

11 December 2018

SERVICE AGREEMENT ON THE ELECTRICITY MARKET INFORMATION EXCHANGE SERVICE**1 PARTIES TO THE AGREEMENT**

NN, business ID xxx (hereinafter "the Electricity Market Party") Address [Supplier's party ID:] [Grid owner's party ID:]

and

Fingrid Oyj, business ID 1072894-3 (hereinafter "Fingrid") P.O. Box 530 FI-00101 Helsinki (Visiting address: Lökkisepäntie 21, 00620 Helsinki)

enter into this agreement (hereinafter, the "Agreement") outlining the rights and obligations of the agreement parties related to the electricity market information exchange services provided by Fingrid.

2 BACKGROUND AND PURPOSE OF THE AGREEMENT

Section 49 of the Finnish Electricity Market Act (588/2013, hereinafter the "EMA") states that the transmission system operator Fingrid Oyj is responsible for developing the information exchange required for electricity trade and imbalance settlements. Information exchange services are produced as services for electricity suppliers and distribution grid owners who have a party ID issued by Fingrid for the purpose of electricity market operations and information exchange.

This Agreement outlines the contents of Fingrid's service and the obligations and rights related to the service production. According to the EMA, the service must be efficient and promote equal and fair information exchange. Fingrid is entitled to charge reasonable costs and get a reasonable profit from the users of information exchange services.

When the service provision starts, Fingrid signs information exchange agreements with electricity market parties operating in Finland. The electricity market parties are electricity supplier companies and distribution grid owners who have a party ID issued by Fingrid. The electricity market parties have shown that their systems and processes are capable of sending and receiving messages as required for the exchange of information according to the decree by the Ministry of Employment and Economy on the disclosure obligation related to the settlement of electricity delivery (273/2016). In the future, whenever Fingrid issues a party ID to a new electricity market party, an information exchange agreement is signed in conjunction with this.

In addition to the EMA, the decree by the Ministry of Employment and Economy on the disclosure obligation related to the settlement of electricity delivery (273/2016), the Government decree on the settlement and measurement of electricity delivery

11 December 2018

(66/2009) and the Government decree on the settlement and measurement of electricity delivery amending the Government decree (217/2016) , as well as any specifying regulations and guidelines issued by authorities, shall apply to the information exchange services. Should any of the aforementioned acts or regulations issued on the basis of said acts be amended, valid regulations and guidelines are to be complied with from the moment they come into effect.

In addition, industry-wide guidelines and recommendations are taken into account in the Agreement and in the information exchange services.

3 CONTENT OF THE INFORMATION EXCHANGE SERVICES

The Electricity Market Party is entitled to use all information exchange services provided by Fingrid for the purpose of ensuring and improving the quality of its information exchange activities. The Electricity Market Party is obligated to produce reports related to the exchange of information and submit the information required for Fingrid's services as specified in Appendix 1 (Service Description). In this way, the Electricity Market Party contributes to the development and quality improvement of information exchange. Under the Agreement, Fingrid produces and develops the following services for the Electricity Market Party: metering point register, contact information table, list of electricity market parties, message testing service, information exchange instructions.

The services also include Fingrid's development efforts with regard to such matters as procedures related to messaging standards and information exchange, submitting change proposals to relevant ministries, and developing the exchange of information at both the national and international level. In addition, Fingrid provides advice and training in matters related to the exchange of information.

Fingrid's information exchange services, as well as the parties' rights and obligations, are specified in Appendix 1 (Service Description). As the activities and service contents are further developed, the Appendix shall be updated accordingly. Amendments to the terms and conditions of service are subject to approval by the Finnish Energy Authority.

4 PAYMENT AND INVOICING

The Electricity Market Party shall pay Fingrid's service fees specified in Appendix 2 (Price List). The pricing is based on the number of electricity metering points, and the service fees are determined separately for each party ID (distribution grid owner or supplier). Fingrid checks the number of metering points serving as the basis of pricing from the electricity market parties annually before the beginning of each new calendar year.

Fingrid shall confirm the service fees specified in Appendix 2 for the next calendar year on an annual basis, no later than by the end of November each year. Fingrid has

11 December 2018

the right to review its service fees mid-calendar year if the content of the service changes fundamentally for reasons beyond Fingrid's control, or if costs apply to the service fees which could not reasonably be anticipated in connection with the previous service fee review.

