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Connection and Transmission Agreement

for a connection at:

[Name of offshore Platform]

Connection and Transmission Agreement made by and between:

TenneT TSO B.V.

and

[]

Dated: []

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Connection and Transmission Agreement

The undersigned:

1. TenneT TSO B.V., having its registered office and place of business at Utrechtseweg 310, Arnhem, the Netherlands ("TenneT"),

and

2. [], having its registered office at [] and place of business at [], [] (the "Connected Party"),

the parties to this Connection and Transmission Agreement are hereinafter referred to jointly as the "Parties" and each a "Party".

Whereas:

- A TenneT is the TSO for electricity in the Netherlands as well as the TSO for the Offshore Transmission System;
- B the Connected Party operates the Installation. The Installation is or will be connected to the Offshore Transmission System for the purpose of transmitting the electricity generated or consumed by the Connected Party;
- C the Parties wish to lay down in this Connection and Transmission Agreement the terms and conditions governing the Connection and the transmission of electricity by TenneT for the Connected Party.

The Parties hereby agree as set forth below:

1. Definitions and interpretation

- 1.1 In this Connection and Transmission Agreement, capitalised words have the meanings assigned to them in Article 1 of the TenneT General Terms and Conditions for Connection and Transmission of Offshore Electricity 2015, including Realisation Conditions (the "General Terms and Conditions").
- 1.2 No provision of this Connection and Transmission Agreement shall be interpreted to the detriment of a Party for the sole reason that that Party was responsible for drafting that particular provision.
- 1.3 Headings have been inserted for convenience of reference only and do not affect the interpretation of any provision of this Connection and Transmission Agreement.

2. Purpose of this Agreement

TenneT and the Connected Party desire to enter into this Connection and Transmission Agreement for the purpose of regulating their relationship with respect to the Connection and the transmission of electricity by TenneT for the Connected Party.

3. Transmission right and transmission capacity

- 3.1 Transmission of electricity by TenneT for the Connected Party will take place pursuant to this Connection and Transmission Agreement.

Offtake

- 3.2 The Connected Party shall be entitled to receive a maximum amount of electricity equal to the Contracted Transmission Capacity via the Offshore Transmission System.
- 3.3 In its operation of the Connection, TenneT shall keep the Installation connected to the Connection and shall ensure that the Connected Party will be able to receive at the primary Connection Point a maximum quantity of electricity that corresponds with the Contracted Transmission Capacity (as set out in Annex 1 (Details of the Connected Party)).

Feed in

- 3.4 The Connected Party shall be entitled to feed a maximum amount of electricity equal to the Feed-in Transmission Capacity into the Offshore Transmission System.
- 3.5 TenneT may upon request of the Connected Party provide the Connected Party with feed-in capacity additional to the Feed-in Transmission Capacity. TenneT will only provide this additional capacity if TenneT deems such technically feasible.
- 3.6 In its operation of the Connection, TenneT shall keep the Installation connected to, and ensure that the Connected Party will be able to feed into, the Offshore Transmission System from the Installation at the primary Connection Point, a maximum quantity of electricity that corresponds with the Feed-in Transmission Capacity (but excluding any additional feed-in capacity as referred to in Article 3.5).

4. The Connection

- 4.1 The Connected Party shall use the Connection to feed electricity into and/or receive electricity from the Offshore Transmission System in accordance with this Connection and Transmission Agreement.
- 4.2 The details of the Connected Party are set forth in Annex 1 (Details of the Connected Party).
- 4.3 Annex 2 (Description and technical specifications of the Connection, including drawings) sets forth (i) the transmission details, (ii) the technical description and diagrammatic representation of the Connection on the Platform, (iii) the diagrammatic representation of the primary, secondary and tertiary Connection Points and (iv) other relevant details relating to the Connection.
- 4.4 If deemed reasonably necessary by TenneT, TenneT may restrict or interrupt transmission
- a. for the purpose of executing its statutory duties;
 - b. in connection with works carried out; or
 - c. in the interest of safety.
- 4.5 TenneT shall notify the Connected Party as soon as reasonably possible in accordance with Annex 6 (Operational arrangements and exchange of information) of any scheduled or unscheduled outage of the Connection that affects the operability of the Installation. In the event of a scheduled outage, TenneT and the Connected Party shall use their reasonable endeavours to coordinate the timing of this planned outage.
- 4.6 TenneT shall at all times carry out the works referred to in Article 4.4(b) with the fullest allowance reasonably possible for the operations of the Connected Party.

