

MICROGENERATION ELECTRICITY PURCHASE TERMS OF CONTRACT FOR CORPORATE CUSTOMERS – 03/2024

1 Scope of application

1.1 These terms of contract (hereinafter referred to as **"the Terms of Contract"**) are applied to the contract (hereinafter referred to as **"the Contract"**) between Helen Ltd (hereinafter referred to as **"Helen"** or **"the Vendor"**) and the Customer specified in the definitions at the end of these Terms of Contract concerning the Service in which Helen purchases the Surplus Production produced by the Customer's Microgeneration Plant.

1.2 The Customer and Helen are referred to jointly as **"the Contracting Parties"** and separately as **"the Contracting Party"**.

2 Definitions

2.1 The definitions of the content of the words and terms capitalised in these Terms of Contract are provided in chapter 1 and, in more detail, at the end of these Terms of Contract (under **"DEFINITIONS"**).

3 The purpose of the Contract and prerequisites for the entry into force and validity of the Contract

3.1 In the Service pursuant to this Contract, the Customer acting as a small producer delivers and Helen receives and purchases the Surplus Production produced by the Customer's Microgeneration Plant under the terms and conditions of this Contract delivered to the network of the local distribution system operator.

3.2 The prerequisites for the entry into force and validity of the Contract are: a) the Customer's Microgeneration Plant is connected to the network; b) there is a meter at the delivery site of the Microgeneration Plant that can measure the amount of the Surplus Production against the quarterly imbalance, i.e. in a manner required by the 15-minute imbalance settlement period (or other currently valid legislation); and c) that the Customer has a valid electricity supply contract with Helen at the delivery site of the Microgeneration Plant.

3.3 The maximum size of a Microgeneration Plant within the meaning of this Contract is 1,000 kVA. The Customer assures that the size of the Customer's Microgeneration Equipment does not exceed 1,000 kVA at the time of concluding the Contract. The Customer is obligated to inform Helen of its intention to increase the capacity or size of the Microgeneration Plant as well as of other changes to the information.

4 Concluding the Contract, entry into force and validity

4.1 The Contract is concluded in writing or electronically. If the Contract is concluded in writing and the prerequisites in section 3.2 are fulfilled, the Contract enters into force when the Contracting Parties have signed the Contract.

4.2 If the Contract is concluded electronically and the prerequisites in section 3.2 are fulfilled, the Contract enters into force when the Customer has delivered the information required for the provision of the Service laid down in section 6.1 to Helen and Helen has sent the Customer the Confirmation of Contract.

4.3 The Contract is valid until further notice. Each Contracting Party has the right to terminate the Contract with a two-week (2) period of notice. Helen has the right to terminate the Contract with immediate effect without a period of notice if it becomes evident that the Customer's Microgeneration Equipment was larger than agreed in section 3.3 at the time of concluding the Contract, the Customer neglects its reporting obligation pursuant to section 3.3 or the size of the Customer's Microgeneration Plant exceeds the limit agreed in section 3.3 during the validity of the Contract.

4.4 The termination of the Contract does not remove the obligations and responsibilities of Helen and the Customer related to the Contract created during the validity of the Contract, but the obligations and responsibilities are charged or refunded in accordance with their impacts.

4.5 The Customer confirms that it has familiarised itself with these Terms of Contract and Helen's terms of electricity sales valid at any given time mentioned in section 5.1 by signing the Contract or by ordering the Service under this Contract from Helen through Helen's website.

4.6 If the Contract is not signed electronically, the Contract is prepared in two (2) identical copies, one (1) for each Contracting Party. If the Contract is signed electronically, the Contracting Parties both receive an identical electronic copy of the Contract.

5 Contract Documents

5.1 The Contract consists of the following Contract Documents, which are mutually complementary:

1. Confirmation of Contract or a signed Contract Document
2. These Terms of Contract
3. Helen's terms of electricity sales valid at any given time (as applicable)

5.2 For the sake of clarity, it is to be stated that, to the extent that it has not been otherwise agreed in writing, Helen's terms of electricity sales valid at any given time are applied to this Contract as stated in section 5.1 and as applicable, and they are available at Helen's website <http://www.helen.fi/>.

5.3 If there is a conflict between the Contract Documents, they are applied in the above order, as numbered, from smallest to largest.

6 Information on the delivery and production site of electricity

6.1 Before the entry into force of the Contract and/or when ordering the Service, the Customer is obligated to send or report to Helen (e.g. through Helen's website) the information concerning the Customer and the delivery and production site of electricity (such as the GSRN number, the Customer's contact information and delivery site information) which Helen requires. The information sent to Helen by the Customer is verified through the Confirmation of Contract sent to the Customer.

