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Letter of Intent en concept overeenkomst CGNEE
Logistiek Laadplein BT A12
Ede

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Letter of Intent Regarding the Shared Use of the Grid Connection of Wind Farm Maanderbroek in Ede, Netherlands d.d. 15-01-2026

Letter of Intent Regarding the Shared Use of the Grid Connection of Wind Farm Maanderbroek in Ede, Netherlands for a charging hub for electrical vehicles

CGN Europe Energy
Tour Pacific, 11 Cours Valmy
92977 Paris La Défense

15/01/2026

Dear Sir/Madam,

Through this Letter of Intent (LOI), we, CGN Europe Energy, the owner of wind farm Maanderbroek, Ede, Netherlands (hereinafter referred to as "Wind Farm Owner"), confirm our intention to investigate the shared use of the existing grid connection of the wind farm for the purpose of an charging hub for electrical vehicles to be developed, through a cable pooling arrangement in combination with a Multi-Party Grid Connection Agreement (MLOEA). This shared use will be for a charging plaza to be realized on the plot located at the corner of Bonnetstraat and Boylestraat in Ede, Netherlands. By sharing the grid connection through cable pooling, including MLOEA, the charging hub can make use of the electricity generated by the wind farm and the (limited) grid intake capacity.

1. Purpose of the Cooperation

The Wind Farm Owner intends, under the terms to be outlined in the **Cable Pooling Agreement**, to make the existing grid connection of the wind farm available for shared use by the future operator of a charging hub for electrical vehicles (hereinafter referred to as "CPO") on a plot of land located near the wind farm at the corner of Bonnetstraat/Boylestraat in Ede, Netherlands., for which the tender process is currently being prepared.

2. Compensation and Payment Terms

The compensation for the shared use of the Grid Connection shall consist of a one-time payment, or such other payment scheme as required by the Wind Farm Owner. Such compensation shall be paid by the CPO to the Wind Farm Owner upon execution of the definitive Cable Pooling Agreement between the Parties, or in accordance with any payment schedule agreed for the term of the Agreement. All costs arising from or relating to the shared use of the Grid Connection, including any required modifications to the substation and any resulting downtime of the Wind Farm, shall be borne exclusively by the CPO.

3. Further Agreements

Detailed agreements concerning the shared use of the grid connection, as well as the technical, operational, and financial terms, will be set forth in the **Cable Pooling Agreement**. This document will govern, among other things, the allocation of responsibilities, maintenance and operational costs, and the technical specifications related to the shared use of the grid connection.

For the avoidance of doubt, this LOI does not create any financial, commercial, ownership, or other binding obligations between the Parties, except for the confidentiality obligations expressly set out herein. No rights, interests, or commitments of any kind shall arise from this LOI, and neither Party may rely on it as creating any obligation to conclude or perform any transaction. Any binding rights or obligations in relation to the shared use of the Grid Connection, including the compensation, technical arrangements, or any other aspect of the cooperation, shall arise solely upon execution of a definitive Cable Pooling Agreement (CPA). Until such CPA is duly executed, neither Party is obligated to enter into or continue negotiations, and neither Party shall have any claim for damages, performance, or reimbursement of costs based on this LOI.

4. Confidentiality

Both parties agree to treat all confidential information exchanged within the scope of this LOI or any subsequent negotiations as confidential, and not to disclose it to third parties, unless required for the performance of the agreement or by law. The present LOI and the draft Cable Pooling Agreement are part of the tender for the charging hub and are therefore publicly accessible.

5. Non-binding Obligation

This LOI is intended to formalize the Wind Farm Owner's intention to cooperate in the shared use of the grid connection for the charging plaza, under the terms of the **Cable Pooling Agreement**. However, this LOI is not a legally binding agreement, except with regard to confidentiality and the intention to provide cooperation. Both parties will make reasonable efforts to reach a final and binding agreement once the CPO has been selected and the tender process for the charging plaza has been completed.

The non-binding character of this LOI prevails over all other provisions. Any language that may appear to address compensation, cost allocation, cooperation, or other commercial or technical terms is indicative only and creates no obligations. No binding commitments arise unless and until the Parties execute a definitive Cable Pooling Agreement (CPA).

We look forward to a successful collaboration and hope to finalize the details with the future operator of the charging plaza soon.

Sincerely,

Timothy van Langeveld

Certified by yousign

Timothy van Langeveld
Director B, CGNEE Netherlands Holding B.V.

Yunjing Wu
CEO, CGN Europe Energy SAS, Director A, CGNEE Netherlands Holding B.V.

Concept Cable Pooling Agreement d.d. 19-01-2026

I. CABLE POOLING AGREEMENT

PARTIES:

1. [NAME OF [PARTY 1]], a [SPECIFY TYPE OF LEGAL ENTITY], having its registered office at [XXX], registered with the Dutch Chamber of Commerce under number [XXX], herein duly represented by [XXX], OR [NAME OF [PARTY 1]], trading under the name [XXX], registered with the Dutch Chamber of Commerce under number [XXX], having its principal place of business at [XXX].
Hereinafter called: [insert name of [Party 1] with “Name” and replace in whole document].

2. [NAME OF [PARTY 2]], a [SPECIFY TYPE OF LEGAL ENTITY], having its registered office at [XXX], registered with the Dutch Chamber of Commerce under number [XXX], herein duly represented by [XXX], OR [NAME OF [PARTY 2]], trading under the name [XXX], registered with the Dutch Chamber of Commerce under number [XXX], having its principal place of business at [XXX].
Hereinafter called: [insert name of [Party 2] with “Name” and replace in whole document].

hereinafter jointly referred to as the “Parties” and individually as a “Party”;

II. WHEREAS:

A. [Party 1] operates a [wind farm] located at [location], with an installed total capacity of [XXX] MW.

B. [Party 2] is developing a [charging hub for electrical vehicles] on the adjacent plot located at [location], with an intended total capacity of [XXX] MW.

C. The Parties wish to make use of the possibility, pursuant to and in accordance with article 1.4 of the Dutch Energy Act (also referred to as *cable pooling*), to connect the Production Installation of [Party 2] to the Grid by means of the Existing Connection of [Party 1].

D. With the entry into force of the Energy Act, the cable pooling scheme will henceforth apply to onshore installations for the production, storage, conversion, or consumption of electricity. The Energy Act has not yet entered into force (its commencement is scheduled for 1 January 2026), but pursuant to a tolerance decision by the ACM, the cable pooling scheme laid down in the Energy Act is already being applied in practice.

E. To this end, the Parties will jointly request the Network Operator to make the necessary modification to the Existing Connection.

F. The Parties acknowledge the importance of entering into sound and duly documented arrangements in writing regarding (i) the request to the Network Operator and the contracting with the Network Operator for the jointly used Existing Connection, as well as (ii) their mutual relationship in connection with the shared use of the Connection through the Common Installation, and have therefore entered into this cable pooling agreement (the “Agreement”).

III. AND HEREBY AGREE AS FOLLOWS:

Content

1. Purpose of the Agreement

1.1. The Parties declare to each other that the purpose of entering into this Agreement is understood to be the optimal utilization of the capacity available at the Grid Connection Point for the exchange of electricity, and the saving of costs by allowing [Party 2] to make use of the Existing Connection of [Party 1].

