

Certificate Agreement

Version 1.1

1. Contracting parties

This Certificate Agreement is entered into between:

The independent public undertaking Energinet.dk

Name: Energinet.dk

Address: Tonne Kjærsvvej 65

Postcode and town/city: 7000 Fredericia, Denmark

CVR no.: 28980671

and

The Certificate Account Holder

Name:

Address:

Postcode and town/city:

CVR no.:

Email:

Phone number:

Person authorised to sign:

2. Purpose and scope

A number of participants in the Danish gas market have requested a certification scheme for Biomethane which is supplied to the Danish gas system and traded on the basis thereof. Rules for Biomethane Certificates specify the provisions for a voluntary certification scheme which is administered by Energinet.dk

3. Definitions

The terms defined in the Rules for Biomethane Certificates also apply to this Certificate Agreement, unless otherwise expressly stated.

4. Assignment

The rights and obligations of the Certificate Account Holder under the Certificate Agreement may not be assigned to a third party without Energinet.dk's prior written acceptance.

Under the Certificate Agreement, Energinet.dk may assign its rights and obligations to any third party which Energinet.dk with the approval of the relevant responsible minister may be

assigned in accordance with section 32 of the Danish Natural Gas Supply Act (*Naturgasforsyningsloven*).

5. Termination

The Certificate Account Holder may terminate this Certificate Agreement subject to a notice of ten (10) working days and in accordance with the Rules for Biomethane Certificates.

Before the Certificate Account is closed, all active Biomethane Certificates must either be transferred to another Certificate Account Holder or be cancelled.

When the Certificate Account no longer contains active Biomethane Certificates, the Certificate Account is made inactive, as a closed Certificate Account is not deleted in order to preserve the certificate history.

6. Breach

In case of a material breach of the Certificate Agreement, Energinet.dk is entitled to immediately terminate the Certificate Agreement in its entirety, after which the Certificate Account Holder is denied registration in and access to the Certificate Register.

Material breach includes, but is not limited to:

- a) The Certificate Account Holder's repeated non-compliance with the obligations in accordance with item 3 of the Rules for Biomethane Certificates.
- b) Lack of auditor's opinions, see item 6 of the Rules for Biomethane Certificates.

7. Liability

Any use of the certification scheme, Biomethane Certificates etc. takes place at the Certificate Account Holder's own risk, and the Certificate Account Holder is not entitled to raise any claim against Energinet.dk as a result of the certification scheme or use of same.

Furthermore, Energinet.dk does not warrant the availability of the Certificate Register, including, eg, in connection with IT-related breakdowns, unless this is caused by Energinet.dk's intentional or grossly negligent act.

The Certificate Account Holder must indemnify Energinet.dk for any third party claims that may arise as a consequence of the Certificate Account Holder's use of Biomethane Certificates, including unlawful trade and transfer.

8. Amendments

The Certificate Account Holder is obliged to accept any ongoing amendments to the Certificate Agreement that may be deemed necessary to ensure that the Certificate Agreement is in conformity with the Certificate Agreement in force from time to time. The Certificate Agreement is an appendix to the version of the Rules for Biomethane Certificates in force from time to time.

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Date:

Date:

Place:

Place:

Energinet.dk

The Certificate Account Holder