

Helen Oy Terms and Conditions of Electricity Sales for Corporate Customers

1. Electricity network service and metering

Electricity transmission from the national grid to the metering points is not included in this contract.

Separate electricity network contracts for the electricity metering points concerning electricity distribution/network service have been drawn up with the local distribution system operator.

The local distribution system operator is responsible for energy metering and meter reading.

2. Invoicing

In invoicing, all Customer's sites shall be charged according to the same mean price, in which various cost components have been taken into account. The effects of taxes and other levies valid at any given time shall be added to the prices where they are chargeable.

Invoicing is based on metered electricity consumption with respect to hourly metered electricity metering points. The completion of a balance settlement may give rise to changes in invoicing, and these changes shall be invoiced by the third party according to their impacts according to the information received by the network company or other party responsible for metering.

If it is necessary for invoicing purposes to obtain electricity usage data specific to the metering point or contract, and this data is not automatically submitted to the Seller by the body responsible for metering, the Customer shall provide the Seller the data without charge.

Invoicing takes place monthly in arrears.

The Seller is entitled to charge interest on any late payments starting from the due date, as well as a reasonable collection charge, in accordance with the Interest Act. The Seller is entitled to use Seller's receivables to cover possible counterclaims.

3. Discontinuation of Electricity Supply

In case the Customer has failed to effect payment of an overdue payment, the Seller may send out a payment reminder containing a discontinuation warning. The discontinuation warning states the time at which the electricity supply will be discontinued, unless payment has been fully effected by such time. The Seller cannot carry out the discontinuation until 5 days have elapsed since the dispatching of the discontinuation warning to the invoicing address notified by the Customer. In the case of bankruptcy or a comparable liquidation situation, such discontinuation can be carried out even faster than this. Electricity supply will continue after the discontinuation, when the Customer has paid all the outstanding receivables including penalty interests and related expenses.

Distribution network operator is entitled to temporarily and immediately interrupt or limit the supply of electricity (cut the distribution of electricity) under the certain circumstances. Also the power transmission grid can have interruptions, limitations, faults or other disruptions effecting to the electricity availability or causing quality problems, which can lead to interruptions or

limitations. The Seller is not responsible of any costs related to these or other electricity transmission related interruptions, limitations, rationing, faults or other disruptions. The Seller does not have an obligation to deliver electricity in a case of fault of disturbance in the electricity distribution network. The Seller is not responsible of a variation in frequency or voltage levels.

The electricity user shall report any detected faults or disturbances to the local distribution network operator.

4. Securities

The Seller has the right, before the contract takes effect and during its duration, to check the Customer's creditworthiness and obtain the Customer's confirmed financial statements from the most recently completed financial year.

The Seller is entitled to require securities from the Customer during the validity of the Contract to cover any receivables for a justified reason (for example, if the Customer has neglected to make payments by the due date during the contract or at the request of the authorities). A confirmation shall be drawn up in writing on the lodging of security.

The Seller is entitled to use the securities to cover the Contract based overdue receivables, interests on delayed payments and reasonable collection charges. If the Seller uses securities / advance payments, or a part of those, to cover receivables, the Seller is entitled to require the Customer to complete securities in the case when Contractual relation is continuing.

5. Provision for taking account of measures by the EU, the government, the authorities or the national grid company

Taxes, levies charged by public authorities, standards and obligations concerning the Seller's energy procurement, distribution, price hedging or delivery due to the national obligations by the EU regulations, government's legislative measures or other measures by the authorities or the national grid company, as well as other changes having a direct effect on the Seller's costs for the above-mentioned reasons, shall be taken into account in the energy sales prices and price lists according to their impact.

6. Termination of the Contract

Either contracting party is entitled to terminate the contract in full or in part if the other contracting party has materially breached their contractual obligations. Furthermore, the Seller is entitled to terminate the contract if a material change in circumstances independent of the Seller, such as a change in legislation, makes it unreasonable to meet the contractual obligations.

In case of early termination of the Contract, all sales of physical deliveries between the Contracting Parties referring to this Contract or an updated contract following this Contract shall be netted according to the same day to a single entity of responsibility before the calculation of the final obligation to be invoiced or refunded.