5. Start-up and commissioning of the Connection

- 5.1 TenneT will not take the Connection into operation before the following conditions precedent have

been fulfilled:

- a. the Connection has been realised in accordance with the Realisation Agreement;
- b. the Connected Party has concluded a supply agreement ("*leveringsovereenkomst elektriciteit*") for its electricity consumption at the Connection with a supplier of electricity and the Connected Party has notified TenneT in writing of its supplier's name;
- c. the Connected Party has appointed an Acknowledged Metering Responsible Party in accordance with section [1.2.3.5] of the electricity metering code (*Meetcode Elektriciteit*) for the Parties' obligations arising from the electricity metering code (*Meetcode Elektriciteit*);
- d. the Connected Party has notified TenneT in writing of the name of the Person Responsible for the Installation; and
- e. the Connected Party has appointed a Balance Responsible Party for the fulfilment of the Connected Party's obligations arising from the system code (*Systeemcode Elektriciteit*), and the Connected Party has notified TenneT in writing of the name of the Balance Responsible Party.

- 5.2 The Connected Party shall, in accordance with the information code (*Informatiecode Elektriciteit en gas*), fulfil the conditions precedent sub b-e of Article 5.1 no later than one (1) month before the Connected Party wishes to use the Connection.
- 5.3 The Connected Party may start using any part of the Connection that has been taken into operation in accordance with Article 5.1 upon fulfilment of the following conditions precedent:
- a. the Connected Party has satisfied the requirements (including successfully completing the commissioning tests and compliance tests and simulations) set forth in Annex 4 (Technical requirements applicable to the Installation); and
 - b. either (i) the Connected Party or (ii) its supplier of electricity, the Balance Responsible Party and the Person Responsible for the Installation, has or have notified TenneT in writing of all relevant details in accordance with the Codes.

6. The Installation

The Connected Party shall comply with the requirements applicable to the Installation as set forth in Annex 4 (Technical requirements applicable to the Installation).

7. Metering devices and metering services

- 7.1 TenneT shall maintain, replace, relocate and/or remove the Metering Device.
- 7.2 The volume of transmitted electricity shall be metered in accordance with the provisions laid down in or pursuant to the electricity metering code (*Meetcode Elektriciteit*).
- 7.3 The metering on behalf of the Parties shall be performed by the Acknowledged Metering Responsible

Party at the primary Connection Point as defined and shown in the diagrammatic representation set forth in Annex 2 (Description and technical specifications of the Connection, including drawings). The Connected Party will, after a joint selection process and in consultation with TenneT, appoint the Acknowledged Metering Responsible Party. The Connected Party shall provide all necessary support and cooperation to the appointed Acknowledged Metering Responsible Party at any time.

7.4 TenneT is entitled to perform power quality monitoring for its own account.

8. Tariffs, fees and payment

8.1 The Connected Party shall pay TenneT the applicable tariffs and fees pursuant to Chapter [6] of the Act for TenneT's regulated services, including but not limited to any tariffs within the meaning of section [6.6] of the Act as determined by the ACM in connection with electricity consumed or any tariffs or fees for feeding in electricity which may be introduced in the future.

8.2 In addition to the tariffs and fees referred to in Article 8.1, the Connected Party shall fully reimburse TenneT for its costs of commissioning tests and compliance tests and simulations referred to in Article 9.4 and costs related to the access referred to in Article 9.5.

8.3 For performing the metering services, the Acknowledged Metering Responsible Party will invoice TenneT and the Connected Party, respectively, in accordance with the division set out below:

- (i) TenneT shall pay the costs for the metering services by the Acknowledged Metering Responsible Party on the primary part of the Metering Device; and
- (ii) the Connected Party shall pay the costs for the metering services by the Acknowledged Metering Responsible Party to the extent they regard the Connected Party's obligations under the metering code (*Meetcode Elektriciteit*) or are otherwise performed for the purposes of the Connected Party.

