Danish Energy Agency

DRAFT

Contract on subsidy for carbon capture, transport and Storage

between

Energistyrelsen (The Danish Energy Agency)
CVR-nr. 59778714
Carsten Niebuhrs Gade 43
DK-1577 Copenhagen V
Denmark

(in the following referred to as "the DEA")

and

[Company name]
[Business registration no.]
[Address]
[Postal code + city]
[Country]

(in the following referred to as "the Operator")

(also referred to collectively as "the Parties", individually as "the Party")

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1. BACKGROUND AND PURPOSE

1.1 With the agreement on a strengthened framework for CCS in Denmark (in Danish: "*Aftale om styrkede rammevilkår for CCS i Danmark*") of 20 September 2023, a majority of the Danish Parliament decided to merge the second phase of the CCUS fund[1] and the GSR fund[2] into one combined fund (the "CCS Fund"). In June 2024, a political decision was made to deploy the CCS Fund through one single competitive bidding process. The total maximum available funds of the CCS Fund are DKK 28,659,200,000 (2025-prices, including VAT and including potential derived tax losses (in Danish: "*afledt afgiftstab*")) covering the period from (and including) 2029 to (and including) 2044.

1.2 The deployment of funds has been subject to a competitive bidding process conducted as a negotiated procedure and in accordance with the general principles of the Danish Public Procurement Act (in Danish: "*Udbudsloven*").

1.3 Based on this procedure, the Parties have entered into the Contract pursuant to which the Operator shall ensure and be responsible for achieving the CO_2 emission reductions and/or negative CO_2 emissions in accordance with the terms set out in the Contract and in accordance with the applicable legislation. The Subsidies will be paid per tonne of CO_2 captured and Stored in accordance with the Contract. The Subsidy is subject to VAT.

1.4 The CCS Fund is a funding governed by statutory appropriation with expenditure ceiling (in Danish: "*lovbunden bevilling under udgiftsloft*"). The Operator shall not be entitled to an increase of Subsidies aside from in the circumstances stipulated in the Contract, and the Operator is not remunerated or compensated for any costs by the DEA other than through the Subsidy per tonne of CO_2 captured and Stored. The Operator cannot receive payment of Subsidies exceeding the 2029-Quantity, if any, respectively the Annual Quantity or – if the Operator in its forecast for a given year has specified an Annual Forecast Quantity, which is less than the Annual Quantity – the Annual Forecast Quantity. Any unused funds cannot be postponed or transferred, in whole or in part, to another year.

1.5 The purpose of the Contract is to ensure CO_2 emission reductions and/or negative emissions by ensuring that the CO_2 emission reductions and/or negative emissions stipulated in the Contract are achieved and to contribute to the realization of Denmark's climate targets as outlined in the Danish Climate Act (in Danish: *"Klimaloven")* Consolidation Act no. 2580 of 13 December 2021 with the requirements etc. laid down in subsequent amendments applicable from time to time. The Operator

[1] As established by the Danish Climate Agreement for Energy and Industry of 22 June 2020

[2] As established by the Agreement on green tax reform for industry of 24 June 2022

shall capture and Store the Annual Quantity every year from (and including) 2030 until (and including) 2044, and, if any, the 2029-Quantity from 1 January 2029 at the earliest until (and including) 31 December 2029, in accordance with this Contract.

1.6 The Operator's obligations shall be interpreted in the light of the criticality of the Contract to enable Denmark to achieve CO_2 emission reductions and/or negative emissions and to contribute to the realization of Denmark's climate targets as outlined in the Danish Climate Act. In this respect, the Operator acknowledge and agrees that the DEA has relied on the Operator's Solution as reflected in the Operator's offer, including but not limited to the information given by the Operator in relation to the maturity of the project and the warranties set out in clause 15.

1.7 The Contract does not include or entail a right for the DEA or any other Danish public authority to claim direct title to any certificates, Carbon Credits and allowances related to capture and Storage of Biogenic CO_2 or Atmospheric CO_2 (or other similar arrangements no matter the specific term of such arrangement). The Contract does not prohibit the transfer inside or outside the borders of Denmark of certificates, Carbon Credits and allowances related to capture and Storage of Biogenic CO_2 or Atmospheric CO_2 (or other similar arrangements no matter the specific term of such arrangement) provided that the negative emissions after such transfer will still contribute to the realization of Denmark's climate targets as outlined in the Danish Climate Act. Any action, omission or any other form of disposition that entails – or subsequently as a consequence of future applicable legislation, international agreements etc. will entail - that the negative emissions cannot contribute to the realization of the climate targets as outlined in the Danish Climate Act or count as CO_2 reductions in Denmark's National Inventory Report will be in conflict with the main purpose of the Contract and be a material breach of the Contract, see clause 20.5, e.g. in case of transfer inside or outside the borders of Denmark of certificates, Carbon Credits and allowances (or other similar arrangements no matter the specific term of such arrangement) generated from the CCS Activities cannot contribute to the realization of the climate targets as outlined in the Danish Climate Act or count as CO_2 reductions in Denmark's National Inventory Report, such transfer will be in conflict with the purpose of the Contract and a material breach of the Contract.

1.8 The granting of Subsidies constitutes State aid pursuant to Article 107(1) of the Treaty on the Functioning of the European Union. Prior to the conclusion of the Contract, the European Commission has declared the aid compatible with the Internal Market pursuant to Article 107(3)(c) TFEU, see Appendix 1, European Commission's Decision State Aid SA [no] of [date]. The Contract shall be construed in accordance with the EU State aid rules and the Subsidies can only be granted and paid to the Operator as approved by the European Commission.

1.9 Besides the obligations specifically set out for the Operator in the Contract, the Operator is required to comply with any further requirements in order to ensure compliance with the European Commis-

sion's Decision finding the aid compatible with the Internal Market, see Appendix 1, European Commission's Decision State Aid SA [no] of [date]. The Operator is further required to provide all information necessary to enable the DEA to ensure compliance with the decision and to respond comprehensively to any request from the Commission in relation to the aid.

1.10 The DEA shall not have any other obligations or liability than specified in the Contract in connection with the Operator's performance of the Contract. This shall include, but not be limited to, obligations and liability in relation to the Operator's obtainment of all necessary certificates, permits, licences and approvals, which shall be the sole responsibility of the Operator regardless of the fact that the DEA is a public authority within energy and is part of the Danish state.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

2.1.1 Capitalised terms used in the Contract shall have the meaning as ascribed to them in Appendix 2, Definitions.

2.2 Rules of interpretation

2.2.1 When interpreting the Contract, the purpose of the Contract and its criticality for contributing to the realization of Denmark's climate targets as outlined in the Danish Climate Act shall be taken into account.

2.2.2 The Contract and its Appendices, including sub-appendices, shall form the entire Contract. Any provisions in the tender material, in the Operator's Solution (other than those that are included in the Appendices, including sub-appendices, of the Contract) or in previous correspondence, etc., which are not included in the Contract shall not subsequently be relied upon as a basis for interpretation. It shall be of no relevance for the Operator's obligation to fulfill the DEA's Requirements, whether the requirements were categorised as minimum requirements or general requirements during the tender process that led to the award of the Contract. Similarly, it shall be of no relevance for the Operator's obligation to fulfill the DEA's Requirements, whether the requirements are stated in table format with requirement numbering, in plain text or in any other way.

2.2.3 Any references to the Contract or to a provision hereof shall also include the Appendices to the Contract, or the Appendices relevant to the provision in question, as the case may be. Any reference to an Appendix shall also include the sub-appendices to the Appendix.

2.2.4 The DEA's award of the Contract to the Operator shall not constitute an approval or endorsement of the Operator's Solution (including but not limited to the Operator's Solution Description). The

Operator's statements in the Operator's Solution shall not imply that the DEA's Requirements are not met.

2.2.5 If, at the time of signing the Contract, an inconsistency exists between the DEA's Requirements and the Operator's Solution, the DEA's Requirements shall prevail.

2.2.6 In the event of inconsistency between the DEA's Requirements on the one hand, and, on the other hand, any documentation, reporting or similar performed by the Operator as part of the CCS Activities after signing the Contract, the DEA's inspection, review, approval, or acceptance of such documentation, reporting or similar shall not constitute approval of any change to the requirement, unless the DEA has explicitly waived the requirement and this has been confirmed in a change made in accordance with the change management process in Appendix 8, Change management.

2.2.7 The use of the term "including but not limited to" or the like shall not be interpreted to limit the meaning of other ways in which examples are given in the Contract. The use of examples shall not be interpreted to limit what is required from the Operator.

2.3 Precedence of documents

2.3.1 The following order of precedence shall apply in case of any discrepancies:

a) The Contract excluding Appendices
b) Appendix 2, Definitions
c) The following in no order of importance:
    i. Appendix 3, Requirements specification
    ii. Appendix 5, Subsidy and economy scheme
    iii. Appendix 6, Offered Rate, Contracted Quantity & baselines
    iv. Appendix 7, Code of Conduct
    v. Appendix 8, Change management
    vi. Appendix 9, Contact persons
    vii. Appendix 11, Model performance and warranty guarantee
d) The following in no order of importance:
    i. Appendix 12, The Operator's offer submission letter
    ii. Appendix 14, Letter of commitment (if relevant)

e) The following in no order of importance:
   i. Sub-appendix 5.A, Illustration of forecast, invoicing & Annual Settlement
   ii. Sub-appendix 5.B, Examples of Subsidy Rate & Annual Settlement calculations
f) The following in no order of importance:
   i. Appendix 4, the Operator's Solution Description
   ii. Appendix 10, Information about Sub-Suppliers
   iii. Appendix 13, Final guarantee

2.3.2 In case of inconsistency between the timing of permits, licences, approvals, and certificates specified in Sub-Appendix 4.B, Project Schedule, and Sub-Appendix 4.C, Authority Approval Plan, the specified timing which is the earliest date shall prevail.

2.3.3 With respect to Appendix 1, European Commission's Decision State Aid SA [no] of [date], reference is made to clauses 1.8 and 1.9.

3. THE OPERATOR'S OVERALL OBLIGATIONS

3.1 The Operator is responsible for achieving CO_2 emission reductions and/or negative CO_2 emissions in accordance with the Contract, and the Operator shall ensure the establishment of and be responsible for the Value Chain necessary to achieve the CO_2 emission reductions and/or negative emissions. This means that the Operator shall be responsible for, including but not limited to;

a) establishing a solution that enables the capture of CO_2;
b) ensuring transportation of the CO_2 to the Storage site, including, if relevant, any intermediate storage;
c) ensuring the Storage of the CO_2 captured:
d) ensuring compliance with the CCS Directive's requirements as implemented in national law and any other applicable law; and
e) establishing and operating all systems, tools, procedures etc. necessary to document and report accurately the CO_2 emission reductions and/or negative emissions and Storage of CO_2 achieved and provide such documentation and reporting to the DEA as required by the Contract.

3.2 Without limiting the generality of the foregoing, the Operator shall, at its own expense and risk, plan and carry out any and all works, supplies and services; ensure the supply of all equipment and materials; perform any other activities and tasks, including obtaining all necessary certificates, permits, licences and approvals, testing and validation; and entering into any and all agreements, required to ensure timely establishment and operation of the Value Chain in accordance with the Contract, including the establishment of the carbon capture solution(s), the means required for CO_2 transportation and the CO_2 Storage site(s).

3.3 In addition to the CO_2 emission reductions and/or negative emissions, the Operator shall, as part of the CCS Activities, deliver various documentation and reporting and make available various information, data, etc. (the "Deliverables") to the DEA.

3.4 The Operator shall perform the CCS Activities and achieve Storage of the Contracted Quantity in accordance with the Contract, including but not limited to Appendix 3, Requirements specification and Appendix 4, the Operator's Solution Description.

3.5 The Operator shall notify the DEA of and follow the change management process as set out in clause 19 and Appendix 8, Change management, for any changes, deviations etc. in the Operator's project that entail or otherwise result in changes of information, documentation etc. provided in Appendix 4, the Operator's Solution Description, including but not limited to changes related to the Carbon Capture Plant, the means of transport of CO_2 and the Storage site, unless such change is made in accordance with clause 11.

3.6 The Operator is not required to notify the DEA of changes to timing and sequence of milestones and activities in Sub-appendix 4.B, Project Schedule, that does not entail a delay or a risk of delay with the Key Milestones or the Commercial Operation Date. The Operator's obligations etc. in case of delay and risk of delay with the Key Milestones and the Commercial Operation Date are set out in the Contract, including but not limited to clauses 10.2 regarding postponement of the Commercial Operation Date and 20.2 regarding delay.

3.7 During the Contract, the Operator must not receive or apply for any aid – including other State aid, de minimis aid, and aid from centrally managed EU funding – for the same costs as those included in the project other than the aid to be paid by the DEA under the Contract. This prohibition does not apply to other aid applied for, awarded or received prior to the Operator's submission of offer to the extent that the Operator in its offer submission letter submitted a declaration, see Appendix 12, The Operator's offer submission letter. For the avoidance of doubt, aid received or applied for in accordance with applicable State aid rules in respect of costs other than the costs included in the project (and therefore not the same costs as those covered by the aid to be paid by the DEA under the Contract) is not prohibited. For the avoidance of doubt, the provision does not prohibit the Operator from receiving aid from private funds etc. which the Operator is not required to cumulate with other State aid, de minimis aid, and aid from centrally managed EU funding in accordance with applicable State aid rules.

4. CONTACT PERSON OF THE PARTIES

4.1 Each Party has appointed a contact person for the performance of the Contract, see Appendix 9, Contact persons.

5. THE OPERATOR'S PERSONNEL AND SUB-SUPPLIERS

5.1 The Operator shall establish and maintain the capacity and knowledge required for the performance of the CCS Activities in accordance with the Contract and maintain the competencies described in the Operator's Solution.

