

**General Terms and Conditions for
the supply of electricity and gas
to commercial users**

ConceptsnSolutions B.V.

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1. DEFINITIONS

Agreement: means the agreement in respect of the supply of Goods between CNS and the Consumer to which these General Terms and Conditions apply, as amended from time to time;

Allocation point: means the virtual point at the location of the Delivery Point of an electrical Connection, at which the (administrative) allocation of the exchange of energy between a System and the Grid takes place as if the measurement had been made at the Delivery Point of the Connection;

Business Day(s): means any day, other than a Saturday, Sunday or a public holiday when banks in Amsterdam are open for business;

CNS: means Concepts n Solutions B.V., registered at the trade register of the Dutch Chamber of Commerce under number 67196136, with its registered office in Wierden, the Netherlands;

CNS Data: means any and all electronic data or information submitted by or on behalf of CNS to the Consumer and processed by the Consumer in accordance with the terms and conditions set out in the Agreement or these General Terms and Conditions and any data output generated in accordance with the Agreement or these General Terms and Conditions;

Connection: means the connection between the Grid and the immovable property of the Consumer within the meaning of clause 1(1) sub b of the Electricity Act or clause 1(1) sub m of the Gas Act;

Connection and Transport Agreement: means the agreement in relation to the Connection between the Consumer and the relevant Grid Operator for the connection to, and transport of Goods over, the relevant Grid;

Consumption Notification: means a notification periodically issued by the Grid Operator to the relevant supplier – including any notification regarding a Switch, relocation or the termination of the Agreement – which includes a specification of the meter readings or consumption figures, as may be amended from time to time by the Grid Operator to rectify the former meter reading or consumption figures issued to the Supplier;

Consumer: means any legal entity which has concluded an Agreement with CNS or which intends to conclude an Agreement with CNS, including any Small-Consumers;

Consumer Data: means any and all electronic data or information submitted by or on behalf of the Consumer to CNS and processed by CNS in accordance with the terms and conditions set out in the Agreement or these General Terms and Conditions and any data output generated in accordance with the Agreement or these General Terms and Conditions;

Contract Termination Register or **CTR:** means the Contract Einde Register established per 1 August 2013

which registers all running energy contracts for the supply of electricity or gas to Small-Consumers;

Delivery Point: means the physical, or as the case may be the virtual, delivery point at which CNS shall Supply the Goods to the Consumer;

Electricity Act: means the Dutch Electricity Act 1998 (*Elektriciteitswet 1998*), as amended from time to time;

General Terms and Conditions: means these general terms and conditions;

Grid: means the relevant grid as defined in clause 1 (1) sub i of the Electricity Act or clause 1 (1) sub d of the Gas Act;

Grid Operator: means the relevant grid operator as appointed in accordance with the Electricity Act or the Gas Act;

Gas Act: means the Dutch Gas Act (*Gaswet*), as amended from time to time;

Goods: means the delivery of electricity or gas by CNS to the Consumer;

Guarantee of Origin: means a guarantee of origin (*Garantie van Oorsprong*) as described in clause 1 (1) sub x of the Electricity Act or clause 1 (1) sub at of the Gas Act;

Insolvent: means where a Party:

- (a) enters administration or is the subject of an application for administration filed at any court or a notice of intention to appoint an administrator given by any person filed at any court; or
- (b) has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income; or
- (c) is unable to pay its debts and has therefore requested or been granted bankruptcy by the competent court; or
- (d) has requested for, or has been granted, a suspension of payment (*surséance van betaling*) within the meaning of article 214 of the Dutch Bankruptcy Act; or
- (e) is unable to pay its debts within the meaning of article 1(1) and 6(3) of the Dutch Bankruptcy Act; or
- (f) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction;

Law: means the laws of the Netherlands, including any binding, enforceable and directly applicable supra-national, national, provincial, municipal or governmental statute, ordinance or other law, regulation or any rule, code or direction, notification, order or any licence, consent, permit,

authorisation or other approval including, without limitation, any conditions attached thereto by any government agency which has jurisdiction, including any final and binding ruling by a competent court (*vonnis in kracht van gewijsde*) in respect of any such laws;

Metering Agreement: means any agreement(s) between the Consumer and a certified Metering Responsible Party for the performance of metering responsibility and related services for the Connection(s) or the reading and maintenance of the Metering Device;

Metering Company: means a recognised metering company as defined in clause 1 (1) sub ag of the Electricity Act or clause 1 (1) sub ac of the Gas Act;

Metering Device: means a metering device as defined in clause 1 (1) sub af of the Electricity Act or clause 1 (1) sub ab of the Gas Act;

Metering Responsible Party: means the metering responsible party (*meetverantwoordelijke*) as appointed in accordance with the Electricity Act, the Gas Act and subordinate regulation and registered in the MRP Register Electricity or MRP Register Gas;

Nm3: means normal cubic metre as defined in the Glossary of Gas Terms (*Begrippenlijst Gas*);

Parties: means the parties to the Agreement, referred to individually as "Party" or together as "Parties";

Program Responsibility: means the program responsibility (*programma-verantwoordelijkheid*) as defined in clause 1 (1) sub o of the Electricity Act or clause 1 (1) sub w of the Gas Act;

Small-Consumer: means a legal entity as described in clause 95a (1) of the Electricity Act or clause 43 (1) of the Gas Act;

System: means a connected party's assembly of electrical equipment and cables beginning at the Delivery Point of the Connection or the entirety of the Consumer's pipes and appendages downstream from the Metering Device as viewed from the Grid side, whether or not such assembly shall qualify as an "installation", within the meaning of clause 1 (1) sub ah of the Electricity Act and as referred to in the Gas Act;

Switch: means the act by means of which the relevant Grid Operator implements a switch between suppliers, from the current supplier to a new supplier, for a Consumer's Connection;

Supply: means the supply of the Goods by CNS at the relevant Delivery Point of the Consumer;

Supply Mark-up: means a charge payable by the Consumer to CNS under the Agreement including CNS's overhead, profit margin, costs of imbalance or Program Responsibility, forecasting and nomination costs. The charge specifically excludes any charges for the commodity (e.g. electricity, gas, Guarantees of Origin).

2. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

- 2.1 These General Terms and Conditions shall apply to all offers, quotations and Agreements, as the case may be.
- 2.2 In case of contradiction between the provisions of these General Terms and Conditions and the provisions of the Agreement, the provisions of the Agreement shall prevail.
- 2.3 In the event that a provision of these General Terms and Conditions is invalid or unenforceable (either in whole or in part), the remainder of these General Terms and Conditions shall continue to be effective to the extent that, given its substance and purpose, such remainder is not inextricably related to be null and void or an unenforceable provision. To the extent that any provision hereof is invalid or unenforceable, Parties shall use their reasonable endeavours to procure that such provision is replaced with a provision which is valid and enforceable and which gives effect to the spirit of the original provision in the context of these General Terms and Conditions.
- 2.4 CNS explicitly rejects the applicability of any other general terms and conditions which may be used by the Consumer or to which the Consumer may refer in any manner whatsoever.
- 2.5 Parties shall act reasonably and in good faith if situations occur which are not covered by the provisions of these General Terms and Conditions or the Agreement. In such case, Parties shall enter into negotiations to agree upon a suitable solution reflecting the economic and financial purpose of these General Terms and Conditions or the Agreement, as the case may be.
- 2.6 The Agreement and these General Terms and Conditions are governed by Dutch law.
- 2.7 Where the context so requires or admits, the masculine will include the feminine and the neuter, and the singular will include the plural and vice versa.
- 2.8 References to "written" or "writing" shall include all data in written form whether represented in hand-written, type-written, facsimile, printed, electronic or other format, including e-mail, but excluding SMS and app-based communications.

3. AGREEMENT

Conclusion and term of the Agreement

- 3.1 Unless otherwise agreed between Parties, an offer shall be made in writing and shall be valid for two (2) Business Days following the receipt of the offer by the Consumer. The offer shall be considered as having been received on the next Business Day after the offer has been sent by CNS to the Consumer.

3.2 The Agreement shall be effective between the Parties once the Agreement:

- 3.2.1 is signed by both Parties; or
- 3.2.2 an offer is accepted in writing by the Consumer; or
- 3.2.3 is already being performed by the Consumer, i.e. the Consumer has consumed Goods or has supplied Goods to CNS.