6.2 After receiving the Contract Document or Confirmation of Contract to be signed, the Customer is obligated to check that the information recorded in the Contract Document or Confirmation of Contract to be signed is correct.

7 Content of the Service

7.1 The application of the Contract and production of the Service will start when the distribution system operator begins delivering metering data concerning the electricity production of the Customer's Microgeneration Plant to Helen.

7.2 In the Service pursuant to the Contract, Helen receives the Surplus Production produced by the Customer's Microgeneration Plant as an open delivery. In other words, Helen buys the Surplus Production produced by the Customer's Microgeneration Plant and takes care of the imbalance settlement responsibility related to the Surplus Production.

7.3 The distribution system operator measures the amount of the Surplus Production produced by the Customer's Microgeneration Plant, and the purchase price of the Surplus Production paid (or charged) by Helen is based on the metering data received from the distribution system operator.

7.3 Helen strives to show the amount of the Surplus Production through its digital service available at the given time (hereinafter referred to as "**the Digital Service**"). Helen does not guarantee uninterrupted or flawless operation of the Digital Service nor that it is suitable for the Customer's use. The currently valid definitions of Helen and the terms of use reported to the Customer apply to the Digital Service, and the use of the Digital Service requires that this Contract is valid as well as Helen's electricity sales customership, in other words, an electricity supply contract with Helen, registering with the Digital Service and approval and compliance with the terms of use of the Digital Service. For the sake of clarity, it is noted that the amount of Surplus Production and the contract price paid or charged for it are not based on the information shown in the Digital Service but always on the metering data received from the distribution system operator.

8 Contract prices

8.1 Unless otherwise agreed in writing, Helen buys the Surplus Production on the grid marketplace according to the contract prices indicated on the Helen.fi website or stated in the contract confirmation.

8.2 The purchase price paid to (or charged from) the Customer by Helen monthly is formed on the basis of the hourly spot price (deducted with the delivery charge) and the amount of Surplus Production fed to the distribution network measured by the distribution system operator. The Contract basic charge paid to Helen by the Customer monthly is deducted from the sum.

8.3 For the sake of clarity, it is noted that a) the Customer is obligated to pay the aforementioned delivery charge for all the Surplus Production which Helen buys in accordance with this Contract and b) if the purchase price is negative due to the low or negative value of the spot price and the deduction of the delivery charge, the Customer is (in addition to the monthly paid Contract basic charge) obligated to pay the said negative purchase price to Helen.

8.4 All the prices are VAT 0%. The impacts of currently valid taxes and charges are added to the prices to the extent that they need to be collected.

9 Billing

9.1 Helen refunds or charges the purchase price of the Surplus Production calculated in accordance with the section "Contract prices" (as well as other charges mentioned in section 8) on the delivery site invoice of the Microgeneration Plant.

9.2 Helen has the right to use the fees charged from or refunded to the Customer by Helen for the Surplus Production delivered to the distribution network by the Customer and purchased by Helen in accordance with these Terms of Contract for collecting the due receivables, accumulated interest for late payment and reasonable collection costs related to the Customer's purchases from Helen which are based on electricity supply or sales contracts.

10 Electricity network service and metering

10.1 The electricity distribution from the main grid to the electricity delivery sites is not included in the Service pursuant to the Contract.

10.2 The Customer must have valid, separate electricity distribution contracts concerning the electricity distribution/network service with the distribution system operator at the delivery site of the Microgeneration Plant, which is a prerequisite for delivering the Surplus Production to Helen pursuant to the Contract.

10.3 The local distribution system operator is responsible for the energy metering and meter reading related to the Surplus Production and in general. Helen is not responsible for any unrealised purchase caused by the inoperability of the network service and/or other indirect loss possibly caused to the Customer by the inoperability of the network service.

11 Suspension of the electricity supply and disturbances

11.1 Under certain circumstances, the grid operator has the right to suspend the network service or regulate the supply of electricity. In addition, there may be suspensions, restrictions, defects or other disturbances in the main grid related to the supply or quality of electricity, which may lead to suspensions or restrictions. The Vendor is not responsible for any harm or loss caused to the Customer by such or any other electricity distribution-related suspensions, restrictions, regulation, defects or disturbances.

11.2 The Vendor is not obligated to provide the Service or receive the Surplus Production in case there is a failure in the electricity networks. The Vendor is not responsible for frequency or voltage variations.