5.2 If, for the purpose of prequalification in the tender process leading to the award of the Contract, the Operator relied on the professional qualifications or relevant experience with specific tasks under the Contract of one or more entities, see Appendix 14, Letter of commitment, any such entity in question shall perform the specific tasks concerned.

5.3 The Operator's business partners contributing to the performance of the Contract shall be regarded as Sub-Suppliers. For the avoidance of doubt, the Operator's affiliated companies that does not contribute to the performance of the Contract shall not be regarded as Sub-Suppliers.

5.4 At the time of signing of the Contract, Appendix 4, the Operator's Solution Description, contains descriptions of the Operator's use of Sub-Suppliers, including the details of the Sub-Supplier's involvement in the performance of the Contract, reflecting the project at the time of the offer.

5.5 Appendix 10, Information about Sub-Suppliers, shall contain the name, contact information and legal representative of Sub-Suppliers that are directly involved in the performance of the Contract at any time during the term of the Contract, including

a) Sub-Suppliers which the Operator relied on for the purpose of prequalification, see clause 5.2; and
b) Sub-Suppliers directly involved in the core activities of the performance of the Contract, including Sub-Suppliers providing the point source(s) or location of the direct air capture plant(s) for the performance of the Contract, Sub-Suppliers establishing and/or operating the Carbon Capture Plant, Sub-Suppliers providing the transport of the Contracted Quantity, providing intermediate storage, and Sub-Suppliers providing the Storage of the Contracted Quantity.

Prior to the signing of the Contract or no later than 30 Days after contract signing, the Operator shall provide this information in Appendix 10, Information about Sub-Suppliers, provided that the

Sub-Suppliers are known at the time. For Sub-Suppliers not known at the time of signing of the Contract, the information shall be provided without undue delay.

The Operator shall without undue delay give notice of any change in the details of the Sub-Suppliers encompassed by clause 5.5, and Appendix 10, Information about Sub-Suppliers, shall be updated accordingly.

5.6 Upon the request of the DEA, the Operator shall provide the DEA with information regarding Sub-Suppliers that are not directly involved in the performance of the Contract, including the name, contact information and legal representative of the Sub-Suppliers.

5.7 With regard to Sub-Suppliers that are identified in Appendix 4, the Operator's Solution Description, and/or Appendix 10, Information about Sub-Suppliers, the Operator shall not without the DEA's written consent or written confirmation in accordance with clause 11 replace a Sub-Supplier with another Sub-Supplier or by the Operator itself taking over the tasks of the Sub-Supplier, however see clause 5.9. The Operator shall ensure that the replacement of Sub-Suppliers take place in accordance with the public procurement rules as applicable at any times. The DEA shall not withhold such consent without reasonable cause.

5.8 Upon written consent or written confirmation, see clause 5.7, the Operator shall make the necessary updates to Appendix 4, the Operator's Solution Description, if relevant, and/or Appendix 10, Information about Sub-Suppliers.

5.9 If any change regarding Sub-Suppliers entail an amendment of Appendix 4, the Operator's Solution Description, or any other appendices, besides the identity of the Sub-Supplier (e.g. the means of transport), the change management procedures set out in Appendix 8, Change management, shall be followed, unless the change is made in accordance with clause 11.

5.10 The Operator shall ensure on the DEA's behalf that the legal representatives receive information about the DEA's processing of personal data in accordance with the law on the processing of personal data as applicable at any time.

5.11 The Operator's use of Sub-Suppliers (in any tier of the Value Chain) shall not entail any limitation of the Operator's liability or responsibility for complying with the requirements of the Contract. The DEA may in all cases contact the Operator directly, even when the Operator has entrusted one or more Sub-Suppliers with the fulfilment, in whole or in part, of the requirements.

5.12 The Operator is liable for the documentation, service or similar delivered of its Sub-Suppliers in the same way as for its own documentation, service or similar delivered. In addition, Sub-Suppliers

shall have no claim against the DEA under the Contract, neither claims for payment, nor for damages.

6. CODE OF CONDUCT

6.1 The Operator's performance of the Contract shall take place in accordance with Appendix 7, Code of conduct.

7. REPORTING

7.1 The Operator shall comply with the specific reporting requirements set out in the Contract, including Appendix 3, Requirements specification. If the DEA reasonably determines that reporting on other matters or additional reporting on matters covered by the specific reporting requirements is necessary, the Operator shall at the DEA's request provide such reporting without undue delay.

8. AUDITING

8.1 The Operator shall support and facilitate audits conducted by the DEA or a third party on behalf of the DEA of the Operator's (including for the avoidance of doubt, the Operator's Sub-Suppliers) compliance with the provisions of the Contract. Audits may be scheduled between the Parties or performed on an ad hoc basis.

8.2 Audits may include, but shall not be limited to, matters such as:

a) reviewing the measurement and monitoring tools and procedures used by Operator under the Contract (for inspection and verification purposes);
b) reviewing the Operator's information, data, reporting, etc. related to measurements of CO_2 capture and Storage and the calculation of Subsidies;
c) reviewing the Operator's performance of the CCS Activities;
d) reviewing compliance with the terms of the Contract and applicable law; and
e) any other subjects reasonably required by the DEA.

8.3 The Operator shall deliver, utilise and manage on an ongoing basis, a process to demonstrate to the DEA that audit observations and actions have been addressed within agreed timescales and, in any case, without undue delay.

8.4 Any audit observations and actions are to be registered by the Operator, and the Operator shall provide documentation to the DEA that all findings are addressed.

8.5 Audits shall not exempt the Operator from any obligation or responsibility contained in the Contract, nor shall any omission of audits entail any limitations in the DEA's rights.

9. COMPLIANCE WITH APPLICABLE LAW AND AUTHORITY APPROVALS AND PERMITS, ETC.

9.1 The Operator shall ensure that the CCS Activities and the performance hereof are in compliance with applicable law, including but not limited to the CCS Directive as implemented in national law (or any rules that may supersede the CCS Directive and the implementing legislation), environmental law, including environmental assessment and protection rules, planning law, offshore safety regulations, maritime law, etc.

9.2 The Operator shall furthermore ensure that the CCS Activities and the performance hereof are in compliance with authority approvals, licences and permits.

9.3 The Operator shall be obliged to ensure that the performance of the Contract at all times does not entail a violation of sanctions, export control laws and regulations, embargoes or similar. Furthermore, the Operator shall, throughout the duration of the Contract, be obliged to notify the DEA immediately in writing in the event of any changes in the ownership of the Operator or any Sub-Supplier, changes in the control of the Operator or any Sub-Supplier and any other matter relevant to ensure compliance with sanctions, export control rules, embargoes or similar.

10. ESTABLISHMENT OF THE VALUE CHAIN

10.1 Commercial Operation Date

10.1.1 The Operator shall ensure that the Value Chain is established to commence operation no later than at the date of the Commercial Operation Date specified in Sub-appendix 4.B, Project Schedule. Without limiting this obligation, the Operator must at all times from the contract signing until the Commercial Operation Date seek to prevent, avoid, overcome, absorb, minimise or mitigate any delay, including but not limited to in relation to the Key Milestones, by taking the measures required to ensure a timely achievement of the Commercial Operation Date.

10.2 Postponement of the Commercial Operation Date

10.2.1 The Operator shall only be entitled to a postponement of the Commercial Operation Date to the extent that one of following circumstances in this clause 10.2.1, items a) –g), hinders the timely achievement of the Commercial Operation Date and under the conditions and to the extent that the relevant circumstance i) could not be foreseen at the deadline for submission of the Operator's offer, ii) could not be overcome after the Parties entered into the Contract, including by timely dia-

logue with the authorities, amendments to the Operator's Solution (acceptable to the DEA), investments of work, money, etc. that are not unreasonable taking the amount of Subsidies to be granted under the Contract into account, and iii) cannot in any other way be attributed to the Operator's own circumstances (including, for the avoidance of doubt, the circumstances of its Sub-Suppliers):

a) Injunctions or prohibitions by the authorities.
b) A requirement for a stay of execution following directly from legislation or from a decision by a board of appeal or a court of law.
c) If the establishment of one or more elements of the Value Chain cannot be initiated due to a large preliminary study, see section 26(3) of the Danish Museum Act (museumsloven), cf. Consolidating Act no. 1017 of 7 July 2025, or the project is suspended due to archaeological studies, see section 27 of the Danish Museum Act, cf. Consolidating Act no. 1017 of 7 July 2025.
d) If the Operator (including for the avoidance of doubt, the Sub-Suppliers) has not received permits, licences and/or approvals from authorities required to be able to achieve the Commercial Operation Date at the date specified in Sub-appendix 4.B, Project Schedule.
e) If the exploration of the subsoil in accordance with the work program of the exploration licence for the Storage site encompassed by Appendix 4, the Operator's Solution Description, demonstrates that the subsoil is not technically suited for Storage of CO_2.
f) If the Operator (including, for the avoidance of doubt, the Sub-Suppliers) has not received the grid connection agreement and/or permits regarding transmission grid connection required to be able to achieve the Commercial Operation Date at the date specified in Sub-appendix 4.B, Project Schedule.
g) If, after the deadline for submission of the Operator's offer, a change in law (including, but not limited to, new legislation, regulations, or amendments thereto) entails new requirements and/or conditions that affect the establishment of the Value Chain (and, for the avoidance of doubt not merely the business case or economical aspects) and which hinders the achievement of the Commercial Operation Date on the date specified in Sub-appendix 4.B (Project Schedule).

10.2.2 The Operator may furthermore be entitled to a postponement of the Commercial Operation Date in case of a Force Majeure event, see clause 23.

10.2.3 If the Operator considers that it is entitled to a postponement of the Commercial Operation Date, the Operator must notify the DEA of this in writing as soon as possible. The Operator must submit documentation that confirms that the delay has been caused by the circumstance(s) claimed, and that the delay cannot be avoided or mitigated.

10.2.4 A possible postponement of the Commercial Operation Date shall be limited to correspond to the actual delay caused by the relevant circumstance in clause 10.2.1, items a) –g), above. As a result of the postponement of the Commercial Operation Date, the 2029-Quantity, if relevant, or Annual Quantity may be proportionally reduced in the year(s) affected by the postponement based on the

number of Days of the postponement falling within each such year relative to the number of Days in that year dependent on the date of the (initial) Commercial Operation Date specified in Sub-appendix 4.B, Project Schedule. The reduced 2029-Quantity, if relevant, and the reduced Annual Quantity shall be rounded to the nearest whole number, i.e. with no decimals.

a) *Hypothetical example A: The Commercial Operation Date is postponed from 1 January 2030 till 1 April 2030, i.e. the Commercial Operation Date is postponed 90 Days out of 365 Days. The reduced Annual Quantity for 2030 shall be calculated as follows:*

   The reduced Annual Quantity (2030) = Annual Quantity – Annual Quantity(Days of postponement (90) / Days from the (initial) Commercial Operation Date until the end of the year (365))*

b) *Hypothetical example B: The Commercial Operation Date is postponed from 1 February 2030 till 1 October 2030, i.e. the Commercial Operation Date is postponed 242 Days out of 334 Days. The reduced Annual Quantity for 2030 shall be calculated as follows:*

   The reduced Annual Quantity (2030) = Annual Quantity – Annual Quantity(Days of postponement (242) / Days from the (initial) Commercial Operation Date until the end of the year (334))*

c) *Hypothetical example C: The Commercial Operation Date is postponed from 1 July 2029 till 1 February 2030. The Commercial Operation Date for the first year of the postponement (2029) is postponed 184 days out of 184 days. For the second year of the postponement (2030), the Commercial Operation Date is postponed 31 Days out of 365 Days. The reduced Annual Quantity for 2029 and 2030 respectively shall be calculated as follows:*

   The reduced 2029-Quantity (2029) = 2029-Quantity – 2029-Quantity(Days of postponement (184)/ Days from the (initial) Commercial Operation Date until the end of the year (184)) = 0. This means that the Operator shall not be obliged to capture and Store any portion of the 2029-Quantity.*
   The reduced Annual Quantity (2030) = Annual Quantity – Annual Quantity(Days of postponement (31)/ Days of the year (365))*

The DEA will assess the circumstances and the actual delay on the basis of documentation from the Operator and, if justified, grant a postponement of the Commercial Operation Date.

10.2.5 The Operator shall not be entitled to an increase of Subsidies or any other additional payment or compensation in case of a postponement of the Commercial Operation Date. Postponement of the Commercial Operation Date shall not entail or otherwise result in the available annual funds (see clause 4.2 of Appendix 5, Subsidy and economy scheme) being postponed or transferred, in whole or in part, to another year.

10.2.6 During the postponement period, the Operator shall provide a written update on the specific circumstances under clause 10.2.1, items a) – g) for which postponement was granted, including measures taken and planned to avoid or mitigate (further) delay, at six-month intervals following the DEA's grant of postponement and, in any event, no later than one (1) month before expiry of the twenty-four (24) month period referred to in clause 10.2.8.

10.2.7 Without prejudice to, and without limiting, the DEA's rights under the Contract (including the right to terminate under clause 10.2.8), the DEA shall, in good faith, engage in discussions with the Operator during the postponement period concerning the specific circumstances under clause 10.2.1, items a) – g) for which postponement was granted, including possible solutions regarding changes of the Contract, assignment of the Contract, a financing partner's potential substitution etc. For the avoidance of doubt, the Operator remains solely responsible for addressing and resolving such circumstances, and nothing in this clause 10.2.7 shall be construed as an agreement by the DEA to grant any waiver, variation, extension or additional relief, unless confirmed in writing.