3.3 The Agreement shall continue to be in force for the term as specified in the Agreement, unless terminated early in accordance with the provisions of these General Terms and Conditions. An Agreement which has not been concluded for a specific term is deemed to have been concluded for a term of one (1) year.

3.4 Where an Agreement is concluded with two or more Consumers, each of these Consumers shall be jointly and severally bound by the terms and conditions of the Agreement and these General Terms and Conditions.

3.5 *Any and all Agreements concluded between CNS and a Small-Consumer shall be considered to be an Agreement for an indefinite period, unless Parties have explicitly agreed otherwise in writing.*

Switch to CNS

3.6 The Consumer shall ensure that the agreements with its current supplier for electricity or gas are validly terminated. Such termination shall be at the Consumer's risk and expense.

3.7 CNS shall commence the Supply of Goods on the date and time as agreed between the Parties, under the following conditions:

- 3.7.1 the Consumer has provided any and all relevant information to CNS, as requested by CNS; and
- 3.7.2 the relevant information has been received by CNS at the latest fourteen (14) Business Days prior to the start of the Supply of Goods, or as otherwise agreed between the Parties.

3.8 The Consumer shall bear the risk and expense if such requested information is provided late or is incorrect.

3.9 Unless Parties agree otherwise in writing, CNS shall be the exclusive supplier of the Supply of Goods to the Consumer under the terms and conditions as set out in the Agreement.

Commencement of the Supply

3.10 CNS shall commence the Supply of Goods on:

3.10.1 the commencement date as specified in the Agreement; or

3.10.2 the date on which the Consumer first consumes the Goods as referred to in Clause 3.2.3.

3.11 If the Switch to CNS has not been completed by the relevant Grid Operator on the date as referred to in Clause 3.10, then CNS shall be entitled to recover any and all costs incurred by CNS from the Consumer.

Amendments to the Agreement

3.12 Unless expressly stated otherwise, any oral notifications, oral commitments or oral agreements regarding the content of the Agreement, shall not have any legal effect unless confirmed in writing by any of CNS's representatives.

3.13 Deviations from, or amendments to, the Agreement may only be agreed in writing between the Parties. The Parties shall enter into good faith negotiations to amend the Agreement to reflect the Parties' intention. CNS shall provide an electronic copy of the amended Agreement to the Consumer by sending an email to the Consumer's email address as mentioned in the Agreement.

3.14 *The Small-Consumer shall not be required to pay CNS a termination fee as described in Clause 15.5, when the Small-Consumer terminates the Agreement within ten (10) Business Days after being notified of an amendment of the Agreement which shall impact any of the substantive elements of the Agreement. This clause shall not apply to non-substantive amendments or amendments prescribed by the (local) authorities.*

Notice of extension and termination of the Agreement

3.15 On the expiry of the initial term of the Agreement, the Agreement shall each time be tacitly renewed with one (1) year periods, unless a Party terminates the Agreement by giving written notice at least three (3) months prior to the expiration of the relevant term of the Agreement.

3.16 Unless expressly stated otherwise in these General Terms and Conditions or the Agreement, the Parties are not entitled to terminate the Agreement during its initial term or prior to the end date of the term of a tacitly renewed Agreement.

3.17 In the event that the Consumer has validly terminated the Agreement or the Agreement ends by operation of law and the Consumer has not concluded a new written agreement with CNS despite the fact that the Switch to another supplier for the Supply of Goods has not been concluded, CNS shall be entitled to issue a termination notification to the relevant Grid Operator. The Consumer shall bear any and all costs incurred by

CNS as a result of the issuance of such termination notification.

- 3.18 *In the event that a Small-Consumer has validly terminated the Agreement and a termination notification has not been sent by CNS to the relevant Grid Operator and CNS continues the Supply of Goods to the Small-Consumer, then an Agreement for an indefinite period shall be deemed to have been concluded between the Parties under the same terms and conditions as the previous Agreement subject to the charges which CNS determines at that specific point in time. The Small-Consumer shall be entitled to terminate such Agreement, by giving written notice to CNS, subject to a thirty (30) days' notice period.*
- 3.19 Any election to terminate the Agreement shall not prejudice any other rights or remedies under the Agreement or otherwise. Upon termination of this Agreement for whatever reason, the Consumer shall within fourteen (14) days of termination pay to CNS any amounts due and outstanding to CNS at the date of termination.
- 3.20 *The Small-Consumer shall not be obliged to bear any costs if an Agreement for an indefinite period has been terminated by one of the Parties.*
- 3.21 *In the event that the Small-Consumer and CNS have concluded an Agreement with a limited duration and the Small-Consumer terminates the Agreement before the expiry of the initial term, then the Small-Consumer shall be obliged to pay the agreed termination fee to CNS, as described in Clause 15.6.*

Transfer of the Agreement

- 3.22 CNS is entitled to transfer or assign its rights and obligations under this Agreement and these General Terms and Conditions to a third party.
- 3.23 The Consumer is entitled to transfer its rights and obligations under this Agreement and these General Terms and Conditions, either in whole or in part, to a third party. The Consumer shall request prior written consent from CNS for any such transfer of its rights and obligations under this Agreement. CNS may be entitled to impose additional terms and conditions before granting its permission.
- 3.24 The Agreement remains in full force and effect in the event that a Party's legal status changes to a different status or that a Party forms a legal partnership with another company, demerges to form a separate legal entity or transfers its business to another entity, or that its administrative or non-administrative ownership ratio changes.
- 3.25 *The Small-Consumer shall, as soon as possible, be informed by CNS of any transfer or assignment of CNS's rights and obligations arising from the Agreement to a third party. In case of such transfer, the third party shall be deemed to have assumed any*

and all obligations under the Agreement. If after such transfer, CNS shall no longer be liable towards the Small-Consumer for the performance of the Agreement, the Small-Consumer shall be entitled to terminate the Agreement by giving written notice within thirty (30) days after the receipt of the notification from CNS regarding the transfer of its rights and obligations to a third party. The provisions of these General Terms and Conditions regarding the termination fee shall not apply to a termination under this Clause 3.25.

Miscellaneous

- 3.26 CNS shall be entitled to (i) refrain from concluding the Agreement, (ii) postpone the Supply of Goods, (iii) suspend the Supply of Goods, (iv) terminate the Agreement or (v) impose additional terms and conditions to the Supply of Goods, in the event that:
- 3.26.1 the Consumer fails to identify itself in the manner prescribed by CNS or fails to provide other information which CNS requires for the assessment of the application; or
- 3.26.2 any person(s) who signed the Agreement on behalf of the Consumer was not (fully) authorised or entitled to enter into and execute the Agreement; or
- 3.26.3 the Consumer has failed to settle any and all debts due and payable to CNS. This shall also apply to any and all outstanding debts due and payable in regard to one or more other or previous Connection(s) or Allocation Point(s) of the Consumer; or
- 3.26.4 any requirements imposed by CNS to the Consumer, including the security requested as defined in Clause 13 of these General Terms and Conditions, are not accepted or are not met by the Consumer; or
- 3.26.5 the Consumer did not comply with or shall not comply with one or more provisions or regulations of the Agreement or the applicable Law.
- 3.27 If CNS decides to suspend the Supply of Goods or terminate the Agreement pursuant to Clause 3.26, CNS shall be entitled to send a termination notification to the relevant Grid Operator. CNS shall promptly notify the Consumer by written notice as soon as reasonably possibly after the occurrence of one of the events listed in Clause 3.26. The Consumer shall bear any and all costs relating to such termination notification.
- 3.28 The Consumer shall use its best endeavours to cooperate with postponement, suspension or termination of the Agreement, whichever is applicable, and shall refrain from any acts or omissions which may

impede CNS from complying with its obligations pursuant to the Agreement or Law or which may cause injury or loss to CNS's personnel or property. The Consumer shall impose the same obligations to those persons for whom the Consumer is responsible by statutory provisions or by law.