1.2. To achieve this purpose, the Parties, making use of the possibility to share a grid connection by cable pooling, shall jointly submit, or have jointly submitted, a request to the Network Operator for [Party 2] to use the Existing Connection of [Party 1] to the Grid. As there is already an Existing Connection, it is assumed that an associated substation is also present. The Party joining the Existing Connection will be able to make use of the existing substation (possibly after modifications thereto). All of the foregoing shall be in accordance with the provisions set out in this Agreement.

1.3. Under the terms of this Agreement, the Parties undertake to each other that, following completion of [Party 2]'s accession to the Existing Connection, the Existing Connection and the related civil and electrical infrastructure shall be maintained, and that they will be able to withdraw and feed in electricity to and from the Grid using the Existing Connection.

2. Conditions Precedent

2.1. This Agreement is entered into subject to the following conditions precedent for the effectiveness of its provisions, except for this Clause 2.1 and Clause 30:

Conditions Precedent [Party 1]
Party 2 has acquired all necessary permits and is compliant with all regulatory requirements for the development and exploitation of a charging hub for electric vehicles. Party 2 has passed grid compliance procedures with the Grid Operator. Party 2 shall provide evidence of final financing and bank guarantees for the one-off connection fee before the agreement becomes effective.

(a) Lender Approval (Party 1)
If and to the extent applicable, receipt by Party 1 of the prior written approval of its financing lenders, to the extent such approval is required under any financing, security, or intercreditor arrangements binding upon Party 1.

(b) Internal Corporate Approvals – Party 1; CGNEE Netherlands Holding B.V.; CGNEE SAS
Receipt of all internal corporate approvals required for the valid entry into, approval of, and performance under this Agreement by:
(i) CGNEE Netherlands Holding B.V., including (where applicable) approval by its board of directors, supervisory bodies, or any internal committees; and
(ii) Shareholder Approval – CGNEE SAS, including (where applicable) approval by its board of directors or any other competent internal decision-making body.

(c) Group Approval – CGN Energy International Holdings Co., Limited
Receipt of the prior written approval of CGN Energy International Holdings Co., Limited, to the extent such approval is required under the internal governance rules or group authorization matrix applicable within the CGN group.

Conditions Precedent [Party 2]

2.2. The Parties undertake to each other to make every reasonable effort to ensure that the Conditions Precedent are fulfilled or that a situation is reached in which they can be waived, and to provide each other with the cooperation reasonably required for that purpose. The Parties shall keep each other continuously informed regarding the fulfilment of the Conditions Precedent. They shall immediately inform each other when a

Condition Precedent has been fulfilled, has been waived, or when it appears likely that a Condition Precedent will not be fulfilled.

2.3. If, by no later than [XXX], all Conditions Precedent have not been fulfilled or have not been waived by the Party for whose benefit they apply, this Agreement shall automatically terminate, and the Parties shall not be liable to each other for any compensation, unless otherwise agreed in writing.

3. Definitions and Interpretation

3.1. In this Agreement, the terms set out in the left-hand column of the table below shall have the meanings given in the right-hand column. Unless expressly provided otherwise in this Agreement, the definition of terms set out in the plural shall apply mutatis mutandis to the singular, and vice versa.

ACM	The Netherlands Authority for Consumers and Markets as referred to in Article 1, paragraph 1, sub e of the Electricity Act 1998.
Annex(es)	An annex to this Agreement.
Connection and Transport Agreement (CTA)	The connection and transport agreement (*Aansluit- en transportovereenkomst*), as defined in the Electricity Definitions Code,(*Begrippencode Elektriciteit*) in relation to the Existing Connection and which is the subject of the Joint Application.
Article	An article of this Agreement.
Basic Design	The document issued by the Grid Operator under that name, containing, among other things, the technical design and the project description for the realization of a new Connection.
Common Installation (CI)	The part of the shared electrical infrastructure, including the PAP Meter, the Production Facilities connected to the Existing Connection, and other components as described in the Common Installation Design.
Common Installation (CI) Agreements	The agreements with third parties relating, as applicable (and without limitation), to, *inter alia*, the land required for the Common Installation, the Common Installation Design, and the construction, maintenance, management, and insurance of the Common Installation.
Common Installation (CI) Design	The design, the location, and the technical specifications of the Common Installation, provided by the Network Operator; if such a design is available, it is attached to this Agreement as Annex [XXX].
Common Installation (CI) Operator	A market participant to which one or more Parties are connected via the Common Installation, authorised and certified to operate the Common Installation in accordance with the applicable laws and regulations.
Common Installation Project Counterparty	The contractual counterparty of the Parties in a Common Installation Agreement.
Common Installation (CI) Side	The side of the Common Installation where the Existing Connection is connected to the Common Installation.
Competent Person	A person possessing the knowledge, skills, and training necessary to perform work in accordance with applicable law, including relevant industry standards and safety regulations.
Connection	Has the meaning given in Article 1, paragraph 1, sub b of the Electricity Act 1998.

Consents	All consents, whether legal, official, written, or verbal, required from any Government, the Network Operator, or TenneT (in any other capacity than that of Network Operator) for the realisation and operation of the Production Installation.
Contact List	The list referred to in Article 5.2, established or to be established between the Parties, and subsequently amended from time to time, included as Annex [XXX] to this Agreement.
Contact Person(s)	A natural person designated by a Party, who is involved in or in connection with the performance of this Agreement and acts as the contact person for the other Party.
Curtailment Protocol	The protocol agreed between the Parties under Article 15 for the purpose of reducing or interrupting the feed-in of the Production Facilities into the grid.
Defaulting Party	The Party that, by act or omission, fails to perform its obligations under this Agreement, and as a result is in breach of this Agreement.
Direct Agreement	In project financing practice, an agreement known as a "direct agreement" between a Party and the other Party's financier, under which – among other things – (i) the financier is able to finance or refinance the Production Installation of the other Party, (ii) the financier may take over the rights and obligations of the other Party under this Agreement upon an event of default, or (iii) certain other rights are granted to the financier as specified in the agreement.
Direct Damage	Damage that is a direct and immediate consequence affecting a person or property, attributable to an act or omission of a Party that results in liability of that Party for such damage. Direct Damage does not include (and is not limited to) loss of profit, loss of interest and returns, loss of turnover, reputational damage, and loss of the opportunity to enter into an agreement with a third party.
EAN Code	The unique identification number of the Existing Connection.
Electricity Definitions Code	The code established by the ACM pursuant to the Electricity Act 1998.
Existing Connection	The connection to the Grid of [Party 1] at the time of entering into this Agreement, in use by it, and for which it has entered into a connection and transport agreement with the Grid Operator.

