

STANDARD TERMS AND CONDITIONS TEMPLATE

STANDARD TERMS AND CONDITIONS BETWEEN FINEXTRA OY AND THE ACCOUNT HOLDER

1. Definitions

Term	Meaning
AIB Communications Hub or “Hub”	A commercial website operated on behalf of AIB which provides coordination and synchronisation services, distributing messages and acknowledgements between the registries of Hub users. The Hub is defined in detail in Document HubCom;
Association of Issuing Bodies or “AIB”	The international scientific association constituted in accordance with the Belgian law of 25 October 1921 (as amended), under nr. 0.864.645.330, under the name of “Association of Issuing Bodies”;
Certificate	A certificate, record or guarantee (in any form including an electronic form) in relation to: (a) attributes of the Input consumed in the production of a quantity of Output, and/or (b) attributes of the method and quality of the production of a quantity of Output;
Certification Scheme	A legislative, administrative and/or contractual framework establishing a system of Certificates;

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Competent Body	In relation to the exercise or discharge of any legislative, governmental, regulatory or administrative function with respect to any Domain, the body duly authorised under the laws and regulations of the state (and, as the case may be, region) in which such Domain is situated to exercise or discharge that function, and, in relation to any Guarantee of Origin or Support Certificate the body duly authorised by the State under the relevant Legislative Certification Scheme to issue that Guarantee of Origin;
Data Log	The Record of Transactions of the AIB Communication Hub (the Transfer Log);
Domain	An area containing Production Devices with respect to which a Hub user is a Competent Body;
Domain Protocol	In connection with a Domain, a document describing the procedures and regulatory provisions regarding GOs for that Domain;
EECS Rules	The Principles and Rules of Operation of the European Energy Certificate System;
Guarantee of Origin (or “GO”)	An electronic document (Certificate) issued by a Competent Body under the laws of a State as a guarantee of the nature and origin of energy for the purpose of providing proof to a final customer that a given share or quantity of energy, as the case may be : (i) was produced from the energy source to which the guarantee relates; (ii) was produced by the specified technology type to which the guarantee relates; and/or (iii) has, or the Production Device(s) which produced it has (or have) other attributes to which the guarantee relates;
HubCom	The document known as “Hub User Compliance Protocol” and subtitled “EECS Rules - Subsidiary Document AIB-PRO-SD03: EECS Registration Databases”;
Hub user	A Competent Body or Registry Operator which uses the Hub for Transactions,
Input	An amount of a specific type of energy or material goods consumed by a Production Device using combustion technology in the production of Output;
Integrity	The accuracy and consistency of retained and transmitted data, indicated by an absence of any alteration in data during its retention and its transmission from a Sender to a Receiver. Data integrity is maintained through the use of error checking and validation routines;

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Legislative Certification Scheme	A Certification Scheme implemented pursuant to the law of any EU Member State or a State bound to the EU by a Treaty requiring the mutual recognition of GO's;
Output	An amount of energy or material goods yielded by a Production Device and measured by a Measurement Body, being either (i) electricity, (ii) fuel, or (iii) heat;
Participant	A Registrant or Account Holder;
Production Device	A separately measured device or group of devices that produces an Output;
Registrant	A person in whose name a Production Device is registered from time to time in a Registry for the purposes of the issue of Certificates;
Registration Database (or "Registry")	A database operated by a Hub user or a Registry Operator on behalf of a Hub user, comprising: (a) Transferables and Cancellation Accounts and the Certificates in those Accounts; (b) Details of Production Devices and information provided in connection with the registration of Production Devices; (c) Details of Certificates which have been transferred out of that Registry;
Transaction	Any communication made and identified as a transfer between Registries regarding GOs, to which an electronic message refers.

2. Purpose

This document is an Agreement (hereinafter called "the Agreement") between Finextra Oy (hereinafter called the AIB Hub Participant) and the Account Holder.

This Agreement sets out the terms and conditions upon which the AIB Hub Participant is prepared to provide Transaction services regarding GOs to the Account Holder via the AIB Communication Hub as contemplated by the rules described in the Domain Protocol and the HubCom Protocol issued by the AIB.

Where Transactions are performed upon the request of the Account Holder or involving the Account Holder, in accordance with this Agreement, the rules described in the Domain Protocol and all applicable technical requirements, and the Parties involved do not claim in due time that the Transaction was in any way erroneous, the Account Holder shall in good faith accept the legal consequences of such Transaction.

3. Compliance with the rules described in the Domain Protocol

Registrants of Production Devices become eligible to receive Guarantee of Origin (GO) Certificates under a specific Legislative Certification Scheme by contractually committing themselves with the Competent Body responsible for the relevant Domain (under the AIB Hub Participant's Standard Terms and Conditions) to comply with the rules described in the Domain Protocol. The Registrant will also be subject to applicable legislation. In case of conflict between the Domain Protocol and the terms and conditions the former shall prevail.