- 3.29 *If CNS concluded an Agreement with a Small-Consumer, CNS shall cease any of the protection measures described in Clause 3.26 once the Small-Consumer has remedied the events as described in Clause 3.26 and has fully reimbursed CNS for any and all costs incurred by CNS as a consequence of the occurrence of the event.*
- 3.30 *CNS shall not be liable for any and all costs which the Small-Consumer may incur following the provisions of Clause 3.26 and 3.29.*

Supply to a group of Small-Consumers

- 3.31 *In the event that the Supply of Goods can be considered as a Supply to a group of Small-Consumers as described in Clause 95n of the Electricity Act and Clause 52c of the Gas Act, the provisions of these General Terms and Conditions regarding Small-Consumers shall not apply, except from clauses 4.2, 5.2, 7.2, 7.3, 7.7 to 7.9, 8.1, 8.3, 8.8 to 8.11 and 12.2, which shall also apply to the Supply of Goods to such a group of Small-Consumers.*
- 3.32 *In the event that the group of Small-Consumers are represented by a representative as described in Clause 95n of the Electricity Act or Clause 52c of the Gas Act, such representative warrants that he is fully authorised and entitled to enter into and execute the Agreement. The representative is required to demonstrate its authority to CNS within ten (10) Business Days after the conclusion of the Agreement.*
- 3.33 *In the event that a group of Small-Consumers are represented by an unauthorised representative, CNS shall be entitled to immediately terminate the Agreement. The unauthorised representative shall bear any and all costs relating to or incurred by such unauthorised representation.*

4. CONNECTION AND TRANSPORT

- 4.1 The Consumer warrants that any and all Connections comply with applicable Law and any and all Connections are properly connected to the Grid of the relevant Grid Operator based upon the relevant Connection and Transport Agreement.
- 4.2 The Consumer shall conclude at its own risk and expense one (or more) Connection and Transport Agreement(s) with the relevant Grid Operator(s) for the Connection(s) or Allocation Points which are governed by the Agreement. The Consumer shall ensure that said Connection and Transport Agreement(s), or any replacement thereof, remains in place throughout the term of the Agreement.

4.3 *Any and all amounts due to and payable under the Connection and Transport Agreement between the Small-Consumer and the Grid Operator shall be paid by the Small-Consumer to CNS. CNS shall pass the amounts received from the Small-Consumer on to the relevant Grid Operator.*

4.4 CNS shall be authorised to suspend the Supply of Goods or terminate the Agreement in case the Consumer does not fulfil its obligations under the Connection and Transport Agreement(s) and remains in default for a consecutive period of thirty (30) days.

4.5 In the event that the relevant Grid Operator limits or interrupts the transmission of Goods, or the transmission of Goods is limited or interrupted for any other reason, then CNS shall be entitled to:

- 4.5.1 immediately suspend or limit the Supply of Goods; and
- 4.5.2 prohibit the Consumer to consume for specific purposes; and
- 4.5.3 request special conditions for the Supply of Goods;

without incurring any liability for any losses or damages incurred by the Consumer.

4.6 The Agreement remains in full force and effect in the event of any suspension or limitation of the Supply as referred to in Clause 4.5.

5. AUTHORISATION FOR THE SUPPLY OF GOODS

5.1 The Consumer hereby authorises CNS to request and use information on the Connection(s) or Allocation Point(s) registered and recorded by the relevant Grid Operator in the central connections register (*Centraal Aansluitingenregister*).

5.2 *The Small-Consumer hereby authorises CNS to make any and all the required arrangements to ensure that the Supply of Goods can commence on the date agreed between both Parties. Such authorisation may include, if applicable:*

- 5.2.1 *requesting information regarding the Small-Consumer's actual meter readings from the Metering Company or a profile of its consumption over the preceding years; or*
- 5.2.2 *requesting the expiry date and the notice period of the current supply agreement concluded between the Small-Consumer and another supplier; or*
- 5.2.3 *terminating the current supply agreement between the Small-Consumer and a supplier; or*

5.2.4 *in the event of a relocation, concluding a Connection and Transport Agreement on behalf of the Small-Consumer with another grid operator and terminating the current Connection and Transport Agreement.*

such change to CNS. CNS shall respond to such request from the Small-Consumer as soon as reasonably possible.

6. PROGRAM RESPONSIBILITY

6.1 The Consumer hereby agrees to transfer its Program Responsibility to CNS prior to the start date of the Agreement. The Agreement shall stipulate that any and all costs incurred by CNS in performing such Program Responsibility on behalf of such Consumer shall be charged by CNS to the Consumer.

7.4 CNS shall only record and use Consumer Data in the context of the application for, conclusion of or performance of the Agreement or other services, as may be agreed between the Parties in writing.

6.2 In order to enable CNS to properly execute the Program Responsibility under and in accordance with the terms of the Agreement, the Consumer shall provide at its own risk and expense any and all information regarding scheduled and unscheduled variances in the business operations of the Consumer or any third parties which may affect the amount of the Consumer's consumption of the Goods. Scheduled variances in the business operations shall include any and all variances due to maintenance or significant variances in production capacity. Unscheduled variations in the business operations may include any and all variances due to breakdowns or emergencies. The Consumer warrants that it shall provide such information as soon as the Consumer has become aware of such information.

7.5 CNS shall be entitled to obtain the data from the Metering Device and to process such data to the extent required for the appropriate performance of its obligations under the Agreement or otherwise imposed by Law.

6.3 In the event that CNS does not receive the information as described in Clause 6.2 in a timely manner or if the Consumer fails to provide complete and correct information, CNS shall be entitled to recover from the Consumer any and all costs following such incomplete or incorrect information, including imbalance or administrative costs.

7.6 *In case of an Agreement between CNS and a Small-Consumer, CNS shall not be authorised to automatically obtain quarterly or daily metering data. An additional agreement between the Parties shall be required if the Small-Consumer is of the opinion that CNS requires access to the metering data on a quarterly or daily basis.*

7. RECORDING AND USE OF CONSUMER DATA

7.1 Parties acknowledge that based on applicable data protection legislation, the processing of personal data through a processor must be governed by a contract or legal act binding the processor to the controller following which Parties agreed upon the Data Processing Arrangements described in Annex 1 (Data Processing Arrangements) of these General Terms and Conditions.

7.7 *If CNS concluded an Agreement with a Small-Consumer, CNS may consult the Contracts Termination Register to inform the Small-Consumer of any concurrence of the Agreement with another existing supply agreement. In the case where another supply agreement exists for the same Connection, and if requested by the Small-Consumer, CNS shall cancel the Agreement.*

7.2 *The Small-Consumer may submit a written request to CNS to obtain a copy of the personal details obtained by CNS, in so far as those details can be linked to a natural person. Following such request, CNS shall provide the Small-Consumer with a statement including all available personal details of such Small-Consumer to the address of the Small-Consumer as described in the Agreement, as may be amended from time to time.*

7.8 *The Small-Consumer hereby authorises CNS to include any and all relevant details of the Agreement into the Contracts Termination Register.*

7.3 *If such personal details changes, the Small-Consumer shall submit a written request including the reasons for*

7.9 *If CNS concluded an Agreement with a Small-Consumer, CNS shall request the available metering data from the Metering Company or Metering Responsible Party to determine the most actual meter readings and the consumption from the Small-Consumer, in particular in the event of relocation or a Switch.*

8. METERING DEVICE AND METERING DATA

8.1 The Consumer shall at its own risk and expense make arrangements for a Metering Agreement in respect of the Supply of Goods to be in place with a fully certified Metering Responsible Party in accordance with the applicable Law. The Consumer shall ensure that said Metering Agreement, or any replacement thereof, remains in place throughout the term of the Agreement. The installation and maintenance of one or more Metering Devices shall be arranged by said Metering Agreement and comply with the applicable Law.

8.2 *If CNS concluded an Agreement with a Small-Consumer, CNS shall arrange for the installation and maintenance of one or more Metering Devices to the Connection(s) of Small-Consumers. The Small-Consumer hereby explicitly authorises CNS to*

conclude a Metering Agreement with a Metering Company. The Small-Consumer authorises the Metering Company, contracted by CNS, to collect the metering data registered by the Metering Device and to process the data or have the data processed.