Explanatory Note	The annex to this Agreement explaining its provisions.
Default	The failure, non-timely performance, or improper performance of any obligation under this Agreement.
Financing	The provision of credit facilities in the context of (project) financing of a Production Installation,.
Financing Documentation	The documentation under which credit facilities are provided in the context of (project) financing of a Production Installation.
Financial Obligations – Connection	The obligations under the Connection Agreement to pay (annually or periodically) any fees or compensation in connection with non-performance under the Connection Agreement.
Financial Obligations – Common Installation	The obligations under the Common Installation Agreement to pay (annually or periodically) any fees or compensation in connection with non-performance under the Common Installation Agreement.
Government	Any body or an agency, service, or other organizational unit of, or any natural or legal person belonging to or falling under, an entity as referred to in Article 2:1 of the Dutch Civil Code, or of any supranational organization with the authority to adopt rules or take decisions that are binding on the Netherlands or on natural or legal persons under the jurisdiction of the Netherlands.
Installation Losses	Loss of electricity between the Transfer Point and the PI Side of the Common Installation
Modified Planning	The Planning as defined in Article 5 and adjusted by the Parties by mutual agreement.
Group Company	A group company within the meaning of Article 2:24b of the Dutch Civil Code.
Installation Losses	Electricity losses between the PAP Side and the SAP Side of the Common Installation.
Joint Application	A joint application by the Parties to the Grid Operator, as referred to in Article 1.4 Energy Act, aimed at modifying the Existing Connection to the extent necessary to enable the joint use of the Existing Connection
Statutory Rules	Rules set by law or by virtue of law under the Dutch Constitution, including delegated legislation, policy rules, and circulars, as well as generally binding regulations as referred to in Article 1:3 paragraph 4 of the Dutch General Administrative Law Act (*Algemene wet bestuursrecht*).

Main Body	The entirety of the recitals and the Articles of this Agreement
Meter(s)	The PAP Meter or the SAP Meter.
Metering Responsible Party	The metering responsible party as defined in the Electricity Definitions Code.
Network Agreements	The RO and the CTA.
Network Operator	The statutory network operator, as designated under the Electricity Act 1998.
Network Side (Net Side)	The side of the Common Installation where the Production Installation is connected to the Common Installation.
Non-Withdrawing Party	In the event one Party ceases construction, the Party that continues construction under Article 16.
PAP	Primary Allocation Point, as defined in the Electricity Definitions Code, located on the GI Side.
PAP Meter	A meter that meets the requirements under the Electricity Metering Code for a compatible metering point, installed at the PAP.
Personnel	Any person as defined in Article 6:170 BW or any non-subordinate third party as defined in Article 6:171 BW who is employed by a Party.
PI Side	The side of the Common Installation where a Production Installation is connected to the Common Installation.
Planned Outage	Full or partial foreseen unavailability of a Production Facility, such as in connection with planned maintenance.
Planning	The planning of the Joint Application and all decisions and actions relating to the connection of the Production Installations to the Existing Connection, unless adjusted as Geographically Modified Planning.
Production Installation	The plant or equipment intended for the generation of electricity, including all auxiliary facilities, except the Common Installation.
PV Party	A market participant recognised by TenneT as a Programme Responsible Party.
Realisation Agreement (RO)	The realisation agreement with the Network Operator for the adaptation of the Existing Connection.
SAP	Secondary Allocation Point, as defined in the Electricity Definitions Code, located on the PI Side.
SAP Meter	A meter that meets the requirements under the Electricity Metering Code for a compatible metering point, installed at the SAP.

TenneT	TenneT TSO B.V. or the legal successor thereof, as designated under the Electricity Act 1998 as the national high-voltage grid operator.
Transfer Point	The transfer point as defined in the Electricity Definitions Code, whereby the term 'installation of the connected party' shall be understood to mean the CI-Side of the Common Installation.
Unplanned Forced Outage	Full or partial unforeseen unavailability of a Production Facility, such as due to a failure or unplanned maintenance.
Withdrawing Party	The Party that ceases the realization of its Production Facility, or during the term of this Agreement permanently or for an extended period (other than due to a Planned Outage or an Unplanned Forced Outage) shuts it down entirely.
Working Day	Any day other than a Saturday or Sunday or a public holiday recognized in the Netherlands.

3.2. The Agreement consists of the Main Body and the Annexes.

3.3. Unless otherwise provided in the Main Body or an Annex, the Main Body shall prevail in the event of any inconsistency between the Main Body and the Annexes.

3.4. By agreeing to include the Explanatory Note as an Annex, the Parties acknowledge towards each other that, with respect to what they intend and understand from the Articles of the Agreement insofar as they are directly or indirectly addressed in the Explanatory Note, the context provided in the Explanatory Note shall also be determinative. The Parties confirm towards each other that the Explanatory Note does not contain any independent obligations between them.

3.5. The headings of the Articles in this Agreement are intended solely to facilitate ease of reference and shall not affect the interpretation or application of the Articles.

3.6. Any reference to a Statutory Rule or to an article or other part thereof shall be deemed to include a reference to any successor Statutory Rule or part thereof, provided that it regulates materially the same subject matter as the repealed Statutory Rule or part thereof.

3.7. Unless expressly provided otherwise in this Agreement, any communication required under the Agreement to be in writing may also be made by email or another electronic application used by all Parties, provided that the electronic means used enables the communication to remain available for at least seven years after its transmission, preserving characteristics that allow the Parties and any third parties entitled to access such communication to verify its authenticity and the date and time of transmission and receipt with a sufficient degree of certainty.

4. Additional Arrangements

4.1. Any arrangements supplementing or deviating from what the Parties have agreed under this Agreement shall be further agreed in writing. They must be validly signed by each Party. Signing may be effected digitally and in multiple counterparts, or by different

Parties in separate counterparts. In the latter case, the separate counterparts together shall constitute the relevant supplemental agreement.

5. Planning, Information Exchange, and Contact List

5.1. By entering into this Agreement, the Parties commit themselves to the Planning, or, if the Planning has not been established at the time of entering into the Agreement, to agreeing it in writing. Upon a reasonable request by a Party, the Parties shall consult on an amendment, elaboration, expansion, or supplementation of the Planning. The Parties shall in any event assess whether and, if so, what update of the Planning is necessary after the Realisation Agreement has been entered into with the Network Operator. An Amended Planning shall be agreed in writing.

5.2. The Parties undertake to share with the other Parties all relevant information relating to their Installations that is necessary for the proper functioning of this Agreement, including in particular programme responsibility (Article reference to be inserted) and curtailment (Article reference to be inserted). The Parties guarantee that the exchange of information will not result in any breach of the prohibition on insider trading as laid down in REMIT regulations (EU Regulations 714/2009, 543/2013, and 715/2009, and national implementing legislation).

5.3. Each Party shall appoint one or more Contact Persons. The contact details of the Contact Persons and the subjects for which they act as Contact Person shall be listed in the Contact List. A Party may, with at least seven Working Days' prior written notice to the other Party, amend the details in the Contact List insofar as they relate to its Contact Persons. Once the amendment has been notified, the Contact List shall be re-established and exchanged between the Parties accordingly.

5.4. The mere fact that information has been provided by a Party to a Contact Person of the other Party who has not been designated for the relevant subject matter shall not entitle the other Party to rely on such fact as a failure to perform any obligation or breach of any warranty under this Agreement, nor may that other Party rely solely on such fact to excuse non-performance of an obligation or non-compliance with a warranty under this Agreement.

5.5. The Parties acknowledge towards each other that a Contact Person is only authorized to represent the Party by whom that Contact Person has been appointed if such authority is provided for in the articles of association of that Party, or is based on a general or special power of attorney registered in the trade register of the Chamber of Commerce or otherwise validly granted in writing by that Party and notified to the other Party.

