

TASEPALVELUSOPIMUS (Balance Agreement) NO. XX

[BALANCE RESPONSIBLE PARTY]

and

FINGRID OYJ

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UNOFFICIAL TRANSLATION

1 PARTIES AND PURPOSE OF AGREEMENT

XXXXXXXX (hereinafter Balance Responsible Party), business identity number XXX, ACER identifier XXX, and Fingrid Oyj (hereinafter Fingrid), business identity number 1072894-3, ACER identifier A0001427Y.FI, have made the following agreement concerning balance service (hereinafter Agreement).

This Agreement is used for agreeing on the rights and obligations of the parties to this Agreement relating to balance management and to Balance Responsible Party's open power deliveries.

In operations covered by this Agreement, the parties shall follow the appendices of the Agreement valid at any given time.

2 VALIDITY OF AGREEMENT

This Agreement will enter into force when it has been signed by both parties.

This Agreement is valid until further notice.

The application of this Agreement will begin when eSett Oy (hereinafter Imbalance Settlement Unit) will start the implementation of imbalance settlement on behalf of Fingrid; however, not earlier than 1 May 2017.

3 OPEN DELIVERY

Balance Responsible Party has a right to use an open delivery made by Fingrid for balancing its power balances, following the terms of Appendix 1 of the Agreement, the handbook concerning Fingrid Oyj's balance responsibility and imbalance settlement. Balance Responsible Party's potential imbalance is covered through imbalance power supplied by Fingrid.

4 BALANCE RESPONSIBLE PARTY'S POWER BALANCE AND IMBALANCE

Balance Responsible Party shall plan and control its power purchases and deliveries in accordance with the valid terms of balance management described in Appendix 1. Balance Responsible Party shall not use open deliveries for systematic power purchases or deliveries. The handling of imbalances and related measures are described in more detail in Appendix 1.

5 IMBALANCE SETTLEMENT

Imbalance Settlement Unit implements a centralised imbalance settlement in Finland, Sweden and Norway on behalf of the respective transmission system operators. Imbalance settlement in Finland is carried out in accordance with Fingrid Oyj's handbook in Appendix 1. At Fingrid's assignment, Imbalance Settlement Unit maintains the Nordic Imbalance Settlement (NBS) Handbook conforming to these terms and containing procedures that specify the terms of Appendix 1 and a more detailed description of the implementation of imbalance settlement.

In order to implement imbalance settlement, Balance Responsible Party shall conclude a separate imbalance settlement agreement with Imbalance Settlement Unit.

At Fingrid's assignment, Imbalance Settlement Unit ascertains and invoices the volume of imbalance power used by Balance Responsible Party's production balance and consumption balance, power transactions made during the delivery hour and reserve energies on the basis of information reported by Fingrid, distribution system operators and other electricity market participants.

6 REPORTING AND CONFIDENTIALITY

Balance Responsible Party shall deliver to Fingrid and to Imbalance Settlement Unit information in accordance with Appendix 1.

Fingrid shall report to Balance Responsible Party information in accordance with Appendix 1.

If Balance Responsible Party is a customer of a nominated electricity market operator operating in the price area of Finland, Fingrid can deliver to such electricity market operator, at its request, information relating to Balance Responsible Party's operations.

Both parties to this Agreement undertake to deal with the information received by them from each other on the basis of this Agreement in confidence and not to disclose confidential information or any part of it to a third party without the prior written consent of the other party. However, Fingrid has the right to deliver to Imbalance Settlement Unit information delivered by Balance Responsible Party to Fingrid or information relating to Balance Responsible Party's operations otherwise held by Fingrid, which information Imbalance Settlement Unit needs in order to carry out its duties.

The parties to this Agreement also have the right, without prejudice to this item, to deliver information, which is covered by this Agreement and which has been delivered by the other party, to authorities or to a third party by virtue of law, regulation, administrative order or court decision.

7 FEES AND TAXES

The determination of fees based on this Agreement together with the unit prices and taxes have been laid down in Appendix 2.

8 ADJUSTMENT OF TERMS OF AGREEMENT AND FEES

Fingrid has the right to change the terms of Appendix 1 after it has received the confirmation of the Energy Authority to the changes. If necessary, Fingrid also has the right to make changes, which do not substantially change the content of the service, to the appendices of the Agreement. Fingrid shall notify of the changes in writing no later than one (1) month before the change takes effect.

Changes which have a direct and essential effect on the costs of Fingrid's balance service and which could not have been taken into account when preparing this Agreement and which are not compensated by virtue of item 7 of this Agreement 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 national or European legislation or other measures by authorities, and other

changes due to the above causes which concern the balance service referred to in this Agreement.

In addition to the above, Fingrid reserves the right to revise, if necessary, the fees agreed in Appendix 2. Fingrid or Imbalance Settlement Unit authorised by Fingrid shall notify of these changes in writing no later than one (1) month before the change takes effect.