10.2.8 If circumstances under clause 10.2.1, items a) – g), continue beyond twenty-four (24) months after the Operator's notification under clause 10.2.3, the DEA shall be entitled – but not obliged – to terminate the Contract, however see clause 10.2.9, and no Party shall have any claim against the other Party based on the termination.

10.2.9 Prior to exercising the right to terminate the Contract under clause 10.2.8, the DEA shall give the Operator written notice of its consideration of terminating the Contract. The DEA's decision concerning termination of the Contract shall be reasoned and take into account the specific circumstances, the Operator's update(s), see clause 10.2.6, and the discussions with the Operator, see clause 10.2.7, including but not limited to i) the time required for the Operator to achieve the Commercial Operation Date, and ii) whether, in the DEA's reasonable assessment, it is clear that the Commercial Operation Date will not be achieved within a short time horizon and that proper performance of the Contract is materially undermined.

11. CHANGES IN THE OPERATOR'S PROJECT

11.1 General

11.1.1 The Operator's project encompassed by the Contract is described in Appendix 4, the Operator's Solution Description.

11.1.2 Changes in the Operator's project that entail or otherwise result in changes related to the transport of CO_2 and/or the Storage Site as described in Appendix 4, the Operator's Solution Description,

may be made in accordance with clause 11.2 regarding temporary changes and clauses 11.3 – 11.4 regarding permanent changes.

11.1.3 Changes that are not encompassed by clauses 11.2, 11.3 or 11.4 shall be made in accordance with clause 19, and are thus subject to the DEA's approval in accordance with Appendix 8, Change management. The DEA's approval shall not be unreasonably withheld.

11.1.4 If the change entails a change of a Sub-Supplier which the Operator relied on for the purpose of prequalification, see clause 5.2, the DEA shall consent to this change in accordance with clause 5.7, irrespectively of whether the terms in clauses 11.2 – 11.4 are met.

11.2 **Temporary changes in the Operator's project**

11.2.1 Subject to clauses 11.2.3 – 11.2.5, the Operator shall be entitled to transport the 2029-Quantity, if relevant, and/or the Annual Quantity by other means or supplier of transport than the means or supplier of transport encompassed by Appendix 4, the Operator's Solution Description, on a temporary basis, ("the temporary transport") on the following terms:

a) The need for the temporary change regarding the transport is caused by an unplanned defect, failure or other type of malfunction in the transport encompassed by Appendix 4, the Operator's Solution Description, which temporarily hinders the Operator to transport the 2029-Quantity, if relevant, and/or the Annual Quantity by the means or supplier of transport encompassed by Appendix 4, provided that the malfunction is not attributable to gross negligence or willful misconduct of the Operator (including, for the avoidance of doubt, the Operator's Sub-Suppliers);

b) The temporary transport shall be in Denmark or in a country in relation to which the legal basis for transportation between Denmark and the country is in place;

c) Transport by the temporary transport shall have no impact on any of the Operator's obligations under the Contract and shall not in any other way be detrimental to the proper performance of the Contract;

d) The Operator shall warrant that the terms in items a) – c) above are fulfilled;

e) If the Operator considers to be entitled to and intends to transport the 2029-Quantity, if relevant, or the Annual Quantity by a temporary transport, the Operator must notify the DEA thereof in writing. The Operator shall provide the DEA with any documentation that the DEA may reasonably require to verify that the terms are met, as soon as possible and no later

than ten (10) Business Days after the DEA's request, unless the DEA stipulates a longer period due to the scope and complexity of the change; and

f) The DEA shall confirm in writing that the DEA is satisfied that the terms in items a) – e) above are met. The DEA's confirmation shall be provided without undue delay after the DEA has received the written notification as set out in item e), or, if documentation is required by the DEA, after the DEA has received such documentation as set out in item e) above if the DEA is satisfied that the terms in items a) – e) are met. If the Operator cannot await the DEA's prior written confirmation, the Operator may at the Operator's own risk and subject to clause 11.2.4 transport the 2029-Quantity, if relevant, or the Annual Quantity by the temporary transport without the DEA's prior writing confirmation, however with the Subsidy only being due for payment upon the DEA's written confirmation, see clause 11.2.3.

g) The Operator is entitled to transport the 2029-Quantity, if relevant, or the Annual Quantity by the temporary transport for a period of no more than twelve (12) months after which either i) the DEA's approval is required for the Operator to continue transport of the 2029-Quantity, if relevant, or the Annual Quantity by the temporary transport, or ii) the Operator must follow the rules regarding permanent changes in clause 11.4.

11.2.2 Subject to clauses 11.2.3 – 11.2.5, the Operator shall be entitled to Store the 2029-Quantity, if relevant, and/or Annual Quantity at another Storage site than the Storage site encompassed by Appendix 4, the Operator's Solution Description, on a temporary basis, ("the temporary Storage site") on the terms in this clause 11.2.2, items a) – g). If Storage at the temporary Storage site entails other means or supplier of transport than encompassed by Appendix 4, the Operator's Solution Description, such other temporary means or supplier of transport does not require separate notification and confirmation pursuant to 11.2.1.

a) The need for Storage at the temporary Storage site is caused by an unplanned defect, failure or other type of malfunction at the Storage site encompassed by Appendix 4, the Operator's Solution Description, which temporarily hinders the Operator to Store the 2029-Quantity, and/or Annual Quantity at the Storage site encompassed by Appendix 4, provided that the malfunction is not attributable to gross negligence or willful misconduct of the Operator (including, for the avoidance of doubt, the Operator's Sub-Suppliers);

b) The physical location of the temporary Storage site is in Denmark or in a country in relation to which the legal basis for transportation between Denmark and the country is in place;

c) Storage at the temporary Storage site shall have no impact on any of the Operator's obligations under the Contract and shall not in any other way be detrimental to the proper performance of the Contract;

d) The Operator shall warrant that the terms in items a) – c) above are fulfilled;

e) If the Operator considers to be entitled to and intends to Store the 2029-Quantity, if relevant, or the Annual Quantity at a temporary Storage site, the Operator must notify the DEA thereof in writing. The Operator shall provide the DEA with

   i. the documentation specified in R-4 of Appendix 3, Requirements specification, applicable to the temporary Storage site, which shall be provided as soon as possible and no later than ten (10) Business Days after the Operator's notification, unless the DEA stipulates a longer period due to the scope and complexity of the change, and
   ii. any other documentation that the DEA may reasonably require to verify that the terms are met, which shall be provided as soon as possible and no later than ten (10) Business Days after the DEA's request, unless the DEA stipulates a longer period due to the scope and complexity of the change; and

f) The DEA shall confirm in writing that the DEA is satisfied that the terms in items a) – e) above are met. The DEA's confirmation shall be provided without undue delay after the DEA has received the documentation as set out in item e) above if the DEA is satisfied that the terms in items a) – e) are met. If the Operator cannot await the DEA's prior written confirmation, the Operator may at the Operator's own risk and subject to clause 11.2.4 Store the 2029-Quantity, if relevant, or the Annual Quantity at the temporary Storage site without the DEA's prior writing confirmation, however with the Subsidy only being due for payment upon the DEA's written confirmation, see clause 11.2.3.

g) The Operator is entitled to Store the 2029-Quantity, if relevant, or the Annual Quantity at the temporary Storage site for a period of no more than twelve (12) months after which either i) the DEA's approval is required for the Operator to continue Storage of the Annual Quantity at the temporary Storage site, or ii) the Operator must follow the rules regarding permanent changes in clauses 11.3 or 11.4.

11.2.3 To the extent that the DEA confirms in writing that the DEA is satisfied that the terms in clauses 11.2.1, items a) – e), or 11.2.2, items a) – e) are met, the CO_2 Stored in accordance with the Contract by the use of the temporary transport and/or the temporary Storage site will be considered Delivered Quantity.

11.2.4 To the extent that the DEA finds that the Operator did not meet the terms in clauses 11.2.1, items a) – e), or 11.2.2, items a) – e), the CO_2 Stored will not be considered Delivered Quantity and the Operator shall immediately stop the transport and/or Storage of CO_2 by use of the temporary

transport and/or the temporary Storage site. In this case the Operator may be subject to Penalties in accordance with Appendix 5, Subsidy and economy scheme, and the DEA shall be entitled to claim repayment of any Subsidy paid to the Operator, if any, for the CO_2 Stored.

11.2.5 The Operator shall not be entitled to an increase of Subsidies or any other additional payment or compensation in case of the circumstances in clauses 11.2.1 and 11.2.2. For the avoidance of doubt, the Operator is not entitled to claim damages for any loss or damage from the DEA in the circumstances specified in clauses 11.2.1, item f), 11.2.2, item f) and 11.2.4.

11.3 **Permanent changes in the Operator's project prior to the Commercial Operation Date**

11.3.1 Subject to clauses 11.3.2 – 11.3.5 the Operator shall prior to the Commercial Operation Date be entitled to permanently change the Storage site encompassed by Appendix 4, the Operator's Solution Description, to another Storage site ("the new Storage site") on the terms in this clause 11.3.1, items a) – g). If the permanently change of the Storage site entails other means or supplier of transport than encompassed by Appendix 4, the Operator's Solution Description, such permanent change of means or supplier of transport does not require separate notification and confirmation.

a) The need for the permanent change of the Storage site is caused by:
   i. The exploration of the subsoil in accordance with the work program of the exploration licence for the Storage site encompassed by Appendix 4, the Operator's Solution Description, demonstrates that the subsoil is not technically suited for Storage of CO_2;
   ii. The development of the Storage site is abandoned by the operator of the Storage site and not taken over by another operator (e.g. if the operator of the Storage site does not make a final investment decision);
   iii. The permit(s), licence(s) and/or approval(s) that has been granted for the development of the Storage site is revoked by the competent authority or the permit(s), licence(s) and/or approval(s) that has been granted for the development of the Storage site lapses according to the applicable legislation or the conditions and terms of the permit, licence or approval; or
   iv. The Operator (including for the avoidance of doubt, the Sub-Suppliers) has not received the permit(s), licence(s) and/or approval(s) from authorities required for the development of the Storage site.

b) With the new Storage site, the Value Chain shall be established to commence operation no later than at the date of the Commercial Operation Date specified in Sub-appendix 4.B, Project Schedule, or if the Commercial Operation Date has been postponed, see clause 10.2, the date that the Commercial Operation Date has been postponed to. If a change to

the new Storage site in the DEA's opinion entails a delay or a risk of delay with the Commercial Operation Date, the Operator shall demonstrate to the DEA's reasonable satisfaction that the new Storage site is the most suitable available alternative on the market to ensure the proper performance of the Contract. Such approval shall not entail any postponement of the Commercial Operation Date.

c) The physical location of the new Storage site is in Denmark or in a country in relation to which the legal basis for transportation between Denmark and the country is in place;

d) The change shall have no impact on any of the Operator's obligations under the Contract and shall not in any other way be detrimental to the proper performance of the Contract;

e) The Operator shall warrant that the terms in items a) – d) above are fulfilled;

f) If the Operator considers to be entitled to and intends to permanently change the Storage site, the Operator must notify the DEA thereof in writing. The Operator shall provide the DEA with

   i. a description of the change and the Appendices with the corrections made that are required by the change as set out in clause 11.3.2, which shall be provided as soon as possible and no later than ten (10) Business Days after the Operator's notification, unless the DEA stipulates a longer period due to the scope and complexity of the change, and
   ii. any other documentation that the DEA may reasonably require to extent necessary to verify that the terms in items a) – e) are met, as soon as possible and no later than ten (10) Business Days after the DEA's request, unless the DEA stipulates a longer period having regard to the scope and complexity of the change; and

g) The DEA shall confirm in writing that the DEA is satisfied that the terms in items a) – f) above are met. The DEA's confirmation shall be provided without undue delay after the DEA has received the documentation as set out in item f) above if the DEA is satisfied that the terms in items a) – f) are met.

11.3.2 The description of the change shall include and address the following: A description of the Appendices affected by the change, the consequences for the Commercial Operation Date, and a declaration stating that the change does not have any implications for the Warranties, cf. clause 15 of the Contract. For the Appendices that are affected by the change, the Operator shall prepare the Appendices with the corrections made that are required by the permanent change of the Storage site. Upon a confirmation from the DEA in accordance with clause 11.3.1, item g), the Operator

shall register the Operator's notification, the description of the change, the Appendices with corrections made and the DEA's confirmation in accordance with clauses 6 and 7 in Appendix 8, Change management.

11.3.3 To the extent that the DEA confirms in writing that the DEA is satisfied that the terms in clause 11.3.1, items a) – f) are met, the CO_2 Stored in accordance with the Contract by the use of the new Storage site will be considered Delivered Quantity.

11.3.4 The Operator shall not be entitled to an increase of Subsidies or any other additional payment or compensation in case of the circumstances in clause 11.3.1.

11.3.5 If the permanent change of the Storage site encompassed by Appendix 4, the Operator's Solution Description, entails or results in other changes of the Contract than the sole change of the Storage site encompassed by Appendix 4, the Operator's Solution Description, (including identity of the Storage operator and/or the means or supplier of transport) such changes shall be made in accordance with clause 18.1, and are thus subject to the DEA's approval in accordance with Appendix 8, Change management. If the DEA cannot approve such other changes, the permanent change of the Storage Site cannot take place, unless the Operator withdraws its request for the other changes. The DEA's approval shall not be unreasonably withheld.

