of the Feed-in Agreement.
- 8.5.** If the Producer and Vattenfall have agreed a Feed-in Agreement for an indefinite term (*onbepaalde duur*), or a fixed-term Feed-in Agreement that has continued for an indefinite term, Vattenfall is during this indefinite term entitled to periodically adjust prices and/or other fees. In that case the Producer will receive the new prices in writing at least two (2) weeks prior to these new prices and fees taking effect, with simultaneous notification that the Producer may terminate (*opzeggen*) the Feed-in Agreement in accordance with Article 3.6 or 3.12 of these General Terms and Conditions, as applicable.

Micro-enterprise

- 8.6.** Article 8.3 of these General Terms and Conditions does not apply to a Micro-enterprise.
- 8.7.** If a Feed-in Agreement between Vattenfall and a Micro-enterprise has been agreed for an indefinite term (*onbepaalde duur*) or has continued for an indefinite term, Vattenfall is entitled during this indefinite term to periodically adjust prices and/or other fees based on one or more of the following reasons:
- Changes in purchase and sale prices of electricity, which depend on developments in the energy market, including price developments in wholesale energy markets;
 - Changes in (expected) costs that Vattenfall

incurs or must incur, both costs directly related to the relevant product (such as certification costs, costs for sustainability or guarantees of origin) and general business costs (such as personnel costs, IT costs, compliance and audit costs);

- c. Changes in the business operations of the Micro-enterprise that affect the costs of Feed-in, including changes in feed-in pattern, the feed-in profile, the Connection or the nature of the business activities;
- d. Changes in price and sales risks, risk premiums and Vattenfall's margin policy; and/or
- e. Changes in Laws or Regulations, decisions or guidelines of a competent (government) authority or supervisory body, or a court judgment.

Note: It is not possible to predict in advance how, for example, prices will develop in the future and what the financial impact will be. This is partly because the Feed-in Agreement for an indefinite term (*onbepaalde duur*) may have a long duration and thus span many years.

- 8.8.** In deviation from Article 8.5 of these General Terms and Conditions, a Micro-enterprise will receive the new prices in writing no later than one (1) month before they apply.

9. Invoicing and security

- 9.1.** All amounts Vattenfall owes under or in connection with the Feed-in Agreement to the Producer are charged by Vattenfall in the name and for the account of the Producer by means of an invoice ("self billing"). Notwithstanding that Vattenfall prepares the self-billing invoice, the Producer remains responsible and liable for the accuracy of this invoice and remains responsible for payment of VAT and/or other taxes and government levies stated on the invoice, insofar applicable.
- 9.2.** If the Producer has objections to the invoice, the Producer must notify Vattenfall of these objections in writing within thirty (30) days after the invoice date. If the Producer has not submitted an objection within this period, the invoice is deemed to have been accepted by the Producer. Vattenfall is entitled not to process an objection submitted after the thirty (30) day period has expired.
- 9.3.** At least once per year (or per Feed-in Period), Vattenfall will settle with the Producer by means of an invoice based on actual or estimated production during that year (or that Feed-in Period). With the invoice, the Producer must refund to Vattenfall any amounts possibly overpaid by Vattenfall in that year, and the Producer may charge Vattenfall any amounts still due for that year.
- 9.4.** When Vattenfall and the Producer have agreed in the Feed-in Agreement on a band-width regarding possible deviations in Feed-in of the Contract Volume, this band-width settlement will likewise take place in the annual invoice as referred to in Article 9.3 of these General Terms and Conditions.

This does not affect Vattenfall's right to charge the band-width settlement at a later time if the actual production of electricity by the Producer is only definitively established at a later time, for example due to delays in the process of allocation and reconciliation of production data at the Allocation Point, or due to the circumstances described in Article 6.4 of these General Terms and Conditions.