6. Personnel

6.1. The Parties undertake towards each other to engage Competent Persons for the performance of this Agreement and of agreements entered into between them, or between a Party and a third party, in execution of or in connection with this Agreement.

6.2. A Party is liable to another Party only for the direct damage actually incurred, limited to physical damage to property, to the extent proximately caused by a wrongful act or omission of its Personnel, except where attributable to the other Party.

6.3. Any liability under Article 6.2 is exclusively subject to Article 21 (Liability).

6.4. 6 Each Party shall maintain customary insurance for its activities under this Agreement. Third-party claims shall be handled through such insurance and do not create additional inter-Party liability beyond this Article 6 and Article 21

7. Consents

7.1. Each Party is responsible for obtaining and maintaining the Consents required for the realization and/or modification of its own Production Installation in accordance with the Planning. Where a Party requires the reasonable cooperation of another Party to obtain such Consent, the other Party shall provide such cooperation, and the requesting Party shall reimburse the reasonable costs incurred by the other Party for such cooperation.

7.2. If a Consent for the realization and/or modification of the Production Facilities can only be obtained jointly, but must be applied for and issued in the name of one Party, Articles 7.2.1 through 7.2.4 apply.

7.2.1. The Parties shall agree which Party will submit the application.

7.2.2. The Party not submitting the application shall, at its own expense, provide all cooperation reasonably required for obtaining and maintaining the Consent. That Party shall be liable towards the applicant Party only for the direct damage actually incurred, and only to the extent such damage results directly from a wrongful act or omission of that Party that results in the refusal, suspension, or withdrawal of the Consent. Any such liability is exclusively subject to Article 21 (Liability).

7.2.3. The Parties shall contribute, in accordance with an allocation key agreed between them, to the costs of applying for and maintaining the Consent. For the avoidance of doubt, each Party shall bear its own costs resulting from its obligation to comply with the conditions and restrictions applicable to it under the Consent.

7.2.4. If the Party not holding the Consent causes a breach of a condition or requirement of the Consent that results in liability, that Party shall be liable towards the holder of the Consent only for the direct damage actually incurred, and only to the extent such damage is directly attributable to its wrongful act or omission. Such liability is exclusively subject to Article 21 (Liability). Any third-party claims shall, to the extent permitted by applicable insurance policies, be handled through insurance.

7.3. The Parties shall endeavour to obtain and maintain the Consents for the realization and/or modification of the Common Installation in joint names. If a Consent can only be obtained by one Party, Articles 7.2.1 through 7.2.4 apply mutatis mutandis.

7.4. A Withdrawing Party shall, upon first request of the Non-Withdrawing Party, cooperate in the transfer (or registration) of a Consent for the Common Installation to the Non-Withdrawing Party or to a third party designated by it. Unless otherwise agreed, the Withdrawing Party remains liable for non-compliance with the Consent occurring prior to the transfer and is released from all obligations under the Consent as from the date of transfer.

8. Application to the Network Operator / Accession to RO and CTA / Existing Connection

8.1. In accordance with the Planning, the Parties shall submit a Joint Application to the Network Operator aimed at the Network Operator carrying out the modification of [Party 1]'s Existing Connection for the Production Facilities with a Contracted Transmission Capacity of [XXX] MW. The Parties may agree in writing whether and under what conditions one Party shall grant the other Party a power of attorney to submit the Joint Application also on its behalf. The Party granting the power of attorney shall confirm, at the request of the Network Operator, the existence and scope of the power of attorney. The Parties shall grant each other full and prompt cooperation necessary for the Joint Application.

8.2. Either Party may terminate this Agreement by giving fourteen days' prior notice if, no later than [XXX] or such other date as may be agreed by the Parties, the Network Operator has not confirmed that the combined Installations of the Parties will comply with the connection requirements set out in Chapters 2 through 4 (as applicable) of the Grid Code Electricity (the "Resolutive Condition – Grid Compliance"). [Party 2] shall bear all reasonably incurred costs made by the Parties in connection with this Agreement up to the date on which the Agreement terminates.

8.3. In accordance with the Planning and any Additional Arrangements, the Parties shall consult and endeavour to reach agreement between themselves on the request to and the offer from the Network Operator to adapt [Party 1]'s Existing Connection for joint use by [Party 2] in accordance with a Basic Design and on the terms and conditions (including technical conditions) to be agreed in the Realisation Agreement (as applicable), as well as on the offer from the Network Operator regarding the maintenance and management of the Existing Connection and the transmission of electricity using the Existing Connection under the terms and conditions (including technical conditions) agreed in the Connection and Transport Agreement. In accordance with the agreement reached between them on, respectively, the Basic Design and the Grid Agreements, the Parties shall consult with the Network Operator and endeavour to reach agreement with it on the Basic Design and the Grid Agreements.

8.4. When entering into the Grid Agreements, the Parties shall stipulate that each Party shall have the right to assume the other Party's legal position under a Grid Agreement in its entirety, without the Network Operator having the right in such case to terminate the relevant Grid Agreement.

8.5. The Parties may agree in writing to accede to the Network Agreements through a jointly held or controlled legal entity or partnership. In such case, the provisions agreed between the Parties in that regard, as well as any obligations arising under any statutory provisions applicable to the relevant legal entity or partnership (insofar as not deviated from), shall apply with respect to the Financial Obligations relating to the Connection.

8.6. If (I) the Parties have not agreed on a structure for accession to the Grid Agreements as referred to in Article 8.5 and (II) it cannot be stipulated from the Network Operator and/or the Parties do not wish that each Party is jointly and severally liable towards the Network Operator under the Grid Agreements for the Financial Obligations – Connection, they shall agree in writing the proportion in which they shall bear such Financial Obligations – Connection, insofar as these arise under the Grid Agreements, whether or not they shall be jointly and severally liable towards the Network Operator for the Grid Agreements, and, if so, in what form they shall provide security for compliance with the intended apportionment.

If the Parties have not agreed on a structure for accession to the Grid Agreements as referred to in Article 8.5, the Parties may, if mutually agreed, be named jointly in the Grid Agreements and request that the Network Operator issue invoices in the names of all Parties. In such case, the Parties may open a joint account for payments to and direct debits by the Network Operator on terms to be agreed between them. Each Party shall fund its agreed share of any amounts payable in accordance with such arrangements.

8.7. In their mutual relationship, each Party shall bear responsibility for the transmission tariff, as defined in the Definitions Code Electricity, based on its own metering. Alternatively, the arrangements set out in Annex [XXX] shall apply with respect to the mutual apportionment of the transmission tariff, as defined in the Definitions Code Electricity.

8.8. The Connection and Transport Agreement and, if applicable, the Realisation Agreement concluded with the Network Operator (for the avoidance of doubt, including the Basic Design as an annex thereto) shall be deemed Annexes. To the extent that their provisions govern the legal relationship between the Parties inter se, they shall prevail over this Agreement.

9. Sharing of Grid Connection

9.1. A new Installation may be added to the Parties' Connection only with the consent of all Parties.

9.2. A Party may connect, or cause a third party to connect, an Installation behind that Party's SAP only with the consent of the other Parties.

