

Unofficial translation

**BALANCING MARKET AGREEMENT  
BALANCING SERVICE PROVIDER  
and  
FINGRID OYJ**

## **1 PARTIES, PURPOSE AND BACKGROUND 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 participation to the Balancing Energy and Balancing Capacity Markets maintained by Fingrid.

For the Balancing Service Provider to participate in the Balancing Energy and Balancing Capacity Markets, it shall, in addition to this Agreement, enter into an Imbalance Settlement Agreement or a Balancing Service Settlement Agreement with the Imbalance Settlement Unit designated by Fingrid.

## **2 VALIDITY OF AGREEMENT**

This Agreement shall enter into force once both parties have signed it and Fingrid has received its designated Imbalance Settlement Unit's notification of a section 1 Imbalance Settlement Agreement or Balancing Service Settlement Agreement in place with the Balancing Service Provider.

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 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 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.

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

### **7.1 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.

### **7.2 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.

## **8 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.

## **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 market-places.

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 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 and possible termination of this Agreement.

Balancing Service Provider shall have a valid Imbalance Settlement Agreement or Balancing Service Settlement Agreement with the Imbalance Settlement Unit designated by Fingrid. At the moment of signing this Agreement the Imbalance Settlement Unit is eSett Oy.

### 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