11.4 **Permanent changes in the Operator's project after the Commercial Operation Date**

11.4.1 Subject to clauses 11.4.3 – 11.4.6 the Operator shall after the Commercial Operation Date be entitled to permanently change the means or supplier of transport encompassed by Appendix 4, the Operator's Solution Description, to another means or supplier of transport ("the new transport") on the following terms:

a) The Operator's request to change the means or supplier of transport encompassed by Appendix 4, the Operator's Solution Description, is due to technical or commercial reasons. The Operator shall demonstrate to the DEA's reasonable satisfaction that the new transport is fully operational and, in all aspects, ensures the proper performance of the Contract to the same level as, or better than, the original transport.

b) The new transport shall be in Denmark or in a country in relation to which the legal basis for transportation between Denmark and the country is in place;

c) The change shall have no impact on any of the Operator's obligations under the Contract and shall not in any other way be detrimental to the proper performance of the Contract;

d) The Operator shall warrant that the terms in items a) – c) above are fulfilled;

e) If the Operator considers to be entitled to and intends to permanently change the means or supplier of transport, the Operator must notify the DEA thereof in writing. The Operator shall provide the DEA with

i. a description of the change and the Appendices with the corrections made that are required by the change as set out in clause 11.4.3 which shall be provided as soon as possible and not later than ten (10) Business Days after the Operator's notification, unless the DEA stipulates a longer period due to the scope and complexity of the change, and

ii. any other documentation that the DEA may reasonably require to the extent necessary to verify that the terms in items a) – d) are met, as soon as possible and no later than ten (10) Business Days after the Operator's notification, unless the DEA stipulates a longer period due to the scope and complexity of the change; and

f) The DEA shall confirm in writing that the DEA is satisfied that the terms in items a) – e) above are met. The DEA's confirmation shall be provided without undue delay after the DEA has received the documentation as set out in item e) above if the DEA is satisfied that the terms in items a) – e) are met.

11.4.2 Subject to clauses 11.4.3 – 11.4.6 the Operator shall after the Commercial Operation Date be entitled to permanently change the Storage site encompassed by Appendix 4, the Operator's Solution Description, to another Storage site ("the new Storage site") on the terms in this clause 11.4.2, items a) – f). If the permanently change of the Storage site entails other means or supplier of transport than encompassed by Appendix 4, the Operator's Solution Description, such other permanent change of means or supplier of transport does not require separate notification and confirmation.

a) The Operator's request to change the Storage site encompassed by Appendix 4, the Operator's Solution Description, is due to technical or commercial reasons. The Operator shall demonstrate to the DEA's reasonable satisfaction that the new Storage site is fully operational and, in all aspects, ensures the proper performance of the Contract to the same level as, or better than, the original Storage.

b) The physical location of the new Storage site is in Denmark or in a country in relation to which the legal basis for transportation between Denmark and the country is in place;

c) The change shall have no impact on any of the Operator's obligations under the Contract and shall not in any other way be detrimental to the proper performance of the Contract;

d) The Operator shall warrant that the terms in items a) – c) above are fulfilled;

e) If the Operator considers to be entitled to and intends to permanently change the Storage site, the Operator must notify the DEA thereof in writing. The Operator shall provide the DEA with

i. the documentation specified in R-4 of Appendix 3, Requirements specification, applicable to the new Storage site, a description of the change and the Appendices with the corrections made that are required by the change as set out in clause, which shall be provided as soon as possible and no later than ten (10) Business Days after the Operator's notification, unless the DEA stipulates a longer period due to the scope and complexity of the change, and

ii. any other documentation that the DEA may reasonably require to verify that the terms are met, which shall be provided as soon as possible and no later than ten (10) Business Days after the DEA's request, unless the DEA stipulates a longer period due to the scope and complexity of the change; and

f) The DEA shall confirm in writing that the DEA is satisfied that the terms in items a) – e) above are met. The DEA's confirmation shall be provided without undue delay after the DEA has received the documentation as set out in item e) above if the DEA is satisfied that the terms in items a) – e) are met.

11.4.3 The description of the change shall include and address the following: A description of the Appendices affected by the change and a declaration stating that the change does not have any implications for the Warranties, cf. clause 15 of the Contract. For the Appendices that are affected by the change, the Operator shall prepare the Appendices with the corrections made that are required by the permanent change of the Storage site or the means or supplier of transport. Upon a confirmation from the DEA in accordance with clauses, 11.4.1, item f) or 11.4.2, item f), the Operator shall register the Operator's notification, the description of the change, the Appendices with corrections made and the DEA's confirmation in accordance with clauses 6 and 7 in Appendix 8, Change management.

11.4.4 To the extent that the DEA confirms in writing that the DEA is satisfied that the terms in clauses, 11.4.1, items a) – e), or 11.4.2, items a) – e), the CO_2 Stored in accordance with the Contract by the use of the new transport and/or the new Storage site will be considered Delivered Quantity.

11.4.5 The Operator shall not be entitled to an increase of Subsidies or any other additional payment or compensation in case of the circumstances in clauses11.4.1 and 11.4.2.

11.4.6 If the permanent change of the Storage site or the means or supplier of transport encompassed by Appendix 4, the Operator's Solution Description, entails or results in other changes of the Contract than the sole change of the Storage site or the means or supplier of transport encompassed by Appendix 4, the Operator's Solution Description, (including identity of the Storage operator and/or the means or supplier of transport) such changes shall be made in accordance with clause 19, and are thus subject to the DEA's approval in accordance with Appendix 8, Change management. If the DEA cannot approve such other changes, the permanent change of the Storage Site cannot take place, unless the Operator withdraws its request for the other changes. The DEA's approval shall not be unreasonably withheld.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 To the extent that the Deliverables is protected by Intellectual Property Rights, the Operator and/or any third party shall hold these rights.

12.2 At the same time, the Operator shall grant to the DEA an irrevocable, royalty-free, non-exclusive licence to use the Deliverables. The licence shall grant the DEA a right to use the Deliverables without quantitative and geographic limitations, at all times (also after termination for any reason of the Contract) and in any way whatsoever in connection with the DEA's business. However, the DEA shall not be allowed to expose the Deliverables directly to a third party which is not engaged or employed by the DEA. Still, the DEA shall be allowed to share all experiences, knowledge and the like derived from all of the Deliverables with all third parties in an anonymized form, but only to the extent that such information is not exempted from the right of access to information according to Section 30, para 2 of the Danish Access to Public Administration Files Act (in Danish: "*Offentlighedsloven*") (Consolidation) Act no. 145 of 24 February 2020 with the requirements etc. laid down in subsequent amendments applicable from time to time.

12.3 The DEA's licence to use the Deliverables shall also include a right to maintain, process and change, etc., the Deliverables. The DEA's licence to use the Deliverables as described in this clause shall also apply to the maintained, processed and changed, etc., Deliverables.

12.4 The DEA shall be entitled to allow third parties which are engaged or employed by the DEA, including but not limited to consultants, suppliers, and public authorities, to use the Deliverables to the same extent as the DEA is entitled to use the Deliverables, see clause 12.2. Such third parties shall also comply with the provisions of clause 17 regarding confidentiality. However, the Deliverables shall only be used by such third parties in connection with the Contract and related projects, including the DEA's other CCS or CCUS projects. For the avoidance of doubt, this clause 12.4 shall not constitute a transfer of the DEA's licence to use the Deliverables to any third party.

12.5 The DEA shall be entitled to allow all third parties, including but not limited to tenderers in a tendering procedure, to use experiences, knowledge and the like derived from all of the Deliverables in an anonymized form to the same extent as the DEA is entitled to use the Deliverables, see clause 12.2. Such third parties shall also comply with the provisions of clause 17 regarding confidentiality. For the avoidance of doubt, this clause 12.5 shall not constitute a transfer of the DEA's licence to use the Deliverables to any third party.

12.6 It shall be the Operator's responsibility at the Operator's own expense to obtain all necessary third party rights that form a precondition for the right of the DEA and third parties to use the Deliverables in accordance with the user rights specified in this clause 12. If requested by the DEA, the Operator shall submit documentation that such rights have been obtained.

12.7 The rights to use the Deliverables shall pass when the Deliverables has been made available to the DEA in any way or form.

12.8 The rights to use the Deliverables shall be unaffected by any breach of this Contract by the DEA. Such breach shall be subject to the relevant remedies provided for under this Contract.

13. PERFORMANCE AND WARRANTY GUARANTEE

13.1 To ensure the Operator's due and punctual performance of the Contract, the Operator shall provide a Performance and Warranty Guarantee as described in this clause 13. The guarantee shall be issued in favour of the DEA on the terms and conditions specified in Appendix 11, Model performance and warranty guarantee, and this clause 13. All expenses in issuing and maintaining the guarantee shall be borne by the Operator. The Operator shall ensure that the guarantee is valid and enforceable until the criteria for release of the guarantee have been fulfilled as described in clause 13.10.

13.2 The Operator has prior to contract signing provided to the DEA an unconditional and irrevocable on-demand Performance and Warranty Guarantee issued by a Guarantor in favour of the DEA on the terms and conditions specified in Appendix 11, Model performance and warranty guarantee, and as described in this clause 13, see Appendix 13, Final guarantee. Performance and Warranty Guarantees provided after contract signing are enclosed as part of Appendix 13, Final guarantee.

13.3 The Performance and Warranty Guarantee shall cover any type of claim raised by the DEA under the Contract, including but not limited to claims for Penalties, termination fee, and damages, repayment of Subsidies with interest in accordance with the Danish Interest Act (in Danish: "*renteloven*").

13.4 The Guarantor shall be an independent entity domiciled in the EU / EEA and governed by public regulation applicable for financial institutions (banks or credit insurance companies) and under the supervision of a governmental institution.

13.5 The Guarantor shall at least have the ratings for long-term debt specified below from two (2) of the mentioned three rating institutions (or corresponding ratings for long-term debt from similar reputable international rating institutions):

a) A- rating for long-term debt issued by Standard & Poor's;
b) A- rating for long-term debt issued by Fitch; and / or
c) A3 rating for long-term debt issued by Moody's.

13.6 The liability of the Guarantor under the Performance and Warranty Guarantee shall be limited to an amount in DKK equal to the liability cap, see clause 21.4.1. When the Liability Cap has been reduced in accordance with clause 21.4.2, the Operator may provide a new Performance and Warranty Guarantee limited to an amount equal to the reduced Liability Cap, i.e. the Liability Cap as calculated by the DEA in accordance with clause 21.4.2.The new Performance and Warranty Guarantee shall be issued on the terms and conditions specified in Appendix 11 Model performance and warranty guarantee, and this clause 13 and is subject to the DEA's approval.

13.7 If the credit rating of the Guarantor is downgraded and, as a consequence, the Guarantor no longer complies with clause 13.5, the Operator shall within ninety (90) Business Days after the downgrade obtain a replacement Performance and Warranty Guarantee either from another Guarantor that has ratings as set out in clause 13.5 or from a Guarantor that has been designated as a Systemically Important Financial Institution (SIFI) or Global Systemically Important Financial Institution (G-SIFI) by the relevant regulatory authority, unless the DEA in its reasonable discretion determines that a replacement Performance and Warranty Guarantee is not required from the Operator. In the DEA's exercise of this discretion, the DEA shall take into consideration if the downgrading of the Guarantor is a result of a market disruption leading to a general downgrading of all financial institutions similar to the Guarantor. If the downgrading is attributable to the Guarantor and not the market in general, the DEA shall always be entitled to require that a replacement Performance and Warranty Guarantee shall be provided. For the avoidance of doubt, once the Operator has provided the replacement Performance and Warranty Guarantee, the original Performance and Warranty Guarantee shall cease to have effect.

13.8 If the Guarantor is no longer domiciled in the EU / EEA and, as a consequence, the Guarantor no longer complies with clause 13.4, the Operator shall within ninety (90) Business Days prior to the relocation of the Guarantor obtain a replacement Performance and Warranty Guarantee from an-

other Guarantor that complies with clause 13.4, unless the DEA in its reasonable discretion determines that a replacement Performance and Warranty Guarantee is not required from the Operator. For the avoidance of doubt, once the Operator has provided the replacement Performance and Warranty Guarantee, the original Performance and Warranty Guarantee shall cease to have effect.

13.9 If the Operator has not provided a new Performance and Warranty Guarantee from a Guarantor as required and within the deadlines stated in clauses 13.7 and 13.8, the DEA shall be entitled to claim the full amount of the Performance and Warranty Guarantee. The amount received shall be used to cover the DEA's claims under the Contract. The DEA shall, without undue delay after the DEA has confirmed in writing that the Contract has expired and the Operator's obligations under the Contract have been fully discharged, refund to the Guarantor any part of the amount received which has not been used to cover the DEA's claims under the Contract.

13.10 The Performance and Warranty Guarantee shall be released when the DEA confirms in writing that the Contract has expired and the Operator's obligations under the Contract have been fully discharged, see clause 13.12.

13.11 The Operator may provide the Performance and Warranty Guarantee with a fixed expiry date under the following conditions:

a) The fixed expiry date may entail that the duration of the Performance and Warranty Guarantee becomes shorter than the duration set out in clause 13.10, but under no circumstances shall the fixed duration of the Performance and Warranty Guarantee be shorter than one (1) year, and the expiry date is to be approved by the DEA.

b) If the criteria for release of the Performance and Warranty Guarantee, see clause 13.10, have not been fulfilled thirty (30) Business Days prior to the expiry date, the Operator shall no later than twenty (20) Business Days before the expiry date of the Performance and Warranty Guarantee extend the validity of the Performance and Warranty Guarantee or provide a new Performance and Warranty Guarantee to be approved by the DEA in both instances with a duration of minimum one (1) year or until the criteria for release have been met.

c) If the criteria for release have not been fulfilled thirty (30) Business Days prior to the expiry date of the extended/new Performance Guarantee, the Operator shall again extend the guarantee or provide a new guarantee on the conditions stated in this clause 13.11; this shall be repeated until the criteria for release are met.

d) If the Operator has not extended the validity of the Performance and Warranty Guarantee or provided a new Performance and Warranty Guarantee within twenty (20) Business Days

before the expiry date of the Performance and Warranty Guarantee, the DEA shall be entitled to claim the full amount of the Performance and Warranty Guarantee. The amount received shall be used to cover the DEA's claims under the Contract. The DEA shall, without undue delay after the DEA has confirmed in writing that the Contract has expired and the Operator's obligations under the Contract have been fully discharged, refund to the Operator any part of the amount received which has not been used to cover the DEA's claims under the Contract.