- 8.3 The Small-Consumer may appoint its own Metering Company for its Connection(s) as referred to in Article 95ca (2) of the Electricity Act and Article 44a (2) of the Gas Act. In case the Small-Consumer chooses to appoint its own Metering Company and not go with the Metering Company as proposed by CNS, it shall inform CNS at least thirty (30) days before the commencement of the Supply of Goods under the Agreement. If the Small-Consumer fails to notify CNS or fails to notify CNS in a timely manner then the Small-Consumer shall be obliged to use the services of the Metering Company appointed by CNS.
- 8.4 The Consumer shall be responsible for the timely provision of correct and complete metering data to CNS.
- 8.5 The Consumer shall perform its responsibilities referred to in Clause 8.1 and 8.4 by either concluding an agreement with a Metering Responsible Party or obtaining its own recognition as a Metering Responsible Party.
- 8.6 CNS shall not be liable for the failure of the Consumer or its appointed Metering Responsible Party to provide the correct and complete metering data in a timely manner.
- 8.7 The Consumer shall bear any and all costs incurred by CNS due to the non-compliance of the Consumer with its obligations as set out in Clause 8.1 and 8.4.
- 8.8 *The Small-Consumer shall not act in any way such that the Metering Company contracted by CNS may not be able to perform its obligations as agreed under a Metering Agreement or as stipulated by applicable Law.*
- 8.9 *In the event that CNS has concluded a Metering Agreement with a Metering Company on behalf of the Small-Consumer, CNS shall recover any costs incurred under the performance of the Metering Agreement from the Small-Consumer.*
- 8.10 *If the metering data cannot be collected remotely by CNS or the relevant Metering Company, CNS shall promptly file a request to the Small-Consumer to provide such information. The Small-Consumer shall promptly notify CNS and the Metering Company regarding the actual metering data upon the receipt of a request from CNS or the Metering Company. If the Small-Consumer fails to provide the correct meter readings in a timely manner, CNS shall be entitled to charge the Small-Consumer an administrative fee for each Connection (or Allocation Point).*

- 8.11 *The Small-Consumer shall be obliged to grant CNS or the appointed Metering Company access to the Metering Devices at all times to ensure that the metering data can be collected and provided to CNS in a timely manner to perform its Program Responsibility. In the event that CNS does not receive the information described in Clause 8 in a timely manner or the Small-Consumer fails to provide complete and correct information as described in Clause 8.10, CNS shall be entitled to recover from the Small-Consumer any imbalance, administrative or any other costs called whatsoever incurred by CNS.*

9. DETERMINATION OF THE VOLUME OF THE SUPPLY

Collection of the measurement data and the determination of the amount of the Supply

- 9.1 The volume of the Goods supplied by CNS to the Consumer shall be determined by metering data exchanged by the Metering Responsible Party for the relevant Connection(s) or Allocation Point(s) of the Consumer.
- 9.2 The relevant Metering Responsible Party collects the metering data of the relevant Connection(s) or Allocation Point(s). The Metering Responsible Party contracted by CNS shall collect the metering data of the relevant Connection(s) or Allocation Point(s) of Consumers. Such data shall be submitted to the relevant Grid Operator, who shall provide the metering data in a Consumption Notification to CNS. If both Parties have received metering data from the relevant Grid Operator, the Parties shall forward a copy of such metering data to each other.
- 9.3 CNS shall send an invoice to the Consumer based on the volume of the Supply of Goods, which shall be based on the Consumption Notifications as mentioned in Clause 9.2, and shall be in accordance with the provisions of Clause 12 of these General Terms and Conditions.
- 9.4 The Consumption Notifications referred to in Clause 9.2 shall be the basis for the determination of the volume of the Supply and the associated invoices, unless the provisions of Clause 9.6 and Clause 10 of these General Terms and Conditions apply.
- 9.5 The Consumer shall not act in any way such that the volume of the Supply of Goods cannot be determined or determined accurately.

Estimation of the consumption

- 9.6 In the event that CNS does not receive the metering data in a timely manner or where an obvious error is made in using the Metering Devices, CNS may estimate the volume of the Supply of the Goods based upon its forecast. Such forecast can be made on the basis of the following benchmarks:

- 9.6.1 the amount of the Supply in the same period in the preceding year; or
 - 9.6.2 the average amount of the Supply in the preceding or subsequent period; or
 - 9.6.3 another reasonable benchmark.
- 9.7 Once CNS receives a Consumption Notification from the relevant Grid Operator for the period for which CNS had charged the Consumer based on its forecast, CNS shall setoff any difference between the forecast referred to in Clause 9.6 and the volume of Goods consumed by the Consumer as specified in the Consumption Notification issued by the relevant Grid Operator.

Correction of the amount of the Supply

- 9.8 When CNS receives a Consumption Notification or other notification from the relevant Grid Operator which specifies a corrected volume of the Supply of Goods in a specific period then CNS shall, with due observance of the provisions of Clause 9.10, 9.11 and 12.5, recalculate the amount which the Consumer is required to pay to CNS on the basis of the corrected consumption during that period. This recalculation may result in a setoff with the Consumer. This paragraph is without prejudice to Clause 10 of these General Terms and Conditions.
- 9.9 The Metering Responsible Party shall be obliged to carry out a visual inspection of the Metering Device at least once per six (6) years. The provisions of Clause 9.8 remain in full force and effect for corrections on the basis of the aforementioned visual inspection and, when applicable, any such correction may extend to the full 6-year period or a longer period.

Recalculation

- 9.10 When the recalculation as referred to in Clause 9.8, 9.9 and 10.4 concludes that a setoff shall be required then the amount to be setoff shall, depending on the outcome of the recalculation, be credited to the Consumer or to CNS. Any such correction shall be recalculated for a maximum of five (5) years from the date on which CNS receives the corrected Consumption Notification from the relevant Grid Operator.
- 9.11 In the event that the Consumer does not fully comply with the provisions of Clause 8.4 or 8.10, and the recalculation as referred to in Clause 9.8, 9.9 and 10.4 concludes that a setoff shall be required, and such setoff is in favour of the Consumer, then the period for the setoff shall be a maximum of 24 months calculated back from the date on which CNS receives the corrected Consumption Notification from the relevant Grid Operator. If the setoff is in favour of CNS, the period for the setoff shall be the entire corrected consumption period calculated back from the date on which CNS receives the corrected Consumption

Notification from the relevant Grid Operator, whereby CNS is also entitled to charge the Consumer interest of three percent (3%) per annum over the aforementioned period.

- 9.12 In the event that CNS has charged the Consumer for an incorrect volume of the Supply of Goods in any period, then CNS's obligation to recalculate the volume of the Supply and the possible setoff following such recalculation in favour of the Consumer does not, irrespective of the reason, extend beyond the provisions of Clause 9 and 10 of these General Terms and Conditions. CNS shall in no case be obliged to pay any other compensation or setoff to the Consumer.
- 9.13 If CNS carried out a recalculation on the basis of a corrected volume of the Supply then CNS is also entitled to charge any market price difference to the Consumer. When the corrected volume of the Supply in a specific period is greater than the volume that was originally determined for such period then the difference in volume is charged based on the price as mentioned in the Agreement or the EPEX / Day Ahead price, whichever is the highest, during such period. If the corrected volume of the Supply in a specific period is lower than the amount that was originally determined for such period then the difference in volume is charged on the price as mentioned in the Agreement or the EPEX / Day Ahead price, whichever is the lowest, during such period.

10. INSPECTION OF THE METERING DEVICE OR METERING DATA

- 10.1 Either Party can request the relevant Metering Responsible Party, relevant Metering Company or Grid Operator to carry out an inspection when doubts arise regarding the accuracy of the volume of the Supply of Goods as determined in accordance with the provisions of Clause 9.1 of these General Terms and Conditions which CNS has charged to the Consumer. If a Party exercises its right to request for an inspection, such Party shall promptly notify the other Party in writing. After the inspection, the Party who requested the inspection shall immediately inform the other Party, in writing, of the results of the inspection. The request for an inspection shall not limit or otherwise influence the obligation of the Consumer to pay CNS for the volume of the Supply of Goods that has already been invoiced to the Consumer.
- 10.2 The costs of the inspection referred to in Clause 10.1 shall be borne by the Party who requested such inspection.
- 10.3 In the event that the inspection concludes that the volume of the Supply of Goods invoiced by CNS to the Consumer was incorrect, then CNS shall request a corrected Consumption Notification from the relevant Grid Operation on the basis of the outcome of the inspection.

10.4 CNS shall recalculate the amount to be invoiced, based on the corrected Consumption Notification received from the relevant Grid Operator. Such recalculation may conclude that a setoff shall be required, either in favour of the Consumer or in favour of CNS.

10.5 The Consumer shall notify CNS promptly when an inspection of the Metering Device or metering data shall be required in accordance with the Connection and Transport Agreement or on other reasonable grounds, and shall immediately inform CNS of the results of such inspection.

11. CHARGES

11.1 Pursuant to the Agreement, the Consumer is required to pay CNS for the Supply of Goods and any other agreed services. Both Parties may agree on the payment of a Supply Mark-up, which shall be specified in the Agreement, if applicable. Any charges, prices, costs or tariffs stated by CNS to the Consumer, whether in the Agreement or in other communications, shall at all times exclude all applicable taxes and levies including but not limited to VAT, energy tax (*energiebelasting*) and ODE (*Opslag Duurzame Energie*), whichever is applicable.

