# **@**fortum

## FORTUM MARKETS AB'S TERMS AND CONDITIONS FOR CORPORATE ELECTRICITY TRADING CONTRACTS

Applies to contracts entered into as of 2023-06-01

Please note: this translation is not an official, legally binding document; in the event of a legal dispute the original Swedish version will be relied upon.

## **GENERAL TERMS AND CONDITIONS**

## 1. GENERAL

1.1 These terms and conditions shall apply to contracts entered into between Fortum Markets AB, org. reg. no. 556549-0678, (hereinafter the "Supplier") and the company (hereinafter "the Customer") indicated on the relevant contract form. The terms and conditions consist of initial general terms and conditions applicable to all types of contracts and product-specific terms and conditions applicable to each contract type. For electricity supply, the industry's general contract terms and conditions for the sale of electricity used in business activities or other similar activities (currently EL 2012 N (rev)) (hereinafter the "Industry terms and conditions"). The contract form, these specific terms and conditions and the Industry terms and conditions will continue to be collectively referred to as the "Contract". In the event of conflict or other inconsistency between the various documents, the contract form shall apply before these specific terms and conditions and these specific terms and conditions shall apply before the lidustry terms and conditions. Any attachments to the contract form, such as the list of metering points, shall constitute an integral part of the Contract.

1.2 This Contract shall be valid from the date on which the Supplier has agreed to provide electricity to the Customer through written confirmation of the Contract. The Supplier reserves the right to perform a standard credit check on the Customer which may lead to the Supplier declining to provide services.

1.3 The agreed energy consumption volume covers the entire electricity needs of the Customer at the outlet points of the facilities specified in the Contract for the entire period of validity of the Contract. If it is a company other than the Customer that has entered into an agreement with the relevant grid company for the extraction of electricity from an outlet point covered by the Contract, the Customer is responsible for ensuring that the Customer is authorised to enter into the Contract on behalf of such a company.

1.4. The supply of electricity to the Customer shall commence on the agreed start date as stipulated in the contract form, provided that the Customer has provided full and accurate information approved by the grid company upon supply notification by the Supplier. The Supplier reserves the right to advance the supply start date if all necessary information pertaining to change of Supplier is not obtained in a timely manner. The Supplier shall not be responsible under any circumstances for delayed supply due to inadequate or incorrect information from the Customer. The Customer is also not entitled to any compensation from the Supplier for any delay in supply when this is due to the Customer's incomplete or incorrect data.

1.5 The Industry terms and conditions, these special contractual terms and conditions and further information on the Supplier's various electricity contracts, prices and other services can be found on the Supplier's website. There is also information on how the Customer should go about submitting a complaint. The Customer can also obtain this information by contacting the Supplier's customer service.

## 2. INVOCING AND PAYMENT

2.1 The Customer shall undertake to pay for all electricity supplied by the Supplier under this Contract. The Customer's liability for payment covers all supplying of electricity to metering points included in the Contract, whether the metering point is owned by the Customer, another company belonging to the same group as the Customer or any other company, but that the Supplier may accept that the Customer's liability for payment shall be subsidiary for facilities owned by another company.

2.2 Unless otherwise agreed, invoicing takes place in arrears and the Customer's payment must reach the Supplier no later than the specified due date. If the Customer does not make full payment of the Supplier's invoices within ten (10) days of the stated due date, the Supplier shall have the right to request acceptable security or advance payment in order for the Supplier to continue to deliver electricity to the Customer in accordance with the Contract. The restrictions in the Industry Terms and Conditions relating to the Supplier's right to seek and hold security, shall not apply to this Contract, unless otherwise required by mandatory provisions laid down in the Swedish Electricity Act.

2.3 The Supplier shall be entitled to transfer any claims arising against the Customer under this Contract to a third party.

## 3. ELECTRICITY PURCHASES AND PRICING

3.1 For hourly metered outlet points, the Supplier's purchase price is based on the actual hourly prices on the Nordic electricity exchange Nord Pool for the relevant electricity area every single hour. In addition to the purchase price, costs for power purchases, such as the contractual surcharge, Nord Pool spot fee, balancing power/regulating power cost, cost of origin labelling, fixed fee, cost of electricity certificates and statutory taxes and fees applicable from time to time.

