

Unofficial translation

**MARKET AGREEMENT FOR  
FAST FREQUENCY RESERVE  
BALANCING SERVICE PROVIDER OY  
and  
FINGRID OYJ**

## **1 PURPOSE OF AGREEMENT**

XXXXXX, business identity number YYYYYYY-Y (hereinafter Balancing Service Provider), and Fingrid Oyj, business identity number 1072894-3 (hereinafter Fingrid), have made the following agreement (hereinafter FFR Market Agreement) concerning Balancing Service Provider's contribution to the maintaining of Fast Frequency Reserve.

## **2 VALIDITY OF AGREEMENT**

This Agreement shall enter into force once both parties have signed it.

This Agreement shall be valid until further notice.

## **3 REQUIREMENTS IMPOSED ON RESERVE CAPACITY AND MAINTAINING OF RESERVE**

In their operations covered by this Agreement, the contracting parties shall follow the below valid appendices of this Agreement.

- 1) Terms and conditions for providers of Fast Frequency Reserves (FFR)
- 2) The technical requirements and the prequalification process of Fast Frequency Reserves (FFR)
- 3) Fingrid's Supplier Code of Conduct

The control properties of reserve capacity verified by means of prequalification tests are listed in an electronic data system (RESTORE).

Fingrid has the right to amend the terms of the appendices. Fingrid shall notify of the changes in writing no later than one (1) month before the change takes effect.

## **4 RESERVE CAPACITY COVERED BY THE AGREEMENT**

Balancing Service Provider can participate in the FFR Market maintained by Fingrid by means of the reserve capacity specified in the RESTORE data system.

## **5 FEES**

Fingrid shall pay a fee to Balancing Service Provider for Balancing Service Provider's contribution to the maintaining of the Fast Frequency Reserve in the FFR Market. The principles of the determination of the fees based on this Agreement have been laid down in Appendix 1.

## **6 TERMS OF PAYMENT**

Balancing Service Provider shall send any invoices for the maintaining of reserves to Fingrid in accordance with Appendix 1.

## **6.1 Complaints**

When necessary, a contracting party shall make complaints regarding the invoice in writing. The other party shall inspect the invoice and send the necessary correction invoice without delay. The complaint does not exempt a party from the payment obligation by the due date unless otherwise agreed upon in each case.

## **6.2 Interest on arrears**

If a payment to be made by a contracting party is delayed, the party in question shall pay the annual penalty interest stated on the invoice from the due date to the date of receipt of the payment. The annual penalty interest is in accordance with the valid Interest Act.

## **6.3 Value-added tax**

In addition to the fees specified in this Agreement, Fingrid shall pay Balancing Service Provider the value-added tax valid at any given time.

## **7 FORCE MAJEURE**

In the event of force majeure, the contracting parties have the right to restrict the maintaining of reserves or to interrupt it entirely.

Force majeure is considered to be an event beyond the control of a contracting party which was not known to the contracting parties when this Agreement was being concluded and which could not have been prevented by a contracting party or the effects of which could not have been avoided by reasonable measures and which make the maintaining of the reserves in accordance with the Agreement impossible, complicate it essentially or otherwise make it unreasonable.

Cases of force majeure include war, a country's internal unrest, mischief, sabotage, explosion, fire, long-term fault at a power plant, storm or other exceptional weather conditions, general interruption in traffic, strike or stoppage of a key employee group, lock-out ordered by an employer organisation, measures by authorities, or other reason with as significant and unusual consequences.

Balancing Service Provider shall inform Fingrid of the occurrence of force majeure, its estimated duration as well as its end without delay. For this period, Fingrid shall not be obliged to pay the fees specified in this Agreement to Balancing Service Provider.

## **8 DAMAGES**

The contracting parties are not liable for damage or loss which is the result of performances or neglect covered by this Agreement unless the damage or loss is indicated to have been caused by wilful conduct or more than slight negligence of a contracting party or person(s) employed by it. The contracting parties are not liable to each other for indirect or consequential damage or loss, such as unreceived profit, loss of production, damaged raw material, restarting of production, or damage or loss caused by a contracting party to a third party.

## **9 TRANSFER, AMENDMENT AND CANCELLATION OF AGREEMENT**

### **9.1 Transferring the Agreement**

A contracting party is allowed to transfer this Agreement to a third party through the written consent of the other contracting party.

### **9.2 Amending the Agreement**

Wherever possible, the contracting parties shall agree in advance on the impacts of significant changes in the properties of the reserve capacity on the volume of reserves maintained.

If the use of the reserve capacity covered by this Agreement finishes or changes essentially as a result of changes taking place in the reserve unit in question, it shall be omitted from the maintaining of reserves. Balancing Service Provider shall agree on the omission of the reserve capacity from the scope of the Agreement with Fingrid well in advance.

### **9.3 Termination and cancellation of Agreement**

Each party may terminate this Agreement at one (1) month's period of notice.

A contracting party has the right to cancel this Agreement if the other party has essentially breached this Agreement. Essential breaches include neglecting the maintaining of reserves, conscious changing of control settings so that the control properties are changed significantly, and neglecting to provide the account conforming to the terms concerning control capability.

## **10 DISPUTES**

Any potential disputes caused by this Agreement, which cannot be solved through mutual negotiations, are to be solved by the Helsinki District Court as the first instance if the contracting parties do not agree in writing on another procedure.

## **11 CONFIDENTIALITY**

A contracting party is allowed to surrender confidential information related to this Agreement to a third party only through the written consent of the other party. However, Fingrid may, without a separate consent given by Balancing Service Provider, surrender confidential information relating to the Agreement to a third party for a research study commissioned by Fingrid, concerning the functioning or development of the reserve market. In this case, Fingrid shall sign a non-disclosure agreement with the third party, in which agreement the third party agrees not to forward party-specific information during or after the research study. The other contracting party shall be informed in advance of the surrender of information for the above-mentioned research purposes.

Notwithstanding the above-mentioned, the contracting parties may surrender confidential information related to the Agreement, without a separate consent given by the contracting party, to the authorities under its statutory disclosure obligation.

Fingrid has the right to publish the names of the contracting parties.

## 12 OTHER TERMS OF AGREEMENT

Each party shall contribute to the implementation of this Agreement. The contracting parties shall provide each other without delay with the necessary information required by the application of this Agreement, aiming at as automatic data transfer as possible.

Balancing Service Provider shall inform the balance responsible party of the reserve unit of the existence of this Agreement.

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This Agreement has been drawn up and signed in two identical copies, one copy for each party.

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Place and date

BALANCING SERVICE PROVIDER OY

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Place and date

FINGRID OYJ

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### Appendices:

1. Terms and conditions for providers of Fast Frequency Reserves (FFR)
2. The technical requirements and the prequalification process of Fast Frequency Reserves (FFR)
3. Fingrid's Supplier Code of Conduct