11.2 Unless Parties stipulated otherwise in the Agreement, CNS shall be entitled to adjust the agreed tariffs. CNS shall, within a reasonable period of time, issue a written notice to the Consumer prior to any such adjustment.

11.3 CNS reserves the right to amend the Agreement in the event of changes or amendments to applicable Law or otherwise, for example as a consequence of:

11.3.1 any adjustments to energy tax regulations and VAT rates; and

11.3.2 any generic adjustments, for example in the event of the general capacity, national transmission, penalties or commodity or imbalance pricing structures, made prior to or during the term of the Agreement.

The Consumer shall not be entitled to terminate the Agreement as a result of an amendment of the Agreement following an event as listed in this Clause.

11.4 In the event that the Dutch Tax Authority imposes an additional assessment on CNS for the taxes, surcharges or duties due and payable by CNS, such as energy tax and VAT, as referred to in Clause 11.3, then CNS shall be entitled to recover any amount of such additional assessment from the Consumer.

11.5 In the event that the Consumer requests additional services from CNS, CNS shall provide a separate invoice to the Consumer in regard to those services. Prior to the performance of any additional services,

CNS shall give an advance notification to the Consumer.

11.6 *In respect of the Connection and Transport Agreement concluded between the Small-Consumer and the Grid Operator, any adjustments or modifications of charges as set out in the Connection and Transport Agreement shall be made in accordance with the general terms and conditions of the relevant Grid Operator.*

12. INVOICING AND PAYMENT

Invoicing

12.1 CNS shall periodically issue, free of charge, the relevant invoice to the Consumer for all charges to be paid by the Consumer pursuant to the Agreement and these General Terms and Conditions.

12.2 *In addition to Clause 12.1, CNS shall charge the Small-Consumer any periodic fees due to the Grid Operator arising out of terms and conditions of the Connection and Transport Agreement. The Small-Consumer shall be obliged to pay such fees to CNS and shall not be entitled to object to the amount of such fees.*

12.3 *CNS shall issue a detailed invoice to the Small-Consumer of the fees, in the event of relocation, termination of the Agreement and in any case once a year.*

12.4 Payment by the Parties of the amounts due shall be effected within fourteen (14) days from the invoice date.

12.5 Invoices for the Consumer are, in principal, to be sent in digital form via an online portal which shall be made available by CNS. Unless otherwise specified in the Agreement, the Consumer shall not receive a hard-copy of the invoices.

12.6 CNS shall be entitled to issue a corrected invoice to the Consumer if, for example, CNS receives a corrected Consumption Notification from the relevant Grid Operator for a specific period. CNS shall be entitled to either send a separate corrected invoice to the Consumer, or to setoff the corrected amount against the next invoice. CNS shall also be entitled to decide not to issue an invoice for the corrected amount of the Supply when the difference, either positive or negative, between the corrected Consumption Notification and the original Consumption Notification is less than 200 kWh of electricity or 40 Nm³ of gas.

Payment

12.7 Payments to CNS can be made solely by means of bank transfer or direct debit. All amounts are payable in euro. The Parties shall agree on the payment method at a later point in time, but in any case two (2) weeks prior to the commencement of the Supply of

Goods. For the avoidance of doubt, CNS does not accept cash payments.

12.8 The Consumer shall bear any and all costs incurred by CNS when the Consumer settles its invoices by means of direct debit to CNS and a payment is reversed. When a payment is reversed CNS is entitled to change the payment method from direct debit to bank transfer, and any discount granted for direct debit, if applicable, shall be cancelled.

12.9 If any due amount under a given invoice by CNS is not paid in accordance with terms and conditions as set out in the Agreement and these General Terms and Conditions by the final date for payment, without prejudice to CNS's other right under the Agreement, the Consumer shall be responsible to pay statutory trade interest (*wettelijke handelsrente*) at the then applicable rate on that sum from the date on which payment falls due until the date of actual payment (before as well as after any court rulings), which interest shall accrue from day to day and be compounded monthly.

12.10 *If requested by CNS, the Small-Consumer shall be required to make an advance payment for the Supply of Goods during the specific billing term. If such advance payment is requested, CNS shall reasonably specify the amount of the advance payment, the period to which such payment relates and the times at which the payment shall be invoiced to and settled by the Small-Consumer. The Small-Consumer shall be entitled to submit a request to CNS for an adjustment of the amount of the advance payments. Such request should clearly state why an advance payment of such amount cannot be requested from the Small-Consumer at this point in time. CNS shall, at its sole discretion, decide on any such request received from the Small-Consumer.*

Setoff

12.11 CNS shall be entitled to setoff amounts due to the Consumer against any amounts payable by the Consumer. The Consumer shall not be entitled to setoff amounts due to CNS against any amounts payable by CNS, nor is the Consumer entitled to suspend its payment obligations.

12.12 Unless otherwise agreed in writing between the Parties, CNS shall be entitled to setoff credit invoices against debit invoices when a debit invoice is outstanding on the expiry of the payment term.

12.13 Any objections to any invoice must be notified in writing to CNS within seven (7) Business Days from the invoice date. Objections to any invoice shall not in any way affect the obligation to pay them, and shall not give rise to any suspension thereof or limitation thereupon unless there is clear evidence of obvious errors such as typing errors or incorrect use of decimal points.

12.14 Any claims by the Consumer against CNS arising from the Agreement are not transferable and cannot be pledged.

12.15 *The Small-Consumer is entitled to setoff any amount due from CNS when the statutory setoff requirements as set out in the Dutch Civil Code are met. However, the Small-Consumer is not entitled to setoff any amounts which CNS has charged in advance invoices.*

13. GUARANTEE, ADVANCE PAYMENT AND SECURITY DEPOSIT

Creditworthiness investigation

13.1 CNS shall at all times be entitled to investigate, or arrange an investigation to, the Consumer's creditworthiness to assess whether the Consumer shall be able to comply with its obligations pursuant to the Agreement and these General Terms and Conditions. The Consumer shall fully cooperate with any such investigation, as may be requested by CNS.

Security

13.2 If requested by CNS, the Consumer shall be obliged to promptly provide sufficient security which covers, for example:

13.2.1 any charges, and

13.2.2 any financial positions taken by CNS on behalf of the Consumer.

13.3 CNS shall request sufficient security from the Consumer, as referred to in Clause 13.2, prior to, during or after the expiry of the Agreement. CNS shall only be entitled to request security after the expiry of the Agreement, if the Consumer has not settled all amounts due to CNS.

13.4 The following types of security can be requested by CNS from the Consumer:

13.4.1 a corporate guarantee; or

13.4.2 an unconditional and irrevocable bank guarantee for a term reasonably deemed adequate by CNS, issued by a reputable financial institution in the Netherlands that is supervised by De Nederlandsche Bank and has received a Standard & Poor's A rating or equivalent; or

13.4.3 a security deposit; or

13.4.4 a guarantee furnished by third parties; or

13.4.5 a periodic advance payment.

The form and amount of the security referred to in this Clause shall be determined by CNS and shall at least

be equal to the sum of the amount which shall be due and payable within a period of six months and an amount equal to the financial positions taken by CNS on behalf of the Consumer, unless CNS is of the opinion that a lower amount of security shall be sufficient. The Consumer shall bear any and all costs and expenses for the provision of such security.

- 13.5 The Consumer may request an explanation from CNS if it is not clear for the Consumer why such security is required by CNS. However, any such request from the Consumer is without prejudice to the Consumer's obligation to provide the security as requested by CNS.
- 13.6 The Consumer shall provide the security required by CNS within ten (10) Business Days after CNS notified the Consumer regarding such request. Should the Consumer not comply with CNS's request then CNS shall be entitled to:
- 13.6.1 suspend the Supply of Goods and other subsequent services, for a period to be determined by CNS; or
 - 13.6.2 terminate the Agreement with immediate effect or, at CNS's sole discretion, to terminate the Agreement with a to be further specified notice period; or
 - 13.6.3 sell the financial positions CNS has taken on behalf of the Consumer in the market either in whole or in part at the prevailing market prices at that point in time, or to hedge or wind down the positions in some other manner.

The Consumer shall bear any and all costs of all the associated negative trading and other results, losses and accompanying costs.