13.12 The DEA shall confirm the release of the Performance and Warranty Guarantee and / or any decrease in the liability of the Guarantor under the Performance and Warranty Guarantee in writing to the Operator no later than fifteen (15) Business Days after the conditions for expiry or decrease in the liability of the Guarantor have been fulfilled, unless the DEA has made a demand which has not at that time been paid in full by the Guarantor in which case the expiry or decrease shall take place when the demand has been paid in full.

14. INSURANCE

14.1 The Operator shall be obliged to obtain and maintain (or, where relevant, ensure that the Operator's Sub-Suppliers obtain and maintain) the following insurances, to the extent that they are obtainable in the insurance market:

a) Property insurance covering loss of or damage to assets required for the performance of the CCS Activities. The coverage and cover amount shall at all times adequately reflect the risk exposure related to the assets.
b) Liability insurance covering any liability of the Operator and / or whoever acts on the Operator's behalf for loss or damage (including, but not limited to, personal injury and property damage) arising out of the CCS Activities. The coverage and cover amount shall at all times adequately reflect the risk exposure related to the CCS Activities.

14.2 The Operator (or, for the avoidance of doubt, where relevant, the Operator's Sub-Suppliers) shall obtain the insurance required in clause 14.1, item a) before the assets required for the performance of the CCS Activities are exposed to risk of loss or damage, and the insurance in clause 14.1, item b) before commencement of the activities covered by the insurance. The Operator shall upon request provide the DEA with draft insurance policies for the DEA's review and approval.

14.3 The Operator shall furthermore, throughout the duration of the Contract, assess on an ongoing basis whether the insurance coverage and cover amounts are deemed to be adequate and whether insurance not previously available on the insurance market becomes available. Where relevant, the Operator shall amend its existing insurances or obtain new insurances.

14.4 In addition to the above, the Operator shall obtain and maintain throughout the duration of the Contract statutory workers' compensation insurance and hold employer's liability insurance in respect of the Operator's personnel engaged in the performance of the Contract in accordance with any legal requirement applicable at the time. Where the Operator's personnel are not employees of the Operator, the Operator shall ensure that the employer of such personnel holds the insurance.

14.5 The DEA shall at any time throughout the duration of the Contract be entitled to receive evidence of the existence and terms of any of the insurances and of timely payment of premiums. The terms of any of the insurances or the amount of cover provided under them shall not relieve the Operator of any liabilities under the Contract.

15. WARRANTIES

15.1 General Warranties

15.1.1 The Operator warrants that:

a) at all times throughout the duration of the Contract, the Operator will perform its obligations under the Contract in a diligent manner and without delay, and – with due consideration of the criticality of the Contract – comply with all applicable provisions of the Contract;
b) all CCS Activities and the performance thereof are in accordance with the Contract and applicable law and permits, licences and approvals;
c) all reporting provided to the DEA regarding the CCS Activities, including but not limited to reporting related to measurements of CO_2 capture and Storage and the calculation of Subsidies, is correct and accurate and is based on actual and verified data;
d) the Contract will be performed by a sufficient number of appropriately experienced, qualified and trained professional personnel; and
e) to the extent required for the performance of the CCS Activities as specified in the Contract, the Operator will observe applicable law in all relevant jurisdictions in force throughout the duration of the Contract, which for the sake of clarity includes compliance with all applicable competition law and state aid rules, and will comply with such statutory regulations in a manner that will allow the DEA to comply with the same.

15.1.2 The Warranties in this clause 15.1 shall be valid throughout the duration of the Contract.

15.2 Warranty concerning third party rights

15.2.1 The Operator warrants that the CCS Activities and the DEA's ownership, possession and use of any Deliverable does not infringe any third party rights of whatever nature, including, but not limited to, Intellectual Property Rights, and that no third party has the right to claim licence fees, royalties or other payments from the DEA for the ownership, possession or use of Deliverables. If a claim

from a third party is successfully made, i.e. the said third party can establish that the third party's rights in question have been infringed, the Operator shall secure the DEA the right to the use of the Deliverables or stop the infringement by changing or replacing the Deliverables as necessary, while still adhering to the provisions of the Contract, and indemnify the DEA for any loss in this connection, see clause 21.3. Any change in the Deliverables as a consequence of such infringement shall follow the change management process in Appendix 8, Change management, with the exception that the Operator shall not be entitled to any postponement of the Commercial Operation Date or any other deviation from the Contract. The warranty in this clause 15.2 shall remain in full force and effect after the termination and / or expiry of the Contract for any reason whatsoever.

16. PAYMENT OF SUBSIDIES

16.1 General

16.1.1 The Subsidies will be paid per tonne of CO_2 captured and Stored in accordance with the Contract. The Subsidies will be calculated and paid in accordance with Appendix 5, Subsidy and economy scheme. The Subsidies calculated in accordance with Appendix 5, Subsidy and economy scheme, shall cover all the Operator's obligations under the Contract and all costs relating to the Operator's performance of the Contract. The Operator is not entitled to any other payment under the Contract.

16.2 Invoicing

16.3 Invoicing shall take place in accordance with the rules in force at any time on electronic settlement with public authorities, and the requirements stipulated in Appendix 5, Subsidy and economy scheme, using the EAN number informed by the DEA.

16.4 Terms of payment

16.4.1 All final invoices shall be due for payment thirty (30) Days from the date of the DEA's receipt of an electronic, valid and correct invoice, see clause 16.2.

16.4.2 Where the Operator's circumstances cause the DEA not to be able to pay by electronic transmission, the DEA shall not be held liable for non-payment.

16.5 Interest on late payments, etc.

16.5.1 In case of delayed payment from the DEA to the Operator, the Operator will be entitled to interest set at the default interest rate applicable to delayed payments (in Danish: "*morarente*") fixed in section 5 (1) of the Danish Interest Act (in Danish: "*renteloven*") (Consolidation) Act no. 459 of 13

May 2014 with the requirements etc. laid down in subsequent amendments applicable from time to time.

16.5.2 If the DEA disputes a claim for payment made by the Operator in whatever form, the Operator shall be obliged to continue the performance of the Operator's obligations under the Contract, and shall be entitled to no remedies as a consequence of the DEA not paying the Operator other than interest in case of late payments that the DEA should have made (as provided for in the preceding paragraph). If the claim for payment made by the Operator includes amounts that are not disputed by the DEA, the DEA will pay the undisputed amount in accordance with clause 16.4.

16.6 **Right to set-off**

16.6.1 The DEA is in accordance with governing law, see clause 27.1, at all times entitled to set off against any invoice from the Operator or any amounts that may be owed to the Operator under the Contract or any other relationship between the Parties, including but not limited to any Penalties, termination fee, interest, damages, loss or other claims for payment that the DEA may have against the Operator.

17. CONFIDENTIALITY

17.1 **Obligations of the Parties**

17.1.1 With the exceptions provided for in clauses 17.1.2 – 17.1.5 and 17.1.8, the Parties and the Parties' personnel shall observe unconditional confidentiality as regards all information that the Parties and the Parties' personnel acquire in connection with the performance of the Contract. The Parties shall not use or disseminate such information other than as part of the performance of the Contract. The Parties shall impose a similar obligation on Sub-Suppliers and others assisting the Parties in connection with the Contract.

17.1.2 The DEA and its personnel are subject to applicable rules on confidentiality in the public sector. The DEA and the DEA's personnel are subject to rules applicable to personnel in the Danish public administration and regarding right of access to information and shall be entitled to disclose information to third parties if this follows from such rules. Consultants and any other persons assisting

the DEA shall observe a duty, as far as information about the affairs of the Operator is concerned, equivalent to the duties of the Parties as set on in clause 17.1.1.

17.1.3 Both Parties shall be entitled to disclose any information to any third party if the disclosure of the information is required under mandatory applicable law. The disclosure shall be limited to the extent necessary to comply with such mandatory law.

17.1.4 The Operator and Sub-Suppliers shall be entitled to disclose information to their owner(s). The owner(s) shall observe the same obligations to keep information confidential as set out in this clause 17.

17.1.5 This clause 17 shall not in any way limit the DEA's or third parties' rights provided for in clause 12.

17.1.6 The Operator may use the Contract as a reference without the prior consent of the DEA. However, the Operator shall not include any confidential information in the reference.

17.1.7 The DEA shall decide how to publish the conclusion of the Contract. If the Operator, any Sub-Suppliers, any of its parent companies, or any other affiliated companies, are subject to the Market Abuse Regulation ("MAR"), such announcement shall be coordinated with the Operator in accordance with the market disclosure obligations under MAR.

17.1.8 In case of the Operator's default of a non-trivial nature, the DEA shall be entitled to release a press statement addressing the Operator's default. The DEA shall consult the Operator before such a press statement is released and shall to a reasonable extent take into account the Operator's position when issuing the press statement.

17.1.9 The confidentiality provisions of the Contract shall survive, without limitation, the termination, for whatever reason, or expiry of the Contract.

17.1.10 To the extent the Parties assign the Contract as set out in clause 18 such third party shall observe the same obligations to keep information confidential as set out in this clause 17.

18. ASSIGNMENT

18.1 Assignment by the Operator

18.1.1 With the modifications in clauses 18.1.3 and 18.1.4, the Operator shall not be entitled to assign, novate or otherwise transfer (in Danish: "*enhver form for overdragelse*") any obligations or rights under the Contract to any other party without the prior written approval of the DEA. The DEA's approval shall not be unreasonably withheld. Approval will only be granted where such transfer can

take place without the risk of breach of the principles of the public procurement rules and where no material circumstances otherwise prevent such transfer.

18.1.2 Transfer shall also include any form of transfer where the legal entity of the Operator is changed. Transfer shall thus also include, but not limited to, any corporate restructuring, such as merger and demerger, where the legal entity of the Operator is changed. Reference is made, however, to clauses 18.1.3 and 18.1.4.

18.1.3 The Operator shall be entitled to transfer its obligations and rights under the Contract (in whole, not in part) to an entity ("the new Operator") which is controlled by, controls or is under common control with the Operator on the following terms:

a) The Operator shall put at the new Operator's disposal its technical and professional resources and shall ensure that the technical and professional resources of its Sub-Suppliers, including but not limited to any entity on which the Operator relied for prequalification with respect to technical and professional capacity, are also put at the disposal of the new Operator and thereby ensure that the new Operator will have, as a minimum, the same technical and professional resources as the Operator has at its disposal;

b) The new Operator shall have a positive (above zero) equity at the date of transfer of the Contract documented by:

i. A statement from an auditor regarding the amount of equity calculated as at the date no later than two months prior to the date of transfer of the Contract; and

ii. A declaration from the new Operator stating that since the date of the calculated equity amount provided in the auditor's statement, the new Operator's business has been conducted in the ordinary course and, to the knowledge of the new Operator, no material adverse change to the new Operator's financial condition has occurred;

c) The transfer shall have no impact on any of the new Operator's obligations under the Contract and shall not in any other way be detrimental to the proper performance of the Contract. For the avoidance of doubt, this also entails that the new Operator shall provide a

Performance and Warranty Guarantee in accordance with clause 13 prior to the DEA's written confirmation as set out in item e);

d) The Operator shall warrant that the new Operator has a positive (above zero) equity at the date of transfer of the Contract and that the terms in items a) and c) above are fulfilled prior to the transfer of its obligations and rights; and

e) The transfer shall require the DEA's prior written confirmation that the DEA is satisfied that the terms in items a) – d) above are met and the Operator shall be obliged to provide any documentation that the DEA may reasonably require to verify that the terms are met. The DEA's confirmation shall be provided without undue delay if the DEA is satisfied that the requirements in items a) – d) are met.

18.1.4 Subject to the terms in clause 18.1.4, items a) – e), the Operator shall be entitled to transfer its obligations and rights under the Contract (in whole, not in part) to an another legal entity, including corporate restructuring such as merger and demerger, due to amendment of Danish energy supply legislation regarding the organisation of CCS or an amendment of other Danish legislation that affects the organisation of CCS.

18.2 **Assignment by the DEA**

18.2.1 The DEA shall be entitled to transfer its rights and obligations under the Contract to another public authority or any institution or private entity ultimately controlled (controlled in this provision is defined in accordance with the International Accounting Standard (IAS 27) of the International Accounting Standards Board (IASB) by the Danish state or another Danish public authority or mainly financed by public funds, if the public tasks hitherto performed by the DEA, or if the public tasks related to the Contract, are transferred, in whole or in part, to any of the mentioned parties (change of remit). In connection with assignment by the DEA provided for in this clause 18.2 the DEA will notify the Operator in writing. For the avoidance of doubt, the DEA's notification to the Operator shall be for information purposes only and the notification does not entail or give the Operator any right to object to the DEA's assignment and the DEA's assignment does not require the Guarantor's consent.

19. AMENDMENTS AND CONTRACT MANAGEMENT

19.1 The Contract shall not be amended in any other way than by changes to the Contract made in accordance with the change management process provided for in Appendix 8, Change management.

20. BREACH BY THE OPERATOR

20.1 Early warning

20.1.1 The Operator shall give an early warning by notifying the DEA by notice as soon as the Operator becomes aware of any matter which could potentially affect the Operator's ability to perform the CCS Activities in accordance with the Contract. Either Party may invite for a meeting regarding the early warning if it is deemed necessary.