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4. Obligation to inform

Each party shall contribute to the implementation of this Agreement, to the extent that both parties shall provide each other without delay all necessary information required by the application of this Agreement. If the operation of a Production Device of the Account Holder no longer conforms to the reported information, the Account Holder shall inform the AIB Hub Participant immediately about the change.

Both parties assure that they have the legal right to process and disclose personal data to each other in order to implement this Agreement. Each Party shall be responsible for ensuring that the subject of the personal data is aware of the transfer of data to the other Party.

5. Information systems

The AIB Hub Participant issues GOs by using an electronic registry (Registration Database).

The Account Holder shall arrange, at his own cost, the necessary information technology architecture and interfaces which the Account Holder needs in order to use the Registration Database. The Account Holder shall be responsible for sufficient and state of the art methods and technologies that safeguard data security and integrity relating to the use of the Registration Database.

The AIB Hub Participant has the right to change the IT prerequisites for the use of the Registration Database. The AIB Hub Participant shall inform the Account Holder in writing at least 30 calendar days prior to the implementation of material changes. In urgent cases changes can be made without prior notice. The AIB Hub Participant shall then inform the Account Holder in writing as soon as possible after the change has been made.

The AIB Hub Participant shall inform the Account Holder as soon as possible in advance of planned unavailability of the Registration Database. The Account Holder shall be informed of other unavailability preventing the use of the Registration Database as soon as possible.

The Account Holder shall respect the technical requirements and rules of conduct described in the Domain Protocol.

The AIB Hub Participant has the right to prevent or restrict the use of the Registration Database service by the Account Holder if there is misuse of the system or if the Account Holder has not fulfilled its contractual obligations.

6. Liability

The Account Holder shall at all times act in accordance with the applicable legal provisions and the Domain Protocol of the relevant Domain.

A Hub user or Competent Body is not liable for losses incurred by the Account Holder, except in case of the Hub user's /Competent Body's gross negligence.

If the Account Holder suffers a loss due to gross negligence by the AIB Hub Participant, the Account Holder must direct the claim for compensation only against the AIB Hub Participant.

If the Account Holder suffers a loss due to gross negligence by a Hub user, Competent Body, Market Participant or third party, the Account Holder must direct the claim for compensation only against the relevant Hub user, Competent Body, Market Participant or third party that has caused the damage.

The AIB, other Hub users or their representatives are not liable for the actions of the negligent Hub user, Competent Body, Market Participant or third party.

The Account Holder has a duty to do everything possible to prevent or limit the extent of the damage. If the Account Holder does not implement adequate measures to prevent or limit the extent of the damage, compensation may be reduced.

Claims against any Hub user for any damage, loss, cost or expense incurred by the Account Holder in relation to Transactions with GOs shall be limited to five thousand (5000) Euros per year excluding indirect or consequential damage, such as, but not limited to commercial damage, loss of profit, claims of other third parties. Such limitation will however not apply in case of wilful misconduct or intentional damage.

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Claims against the AIB for any damage, loss, cost or expense incurred by the Account Holder and caused by gross negligence by the AIB in relation to Transactions with GOs shall be limited to thousand (1000) Euros per year per

Market Participant, excluding indirect or consequential damage, such as, but not limited to commercial damage, loss of profit, claims of other third parties. Such limitation will however not apply in case of wilful misconduct or intentional damage. Any performance that is provided in conformity with the AIB's Service Level Agreement cannot be regarded as gross negligence.

However, if this paragraph 6 is not applicable or not valid due to applicable legislation, these provisions will be applied insofar allowed by applicable law.

7. Errors in Issuing

If the AIB Hub Participant or the Account Holder discovers an error in issuing, cancelling or processing of a GO, the other party shall be informed as soon as possible.

If there is an error in the course of issuing, cancelling or processing of a GO or an error due to any unauthorised access to or malfunction of a Registration Database, the AIB Hub Participant and the Account Holder shall co-operate and use all reasonable endeavours to ensure that no unjust enrichment occurs as a result of the error. If there is an error, the GOs held in the Account Holder's account may be withdrawn or amended by the AIB Hub Participant. If not enough GOs have been issued, the Competent Body will issue the GOs as soon as it receives the correct information.

If it transpires that the data in any GO is inaccurate (whether or not through an act or omission of the Registrant of the originating Production Device), the AIB Hub Participant is entitled to – provided that such GOs are, at the time of such withdrawal, in the "Transferable Account" of that Registrant – withdraw those GOs, and other GOs of the same type.

8. Expiry of the AIB Hub Participant's services relating to GOs

If the AIB Hub Participant's right to serve as the Competent Body for GOs in accordance with a Legislative Certification Scheme in the related Domain expires the AIB Hub Participant has the right to transfer the Agreement to a new Competent Body. If there is no new Competent Body, the AIB Hub Participant has the right to terminate the Agreement. the Account Holder has no right to receive any refund of the paid contractual fees.