10. Common Installation

10.1. In accordance with the Planning, the Parties shall consult and endeavour to reach agreement with the Common Installation Project Counterparties on the assignment for a Common Installation Design (including the location of the PAP Meter and SAP Meter(s)), the construction of the Common Installation in accordance with the delivered Common Installation Design, the maintenance of the Common Installation, and the insurance of (i) damage to the Common Installation, (ii) interruption of the operation of the Common Installation (insofar as not insured under a Production Installation's insurance package), and (iii) liability for damage to third parties resulting from the operation of the Common Installation.

10.2. For the management of the Common Installation, the Parties may, by mutual agreement, appoint a Common Installation Operator. If a Party is required, for the purpose of obtaining Financing or under the Financing Documentation, to appoint a Common Installation Operator, the other Party shall cooperate in the contracting thereof, subject to any advisory or approval rights of the technical adviser of the financing institution or of such institution itself.

10.3. The Parties may agree in writing to accede to a Common Installation Agreement through a jointly held or jointly controlled legal entity or partnership. In such case, with respect to Financial Obligations – Common Installation, the provisions agreed between the Parties in that context and arising from any statutory regime governing the relevant legal entity or partnership shall apply (to the extent not deviated from or permitted to be deviated from).

10.4. In the event that (i) the Parties have not agreed on a structure for accession to a Common Installation Agreement as referred to in Article 10.3 and (ii) the Common Installation Project Counterparty does not agree, and/or the Parties do not wish, that each of the Parties shall be jointly and severally liable to the Common Installation Project Counterparty for the relevant Financial Obligations – Common Installation, the Parties shall agree in writing on the apportionment of their respective liabilities for the Financial Obligations – Common Installation, insofar as they are jointly and severally liable to the Common Installation Project Counterparty under the Common Installation Agreement, or on the form of security to be provided to ensure compliance with the intended apportionment of liabilities.

10.5. In the event that the Parties have not agreed on a structure for accession to a Common Installation Agreement as referred to in Article 10.3, a joint Party to the Common Installation Agreement shall be designated to receive invoices from the relevant Common Installation Project Counterparty, listing all Parties in its billing information. For payments to the Common Installation Project Counterparty, the Parties shall open a joint account. Each Party undertakes towards each of the other Parties to ensure that, prior to each payment and automatic debit (if applicable) from such account, an amount at least equal to that Party's agreed share in the relevant Financial Obligations – Common Installation has been credited to the account.

10.6. Articles 10.1 and 10.3 – 10.5 apply mutatis mutandis to the contracting of rights relating to land for the construction and maintenance of the Common Installation building. If the Common Installation is located on land owned by a Party or over which a limited real right or a right of use has been established in favor of the Parties, the Parties shall agree in writing on whether and, if so, which Party shall contribute to the costs of the land and the costs of constructing and maintaining the building in which the Common Installation is located. In such case, it shall also be ensured that the other Party can continue to use the Common Installation if the owning Party terminates the ownership or real right to the land while the other Party continues the construction or operation of its Production Installation. [Party 1] shall cooperate in establishing any necessary rights, such as rights of superficies and/or easements for cabling, stations, etc., and user rights such as for transformers or access roads that are needed to realize the connection of [Party 2].

10.7. If the Parties contract a Common Installation Operator, they shall agree in writing under which conditions and terms the management of the Common Installation (including installation responsibility) will be carried out, and under which conditions the Party performing such management will do so. Each Party may perform such management itself if it has the right to do so and may deploy Skilled Personnel for that purpose.

10.8. The Parties shall be obliged to provide each other, at the earliest possible stage, with all information concerning any work or event relating to their Production Installation (on the PI Side) that may affect the uninterrupted operation of the Common Installation. If such an influence is or may be present, the Parties shall consult on how to ensure, as far as possible, the uninterrupted operation of the Common Installation.

10.9. If there is a malfunction in the Common Installation, the Parties shall immediately consult on how to remedy it and shall give each other and any third party engaged to remedy the malfunction all necessary cooperation to repair the malfunction as quickly as possible. If a Party suspects a malfunction in the Common Installation, it shall immediately inform the other Party of such suspicion, and the provisions of the preceding sentence shall apply if the malfunction is confirmed.

11. Compensation

11.1. As consideration for the shared use of the Existing Connection, [Party 2] shall pay [Party 1] a one-off fee of €470,016 in total, as further specified in Annex [XXX]. €370,016 of this fee will be charged at the moment [Party 2] gains access to the Existing Connection, the remainder of the fee, being €100,000, shall be charged by [Party 1] at a later, to be agreed upon date (for instance the moment when higher contracted capacity for offtake becomes available). As soon as possible after signing this Agreement, [Party 2] shall make an advance payment to [Party 1] of [XXX]% of the one-off fee. This advance payment on the one-off fee shall only be refunded if and to the extent that [Party 1] unilaterally and culpably causes the situation in which (i) [Party 2] is unable to use the Existing Connection or (ii) the development of [Party 2]'s Production Installation is permanently discontinued.

11.2. [Party 2] shall also pay [Party 1] a fee for all reasonable costs already incurred by [Party 1] in connection with the accession of [Party 2] to the Existing Connection, as further detailed in Article 11.3.

11.3. [Party 2] shall bear the costs involved in realizing or modifying the Common Installation, the adjustments necessary in the connection of [Party 1]'s Production Installation to the Common Installation, and any other costs reasonably incurred by [Party 1] (including consultancy fees as further specified in Article 11.5) to make the Existing Connection suitable for [Party 2]'s accession, insofar as they relate to [Party 1]'s Production Installation. The following articles and Annex [XXX] shall specify in more detail which costs in this respect are expected to be borne by [Party 2].

11.4. [Party 2] shall compensate [Party 1] for lost financial revenues and damages resulting from [Party 1] being unable to produce due to work necessary for the realization of the shared use of the Existing Connection by [Party 2], or for any other reasons related to the accession of [Party 2] to the Existing Connection.

11.5. [Party 1] shall bear the costs of its own advisers in connection with the accession of [Party 2] to the Existing Connection. All other advisory costs shall be borne by [Party 2], including the costs of technical, construction, and engineering advice, insofar as such advice is necessary for modifications to [Party 1]'s Production Installation to enable [Party 2]'s accession to the Existing Connection.

11.6. If [Party 1] enters into obligations towards third parties that result in costs to be borne by [Party 2], or if [Party 2]'s accession to the Existing Connection results in [Party 1] incurring costs for the account of [Party 2], [Party 1] may request [Party 2] to provide an advance payment of up to 100% of such costs.

11.7. [Party 1] shall be obliged to account to [Party 2], to a reasonable extent, for costs incurred by [Party 1] for which [Party 2] is liable pursuant to Articles 11.3 – 11.6.

11.8. If [Party 1] incurs costs not listed in Annex [XXX] or costs that exceed those listed in Annex [XXX], [Party 1] shall, as far as reasonably possible, obtain prior agreement from [Party 2]. If [Party 1] can reasonably demonstrate that such costs are necessary and that the amounts are reasonable, [Party 2] shall bear such costs.

11.9. For the periodic connection costs, transport costs, and all other connection- and transport service-related costs charged by the Grid Operator, each Party shall be liable in proportion to its connected capacity.

