



Company name

Street name

Town/city

CVR no.:

(hereinafter referred to as the 'Supplier')

ENERGINET
Systemansvar

Energinet
Tonne Kjærvej 65
DK-7000 Fredericia

And

+45 70 10 22 44
info@energinet.dk
CVR-nr. 39 31 49 59

Energinet Systemansvar

Tonne Kjærvej 65

7000 Fredericia

Dato:
12. december 2022

have entered into the following:

Forfatter:
TLT/TLT

MAIN AGREEMENT ON THE SUPPLY OF ANCILLARY SERVICES

1. Introduction

This Agreement constitutes the overall regulation of the Parties' rights and obligations in connection with the delivery of ancillary services. By signing this Agreement, the Supplier undertakes to fully comply with the requirements set out in this Agreement and its appendices at any given time.

2. Documents

The agreement concluded between the Parties consists of two main documents:

- Main agreement (present document)
- Appendix 1 Ancillary services to be delivered in Denmark - Tender conditions (doc. 21/10162-5)

3. Changes and renegotiation

Any changes to and specifications of the services or the contents of this Main Agreement which have been agreed between Energinet Systemansvar (Energinet Electricity System Operator) and the Supplier at the time of the commencement of the Agreement must be made in writing.

Throughout the term of the Agreement, Energinet Systemansvar is entitled to change the technical conditions for the services if such changes are founded on changed requirements as regards the security of supply and the efficient utilization of the overall electricity supply system. Changes are subject to minimum one (1) month's written notice to all suppliers. Any communication of changes must state the reasons for such changes and include a list of changes made.

The Supplier may demand renegotiation of the Main Agreement if new tariffs, levies or other financial or technical burdens are introduced in the contract period and significantly change the Supplier's basis for entering into the Main Agreement.

Should the Main Agreement or parts hereof otherwise conflict with mandatory rules of law, the Parties are obligated to seek to change the Main Agreement through renegotiation to ensure its compliance with applicable legislation.

4. Assignment

The Parties cannot without prior written consent of the other Party fully or partially assign their rights and obligations under this Main Agreement to a third party. However, under the general rules of Danish law, assignment in connection with a merger is permitted without the other Party's consent.

5. Effective date

This Main Agreement is effective from dd.mm yyyy.

6. Termination

Both Parties are entitled to terminate this Main Agreement by giving 14 days' written notice (by letter or e-mail). However, the termination is not valid until the agreed quantities have been delivered. Either Party may, giving two (2) days' notice, cancel this Main Agreement in case of material breach of contract by the other Party.

7. Signature

This Main Agreement has been executed in two (2) signed duplicate originals – one for each Party. In the event of changes to this Main Agreement, a new Main Agreement must be prepared and signed.

8. Authority approval

Notification of the present agreement must be sent to the Danish Utility Regulator in accordance with Section 76 of the Danish Electricity Supply Act (Elforsyningsloven).

9. Public access

Energinet may publish this Agreement, including pass on information about the Agreement without the Supplier's consent, provided that this does not result in the publication of commercially confidential information as set out in the Danish Electricity Supply Act, the Danish Public Administration Act (Forvaltningsloven) and the Danish Public Records Act (Offentlighedsloven).

Place:

Date:

Place:

Date:

Energinet Systemansvar

Kia Marie Jerichau

Områdeleder

Company Name

First name, last name

Appendix 1: Gross list of the supplier's plants in DK1

The supplier is obliged to create and maintain a list of the plants and power stations the supplier has access to, which could potentially be included in the supply of ancillary services.

The supplier's gross list of plants in DK1 is created before this agreement is signed and must be continuously maintained. The supplier is also obliged to update this list when the supplier ceases to have access to plants and power stations listed and when the supplier accesses new plants. Additions to this list must be approved by Energinet.

Energinet must be informed about changes to this list as soon as possible by sending a copy of the new updated gross list. The newest version of the gross list will replace older versions.

| Plants | GSRN-nr. | Primary reserve (FCR) | Sekundarry reserve (aFRR) | Manuel reserve (mFRR) |
|----------|----------|-----------------------|---------------------------|-----------------------|
| | | xx MW | yy MW | zz MW |
| In total | | | | |

Appendix 2: Gross list of the supplier's plants in DK2

The supplier is obliged to create and maintain a list of the plants and power stations the supplier has access to, which could potentially be included in the supply of ancillary services.

The supplier's gross list of plants in DK2 is created before this agreement is signed and must be continuously maintained. The supplier is also obliged to update this list when the supplier ceases to have access to plants and power stations listed and when the supplier accesses new plants. Additions to this list must be approved by Energinet.

Energinet must be informed about changes to this list as soon as possible by sending a copy of the new updated gross list. The newest version of the gross list will replace older versions.

| Plants | GSRN-nr. | Primary reserve (FCR) | Sekundarry reserve (aFRR) | Manuel reserve (mFRR) |
|----------|----------|-----------------------|---------------------------|-----------------------|
| | | xx MW | yy MW | zz MW |
| In total | | | | |