

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF ELECTRIC POWER AND ASSOCIATED SERVICES BY ENTELIOS AS TO BUSINESS CUSTOMERS

Valid from 1 October 2019

1. General Terms

1.1 Contract Formation

The Customer undertakes to provide Entelios with the information needed to enter into an electricity supply contract, including in such cases where the contract covers several legal entities. If the contract covers several legal entities, they shall be considered jointly and severally liable under the provisions of the contract. The contract with the Customer may only be entered, modified or terminated by a representative of the Customer with the necessary authority.

1.2 Surety

Entelios is entitled to perform a credit check on the Customer and may withhold/terminate delivery, or require surety or advance payment from the Customer, if there are good grounds for doing so. If required by the Customer, the decision to demand surety must be justified in writing.

1.3 Duty of confidentiality, use of personal data and credit checks

Both parties have a duty of confidentiality with respect to all information about the other party's contractual and business relationships. However, this does not apply to credit checks or to the provision of information about the Customer to the authorities or private parties with a statutory right to access such information, including companies within the same corporate groups as Entelios or the Customer.

1.4 Authorisations

When entering into the contract, the Customer authorises Entelios to:

- obtain the information needed to perform the change of supplier
- report the change of supplier to Elhub
- report any entity moving in or out via Elhub in the event of relocation
- obtain meter readings and other information from Elhub
- change the invoicing address and format used by the distribution grid owner where necessary to fulfil the contract
- obtain the information needed for pass-through invoicing of grid tariffs and associated services. If for any reason pass-through invoicing cannot be implemented, the Customer will be invoiced directly for grid tariffs by its distribution grid operator. In the event of pass-through invoicing of grid tariffs, the Customer still fully remains a party to the contract with the distribution grid operator. Unless otherwise agreed, the grid tariffs shall be passed through to the Customer at the rates shown on entelios.no at any given time.

1.5 Contract assumptions

The contract assumes that the Customer has been released by its current electricity supplier for the supply points covered by this contract at the start date for this contract; if not, Entelios may charge the Customer for any direct expenses incurred in conjunction with terminating the previous contract.

Product categories

Entelios AS offers the following categories of electricity supply contracts:

A. Portfolio management

At supply points with hourly metering, all power is supplied at the relevant hourly Nord Pool Spot zone price multiplied by actual consumption during each hour. A normal distribution consumption profile is used for supply points with profile metering. Entelios' fees and purchase-related costs are added to the spot price. Portfolio management of the Customer's electricity needs is done on the basis of a separate strategy agreement between the Customer and Entelios. The details of this strategy shall be set out in a separate document.

B. "Smartkraft"

"Smartkraft" is an energy management product that involves hedging the price of individual customers' expected electricity consumption together with that of other customers in an electricity fund. The amount hedged ranges from 0-100% of expected consumption, based on Entelios' best judgement at any given time. The trading time horizon is equivalent to that of the Nasdaq OMX futures exchange. If over the course of the calendar year the management product outperforms the Nord Pool Spot system price, an agreed proportion of the outperformance is payable to Entelios. At supply points with hourly metering, all power is supplied at the relevant hourly Nord Pool Spot zone price multiplied by actual consumption during each hour. A normal distribution consumption profile is used for supply points with profile metering. Entelios' fees and purchase-related costs are added to the spot price.

C. "Fondskraft"

"Fondskraft" is an energy management product offered to customers in Agder. The agreement is subject to a minimum lock-in period of two years. The customer pays an agreed price for each calendar year. Entelios' fees and purchase-related costs are added to the agreed price. The total electricity volume is managed over the course of the year and the financial results achieved are used to calculate the final electricity price, with the adjustment to the agreed price being billed annually in arrears. The deadline for signing up is normally at the start of November.

D. Spot price

At supply points with hourly metering, all power is supplied at the relevant hourly Nord Pool Spot zone price multiplied by actual consumption during each hour. A normal distribution consumption profile is used for supply points with profile metering. Entelios' fees and purchase-related costs are added to the spot price.

E. Fixed price

The fixed price product involves buying electricity at a fixed price for a set period. The agreement cannot be terminated during that period. If the contract is terminated early, Entelios may demand to have its losses covered. The fixed price applies to a specified monthly volume, and Entelios may at least once a year calculate and bill the excess/shortfall in the Customer's consumption based on the difference between the fixed price and the profile-adjusted Nord Pool Spot zone price for the period in question, with a mark-up for purchase-related costs.

F. Floating price

The floating price product applies a variable electricity price that follows the market price. The current price at any given time can be found on *Min Side* on entelios.no.

2. Financial terms and conditions

2.1. Delivery

Entelios undertakes to supply and the Customer undertakes to pay for physical deliveries and any portfolio management services in accordance with the agreed terms and conditions. With respect to starting physical delivery, this is subject to there being no unforeseen delays on the part of the distribution grid owner or previous electricity supplier, including as a result of insufficient/incorrect information being provided by the Customer.