11.10. The Parties shall bear, in proportion to their connected capacity, the operational costs (including insurance costs) relating to the maintenance and management of the Common Installation.

11.11. At the moment [Party 2] obtains final Financing, a point in time to be agreed between the Parties, a final settlement of all costs shall take place. Any settlement of costs and advance payments thereof, insofar as applicable, shall form part of such settlement.

11.12. The Parties may make further agreements regarding the provisions of the preceding articles.

12. Meters and Metering Responsibility

12.1. The Party or Parties to whom the PAP is allocated shall ensure the installation of an SAP Meter.

12.2. Unless the Parties agree otherwise in writing regarding the allocation of costs — for example, due to significant cost differences related to the required metering capacity — the costs for the installation and maintenance of the PAP Meter shall be borne by the Party to whose Production Installation the PAP is allocated, and the costs for the installation and maintenance of the SAP Meter shall be borne by the Party to whose Production Installation the SAP is allocated.

12.3. The Parties undertake to appoint the same Metering Responsible Party for both the PAP and each SAP, unless otherwise agreed in writing. Unless otherwise agreed in writing, each Party shall contract the intended Metering Responsible Party for its own Meter and shall ensure that the costs and activities of the Metering Responsible Party under the agreement with it are charged to that Party.

12.4. The Parties shall ensure and agree that the Metering Responsible Party shall periodically communicate to the Parties the total production measured by the Network Operator at the PAP Meter, as well as the production measured at the SAP Meter, and the allocation of total production to each Production Installation in accordance with Article 12.5.

12.5. For the purpose of communication with the Network Operator, production measured at the PAP Meter allocated to the PV Party at the PAP and production measured at the SAP Meter allocated to the PV Party at the SAP shall be communicated. Installation Losses, as evidenced by the difference between, on the one hand, the sum of the metered data at the PAP and the metered data at the SAP and, on the other hand, the production measured by the Network Operator on the EAN Code of the Existing Connection, shall be allocated to the Parties in proportion to the metered production at the respective PAP and SAP.

12.6. Each Party is responsible for the proper installation, operation, maintenance, and periodic calibration of the PAP Meter and the SAP Meter in accordance with the requirements of the Electricity Measurement Code. The Meters must be remotely readable. The Parties must keep each other informed of the EAN Code of each installation and the calibrations of the Meters, and each has the right to be present and to have a Competent Person represent it during meter calibrations.

12.7. If a Party has reasonable grounds to doubt the accuracy of a Meter, it shall notify the other Party of its concerns, providing the supporting information on which the doubts are based. That Party shall have the right to request the other Party to test the relevant Meter. The other Party shall cooperate in testing the Meter, provided the conditions of this Article 12.7 are met. If the testing shows that the Meter meets accuracy requirements, the costs of testing shall be shared equally between the Parties. If the Meter does not meet accuracy requirements under the Electricity Measurement Code, the costs of testing shall be borne by the Party responsible for that Meter.

12.8. Parties agree that if there are reasonable grounds as referred to in Article 12.7 to suspect that a Party on the PI Side has not installed or is not using a Production Installation Meter (for example, a real-time meter as agreed between the Parties for measuring production from the Production Installation), the other Party may request access to the measurement data from such a meter, as communicated by the Metering Responsible Party.

12.9. If a Meter is not functioning or does not meet the accuracy requirements of the Electricity Measurement Code, the Parties shall request the Metering Responsible Party to inform the Network Operator and to take the measures required under the applicable sections of the Electricity Measurement Code.

13. Programme Responsibility

13.1. The Party to whose Production Installation the PAP is allocated shall act as the PV Party for that PAP, and similarly, the Party to whose Production Installation the SAP is allocated shall act as the PV Party for that SAP.

13.2. The Parties are jointly and severally responsible for the PV Party’s allocation and nomination at the PAP and separately at the SAP, agreeing that the PV Party will at all times provide the necessary information for forecasting the production of its own Production Installation so that the PV Party can submit, or have submitted, nominations to TenneT in accordance with the applicable legal requirements and TenneT’s published procedures for the EAN Code of the Connection, based on which the electricity generated and fed into the grid from the common Production Facilities can be properly measured.

13.3. The Parties may agree in writing to set out the arrangements referred to in Article 13.2 in more detail in a protocol, which shall then be attached to and form part of this Agreement.

14. Operation, Maintenance, Planned Outage, and Unplanned Forced Outage of the Production Installation

14.1. Each Party shall ensure that it operates (or has operated) and maintains its Production Installation in accordance with the applicable legal requirements and regulations, and in such a way that the risks of reduced availability of the Production Installation, the Common Installation, and the Existing Connection are minimized as much as possible.

14.2. The Parties shall inform each other in writing during the fourth quarter of each calendar year about the Planned Outage of the Production Installation for the following calendar year, as well as about any updates to the Planned Outage made during that calendar year.

14.3. The Parties shall inform each other as soon and as reasonably as possible about any Unplanned Forced Outage of the Production Installation, as well as about the measures taken or to be taken in connection with such Unplanned Forced Outage and the moment when the Production Installation will be wholly or partially unavailable again.

14.4. It is the responsibility of each Party to keep the other Party informed about all relevant matters relating to Preventive and Unplanned Forced Outage of its own Production Installation that may affect the other Party.

14.5. A Party that fails to comply with its obligations under Article 14.1, Article 14.2, or Article 14.3 shall be liable to the other Party in accordance with Article 21 for any damage suffered by the other Party as a result.

15. Curtailment

15.1. To prevent simultaneous injection from the Installations exceeding the Contracted Transmission Capacity, production shall be curtailed in accordance with the Curtailment Protocol. The Curtailment Protocol shall be set out in an Annex. The curtailment shall take place following a signal from an automated curtailment instruction from the Common Installation Operator or, if no such operator is contracted, the Party managing the Common Installation.

15.2. The Party or Parties that curtail production pursuant to Article 15.1 shall be compensated by the other Party or Parties in accordance with the arrangements laid down in the Curtailment Protocol, which shall also specify the manner of such compensation.

15.3. Party 2 shall comply with any correct curtailment instruction applicable to its Installation. Party 1 shall use reasonable efforts to comply with any correct curtailment instruction applicable to its Installation, taking into account the technical, operational and commercial requirements of its Installation. Party 1 shall not be regarded as having failed to comply with a correct curtailment instruction where it has reasonable operational or commercial grounds for not doing so. For the avoidance of doubt, where Party 1 has such grounds, it shall not be deemed to have failed to comply for the purposes of this Article 15.3. If a Party fails to comply with a correct curtailment instruction, that Party is liable to the other Party in accordance with Article 21. The Curtailment Protocol sets out operational procedures and does not amend this Article 15.3

15.4. Party 2 shall not inject, or permit the injection of, electricity into the Grid in excess of its contracted transport capacity under the applicable Grid Agreement. If Party 2 nonetheless causes an injection above its contracted transport capacity, Party 2 shall bear all consequences arising therefrom, including any curtailment measures, costs, charges, or sanctions imposed by the Network Operator, without prejudice to Party 1's contracted transport capacity or operational rights. The Curtailment Protocol in the Annex sets out the operational procedures, but does not limit the responsibility of Party 2 under this Article 15.4.

