TERMS OF AGREEMENT BETWEEN PRIVATE CUSTOMER AND GNP ENERGY NORGE AS – Updated: 01.10.2019

1. GENERAL

A. Unless otherwise stated in the terms below, the Standard Power Delivery Agreement, "Standard Kraftleveringsavtale "negotiated by Energi Norge and the Consumer Ombudsman applies.

- B. By entering into this agreement, the customer authorizes GNP Energy Norge to obtain the necessary information and to implement and enrol the supplier change in the power industry's public data centre "Elhub."
- C. Personal data provided in connection with the agreement shall be treated confidentially and in accordance with the requirements of the Personal Data Act. GNP Energy Norge uses the personal data provided in connection with the agreement conclusion to the management of the customer relationship, including the implementation of power deliveries and invoicing. The personal data will also be used to distribute information and offers related to customer's contractual relationship. This also applies to distribution via electronic channels pursuant to section 15 of the Marketing Act, including e-mail and SMS. Customers who do not wish to receive such information may choose to do so by contacting GNP Energy Norge.

2. DELIVERY TERMS

A. GNP Energy Norway offers electricity to customers across the country, and these terms/products include private customers.

- B. GNP Energy Norway may obtain credit ratings and refuse/terminate customer relationships without offering other justification. Upon refusal, all GNP Energy Norway's obligations are waived under the agreement in full. Communication is preferably electronically.
- C. GNP Energy Norway is not liable for any consequences of any breach of contract between the customer and the former electricity supplier due to termination of power delivery.
- D. GNP Energy Norway must have received the meter info from the customer in order to start the power delivery. The measuring must not be older than 20 days. The power delivery from GNP Energy Norge usually starts 2-3 weeks after an agreement has been approved.
- E. In the case of telemarketing sales and selling outside a fixed point of sale, special rules applies to the right of withdrawal from the agreement, based on "Angrerettloven". The customer gives GNP Energy Norway the right to initiate a start-up before the expiry of the 10-day deadline. If the customer uses the right of withdrawal, the power delivered must be paid for until delivery has ended. Customer will be responsible for changing to desired supplier.
- F. When moving, the agreement follows the customer to the new address. GNP Energy Norge is authorised to obtain the necessary information from the online owner for the registration of GNP Energy Norge as a supplier at the new address. Before moving, customer must contact GNP Energy Norge for continuation of the Power agreement.

3. POWER DELIVERY AGREEMENTS

A. "Folkepakka" is a managed agreement in which GNP Energy Norge continuously makes purchases on future deliveries of electricity based on the situation in the market. The customer's price appears monthly on invoice. "Folkepakka" has a fixed part of NOK 49 per meter per month. No fixed agreement time unless otherwise stipulated. The agreement is billed monthly in advance.

- B. The "Folkepakka Garanti" is a managed agreement with a price ceiling, so that one always has a safety against high electricity prices. GNP Energy Norge makes continuous procurement and price assurances of electricity based on the situation in the market. Such purchases are made continuously based on the current market view by GNP Energy Norway. The customer's price appears monthly on invoice. The "Folkepakka Garanti" has a fixed part of NOK 49 per meter per month. 1-year contract time based on that the price will never exceed the applicable price cap at the time of settlement. The agreement is billed monthly in advance.
- C. "Trygghetspakka" is a managed agreement in which GNP Energy Norway continuously makes purchases and price assurances based on the situation in the market. Such purchases are made continuously based on the current market view by GNP Energy Norge. The agreement also gives you a top 10 guarantee that on an annual basis your agreement will be among the 10 most affordable agreements, compared to a representative list of other electricity providers. The customer's price appears monthly on the invoice. "Trygghetspakka" has a fixed part of NOK 79 per meter per month. 12 month contract time. The agreement is billed monthly in advance.
- D. "Marked" The spot price agreement is calculated as an average spot price per month and is based on the Nord Pool's price in the customer's delivery area. The customer's price is monthly billed incl. VAT and mark-up. The spot price has a fixed part of NOK 39 per meter per month. The agreement has to be booked through our websites. No fixed contract time.
- E: "Marked Kampanje" is calculated as an average spot price per month and is based on the Nord Pool's price in the customer's delivery area. The customer's price is monthly billed incl. VAT and mark-up. The agreement is invoiced in arrears. The agreement has to be booked through our websites and is only available to new customers. No fixed contract time.
- F. "Marked Online" is calculated as an average spot price per month and is based on the Nord Pool's price in the customer's delivery area. The customer's price is monthly billed incl. VAT and mark-up. The agreement is invoiced in arrears. The spot price has a fixed part of NOK 39 per meter per month. The agreement has to be booked through our websites. No fixed contract time. The agreement requires "AvtaleGiro" and "E faktura". If this is not done within 14 days of the first invoice, GNP Energy Norge will add a monthly fee of NOK 99,-.
- G. "Flytende pris Kampanje" follows market fluctuations throughout the year, but the price does not change as often as spot prices. The current price is displayed on our website, "Min Side", as well as the Consumer Council page www.strompris.no. The price can be changed with two weeks ' notice and is notified by email or letter. The agreement is invoiced monthly in arrears. The agreement is booked via our website and can only be ordered by new customers. The promotional price is valid for 1 month, after which the agreement is transferred to "Flytende pris Standard." No fixed contract time.
- H. "Flytende pris Online" follows market fluctuations throughout the year, but the price does not change as often as the spot price. The current price is displayed on our website, "Min side", as well as the Consumer Council page www.strompris.no. The price can be changed with two weeks ' notice and is notified by email or letter. The agreement is invoiced monthly in arrears. The agreement is booked through our websites. The agreement requires "AvtaleGiro" and "E faktura". If this is not done within 14 days of the first invoice, GNP Energy Norge is free to change the product to the "Folkpakka". No fixed contract time.
- I. "Flytende pris Standard" follows market fluctuations throughout the year, but the price does not change as often as the spot price. The current price is displayed on our website, "Min side", as well as

