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| Service contract |
| xx.xx.2022 |
| Gasgrid Finland Oy  and  [N.N OY] |

**Contents**

[1 PARTIES 4](#_Toc99048686)

[2 BACKGROUND AND PURPOSE OF THE CONTRACT 4](#_Toc99048687)

[3 DEFINITIONS 4](#_Toc99048688)

[4 INFORMATION SYSTEMS 4](#_Toc99048689)

[5 OBLIGATIONS OF THE ACCOUNT HOLDER 5](#_Toc99048690)

[5.1 Payments 5](#_Toc99048691)

[5.2 Updating the account and maintaining basic information 5](#_Toc99048692)

[5.3 Cancelling guarantees of origin 6](#_Toc99048693)

[5.4 Transfer of rights and obligations 6](#_Toc99048694)

[6 ERRORS IN TRANSACTIONS 6](#_Toc99048695)

[7 PERSONAL DATA PROCESSING AND SECURITY 7](#_Toc99048696)

[8 LIABILITIES 7](#_Toc99048697)

[9 FORCE MAJEURE 8](#_Toc99048698)

[10 ACT ON THE OPENNESS OF GOVERNMENT ACTIVITIES, CONFIDENTIAL MATERIAL AND SECRECY   
OBLIGATIONS 8](#_Toc99048699)

[11 VALIDITY AND TERMINATION OF THE CONTRACT 9](#_Toc99048700)

[11.1 Validity of the Contract 9](#_Toc99048701)

[11.2 Termination by the Account Holder 9](#_Toc99048702)

[11.3 Termination by the Issuing Body 9](#_Toc99048703)

[12 OTHER TERMS OF CONTRACT 10](#_Toc99048704)

[12.1 Contract entity 10](#_Toc99048705)

[12.2 Separation of terms 10](#_Toc99048706)

[12.3 Notifications 10](#_Toc99048707)

[12.4 Intangible rights 10](#_Toc99048708)

[12.5 Amendments 10](#_Toc99048709)

[12.6 Transfer of the Contract 10](#_Toc99048710)

[12.7 Termination of the Issuing Body's services related to guarantees of origin 10](#_Toc99048711)

[12.8 Terms remaining after termination 11](#_Toc99048712)

[13 APPLICABLE LAW AND SETTLEMENT OF DISPUTES 11](#_Toc99048713)

[14 COPIES OF THE CONTRACT 11](#_Toc99048714)

**Appendices**

Appendix 1 Domain Protocol established by the Finnish Energy Authority

Appendix 2 Price list (based on the pricing method established by the Energy Authority)

Appendix 3 Contact information

Appendix 4 Power of attorney template

# PARTIES

This service contract (hereinafter 'Contract') has been concluded between the following parties

1. Gasgrid Finland Oy, Business ID 3007894-1, Keilaranta 19 D, FI-02150 Espoo, Issuing Body (hereinafter 'Issuing Body')

and

1. [Company name], Business ID [xxxx], [Address], Account Holder (hereinafter 'Account Holder')

An extract from the Trade Register or an equivalent official document and the names of persons authorised to sign must be provided as an attachment to the Contract.

The Issuing Body and the Account Holder are hereinafter jointly referred to as 'Parties' and separately as 'Party'.

The contact details of both Parties and the Account Holder's invoicing details can be found in Appendix 3, Contact information, to the Contract.

# BACKGROUND AND PURPOSE OF THE CONTRACT

The Finnish Act on Guarantees of Origin for Energy 1050/2021 entered into force on 3 December 2021, and the natural gas transmission system operator, Gasgrid Finland Oy, has been appointed the Issuing Body of the register of guarantees of origin for gas and hydrogen ('Register'). Gasgrid Finland Oy is responsible for issuing guarantees of origin for gas and hydrogen and for maintaining the system and register of guarantees of origin in Finland (excluding Åland Islands).

With this service contract, the Account Holder joins the Issuing Body's electronic web-based register of guarantees of origin for gas and hydrogen. This Contract and its appendices, as well as the current Domain Protocol established by the Energy Authority, apply to the Account Holder and the use of the register of guarantees of origin.

