

Unofficial translation

**HOURLY 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: YYYYYYY-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 hourly market of automatic Frequency Restoration Reserve (aFRR) maintained by Fingrid.

## **2 VALIDITY OF AGREEMENT**

This Agreement shall enter into force once both parties have signed it.

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 hourly 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**

Fingrid shall pay a fee to Balancing Service Provider for Balancing Service Provider's contribution to the maintaining of the automatic Frequency Restoration Reserve according to the accepted capacity bids in the hourly market. A power trade for the balancing energy is carried out in conjunction with the national imbalance settlement. The principles of the determination of the fees based on this Agreement together with the terms of payment have been laid down 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.

Force majeure is considered to be an event beyond the control of a contracting party which was not known to the contracting parties when this agreement was being concluded and which could not have been prevented by a contracting party or the effects of which could not have been avoided by reasonable measures and which make the maintaining of the reserves in accordance with the agreement impossible, complicate it essentially or otherwise make it unreasonable.

Cases of force majeure include war, country's internal unrest, mischief, sabotage, explosion, fire, long-term fault at a power plant, 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, or other reason with as significant and unusual consequences.

Balancing Service Provider shall inform Fingrid of the occurrence of force majeure, its estimated duration as well as of its end without delay. For this period, Fingrid shall not be obliged to pay the fees specified in this agreement to Balancing Service Provider.

## **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.

## **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 surrender 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 surrender 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 surrendering 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 surrender 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.

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

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Place and date

BALANCING SERVICE PROVIDER

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Place and date

FINGRID OYJ

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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