

Terminal Service Contract

Version 3.0

TABLE OF CONTENTS

1. Background.....	3
2. Contract documents	3
3. Rights and obligations of the Parties	5
4. Representations and warranties.....	6
5. Term.....	6
6. Addresses	8
7. Miscellaneous.....	9
Annex 1 Form of Special Provisions	11

This Terminal Service Contract (the “**Terminal Service Contract**”) No.

is entered into on _____ by and between:

1. **Floating LNG Terminal Finland Oy**, Business ID 3285669-8, a limited liability company organised and existing under the laws of Finland and having its registered office at Keilaranta 13-19 B, 02150 Espoo, Finland (the “**Terminal Operator**”); and

2. _____, Business ID _____, _____ organised and existing under the laws of _____ and having its registered office at _____ (the “**Terminal User**”)

the Terminal Operator and the Terminal User are herein jointly referred to as the “**Parties**” and each separately as a “**Party**”.

1. BACKGROUND

- A. The Terminal Operator operates, based on a time charter and regasification agreement, the floating LNG storage and regasification unit vessel Exemplar.

- B. The Terminal User wishes to use the Terminal. The Terminal Operator may under certain circumstances and subject to certain terms and conditions, including the terms of this Terminal Service Contract, the Terminal Rules, the General Terms and Conditions and, if applicable, the Joint Terminal Use Contract, allow the Terminal User to use the Terminal, provided however always that separate Special Provisions are executed by both Parties.

- c. The intention of the Parties is that the execution of this Terminal Service Contract alone will not create any right or obligation for the Terminal User to use the Terminal and, thus, the Parties may agree on the Terminal User’s possible right and obligation to use the Terminal separately in respect of each Calendar Year by signing Special Provisions, in the form attached hereto as Annex 1, in accordance with the procedure set out in the Terminal Rules. Therefore, the Parties have agreed as follows.

- D. Except as otherwise expressly provided herein, the capitalized terms used in this Terminal Service Contract shall have the respective meanings set out for them in the Terminal Rules.

Therefore, the Parties have agreed as follows.

2. CONTRACT DOCUMENTS

- 2.1 Without prejudice to an Applicant's (or Registered Applicant's) rights and obligations under the Contract Package, by this Terminal Service Contract, the Terminal Operator does not entitle the Terminal User to use Terminal Capacities, the Terminal User is not obliged to use the Terminal Capacities and neither Party shall have any obligations or responsibilities in relation to use of Terminal Capacities or provision of the Terminal Services unless the Special Provisions and, if the Terminal User is obliged to sign the Joint Terminal Use Contract according to the Terminal Rules, the Joint Terminal Use Contract have been signed by both Parties.
- 2.2 However, for the avoidance of doubt, it is stated that Sections 2 (Contract documents), 4 (Representation and warranties), 5 (Term), 6 (Addresses) and 7 (Miscellaneous) of this Terminal Service Contract, Sections 4 (Force Majeure), 5 (Indemnities and Limitations of Liability), 6 (Termination and Suspension), 7 (Confidentiality), 8 (Sanctions, anti-bribery and corruption and anti-money laundering), 9 (Information security and data protection), 10 (Governing law and dispute resolution) and 11 (Notices) of the General Terms and Conditions as well as the rights and obligations of an Applicant (or Registered Applicant), set out in the Contract Package, shall be binding on the Parties from the signing of this Terminal Service Contract.
- 2.3 The following documents are annexes to this Terminal Service Contract and constitute (together with their annexes) an integral part of this Terminal Service Contract:
- Annex 1: Form of Special Provisions (as in force from time to time);
- Annex 2: General Terms and Conditions (as in force from time to time); and
- Annex 3: Terminal Rules (as in force from time to time).
- 2.4 The Terminal Operator shall publish the versions of the annexes of this Terminal Service Contract, in force from time to time, on its website.
- 2.5 Any reference in the Contract Package to this Terminal Service Contract shall be deemed to refer, in addition to this Terminal Service Contract, also to the annexes of this Terminal Service Contract (as in force from time to time).
- 2.6 By signing this Terminal Service Contract, the Parties undertake to comply with the terms and conditions of the General Terms and Conditions and the Terminal Rules. The Terminal User acknowledges that the Terminal Operator has the right to amend any annexes of this Terminal Service Contract (including, but not limited to, the General Terms and Conditions and the Terminal Rules) and the Joint Terminal Use Contract in accordance with the procedure set out in the Terminal Rules without the consent of the Terminal User. Any references in the Contract Package to the Terminal Rules, the General Terms and Conditions or the Joint Terminal Use Contract shall be deemed to refer to the version of the Terminal Rules, the General Terms and Conditions or the Joint Terminal Use Contract, as applicable, in force from time to time and, when an amended version of an annex of this Terminal Service Contract enters into force, such version shall, without separate consents or other actions by the Parties, be deemed to automatically have replaced the earlier version of the respective annex of this Terminal Service Contract and be binding on the Parties.
- 2.7 Except as otherwise expressly provided herein, the capitalized terms used in this Terminal Service Contract shall have the respective meanings set out for them in the Terminal Rules.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 3.1 Without prejudice to Section 2.2, as of the moment of when the Special Provisions and (if the Terminal User is obliged to sign the Joint Terminal Use Contract according to the Terminal Rules) the Joint Terminal Use Contract have been signed by both Parties, the Terminal User shall obtain all rights and assume all obligations set out for it in the Contract Package including, but not limited to:
- (a) the right and obligation to use the Slots set out in the Special Provisions in accordance with the terms and conditions of the Contract Package for the period set out in the Special Provisions; and
 - (b) the obligation to pay the Service Tariff for Regasification Service (and the Service Tariff for Reloading Service, where applicable) and other payments related to the use of the Terminal to the Terminal Operator in accordance with the Contract Package.
- 3.2 Without prejudice to Section 2.2, as of the moment of when the Special Provisions and (if the Terminal User is obliged to sign the Joint Terminal Use Contract according to the Terminal Rules) the Joint Terminal Use Contract have been signed by both Parties, the Terminal Operator shall obtain all rights and assume all obligations set out for it in the Contract Package including, but not limited to:
- (a) the obligation to allow the Terminal User to use the Slots set out in the Special Provisions in accordance with the terms and conditions of the Contract Package for the period set out in the Special Provisions; and
 - (b) the obligation to provide Terminal Services to the Terminal User in accordance with the Contract Package.
- 3.3 The Terminal User agrees and acknowledges that the Terminal Operator shall have the right to use a certain portion of the LNG and/or Natural Gas owned by the Terminal User free of charge for the term of the Special Provisions for the purpose of operating the Terminal as set out in more detail e.g. in clause 11 of the Terminal Rules.
- 3.4 For the avoidance of doubt, it is stated that the Terminal Operator does not undertake any obligations related to LNG shipment or supply, including, but not limited to, Natural Gas and/or LNG trading.