Security deposit

- 13.7 CNS shall only refund a security deposit once the Consumer has settled any and all payments arising from the Agreement and CNS no longer has any financial positions on behalf of the Consumer. Should the Consumer fail to settle all any and outstanding payments within a reasonable term stipulated by CNS, then CNS shall be entitled to deduct the aforementioned outstanding payments from the security deposit before refunding the remainder of the security deposit to the Consumer.
- 13.8 CNS shall pay interest to the Consumer from the time that the Consumer issued the security deposit. The interest percentage on the security deposit shall be equal to the statutory interest rate on consumer transactions minus three (3) percent. CNS shall pay or setoff the interest to the Consumer when it refunds the security deposit.
- 13.9 *CNS shall refund or setoff the security deposit to a Small-Consumer within six (6) weeks from the*

issuance of the final invoice following the termination of the Agreement.

Corporate guarantee

- 13.10 In the event that the Consumer has issued a corporate guarantee as referred to in Clause 2:403 of the Dutch Civil Code by its principal holding company and the relevant principal holding company is, in CNS's sole discretion, sufficiently creditworthy then CNS may rely on the creditworthiness of the principal holding company into account when assessing the Consumer's creditworthiness, provided that:
- 13.10.1 the Consumer furnishes a copy of the relevant corporate guarantee to CNS; and
 - 13.10.2 the principal holding company submits a declaration stating that it will issue CNS timely and specific notification of any withdrawal of the corporate guarantee (CNS shall specify the precise wording of the declaration). Should the corporate guarantee be withdrawn, for whatsoever reason, or the creditworthiness of the principal holding company be reduced by more than ten percent (10%), then the Consumer shall, at CNS's discretion, provide equivalent substitute security to CNS, the Consumer shall also issue a written notification of any withdrawal of other security on the grounds of Clause 13.2, or otherwise, in a timely manner prior to the withdrawal and shall provide equivalent substitute security to CNS, to be determined by CNS without prejudice to any of its rights or remedies under the Agreement.

13.11 CNS's request to the Consumer to provide security, in whatever form, for a certain amount, shall not result in any liability towards the Consumer.

14. PROVISION OF INFORMATION

- 14.1 In the event of an amendment to the characteristic of any Connection(s) or Allocation Point(s), each Party shall be obliged to promptly inform the other Party regarding such amendment. The characteristic of the Connection or Allocation Point may include the profile category, as compared to any other agreements which may be concluded between the Parties. As soon as the amendment becomes effective, CNS shall be entitled to adjust its fees for the Supply of Goods and any other subsequent services, which may be agreed between the Parties.
- 14.2 The Consumer shall be obliged to immediately notify CNS in respect of the following forecasts:
- 14.2.1 its actual consumption of electricity shall vary by more than twenty percent (20%), or more than 1,000,000 kilowatt-hours

- (kWh) per annum, from the amount stated in the Agreement due to factors such as the Consumer's generation of electricity; and
- 14.2.2 its actual consumption of gas shall vary by more than ten percent (10%) per annum from the amount stated in the Agreement; and
- 14.2.3 its forecasted consumption profile shall vary from the historical consumption profile (that the Consumer previously submitted to CNS). CNS shall then reasonably determine the conditions to be attached to the Supply of Goods to the Consumer during the remaining term of the Agreement, as agreed between the Parties, as amended from time to time.
- 14.3 The Consumer shall be obliged to immediately notify CNS in writing of any circumstances or changes of relevance to the performance of the Agreement, in any event including:
- 14.3.1 scheduled interruptions in or scheduled changes to the standard business operations; and
- 14.3.2 unscheduled interruptions, malfunctions, shutdowns or other unscheduled variances from the standard business operations; and
- 14.3.3 information about any downgrade or potential downgrade in its financial position; and
- 14.3.4 changes in the Consumer's name as mentioned in the Agreement; and
- 14.3.5 any change in the representative of the Consumer; and
- 14.3.6 changes in the names and email addresses of contact persons of the Consumer; and
- 14.3.7 changes in bank account numbers and invoice or correspondence addresses; and
- 14.3.8 an intended relocation, contract takeover or business discontinuation; and
- 14.3.9 organisational changes, such as mergers, takeovers, partial sales of business activities or new business activities.
- 14.4 In the event of any changes in circumstances as set out in Clause 14.3, CNS shall be entitled to provide any and all relevant information and details to the relevant Grid Operator when, and subject to the condition that, the Grid Operator shall require such information for the performance of its statutory duties or obligations.
- 14.5 The Consumer shall be obliged to immediately notify CNS of actual and intended changes, variances or occurrences as referred to in Clauses 14.1 to 14.3. The Consumer shall be liable for any and all losses incurred by CNS, such as the loss CNS incurs in purchasing or selling the Goods on the wholesale market and other costs charged by third parties to CNS.
- 15. TERMINATION**
- 15.1 Both Parties shall be entitled to immediately terminate the Agreement by written notice, and without prejudice to its other rights pursuant to the Agreement, in the event that:
- 15.1.1 a Party is dissolved (other than pursuant to a consolidation, amalgamation or merger); or
- 15.1.2 is in material breach of the Agreement and, where the breach is capable of remedy, the defaulting Party fails to remedy such breach within thirty (30) Business Days of a written notice from the other Party specifying the breach and requiring it to be remedied and indicating this might result in termination; or
- 15.1.3 a Party becomes Insolvent.
- In the event that a Party exercises its rights under this Clause 15.1 to terminate the Agreement, such Party shall not be liable for any and all costs or losses following such termination.
- 15.2 Unless otherwise expressly stated in the Agreement, CNS shall be entitled to immediately terminate the Agreement by written notice, and without prejudice to CNS's other rights pursuant to the Agreement, in the event that:
- 15.2.1 the Consumer fails to make payment to CNS of any undisputed sum properly due under the Agreement and fails to remedy such breach within thirty (30) Business Days of a written notice from CNS requesting payment; or
- 15.2.2 the Connection and Transport Agreement between the Consumer and the relevant Grid Operator has been terminated; or
- 15.2.3 the Consumer has filed a request for a Switch from CNS to a third party, for the supply of Goods.
- In case of a Switch, CNS shall remain the supplier of the Consumer until such Switch has been approved and completed by the relevant Grid Operator, and shall

be entitled to any amounts properly due under the Agreement to CNS up until the actual date of the Switch. In addition, CNS shall be entitled to the termination fee as described in this Clause.

In the event that CNS exercises its rights under this Sub-clause to terminate the Agreement, CNS shall not be liable for any and all costs or losses following such termination.

- 15.3 Unless otherwise expressly stated in the Agreement, the Consumer shall be entitled to immediately terminate the Agreement by written notice, and without prejudice to Consumer's other rights pursuant to the Agreement, in the event that the Consumer discontinues its current business.

Consequences of termination

- 15.4 Without prejudice to any of its rights or remedies under the Agreement or otherwise, in the event that the Agreement is terminated in accordance with the provisions of this Clause 15, CNS shall be entitled to recover a termination fee from the Consumer. The termination fee to be paid shall be the sum of the following components:

- 15.4.1 any amounts properly due under the Agreement to CNS up and until the date of termination; and
- 15.4.2 any additional expenses due as agreed between both Parties; and
- 15.4.3 any costs relating to transport or other grid related services; and
- 15.4.4 any additional costs incurred by CNS following termination; and
- 15.4.5 the reasonable losses incurred by CNS as a result of the early termination of any agreement which it has entered into in connection with the Agreement, provided that CNS can demonstrate that such reasonable losses are payments to be made by the CNS to any counterparty to such agreement under the express provisions of such agreement; and
- 15.4.6 any loss of profits, loss of revenue, loss of business or loss of contract incurred by CNS following termination of the Agreement.

- 15.5 *CNS shall only be entitled to charge the Small-Consumer a termination fee if the Agreement has been terminated during the initial term of the Agreement, as specified in the Agreement. The termination fee shall be subject to the remaining term of the Agreement, with a minimum of €50,- per Connection or Allocation Point, if such Agreement has been concluded for a limited duration. If the remaining term of the*

Agreement varies between 1.5 and 2 years or 2 and 2.5 years, a termination fee of €75,- respectively €100,- shall be charged, with a maximum of €125,- if the remaining term of the Agreement is longer than 2.5 years. The termination fee shall relate to any costs and losses incurred by CNS and shall in all instances be reasonable.