2.2. Pricing

The Customer understands that the electricity prices and mark-ups in the electricity supply contract are based on the expected volume and consumption profile. Any deviation from the consumption profile or volume may result in a change in pricing. All financial trading occurs at the market price on the relevant trading day for the Customer's price zone. Unless otherwise agreed, the stated electricity price includes all costs, including mark-ups and the cost of electricity certificates, balancing, trading and interest expenses, as well as fees payable to Nord Pool Spot, Nasdaq OMX and Statnett SF. Any new taxes or costs arising from new market regulations will be added to the electricity price at the applicable rates at any given time. Any agreed mark-up shall be shown as a separate item on the invoice. If the Customer is exempt from the taxes under the applicable tax rules, the Customer must document its entitlement to the exemption. If Entelios is back-charged by the tax authorities for taxes from which the Customer was erroneously granted exemption, the Customer shall pay Entelios the amount that it is ordered to pay to the tax authority in question.

2.3. Duty to notify change in volume

In the event of any change in volumes, supply points or consumption profiles, the customer shall notify Entelios prior to the change. If there is any discrepancy between the volume and/or consumption profile estimated by the Customer and the expected one, Entelios is entitled to charge the Customer at the appropriate price for the actual consumption and/or consumption profile. Entelios must present any demand for a price adjustment within a reasonable time of the discrepancy being discovered.

2.4. Payment

Unless otherwise specified by the electricity supply contract, Entelios will invoice the Customer monthly based on expected consumption, adjusted for the previous period's actual consumption, with payment due in the middle of the month of supply. If invoicing is in arrears, a credit fee will be payable unless otherwise agreed. As a rule, the invoice will be sent to the Customer as an e-mail invoice or electronically by some other means. If the Customer chooses another type of invoice, an invoice fee may be payable at the applicable rate at any given time. Unless otherwise stipulated in the electricity supply contract, invoices shall be paid within fourteen days of the invoice date. Any debt collection will be performed in accordance with the Norwegian debt collection act (*inkassoloven*). In the event of late payment, bankruptcy or a debt collection notice being sent, Entelios may also terminate all deliveries under this contract without prior warning. Fees for invoice management and payment reminders are payable at the rates applicable at any given time.

2.5. Currency

All physical deliveries of electricity and cash-settled contracts are traded and invoiced in local currency unless otherwise agreed or stipulated in the electricity supply contract. The translation from Euros into local currency occurs at the time of trading at market exchange rates.

2.6. Taxes

The Customer shall pay the taxes that at any given time are payable by the consumer or buyer on the sale and consumption of electric power.

In the event of any changes to the tax system or tax rates during the contract period, the amounts invoiced by Entelios will be adjusted accordingly.

2.7. Electricity certificates

Pursuant to the Electricity Certificate Act, a variable supplement to the electricity price is invoiced to customers who are required to have electricity certificates in Norway and Sweden. The supplement is priced in øre per kWh and includes purchase-related costs, covering administration and costs incurred. Unless otherwise agreed, the supplement payable at any given time can be found on *Min Side*. The proportion of consumption that must be covered by an electricity certificate varies over time, and the distribution grid operator is responsible for defining which customers and supply points require certificates. For more information about electricity certificates in Norway, see <http://www.nve.no/no/Kraftmarked/Elsertifikater/>

2.8. Indexing

Unless otherwise agreed or stipulated by the electricity supply contract, the agreed fees and price elements payable to Entelios shall be adjusted in line with the consumer price index on 1 January without this being separately notified.

2.9 Price adjustments

Unless otherwise specified by the electricity supply contract, all ongoing contracts are subject to an administration fee per kWh, in addition to the electricity price and associated purchase-related costs and taxes. This mark-up is included in the electricity price and can be found on entelios.no. The mark-up may be changed monthly and is communicated ahead of each supply period on entelios.no or through other appropriate channels.

3. Termination and settlement of Financial contracts

3.1. Termination

Unless otherwise stipulated by the supply contract, the Customer and Entelios have a mutual notice period of three (3) months from the date on which the notice of termination is received by the other party (the notice period). If the Customer has terminated the contract but Entelios is still registered as the supplier by the local distribution grid operator, the Customer will be transferred to the spot price product for one month at a time until the change of supplier has been completed. In that case, Entelios' mark-up on the spot price will be 5 øre/kWh + NOK 100/supply point/month.

3.2. Breach of contract

If the Customer is in breach of its obligations under the supply contract, the Customer shall indemnify Entelios for loss of revenue (fees) and any costs incurred. If Entelios is in breach of its obligations under the supply contract, the Customer may be entitled to compensation. Material breach of contract by one of the parties may result in immediate termination of the supply contract by the other party.