- 9.5.** Vattenfall will pay an invoice from the Producer within fourteen (14) days after the invoice date to a bank account indicated by the Producer. Vattenfall is entitled to set off amounts it owes to the Producer against amounts, whether or not due, that the Producer owes to Vattenfall, on any account whatsoever. The payment term of fourteen (14) days also applies to the Producer where the Producer owes an amount to Vattenfall.
- 9.6.** All amounts the Producer owes under or in connection with the Feed-in Agreement to Vattenfall are likewise charged by Vattenfall by means of an invoice in accordance with Article 9.3.
- 9.7.** The Producer is not entitled to suspend (*opschorten*) its payment obligations arising from the Feed-in Agreement for any reason. The Producer waives any right to set-off any amounts owed reciprocally.
- 9.8.** Vattenfall is at all times entitled to conduct (or have conducted) an investigation into the creditworthiness and payment behaviour of the Producer.
- 9.9.** If the Producer's creditworthiness and/or payment behaviour gives cause, Vattenfall is at all times entitled to require a deposit, or other additional security (such as a bank guarantee) from the Producer. Vattenfall will reasonably determine the form of the additional security and the amount of the deposit or additional security, the period to which it relates, the timing and manner in which it must be provided. In the event of changes in the Producer's creditworthiness or other circumstances, Vattenfall is entitled to require an increase of the deposit and/or (new) additional security. At the end of the term of the Feed-in Agreement, the deposit paid by the Producer will be refunded to the Producer, whereby Vattenfall is entitled to set off the deposit against any amounts then still outstanding from the Producer to Vattenfall on any account whatsoever.

Micro-enterprise

- 9.10.** In deviation from Article 9.9 of these General Terms and Conditions, for a Micro-enterprise: (a) Vattenfall may require a deposit only prior to or at the time of entering into the Feed-in Agreement, which must be reasonable and appropriate; (b) the deposit may be a maximum of one third of the total amount of the expected annual settlement; and (c) Vattenfall is not entitled to require other forms of additional security or an increase of the deposit during the term of the Feed-in Agreement. Article 9.7 of these General Terms and Conditions does not apply to a Micro-enterprise.

- 9.11.** If a Micro-enterprise owes statutory commercial interest to Vattenfall in accordance with Article 6:119a of the Dutch Civil Code, Vattenfall is entitled to charge extrajudicial collection costs in accordance with Laws and Regulations to the relevant Micro-enterprise.

10. Force majeure

- 10.1.** The Parties are entitled to invoke Force Majeure (*overmacht*) if performance of the Feed-in Agreement is wholly or partially, whether or not temporarily, prevented by circumstances not attributable to fault, nor for which, under law, legal act or generally accepted views, one of the Parties is responsible. Such circumstances include at least international conflicts, violent and/or armed actions, measures by any domestic or foreign government or supervisory authority, boycott actions, accidents or an event whereby the transport of electricity could not take place freely and undisturbed, outage of the transport network, loss of voltage in the Electricity Network and malfunctioning of the Electricity Network, or any failure by the System Operator(s) to meet their obligations to the Producer and/or Vattenfall.
- 10.2.** The Party wishing to invoke Force Majeure must promptly notify the other Party in writing of the occurrence and cause(s) of the (Force Majeure) situation.
- 10.3.** In the event of Force Majeure on the part of a Party, after notifying the other Party in accordance with Article 10.2 of these General Terms and Conditions, its obligations under the Feed-in Agreement are suspended. If the Force Majeure lasts longer than three (3) weeks, both Vattenfall and the Producer are authorised to dissolve (*ontbinden*) the Feed-in Agreement for the non-executable part by means of a written declaration. The Parties will then consult with each other regarding a possible adjustment of the Feed-in Agreement that approximates as much as possible the original content and intent of the Feed-in Agreement. Notwithstanding the foregoing in this paragraph, the Producer is only entitled to (partial) dissolution of the Feed-in Agreement after payment to Vattenfall of all amounts owed to Vattenfall at the time of (partial) dissolution for the performance rendered up to that moment, which arise from the Feed-in Agreement, regardless of whether these amounts are due.

Micro-enterprise

- 10.4.** The second sentence and thereafter of Article 10.1 of these General Terms and Conditions do not apply if the Feed-in Agreement has been entered into with a Micro-enterprise. In that case, the existence of Force Majeure is determined in accordance with Article 6:75 of the Dutch Civil Code.

11. Liability

- 11.1.** The Producer is, unless there is Force Majeure, in default by operation of law without further notice

of default and is obliged to compensate all loss suffered by Vattenfall as a result of any failure by the Producer to fulfil its obligations under this Feed-in Agreement, as well as for all loss caused by the Producer, its staff, third parties engaged by it and/or by shortcomings in the electricity supplied by it. The Producer indemnifies Vattenfall against all adverse consequences arising from claims made by third parties.