3.2. For outlet points measured on a monthly basis, the price is calculated on the basis of the Supplier's purchase price which is the weighted average value formed when the hourly spot price of Nord Pool for the electricity area where the Customer's facilities are located, is combined with the Supplier's supplied energy volume in the respective electricity area. In addition to the purchase price, costs for power purchases, such as the contractual surcharge, Nord Pool spot fee, balancing power/regulating power cost, cost of origin labelling, fixed fee, cost of electricity certificates and statutory taxes and fees applicable from time to time.

3.3 The Supplier's handling of energy procurement as regards Nord Pool shall be neutral in respect of interest rate/credit for the Supplier and the Customer shall compensate the Supplier for the negative cash flow inflicted on the Supplier as regards Nord Pool for energy procurement by the Customer's facilities.

## 4. TAXES AND CHARGES

4.1. At The time of invoicing, applicable taxes and charges and other duties imposed by the authority on the Supplier's electricity supply in accordance with the Contract, shall be added to the electricity price. 4.2 Unless otherwise agreed, the Supplier's obligations in accordance with the Contract shall include, on behalf of the Customer, handling the statutory obligation to provide electricity certificates for the supply of electricity to the Customer. The size of the proportion of the Customer's consumption subject to the certification requirement shall be determined by the responsible authority. The Supplier's purchase costs and expenses for this handling shall be charged to the Customers who are subject to the certification requirement with an electricity certificate fee, corresponding to the Supplier's purchase costs for the electricity certificate, and the cost of handling and administration of the electricity certificates (including profit margin).

4.3. If the charging of the electricity certificate fee has been based on incorrect information about the supply's quota obligation under the Electricity Certificate Act, or if the quota obligation is amended, the charge shall be corrected without delay after the circumstance became known to the Supplier. If, during the period of the Contract, the authority decides to amend the Electricity Certificate fee will be adjusted in accordance with the new rules, i.e. also during the current term of the fixed electricity certificate fee is included in the fixed electricity price.

4.4 If the Contract includes a fixed electricity certificate fee, the fee is fixed during the agreed commitment period for the Contract. After the end of the commitment period, the electricity certificate fee changes to a variable price according to Item 4.2 above, unless otherwise agreed.

4.5 Customers registered as an electricity-intensive industry with the Swedish Energy Agency shall notify the Supplier of this without delay in writing, including a modified quota obligation, to ensure accurate invoicing.

4.6 For all contract forms, including contracts with an agreed commitment period, the Supplier further reserves the right to, if taxes, statutory fees or other authority charges including quota obligations for electricity certificates or the division into electricity areas change, during the current commitment period for the Contract to adjust the electricity price to the corresponding extent without prior notification. The same applies in the event of a change in, for example, the rules and fees that apply on Nord Pool or Nasdaq OMX, the Supplier's agreement with eSett or in Svenska Kraftnät's balance responsibility agreement and which leads to an increased cost for the Supplier. Accounting for such adjustments is done in subsequent invoices.

## 5. INFORMATION, RECOMMENDATIONS AND RESPONSIBILITIES

5.1 The information and recommendations issued by the Supplier regarding the development of the electricity market, the choice of contract type or equivalent, does not mean that the Customer leaves the Supplier free to decide on the choice of electricity contract; it is always the Customer who decides independently on the type of electricity contract the Customer wishes to have. The supplier shall not be responsible for the Customer's decision and cannot be held responsible for the financial outcome.

## 6. INVALIDITY OF PROVISIONS

6.1 Should any provision laid down in the Contract be invalid, this shall not affect the validity of other parts of the Contract. In the event of invalidity of the Contract, the invalid provision shall instead be adjusted to the extent necessary for the removal of invalidity, the starting point being to preserve or restore the original balance of the Contract.