The operating principle of the guarantee of origin system is described in the current Domain Protocol established by the Energy Authority, and the pricing is based on the current pricing method established by the Energy Authority.

# DEFINITIONS

Unless otherwise specified, the definitions in the Domain Protocol established by the Energy Authority also apply to this service contract.

# INFORMATION SYSTEMS

The Account Holder is obliged to acquire, at its own expense, the communication devices and connections necessary for the use of the Register. The Account Holder is responsible for using adequate and modern methods and technologies to ensure the security of the use of the Register and the accuracy and consistency of the information contained and transmitted in the Register.

The Register is based on electronic account entries. The Register does not process money transactions related to the trading of guarantees of origin, but only documents the entries related to guarantees of origin.

The Issuing Body has the right to implement the Register as it sees fit and to change it and the IT requirements set for the use of the Register. The Issuing Body must notify the Account Holder of material changes in writing, no later than 30 days before the introduction of the changes. In urgent cases, changes may be made without prior notice. In this case, the Issuing Body must notify the Account Holder in writing as soon as possible after the implementation of the change. The Issuing Body must notify the Account Holder of a planned outage of the Register four days before the planned outage. The Account Holder must be notified as soon as possible of any other outages preventing the use of the Register.

The Issuing Body shall have the right to restrict the use of Register services by the Account Holder or to block access altogether if the Account Holder improperly uses the system or the Account Holder has not fulfilled its obligations under the Contract.

# OBLIGATIONS OF THE ACCOUNT HOLDER

## Payments

The Account Holder is obliged to pay the charges invoiced by the Issuing Body under this Contract. The payments consist of fixed charges and use-based charges. The Energy Authority establishes the pricing method. The current price list is published on Gasgrid Finland Oy's website. The current value added tax and any other indirect taxes and fees imposed by the authorities are added to the prices.

The price list is updated annually, and the Issuing Body publishes the new price list no later than on 30 November of the year preceding the entry into force. The new price list replaces the previous price list, and the new price list is applied from the beginning of the year following its publication.

The Issuing Body shall have the right to change the prices also during the calendar year if the content of the service changes significantly due to a reason beyond the control of the Issuing Body or if additional costs arise that could not reasonably be foreseen in connection with the annual price list review. The Issuing Body notifies a change in prices no later than one month before the entry into force of the change.

Use-based charges are invoiced four times a year in arrears, by quarter: In April, July, October and January, always the previous three (3) months at a time. Fixed charges are invoiced in April. Separately invoiced work, such as any hourly work, are invoiced with the quarterly invoice following the work. The fixed charges for recently registered new Production Devices and Account Holders are invoiced with the first possible quarterly invoice. Fixed charges are non-refundable if the Account Holder terminates the Contract during the year.

The payment period for invoices is 14 days from the date of the invoice. There is no separate invoicing surcharge. The interest on arrears is the interest on arrears in accordance with the current Finnish Interest Act. A payment reminder fee of EUR 5 is charged for payment reminders. Possible recovery actions start after two payment reminders.

## Updating the account and maintaining basic information

An account is created for the Account Holder in the web-based register of guarantees of origin. The link to the Register can be found on the Issuing Body's website. Only registered users can log in to the Register with personal IDs. The Account Holder ensures that the information related to the organisation and contact persons attached to the account is correct and up-to-date and updates it in the Register as needed. The Account Holder is responsible for the accuracy, timeliness and reliability of the information in the Register and complies with legislation and decrees issued pursuant to it as well as documents supplementing legislation.

The Account Holder is also responsible for the accuracy of the information on the production devices attached to its account. Changes related to the information on production devices must always be notified separately to the Issuing Body.

## Cancelling guarantees of origin

Account Holders with guarantees of origin in the register may cancel them. The Account Holder declares that the guarantees of origin are cancelled (used) as described in legislation and in the Domain Protocol established by the Energy Authority.

## Transfer of rights and obligations

Rights and obligations related to the guarantee of origin account cannot be transferred to a third party without the prior written consent of the Issuing Body. The Issuing Body cannot refuse to give consent on unjustified grounds.