the Consumer Council page www.strompris.no. The price can be changed with two weeks' notice and is notified by email or letter. The agreement is invoiced monthly in arrears. The agreement is booked through our websites. No fixed contract time.

- J. "Flytende pris Online" follows market fluctuations throughout the year, but the price does not change as often as spot price. The current price is displayed on our website, "Min side", as well as the Consumer Council page www.strompris.no. The price is subject to change with two weeks ' notice and will be notified by email or letter. "Flytende pris Online" has a fixed price part at 19 NOK per meter per month. The agreement is invoiced monthly in arrears. The agreement is booked through our websites. The agreement requires "AvtaleGiro" and "E faktura"invoice. If this is not set up within 14 days of the first invoice, GNP Energy Norge is free to change the product to the "Folkepakka". No fixed contract time.
- K. "Flytende pris" follows market fluctuations throughout the year, but the price does not change as often as spot prices. The current price is displayed on our website, "Min Side", as well as the Consumer Council page www.strompris.no. The price is subject to change with two weeks 'notice and will be notified by email or letter. "Flytende pris" has a fixed rate of NOK 39 per meter per month. The agreement is invoiced monthly arrears. The agreement is booked through our websites. No fixed contract time.
- L. "Innkjøp 49" is GNP Energy Norway's purchase price, with associated costs for the purchase of electricity certificates and a proportional proportion of costs associated with operating as a power supplier. The customer's price appears monthly on invoice. The purchase price a fixed rate of NOK 49 per meter per month. No fixed contract time unless otherwise agreed. The agreement is billed monthly in advance.

"Grønt Valg" assures that you get 100% renewable energy associated with your power agreement. GNP Energy Norge ensures that the corresponding amount of current that the customer consumes is produced from renewable sources. This contributes to the increased production of renewable energy. Green options have a fixed price part of NOK 49 per meter per month. No fixed contract.

4. TERMINATION POLICIES

- A. Agreements without an agreed termination date may be terminated by each party with 14 days ' written notice, without any reason whatsoever.
- B. Agreements entered into with price assurance and/or fixed contract time imply a mutual obligation and may not be terminated during the contract period unless the customer wishes pay for the remaining time of the contract. Customer may buy out of the agreement by covering GNP Energy Norway's losses as a result of the agreed delivery not being completed. The compensation is calculated by adding the basis difference between the agreed price and an average of the future price of the Nasdaq OMX for the remaining months of the contract. The minimum amount associated with a buy-out is 150 kr per meter per month remaining in the agreement time (maximum 12 months).

5. PRICE AND PAYMENT TERMS

A. "Spotpris" and "Flytende pris" power agreements are billed in arrears for a period of 1 month. "Folkepakka", "Folkepakka Garanti", "Trygghetspakka", and "Innkjøp 49" are billed in advance for a period of maximum 10 weeks. The difference between paid advance and real consumption (based on meter reading) is calculated on each invoice when the meter reading is received from the customer's line owner. The same applies to the ratio of the estimated price and actually settled price. If the

customer has paid too much, this will come as a deduction on the next invoice. If the customer has paid too little, this will be added on the next invoice.

- B. GNP Energy Norge has an invoice fee of NOK 49 per invoice. Email invoice or AvtaleGiro, E-Invoice and VIPPS invoices are free of charge for customer.
- C. If the customer does not pay the invoice by due date, GNP Energy Norge may send a collection notice to the customer's registered mobile phone number. Interest is incurred for non-payment within due date. The delay rates are in addition to the collection fee. GNP Energy Norge uses the interest rate set by the Ministry of Finance.
- D. The current price is indicated incl. Sales tax. and electrical certificate. In the event of any change in government fees, the electricity price will change as a result. This also applies to electricity products with an agreed electricity price.

6. MODIFICATION OF CONDITIONS

- A. Change in price items and terms will be notified in accordance with Energi Norges' standard agreement, this means that change in price or conditions will be notified directly at least 14 days before the change takes effect. If the change is substantial, the agreement may be raised with immediate effect if the customer does not accept the change.
- B. The price items can be adjusted annually according to the change in the consumer price index, last 12 months, and will also be notified in accordance with Energi Norges' standard agreement.
- C. GNP Energy Norge may assign the Agreement and its obligations hereunder to a third party without obtaining authorization from the customer.

7. Other Terms and Conditions

For points not regulated in these terms, Energi Norges' standard agreement for the provision of electrical power applies. If there is a conflict between the Energi Norges' standard agreement and these terms, these regulations applies. These terms apply in addition to any special agreement between the parties regarding delivery of a specific power products. If there is a conflict between the special agreement and these terms, the terms of the Special Agreement apply.