

AGREEMENT ON TRANSMISSION SERVICE ON CUSTOMERS CROSS-BORDER CONNECTIONS BETWEEN RUSSIA AND FINLAND, NO. XXX/2016

The Customer Ltd, Business ID XXXX, (the Customer) and Fingrid Oyj, Business ID 1072894-3 (Fingrid) have concluded this Agreement on transmission service related to transmission of electricity on the 110 kV alternating current connections owned by Customer between Russia and Finland (the Customer's Power Transmission).

Fingrid and the Customer are hereinafter collectively referred to as the "Parties" and individually as a "Party".

1 PURPOSE AND VALIDITY OF AGREEMENT

- 1.1 The Customer and Fingrid use this Agreement to agree on the terms and conditions of transmission service on the Customer's Power Transmission.
- 1.2 This Agreement will enter into force on 1 January 2016 and will remain in force till 31st of December 2016. Unless 30 days before the expiry of this Agreement either Party does notify in writing the other Party of its intention to terminate the present Agreement, the Agreement is deemed to be extended for a further one-year period on the same terms and conditions. The number of further one-year periods is not limited. The Parties may also mutually agree to terminate this Agreement prior to the expiration.

2 MAINTAINING AND OPERATING THE CONNECTIONS, INFORMATION EXCHANGE, DEVELOPMENT OF THE CONNECTIONS

- 2.1 Imports and exports of electricity taking place through the Customer's Power Transmission or through other cross-border connections connected to the Customer's network shall be agreed with Fingrid well in advance.
- 2.2 The Customer shall inform Fingrid about faults, failures, disturbances and outages on Customer's Power Transmission.
- 2.3 If Fingrid's grid needs to be reinforced because of imports or exports through the Customer's Power Transmission or through a cross-border connection connected

directly or indirectly to the Customer's Power Transmission or because of some other similar reason, the reinforcement of Fingrid's grid and the compensation of the related costs shall be agreed upon between the Customer and Fingrid.

3 TRANSMISSION SERVICE

- 3.1 By virtue of this Agreement, the Customer gets the right to import electricity through the Customer's Power Transmission with volumes not exceeding the hourly average of his agreed transmission capacity.
- 3.2 The Customer's transmission capacity, connecting point in Fingrid's grid and the connection are specified in Appendix 1. Changes in transmission capacities shall be agreed well in advance in writing between the Customer and Fingrid.
- 3.3 In case of faults and failures in the Customer's Power Transmission or Fingrid's grid, Fingrid has the right to limit the Customer's transmission service or to interrupt it completely.
- 3.4 In case of grid faults and failures, Fingrid shall primarily ensure the technical operation of the power system. As soon as possible thereafter, Fingrid shall inform the Customer about potential limitations or interruptions in the transmission service and about the removal of such limitations or interruptions.
- 3.5 During outages on the Customer's Power Transmission or during other outages having an impact on the operation of a grid section directly connected to the Customer's Power Transmission, Fingrid has the right to limit the Customer's transmission capacity on the Customer's Power Transmission or to interrupt it completely. Fingrid shall make reasonable effort in taking into account the views of Customer in timing the main grid maintenance outages affecting the Customer's Power Transmission. As far as possible and as early as possible, Fingrid shall inform the Customer of the maintenance outages and of grid outages affecting imports of electricity.

4 REPORTING

- 4.1 The Customer shall send their preliminary transmission schedule for the following NPS commercial day to Fingrid latest at 17:30 (Finnish time) of the previous day.
- 4.2 No later than on the 3rd weekday of each month, the Customer shall report to Fingrid the energies of imports and exports in the previous month, taking place through the Customer's Power Transmission and through cross-border connections connected directly or indirectly to his network beyond his connection points if these energies are not obtained directly from measurement information delivered to Fingrid. The report shall be submitted in EDI messages using the same MSCONS message format as in the clearance of electricity transactions or other data communications format generally accepted by the industry. The energies shall be given in hourly series.

5 FEES AND ADJUSTMENTS

- 5.1 Based on this Agreement, the Customer shall pay Fingrid on a monthly basis following transmission service fees:
- The unit price for the main grid service fee is X.XX €/MWh.
 - The unit price for the ITC/Perimeter fee is as per section 5.3 (0.6 €/MWh in 2015)

Fingrid reserves the right to change the above fees. Fingrid shall inform the Customer at least 30 days in advance in writing of the changes in the above fees.

- 5.2 In addition to the fees specified in this Agreement, the Customer shall pay Fingrid the respectively valid value-added tax as well as the relevant proportions of indirect

taxes and charges imposed by authorities on Fingrid as far as the transmission service specified in this Agreement is concerned.

- 5.3 The fees applicable in the EU internal electricity market on the transmission between internal electricity market and the third countries (so called ITC/Perimeter fee) will be levied on the imports and exports from Russia as such. The ITC/Perimeter fee is based on EU Regulation No. 838/2010 (Annex part A section 7). The unit price applied in this Agreement is the unit price decided by ENTSO-E for any given time period. The unit price shall be applied retrospectively, if necessary, based on the decision of ENTSO-E.
- 5.4 Changes which have a direct and essential effect on the costs of the transmission service presented in this Agreement and which could not have been taken into account when contracting on the service and which are not compensated on the basis of transmission service fees specified shall be taken into account as factors increasing or reducing the fees in accordance with their respective effects. Such changes include taxes, public charges and obligations due to legislation or other measures by authorities and other changes due to the above causes, which concern the transmission service specified in this Agreement. Fingrid shall inform the Customer about such changes within reasonable time.
- 5.5 If reasons beyond the control of the Parties lead to an evident disparity in the performance of the contractual obligations, the Parties shall negotiate on the adjustment of the fees or other terms of contract in order to eliminate the disparity. Such reasons include changes in financial or commercial circumstances, changes taking place in legislation, measures by authorities, or other reasons which could not have reasonably been taken into account when preparing the Agreement.