8.4 TenneT shall invoice the tariffs, fees and costs referred to in Article 8.1 and 8.2 to the Connected Party in accordance with Article 6 of the General Terms and Conditions.

8.5 At the request of TenneT, the Connected Party shall provide TenneT with all details necessary for TenneT to determine the applicable tariffs, fees and costs owed by the Connected Party (including all details required under the electrify tariffs code (*Tarievencode elektriciteit*)).

9. Information rights and operational matters

- 9.1 The Connected Party shall retain records and supporting documentation in order to document the operation of the Installation for the duration of this Connection and Transmission Agreement and two years thereafter. The Connected Party shall provide TenneT with copies of any such records and underlying documentation upon TenneT's request.
- 9.2 In order for TenneT to comply with the reporting obligations of section 14(1)(d) (forecast generation data) and section 16(1)(c) (actual generation data) of Commission Regulation (EU) No 543/2013 of 14 June 2013 on submission and publication of data in electricity markets and amending Annex I to Regulation (EC) No 714/2009 of the European Parliament and of the Council, the Connected Party shall timely provide TenneT with the information referred to therein.
- 9.3 The Connected Party shall guarantee the accuracy and completeness of the details it will provide to TenneT insofar as the accuracy and completeness of such details can be verified by the Connected Party.
- 9.4 The Connected Party shall allow TenneT at any time to perform commissioning tests and compliance tests and simulations at the Installation pursuant to the requirements set forth in Annex 5 (Compliance Testing Requirements).
- 9.5 The Connected Party shall ensure that any space on the Platform that pursuant to the arrangement in Annex 6 (Operational arrangements and exchange of information) is designated for use by the Connected Party, is accessible by TenneT at all times to the extent necessary for TenneT to execute its statutory duties as a TSO (including for the Offshore Transmission System).
- 9.6 Any operational matters will be dealt with between the Parties in accordance with Annex 6 (Operational arrangements and exchange of information).

10. Applicable technical regulations

Unless explicitly provided otherwise in Annex 3 (Annex 3 Technical terms and conditions for offshore connection platforms) or Annex 4 (Annex 4 Technical requirements applicable to the Installation), the Codes apply *mutatis mutandis* to the Connection.

11. Step-in entity

Where, under the finance documentation for the Connected Party's obligations under this Connection and Transmission Agreement, lenders appoint a step-in entity, no prior consent of TenneT is required for this appointment, provided that:

- a. the step-in entity concludes an agreement with TenneT under conditions equal to the conditions in this Connection and Transmission Agreement;
- b. the step-in entity becomes the holder of the SDE+-subsidy and permit (Wet windenergie op zee) for the Installation ultimately at the date it may start using the Connection as a result of fulfilment of the requirements and conditions precedent set forth in the agreement referred to under (a), equal to those set forth in Article 5 of this Connection and Transmission Agreement; and
- c. the Connected Party informs TenneT of this transfer two months before the date referred to under (b).

12. Amendments to the annexes

- 12.1 Amendments to Annex 1 (Details of the Connected Party) require written consent of both Parties. A Party shall notify the other Party in writing as soon as possible of any desired changes to the details set forth in Annex 1.
- 12.2 Amendments to Annex 2 (Description and technical specifications of the Connection, including drawings) require written consent of both Parties. Only TenneT may propose any amendments to Annex 2.
- 12.3 TenneT may unilaterally amend Annex 6 (Operational arrangements and exchange of information). TenneT shall notify the Connected Party of any such amendments to Annex 6 in writing, which notice will state the date from which the amended annex will take effect.

13. Effect and term of this Connection and Transmission Agreement

- 13.1 This Connection and Transmission Agreement takes effect on the date of signing by the Parties hereto and will remain in effect regardless of whether the Realisation Agreement for the Connection is in full force and effect. If the Parties have not signed this Connection and Transmission Agreement on the same day, this Connection and Transmission Agreement takes effect on the day of the last signature.
- 13.2 This Connection and Transmission Agreement is entered into for an indefinite term.

