

**MARKET AGREEMENT ON FREQUENCY CONTAINMENT
RESERVES FOR NORMAL OPERATION AND DISTURBANCES
BALANCING SERVICE PROVIDER
and
FINGRID OYJ**

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1 PARTIES TO THE AGREEMENT AND INTENT OF THE AGREEMENT

XXXXXX, business identity number YYYYYYY-Y (the Balancing Service Provider), and Fingrid Oyj, business identity number 1072894-3 (Fingrid), have made a market agreement on frequency containment reserves for normal operation and disturbances (the FCR Agreement) concerning the Balancing Service Provider's contribution to maintaining frequency containment reserves.

2 VALIDITY OF AGREEMENT

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

The agreement and the terms and conditions set out in its appendices shall apply for the first time in the trading period starting at 1:00 am (Finnish time) on 22 May 2023. The parties may take measures in accordance with the agreement and the contractual terms and conditions before the start of the said trading period.

The 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 following valid appendices to this agreement.

The following appendices shall apply to all providers of frequency containment reserves for normal operation and/or disturbances:

1. Terms and conditions for the providers of Frequency Containment Reserves (FCR)
2. Technical requirements and prequalification process for Frequency Containment Reserves (FCR)
3. Fingrid's Supplier Code of Conduct

In addition to Appendices 1–3, the balancing service providers who participated and were accepted in the competitive tendering process related to the yearly markets for frequency containment reserves for normal operation and disturbances shall also be subject to Appendix 4, which will be updated to reflect the yearly market price and yearly market capacity for each balancing service provider in each balancing service product on the basis of a yearly market competitive tendering process every calendar year. Appendix 4 specifies which calendar year it applies to:

4. Yearly market appendix

Fingrid shall be entitled to amend the terms and conditions of Appendices 1–3. Fingrid shall provide a written notice of the amendments no later than one (1) month before the amendment takes effect.

4 RESERVE CAPACITY COVERED BY THE AGREEMENT

The balancing service provider may contribute balancing capacity to the hourly and/or yearly markets for frequency containment reserves for normal operation and

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disturbances maintained by Fingrid, provided that Fingrid has approved such balancing capacity in accordance with the process described in Appendix 2. The information on reserve units, including information on their balancing properties, shall be maintained in Fingrid's information system.

5 FEES AND TERMS OF PAYMENT

5.1 Principles for determining fees

The principles for determining the fees based on this agreement are defined in Appendix 1.

5.2 Terms of payment

The terms of payment are specified in Appendix 1.

6 DAMAGES

The contracting parties shall not be liable for loss or damage resulting from action or negligence covered by this agreement unless the loss or damage is found to have been caused by a contracting party or person(s) employed by such a party either wilfully or through negligence that cannot be considered minor. The contracting parties shall not be liable to each other for indirect or consequential loss or damage, 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.

7 ASSIGNMENT, AMENDMENT AND CANCELLATION OF THE AGREEMENT

7.1 Assignment of the agreement

Each contracting party may assign this agreement to a third party with the written consent of the other contracting party.

7.2 Amendment of the agreement

Wherever possible, the contracting parties shall agree in advance on the impacts of significant changes in the properties of the reserve capacity on the volume of reserves maintained.

If the use of the reserve capacity covered by this agreement ends or materially changes as a result of changes taking place in the reserve unit in question, it shall be omitted from the maintenance of reserves. Balancing Service Provider shall agree on the omission of the reserve capacity from the scope of the agreement with Fingrid well in advance.

7.3 Termination and cancellation of the agreement

If the Balancing Service Provider does not have a valid Yearly Market Appendix, either party may terminate the agreement with one (1) month's notice.

Each contracting party shall be entitled to cancel the agreement if the other party is in material breach of this agreement or its terms and conditions. As an alternative to cancellation, Fingrid shall be entitled to temporarily exclude the Balancing Service Provider from the reserve market in accordance with Appendix 1.

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8 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.

9 CONFIDENTIALITY

A contracting party shall only be entitled to disclose confidential information related to this agreement to a third party with the written consent of the other party.

Notwithstanding the foregoing, Fingrid may disclose confidential information to its service providers without the consent of the Balancing Service Provider for the purpose of procuring services related to the arrangement of the procurement of reserves, the maintenance and development of the reserve market, and market supervision. Before the information is disclosed, Fingrid must conclude a non-disclosure agreement with the said service provider that limits the use of party-specific information for the aforementioned purposes.

Furthermore, 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. In addition, Fingrid may disclose information to an electricity market operator in the Finnish bidding zone without the Balancing Service Provider's consent if the operator needs such information for the statutory market supervision of marketplaces.

For the avoidance of doubt, information on the existence of the agreement and the contracting parties shall not be confidential information. Fingrid may publish this information.

10 OTHER TERMS AND CONDITIONS

Each party shall contribute to the implementation of this Agreement. The contracting parties shall provide each other with the necessary information required for the application of this agreement without delay, striving to automate data transfer insofar as possible.

The Balancing Service Provider shall notify the balance responsible party of the reserve unit when this agreement is made and when it ends, if applicable.

Appendices:

1. Terms and conditions for the provider of Frequency Containment Reserves (FCR)
2. Technical requirements and prequalification process for Frequency Containment Reserves (FCR)
3. Fingrid's Supplier Code of Conduct
4. Yearly market appendix