In the above-mentioned final settlement, all sales on physical deliveries between the Contracting Parties shall be valued at the actual exchange rate of the date on the settlement day. If this kind of valuation cannot be performed, the settlement shall be based on the electricity price that the Contracting Party may receive on the market for the duration of the remaining contract period on condition that the terms are otherwise consistent with the terms of the sale to be settled between the Contracting Parties.

7. Principle of equity of the contract

Not limiting what is agreed in the Chapter "Termination of the Contract", if reasons not attributable to the parties, but which have not been possible to be taken into account when signing the agreement, result in an apparent disparity in the obligations to perform by either party during the contract period, the contracting parties shall negotiate with one another to review the terms and conditions in order to remedy this disparity.

8. Customer's liability

Electricity procurement is carried out on behalf of the Customer. The Customer is financially responsible for the purchases it has assigned to be carried out or which have been carried out according to the powers it has granted, and for other obligations arisen on the basis of the Contract.

The Customer is responsible for the basic information, binding instructions and orders it has given to the Seller, on the basis of which the contract is managed. After noticing a deficiency related to this contract or its management or the agreed practices, the Customer is obliged to report it to the Seller with immediate effect.

The scope of the Contract does not encompass obligations related to the REMIT Regulation. The Customer warrants that it is not subject to the REMIT reporting obligations. The Customer is responsible for complying with the applicable legislation (e.g. obligations concerning insider information in the REMIT regulation (EU 1227/2011), the Securities Markets Act (746/2012), etc.).

The Customer shall assure that the Customer will not exploit or disclose insider information related to the electricity market and that the Customer will not aim to distort the electricity market, for example, with a misleading buy or sell order.

The Customer assures that the Customer is not subject to any Sanctions at the time of the conclusion of the Contract and that the Customer is not owned or controlled by a natural or legal person subject to any Sanctions who has a direct or indirect ownership or controlling majority.

A "Sanction" is an economic sanction set by a law, regulation, directly applicable decree or similar provision, regulation or order imposed by the European Union, a Member State of the European Union, Switzerland, the United Kingdom or another European country, the United States Treasury Department's Office of Foreign Assets Control, the United States Department of State, the United Nations and Finnish authorities to a company, private person or state.

If it becomes evident during the validity of this Contract that

a) the Customer is subject to Sanctions and/or

b) the assurance provided by the Customer is not true partially or in full, the Vendor has the right, at its own discretion and without a liability to compensate:

i. immediately discontinue the fulfilment of its obligations under the Contract partially or in full for as long as the Customer is subject to Sanctions or the legislation otherwise requires, and/or

ii. without any prejudice to the right of discontinuation referred to in section i), right to terminate this Contract and/or other possible contracts or orders concluded on the basis of this Contract partially or in full immediately without a period of notice, although the termination ground mentioned in this section would have arisen only after the contractual relationship started, and

iii. request the Customer to compensate the Vendor for losses caused by the termination or discontinuation of the Contract.

9. Seller's liability

The Seller shall, in its expert capacity, the Seller shall perform the task it has been assigned with, exercising the professional skills required by the task, in an objective way and observing good practices, and taking into account the jointly set targets. The Seller must remain independent, both financially and in other ways, of factors that may have a disruptive effect on the Seller's objectivity. When the task concerns the Seller's own, the Customer's or a third party's interests so that objectivity in handling the matter may be impaired, the Seller is obliged to notify the Customer of this. The Seller's employees may receive performance rewards based on the overall results of the Seller or one of its units or business area. Staff salaries are not directly dependent on individual price fixing assignments managed by the Seller or companies in the same group of companies.

After noticing failings in the procurement service or in the practices agreed on with respect to its implementation, the Seller is obliged to notify the Customer of them with immediate effect.

The Seller shall not guarantee that the forecasts and analyses it has provided will be realised, but provides them as an interpretation and recommendation on the basis of the conditions and portfolio status prevailing at any given time. The Seller shall not be responsible for actions carried out on their basis or for any direct or indirect damage resulted from them.

The Seller is responsible for the Customer's possible direct damages, which are caused by Seller's breach of the Contract. The Seller's liability covers only the claim for compensation agreed in this chapter and other consequences expressly agreed in the Contract but no other consequences.

The Seller is not liable for any indirect or consequential damage, such as lost profit or damage resulting from another contractual obligation, or other damage that is difficult to foresee, or for damage the incurrence of which was contributed to by the Customer, or where the Customer has neglected to take such action to prevent, avoid or mitigate the damage that it can reasonably be expected to take.

