

PEAK LOAD CAPACITY AGREEMENT XXXX/2017

Customer Oy

and

Finextra Oy

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1 PURPOSE OF THE AGREEMENT

By this agreement (hereinafter Agreement), Customer Oy, Business ID XXXXXX-X (hereinafter Customer), and Finextra Oy, Business ID 1506926-2 (hereinafter Finextra), agree on the rights and obligations of the parties to the Agreement.

Fingrid Oyj's wholly owned subsidiary Finextra handles the administrative duties related to the public service referred to in the Finnish Peak Load Capacity Act (act on peak load capacity which secures a balance between electricity production and consumption, hereinafter the Act).

2 VALIDITY OF THE AGREEMENT

The Agreement enters into force after it has been signed by both parties.

The Agreement shall be applied as of the 1st day of July, 2017.

The Agreement is valid until the 30th day of June, 2020.

3 PEAK LOAD CAPACITY FEE AND ITS DETERMINATION

The peak load capacity system is financed by means of separate fees based on the utilisation of the power system and the high-voltage transmission grid. The fees, which the transmission system operator with system responsibility is entitled to collect from the users of transmission services, are levied from electricity consumption.

The amount of the peak load capacity fee charged from the Customer is determined on the basis of the compensations paid to power plant units and facilities capable of demand-side flexibility. The peak load capacity fee is also used to cover the reasonable costs borne by Finextra and reasonable compensation for managing the peak load capacity system.

Finextra retrospectively pays power plant units and facilities capable of demand-side flexibility fixed compensation for maintaining the capacity, as well as the costs arising from starting up, as specified in the Energy Authority's purchasing decision.

3.1 Peak load capacity fee

The Customer shall pay the peak load capacity fee on the basis of the volume of electricity consumption determined at the connection points used in the Customer's grid invoicing.

The fixed compensation for maintaining the peak load capacity reserve, the reasonable costs borne by Finextra for managing the peak load capacity system, as well as reasonable compensation and possible activation costs, are allocated to electricity consumption during day-time hours (7 am – 9 pm) on weekdays in the winter period of 1 December–28 February. Invoicing takes place retrospectively on a monthly basis.

Costs arising from activating the peak load capacity reserve outside the winter period are allocated to electricity consumption during all hours of the month of activation.

The connection points used in the Customer's invoice and the related measurements correspond to the connection points and measurements used as the basis for invoicing specified in the appendix to the Customer's Main Grid Contract.

The unit price of the peak load capacity fee is determined by the total costs caused by the arrangement, presented in item 3, divided by the total consumption in accordance with grid service invoicing, in the monthly periods mentioned above.

If the Energy Authority retrospectively places Fingrid under obligation to change the amounts withheld on the payments to the units providing peak load reserves due to unavailability, the impact of the change shall be taken into account in the peak load reserve invoicing for the winter period. If the Energy Authority makes its decision during the winter period, the change shall be taken into account in the invoicing of the winter period in question. Otherwise, the change shall be taken into account in the invoicing of the next winter period.

3.2 Value-added tax and other indirect taxes and charges

In addition to the fees specified in this Agreement, the Customer shall pay Finextra the valid value-added tax, plus possible other indirect taxes and charges imposed on Finextra by authorities, concerning the peak load capacity system specified in this Agreement.

4 TERMS OF PAYMENT

4.1 Period of payment

The Customer shall pay the fees specified in items 3.1 and 3.2 per the invoice sent by Finextra. The period of payment is fourteen days. The due date shall be marked on the invoice.

4.2 Complaints

If necessary, the Customer shall make complaints regarding the invoice in writing. Finextra shall verify the invoice and send a potential credit note or 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. There shall be no correction if the amount to be compensated is less than one hundred (100) euros.

4.3 Interest on arrears

If the Customer's payment is delayed, and there are no significant errors in the invoice, the Customer shall pay Finextra the annual interest on arrears stated in the invoice from the due date to the date of receipt of the payment. The annual interest on arrears is the reference rate of interest in accordance with the valid Interest Act.

5 TRANSFERRING OR TERMINATING THE AGREEMENT

5.1 Transferring the Agreement

The Customer is allowed to transfer the Agreement to a third party only in connection with the transfer of a Main Grid Contract. Finextra may transfer the Agreement to a third party if the re-organisation of operations related to the peak load capacity reserve so require.

5.2 Cancellation and termination of the Agreement

If Finextra's duties, per the Act, related to managing the peak load capacity reserve end or change considerably, Finextra has the right to cancel the Agreement. Finextra's obligations and rights arising from the Agreement end when the Agreement ends.

If the Customer's grid service contract with Fingrid Oyj ends, this Agreement is likewise no longer valid.

6 DISPUTES

If the Customer finds that a payment determined by the above stipulations does not conform to said stipulations, the Customer and Finextra shall negotiate to settle the matter. If the dispute cannot be settled, the matter shall be referred to the Energy Authority for decision.

7 OTHER TERMS OF THE AGREEMENT

The administration of the peak load capacity system is subject to this Agreement, the Act, the grounds for the determination of fees levied within the peak load capacity as confirmed through the decisions of the Energy Authority, and the rules of use of peak load capacity.

If amendments are made to the Act or to the rules or terms of the Energy Authority, the valid regulations shall be followed as from their entry into force.

8 SIGNATURES

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

_____ on the _____ day of _____, 2017
Place

Customer Oy

In Helsinki, on the _____ day of _____, 2017

Finextra Oy