- 11.2.** Vattenfall is only liable for loss as a result of a failure to comply with this Feed-in Agreement if and insofar as this failure is due to intent (*opzet*) or conscious recklessness (*bewuste roekeloosheid*) by Vattenfall. Other than in these cases, Vattenfall's liability is at all times excluded. Vattenfall is likewise not liable for any loss arising from or in connection with any act or omission by a System Operator or other third parties, such as, for example, the non-functioning or malfunctioning of an Installation, a Supply Point, a Connection or an interruption in the transport of electricity by the System Operator.
- 11.3.** Any claim by the Producer for damages must be submitted in writing to Vattenfall within fifteen (15) working days after the date on which the loss occurred or within fifteen (15) working days after the date on which the loss could reasonably have been ascertained. If the Producer does not submit a claim within this period and Vattenfall is thereby not timely given the opportunity to inspect and/or limit the loss, Vattenfall reserves the right not to process the claim further.
- 11.4.** In all cases where Vattenfall is obliged to pay damages, the amount involved per event and per year is limited to a maximum of the (final) total amount Vattenfall owes for the Feed-in of electricity to the Producer, for the month in which the loss occurred.

Micro-enterprise

- 11.5.** For a Micro-enterprise, Articles 11.1 to 11.4 of these General Terms and Conditions do not apply.
- 11.6.** The Micro-enterprise must report the loss suffered as soon as possible, but no later than one (1) year after the Micro-enterprise has reasonably become aware of this loss, in writing to Vattenfall. Vattenfall is not obliged to compensate additional loss resulting from delayed notification that could reasonably have been prevented or limited if the notification had been made on time by the Micro-enterprise.
- 11.7.** If Vattenfall fails to comply with the Feed-in Agreement and, under Laws and Regulations, is liable for the loss suffered by the Micro-enterprise, Vattenfall will compensate this loss in accordance with Laws and Regulations and the provisions of this Article. The provision in Article 11.8 does not apply in the event of intent (*opzet*) or conscious recklessness (*bewuste roekeloosheid*) on the part of Vattenfall.
- 11.8.** If Vattenfall is obliged to compensate loss to a Micro-enterprise, the maximum compensation is the highest of:
- the amount actually paid in connection with the relevant claim by Vattenfall's liability insurer;

- b. an amount equal to the price for Feed-in that Vattenfall owed to the Micro-enterprise over the three (3) months preceding the incident causing the loss. If less than three (3) months have elapsed between the start of Feed-in and the incident causing the loss, the amount owed during this period will be extrapolated pro rata temporis to a period of three (3) months for the purpose of this subparagraph (b); or
- c. an amount equal to EUR 100,000,-.

12. Dissolution and suspension

12.1. If the Producer does not, not timely or not properly fulfil its obligations, Vattenfall is entitled, after prior notice of default in which a reasonable period is granted to still comply, to suspend (*opschorten*) one or more of its obligations under the Feed-in Agreement or to dissolve (*ontbinden*) the Feed-in Agreement in whole or in part by written declaration without prior notice of default, without being obliged to compensate any loss resulting from the suspension or dissolution of the Feed-in Agreement.

12.2. Vattenfall is entitled to suspend (*opschorten*) performance under the Feed-in Agreement or to dissolve (*ontbinden*) the Feed-in Agreement in whole or in part by written declaration without prior notice of default if:

- a. the Producer is declared bankrupt, applies for (provisional) suspension of payments, if the Debt Restructuring (Natural Persons) Act (WSNP) is declared applicable to it, as well as if the Producer's assets are wholly or partially seized;
- b. the Producer proceeds to liquidate or discontinue its business;
- c. the Producer no longer has a Connection to the System (including the situation where the Supply Point is a Secondary Allocation Point, but the Primary Allocation Point is disconnected or has otherwise lapsed or can no longer be used), or if the Connection and Transport Agreement is not or not fully established or if it is wholly or partially nullified (*vernietigd*) or dissolved (*ontbonden*), or is otherwise terminated for any other reason whatsoever;
- d. the Producer performs or has performed acts or has such acts performed whereby the quantity of Feed-in cannot be determined or cannot be determined correctly, including failure to comply or insufficient compliance with the obligations under Article 6 of these General Terms and Conditions;
- e. the requirements set by Vattenfall to the Producer in the context of entering into the Feed-in Agreement are not accepted or complied with;
- f. the Producer fails to provide timely adequate security in accordance with Article 9.9 of these General Terms and Conditions;
- g. the Producer does not, not timely or not properly comply with providing the Balancing Data