6 PAYMENTS

- 6.1 The Customer shall pay the fees specified in this Agreement as per invoices sent by Fingrid. The fees are invoiced after the month of delivery. The due date shall be the 14th day from the date of the invoice. The due date shall be indicated in the invoice.
- 6.2 If necessary, the Customer shall make complaints regarding the invoice in writing. Fingrid shall inspect the invoice and send the necessary 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.
- 6.3 If payment by the Customer is in delay and the invoice is not essentially erroneous, the Customer shall pay Fingrid the annual interest for late payment stated in the invoice from the due date to the date of receipt of the payment. The annual interest for late payment used in the invoice is the interest for late payment stated in the Interest Act in force..
- 6.4 Fingrid has the right to terminate the transmission service specified in this Agreement if, despite of Fingrid's written reminder, the Customer neglects his obligation to pay Fingrid, if bankruptcy or liquidation proceedings have been initiated with the Customer or if an appropriate authority has declared the Customer insolvent. However, the transmission service is not terminated, if the Customer gives to Fingrid a sufficient security. If the Customer fails to pay or have overdue payments, which have been transferred to debt collection register or agency, Fingrid has the right to demand advance payment of 2 months for the services covered in this Agreement.

7 DAMAGES

- 7.1 The Party is liable to the other Party for the damages, which are caused by the Party's negligence, which cannot be regarded as minor. There shall be no liability by neither Party for loss of profit, loss of use, loss of contracts or for any consequential, economic or indirect loss, unless caused by willful misconduct or by gross

negligence. The Party's total liability for all damage suffered by the other Party shall not exceed 100 000 € per calendar year.

8 FORCE MAJEURE

- 8.1 In case of force majeure, Fingrid has the right to limit the Customer's Power Transmission or to interrupt it completely.
- 8.2 Cases of force majeure are deemed to cover events, which Fingrid could not have prevented through reasonable caution and which make Fingrid's transmission service specified in this Agreement impossible, impair it essentially or make it financially or otherwise unreasonable.
- 8.3 Force majeure covers war, internal unrest, mischief, sabotage, explosion, fire, flood, storm or other exceptional weather conditions, general interruption in traffic, strike or stoppage by a key employee group, lockout by an employer organisation, measures by authorities, insufficiency of production capacity or other causes with equally significant and unusual consequences. Force majeure is also considered to cover interruption in power production or such damage to the power production system or power transmission system caused by the above causes which could not have reasonably been prepared for, taking into account the reliability requirements concerning the supply of electricity generally applied to the Nordic power systems.
- 8.4 Fingrid shall inform the Customer of the occurrence of force majeure as well as of its end without undue delay.

9 TRANSFER AND TERMINATION OF AGREEMENT

- 9.1 A Party can transfer this Agreement to a third party only through a written consent of the other contracting Party.
- 9.2 A Party has the right to terminate this Agreement with immediate effect if the other Party has essentially violated the Agreement.

10 DISPUTES

- 10.1 Any potential disagreements arising from 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.
- 10.2 Finnish law is applied to this Agreement.

11 RIGHT TO CHANGES

- 11.1 Fingrid has the right to change this Agreement for a reason attributable to the principles and procedures implemented within the Russian energy market, to the Finnish authorities and/or if otherwise found necessary for reliable processing of transmission schedules and secure grid operation. Prior to making such changes the Parties shall negotiate on the adjustment of the relevant contract terms.
- 11.2 Fingrid has the right to apply binding principles and procedures implemented within the EU internal energy market for the transmission service between the EU internal energy market and the third countries and take their effects into account in performance of the service and in the terms of this Agreement. Fingrid shall notify the Customer on the application of such changes well in advance prior to their becoming effective.

12 OTHER TERMS OF AGREEMENT

- 12.1 Each Party shall contribute to the due implementation of this Agreement. The Parties shall provide each other without undue delay with the necessary information required by the application of this Agreement, aiming at as automatic data transfer as possible.

- 12.2 If the scope of the service specified in this Agreement is changed by the order of authorities or for other similar reason, this Agreement is supplemented by a supplementary agreement between the Customer and Fingrid.
- 12.3 The information, correspondence and other documents exchanged between the Parties by virtue of this Agreement shall be treated as confidential information, and they shall not be made available to third parties even after the termination of this Agreement.
- 12.4 Being the system responsible operator of the national grid as defined by the Finnish Electricity Market Act, Fingrid has the obligations and rights relating to the implementation of system operation as stipulated in the associated licence.
- 12.5 Prerequisite for power transmission across the Customer's Power Transmission is that the main grid contract between the Customer and Fingrid is signed and in force.

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

In _____, 2015

CUSTOMER LTD

In _____, 2015

FINGRID OYJ

Appendix 1 The Customer's transmission capacity, connecting point in the main grid in and the connection