## 7. RELOCATION

7.1 The Contract shall continue to apply even if the Customer moves to a new facility, unless the Supplier indicates that the Supplier cannot deliver electricity to the new facility in accordance with the terms and conditions of the Contract. It shall be the responsibility of the Customer to notify the Supplier and the electricity network company concerned prior to the move. If the Contract terminates in connection with the Customer's move, the Customer shall fulfil all obligations arising under the Contract. If the Customer has entered into a Contract with the Supplier for price hedging, a final settlement shall be made, whereby the Customer, if applicable, shall reimburse the Supplier for the cost incurred as a result of the final settlement.

## 8. COMPENSATION IN THE EVENT OF EARLY TERMINATION OF THE CONTRACT

8.1 In the event of the Customer's premature termination of the Contract, i.e. during the agreed fixed term of the Contract (the commitment period), what is stated in Item 8.2 below applies if the Customer is covered by the term "small business" according to the definition of the term in the Swedish Electricity Act.

8.2 Provided that the Contract has fully or partially included the delivery of electricity at a fixed price, including price hedges regarding the Customer's electricity consumption, the Supplier has the right to charge the Customer a termination fee for the early termination of the Contract ("Termination Fee"). The termination fee shall correspond to the actual costs incurred by the Supplier as a result of the Customer's early termination of the Contract and which are attributable to the electricity that would be delivered at a fixed price or according to price hedging. Such a cost is the difference in price between a price hedge made by the Supplier for the Customer's estimated consumption of electricity during the part of the comment period for the Contract. The estimated consumption is calculated based on the Customer's consumption profile. The Supplier's cost for services that have already been provided to the Customer as part of the Contract or for the conclusion of the Contract may also, where applicable, be included in the Termination Fee. The main factors for the the time that the Contract is termination of the Contract is termination for the commitment period at the time that the Contract is terminated, the volumes of electricity remaining to be delivered and the electricity price on the market.

The Termination Fee also includes a fixed administrative fee of SEK 1,000 per metering point as compensation for the Supplier's work in administering the

necessary measures and calculating the costs incurred by the Supplier as a result of the Contract's early termination. The Customer is obliged to pay the Termination Fee in all cases where the Customer has voluntarily terminated the Contract early, and even if termination of the Contract takes place before the delivery of electricity has begun.

8.3 In the event of the Customer terminating the Contract early, including termination of an contract that runs until further notice without observing the agreed notice period, or if the Contract is otherwise terminated prematurely due to circumstances attributable to the Customer, the Customer is liable for compensation in accordance with that stated in Item 8.4 below, provided, however, that the Customer is not covered by the term "small business" according to the Swedish Electricity Act's definition of the term.

8.4 In the cases specified in Item 8.3 above, the Supplier is entitled to compensation from the Customer corresponding to the damage the Supplier suffers as a result of the termination of the Contract. If the Contract refers to the delivery of electricity at a fixed price or according to price hedging, the Customer must pay compensation with the difference (if positive) between the agreed or price hedging electricity price with the difference (if positive) between the agreed or price-nedging electricity price and the price applicable at the time of termination for the corresponding contract type for the remaining partf the commitment period multiplied by the calculated consumption according to the Contract. If the Contract refers to delivery at a variable electricity price with a commitment period, the Customer must pay compensation with the surcharge per kWh that applied at the time of the last invoicing multiplied by the Customer's estimated consumption for the remaining commitment period. The estimated consumption is calculated based on the Customer's consumption profile In addition the Customer must also compensate Customer's consumption profile. In addition, the Customer must also compensate the Supplier with remaining monthly fees according to the Contract, other remaining fees such as any Miljöval and a fixed administrative fee of SEK 1,000 per outlet point. The customer must pay the compensation even if the Contract is terminated before the delivery of electricity has begun.

8.5 With the exception of what follows from items 8.1-8.4 above, a termination of the Contract by the Customer is free of charge.