- or the Data as referred to in Articles 7.2 and 13 of these General Terms and Conditions;
- h. the Producer does not identify itself or does not satisfactorily identify itself to Vattenfall in a manner indicated by Vattenfall and/or does not provide the other required data needed for performance of the Feed-in Agreement, or provides them insufficiently;
- i. the Producer is in default in payment of a due and payable claim of Vattenfall; or
- j. it is plausible that one or more provisions or requirements from the Feed-in Agreement or Laws and Regulations have not been or will not be complied with by the Producer and the exercise by Vattenfall of the power to dissolve on those grounds is justified.

12.3. The use of Vattenfall's right to suspend (*opschorten*) and/or dissolve (*ontbinden*) the Feed-in Agreement is always at Vattenfall's sole discretion, without being obliged to compensate any loss resulting from such suspension (*opschorting*) and/or dissolution (*ontbinding*) of the Feed-in Agreement and always without prejudice to all rights accruing to Vattenfall, including the right (i) to payment of all amounts owed by the Producer to Vattenfall, which will then be immediately due and payable, and (ii) compensation for all costs, (consequential) loss and interest.

12.4. If Vattenfall makes use of its right to suspend (*opschorten*) and/or dissolve (*ontbinden*) as referred to in this Article 12 or Article 10.3 of these General Terms and Conditions, Vattenfall is also entitled to terminate (*beëindigen*) the Balancing Responsibility insofar as this does not occur automatically.

Micro-enterprise

12.5. Articles 12.1 and 12.4 of these General Terms and Conditions do not apply to a Micro-enterprise.

12.6. The use of its right to suspend (*opschorten*) and/or dissolve (*ontbinden*) the Feed-in Agreement is always at Vattenfall's sole discretion and always without prejudice to all rights accruing to Vattenfall, including the right to payment of all amounts owed by the Micro-enterprise to Vattenfall, which will then be immediately due and payable, including any statutory commercial interest due in accordance with Article 6:119a of the Dutch Civil Code and extrajudicial collection costs in accordance with Laws and Regulations. In addition, upon dissolution (*ontbinding*) by Vattenfall of the fixed-term Feed-in Agreement, the Micro-enterprise owes the Termination Fee for Feed-in.

13. Duty to provide information

13.1. The Producer is obliged to provide Vattenfall with the necessary cooperation in performing the provisions of the Feed-in Agreement and monitoring compliance therewith, in particular by:

- a. timely and fully providing all information, including but not limited to the Data, required to perform the Feed-in Agreement;

- b. notifying Vattenfall as soon as possible in writing of all data, incidents and changes in circumstances that may be relevant to the performance of the Feed-in Agreement, such as damage, defects or irregularities observed or suspected by the Producer with respect to the generation installation or the part of the Connection present on the Producer's premises, including the Metering Device, including breaking of the seal, or if the qualification of the Producer's undertaking changes during the term of the Feed-in Agreement to a Micro-enterprise as referred to in the Energy Act;
- c. notifying Vattenfall in writing at least four (4) weeks in advance of any intended changes to bank account number and invoice address;
- d. notifying Vattenfall in writing at least four (4) weeks in advance of any expected change in the volume of electricity to be Fed-in per year, any intended replacement and/or adjustment of the Producer's Connection, any intended participation in black start services (*noodvermogen*), restoration reserve (*regelvermogen*), congestion or other congestion management or aggregation services, as well as changes to the throughput value of a Connection from a Small Connection to a Large Connection or vice versa, and the merging of multiple Small Connections into one or more Large Connections. In the event of an actual change in the volume of electricity to be Fed-in per year, replacement and/or adjustment of the Connection, Vattenfall is entitled to revise the prices and fees agreed with the Producer.