If the AIB Hub Participant no longer acts as Competent Body for a Legislative Certification Scheme the Account Holder has the right to retrieve its data. The AIB Hub Participant will charge the Account Holder for these migration services in accordance with the applicable tariff per hour for extra work.

9. Fees

The Account Holder is obliged to pay the fees invoiced by the AIB Hub Participant in accordance with this Agreement.

Payments are consisted of fixed fees, (e.g. power plant registration fee, Account Holder's quarterly fee, EECS-verification) and usage-based fees (e.g. issuing, import, export, ex-domain cancellation).

The Account Holder's payment obligation begins from the beginning of the quarter during which the Agreement was entered into. The AIB Hub Participant invoices four (4) times in a calendar year after the end of each quarter. Account Holder's quarterly fee will be invoiced for all quarters during which the Account Holder's Agreement has been in force. All fees will be invoiced in the quarterly invoicing following the occurrence of the payment basis. The payment period for the invoice is 14 days from the date of the invoice. The default interest rate is the appropriate default interest rate in the Finland's Interest Act.

When terminating the Agreement, the Account Holder is responsible for paying any outstanding payments to The AIB Hub Participant. The entire Account Holder's quarterly fee must be paid up to the end of the quarter in which the termination period ends. The termination period is stipulated in section 14.

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The AIB Hub Participant may suspend the issuance, transfer and cancellation of Guarantees of Origin, if the Account Holder has open unpaid invoices for the original monthly service.

Applicable payments are published on Fingrid Oyj's website, which concerns the AIB Hub Participant's Guarantee of Origin related services. Prices include value added tax (VAT) and any other indirect taxes and charges as determined by the authorities.

The tariff list is subject to change annually and the new tariffs will be announced by the AIB Hub Participant no later than the 30th of November the previous year. The new Tariff list will replace the previous Tariff list, and it will be effective from the beginning of the following calendar year.

The AIB Hub Participant is entitled to change the fees also during the year, if the content of the services changes substantially due to a cause beyond the control of the AIB Hub Participant or if unexpected costs or income occur, which could not have been reasonably foreseen at the time of the annual tariff update.

10. Breach of the Agreement

If the Account Holder is in material breach of the Agreement, including his obligation to pay the fees to the AIB Hub Participant, the AIB Hub Participant is entitled to terminate or suspend the execution of this Agreement and thus to stop issuing, cancelling or otherwise processing certificates.

11. Force majeure

Neither Party shall be held liable nor be deemed in default under this Agreement for any delay or failure in performance of any of their respective obligations if such delay or failure is the result of causes beyond the control and without negligence of such Party. Such causes shall include, without limitation, acts of war, civil war, riots, acts of terrorism, general strikes or lockouts, insurrections, sabotage, embargoes, blockades, acts or failures to act of any governmental or regulatory body (whether civil or military, domestic or foreign, national or supranational), communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes or other natural or man-made disasters, and all occurrences similar to the foregoing (collectively referred to as "Force Majeure").

The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent prevented by Force Majeure and the direct consequences thereof (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent that such obligations relate to the performance so prevented), provided that the Party so affected shall use its best efforts to avoid or remove such causes of non-performance and to minimize the consequences thereof and the Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

In the event that the Force Majeure continues to persist for a period exceeding one (1) month, then either Party shall have the right to terminate the Agreement by giving twenty (20) business days written notice of termination to the other Party.

12. Amendment of the Agreement

If the national or European legislation or the AIB require that the Domain Protocol Finland be amended, the Parties agree to make all the required changes to this Agreement in order to make it coherent with the Domain Protocol. The Parties acknowledge and understand that the AIB Communication Hub is used by many Hub users and Account Holders, and that modifications to the Hub or the regulatory environment must be applied by all parties involved.

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13. Confidentiality and Intellectual Property

Information of commercial, technical, strategic, financial or otherwise sensitive nature, which is not publicly known and is usually considered as valuable and confidential, whether or not it is explicitly indicated as confidential, shall be treated as confidential information by both Parties. Disclosure of such information requires the prior written consent of the other Party.

For the avoidance of doubt, this confidentiality clause does not prevent the AIB Hub Participant to give information to authorities including but not limited to the tax authorities and the police of Finland and the registration's country of the Account Holder, and Europol.

The software that is used to enable the operation of the Registration Database and the Transactions, together with all included tools, know-how and related intellectual property rights, is and shall remain the exclusive property of the AIB Hub Participant, the AIB or their service providers or licensors. The software code, documentation and in general all related know-how must be considered confidential information, even if not explicitly disclosed as such. The Account Holder shall use the services and the related software only for the purposes of this Agreement and shall not copy, reproduce, reverse engineer, decompile nor alter, adapt or modify any part of the software or related documentation.

14. Assignment and Duration of the Agreement

Each Party may assign this Agreement only with the written consent of the other Party. Such consent cannot be withheld with undue reason. Each Party may, however, without consent at any time assign this Agreement to an affiliated company.

This Agreement shall entry into effect, when both Parties have signed it. Each Party can terminate this Agreement with one month's written notice. Notwithstanding the termination of the Agreement, in accordance with this paragraph or the paragraph 10 or 11, its provisions related to the confidentiality as well as for liability, applicable law and settlement of dispute shall survive the expiration or termination of this Agreement.

For the sake of clarity, the entire quarterly fee must be paid up to the end of quarter in which the termination period ends.

15. Dispute resolution

Disputes arising out of this Agreement shall be settled according to national law, national jurisdiction and national courts.

In case of disputes, the AIB Hub's Data Log may provide evidence as to the data that have been transferred through the Hub and the time thereof and in such case the Account Holder shall accept the statement of the AIB as a binding statement.

Date:

Date:

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The AIB Hub Participant

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The Account Holder

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Appendices:

1. Special Terms of Finextra Oy

Special Terms of Finextra Oy:

These Special Terms of Finextra Oy reflects the national special characteristics which Finextra wishes to emphasize. These Special Terms of Finextra supplements the main Agreement text and together they form an entire Agreement. In case of conflicts between this appendix and the main Agreement text, the latter shall prevail.

1. National Legislation: In addition to this Agreement, the Act on Guarantees of Origin for Energy in force (1050/2021), the Governmental Decree on Guarantees of Origin for Energy in force (1081/2021) as well as the potential, applicable directions and instructions given by the authorities shall be applied when issuing the GOs. For example, the Guarantee of Origin is defined in the Sections 1 and 2 of the above-mentioned Decree in more detailed than in the Paragraph 1 "Definitions" in the Agreement. For avoidance of doubts, it is stated that Finextra adheres the detailed definition of the Act.
 2. Aggregation: When the Account Holder administers the Production Device of a third party in Finextra's register, the Account Holder shall deliver the Power of Attorney (Appendix 2 of the main Agreement) given by the holder of the Production Device to Finextra.
 3. Co-owned Production Device: When a co-owned Production Device has been included to the Account Holders account and the GOs will be issued directly to its joint-owners, the Account Holder shall notify to the register the names of the joint-owners who are entitled to receive the GOs and their proportional shares. The Account Holder shall also notify all changes to the register. The Account Holder shall be liable for the accuracy and completeness of the information. The Account Holder shall pay the fees related to the co-owned Production Device in accordance with the Agreement.
 4. The Account Holder shall be liable for the accuracy of the verification of all Production Device information concerning the Production Devices which are included to the Account Holder's account.
 5. The production information shall be submitted to Finextra in the same electronic form which is used in the balance settlement system in force in Finland. In addition to the Agreement text, it is stated that the Account Holder shall be liable for the correctness and completeness of the information related to the GOs provided by the Account Holder.
 6. Issuing the Guarantee of Origin: The GOs shall be however issued separately for each month of the period. The Account Holder may ask Finextra to discontinue the issuing of the GOs temporarily. The GOs will not be issued retroactively from the interruption period.
 7. The use of the GO: The Cancellation of the GOs is regulated in the Act on Guarantees of Origin for Energy. All relevant regulation given by the Energy Authority shall be applied. In accordance with that, the GOs for the previous year shall be cancelled at latest on 31st March of the following year.
 8. De-registration of the Production Device: The Account Holder may de-register its Production Device from Finextra's register. Finextra will not issue GOs for de-registered Production Devices. The fees paid by the Account Holder shall not be repaid due to the de-registration.
 9. Roles: The roles and tasks of Finextra, the Account Holder as well as the AIB in respect of the data transmission as well as export and import of certificates are stated in the HubCom. The liabilities of the above-mentioned Parties are agreed in the Agreement.
 10. API: The API key is issued on a per-customer basis. The customer is solely responsible for ensuring its secure storage and use. The API key is intended strictly for system integration purposes and must not be shared unnecessarily within the organization or with external parties. The API key will be renewed periodically by Finextra. Advance notice of such renewal will be provided. The customer is obligated to notify Finextra without delay if there is reason to suspect that the API key has been disclosed inappropriately, or if, for example, an employee who has been granted access to the key leaves the organization. Finextra reserves the right to deactivate the API key if abnormal traffic or unauthorized requests are detected.
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11. User credentials: The representative user(s) shall be responsible for managing and maintaining the user credentials of other individuals within their organization. This includes, but is not limited to, disabling user credentials when an individual is no longer employed by the respective organization. User credentials are strictly personal and must not be shared or transferred to any other party under any circumstances.