The maximum amount of compensatory damages to the Seller is the amount of 12 months' service fee. In any case the Seller's liability for damages does not exceed 10 000 EUR (ten thousand) EUR per calendar year. However, this restriction shall not apply to

cases of intentionality or gross negligence. The Customer is entitled to make possible claims based on breached Contract terms to the Seller without delay.

10. Force Majeure

In the case of force majeure, The Seller has the right to restrict the service specified in this Agreement or to interrupt the service completely.

Cases of force majeure are deemed to cover any events which The Seller could not have prevented through reasonable caution and which make the fulfilment of Sellers service specified in this Agreement impossible or impair it essentially or make it financially or otherwise unreasonable.

Cases of force majeure include among others war, terrorism, country's internal unrest, vandalism, sabotage, explosion, fire, flooding, 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, essential interruption or disturbance in electricity generation, network operations, cross-border electricity transmission or supply or distribution of commodities, freight, energy, fuel or raw material or other corresponding event of unusual and significant impact beyond the control of the contracting parties.

Force majeure is also considered to cover interruption in power production or such damage in the power production or power transmission system caused by the above causes for which no reasonable preparations could have been made, taking into account the principles generally applied to the Nordic power systems.

The Seller must notify the Customer immediately about the occurrence of force majeure and also when force majeure ceases.

11. Confidentiality and professional secrecy

The contracting parties shall agree to keep confidential all materials and information received from one another and not to use them for purposes other than those referred to in this contract or required by the authorities.

The contracting parties shall make sure in their own areas of responsibility that provisions concerning data protection or other non-disclosure and the regulations issued by the authorities are observed. The contracting parties are entitled to provide unspecified statistical information to organisations in their branch of industry.

The contracting parties understand that this Contract entity does not include any other personal data than contact information of the Contact persons.

The Customer agrees not to pass any material and information it has received (incl. analyses and reports) or disclose their content to third parties, including electricity sellers, consultants or other providers of electricity portfolio management services. The Customer agrees to keep confidential the contents of this contract.

The non-disclosure obligation does not apply to material or information (i) that is generally available or otherwise public, (ii)

that the contracting party has obtained by legal means from a third party without an obligation of professional secrecy, (iii) that was legally in the possession of the contracting party without it being subject to an obligation of professional secrecy before obtaining it from the other contracting party or their representative, (iv) that the contracting party has independently developed without utilising any confidential material obtained from the other contracting party or their representative, or (v) that must be disclosed by virtue of legislation, regulations issued by the authorities or the exchange's rules, provided that this has been negotiated on in advance between the other contracting party. The contracting parties' confidentiality obligation shall also continue after the termination of the contract for five (5) years.

The Customer shall give its consent to the Seller to use the Customer's name, scope of electricity supply and the duration of customer relationship as reference data in the marketing of similar services.

12. Intellectual property rights

The Seller shall hold the proprietary rights, copyright, trade mark right and all other intellectual property rights to the supplied material and the material in the online service, unless otherwise stated. The Customer shall not be entitled to use the plans, reports, files or other intellectual property produced by the Seller without the Seller's written consent for any subject or purpose other than those required by the Contract or to make them available to a third person in any form.

13. Transfer of contract to a third party

Neither party may transfer the contract to a third party without written consent by the other contracting party. A consent is not needed in the case in which the Seller corporatizes the part of the business that is responsible of electricity selling or electricity portfolio service, or the part of the business that the Contract is to be transferred.

14. Settlement of disputes and applicable law

Efforts shall be made to settle any disputes arising from the contract through negotiations. If they so wish, a contracting party may seek resolution to a dispute arising from this contract through an arbitration court for a final solution if contracting parties have not reached consensus in five (5) banking days from the beginning of the above-mentioned negotiations. In such a case, the dispute shall be resolved in confidence in arbitration composed of one arbitrator and in compliance with the rules of the Arbitration Institute of the Central Chamber of Commerce. The arbitration will be conducted in Helsinki in Finnish. Chapter "Confidentiality and professional secrecy" is followed also in the arbitration, the information given during the arbitration and the result of the arbitration.

Billing related disputes shall be settled by the Helsinki District Court.

This contract and its appendices shall be subject to Finnish legislation, in Finnish, without taking into account any legal principle or regulation that may result in the application of the legislation of another country.