## **MOVE/SALE**

9.1 If, during the current Contract term, the Customer transfers a facility/outlet point covered by the Contract to other electricity users, the Customer shall be obligated to ensure that the relevant part of the Contract transfers to the new electricity user However, the Supplier shall be entitled to establish new payment terms and conditions in respect of the new Customer after a standard credit check. If the Contract does not transfer to the new electricity user as above, the Contract for such an outlet point is deemed to have been terminated by the Customer, whereby what is stated in Item 8 above shall be applied.

## TRANSFER OF RIGHTS OR OBLIGATIONS

10.1 The Supplier shall have the right to transfer the Contract in whole or in part to another party. The Customer shall not be entitled to transfer the Contract (or part thereof) to another party without the written consent of the Supplier.

#### 11. **AMENDMENT OF TERMS AND CONDITIONS**

11.1 The terms and conditions of a Contract which is valid until further notice can be changed by the Supplier, provided that the Supplier notifies the Customer of the changes in a special message at least two (2) weeks in advance. In the notification, the Customer must also be informed of their right to terminate the Contract. If the change of terms applies to the price for the supply of electricity, the reasons and conditions for the change must also be reported in the notification. By entering into the Contract and providing an e-mail address, the Customer agrees that the Supplier has the right to notify the Customer via e-mail. However, the Customer may ask the Supplier to be notified by other means.

#### 12. CUSTOMER DATA

12.1 The Customer shall be responsible for notifying the Supplier of any changes to the Customer's data as regards personnel, facilities and contact information, including changes to the postal and email addresses provided to the Customer, so that the Supplier always has up-to-date and valid information. Such information must be provided to the Supplier's customer service department at least 30 days in advance in order for the Supplier to be able to implement the change.

#### 13. **INFORMATION RELATING TO THE PROCESSING OF PERSONAL** DATA

13.1 In order for the Supplier to fulfil the Contract, the Supplier needs to collect and 13. If other for the supplier to form the contract, the supplier here to concern any process personal data about the Customer. The processing of the Customer's personal data takes place in accordance with the Supplier's privacy policy, which is available on the Supplier's website. This includes, among other things, information about which personal data the Supplier processes, the type of processing, the purpose of and the legal basis for the processing, the storage period of the data and information about the Customer's right to correction, deletion and to raise objections.

13.2 By becoming a Customer of and purchasing electricity from the Supplier, the Customer consents to the Supplier processing personal data to the extent and in the manner described in the privacy policy. The Customer may contact the supplier at <a href="mailto:addr@fortum.se">addr@fortum.se</a> if the Customer has questions regarding the privacy policy or the Supplier's processing of personal data.

#### LIABILITY OF THE SUPPLIER 14.

14.1 If the Supplier does not fulfil its obligations under the Contract, the Customer is entitled to compensation for the damage the Customer suffers in accordance with what is prescribed in the Industry Terms.

#### 15. COMPLAINTS AND DISPUTE RESOLUTION

15.1 Complaints are in the first instance made to the Supplier's customer service. If the matter is not resolved to the Customer's satisfaction, a continued dispute can in some cases also be tried out of court by the Energy Markets Inspectorate within the framework of its supervision.

15.2 Disputes arising from the Agreement shall be finally settled by arbitration administered by the SCC Arbitration Institute (SCC). The Rules for Expedited Arbitration shall apply unless the SCC, taking into account the complexity of the case, the value of the subject matter of the dispute and other circumstances, decides that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall consist of one or three arbitrators. The arbitration procedure shall take place in Stockholm.

15.3 With regard to any obvious and overdue claims, the Supplier may, however, bring proceedings before a general court or enforcement authority.

#### **CONTACT DETAILS** 16.

16.1 Fortum Markets AB, Rättarevägen 3, 169 68 Solna Telephone (switchboard): +46 20-81 88 18 Email customer service: <u>foretagkundservice@fortum.com</u> Website: www.fortum.se/foretag

## **PRODUCT-SPECIFIC TERMS AND CONDITIONS**

## FORTUM RÖRLIGT - LÖPANDE

1.1 The Contract can be signed either as a variable monthly electricity price or as a variable hourly electricity price. The Contract is valid until the Contract is terminated by either party in compliance with the notice period specified in Item 1.6 below.