13.2. The Producer is obliged to inform Vattenfall in writing and by registered mail at least four (4) weeks in advance of an intended move, changed address details, any discontinuation of its business activities, (trade) name changes, a business takeover, a (legal) merger, a (de-)merger or sale of a business unit and/or any other significant change in the corporate structure and/or management of the Producer.

13.3. The circumstances described in Articles 13.2 and 13.1(d) of these General Terms and Conditions do not affect the operation or existence of the Feed-in Agreement, without prejudice to the provision in Article 20.1 of these General Terms and Conditions. Unless the Feed-in Agreement is validly terminated (*opgezegd*) in accordance with these General Terms and Conditions or the Feed-in Agreement, it remains in full force regardless of the existence of the above circumstances. In the cases and circumstances described, the Producer may request Vattenfall to adjust the Feed-in Agreement to the changed circumstances. Vattenfall may attach conditions to this cooperation and is entitled to adjust the Feed-in Agreement in that case. If the Producer accepts the conditions and/or proposed changes to the Feed-in Agreement, the Parties will amend the Feed-in Agreement by means of an addendum. If no

addendum is concluded, the original agreements remain in full force. If the Producer unilaterally implements changes on its side without Vattenfall's consent, this qualifies as an attributable failure (*toerekenbare tekortkoming*) to perform the Feed-in Agreement and Vattenfall is entitled to claim from the Producer compensation for all damage and costs arising therefrom.

13.4. The Producer is responsible for ensuring that Vattenfall has, on the effective date of the B Feed-in Agreement, the correct information (including the Data) for proper performance of the Feed-in Agreement. If Vattenfall does not (i) have the correct information (including the Data) of the Producer on the effective date of the Feed-in Agreement, or (ii) if this information or the Data have changed thereafter, does not have the correct changed information (including the Data) at least four (4) weeks before the Feed-in start date (or on such other date as agreed between Vattenfall and the Producer), Vattenfall is not liable for any failure to perform the Feed-in Agreement insofar as this results from not having or not having timely such data, and all reasonable costs Vattenfall incurs or must incur as a result are borne by the Producer. If changes occur between the effective date of the Feed-in Agreement and the Feed-in start date in the information (including the Data) provided to Vattenfall, the Producer is obliged to notify Vattenfall of these changes without delay in accordance with this Article 13, but in any event four (4) weeks before the Feed-in start date.

Micro-onderneming

13.5. Article 13.3 of these General Terms and Conditions does not apply to a Micro-enterprise.

13.6. The last sentence of Article 13.1(d) of these General Terms and Conditions does not apply to a Micro-enterprise.

14. Change of Market Participant

14.1. If the Producer has terminated (*opgezegd*) the Feed-in Agreement in order to sell the electricity it has self-produced to a third party and on the date the Feed-in Agreement ends no Feed-in agreement has yet been concluded with that third party, nor has a notification been received from the System Operator that the Producer's Connection has actually been assigned to another Market Participant ("switch report"), Vattenfall will continue the purchase and offtake of the Feed-in electricity for the benefit of the Producer for a period of one (1) month after the date on which the Feed-in Agreement ends. Electricity purchased from the Producer after the date on which the Feed-in Agreement ends will be reimbursed to the Producer, reduced by the extra costs incurred by Vattenfall due to that Feed-in. If no switch message has been received by the last day of the one (1) month period, the Feed-in Agreement is deemed, with the Producer's consent, to have been renewed as referred to in Article 3.4 of these General Terms and Conditions.

- 14.2.** If the Producer switches to a supplier other than Vattenfall without having validly terminated (*opgezegd*) the Feed-in Agreement and if the Producer, after being given notice of default (*ingebrekestelling*) of such breach, fails to switch back to Vattenfall within fourteen (14) days, the Producer will owe Vattenfall an immediately payable penalty. This penalty is calculated according to the formula:

$$\text{Penalty} = (\text{remaining months} / 12) * \text{Contract Volume} * \text{Price kWh}$$

Whereby:

- a. remaining months: the number of months remaining in the term of the Feed-in Agreement, with a maximum of three (3) months;
- b. Contract Volume: the quantity of electricity contracted by the Producer in the relevant Feed-in year; and
- c. Price kWh: the agreed price per kWh (also known as the Contract Price) in euros, as stated in the Feed-in Agreement or fixed on the basis of the Feed-in Agreement.