20.2 Delay

20.2.1 Operator's duty to notify in case of anticipated delay etc.

20.2.1.1 The Operator shall submit a notice to the DEA as soon as the Operator has reason to anticipate a risk of delay with the Key Milestones or the Commercial Operation Date, stating the reasons for such anticipated delay.

20.2.1.2 The Operator shall, as soon as reasonably practicable and in any event not later than twenty (20) Business Days after the initial notification, give the DEA full details in writing of the reasons for the anticipated delay and the consequences hereof.

20.2.1.3 The Operator shall immediately submit a notice to the DEA when the delay has occurred, stating the consequences of the delay.

20.2.1.4 The Operator shall make all reasonable endeavours to eliminate or mitigate the delay and the consequences hereof. This shall include, but not be limited to, the allocation of additional resources in the form of personnel, machinery, facilities, etc.

20.2.2 Correction plan in case of anticipated delay and / or delay

20.2.2.1 If the Operator finds that a delay with the Key Milestones or the Commercial Operation Date will occur, the Operator shall submit a draft correction plan. The Operator shall also be obliged to provide such a draft correction plan, if a delay has already occurred and the Operator has failed to notify the DEA as required in clauses 20.2.1.1 and 20.2.1.2. For the avoidance of doubt, this clause 20.2.2 does not apply to circumstances for which the Operator has been granted a postponement of the Commercial Operation Date, see clause 10.2.

20.2.2.2 The draft correction plan shall describe the additional resources and other revised methods that the Operator proposes to adopt in order to eliminate or mitigate the delay and the consequences

hereof. Unless the DEA notifies otherwise, the Operator shall adopt these revised methods at the risk and cost of the Operator.

20.2.2.3 The draft correction plan shall be submitted to the DEA for the DEA's approval as soon as possible and in any event not later than twenty (20) Business Days (or such other period as the DEA may permit and notify to the Operator in writing) after the Operator became aware that delay will occur.

20.2.2.4 The DEA shall approve or reject the Operator's draft correction plan not later than ten (10) Business Days after the DEA has received the draft correction plan. The approval shall not be unreasonably withheld.

20.2.2.5 If the DEA does not approve the draft correction plan, the DEA shall promptly inform the Operator of the reasons for its decision to reject the draft correction plan and the Operator shall take those reasons into account in the preparation of a further draft correction plan, which shall be submitted to the DEA within five (5) Business Days of the rejection of the first draft. Following submission of a new draft correction plan, clause 20.2.2.4 applies to the DEA's approval or rejection of the new draft correction plan.

20.2.2.6 If the Operator, despite the revised methods in the correction plan, fails to eliminate or mitigate the delay and the consequences hereof, the Operator shall submit a new draft correction plan for the DEA's approval.

20.3 **Non-performance with respect to the Contracted Quantities**

20.3.1 **Operator's duty to notify in case of anticipated non-performance etc.**

20.3.1.1 The Operator shall submit a notice to the DEA as soon as the Operator has reason to anticipate a risk of non-performance (other than delay) with respect to the Contracted Quantities in the following instances:

a) a non-performance with respect to the 2029-Quantity of five (5) per cent or more in the year in question; or
b) a non-performance with respect to the Annual Quantity of five (5) per cent or more in the year in question.

The Operator shall state the reasons for such anticipated non-performance in the notification.

20.3.1.2 The Operator shall, as soon as reasonably practicable and in any event not later than twenty (20) Business Days after the initial notification, give the DEA full details in writing of the reasons for the anticipated non-performance and the consequences of the non-performance.

20.3.1.3 The Operator shall immediately submit a notice to the DEA when the non-performance has occurred, stating the consequences of the non-performance.

20.3.1.4 The Operator shall make all reasonable endeavours to eliminate or mitigate the non-performance and the consequences hereof. This shall include, but not be limited to, the allocation of additional resources in the form of personnel, machinery, facilities, etc.

20.3.1.5 The obligation set out in clause 20.3.1.1 also applies where the Operator in its forecast for a given year specifies an Annual Forecast Quantity which is less than the Annual Quantity. In such case, however, the obligation set out in clause 20.3.1.4 only applies to the Annual Forecast Quantity. For the avoidance of doubt, this means that the Operator shall not be obliged to eliminate or mitigate the non-performance and consequences hereof with respect to the non-performance with the quantity of CO_2 that constitutes the difference between the Annual Quantity and the Annual Forecast Quantity. The Operator is entitled to Store a quantity of CO_2 that exceeds the Annual Forecast Quantity to eliminate or mitigate the consequences of non-performance with the quantity of CO_2 that constitutes the difference between the Annual Quantity and the Annual Forecast Quantity, but the Operator is only entitled to claim subsidy up to the Annual Forecast Quantity, see Appendix 5, Subsidy and economy scheme, clause 4.2.

20.3.2 **Correction plan in case of anticipated non-performance and / or non-performance**

20.3.2.1 If the Operator finds that a non-performance (other than delay) of the Operator as described in clause 20.3.1.1 will occur, the Operator shall submit a draft correction plan. The Operator shall also be obliged to provide such a draft correction plan, if such a non-performance has already occurred and the Operator has failed to notify the DEA as required in clauses 20.3.1.1 and 20.3.1.2. To the extent that the Operator in its forecast for a given year has specified an Annual Forecast Quantity

which is less than the Annual Quantity, the Operator shall not be obliged to provide a draft correction plan with respect to the non-performance with the quantity of CO_2 that constitutes the difference between the Annual Quantity and the Annual Forecast Quantity.

20.3.2.2 The draft correction plan shall describe the additional resources and other revised methods that the Operator proposes to adopt in order to eliminate or mitigate the non-performance and the consequences hereof. Unless the DEA notifies otherwise, the Operator shall adopt these revised methods at the risk and cost of the Operator.

20.3.2.3 The draft correction plan shall be submitted to the DEA for the DEA's approval as soon as possible and in any event not later than twenty (20) Business Days (or such other period as the DEA may permit and notify to the Operator in writing) after the Operator became aware that non-performance will occur.

20.3.2.4 The DEA shall approve or reject the Operator's draft correction plan not later than ten (10) Business Days after the DEA has received the draft correction plan. The approval shall not be unreasonably withheld.

20.3.2.5 If the DEA does not approve the draft correction plan, the DEA shall promptly inform the Operator of the reasons for its decision to reject the draft correction plan and the Operator shall take those reasons into account in the preparation of a further draft correction plan, which shall be submitted to the DEA within five (5) Business Days of the rejection of the first draft. Following submission of a new draft correction plan, clause 20.3.2.4 applies to the DEA's approval or rejection.

20.3.2.6 If the Operator, despite the revised methods in the correction plan, fails to eliminate or mitigate the non-performance and the consequences hereof, the Operator shall submit a new draft correction plan for the DEA's approval.

20.3.3 **Penalties related to the Contracted Quantity**

20.3.3.1 If the Operator fails to achieve the Contracted Quantity, the Operator shall pay Penalties as further provided for in Appendix 5, Subsidy and economy scheme, clause 14.

20.4 **Other remedies**

20.4.1 In addition to what is provided for under clauses 20.2 – 20.3 and 20.5, the DEA shall be entitled to the rights and remedies available under governing law, see clause 27.1.

20.5 **Termination for cause**

20.5.1 The DEA is entitled to terminate the Contract with immediate effect, in whole or in part, in case of material breach of the Contract.

20.5.2 Material breach entitling the DEA to terminate the Contract for cause shall include, but not limited to, the following:

a) If the Operator is in delay in achieving the Commercial Operation Date by more than twenty-four (24) months
   i. calculated from 1 January 2030, or
   ii. if the Commercial Operation Date has been postponed to a date after 1 January 2030, see clause 10.2, calculated from the date that the Commercial Operation Date has been postponed to.
b) Non-performance of the Operator with respect to the Annual Quantity in three (3) consecutive calendar years by 50 % of the CO_2 or more in each year.
c) Material breach of any of the Operator's Warranties under the Contract as stated in in clause 15.
d) The Operator's substantial and repeated and / or ongoing non-performance of its obligations to the extent this would be considered material breach under governing law, see clause 27.1.
e) If the performance of the Contract will entail a violation of sanctions, export control rules, embargoes or similar. This also applies in case of, but shall not be limited to, changes in the ownership of the Operator, changes in the control of the Operator, etc., which entail that the performance of the Contract will lead to such a violation, and equivalent changes in the ownership of Sub-Suppliers, changes in the control of the Sub-Supplier, etc.
f) The Operator's material breach of the DEA's code of conduct, see clause 6.
g) The Operator's insolvency unless the insolvency estate announces, without undue delay upon inquiry in writing from the DEA, that the estate will become a party to the Contract.
h) The Operator enters into financial restructuring. By financial restructuring is meant a legal process that is initiated due to the Operator's financial distress and which is compulsory for the creditors by law. The financial restructuring may either be initiated by the Operator or by a third party (such as but not limited to the Operator's creditors).
i) The Operator's enters into negotiations for an arrangement with its creditors, or the Operator's materially deteriorated financial affairs in general jeopardize the proper performance of the Contract.
j) The Operator has incurred liability covered by the Liability Cap to an extent where ninety (90) per cent of the Liability Cap has been reached, see clause 21.4, unless the Operator within sixty (60) Business Days after receipt of a written request from the DEA agrees to increase the available Liability Cap to a level deemed appropriate by the DEA acting reasonably.
k) There is a change of control of the Operator and such change of control will in the justified assessment of the DEA have a material adverse effect on the suitability and capacity of the

Operator to fulfil its obligations under the Contract (such assessment of suitability may include consideration of the financial standing of the Operator) provided that the DEA has notified the Operator within six (6) months from the date of the DEA's receipt of any notification of a change of control of the Operator.

l) The Operator's transfer without the DEA's consent, see clause 18.1.1.

m) The Operator's action, omission or any other form of disposition entails that the negative emissions covered by the Contract cannot contribute to the realization of the climate targets as outlined in the Danish Climate Act or count as CO_2 reductions in Denmark's National Inventory Report, including in case this is a consequence of subsequent applicable legislation, international agreements etc., see clause 1.7.

n) The Operator, during the Contract, receives or applies for any aid — including other State aid, de minimis aid, or aid from centrally managed EU funding — for the same costs as those included in the project, other than the aid to be paid by the DEA under the Contract, in circumstances where the Operator did not submit the declaration in its offer submission letter, see Appendix 12, The Operator's offer submission letter, see clause 3.7.

20.5.3 Without prejudice to, and without limiting, the DEA's rights under the Contract (including the right to terminate under clause 20.5.2), the DEA shall, in good faith, engage in discussions with the Operator concerning the material breach, including possible solutions regarding changes of the Contract, assignment of the Contract, a financing partner's potential substitution etc. For the avoidance of doubt, the Operator remains solely responsible for the material breach, including, if relevant, necessary actions to rectify the breach, see clauses 20.6, and nothing in this clause 20.5.3 shall be construed as an agreement by the DEA to grant any waiver, variation, extension or additional relief, unless confirmed in writing.

20.5.4 Prior to exercising the right to terminate the Contract for cause under clause 20.5.2, the DEA shall give the Operator written notice of its consideration of termination. The DEA's decision concerning termination of the Contract shall be reasoned and shall take the specific circumstances into account, including but not limited to, i) if relevant, the Operator's correction plan, see clauses 20.2.2 – 20.3.2, ii) in case non-performance according to clause 20.5.2, item b), whether the non-performance is caused by one or several of the circumstance(s) specified in Appendix 5, Subsidy and economy scheme, clause 14.2, and iii) whether, in the DEA's reasonable assessment, it is clear that timely and/or proper performance of the Contract will not be restored within a short time horizon and without materially undermining the Contract. This clause 20.5.4 and clause 20.5.3 shall not apply if the DEA reasonably determines that immediate termination is necessary, including but not limited to, due to fraud or willful misconduct, or violations of sanctions, export controls etc. under clause 20.5.2(e).

20.5.5 If the DEA terminates the Contract in case of the Operator's material breach of the Contract, the Operator shall pay a termination fee to the DEA corresponding to half (0,5) a year of maximum

Subsidies in DKK (calculated as: *termination fee in DKK = 0,5 * Subsidy Rate x Annual Quantity*), except where the termination is based on clause 20.5.2, item m), and the breach is a consequence of subsequent applicable legislation, international agreements or similar, in which case no termination fee is payable. For the purpose of calculation of the termination fee the *Subsidy Rate* shall be

i. the Actual Subsidy Rate (or, if applicable, the weighted Subsidy Rate) calculated as part of the Annual Settlement for the year prior to the year of termination, see Appendix 5, Subsidy and economy scheme, clause 12 or

ii. if the Operator has not Stored any quantity of CO_2 prior to the termination, the Offered Rate (subject to indexation) until and including the year of termination in accordance with Appendix 5, Subsidy and economy scheme, clause 5.2,

Where the DEA terminates the Contract due to the cause in clause 20.5.2, item a) or b), and to the extent that the Operator is subject to both Penalties in accordance with Appendix 5, Subsidy and economy scheme, and a termination fee in accordance with this clause 20.5.5 within the first three (3) years i) calculated from the Commercial Operation Date, or, ii) if the Commercial Operation Date has been postponed to a date after 1 January 2030, see clause 10.2, calculated from the date that the Commercial Operation Date has been postponed to, the total sum of the Penalties and termination fee that the Operator shall be liable to pay shall be limited to an amount corresponding to half (0,5) a year of maximum Subsidies in DKK (calculated as: *amount in DKK = 0,5 * Subsidy Rate (calculated as specified above) x Annual Quantity*)

20.6 **Remedy period and the DEA's right of termination (for cause)**

20.6.1 If the DEA considers a material breach of contract situation to have occurred and the cause for the material breach is rectifiable, the DEA shall notify the Operator thereof in writing, giving the Operator not less than thirty (30) Business Days' notice to remedy the situation. The causes for material breach set out in clause 20.5 items, a) – b), e) and g) – k) shall be deemed to be non-rectifiable, unless the DEA at its sole discretion determines otherwise at the time of occurrence of such cause(s) in which case the DEA shall set the terms for rectification.