# ERRORS IN TRANSACTIONS

If the Parties discover an error in the issuing, cancellation or other processing of a guarantee of origin, the other Party must be notified of the matter as soon as possible.

If there is an error in the issuing, cancellation or processing of a guarantee of origin, or if the error is due to unauthorised use or a malfunction of the Register, the Parties shall cooperate and use all reasonable means to ensure that the error does not result in unlawful gain. In the event of an error, the Issuing Body may remove or add guarantees of origin in the Account Holder's account. If a sufficient number of guarantees of origin have not been issued, the Issuing Body shall grant the guarantees of origin as soon as it has received the correct information.

If it transpires that the information on any of the guarantees of origin is incorrect, the Issuing Body shall have the right to delete such guarantees of origin and other guarantees of origin of the same type, provided that such guarantees of origin are in the Account Holder's account of transferable guarantees of origin at the time of deletion.

When the transactions are made at the Account Holder's request or the Account Holder has participated in them in accordance with this Contract, the Domain Protocol established by the Energy Authority and all applicable technical requirements, and the Account Holder does not raise a claim that the transaction is incorrect within the time limit for filing a claim for rectification, the Account Holder must accept the legal effects of the transaction.

# PERSONAL DATA PROCESSING AND SECURITY

The Account Holder is aware of the processing of the personal data provided in connection with joining the register of guarantees of origin by the Issuing Body to the extent that the processing is necessary for the administration and maintenance of the register. Further information on the processing of personal data by the Issuing Body can be found in Gasgrid Finland's privacy statement, which is available on the Gasgrid Finland website. The controller is the Issuing Body, the basis for processing personal data is the legal obligations imposed on the Issuing Body by the Act on Guarantees of Origin for Energy (1050/2021), and the processing of personal data is subject to the current Finnish Data Protection Act (1050/2018) and the applicable EU data protection regulations. For example, the Account Holder has the right, upon request, to be informed of the entries made in the personal data register of the Issuing Body and to rectify the personal data provided. The rights of the Account Holder and other data subjects are described in more detail in the aforementioned privacy statement. Personal data are deleted from the Register when their processing is no longer necessary under data protection or other legislation.

The Issuing Body takes the necessary measures related to security to ensure that the obligations and requirements set for the Issuing Body in data protection legislation and the Finnish Act on Information Management in Public Administration (906/2019) are complied with.

# LIABILITIES

The Account Holder must comply at all times with the applicable legislation and with the Domain Protocol established by the Energy Authority. The Issuing Body shall not be liable for any damage caused to the Account Holder, unless it is a task for which the Issuing Body is solely responsible, and the damage was caused intentionally or through negligence in the performance of the task.

If the Account Holder suffers damage due to the negligence of the Issuing Body, the Account Holder must claim compensation from the Issuing Body alone. If the Account Holder suffers damage due to the negligence of other users, market participants or third parties, the Account Holder must claim compensation from the party who caused the damage alone. The Account Holder is obliged to take all reasonable steps to prevent or limit the amount of damage caused. If the Account Holder does not prevent or limit the occurrence of damage in an appropriate manner, the compensation may be reduced.

Neither the Account Holder nor the Issuing Body shall be liable for indirect or consequential damage, such as damage caused by a decrease in production or business, lost profits or other third-party claims. However, these limitations of liability do not apply in the case of intentional misconduct or damage caused intentionally.

The Issuing Body cannot guarantee that the Register is always available, for example, in situations where there are disruptions in the functioning of information systems. Any downtime will be kept as short as possible.

The Account Holder must release the Issuing Body from liability and claims from third parties if the Account Holder has caused damage through its own actions, such as transactions, transfers or cancellations contrary to the Domain Protocol established by the Energy Authority.

The Account Holder is liable for its own tax-related obligations and for any practical measures related to excise duties towards the Tax Administration.

if the terms of this section 8 are not applicable or valid under applicable law, these terms shall apply to the extent permitted by applicable law.