12 Provision concerning the taking into account of the measures of the EU, government, authorities or transmission system operator

12.1 Taxes, public fees, standards, obligations and targeted at the Vendor's energy acquisition, distribution, cost-price hedge or delivery resulting from the intrastate EU regulation obligations, the legislative measures of the government and other measures of the authorities or the transmission system operator as well as other changes caused by the aforementioned which directly affect the Vendor's costs are taken into account in the price list and the contract price of the Surplus Production according to their impacts.

13 Termination of the Contract

13.1 Either of the Contracting Parties can terminate the Contract in part or full if the other Contracting Party has materially breached its contractual obligations and fails to rectify its negligence within fourteen (14) days after receiving information about the breach from the other Contracting Party.

13.2 In addition, the Vendor has the right to terminate the Contract with immediate effect without a period of notice if a substantial change in circumstances not attributable to the Vendor, such as a legislative change, makes the performance of the Contract excessively difficult.

14 The Customer's responsibility

14.1 The Customer is responsible for the information provided by it to the Vendor. After observing a shortcoming in this Contract, its management or in the agreed practices, the Customer is obligated to immediately report this to the Vendor.

14.2 The Customer must also report any defect or disturbance in the electricity network observed by it to the local distribution system operator.

14.3 The Service does not cover the obligations set in the REMIT Regulation. The Customer assures that it is not subject to REMIT reporting obligation. The Customer is liable, for its own part, to comply with the applicable legislation (e.g. REMIT Regulation obligations concerning inside information, Securities Markets Act (746/2012), Market Abuse Regulation (MAR) (2014/596/EU)).

14.4 The Customer is fully responsible for the Microgeneration Plant and its use as well as for ensuring that the Microgeneration Plant is in accordance with the valid regulations and that it is connected to the distribution network in accordance with the valid regulations.

14.5 The Customer is obligated to ensure that the delivery site has a valid electricity connection and distribution contract with the local distribution system operator, which includes the activated hourly metering equipment required by the delivery during the validity of the Contract. The Customer is also responsible for all possible costs related to the distribution network.

14.6 If delivery site or contract-specific production information is required for paying (or charging) the purchase price mentioned in section 8 which the distribution system operator does not deliver to Helen automatically, the Customer is obligated to deliver this information to Helen free of charge.

14.7 The Customer is responsible for any tax-related notification needs and any related tax consequences caused to the Customer.

15 The Vendor's responsibility and limitation of liability

15.1 The Vendor is responsible towards the Customer for any direct losses caused by the Vendor's breach of contract. The Vendor's responsibility in the event of a breach of contract only covers the compensation agreed in this section and other consequences expressly agreed in the Contract, but no other consequences.

15.2 The Vendor's maximum amount of compensation pursuant to the Contract is the amount of the delivery charges paid to the Vendor by the Customer pursuant to this Contract within the last twelve (12) months, but no more than ten thousand euros (10,000). The Vendor is not liable for any indirect or consequential losses, such as loss of profit or damage or other unforeseeable losses or such losses to which the Customer has contributed or in which the Customer has failed to take action to limit, prevent or restrict the loss in a manner reasonably required of it.

15.3 However, the Vendor's restriction of liability is not applied to losses that were caused to the Customer by the Vendor's intentional acts or gross negligence. The Customer must present any claims against the Vendor related to the breach of the Contract without undue delay.

16 Force Majeure

16.1 In the event of a force majeure, the Vendor has the right to restrict the Service under this Contract or fully suspend or postpone it.

16.2 A force majeure is deemed to be an event that the Vendor could not have prevented with reasonable care and that makes it impossible for the Vendor to deliver the Service pursuant to the Contract or makes it materially more difficult or otherwise excessively more difficult.

16.3 Examples of force majeure circumstances include war, act of terrorism, internal unrest, vandalism, sabotage, explosion, fire, flood, hurricane or other exceptional weather condition, general suspension of traffic, labour strike or work stoppage of a key group, lockout declared by an employers' organisation, action by the authorities, material suspension or disturbance in electricity production, electricity network or cross-border electricity distribution or in the delivery and distribution of goods, freight, energy, fuel or raw materials or another unordinary reason with similarly significant impacts.

16.4 A force majeure is also deemed to be a lack of fuel caused by the aforementioned reasons and a failure of a power generation or power system which could not be reasonably foreseen when taking into account the security of supply obligations generally applied in power systems of the Nordic countries. The Vendor must inform the Customer of the occurrence and removal of the force majeure circumstance without undue delay.