3.3. Settlement of Financial contracts in the event of termination or breach of contract (for product categories A, B and C)

If the Customer or Entelios terminates the supply contract, the general rule is that any cash-settled contracts that expire after the end of the notice period shall be closed within a week of the date on which the notice of termination is received. The realised gain/loss will be debited/credited to the Customer, less interest, in conjunction with final settlement of the account (NIBOR +/- 1.5%). In the event of the Customer terminating the account, the Customer may alternatively when terminating the contract request the transfer of any open cash-settled contracts to the new supplier. In such cases, a letter of acceptance from the new supplier shall be appended to the notice of termination, including the necessary contact person(s) and contact details, to allow transfer of the cash-settled contracts within a week of the notice of termination being received.

Whichever method is used to settle any cash-settled contracts that expire after the notice period, Entelios will calculate and withhold any agreed share of the financial gain, if there is one. Entelios will also charge the Customer a settlement fee of 0.15 øre/kWh on the contracts sold/transferred in addition to any agreed trading fees.

3.4. Relocation

The electricity supply contract follows the Customer. The Customer shall notify Entelios and the local distribution grid operator of any decision to relocate as soon as it is taken, as well as the local distribution grid operator at the new supply point. The notice sent to Entelios shall contain the customer name, customer number, new meter ID, new business address and new invoicing address.

3.5. Rental or sale of premises/property/business

In the event of premises/property/business operations being rented out or sold, or any changes to those arrangements, Entelios and the local distribution grid operator must be notified immediately.

4. Additional services

4.1 Pass-through invoicing of grid tariffs charged by Agder Energi Nett AS

For customers within Agder Energi Nett AS's licence area who have Entelios as their electricity supplier, Entelios AS shall perform pass-through invoicing of the grid tariffs. An agreement with Agder Energi Nett AS entitles Entelios to receive payment of grid tariffs from customers and for those payments to relieve the Customer of its associated liabilities to Agder Energi Nett AS. In such cases, Entelios AS invoices and collects the grid tariffs. The electricity supplier undertakes to supply electric power and perform through-invoicing of grid tariffs in accordance with the Customer's demand/consumption at any given time. Entelios may cease to supply electricity and/or perform through-invoicing of grid tariffs if the Customer fails to pay within the payment deadline. If the supply of electricity and through-invoicing of grid tariffs have been justifiably interrupted by the electricity supplier due to non-payment, they will not normally be resumed until all debts to Entelios, including the cost of interrupting and resuming supply, have been paid. Unless otherwise agreed, Entelios shall charge grid tariffs at the monthly rate payable for the service at any given time as specified on entelios.no.

4.2 Renewable energy guarantee

Unless otherwise stipulated by the contract, Entelios will supply 100% renewable energy using guarantees of origin from Norwegian hydroelectric power. There is a variable fee per kWh for the renewable energy guarantee that can be found on entelios.no, and the Customer may cancel the guarantee product at any time.

4.3 Consumption reports

All customers have free of charge access to *Min Side* on entelios.no. All customers also have the ability to monitor their own energy consumption by logging in to Elnet through entelios.no. Unless otherwise agreed, access to Elnet is free of charge for 3 months after contract formation and is subsequently invoiced at a rate specified on entelios.no. The Customer may cancel its subscription to Elnet at any time.

5. General information

5.1. Metering and settlement

Metering of the electric power and energy supplied shall follow the distribution grid owner's rules. In the event of any disagreement over the meter data, the grid owner's data shall be used.

5.2 Disputes

Any dispute arising between the parties with respect to the contract shall be subject to Norwegian law and shall be heard at Kristiansand district court.

5.3 Force majeure

The parties shall be exempted from any liability for failure to fulfil their obligations under this contract if this is due to circumstances or events that are beyond their control and that they could not reasonably have prevented or overcome the impact of.

5.4 Transfer

This Contract may not be transferred without the other party's written consent. Notwithstanding, the Customer accepts that Entelios may transfer its obligations and rights under this Contract to another company in which Agder Energi AS holds at least 50% of the share capital.

5.5 Adding part-owned or wholly-owned subsidiaries

If the Customer has any wholly-owned subsidiaries that at a later date wish to be added to the electricity supply contract with Entelios, the Customer may demand that they be allowed to do this on equivalent terms and conditions. In the case of part-owned subsidiaries, Entelios' prior approval is required.

5.6. Changes to the general terms and conditions

Entelios may modify the general terms and conditions for the supply of electric power and associated services by giving one (1) month's written notice through an invoice, *Min Side*, Entelios' website or other appropriate channels. If the Customer does not accept the changes set out, the Customer may terminate the supply contract with one (1) months' notice.