# FORCE MAJEURE

The Issuing Body has the right to suspend the maintenance of the service due to force majeure. Force majeure is considered to be circumstances beyond the control of a party which could not reasonably have been foreseen by the party and which, during or after their duration, prevent or significantly impede the performance of the party's contractual obligations and which cannot reasonably be prevented or eliminated. Force majeure may include fire, explosion, flood, earthquake, measures and orders by the authorities, war or mobilisation, unexpected large-scale military conscriptions, seizure, import ban, force majeure of a foreign gas equipment supplier, currency restrictions, propulsion restrictions, general shortage of raw materials or consumables, strike, labour dispute, pandemic, epidemic, force majeure of a Register supplier, or other circumstances beyond the control of the parties.

If a party wishes to invoke force majeure, it must notify the other party in writing within a reasonable time after it has become aware of the force majeure.

Force majeure suspends the performance of the parties' contractual obligations for as long as the obstacle has existed in respect of each contractual obligation or for as long as was necessary to remove the consequences of the obstacle.

# ACT ON THE OPENNESS OF GOVERNMENT ACTIVITIES, CONFIDENTIAL MATERIAL AND SECRECY OBLIGATIONS

According to the Finnish Act on the Openness of Government Activities (621/1999), documents of the authorities are public, unless otherwise specifically provided for in the Act or other legislation. Secrecy obligations and deviations from them are provided for in Chapters 6 and 7 of the Act on the Openness of Government Activities. Section 24 of Chapter 6 lists the documents to be kept secret by the authorities, which include documents containing information on private trade secrets. In principle, the Issuing Body publishes a list of all registered account holders and the gas production devices connected to the account of a particular account holder.

The Parties acknowledge that this Contract and the Register Data may be subject to requests for information. In the event of a request for information concerning this Contract or the Register Data, the Parties shall be given the opportunity to express their views on the public nature of the Contract or the Register Data before the authorities decide on the matter.

When taking decisions and otherwise exercising its functions, an authority is obliged to ensure that access to information on the activities of the authority is not restricted without proper justification laid down by law and no more than is necessary, and that those requesting information are treated fairly.

Where consideration is given to the disclosure of information which is secret to the public to a predefined recipient of information, care must be taken, within the limits indicated by the provision containing the presumption of publicity or secrecy, to ensure that the recipient is bound by the obligation of secrecy under this Act and that the information is disclosed to persons other than the authorities and those acting within them only if there is a compelling public reason for disclosing the information.

Commercial, technical, strategic, financial or other sensitive information that is not publicly known and is normally considered relevant and confidential must be treated as confidential information by both Parties, regardless of whether the information in question is expressly designated as confidential. Disclosure of confidential Information requires the prior written consent of the other Party.

For the sake of clarity, it is noted that this obligation of secrecy does not prevent the Issuing Body from providing information to the authorities, such as the supervisory authority, tax authorities, the Finnish and the Account Holder's country of registration police, and Europol.

The register software, including all tools, know-how and related intellectual property rights, are and remain the exclusive property of the Issuing Body, service providers and/or licensors. The software code, documentation and, in general, all know-how connected to the software must be treated as confidential information, even if it has not been explicitly disclosed as such. The Account Holder must use the services and related software only for the purposes of this Contract and is not permitted to copy, reproduce, decompile or reverse engineer, alter, adapt or modify any part of the software or documentation.

# VALIDITY AND TERMINATION OF THE CONTRACT

## Validity of the Contract

This Contract will enter into force when both Parties have signed it. The Contract is valid until further notice.

## Termination by the Account Holder

The Account Holder may terminate this Contract with four (4) weeks' notice by notifying the Issuing Body in writing. The account of the Account Holder is closed after the notice period and any unused guarantees of origin in the account are cancelled. During the notice period, the Account Holder itself may transfer the guarantees of origin to the account of another Account Holder.

Documentation and historical data concerning the activities related to the account are kept for six (6) years by the Issuing Body.

## Termination by the Issuing Body

If the Account Holder fails to comply with its obligations described in the Contract and/or in the Domain Protocol established by the Energy Authority and fails to rectify its breach of contract within a reasonable time specified by the Issuing Body, the Issuing Body shall have the right to lock the Account Holder's account, in which case it is not possible to make account transactions. The account will be locked until the Account Holder has rectified its breach of contract, and the account can be reactivated at the discretion of the Issuing Body. The validity of guarantees of origin elapses normally and they can also expire while they are in a locked account.