20.6.2 If within the period in clause 20.6.1, the Operator fails to take the necessary action to rectify the breach or if the material breach is deemed to be non-rectifiable, the DEA shall be entitled to terminate the Contract for cause and to submit any claims against the Operator for any loss and damage suffered by the DEA due to such termination, see clause 22, and the Operator shall be liable for any Penalties incurred in accordance with Appendix 5, Subsidy and economy scheme, until the date of termination. For the year in which termination takes place, the Penalties shall be calculated proportionally, meaning that it is assumed that the Operator's performance would have remained

on the same level throughout the entire year and that the Penalties for that year are reduced proportionally taking into account the length of the period from 1 January until the date of termination.

20.6.3 In situations where several substantially the same or similar previous breaches are considered as a material breach of contract, the Operator shall as part of its remedy take appropriate and effective measures to reduce the risk of repetition in future.

20.6.4 However, the DEA shall in any event and notwithstanding clause 20.5.3 be entitled to terminate the Contract without further notice in case of reoccurrence of the same or substantially the same material breach of contract within a ninety (90) Business Days' period, provided that the remedy period, if any, to remedy the first occurrence of the material breach of contract has expired, see clause 20.6.1. In addition, the DEA shall in any event be entitled to terminate the Contract in case of other material breach of contract as stipulated in clause 20.5.

20.7 **No relevance to other remedies**

20.7.1 The DEA's exercise or non-exercise of its rights under clauses 20.5 – 20.6 shall be of no relevance to any other remedies under the Contract and governing law, see clause 27.1, and non-exercise shall not in any way constitute a waiver from the DEA.

21. LIABILITY

21.1 **General principles**

21.1.1 The Parties' liability towards each other in connection with the performance or non-performance of the obligations following from the Contract is subject to the ordinary rules of Danish law and damages shall also be claimed in accordance with the ordinary rules of Danish law, with the exceptions set out in the Contract.

For the sake of clarity, damages may also be claimed in respect of time spent by the DEA's personnel exclusively due to breach on the part of the Operator, as well as all external costs and expenditures in this connection.

However, the Parties shall not be liable for indirect losses, e.g. loss of profit unless such indirect loss is covered by the preceding paragraph. Loss of data shall be deemed to be an indirect loss

unless such loss is due to the Operator's performance or non-performance of its obligations related to any kind of processing of any data under the Contract.

21.1.2 The Operator shall be fully liable for any act or omission of its Sub-Suppliers.

21.2 **Joint and several liability**

21.2.1 If the Operator is a group of entities (e.g. a consortium) these entities shall be jointly and severally liable for the performance of the Contract. The entities shall appoint one representative to make binding decisions on behalf of all entities.

21.2.2 If the Operator is a group of entities (e.g. a consortium) and these entities either in connection with the award of the Contract or at a later stage, knowingly or by their conduct establish a separate legal entity that may incur separate liability (e.g. a partnership (in Danish: "*interessentskab*")) ("Partnership") for the purpose of fulfilment of the Contract, such Partnership will from the time the Partnership is established be jointly and severally liable for the performance of the Contract together with each entity forming the Operator and shall adhere to the Contract on the same terms as the group of entities forming the Operator. This shall not in any way affect the obligations of the group of entities forming the Operator, and these entities shall continue to be jointly and severally liable for the performance of the Contract, also in case a Partnership is established. The Partnership shall co-sign the Contract no later than one (1) month after the Partnership has been established or at the request of the DEA. However, the Partnership shall be liable as set out above from the time the Partnership is established, regardless of whether the Partnership co-signs the Contract. The group of entities forming the Operator must procure that the Partnership adheres to and co-signs the Contract.

21.3 **The Operator's indemnities**

21.3.1 The Operator shall at all times, at its own cost and expense, pay, defend (see clause 21.3.3) and indemnify the DEA for, from and against, all costs, expenses (including, without limitation, any fees for legal services necessary and fair to defend the DEA's position, court fees, fees to independent experts engaged by the DEA or appointed by the court, etc.), liabilities, claims, proceedings, damages and losses, as incurred and on demand, in any way arising from or connected with:

a) Any claim or action against the DEA by any third party that the ownership, possession or use by the DEA of the Deliverables (or any part of them) or other aspects of the CCS Activities

infringes the rights of whatever nature, including, but not limited to, Intellectual Property Rights, of that third party or any other third party;

b) any damage to property of third parties, death or injury to persons, arising out of, as a consequence of or in connection with the CCS Activities, for which the Operator is liable; and

c) regulatory fines, penalties, sanctions, interest or other regulatory monetary remedies incurred by the DEA as a result of the Operator's non-compliance with applicable law.

21.3.2 If any third party makes a claim, or notifies an intention to make a claim, against the DEA that may reasonably be considered likely to give rise to liability as provided for above, the DEA shall:

a) as soon as practically possible give written notice of the claim to the Operator, specifying the nature of the claim in reasonable detail;

b) not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Operator (such consent not to be unreasonably conditioned, withheld or delayed), but the DEA may settle the claim without obtaining the Operator's consent if the DEA reasonably believes that failure to settle the claim would be prejudicial to it in any material respect; and

c) give the Operator and its professional advisers access at reasonable times (on reasonable prior notice) to any relevant documents and records within the control of the DEA, so as to enable the Operator and its professional advisers to examine them and to take copies (at the Operator's expense) for the purpose of assessing the claim.

21.3.3 The DEA shall be entitled – but not obliged – to put the obligation on the Operator to defend the DEA's position in the DEA's name during any litigation, arbitration and / or settlement negotiations concerning matters covered by the Operator's indemnities under this clause 21.3, in any case at the cost of the Operator.

21.3.4 If the DEA does not put the obligation to defend the DEA's position in such litigation, arbitration or settlement negotiations on the Operator, the DEA will liaise with the Operator in order to bring the best possible defence forward, however at the discretion of the DEA.

21.4 **Liability Cap**

21.4.1 The total liability of each Party to the other Party shall be limited to an amount in DKK equal to one and a half (1,5) annual maximum Subsidies in DKK based on Subsidy Rate 2026 (calculated as: *the total liability of each Party in DKK = 1,5 * Subsidy Rate 2026 * Annual Quantity*), however see clause 21.4.2 and 21.4.3. The Subsidy Rate 2026 is for the purpose of the Liability Cap calculated as the Offered Rate (subject to indexation) in accordance with Appendix 5, Subsidy and economy scheme, clause 5.2.

21.4.2 After the last calendar year for which the Operator is subject to Penalty in accordance with Appendix 5, Subsidy and economy scheme, clause 14.1.2 and 14.1.3, (i.e. after 2031, if the Commercial Operation Date has not been postponed in accordance with the Contract) the total liability of the Operator shall, following the DEA's written notification hereof, be limited to an amount in DKK equal to three quarters (3/4) annual maximum Subsidies in DKK based on the applicable Actual Subsidy Rate (calculated as: *the total liability of the Operator in DKK = 0,75 * Actual Subsidy Rate applicable for the year prior to the year of the DEA's written notification set out in this clause 21.4.2 * Annual Quantity)* provided that:

a) the DEA has received the Annual Report, see Appendix 3, Requirements specification, R-8, for 2030, or, if the Commercial Operation Date has been postponed in accordance with the Contract, the Annual Report for the relevant year;

b) the Operator's performance has not given rise to payment of Penalties, or - if the Operator's performance has given rise to payment of Penalties - such Penalties have been paid in full; and

c) any other payments to be made by Operator to the DEA have been paid in full.

If an Actual Subsidy Rate has not been calculated for 2031 (or, if the Commercial Operation Date has been postponed in accordance with the Contract, calculated for the relevant year), the Liability Cap will be calculated on the basis of the weighted average Subsidy Rate, see Appendix 5, Subsidy and economy scheme clause 12.4.2.1 for 2031 (or, if the Commercial Operation Date has been postponed in accordance with the Contract, for the relevant year).

Provided that the conditions specified in litra a) - c) above are fulfilled, the DEA shall notify the Operator of the amount of the Operator's total liability no later than three months after the Operator has submitted the Annual Report. The Liability Cap calculated by the DEA as set out in this clause 21.4.2 shall become effective from the day after the DEA's written notification. Until then, the total liability of the Operator shall be as provided for in clause 21.4.1. The Liability Cap provided for in this clause 21.4.2 shall not be affected / reduced by any payments of Penalties, damages or any other type of claim made by the Operator to the DEA prior to the effective date of the new Liability Cap.

If the Commercial Operation Date has been postponed in accordance with the Contract (*hypothetical example postponed from 1 January 2030 to 1 December 2030 entailing that the Operator's non-performance will be subject to penalty until 1 December 2032*) the notification set out in this clause 21.4.2 shall be no later than three months after the Operator has submitted the Annual Report for the last calendar year for which the Operator is subject to Penalty in accordance with Appendix 5, Subsidy and economy scheme (*in the example the Annual Report for 2032*) and the

calculation of the Liability Cap will be based on the Actual Subsidy Rate calculated as part of the Annual Settlement for that last calendar year (*in the example 2032*) or, if applicable, the weighted average Subsidy Rate calculated for the said year (*in the example 2032*).

21.4.3 With effect from 1 July 2032 the total liability of the DEA shall be limited to an amount in DKK equal to three quarters (3/4) annual maximum Subsidies in DKK based on the Actual Subsidy Rate applicable for 2031 (calculated as: *the total liability of the Operator in DKK = 0,75 * Actual Subsidy Rate applicable for 2031*). If an Actual Subsidy Rate has not been calculated for the 2031, the Liability Cap shall be calculated on the basis of the weighted average Subsidy Rate for 2031, or if the Operator has not Stored any quantity of CO_2 in 2031, on the basis of the Offered Rate (subject to indexation) in accordance with Appendix 5, Subsidy and economy scheme, clause 5.2.

21.4.4 The Liability Cap covers all claims under the Contract with the exceptions set out in clauses 21.4.5 and 21.4.6.

21.4.5 The Liability Cap shall not apply to:

a) Fraudulent acts or omissions, acts or omissions prohibited by / in violation of law or approvals, licences or permits, gross negligence or willful misconduct;

b) The DEA's right to repayment of any Subsidy paid or to reduction of any Subsidy; and

c) The Operator's indemnities provided for in clause 21.3.

21.4.6 Furthermore, the Liability Cap shall not apply to the extent governing law, see clause 27.1, precludes or prohibits any exclusion or limitation of liability.

21.4.7 As also provided for in clauses 21.4.1 – 21.4.4 , the Liability Cap shall be limited to claims under the Contract. Thus, for the sake of clarity, the Liability Cap shall not entail any limitation of e.g. the Operator's liability under statutory law or the Operator's non-contractual liability (in Danish: "*erstatning uden for kontrakt*"), including such liability towards the DEA or any other Danish state body.

22. DAMAGES

22.1 Without prejudice to any other remedy stated in the Contract and in accordance with the general liability principles set out in clause 21.1, the Parties shall be entitled to claim damages for any loss or damage suffered due to the other Party's non-performance of the Party's obligations under the Contract, however subject to the Liability Cap set out in clauses 21.4.1 – 21.4.3 with the exceptions set out in clauses 21.4.5 and 21.4.6. To the extent the said loss or damage is subject to Penalties

and/or a termination fee according to clause 20.5.5, the amount of Penalties and/or termination fee received by the DEA shall be deducted.

23. FORCE MAJEURE

23.1 Force majeure events and suspension

23.1.1 If a Force Majeure event occurs, the Parties' obligations towards each other shall be suspended for the time being to the extent that they cannot be performed due to the Force Majeure event, provided that the Force Majeure situation is notified to the other Party with supporting arguments and particulars describing the nature and extent of the Force Majeure event. The notice must be received within thirty (30) Business Days after the Party in question finds or should have found a Force Majeure event to have occurred.

23.1.2 To this effect, Force Majeure is defined as an event:

a) outside the control of the Parties, and of a certain qualified nature (e.g. terrorism, sabotage, war, hostilities, riots, nuclear or natural disasters, epidemics and evacuation, as well as nationwide or sector-wide strikes, lock-outs or comparable industry-wide industrial actions; while this list is not exhaustive, only events of a comparable nature shall be included);
b) unforeseeable or not reasonably foreseeable at the deadline for submission of the Operator's offer; and furthermore,
c) not possible to overcome; neither by investments of work, nor money, etc.

23.1.3 For the avoidance of doubt, industrial disputes, strikes and events of a similar nature concerning the Operator or any Sub-Supplier – being confined to that party's own workforce and/or facilities – shall not be regarded as Force Majeure.

23.1.4 If the Operator's failure to perform under the Contract is due to failure by a Sub-Supplier, the Operator is exempt from performing his obligation only if:

a) the Operator is exempt under clauses 23.1.1-23.1.3; and

b) the Sub-Supplier would be so exempt if clauses 23.1.1-23.1.3 were applied to the Sub-Supplier.

23.1.5 If a Force Majeure event occurs after the Commercial Operation Date causing the Operator to be unable to Store the 2029-Quantity, if relevant, or the Annual Quantity, the 2029-Quantity, if relevant,

or the Annual Quantity may be proportionately reduced in the year(s) affected by the Force Majeure event based on the number of Days of the Force Majeure event falling within each such year relative to the number of Days in that year dependent on the date of the Commercial Operation Date specified in Sub-appendix 4.B, Project Schedule. For the calculation of the proportionately reduction reference is made to the hypothetical examples in clause 10.2.4, items a) – c).