14. General provisions

- 14.1 This Connection and Transmission Agreement consists of the provisions set forth in this Connection

and Transmission Agreement and the Annexes referenced therein. All references to this Connection and Transmission Agreement are also references to the Annexes. The General Terms and Conditions are applicable to this Connection and Transmission Agreement.

- 14.2 Any general terms and conditions of the Connected Party are not applicable to this Connection and Transmission Agreement.
- 14.3 The Agreements contain all arrangements agreed between the Parties concerning the Connection and the transmission of electricity from and to the Installation. All previous agreements and arrangements made by the Parties in relation to that subject matter are hereby cancelled.
- 14.4 This Connection and Transmission Agreement may only be amended by mutual written consent between the Parties, unless provided otherwise in this Connection and Transmission Agreement.
- 14.5 In the event of a conflict between the terms of this Connection and Transmission Agreement and an Annex, this Connection and Transmission Agreement prevails. In the event of a conflict between this Connection and Transmission Agreement and the General Terms of Conditions, the terms of this Connection and Transmission Agreement prevails. In the event of a conflict between an Annex and the General Terms of Conditions, the terms of the Annex prevails. In the event of a conflict between the terms of this Connection and Transmission Agreement and the terms of the Realisation Agreement, this Connection and Transmission Agreement prevails.
- 14.6 If any part of this Connection and Transmission Agreement is or becomes void or non-binding, the Parties shall consult with each other and amend this Connection and Transmission Agreement wherever necessary. The Parties shall replace the void or non-binding provision(s) by provision(s) that are valid and binding and that have legal effects that, given the content and purport of this Connection and Transmission Agreement, correspond with those of the void or non-binding provision(s) to the greatest extent possible. The enforceability of the remainder of this Connection and Transmission Agreement shall not be affected.
- 14.7 In the event of a conflict between the provisions of future European or Dutch legislation or the European Codes or the Codes and this Connection and Transmission Agreement, the Parties undertake to amend this Connection and Transmission Agreement in reasonable time to ensure this Connection and Transmission Agreement will be in line with the legislation or the Codes. If the relevant amended or new provision in the European or Dutch legislation or the European Codes or the Codes is not practicable because it is insufficiently detailed, to implement the relevant amended or new provision TenneT shall propose an amendment to this Connection and Transmission Agreement (including the date from which the amendment takes effect) to the Connected Party within three months after the relevant amended or new provision has been adopted, to which proposal the Connected Party shall not withhold its consent on unreasonable grounds.

15. Notices

15.1 Each Party shall notify the other Party and exchange information about operational matters relating to this Connection and Transmission Agreement in accordance with Annex 6 (Operational arrangements and exchange of information).

15.2 For all other matters relating to this Connection and Transmission Agreement, each Party nominates the address referred to below as its place of residence:

TenneT
Attn. []
address: []
postal code, town and country: [], the Netherlands
for the attention of: []

Connected Party
Attn. []
address: []
PO box: []
postal code, town and country: [],
for the attention of: []

15.3 Notices and other statements with legal effect in connection with Article 15.1 or 15.2 of this Connection and Transmission Agreement may only be given by way of a letter sent by regular or other mail, and at the recipient's place of residence, as most recently nominated in the Netherlands in accordance with this Article. Operational notices or statements in connection with Article 15.1 which do not have legal effect may also be given by email. Each statement must be either in the Dutch or English language.

15.4 A Party may nominate a different place of residence in the Netherlands from that referred to in Article 15.2 by notifying the other Party in writing of that new place.

16. Costs

Unless this Connection and Transmission Agreement provides otherwise, all costs which a Party has incurred or will incur in preparing, concluding or performing this Connection and Transmission Agreement, including any amendments thereof, are for its own account.

Done accordingly and signed by:

TenneT TSO B.V.

Name:
Title:
Date:
Place:

[Name of Connected Party]

Name:
Title:
Date:
Place:

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Annex 1 Details of the Connected Party

[Template]

Annex 2 Description and technical specifications of the Connection, including drawings

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Annex 3 Technical terms and conditions for offshore connection platforms

[Template]

Annex 4 Technical requirements applicable to the Installation

[Template]

Annex 5 Compliance Testing Requirements

[Template]

Annex 6 Operational arrangements and exchange of information

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