1.2 The variable electricity price will be adjusted monthly and is based on the Supplier's purchase price on the Nordic electricity exchange, Nord Pool, during the current calendar month and in the relevant electricity area, with the addition of the agreed surcharge and monthly fee per outlet point.

1.3 If the Customer, after consenting to a dynamic electricity price, has entered into an contract with the Supplier on a variable hourly electricity price, the Supplier's purchase price is multiplied by the actual measured consumption or hour at the current outlet point. Contracts on a variable hourly electricity price further assume that the electricity consumption at the current outlet point is measured per hour.

Where appropriate, the Supplier is entitled to order hourly metering and hourly settlement from the Customer's grid company on behalf of the Customer.

1.4 If the grid company concerned informs the Supplier that the electricity consumption in one or more of the outlet points covered by the Contract is measured per hour, but without the Customer having entered into an contract with the Supplier on a variable hourly electricity price according to Item 1.3 above, the consumption in the current outlet points is weighted by volume per hour to an average consumption the current outlet points is weighted by volume per hour to an average consumption per hour which is then multiplied by the Supplier's purchase price for the current electricity area. This pricing applies until the Customer either enters into an agreement with the Supplier in accordance with Item 1.3 above or the Supplier receives notification from the grid company that the outlet point has switched to monthly metering.

1.5 The agreed surcharge and monthly fee are shown on the contract form or the Supplier's contract confirmation. The agreed monthly fee shall be charged for every commenced calendar month.

1.6 Termination: The Contract may be terminated subject to one month's

 1.6 Termination: The Contract may be terminated subject to one month's notice period. The notice period is calculated from the date of receipt of the notice of termination of the Contract by the parties.
 1.6.1 If termination occurs but the Customer continues to use electricity at one or more metering pointscovered by the Contract without the Customer having entered to be exercised at the termination of the contract by the parties. into a new contract with another electricity supplier, the Supplier shall be obligated to continue to supply electricity to the relevant outlet point in accordance with the provisions of the Swedish Electricity Act. In this situation, the Contract shall not cease to apply in that part, but instead shall transfer to a Fortum Bas contract with the corresponding terms and conditions (as set out in Item 10 below).

### FORTUM RÖRLIGT - TIDSBUNDET

2.1 The Contract can be signed either as a variable monthly electricity price or as a variable hourly electricity price. The Contract shall be valid for the agreed contractual period, as indicated in the Supplier's contract confirmation.

2.2 The variable electricity price shall be changed monthly and is based on the Supplier's purchase price on the Nordic electricity exchange, Nord Pool, during the current calendar month and in the relevant electricity area, with the addition of the agreed surcharge and monthly fee per outlet point.

2.3 If the Customer, after consenting to a dynamic electricity price, has entered into an contract with the Supplier on a variable hourly electricity price, the Supplier's purchase price is multiplied by the actual measured consumption or hour at the current outlet point. Contracts on a variable hourly electricity price further assume Where appropriate, the Supplier is entitled to order hourly metering and hourly settlement from the Customer's grid company on behalf of the Customer.

2.4 If the grid company concerned informs the Supplier that the electricity consumption in one or more of the outlet points covered by the Contract is measured per hour, but without the Customer having entered into an contract with the Supplier on a variable hourly electricity price according to Item 2.3 above, the consumption in the current outlet points is weighted by volume per hour to an average consumption per hour which is then multiplied by the Supplier's purchase price for the current electricity area. This pricing applies until the Customer either enters into an agreement with the Supplier in accordance with Item 2.3 above or the Supplier receives notification from the grid company that the outlet point has switched to monthly metering.

2.5 The agreed surcharge and monthly fee are shown on the contract form or the Supplier's contract confirmation. The agreed monthly fee shall be charged for every commenced calendar month.

2.6 Termination: The Contract may be terminated subject to two months' notice prior to the expiry of the relevant contractual period, but not earlier than the expiry of the contractual period.