23.2 **Continued force majeure**

23.2.1 If the Force Majeure event continues beyond twenty-four (24) months after a Party's Force Majeure notification under clause 23.1.1, the other Party (the Party who did not invoke the Force Majeure clause) shall be entitled – but not obliged – to terminate the Contract.

23.3 **No claim against the other party**

23.3.1 No Party shall have any claim against the other Party based on the occurrence of a Force Majeure situation.

24. DURATION AND TERMINATION FOR CONVENIENCE, ETC.

24.1 **Duration**

24.1.1 The Contract shall take effect on the date of signature and shall continue until the Operator has fully discharged its obligations after end of operation (the end of operation to be in in 2044, unless terminated earlier in accordance with the provisions of the Contract).

24.2 **Termination for convenience**

24.2.1 Subject to clauses 24.2.2 – 24.2.5 the Operator shall be entitled to terminate the Contract for convenience with a written notice of at least two (2) calendar years. However, termination can take effect no earlier than 31 December 2040, meaning the earliest possible notice (with a notice of two (2) calendar years) may be given on 30 December 2038.

24.2.2 From the date of expiry of the Contract due to termination pursuant to clause 24.2.1 and until (and including) 2044, the use of CO2 captured by the Carbon Capture Plant encompassed by Appendix 4, the Operator's Solution Description, and equal to the Annual Quantity must be limited to i) utilisation in such a way that the captured CO2 becomes permanently chemically bound in a product so that it does not enter the atmosphere under normal use, including any normal activity taking place after the end of the life of the product, or ii) use for the production of synthetic fuels in accordance with applicable EU law or iii) by permanent, geological storage. In this regard, prohibited use

of the captured CO2 includes, but is not limited to, CO_2 utilisation in short-lived products or processes that result in rapid re-emission into the atmosphere (such as production of beverages) and processes that lead to additional CO2 emissions (such as enhanced oil recovery). For the avoidance of doubt, this clause 24.2.2 applies notwithstanding whether the use of the captured CO2 is attributed to the Operator, its Sub-Supplier(s) or any third party.

24.2.3 From the date of expiry of the Contract due to termination pursuant to clause 24.2.1 and until (and including) 2044, the Operator shall annually submit a report to the DEA demonstrating the use of the captured CO2 in the given year and any documentation that the DEA may reasonably require to verify the use of the captured CO2. If the captured CO_2 has been permanently, geologically stored the report and documentation may consist of:

a) A copy of the annual emission report(s) and verification report(s) as described in Commission Implementing Regulation (EU) 2018/2066 based on the Operator's capture activities. This requirement applies only for Operators capturing CO2 from installations encompassed by Directive 2003/87/EC;

b) A copy of the sustainability report for the use of solid biomass fuels or biogas as described in chapter 4 of "Bekendtgørelse om bæredygtighed og besparelse af drivhusgasemissioner for biomassebrændsler og flydende biobrændsler til energiformål, m.v." (BEK nr 530 af 28/05/2024). This requirement applies only for Operators capturing CO2 from installations not encompassed by Directive 2003/87/EC;

c) A copy of the annual emission report(s) and verification report(s) as described in Commission Implementing Regulation (EU) 2018/2066 from the transport and Storage activities of the Operator's Value Chain; and

d) A copy of the annual Storage site report described in the EU's CCS Directive, containing all data and information pursuant to Article 14 of the EU's CCS Directive on e.g. the quantities and properties of the CO2 streams delivered and injected, including composition of those streams in the reporting period.

The report for a given year shall be submitted to the DEA no later than 1 February in the following year.

24.2.4 To the extent that the DEA finds that the captured CO2 in a given year has been utilised in a manner that is not in accordance with clause 24.2.2, the Operator shall pay a termination fee to the DEA equal to the termination fee in clause 20.5.5.

24.2.5 Aside from a possible payment of termination fee, see clause 24.2.4, neither Party shall be entitled to any payment or compensation from the other Party as a result of termination in accordance with this clause 24.2. For the avoidance of doubt, neither Party is entitled to claim damages for any loss or damage from the other party as a result of termination in accordance with this clause 24.2.

24.3 **Termination due to breach of public procurement law and other termination**

24.3.1 **Annulment by decision from the Danish Complaints Board for Public Procurement or the courts**

24.3.1.1 The DEA shall be entitled to terminate the Contract for convenience, in whole or in part, by giving adequate notice, if the DEA's decision to enter into the Contract is annulled (in Danish: "*annulleret*") by the Danish Complaints Board for Public Procurement or the courts in accordance with section 185(2) of the Danish Public Procurement Act.

24.3.1.2 If so, the Operator's possible claim for damages or other form of compensation shall be settled in accordance with the general rules of Danish law, but see clause 21.1 and 21.4. Furthermore, the above reservation for termination for convenience with a notice as stipulated shall be taken into account when calculating the Operator's loss.

24.3.1.3 If the Operator had knowledge of – or ought to have known – the factual or legal grounds leading to the annulment of the Contract, the Operator shall have no claim for damages or other form of compensation against the DEA.

24.3.2 **Decision by the Danish Complaints Board for Public Procurement or the courts to declare the Contract ineffective**

24.3.2.1 If the Danish Complaints Board for Public Procurement or the courts declare the Contract ineffective (in Danish: "*uden virkning*") in accordance with the Danish Act no. 593 of 2 June 2016 (in Danish: "*Lov om Klagenævnet for Udbud*") with the requirements etc. laid down in subsequent amendments applicable from time to time enacting the EU Directive 2007/66/EC, the DEA shall be entitled to terminate the Contract for convenience, in whole or in part, by giving notice in accordance

with the decision. If so, the Contract shall terminate, in whole or in part, as stated in the decision with effect from the time stipulated in the decision.

24.3.2.2 If the decision contains further conditions or requirements, the DEA shall be entitled to carry over such conditions or requirements in the termination against the Operator if this is objectively justified, in which case the Operator shall comply with them.

24.3.2.3 If so, the Operator's possible claim for damages or other form of compensation shall be settled in accordance with the general rules of Danish law, but see clause 21.1 and 21.4. Furthermore, the above reservation for termination for convenience with a notice as stipulated shall be taken into account when calculating the Operator's loss.

24.3.2.4 If the Operator had knowledge of – or ought to have known – the factual or legal grounds leading to the decision declaring the Contract "ineffective", the Operator shall have no claim for damages or other form of compensation against the DEA.

24.3.3 **Other termination**

24.3.3.1 The DEA may in accordance with section 185(1) of the Danish Public Procurement Act terminate the Contract for convenience, in whole or in part, if:

a) the Contract has been subject to a change of fundamental elements which would have required a new procurement process pursuant to Section 178 of the Danish Public Procurement Act;
b) at the time of the award of the Contract, the Operator was subject to one of the situations in the Danish Public Procurement Act, sections 135 – 136 or, if applicable, 137, and therefore should have been excluded from the procurement process;
c) during the term of the Contract, the Operator becomes subject to one of the situations in the Danish Public Procurement Act, sections 135 – 136 or, if applicable, 137, and cannot document its reliability pursuant to Section 138; or
d) the Contract should not have been awarded to the Operator due to a serious breach of the obligations under the Treaties and the Directive established by the Court of Justice of the European Union in the context of a procedure pursuant to Article 258 TFEU.

24.3.3.2 The DEA shall be entitled to terminate the Contract without notice if it is established by final decision or judgment that the Operator has been awarded the Contract by submitting an offer, the content

of which is in breach of mandatory rules of law, provided that the unlawful content has had an impact on the award of the Contract.

24.3.3.3 In regards of the circumstances in clause 24.3.3.1, item b), the DEA shall give the Operator an appropriate deadline to prove its reliability, see section 138 of the Danish Public Procurement Act. Similarly, the DEA shall give the Operator an appropriate deadline to demonstrate its reliability, see section 138 of the Danish Public Procurement Act, if the exclusion ground concerns an entity on which the Operator relied for prequalification, see section 144(5) of the Danish Public Procurement Act. The DEA shall be entitled to demand that the CCS Activities under the Contract be suspended during the documentation period. The Operator shall not be entitled to payment while the CCS Activities are suspended, nor shall the Operator be entitled to compensation as a result. If the Operator's reliability is not documented to the DEA's satisfaction within the expiry of the deadline, the DEA shall be entitled to terminate the Contract with a notice of three (3) months. If the exclusion ground concerns a participant of a group of entities (e.g. a consortium), and the reliability of the participant concerned is not documented to the DEA's satisfaction before the expiry of the deadline, the DEA may, as an alternative to termination of the Contract, request the Operator to replace the participant concerned to the extent possible under applicable procurement law rules. If the exclusion ground concerns an entity on which the Operator relied for prequalification, and the reliability of the entity concerned is not documented to the DEA's satisfaction before the expiry of the deadline, the Operator shall replace the entity and inform the DEA who the entity is replaced by. In addition, any replacement of Sub-Suppliers shall be in accordance with clause 5.

24.3.3.4 In regards of the circumstances in clause 24.3.3.1, item c), if the Operator or an entity on which the Operator relied for prequalification during the term of the Contract become subject to an exclusion ground as stated in sections 135 and 136, or if applicable, 137, of the Danish Public Procurement Act, the Operator shall immediately notify the DEA of this in writing. In addition, the provisions of clause 24.3.3.3 shall apply mutatis mutandis.

24.3.3.5 In regards of the circumstances in clauses 24.3.3.1, items a) and d), the DEA shall be entitled to terminate the Contract without notice.

24.3.3.6 If the DEA terminates the Contract due to circumstances mentioned in items a) and d) in clause 24.3.3.1, the Operator's possible claim for damages or other form of compensation shall be settled

in accordance with the general rules of Danish law, see however clause 21.1 and 21.4. Furthermore, the above reservation for termination for convenience with a notice as stipulated shall be taken into account when calculating the Operator's loss.

24.3.3.7 However, if the Operator had knowledge of – or ought to have known – the factual or legal grounds leading to the termination of the Contract, the Operator shall have no claim for damages or other compensation as a result of the termination against the DEA.

24.3.3.8 If the DEA terminates the Contract due to circumstances mentioned in item b) or c) in clause 24.3.3.1 and clause 24.3.3.2, the Operator shall have no claim for damages or compensation against the DEA.

25. OBLIGATIONS RELATED TO TERMINATION

25.1 In case of termination of the Contract, regardless of the reason, the Operator shall be obliged to provide to the DEA all information, data, reporting, documents, etc. required to be provided by the Operator under the Contract at the time of termination.

26. SEVERANCE AND SURVIVABILITY

26.1 Severance

26.1.1 If any provision or clause of the Contract is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all remaining portions hereof.

26.1.2 The Parties shall agree on new provisions or clauses to replace the ones being held to be ineffective, unenforceable or illegal, with due respect of the rules on public procurement and taking into consideration the intention and purpose of the provisions having been held to be ineffective, unenforceable or illegal.

26.2 Survivability

26.2.1 The Parties agree and acknowledge that the following provisions of the Contract shall survive the expiry or termination, for whatever reason, of the Contract and remain in force indefinitely:

a) The Operator's obligation to ensure Storage of the CO_2 captured
b) The provisions regarding Intellectual Property Rights in clause 12
c) The Operator's warranty under clause 15.2.
d) The Parties' obligations under clause 17 regarding confidentiality

e) The Operator's obligation to pay Penalties under clause 20.3
f) The Operator's indemnities under clause 21.3
g) The provisions of clause 27.1 regarding governing law
h) The provisions of clause 27.2 regarding dispute resolution

26.2.2 The Parties agree and acknowledge that clauses 24.2.2 – 24.2.3 concerning the Operator's use of captured CO_2 shall survive the termination of the Contract pursuant to clause 24.2.1 and remain in force from the date of expiry of the Contract and until (and including 2044), and clause 24.2.4 shall remain in force until the Operator has paid a termination fee, if applicable.

27. GOVERNING LAW AND DISPUTE RESOLUTION

27.1 Governing law

27.1.1 The Contract and any dispute arising out of or in connection with it shall be subject to Danish law, substantive as well as procedural, however excluding its choice-of-law rules.

27.2 Dispute resolution

27.2.1 The parties shall seek to resolve all disputes arising out of this Contract or in connection with it through negotiations between the Parties, which shall be conducted constructively by each Party.

27.2.2 Any dispute arising out of or in connection with this Contract, including any disputes about the existence, validity or termination thereof, or the legal relation established by this Contract, which the Parties are unable to resolve through negotiations as stated in clause 27.2.1, shall be settled by the ordinary courts of law under the jurisdiction of the City Court of Copenhagen.

28. COUNTERPARTS AND SIGNATURE

28.1 Counterparts

28.1.1 The Contract shall be signed in two (2) counterparts, both of which taken together shall constitute one single Contract between the Parties hereto.

28.2 Signatures of the Parties

For the DEA
Date:

For the Operator
Date:

Name: […]
Title: […]

Name: […]
Title: […]

28.3 **Signatures of Partnership formed with the purpose of the Contract**

28.3.1 As described in clause 21.2.2, if the Operator is a group of entities and forms a Partnership for the purpose of fulfilment of the Contract, such separate Partnership will from the time the Partnership is established be jointly and severally liable for the performance of the Contract with each entity forming the Operator and shall adhere to the Contract on the same terms as the group of entities forming the Operator.

28.3.2 The Partnership listed below has assumed joint and several liability together with each entity forming the Operator with regard to the Contract. This implies that the Partnership has assumed liability for the performance of the Contract on equal terms with each entity forming the Operator. The Partnership shall hold the same right as the Operator to raise objections if the Partnership considers an alleged breach of the Contract to be unascertained. The liability of the Partnership shall remain in force until the expiry of the obligations included under the Contract. The Partnership has by its signature to the Contract accepted all terms of the Contract.

For the Partnership
Date:

Name: […]
Title: […]