If new regulations concerning the single European electricity market or amendments to the Finnish Electricity Market Act or new implementing provisions which bind Fingrid, where these have not been taken into account when entering into this Agreement, come into force during the validity of this Agreement, Fingrid has the right to change the terms and conditions of this Agreement. However, any change to the content of the service requires that the Energy Authority has confirmed the change or that the new regulations represent as such binding law.

If reasons beyond the parties to this Agreement lead to an evident disparity in the performance of the obligations laid down in this Agreement, the parties shall negotiate on the adjustment of the fees or other terms of this Agreement 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 entering into the Agreement.

9 FORCE MAJEURE

In the case of force majeure, Fingrid has the right to restrict the service specified in this Agreement or to interrupt it completely.

Cases of force majeure are deemed to cover any events which Fingrid could not have prevented through reasonable caution and which make the fulfilment of Fingrid's service specified in this Agreement impossible or impair it essentially or make it financially or otherwise unreasonable.

Cases of force majeure include war, country's internal unrest, vandalism, sabotage, explosion, fire, flooding, 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, insufficient production capacity, or some other similar reason with as significant and unusual consequences. Force majeure is also considered to cover interruption in power production or such damage in the power production or power transmission system caused by the above causes for which no reasonable preparations could have been made, taking into account the principles generally applied to the Nordic power systems.

Fingrid shall inform Balance Responsible Party of the occurrence of force majeure as well as of its end without delay.

10 DAMAGES

The parties to this Agreement are not liable for damage or loss which is the result of performances covered by this Agreement unless the damage or loss is indicated to have been caused by negligence of a party to this Agreement or person(s) employed by it, where the negligence cannot be deemed to be petty. The parties to this Agreement are not liable to each other for indirect or consequential damage or loss such as unreceived profit, damages paid by a party to this Agreement to a third party, or for any other consequential damage or loss, unless the damage or loss has been

caused intentionally, through gross negligence or through a breach of the confidentiality obligation.

11 TRANSFER, TERMINATION AND RESCISSION OF AGREEMENT

11.1 Transfer of Agreement

A party to this Agreement may transfer this Agreement to a third party with the written advance consent of the other party to this Agreement.

11.2 Termination of Agreement

Each party to this Agreement has the right to terminate this Agreement in writing with one (1) month's period of notice.

Balance Responsible Party's rights under this Agreement will terminate at the end of the notice period.

11.3 Rescission of Agreement

Fingrid has the right to rescind this Agreement with immediate effect, if Balance Responsible Party does not comply with item 4 of this Agreement, if Balance Responsible Party is placed into liquidation, if Balance Responsible Party's equity is recorded to be negative, or if Balance Responsible Party defaults on its payments, is declared bankrupt, indicates other signs of insolvency, or grossly breaches this Agreement in some other manner. Fingrid also has the same right, if Balance Responsible Party does not have a valid imbalance settlement agreement with Imbalance Settlement Unit.

Balance Responsible Party shall immediately inform those electricity market participants which belong to its balance responsibility and those distribution system operators into whose networks there are measured deliveries from Balance Responsible Party's balance responsibility of the termination or rescission of this Agreement in order to enable the electricity market participants belonging to Balance Responsible Party's balance responsibility to reorganise their balance responsibility.

12 APPLICABLE LAW AND DISAGREEMENTS

This Agreement is governed by and shall be construed in accordance with Finnish law; however excluding its conflict of law principles.

Any potential disagreements caused by this Agreement, which cannot be solved through mutual negotiations, are to be solved finally through arbitration proceedings in accordance with the arbitration rules of the Central Chamber of Commerce of Finland. The venue of the court of arbitration is in Helsinki.

13 OTHER TERMS OF AGREEMENT

Each party to this Agreement shall contribute to the implementation of this Agreement.

Balance Responsible Party shall ensure that third parties connected to Balance Responsible Party's chain of open deliveries also take into account the provisions of Section 45 of the Electricity Market Act concerning the execution of electricity system operations and Fingrid's other terms and instructions required by this Agreement.

If this Agreement and the appendices of this Agreement contradict each other, this Agreement shall prevail.

14 SIGNATURES

This Agreement has been drawn up and signed in two (2) identical copies, one (1) copy for each party to this Agreement.

Xxxxxxxxxxxx, dd Mmmmm 2017

BALANCE RESPONSIBLE PARTY

Helsinki, Finland, dd Mmmmm 2017

FINGRID OYJ

APPENDICES

- Appendix 1 Handbook concerning balance responsibility and imbalance settlement
- PART 1: Fingrid Oyj's general terms and conditions concerning balance management
 - PART 2: Fingrid Oyj's general terms and conditions concerning imbalance settlement

Appendix 2 Fee components and determination of fees