2.6.1 If termination occurs but the Customer continues to use electricity at one or more metering points covered by the Contract without the Customer having entered into a new contract with another electricity supplier, the Supplier shall be obligated to continue to supply electricity to the relevant outlet point in accordance with the provisions of the Swedish Electricity Act. In this situation the Contract shall not cease to apply in that part, but instead shall transfer to a Fortum Bas contract with the corresponding terms and conditions (as set out in Item 10 below).

2.7 Automatic renewal: If the Contract is not terminated by one of the parties in accordance with Item 2.5 above, the Contract automatically turns into a Fortum Variable contract valid until further notice and with the associated conditions (as per Item 1 above). The Supplier shall inform the Customer of the date of termination of the Contract and the consequences thereof no earlier than 90 days and no later than 60 days prior to the expiry of the contractual period by means of a separate notification to the Customer. In the event of a transition to Fortum Variable contract valid until further notice, the Supplier's current prices and conditions for Fortum Variable contract valid until further notice must be applied to the electricity deliveries where the existing Contract's electricity price, either monthly or hourly, continue to apply.

#### 3 FORTUM FAST ELPRIS

3.1 The Contract shall be valid for the agreed contractual period, as indicated in the Supplier's contract confirmation.

3.2 the Customer's electricity price per kWh shall be fixed during the contractual period. The fixed electricity price shall include the costs for electricity and electricity certificates,

3.3. A fixed monthly fee shall be added as indicated on the contract form or the Supplier's contract confirmation. The agreed monthly fee shall be charged for every commenced calendar month.

3.4 Termination: The Agreement may be terminated subject to two months' notice prior to the expiry of the relevant contractual period, but not earlier than the expiry of the contractual period.

3.4.1 If the contract is terminated, but the Customer continues to use electricity at one or more facility (outlet points) covered by the Contract without the Customer having entered into a new contract with another electricity supplier, the Supplier shall be obligated to continue to supply electricity to the relevant outlet points in accordance with the provisions of the Swedish Electricity Act. In this situation, the Contract shall not cease to apply in that part, but instead shall transfer to a Fortum Bas contract with the corresponding terms and conditions (as set out in Item 10 below).

3.5 If the Contract is not terminated by one of the parties according to Item 3.4 above, the Contract is automatically transformed into a Fortum Variable contract valid until further notice and with associated conditions (as per Item 1 above). The Supplier shall inform the Customer of the date of termination of the Contract and the consequences thereof no earlier than 90 days and no later than 60 days prior to the expiry of the contractual period by means of a separate notification to the Customer. In the event of a transfer to a Fortum Variable contract valid until further notice, the Supplier's current prices and conditions for a Fortum Variable contract valid until further notice with a monthly electricity price, shall be applied to the supply of electricity, unless the parties agree on an hourly electricity price after the Customer's consent.

3.6 Bytesgaranti If the Customer has entered into a Bytesgaranti, the Customer shall have the right to terminate the Contract at the end of the next month, provided that the Customer then enters into a new Fixed price electricity contract with the Supplier for the metering points concerned for a period of at least the same length as the current one. The new Contract shall be entered into at the prices and under the contractual terms and conditions that the Supplier then offers for Fixed price electricity. The right to switch can only be exercised once during the contractual geried. Only a Customer whose total estimated annual consumption under the Contract is less than 50,000 kWh is entitled to request an Bytesgaranti agreement, but the Supplier has no obligation to enter into an Bytesgaranti agreement with such a Customer. If the Bytesgaranti is used, a fee of SEK150 shall be charged. The Bytesgarantishall have no notice period.

3.7 Volume flexibility: Volume flexibility shall apply to the Customer's estimated annual total consumption for all facilities in accordance with the Contract. If the Customer's actual consumption amounts to more than 110% or less than 90% of the estimated volume on an annual basis, the Supplier shall be entitled to financial compensation from the Customer for the costs and any other financial damage that may arise for the Supplier as a consequence thereof. The Customer's estimated annual consumption shall be distributed by the Supplier on a monthly basis according to a standard profile with a percentage distribution per month. The Supplier's default profile may be amended over time.