The fees are invoiced in six-month periods in arrears every May and November. The term of payment is fourteen (14) days of the invoice date. If the Electricity Market Party's payment is delayed, an interest on arrears is applicable as of the invoice due date until the payment date according to the valid Interest Act.

5 NEGLIGENCE CONCERNING THE PAYMENT OBLIGATION

Fingrid has the right to stop providing service in accordance with the Agreement if the Electricity Market Party neglects its payment obligation despite a written reminder from Fingrid, or if the Electricity Market Party is declared bankrupt or goes into liquidation or if an authority has declared the Electricity Market Party to be insolvent or if the Electricity Market Party's solvency is clearly endangered. Fingrid will inform the Electricity Market Party of the cessation of service provision in writing no later than two weeks before stopping the service. The cessation of service provision will not be implemented if the Electricity Market Party provides Fingrid with sufficient security.

6 CONFIDENTIALITY

Fingrid agrees to refrain from disclosing information received from the Electricity Market Party under this Agreement, which is considered confidential by law. Fingrid may only disclose the Electricity Market Party's information to a third party when obligated by legislation or an authority regulation, or with the written permission of the Electricity Market Party. In addition, Fingrid is entitled to use the information provided by the Electricity Market Party for the purpose of compiling and publishing general statistics. The information collected from the Electricity Market Party can also be used for research purposes.

7 LIABILITY FOR DAMAGES

Each party to this Agreement shall be held liable towards the other Party for any damages caused by actions or negligence covered by this Agreement.

The maximum total liability of agreement parties towards the other agreement party under this Agreement shall be limited to EUR 10,000. The parties to this Agreement are not responsible for indirect damages such as loss of profit or loss of production. The limitation of liability set out in this paragraph shall not apply in cases where the damage is caused with intent or due to gross negligence.

8 FORCE MAJEURE

11 December 2018

Should a force majeure occur, Fingrid has the right to limit the service set out in this Agreement.

Force majeure refers to such events that Fingrid could not have reasonably anticipated with reasonable diligence and which renders the fulfilment of the Agreement impossible or complicates it fundamentally, or makes the fulfilment of the contract unreasonable, financially or otherwise.

Cases of force majeure include war, national unrest, vandalism, sabotage, explosion, fire, flood, extreme storms or other exceptional weather conditions, disruption to public transportation or data communication, strike or work stoppage, a lock-out issued by an employer organisation, authority procedure or other significant and unusual event which has equivalent effects.

Fingrid shall inform the Electricity Market Party without delay of the commencement and end of any force majeure event.

9 VALIDITY OF THE AGREEMENT

This Agreement will come into effect once it has been signed by both parties.

This Agreement is valid until further notice.

10 TRANSFER OF THE AGREEMENT

The Electricity Market Party is only entitled to transfer this Agreement to a third party under Fingrid's written prior consent.

11 TERMINATION AND CANCELLATION OF THE AGREEMENT

If the Electricity Market Party discontinues its operations in the Finnish electricity market due to a merger or termination of business, for example, the Electricity Market Party may terminate this Agreement in writing with one (1) month's notice. If the Electricity Market Party terminates the Agreement, Fingrid is entitled to invoice the Electricity Market Party for the service fee according to the Agreement until the last day of the period of notice. In case of a merger, the service fee for the remaining Agreement is reviewed in conjunction with the next annual service fee review.

If Fingrid's task as the developer of information exchange for electricity trade and imbalance settlements in Finland is cancelled or substantially changed, Fingrid may terminate the Agreement with three (3) months' notice. If Fingrid terminates the Agreement, Fingrid shall return the share of fixed annual payments for which the service was not provided.

11 December 2018

Both parties are entitled to cancel this Agreement with immediate effect if the other party has substantially breached the Agreement and failed to rectify its actions within a reasonable time despite the other party's written notification.

12 OTHER TERMS AND CONDITIONS

The parties to this Agreement shall both contribute to its fulfilment. In case of discrepancy between the Agreement and its appendices, the Agreement shall take higher priority. The appendices shall apply in numerical order.

13 APPLICABLE LAW AND DISPUTES

The Agreement is governed by Finnish law, however, excluding the Finnish connecting factor rules.

Any disputes arising from the Agreement, which cannot be resolved through mutual negotiations, shall be resolved at a court of first instance at the Helsinki District Court, unless another procedure is agreed on between the parties in writing.

14 SIGNATURES

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

Fingrid Oyj, Markets
Asta Sihvonen-Punkka

APPENDICES:
Appendix 1 SERVICE DESCRIPTION
Appendix 2 PRICE LIST