- 15.6 *If the Agreement between CNS and the Small-Consumer has been concluded for an indefinite period of time, Sub-clause 15.5 shall not apply.*

16. RELOCATION

- 16.1 In the event of relocation of the Consumer or its Connection, the Consumer shall at the latest within thirty (30) days prior to the relocation provide a written notification to CNS. Notwithstanding such notification, the Agreement shall remain in full force and effect.

- 16.2 *In the event of relocation of the Small-Consumer or its Connection, the Small-Consumer shall at the latest within ten (10) days prior to the relocation provide a written notification to CNS.*

- 16.3 *If after the relocation of a Small-Consumer, the Connection or Allocation Point does not have a remotely readable Metering Device, the Small-Consumer shall within five (5) Business Days after its relocation, provide a written statement to CNS, which includes:*

16.3.1 *the readings of the Metering Devices of the old Connection(s) or old Allocation Point(s) from the day and time of the Small-Consumer's departure, and a signature of both the Small-Consumer and the new owners/tenants; and*

16.3.2 *the readings of the Metering Devices of the new Connection(s) or the new Allocation Point(s) at the day and time of the Small-Consumer's arrival, and a signature of both the Small Consumer and the old owners/tenants.*

- 16.4 CNS shall be entitled to recover any and all costs or damages incurred by CNS as a consequence of the relocation of the Consumer or the Connection, from the Consumer. In addition, both Parties shall meet and discuss in good faith the necessary amendment(s) and amend the Agreement with a jointly agreed amendment accordingly. Such amendment(s) include, but are not limited to, the fees for the Supply of the Goods and any other expenses to be made by CNS to continue its obligation under the Agreement.

- 16.5 Both Parties agree that Clause 15.4 shall *mutatis mutandis* apply when the continuation of the Agreement under the same terms and conditions as prior to the relocation is no longer feasible for CNS and Parties do not agree on an amendment of the

Agreement to reflect the changed circumstances, as described in Sub-clause 16.4.

- 16.6 In the event that the Consumer does not have a Connection or Allocation Point at the new location(s) CNS may at any time decide to suspend its Supply of Goods until a later time, as may be agreed between the Parties. CNS shall be entitled to the reasonable and proper costs incurred by CNS for the period of such suspension.
- 16.7 *In the event of a relocation of the Small-Consumer or its Connection, CNS shall provide any and all relevant information to the Small-Consumer and inform the Small-Consumer whether a new Connection and Transport Agreement for the new Connection(s) or new Allocation Point(s) with the relevant Grid Operator shall be required.*
- 16.8 *Immediately after a relocation of the Small-Consumer or its Connection, both Parties shall meet and discuss in good faith the necessary amendment(s) and amend the Agreement with a jointly agreed amendment accordingly. If following such relocation, the Small-Consumer has temporarily two Connections or Allocation Points, one at its old location and one at its new location, then CNS shall provide the Supply of the Goods to both the old and the new Connection or the old and new Allocation Point under the agreed terms and conditions unless CNS cannot reasonably be expected to provide the Supply of the Goods to both locations under the terms and conditions of the current Agreement.*

17. CHANGE OF CIRCUMSTANCES

- 17.1 In the event of changes or amendments to applicable Law which result in the provisions of the Agreement becoming partially unreasonable to continue in an unadapted manner, each Party is entitled to propose to amend the Agreement as required in such a manner that the content and purport of the original version thereof is retained as far as possible. Parties shall enter into good faith negotiations to amend the Agreement reflecting the economic and financial purpose and spirit of the Agreement. CNS explicitly reserves the right to amend the Agreement in the event of a change of Law regarding the mechanism or characteristics of Guarantees of Origin and/or "full disclosure" for the certification for the supply of non-renewable energy.
- 17.2 In the event that a Party wishes to amend this Agreement due to an unforeseen change of circumstances, Parties shall meet and discuss in good faith the necessary amendment(s) to amend the Agreement reflecting the economic and financial purpose and spirit of the Agreement.
- 17.3 In case of unforeseen circumstances where one of the Parties can no longer reasonably and fairly be expected to continue performing the Agreement in its existing form, the Parties hereby agree to enter into

dialogue to identify a suitable solution bearing in mind the economic and financial purpose and spirit of the Agreement and its projected balance of the respective interests of the Parties in regard of the (continuation of the) Agreement. If no agreement can be reached within a period of three (3) months as of the date on which one of the Parties requested such above mentioned dialogue, the Agreement shall be automatically terminated.

18. LIABILITY

- 18.1 CNS shall only be liable to the Consumer for damages which are directly attributable to CNS. Any aggregate liability of CNS to the Consumer shall in no event exceed the amount of €100,000 per occurrence and a cumulative amount of €500,000 per calendar year, unless in case of gross negligence (*grove schuld*) or wilful misconduct (*opzet*). CNS shall under no circumstances be obliged to pay compensation for any indirect damages including, but not limited to:

- 18.1.1 consequential loss; and
- 18.1.2 trading loss; and
- 18.1.3 loss of income; and
- 18.1.4 loss of savings; and
- 18.1.5 loss due to business interruption; and
- 18.1.6 loss due to reduced goodwill; and
- 18.1.7 intangible loss.

In the event that Goods are supplied by CNS to Small-Consumers, this Clause shall not apply.

- 18.2 Neither Party shall be liable to the other Party for any damages incurred as a result of force majeure, irrespective of its nature and scope.
- 18.3 The Consumer shall indemnify CNS against all claims from third parties, on any grounds whatsoever, for the compensation of losses when and to the extent that the claim is the result of:
- 18.3.1 Consumer's performance of its obligations under the Agreement; or
 - 18.3.2 an occurrence for which the Consumer is contractually or non-contractually liable towards CNS, unless in case of gross negligence (*grove schuld*) or wilful misconduct (*opzet*).

In the event that Goods are supplied by CNS to Small-Consumers, this Clause shall not apply.

- 18.4 The Consumer shall as soon as possible after becoming aware of a situation which may cause a loss

for CNS, inform CNS and provide all relevant and available information regarding such situation to CNS. The Consumer shall provide a written notification to CNS of any loss that it has already incurred as soon as possible, and in any case within thirty (30) days from the event, unless the Consumer is reasonably not able to notify CNS within such period. CNS shall not be liable for any and all losses caused by the Consumer's failure to fulfil its obligations referred to in this paragraph and the Agreement or failure to fulfil its obligations in a timely manner. Such failure to fulfil its obligations also refers to the situation in which the Consumer could have been aware of a specific loss or loss-causing situation but failed to observe this for whatever reason and, consequently, did not promptly notify CNS.

18.5 *CNS shall never be liable to the Small-Consumer for the following damages, unless in case of gross negligence (grove schuld) or wilful misconduct (opzet):*

18.5.1 *damages to the property the Small-Consumer uses when conducting a business or a profession; or*

18.5.2 *damages due to business interruption; or*

18.5.3 *the inability to conduct a profession; or*

18.5.4 *any loss of profits.*

18.6 *In the event that CNS is under the obligation to compensate the Small-Consumer for loss pursuant to these General Terms and Conditions, then this compensation shall be limited to a maximum of €2,000,000.- for each occurrence, for all Small-Consumers in combination. When the total of the loss resulting from personal injury or damaged property is more than €2,000,000.- then Small-Consumers shall receive compensation in proportion to their claim. Any part of claims which do not comply with this Clause shall be disregarded in the calculation of this proportional compensation.*

18.7 *For the Small-Consumer, the compensation of losses other than damages relating to personal injury are, irrespective of the total amount of the losses, limited to a maximum of €1,400.- per Small-Consumer.*

18.8 The provisions of this Clause 18 shall also apply to third parties which may perform any of CNS's obligations under the Agreement.

19. CONFIDENTIALITY

19.1 The Parties shall treat the content of the Agreement and all information the Parties obtain in the context of the Agreement, with the exception of the metering data and any information which is publicly known, as strictly confidential information. The Parties shall maintain the complete confidentiality of the strictly confidential information during the term of the Agreement and for a

period of three (3) years after the expiry of the Agreement or the Supply of Goods.

19.2 The Parties shall use said information solely for the purpose for which it was provided to them and shall not disclose the confidential information within their organisations to persons other than those who require the information for the appropriate performance of the Agreement. Parties agree that its personnel is informed of the confidentiality obligations set forth in this Clause and commits its personnel, as well as any third parties relied on by the same for the execution of the Agreement, in writing to the same confidentiality.

19.3 Notwithstanding the foregoing, confidential information shall only be disclosed to third parties once the other Party has given prior written consent to do so, or when disclosure is required by law.

