

Unofficial translation

**BALANCING MARKET AGREEMENT  
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 Balancing Energy and Balancing Capacity Markets 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 a Provider of a Manual Frequency Restoration Reserve (mFRR)
2. Technical requirements and the prequalification process of Manual Frequency Restoration Reserve (mFRR)
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 Balancing Energy and Balancing Capacity Markets 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 PAYMENTS AND TERMS OF PAYMENT**

Fingrid shall pay the Balancing Service Provider or charge the Balancing Service Provider for balancing energy on the basis of activations carried out on the Balancing Energy Market, and it shall pay a Capacity Fee for the maintenance of the reserve on the Balancing Capacity Market according to accepted Capacity Bids. 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 MAJEURE**

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, a 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 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 wilful 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.

## **8 ASSIGNMENT, TERMINATION AND CANCELLATION OF THE AGREEMENT**

### **8.1 Assignment of the Agreement**

Each contracting party is permitted to assign this Agreement to a third party with the prior written consent of the other contracting party.

### **8.2 Termination and cancellation of the Agreement**

Each party may terminate this Agreement with one (1) month's notice.

Each contracting party has the right to cancel this Agreement if the other party is in material breach of contract.

## **9 DISPUTES**

Any disputes arising out of this Agreement which cannot be solved through mutual negotiations are to be settled by Helsinki District Court as the first instance, unless the Contracting Parties agree on another procedure in writing.

## **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. However, Fingrid

may, without a separate consent given by Balancing Service Provider, surrender confidential information relating to the Agreement to a third party for a research study commissioned by Fingrid, concerning the functioning or development of the reserve market. In this case, Fingrid shall sign a non-disclosure agreement with the third party, in which agreement the third party agrees not to forward party-specific information during or after the research study. The other contracting party shall be informed in advance of the surrender of information for the above-mentioned research purposes.

Notwithstanding the foregoing, each contracting party may disclose confidential information related to the agreement to the authorities without the other party's consent on the basis of a statutory duty of disclosure.

Fingrid has the right to publish the names of the contracting parties.

## **11 Other contractual terms**

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.

\_\_\_\_\_(day) \_\_\_\_\_(month) 2020  
Place and date

BALANCING SERVICE PROVIDER

\_\_\_\_\_

\_\_\_\_\_(day) \_\_\_\_\_(month) 2020  
Place and date

FINGRID OYJ

\_\_\_\_\_

Appendices:

1. Terms and Conditions for a Provider of a Manual Frequency Restoration Reserve (mFRR)
2. Technical requirements and the prequalification process of Manual Frequency Restoration Reserve (mFRR)
3. Fingrid's Supplier Code of Conduct