The following, inter alia, constitute a breach of contract:

1. The Account Holder repeatedly fails to update its own information or information relating to a production device;
2. Failure to comply with the obligations described in sections 4 and 5 of this Contract;
3. Other material breach of legislation, the Domain Protocol established by the Energy Authority, customer instructions, and/or this Contract.

# OTHER TERMS OF CONTRACT

## Contract entity

This Contract and its appendices constitute the entire contract entity between the Parties and supersede and replace any oral undertakings or assurances or other contracts or written documents relating to the purpose of this Contract made prior to the signing of this Contract.

## Separation of terms

If any term of this Contract is invalid or not enforceable, this shall not affect other terms of this Contract. The Parties undertake to negotiate in good faith the replacement of such a term by a valid and enforceable term. If the Parties fail to reach contract on a replacement term, the validity or enforceability of any other terms of the service contract shall not be affected.

## Notifications

All notifications between the Parties in matters referred to in this Contract must be submitted in accordance with Appendix 3, Contact information.

## Intangible rights

In the relationship between the Parties, both Parties fully own all trademarks, trade names, patents, copyrights and other intellectual property rights related to their own business, and no rights thereto are transferred by this Contract.

## Amendments

The Issuing Body reserves the right to amend the Domain Protocol if necessary for justified reasons, such as when legislation and standards change / enter into force.

The Account Holder is obliged to accept any amendments to the Domain Protocol established by the Energy Authority. The Issuing Body undertakes to notify the Account Holder of any amendments to the Domain Protocol and their entry into force at least five (5) weeks before the amendments take effect. Efforts will be made to schedule the entry into force of the amendments at the end of the month. If the Account Holder does not accept the amendments, the Account Holder shall have the right to terminate this Contract in accordance with section 11.

## Transfer of the Contract

The Account Holder may not transfer this Contract and the rights and obligations related thereto to a third party without the prior written approval of the Issuing Body. The Issuing Body has the right to transfer its rights and obligations, in whole or in part, to a third party or authority to which the responsibilities of the Issuing Body are transferred in whole or in part.

## Termination of the Issuing Body's services related to guarantees of origin

If the Issuing Body's right to act as the Issuing Body of the statutory guarantee of origin system for gas and hydrogen is terminated, a Party shall have the right to transfer this Contract to the new Issuing Body. If there is no new Issuing Body, a Party shall have the right to terminate this Contract. Payments made by the Account Holder under the Contract will not be refunded.

The Account Holder has the right to receive its own information within 12 months from the termination of the Issuing Body's services related to guarantees of origin. The Issuing Body will charge the Account Holder on the basis of the hourly rate for additional work and the time spent in accordance with its price list.

## Terms remaining after termination

Sections 6, 8, 10, 12.3, 12.8 and 13 of this Contract shall apply without limitation in time and notwithstanding the termination or annulment of this Contract.

# APPLICABLE LAW AND SETTLEMENT OF DISPUTES

This Contract is subject to Finnish law, excluding its conflict of law rules.

The Parties shall primarily seek to settle any disputes relating to this Contract, its validity and/or interpretation through negotiation. If the Parties cannot reach contract by negotiation, disputes arising from the Contract shall be settled by the Helsinki District Court. Appeals against decisions made by the Issuing Body are provided for in section 37 of the Act on Guarantees of Origin for Energy (1050/2021). The dispute resolution process is without prejudice to the Account Holder's right to seek a review of a decision on guarantees of origin in accordance with the Finnish Administrative Procedure Act (434/2003) and the Finnish Administrative Judicial Procedure Act (808/2019). Appeals to the Administrative Court are provided for in the Administrative Judicial Procedure Act (808/2019).

# COPIES OF THE CONTRACT

This Contract has been drawn up in two (2) identical copies, one for each Party. The Parties have agreed that the Contract can also be signed electronically by using electronic signatures. An electronic signature shall have the same legal effects as a handwritten signature.

GASGRID FINLAND OY

Espoo, xx.xx.202x

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name in block letters], [Position]

[COMPANY NAME]

[Place], [Date]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name in block letters], [Position]