16. Discontinuation of Realization of a Production Installation

16.1. If the Withdrawing Party, after entering into the Realization Agreement, does not proceed with the realization or commissioning of its Production Installation and the connection to the Existing Connection, including the adaptation of the Existing Connection for the shared use by both Parties, the Withdrawing Party shall bear the costs and direct damages actually incurred of the Non-Withdrawing Party that are directly related to the non-realization or non-commissioning, without prejudice to the extent that the Non-Withdrawing Party has already received compensation for such costs and damages from third parties.

16.2. In the event referred to in Article 16.1, the Parties shall consult with the Network Operator as soon as possible with the aim of minimizing the damage to the Non-Withdrawing Party.

17. Decommissioning of a Production Installation

17.1. As soon as reasonably possible after a Party has developed the intention to permanently decommission its Production Installation during the term of the Agreement (as referred to in Article 26) other than for Planned Outage or Unplanned Forced Outage, it shall inform the other Party thereof without delay.

17.2. If the Production Installation of the Withdrawing Party is permanently decommissioned during the term of the Agreement, wholly or partially ceasing to use the Existing Connection, the Parties shall consult with the Network Operator as soon as reasonably possible about amending the Connection and Transport Agreement (CTA) to enable the Non-Withdrawing Party or another party to replace the Production Installation of the Withdrawing Party and to fully or partially take over the contracted capacity.

17.3. If the CTA in respect of the Withdrawing Party is amended during the term of the Agreement to allow the Non-Withdrawing Party or another party to use the capacity previously used by the Withdrawing Party, the Withdrawing Party shall bear the reasonable costs (including any costs for Contracted Transmission Capacity) incurred by the Non-Withdrawing Party or other party to make such use possible, provided that the Withdrawing Party has been consulted in advance about these costs. The Withdrawing Party shall also be liable for any damages suffered by the Non-Withdrawing Party as a result of the decommissioning of the Production Installation, in accordance with Article 21, to the extent such damages are not otherwise compensated.

17.4. When determining the compensation referred to in Article 17.3 (or, where applicable, the duration for which the Non-Withdrawing Party may use the capacity of the Withdrawing Party), the Parties shall take into account the moment at which the Production Installation is decommissioned.

17.5. In determining the compensation referred to in Article 17.3 (or, where applicable, the damages expressed in periodic payments to the Non-Withdrawing Party), the Parties shall take into account the extent to which the Existing Connection is still used for the Installation of the Non-Withdrawing Party, any other installation, or otherwise. If the Withdrawing Party is reasonably able to prevent or mitigate the damages of the Non-Withdrawing Party, the Non-Withdrawing Party shall cooperate with such prevention or mitigation. If the Parties cannot reach agreement on the prevention or mitigation of direct damages actually incurred (including costs related to the decommissioning of the Production Installation of the Non-Withdrawing Party), each Party may take reasonable measures at its own expense to prevent or mitigate its own damages.

17.6. If the Withdrawing Party and the Non-Withdrawing Party agree on the intention referred to in Article 17.1, the Non-Withdrawing Party shall, at the request of the Withdrawing Party, determine in reasonableness the amount and, where reasonable, the form of security for the payment of damages owed by the Withdrawing Party under Article 17.3.

18. Network Operator Compensation

18.1. If the Network Operator charges either Party a fee due to public law or private law obligations relating to the transmission of energy from or to the Production Facilities, the Parties shall apportion such fee proportionally to their nominations in the energy programmes from the relevant Production Facilities as of the day such transmission charge becomes payable, unless otherwise agreed.

18.2. If no reasonable proportional allocation can be made as set out in Article 18.1, the Parties shall agree on another reasonable allocation method.

19. Financing Provisions

19.1. "Nothing in this Agreement shall oblige Party 1 to cooperate with, consent to, or facilitate any financing or security arrangements of Party 2, including any pledge, assignment, step-in right, transfer of contractual position, or lender consent requirements.

19.2. Party 2 shall not grant any rights under this Agreement to its financiers, nor create any third-party rights, without the prior written consent of Party 1, which Party 1 may withhold at its sole discretion

20. Insurance

20.1. Party 2 shall, at its sole cost and responsibility, procure and maintain in full force and effect an insurance programme appropriate for the construction, operation and maintenance of its Production Installation, including as a minimum:

i. construction all-risks insurance (CAR/EAR) during construction;
ii. operational property damage and machinery breakdown insurance following commissioning; and
iii. third-party liability insurance covering all risks arising out of or in connection with the Production Installation and Party 2's use of the Existing Connection and the Common Installation.

Such insurance programme shall comply with industry standards and the requirements of any competent authority or network operator.

20.2. Party 1 shall have no obligation to procure, modify, extend or disclose its own insurance programme as a result of this Agreement or Party 2's activities. Party 1's existing insurance programme shall remain entirely for Party 1's own benefit, and Party 2 shall not be entitled to make any claim under, or derive any rights from, any insurance maintained by Party 1.

20.3. At Party 1's written request, Party 2 shall provide certificates of insurance and a summary of coverage confirming compliance with Article 20.1. Party 2 shall ensure that Party 1 is named as an additional insured (where customary) and/or as a party to whom insurers shall grant a waiver of subrogation, solely to the extent required to protect Party 1 against risks arising from Party 2's installation and operations.

20.4. Party 2 shall bear all deductibles, exclusions and uninsured losses relating to its Production Installation or its use of the Existing Connection or the Common Installation.

20.5. Nothing in this Article shall limit Party 2's liability towards Party 1 under this Agreement. Party 1 shall not be required to insure any risk arising out of or related to Party 2's Production Installation.

21. Termination

21.1. Without prejudice to its other rights under the law or this Agreement, a Party (the "Withdrawing Party") may terminate this Agreement by giving written notice to the other Party (the "Defaulting Party") with immediate effect, without any obligation to pay damages to the Defaulting Party, if one or more of the following events occurs (unless this Agreement provides otherwise):

(i) the Defaulting Party fails to pay any amount due to the Withdrawing Party and such failure is not remedied within ten (10) Working Days after the Defaulting Party has been given written notice of default by the Withdrawing Party;
(ii) the Defaulting Party fails to fulfil a material obligation under this Agreement and neglects to remedy such failure within thirty (30) calendar days after the Withdrawing Party has given written notice of default to the Defaulting Party, specifying a reasonable period for remedy;
(iii) a situation exists in which the Defaulting Party is unable to meet its financial obligations within the meaning of Article 6:75 of the Dutch Civil Code and the Defaulting Party does not provide adequate security for the fulfilment of its obligations to the Withdrawing Party; this

applies both to financial obligations and to obligations related to the construction of the Production Installation within the timelines set out in this Agreement, without prejudice to the possibility of agreeing otherwise in a financing model to be jointly adopted by the Parties;
(iv) the Defaulting Party has been requested to take measures regarding its financial position and fails to comply with such request ("step in rights") before a receiver is appointed for the Defaulting Party, or before such measures are otherwise taken, and such failure could reasonably have been prevented;
(v) the Defaulting Party has disposed of or intends to dispose of a substantial part of its assets; or
(vi) the Defaulting Party has taken preparatory steps to wind up its business.