4. REPRESENTATIONS AND WARRANTIES

- 4.1 By entering into this Terminal Service Contract, each Party represents and warrants that:
- (a) it is duly organized and validly existing under the laws of its jurisdiction of incorporation and has all necessary corporate powers and authority as well as necessary approvals, authorizations, licenses and permits to carry out its business and enter into and perform its obligations under the Contract Package and, as far as it is or should be aware, does not infringe any rights or legal interests of third parties; and
 - (b) it is not insolvent or bankrupt under the laws of its jurisdiction of incorporation or unable to pay its debts as they fall due and has not filed (or had filed against it) any petition for its winding-up, bankruptcy, reconstruction or reorganisation.
- 4.2 In addition, by signing this Terminal Service Contract, the Terminal User represents and warrants that:
- (a) it will be the owner of any LNG delivered and unloaded to the Terminal from the moment when the LNG comes under the Terminal Operator's custody and that such LNG will be free and clear of any Encumbrances that could impede the Terminal Operator from providing Terminal Services or performing its other obligations or exercising its rights in accordance with the Contract Package;
 - (b) it is not, at the time of the signing of this Terminal Service Contract, in breach of its obligations concerning Sanctions set out in the General Terms and Conditions; and
 - (c) it has reviewed, assessed and understands the contents of the whole Contract Package including, but not limited to, in respect of the Terminal Rules, the General Terms and Conditions, the Requirements for Access (as set out in clause 6 of the Terminal Rules) and the rights and obligations of the Parties, and accepts them and undertakes to comply with them as well as with any future amendments and updates to the Amendable Documents (including, but not limited to, the General Terms and Conditions and the Terminal Rules) concluded in accordance with the procedure set forth in the Terminal Rules.

5. TERM

- 5.1 This Terminal Service Contract shall enter into force on the date when it has been signed by both Parties and shall remain in force until further notice.
- 5.2 The terms and conditions related to the termination of this Terminal Service Contract are set out in the General Terms and Conditions.

6. ADDRESSES

6.1 The addresses of the Parties are:

Floating LNG Terminal Finland Oy
Keilaranta 19, 02150 Espoo, Finland

Attention: Satu Mattila (CEO) and Mikko

Jortikka (Corporate Legal Counsel)

Telephone: +358 45 135 2288
/ +358 40 352 3947

E-mail: satu.mattila@gasgrid.fi / mikko.jortikka@gasgrid.fi

Attention:

Telephone:

E-mail:

6.2 Each Party undertakes to inform the other Party in writing about change in its respective addresses set out in Section 6.1 above. Such notice shall state the date on which such change takes effect.