The penalty (*boete*) is charged to the Producer without prejudice to Vattenfall's right to demand that the Producer still performs the Feed-in Agreement and without prejudice to Vattenfall's right to claim damages to the extent these exceed the aforementioned penalty (*boete*).

- 14.3.** An additional amount of one hundred (100) euros per Connection will be charged as administration costs with the penalty (*boete*).

Micro-enterprise

- 14.4.** In deviation from Article 14.1 of these General Terms and Conditions, for a Micro-enterprise, if (i) the Micro-enterprise has terminated (*opgezegd*) the Feed-in Agreement or the Feed-in Agreement ends by operation of law (if agreed in the Feed-in Agreement) and (ii) on the date the Feed-in Agreement ends no Feed-in agreement has yet been concluded with another party, nor has a notification been received from the System Operator that the Micro-enterprise has actually switched supplier ("switch report"), the Feed-in Agreement will, in accordance with Article 3.14 of these General Terms and Conditions, continue for an indefinite term.
- 14.5.** The contractual penalty (*boete*) with the option for damages as set out in Article 14.2 of these General Terms and Conditions does not apply to a Micro-enterprise. If a Micro-enterprise places its Feed-in with another Market Participant (switches "*overstappen*") for one or more Connections during the term of a fixed-term Feed-in Agreement, or terminates (*opzeggen*) the fixed-term Feed-in Agreement early (whether in whole or in part), Vattenfall is entitled to charge the Micro-enterprise the Termination Fee for Feed-in, all in accordance with Laws and Regulations.

15. Unforeseen circumstances

- 15.1.** In the event of unforeseen circumstances (*onvoorziene omstandigheden*), including but not limited to a change in Laws and Regulations as well as price developments in the raw materials market, whereby maintaining the Feed-in Agreement unchanged in its current form is no longer permitted or, by standards of reasonableness and fairness, can no longer be demanded of one or both Parties, the Parties will consult with each other regarding an adjustment of the Feed-in Agreement in order to align it, if possible, with the changed circumstances.

16. Change in laws and regulations

- 16.1.** Upon any enactment or modification of Laws and Regulations, Vattenfall is entitled to make any adjustment to these General Terms and Conditions in order to bring them in line with the amended rules.

17. Privacy

- 17.1.** When applying for a service or product, Vattenfall requests the Producer to provide business data to Vattenfall. These data are used within the Vattenfall group for acceptance of the application, performance of the Feed-in Agreement, relationship management and for marketing purposes. Vattenfall may also use this data to inform the Producer about products and services relevant to the Producer. If the Producer does not wish to receive information about products and services, the Producer may notify this in writing to Vattenfall Sales Nederland N.V., P.O. Box 41920, 1009 DC Amsterdam.
- 17.2.** The Producer's business data may also include personal data. Vattenfall processes these personal data with the utmost care and adequate security. When and why Vattenfall requests personal data and how Vattenfall handles these personal data can be found at www.vattenfall.nl/grootzakelijk/privacy/. This also contains information about the Producer's rights as a data subject, such as the right to object to processing of their personal data for which Vattenfall has a legitimate interest and processing for direct marketing, including profiling related to direct marketing.
- 17.3.** To comply with the rules in the Codes regarding communication between market parties (System Operators, Metering Responsible Parties and Market Participants) and for the drafting and performance of the Feed-in Agreement, Vattenfall shares business data, including information about the Producer's Connection and contract data, with the central databases used in the energy market such as the Connections Register and the Contracts Register. Vattenfall reserves the right to record/have recorded these data concerning the Producer in these central databases during the term of the Feed-in Agreement.

- 17.4.** For drafting and performing a Feed-in Agreement, the Producer has given Vattenfall permission to consult the Connections Register to request consumption, technical and any other data from the System Operator for the Connection(s) included in the Feed-in Agreement.