21.2. Without prejudice to the provisions elsewhere in this Agreement, the Defaulting Party shall be obliged to cooperate with the Withdrawing Party in enabling the Withdrawing Party to continue to (jointly) use the Existing Connection with another party, provided that this obligation shall not result in the Defaulting Party incurring higher obligations towards the Withdrawing Party than are provided for in this Agreement.

22. Liablility

22.1. A Party shall be liable for Defective Performance in accordance with Articles 74 through 80 of Book 6 of the Dutch Civil Code.

22.2. Except in the event of intent or gross negligence, and unless otherwise provided in the Agreement, a Party's liability for Defective Performance shall be limited to the Direct Damages of the other Party up to an amount of [●] or, if higher, the amount paid out to the liable Party under any insurance policy, increased by the deductible. If the liable Party derives a benefit from the act or omission that gave rise to liability, it shall in no event pay a lower amount of damages than the amount of such benefit if the actual damages of the other Party are equal to or greater than that benefit.

22.3. Party 2 shall indemnify and hold harmless Party 1 from and against any and all claims, demands, penalties (including those imposed by any grid operator), liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with any third-party claim resulting from any act or omission of Party 2.

23. Confidentiality

23.1. The Parties shall, during the term of this Agreement and for three years after its termination, observe confidentiality with respect to all communications and information relating to the conclusion and performance of this Agreement.

23.2. The confidentiality obligations referred to in this Article 23 shall not apply if and insofar as:

(i) disclosure is required under Statutory Rules, a judicial authority, or in the context of arbitration proceedings;
(ii) disclosure is required by a stock exchange, a supervisory authority of a stock exchange, or another competent authority;
(iii) disclosure is necessary for enforcing rights under this Agreement or any other agreement entered into in connection with it, in judicial, arbitral, or other legal proceedings;
(iv) all Parties have given their prior written consent to the disclosure;
(v) the information has entered the public domain other than through a breach by the relevant Party;

(vi) disclosure is necessary to obtain advice from advisers engaged by the relevant Party, provided that these advisers are bound by at least equivalent confidentiality obligations to those laid down in this Article 23;
(vii) disclosure is necessary for audits or annual accounts by the relevant Party, including where disclosure is required under Article 402, Book 2 of the Dutch Civil Code, whereby such disclosure is limited to what is necessary;
(viii) disclosure is required by financing parties in connection with the financing of the relevant Party and such financiers are bound by equivalent confidentiality obligations to those set out in this Article 23, except where disclosure is necessary under a **need-to-know** basis.

23.3. In the cases referred to in 23.2 (i) – (iii), the disclosing Party shall inform the other Parties in advance about the content, form, and timing of the intended disclosure, provided that, insofar as the disclosure concerns a judicial or arbitral proceeding, the aforementioned information requirement shall only apply between the Parties involved in that judicial or arbitral proceeding.

23.4. In the case referred to in 23.2 (iv), the disclosing Party shall impose the confidentiality obligations set out in this Article upon the party receiving the information.

24. Transfer of Legal Relationship

24.1. Party 1 may transfer this Agreement at any time without the consent of Party 2. Party 2 may transfer this Agreement only with the prior written consent of Party 1, which shall not be unduly withheld; Party 1 may in any event withhold consent where the proposed transferee does not meet reasonable financial, technical or compliance standards. Any transfer by Party 2 made without Party 1's prior written consent shall be null and void.

25. Amendment of Statutory Rules

25.1. If a change in Statutory Rules materially affects a Party's obligations under this Agreement, the Parties shall consult in good faith to agree any amendments reasonably required to preserve the intended balance of this Agreement. If no agreement is reached within thirty (30) Working Days, the affected Party may refer the matter to arbitration in accordance with Article 30.2. Party 2 shall bear all costs of such arbitration, including Party 1's reasonable legal and expert costs, given that Party 1 provides the existing infrastructure enabling this Agreement. Until an agreement or arbitral award is reached, the Parties shall continue to perform this Agreement to the extent legally permissible.

26. Entry into Force and Term

26.1. Subject to the suspensive conditions provided for in this Agreement, the Agreement shall enter into force on the date on which it is lawfully signed by both Parties. The Agreement shall be entered into for a period of [twenty years / lifetime of [Party 1]].

26.2. The Agreement may be terminated early by either Party with due observance of a six-month notice period prior to the end of the term for which the Agreement was entered into if the Production Installation has permanently ceased operation or if the Production Installation has been decommissioned, without prejudice to the provisions of Articles 16 and 17 in this respect.

27. Termination Conditions

27.1. This Agreement is subject to the following termination conditions:

The Termination Condition Grid Compliance
Termination conditions [Party 1] [XXX]
Party 2 has acquired all necessary permits for the development and exploitation of a charging hub for electric vehicles. Party 2 has passed grid compliance procedures with the Grid Operator. Party 2 shall provide evidence of final financing and bank guarantees for the one-off connection fee before the agreement becomes effective.

Termination conditions [Party 2] [XXX]

27.2. Unless otherwise provided in Article 27.1, the Agreement shall terminate with immediate effect at the time a Party invokes the fulfilment of a termination condition in accordance with this Article, provided such termination condition is in the interest of that Party.

27.3.

27.4. If Party 2 decommissions or withdraws, Party 1 may acquire Party 2's rights to the connection at zero cost or at depreciated book value.

28. Entire Agreement

28.1. This Agreement contains all agreements between the Parties with respect to the subject matter contained herein.

29. Miscellaneous Provisions

29.1. Notwithstanding nullity, annulment, or prohibition of the performance of any provision of the Agreement, the remainder of the Agreement between the Parties shall remain in full force and effect and shall continue to be performed. If and insofar as the nullity, annulment, or prohibition referred to in the preceding sentence cannot be remedied under statutory law or amended by mutual consent of the Parties within a reasonable period after one Party has invoked it, the Parties shall enter into consultations in order to replace the void, voided, or prohibited provision with a valid provision that approaches the purpose and intent of the original provision in the Agreement as closely as possible.

29.2. The Parties agree that as long as legislation or regulation (including the Electricity Act 1998 and subordinate legislation) or any other public law measure does not permit cable pooling, and/or the public law authority determines that such is not permitted, this Agreement shall not be deemed to permit cable pooling and the Parties shall not implement cable pooling between them unless the relevant legislation, regulation, or public law measure allows for it. This also applies to situations in which there is a Common Distribution System (GDS) or similar.

29.3. Amendments to this Agreement can only be made in writing with the consent of all Parties.

29.4. Each Party shall bear its own costs and expenses in relation to the conclusion of this Agreement, unless the other Parties to the Agreement are liable for these costs under this Agreement.

29.5. This Agreement may be executed in counterparts and in multiple originals, all of which together shall constitute one and the same instrument.

30. Governing Law and Dispute Resolution

30.1. This Agreement is governed by Dutch law.

30.2. The Parties shall submit disputes arising from this Agreement to arbitration. The arbitral procedure shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute, in the Dutch language and in accordance with the rules of Dutch law. The arbitral tribunal shall consist of three (3) arbitrators. The place of arbitration shall be [XXX].

-- Signature section below ---

Signed for and on behalf of [Party 1]:
Name:
Title:
Date:

Signed for and on behalf of [Party 2]:
Name:
Title:
Date: