

PEAK LOAD CAPACITY AGREEMENT XXXX / 2022

CUSTOMER OY

AND

FINEXTRA OY

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1 PURPOSE OF THE AGREEMENT

By signing this agreement (hereinafter the Agreement), Customer Oy, Business ID XXXXXX-X (hereinafter the Customer), and Finextra Oy, Business ID 1506926-2 (hereinafter Finextra), agree on the rights and obligations of the parties to the Agreement.

Fingrid Oyj's wholly owned subsidiary Finextra handles the administrative duties related to the public service referred to in the Finnish Peak Load Capacity Act (117/2011, Act on the peak load capacity, which secures a balance between electricity production and consumption, hereinafter the Act).

2 VALIDITY OF AGREEMENT

The Agreement shall take effect when both parties have signed it.

The Agreement shall be valid until further notice.

If Finextra's duties related to managing the peak load capacity under the Act end or change materially, Finextra shall be entitled to terminate the Agreement with one month's notice.

If the Customer's Main Grid Agreement with Fingrid Oyj ends, this Agreement shall no longer be valid.

3 PEAK LOAD CAPACITY FEE AND METHOD FOR DETERMINING THE FEE

The peak load capacity system is financed by separate fees based on the utilisation of the power system and the main grid. The fees, which the transmission system operator with system responsibility is entitled to collect from the users of transmission services, are levied from electricity consumption.

The amount of the peak load capacity fee charged to the Customer is determined on the basis of the compensation paid to power plant units and facilities capable of demand-side management (hereinafter Peak Load Capacity Units). The peak load capacity fee is also used to cover the reasonable costs borne by Finextra and reasonable compensation for managing and maintaining the peak load capacity system.

Finextra shall retrospectively pay the Peak Load Capacity Units a fixed sum in compensation for maintaining the capacity and reimburse the costs of starting up the units, as specified in the applicable procurement decision by the Energy Authority.

If the Energy Authority decides not to procure peak load capacity for a specific peak load capacity period and, consequently, no compensation is payable to the Peak Load Capacity Units for the peak load capacity in the period concerned, Finextra may defer the costs allocated to the period concerned (the reasonable costs incurred by Finextra and reasonable compensation for managing and maintaining the peak load capacity system) for billing in the next peak load capacity period.

3.1 Peak load capacity fee

The Customer shall pay the peak load capacity fee on the basis of the volume of electricity consumption at the connection points used in the Customer's main grid invoicing.

The fixed maintenance costs and any applicable activation costs payable to the Peak Load Capacity Units and the reasonable costs for managing and maintaining the peak load capacity system and reasonable compensation payable to Finextra shall be allocated to electricity consumption during winter weekdays. A winter weekday shall mean Mondays to Fridays between 1 December and 28 February, between 7:00 am and 9:00 pm. Invoicing takes place retrospectively on a monthly basis.

Outside the winter period (1 December–28 February), the costs arising from activating the peak load capacity are allocated to electricity consumption during all hours of the month of activation.

The connection points used in the Customer's invoice and the related metering correspond to the connection points and metering used as the basis for invoicing specified in the appendix to the Customer's Main Grid Contract.

The unit price of the peak load capacity fee is determined by the total costs caused by the arrangement presented in item 3, divided by the total consumption, in accordance with main grid service invoicing in the monthly periods mentioned above.

If the Energy Authority retroactively places Fingrid under an obligation to change the amounts withheld on the payments to the Peak Load Capacity Units due to unavailability, the impact of the change shall be taken into account in the peak load capacity invoicing for the winter period, if the change affects the previously reported unit price of the peak load capacity fee. If the Energy Authority makes its decision during the winter period, the change shall be taken into account in the invoicing for the winter period in question. Otherwise, the change shall be taken into account in the invoicing of the next winter period. If the peak load capacity system is discontinued so that the next winter season is no longer subject to other billable costs arising from the peak load capacity system, any compensation and obligations related to unavailability will be implemented within four months of either the Energy Authority's decision or confirmation of the discontinuation of the peak load capacity system (whichever is later).

3.2 Value-added tax and other indirect taxes and levies

In addition to the fees specified in this Agreement, the Customer shall pay Finextra the applicable value-added tax, plus any other indirect taxes and charges imposed on Finextra by the authorities concerning the peak load capacity system specified in this Agreement.

4 TERMS OF PAYMENT

4.1 Period of payment

The Customer shall pay the fees specified in items 3.1 and 3.2 per the invoice sent by Finextra. The term of payment is fourteen days. The due date shall be marked on the invoice.

4.2 Complaints

The Customer must submit any complaints about the invoice in writing. Finextra shall review the invoice and send any potential credit note or rectification invoice to the Customer without delay. The complaint does not exempt the Customer from the payment obligation by the due date unless otherwise agreed upon between the parties.

There shall be no correction if the amount to be compensated is less than one hundred (100) euros.

4.3 Interest on arrears

If the Customer's payment is delayed, and there are no significant errors in the invoice, the Customer shall pay Finextra annualised interest on arrears stated in the invoice, from the due date to the date of receipt of the payment. The annual interest on arrears is the reference rate of interest in accordance with the applicable revision of the Interest Act.

5 ASSIGNMENT OF THE AGREEMENT

5.1 Assignment of the Agreement

The Customer is allowed to assign the Agreement to a third party only in connection with the assignment of a Main Grid Agreement. Finextra may assign the Agreement to a third party if the reorganisation of operations related to the peak load capacity so requires.

6 DISPUTES

If the Customer finds that a payment determined by the above provisions does not conform to said provisions, the Customer and Finextra shall negotiate to settle the matter. If the dispute cannot be settled, the matter shall be referred to the Energy Authority for a decision.

If the dispute has not been resolved within 3 months of the due date of the disputed invoice, the parties may bring the matter to be settled in the Helsinki District Court as a court of first instance, without being impeded by the first paragraph of this section.

7 OTHER TERMS OF AGREEMENT

The administration of the peak load capacity system is subject to this Agreement, the Peak Load Capacity Act, the grounds for determining the fees levied for the peak load capacity system as confirmed through the decisions of the electricity market authority, and the rules of use of peak load capacity.

If amendments are made to the Peak Load Capacity Act or to the rules, terms or conditions of the electricity market authority, the applicable regulations shall be followed as of their entry into force.

8 SIGNATURES

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

_____ on _____ (day) _____ (month) 2022
Place

Customer Oy

Helsinki,

on _____ (day) _____ (month) 2022

Finextra Oy