17 Confidentiality and secrecy

17.1 The Contracting Parties undertake to keep the material and information received from the other party confidential and refrain from using them for purposes other than those pursuant to the Contract or required by the authorities.

17.2 In their own areas of responsibility, the Contracting Parties must ensure that the data protection provisions or other provisions concerning confidentiality as well as the orders issued by the authorities are taken into account. The Contracting Parties have the right to disclose non-identifying statistical data to the organisations in its industry. The Contracting Parties note that this Contract taken as a whole does not contain personal data other than the contact information of the contact persons.

17.3 The Customer undertakes not to disclose material (including analyses and reports) and information obtained as well as their content to third parties, including electricity sellers, consultants or other providers of services similar to electricity portfolio management. The Customer undertakes to keep the content of this Contract confidential.

17.4 The obligation of secrecy does not concern material and information (i) which are publicly available or otherwise public, (ii) which the other Contracting Party has legally received from a third party without an obligation of secrecy, (iii) which were legally possessed by the Contracting Party without an obligation of secrecy before obtaining them from the other Contracting Party or its representative, (iv) which the Contracting Party has independently developed without utilising the confidential material received from the other Contracting Party or its representative or (v) which must be disclosed pursuant to the legislation, orders of the authorities or the stock exchange rules, provided that this was negotiated with the other Contracting Party in advance. The obligation of confidentiality concerning the Contracting Parties continues after the validity of the Contract has expired for five (5) years.

17.5 The Customer gives its consent to the Vendor for using the Customer's name, extent of the electricity supply and duration of the customership as reference information when marketing similar services.

18 Immaterial property rights

18.1 The ownership, copyright, trademark rights and all other immaterial property rights of the Service, including the Digital Service, belong to the Vendor, unless otherwise notified.

18.2 The Customer does not have the right, without the Vendor's written consent, to use the plans, reports, files or other intellectual products created through the Vendor's actions to

sites or purposes other than those required by the Contract nor hand them over in any form to be used by a third party.

19 Transfer of the Contract to a third party

19.1 A Contracting Party is not entitled to transfer the Contract to a third party without the written consent of the other Contracting Party. However, the Vendor has the right transfer the Contract without the Customer's consent to a third party if the Vendor incorporates the Vendor's business unit responsible for electricity sale or portfolio management or part of the unit for which the Contract is to be transferred. The Vendor also has the right to transfer its receivables under the Contract to a third party.

20 Amending the Terms of Contract

20.1 Helen has the right to adjust the terms and prices of the Contract and the service fees by informing the Customer thirty (30) days before the changes enter into force. The time starts when the notification is sent. Helen reports the amendments to the postal or email address provided by the Customer.

20.2 After receiving the information about the amendment, the Customer has the right to terminate the Contract with a period of notice of fourteen (14) days. In this case, the amended prices, terms or pricing will not apply to the Customer, unless the amendment is due to a decision by the authorities or a change in legislation.

21 Applicable law and settlement of disputes

21.1 This Contract is subject to Finnish legislation, excluding the connecting factor rule of Finnish legislation.

21.2 The resolution of any disputes arising from the Contract shall primarily be sought through negotiation. If a resolution to the dispute is not reached through negotiation, each Contracting Party has the right to refer the dispute to the District Court of Helsinki as the first stage of dispute resolution.

22 Contact details

22.1 Helen Ltd, switchboard: tel. 09 6171, asiakaspalvelu@helen.fi or www.helen.fi.

DEFINITIONS

In these Terms of Contract:

Customer refers to a business customer or other similar corporate customer which sells the Surplus Production of its Micro-generation Plant to Helen. Customer also refers to the electricity user in the terms of electricity sales mentioned in section 5.2.

Helen refers to Helen Ltd (business ID: 2630573-4)

Vendor refers to Helen.

Service refers to the reception and buying of the Surplus Production of the Customer's Microgeneration Plant described in section 7 of the Terms of Contract as well as to other services described in section 7.

Microgeneration Plant refers to the microgeneration equipment (e.g. a solar power system) located in the property owned or leased by the Customer, which produces electricity mainly for the Customer's own use with a maximum size of 1,000 kVA.

REMIT Regulation refers to Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency.

Terms of Contract refer to these general terms and conditions of contract.

Spot price refers to the hourly price for the Finland pricing area issued by the Nordic power exchange, Nord Pool Spot.

Surplus Production refers to the excess electricity production of the Customer's Microgeneration Plant produced at the Customer's delivery site which is not used by the Customer and which is measured by the distribution system operator (kWh) at the delivery site.