19.4 CNS complies with privacy legislation when processing personal data. Information about CNS's privacy procedures is available in its privacy statement on the website of CNS.

20. FORCE MAJEURE

20.1 If one of the Parties is or will be prevented from performing any of its obligations under the Agreement by a force majeure event then it shall give notice to the other Party of the nature of the force majeure event, the expected impact of the force majeure event on its ability to carry out its obligations under the Agreement and the anticipated duration of the force majeure event. The Party shall, having given notice, be excused from performance of such obligations for so long as such force majeure event prevents it from performing them.

20.2 The affected Party shall at all times use reasonable endeavours to minimise any delay in the performance of the Agreement as a result of a force majeure event and to mitigate the effects of the force majeure event. The affected Party shall give notice to the other Party when it ceases to be affected by the force majeure event. The Parties shall bear their own costs arising as a result of a force majeure event.

20.3 A force majeure event may include, without limitation, the following:

20.3.1 the failure or malfunctioning of a Connection of the Consumer; or

20.3.2 the Grid Operator's suspension of delivery or acceptance of electricity due to a failure in or malfunction of the Grid; or

20.3.3 the absence, suspension or termination of a Connection and Transport Agreement; or

20.3.4 natural disasters (such as fire or lightning); or

20.3.5 accidents caused by third parties which cause a partial or full failure of the electricity supply.

21. PERMITS

21.1 *If CNS concluded an Agreement with a Small-Consumer, CNS shall ensure during the term of the Agreement that it has all required permits and complies at all times with the applicable Law. The Agreement shall be automatically terminated when the permit granted to CNS to Supply the Goods to Small-Consumers is revoked by the relevant authorities. The assumption of the Supply by other parties in the event of the situation referred to in this paragraph is provided for by law.*

22. GUARANTEES OF ORIGIN

22.1 When the Agreement qualifies the Supply as being renewable (and no further specific terms are agreed in the Agreement), CNS shall procure that all such Supply is accompanied by sufficient Guarantees of Origin (which CNS may have acquired either through producing renewable energy itself or by purchasing such), so that the Goods shall qualify as renewable energy as per the applicable Law. CNS shall register the transfer of the Guarantees of Origin following the Supply to the Consumers with the responsible certifying parties (either CertiQ or Vertogas).

22.2 The Agreement may state, as the case may be in deviation of Clause 22.1, specific terms regarding Guarantees of Origin, including (but not limited to) the separate sale to, and purchase by, the Consumer of Guarantees of Origin, the provision by CNS of reporting services regarding Guarantees of Origin to the Consumer, or the delegation of the management of the CertiQ or Vertogas Guarantees of Origin accounts.

23. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

23.1 CNS shall be entitled to amend these General Terms and Conditions. CNS shall announce any amendments to the General Terms and Conditions at least ten (10) days in advance. Such amendments shall be effective from the date stated in the CNS's notification.

23.2 *If Small-Consumers shall be affected by any amendment of the General Terms and Conditions, CNS shall promptly inform the Small-Consumer in writing setting out the amendments.*

23.3 CNS shall announce the amendments referred to in Clause 23.1 by written notification to the affected Consumer and publish a general announcement on CNS's website.

23.4 Any amendment(s) to these General Terms and Conditions shall apply to any and all existing Agreements, to the extent that the Consumer has been duly notified by CNS regarding such amendment(s)

and the Consumer has not terminated the Agreement following the notification of CNS.

23.5 CNS's amendment of its General Terms and Conditions does not entitle the Consumer to terminate the Agreement before the end of its term.

24. DISPUTES

24.1 The Parties shall seek to settle all disputes arising out of or in connection with this Agreement by means of negotiation before exercising their right to seek resolution by the court. Only if no agreement can be reached within a period of ten (10) Business Days, either Party may refer such dispute arising under the Agreement to the court of Overijssel (*location Almelo*). The proceedings shall be conducted in the English language, unless Parties agree otherwise.

24.2 *If CNS concluded an Agreement with a Small-Consumer, the Small-Consumer shall be obliged to file a complaint to CNS, prior to the start of any negotiations, regarding the performance of CNS under this Agreement. Unless otherwise agreed between both Parties, CNS shall respond to such complaint within a reasonable period of time and in any case within thirty (30) Business Days.*

24.3 *In the event that the Parties are unable to resolve the complaint to the satisfaction of both Parties then either the Small-Consumer or CNS may file a dispute with the Commercial Energy Committee of the Dutch Foundation for Consumer Complaints Boards (the 'Geschillencommissie, hereinafter referred to as the 'Arbitration Committee') or with the court of Overijssel (location Almelo) within 12 months after the complaint has been filed by the Small-Consumer.*

24.4 *If CNS files a dispute at the Arbitration Committee, CNS shall promptly notify the Small-Consumer by written notice of the nature of such dispute. The Small-Consumer shall confirm the receipt of such dispute notification within five (5) weeks. If the Small-Consumer fails to reply to such notification from CNS, CNS shall be entitled to refer the dispute to the court of Overijssel (location Almelo).*

24.5 Any decision taken by the Arbitration Committee shall be binding for both Parties. In the event of any hearing disputes, a fee shall be charged, which shall be paid by the unsuccessful party.

25. FINAL PROVISIONS

25.1 These General Terms and Conditions shall be effective as of 01-08-2018.

25.2 These General Terms and Conditions shall be published on CNS's website and can be consulted at CNS's office. Printed or digital copies of these General Terms and Conditions are available on request, free of charge. A hardcopy or electronic copy of the (prevailing version of the) General Terms and

Conditions is provided to the Consumer at the time of concluding the Agreement.

ANNEX 1 (DATA PROCESSING ARRANGEMENTS)

1. The CNS Data respectively the Consumer Data shall be owned solely by CNS respectively shall be solely owned by the Consumer and shall be considered CNS's respectively Consumer's confidential information.
2. Each Party shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the CNS Data or Consumer Data in accordance with all applicable privacy laws and regulations. Consumer respectively CNS shall not:
 - a. modify the CNS Data respectively Consumer Data,
 - b. disclose the CNS Data respectively Consumer Data except as required by law or regulations or as expressly permitted in writing by CNS respectively Consumer, or
 - c. access the CNS Data respectively the Consumer Data, except to execute the Program Responsibility and prevent or address service or technical problems, or at CNS's request in connection with customer support matters.
3. Consumer respectively CNS shall not transfer the CNS Data respectively Consumer Data from the country in which such data was collected to another country without complying with all applicable privacy and data security laws and obtaining CNS's respectively Consumer prior written consent except that Consumer respectively CNS may grant access to such data to its affiliates or contractors outside the European Economic Area for the sole purpose of performing the Consumer's respectively the CNS's obligations under this Agreement and provided that the Consumer respectively CNS ensures, on CNS's behalf respectively on Consumer's behalf, that such affiliates and contractors apply equally appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the CNS Data respectively the Consumer Data.
4. Consumer respectively CNS represents and warrants that, with respect to all personal data in the CNS Data respectively the Consumer Data, it shall:
 - a. comply with all European Union data protection legislation, including any national laws implementing such legislation, and shall not commit any act, or omit to take any action, to put CNS respectively Consumer in violation of the foregoing;
 - b. only process such personal data as stipulated in this Agreement or otherwise with prior written consent from CNS respectively Consumer, unless a specific obligation for processing by Consumer respectively CNS exists under the applicable data protection legislation;
 - c. taking into account the nature of the processing, by means of appropriate technical and organisational measures, insofar possible, provide assistance in fulfilling the obligation of CNS respectively Consumer to answer requests of data subjects with regard to the rights they are given under the applicable data protection legislation; and
 - d. destroy all such personal data within thirty (30) Business Days following termination or expiry of this Agreement unless prohibited from doing so under the applicable data protection legislation.
5. In the event that any unauthorized access to the CNS Data respectively the Consumer Data is reasonably suspected, Consumer respectively CNS shall immediately notify CNS respectively Consumer in writing. Consumer respectively CNS shall use its best efforts to cooperate with CNS respectively Consumer in the investigation and mitigation of any apparent unauthorized access, and permit CNS respectively Consumer to control any public notifications, with the reasonable assistance and all at the expense of the Consumer respectively CNS.
6. CNS respectively the Consumer are responsible for taking its own steps to maintain appropriate security and backup of CNS respectively the Consumer, which may include the use of encryption technology to protect the CNS Data respectively the Consumer Data from unauthorized access.