7. MISCELLANEOUS

- 7.1 The Contract Package represents the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all prior agreements, understandings, negotiations and communications relating to such subject matter unless otherwise specifically stated in the Contract Package. Neither Party shall be liable to the other Party or to any third party by any promise, representation, warranty, covenant, provision or practice except as specifically stated in the Contract Package.
- 7.2 All annexes referred to in the Contract Package are incorporated in and made part of the Contract Package by such reference.
- 7.3 If any provision of the Contract Package is declared to be invalid or unenforceable, the remaining provisions of the Contract Package shall not be affected thereby but shall remain in full force and effect and be binding upon the Parties. Without prejudice to the aforesaid, the Parties shall attempt through negotiations in good faith to replace the invalid or unenforceable provision with a provision closest to the mutually intended meaning of such provision and the spirit of the Contract Package.
- 7.4 The Contract Package and the rights and obligations specified therein are binding only upon the Parties and their respective legal successors and may not be assigned to any third party without prior written consent of the other Party. However, if an entity replaces the Terminal Operator as the operator of the Terminal, the Terminal Operator shall have the right to assign the Contract Package and its rights and obligations under the Contract Package to such entity without the consent of the Terminal User.
- 7.5 Any amendment to or waiver of this Terminal Service Contract or the Special Provisions shall be made in writing and signed by the Parties or, in the case of a waiver, by the Party waiving compliance with the Terminal Service Contract or the Special Provisions, as applicable.
- 7.6 The fact that a Party has drafted or participated in drafting of the Contract Package or any provisions thereof shall not in any way affect the interpretation of the Contract Package to the disadvantage of such Party.
- 7.7 The headings and the table of contents of the Contract Package are for convenience only and shall not affect the meaning or interpretation of the provisions of the Contract Package.
- 7.8 This Terminal Service Contract has been executed in two (2) identical counterparts, one (1) for each Party. This Terminal Service Contract and any other documentation contemplated hereby may be executed by facsimile, photo or electronic signature and such facsimile, photo or electronic signature shall constitute an original for all purposes.

[Signature page to the Terminal Service Contract]

By: _____
Name:
Title:

By: _____
Name:
Title:

FLOATING LNG TERMINAL FINLAND OY

By: _____
Name:
Title:

By: _____
Name:
Title:

Annex 1 Form of Special Provisions

SPECIAL PROVISIONS TO THE TERMINAL SERVICE CONTRACT No. _____

These Special Provisions (the “**Special Provisions**”) No. [special provisions no] are entered into on _____ by and between:

1. **Floating LNG Terminal Finland Oy**, Business ID 3285669-8, a limited liability company organised and existing under the laws of Finland and having its registered office at Keilaranta 19, 02150 Espoo, Finland (the “**Terminal Operator**”); and
2. _____, Business ID _____, _____ organised and existing under the laws of [jurisdiction] and having its registered office at [address] (the “**Terminal User**”). The Terminal Operator and the Terminal User are herein jointly referred to as the “**Parties**” and each separately as a “**Party**”.

1. Background

- A. The Parties have entered into the Terminal Service Contract, dated _____;
- B. The Terminal User confirms that it is aware of the contents of the General Terms and Conditions and the Terminal Rules and the Joint Terminal Use Contract, including, but not limited to, in respect of its obligations and the terms and conditions concerning the use of the Terminal and the Terminal Services;
- C. The Terminal Operator has allocated to the Terminal User _____ Slots concerning the period from _____ until _____ (inclusive) in accordance with the procedure set out in the Terminal Rules.

Therefore, the Parties have entered into these Special Provisions to agree on terms and conditions of the Terminal Services to be provided by the Terminal Operator to the Terminal User in accordance with the Contract Package.

These Special Provisions shall also apply, without signing of amended Special Provisions, to Reloading Service which has been requested by the Terminal User and approved by the Terminal Operator after entering to these Special Provisions.

2. Provided Terminal Services

The Terminal Operator shall provide to the Terminal User the following Terminal Services:

(a) Regasification Service:

LNG unloaded volume [●] MWh;

during the period from _____ to _____ (inclusive).

(b) Reloading Service (if applicable):

LNG reloaded volume [●] MWh

during the period from _____ to _____ (inclusive).

c. Extension Service (if applicable)

3. Expiration date of the Special Provisions

These Special Provisions shall enter into force when they have been signed by both Parties and shall expire at the end of such Calendar Year which these Special Provisions concern, unless superseded earlier by amended Special Provisions in accordance with the Terminal Rules.

4. Other

Except as otherwise expressly provided herein, the capitalized terms used in these Special Provisions shall have the respective meanings set out for them in the Terminal Rules.

The terms and conditions of the Terminal Service Contract (including its annexes) shall apply to these Special Provisions.

These Special Provisions have been executed in two (2) identical counterparts, one (1) for each Party. These Special Provisions and any other documentation contemplated hereby may be executed by facsimile, photo or electronic signature and such facsimile, photo or electronic signature shall constitute an original for all purposes.

COMPANY NAME:

By: _____
Name:
Title:

By: _____
Name:
Title:

FLOATING LNG TERMINAL FINLAND OY

By: _____
Name:
Title:

By: _____
Name:
Title:

Floating LNG Terminal Finland Oy
Keilaranta 13-19 B
FI- 02150 Espoo, Finland
Business ID 3285669-8
Reg. Domicile, Espoo
www.gasgrid.fi