18. Confidentiality

- 18.1.** The Parties will use its reasonable efforts to ensure that information which reaches them in the context of this Feed-in Agreement and which they know or ought to know is confidential is not disclosed to third parties, other than after written permission from the other Party. The Parties will in particular not distribute the information referred to in this article more widely within their organisation than is necessary for proper performance of the Feed-in Agreement. The Parties will also impose the confidentiality obligation described in this article on third parties they engage in the performance of this Feed-in Agreement.
- 18.2.** This provision does not apply insofar as one or both Parties are obliged, under Laws or Regulations or at the request or order of any competent authority, to make such information available to a third party, nor with regard to information that was already lawfully known to the Party(ies) at the time it was made available from other sources.

19. Waiver of rights

- 19.1.** If one Party or both Parties do not require performance of one or more provisions of this Feed-in Agreement at any time, or do not invoke their rights under this Feed-in Agreement, this may not be construed as a waiver of the right to do so at a later time, nor will any such omission in any way limit this Feed-in Agreement or the rights and obligations of the Parties under this Feed-in Agreement.

20. Transfer of the feed-in agreement

- 20.1.** The Producer is only entitled to transfer its rights and obligations arising from the Feed-in Agreement to a third party after prior written approval from Vattenfall.
- 20.2.** Vattenfall is entitled to transfer the Feed-in Agreement or all rights and obligations under this Feed-in Agreement in whole or in part, to encumber it with limited rights in favour of a third party or to have it taken over by a third party by way of contract transfer (ex Article 6:159 of the Dutch Civil Code). The Producer irrevocably and unconditionally agrees to such transfer, encumbrance or contract transfer and will irrevocably and unconditionally cooperate therewith. The Parties hereby agree that any transfer of control over Vattenfall or its parent company, its assets, or the assets of its parent company does not give the Producer the right to terminate the Feed-in Agreement.

- 20.3.** The Feed-in Agreement remains in force if the legal form of one or both Parties changes.

Micro-enterprise

- 20.4.** In deviation from Article 20.2 of these General Terms and Conditions, Vattenfall is entitled to transfer the Feed-in Agreement with a Micro-enterprise in the following three (3) cases:
- If Vattenfall transfers the Feed-in Agreement and remains liable for full performance by the transferee;
 - If the contract transfer takes place in connection with the transfer of the enterprise, which includes both obligations and rights; or
 - If Vattenfall informs the Micro-enterprise in writing one (1) month prior to the transfer and whereby the Micro-enterprise obtains the right to terminate (*beëindigen*) the Feed-in Agreement.

21. Applicable law and disputes

- 21.1.** Dutch law applies to the Feed-in Agreement and these General Terms and Conditions.
- 21.2.** If a dispute arises between the Parties, the Parties will do everything possible to settle that dispute out of court.
- 21.3.** If the Producer has a question or complaint about the formation or performance of the Feed-in Agreement, the Producer must first submit it to Vattenfall. The quality criteria (which form part of the Feed-in Agreement or are otherwise communicated to the Producer) describe how the Producer must submit a question or complaint and the period within which Vattenfall will respond to such question or complaint.
- 21.4.** Disputes that are not settled out of court, or that are submitted to the court in accordance with the previous paragraph, will be submitted to the District Court of Amsterdam, which will have exclusive jurisdiction.

Micro-enterprise

- 21.5.** In deviation from Article 21.4, a dispute about the formation or performance of the Feed-in Agreement may be submitted by both the Micro-enterprise and Vattenfall to a competent court in the Netherlands.

22. Final provisions

- 22.1.** Vattenfall is entitled to unilaterally amend these General Terms and Conditions. Amendments will be timely communicated by Vattenfall to the Producer and will take effect one (1) month after the date of announcement, unless a different date is stated in the announcement. The amended General Terms and Conditions thus apply to all existing Feed-in Agreements with the Producer.
- 22.2.** These General Terms and Conditions are available for inspection at Vattenfall and are available there free of charge upon request. These General Terms and Conditions can also be consulted at www.vattenfall.nl/grootzakelijk/.

Micro-enterprise

22.3. In deviation from Article 22.1 of these General Terms and Conditions, Vattenfall is only entitled to amend these General Terms and Conditions for a Feed-in Agreement for an indefinite term (*onbepaalde duur*) with a Micro-enterprise if:

- a. the amendment is reasonably deemed necessary by Vattenfall on the basis of technological or other developments in the energy market or in the energy sector, provided that such an amendment may take place at most once every twelve (12) months; or
- b. the amendment is necessary due to a court judgment or a decision of a supervisory authority.