

Unofficial translation

**MARKET AGREEMENT FOR AUTOMATIC  
FREQUENCY RESTORATION RESERVE  
BALANCING SERVICE PROVIDER  
and  
FINGRID OYJ**

## **1 PARTIES TO THE AGREEMENT AND INTENT OF THE AGREEMENT**

XXXXXX, Business ID: YYYYYYYY-Y (hereinafter the Balancing Service Provider) and Fingrid Oyj, business ID 1072894-3 (hereinafter Fingrid), have made the following agreement concerning Balancing Service Provider's contribution to the market of automatic Frequency Restoration Reserve (aFRR) maintained by Fingrid.

For the Balancing Service Provider to participate in the Energy and Capacity Markets of aFRR, it shall, in addition to this Agreement, enter into an Imbalance Settlement Agreement or a Balancing Service Settlement Agreement with the Imbalance Settlement Unit designated by Fingrid.

## **2 VALIDITY OF AGREEMENT**

This Agreement shall enter into force once both parties have signed it and Fingrid has received its designated Imbalance Settlement Unit's notification of a section 1 Imbalance Settlement Agreement or Balancing Service Settlement Agreement in place with the Balancing Service Provider.

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 automatic Frequency Restoration Reserves (aFRR)
2. The technical requirements and the prequalification process of Automatic Frequency Restoration Reserve (aFRR)
3. Fingrid's Supplier Code of Conduct

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**

The Balancing Service Provider may contribute to the market of automatic Frequency Restoration Reserve (aFRR) maintained by Fingrid by providing reserve capacity, about which the information listed in Appendix 2 has been provided. Details on Reserve Units are maintained in an electronic information system.

## **5 FEES AND TERMS OF PAYMENT**

### **5.1 Principles for determining fees**

The principles for determining the fees based on this Agreement are defined in Appendix 1.

## **5.2 Terms of payment**

The terms of payment are specified in Appendix 1.

## **6 FORCE MAJEUR**

In the event of force majeure, the contracting parties have the right to restrict the maintaining of reserves or to interrupt it entirely, as specified in Appendix 1.

## **7 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 willful 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.

Fingrid is not liable for damage or loss which is the result of a defective activation signal sent by Fingrid.

## **8 TRANSFER, TERMINATION AND CANCELLATION OF AGREEMENT**

### **8.1 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.

### **8.2 Termination and cancellation of the 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. Instead of cancelling of the Agreement, Fingrid has also a right to temporarily exclude Balancing Service Provider from the aFRR markets, as defined in Appendix 1.

## **9 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.

## **10 CONFIDENTIALITY**

A contracting party is allowed to deliver confidential information related to this Agreement to a third party only through the written consent of the other party.

Notwithstanding the above-mentioned, Fingrid may deliver confidential information to its service provider without the consent of the Balancing Service Provider for the purpose of arranging the acquisition of reserves, the maintenance and development of the reserve

markets and the acquisition of market surveillance services. Prior to delivering of the information, Fingrid shall sign a non-disclosure agreement with the service provider in question, which restricts the use of the contract-specific information to above-mentioned purposes.

In addition, the contracting parties may deliver confidential information related to the Agreement, without a separate consent given by the contracting party, to the authorities under its statutory disclosure obligation.

For the sake of clarity, information on the existence of the Agreement and the parties to the Agreement is not confidential. Fingrid has the right to publish this information.

## **11 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.

Balancing Service Provider shall have a valid Imbalance Settlement Agreement or Balancing Service Settlement Agreement with the Imbalance Settlement Unit designated by Fingrid. At the moment of signing this Agreement the Imbalance Settlement Unit is eSett Oy.

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This Agreement is digitally signed. Contract parties are responsible for their own behalf on archiving the agreement properly.

Appendices:

1. Terms and conditions for providers of automatic Frequency Restoration Reserves (aFRR)
2. The technical requirements and the prequalification process of Automatic Frequency Restoration Reserve (aFRR)
3. Fingrid's Supplier Code of Conduct