## 4. FORTUM FAST ELPRIS GRUND

4.1 The Contract shall be valid for the agreed contractual period, as indicated in the Supplier's contract confirmation.

4.2 the Customer's electricity price per kWh shall be fixed during the contractual period. The Fixed price electricity shall include the costs for electricity, Costs for electricity certificates, electricity area and fees to Svenska Kraftnät shall not be included in the fixed electricity price.

4.3. A fixed monthly fee shall be added as indicated on the contract form or the Supplier's contract confirmation. The agreed monthly fee shall be charged for every commenced calendar month.

4.4 Termination: The Agreement may be terminated subject to two months' notice prior to the expiry of the relevant contractual period, but not earlier than the expiry of the contractual period.

4.4.1 If termination occurs, but the Customer continues to use electricity at one or more facility (outlet points) covered by the Contract without the Customer having entered into a new contract with another electricity supplier, the Supplier shall be obliged to continue to supply electricity to the relevant outlet points in accordance with the provisions of the Swedish Electricity Act. In this situation, the Contract shall not cease to apply in that part, but instead shall transfer to a Fortum Bas contract with the corresponding terms and conditions (as set out in Item 10 below).

4.5 If the Contract expires without notice being received, the agreement turns into a Fortum Rörligt - Löpande with all the associated conditions (as per Item 1 above). The Supplier shall inform the Customer of the date of termination of the Contract and the consequences thereof no earlier than 90 days and no later than 60 days prior to the expiry of the contractual period by means of a separate notification to the Customer. In the event of a transfer to a Variable contract valid until further notice, the Supplier's prices and conditions for Fortum Rörligt - Löpande as applicable at the time of extension shall be applied to the deliveries of electricity during the new commitment period, unless otherwise agreed.

4.6 Bytesgaranti: If the Customer has entered into a Bytesgaranti, the Customer shall have the right to terminate the Contract at the end of the next month, provided that the Customer then enters into a new Fixed price electricity contract with the Supplier for the metering points concerned for a period of at least the same length as the current one. The new Contract shall be entered into at the prices and under the contractual terms and conditions that the Supplier then offers for Fixed price electricity. The right to switch can only be exercised once during the contractual period. Only customers whose total estimated annual consumption in accordance with the Contract is less than 50,000 kWh are entitled to subscribe to Bytesgaranti. The Bytesgaranti shall have no notice period.

4.7 Volume flexibility: Volume flexibility shall apply to the Customer's estimated annual total consumption for all facilities in accordance with the Contract. If the Customer's actual consumption amounts to more than 110% or less than 90% of the estimated volume on an annual basis, the Supplier shall be entitled to financial compensation from the Customer for the costs and any other financial damage that may arise for the Supplier as a consequence thereof. The Customer's estimated annual consumption shall be distributed by the Supplier on a monthly basis according to a standard profile with a percentage distribution per month. The Supplier's default profile may be amended over time.

### 5. FORTUM MIX 50/50

5.1 The Contract shall be valid for the agreed contractual period, as indicated in the Supplier's contract confirmation.

5.2 The Mix 50/50 contract form means that the parties have agreed on a volume distribution between Fixed price electricity 50% and Variable - fixed-term electricity price 50%.

5.3. For volumes at a Fixed price electricity, the cost of electricity and electricity certificates and a monthly fee per outlet point shall be included as indicated in the contract form or the Supplier's contract confirmation. The agreed monthly fee shall be charged for every commenced calendar month.

5.4 For volumes at a Variable electricity price, the price shall be based on the Supplier's purchase price on the Nordic electricity exchange, Nord Pool, during the current calendar month and in the relevant electricity area, with the addition of the agreed surcharge and monthly fee per outlet point.

5.5 Termination: The Contract may be terminated subject to two calendar months' notice prior to the expiry of the relevant contractual period, but not earlier than the expiry of the contractual period.

5.5.1 If termination occurs, but the Customer continues to use electricity at one or more metering/outlet points covered by the Contract without the Customer having entered into a new contract with another electricity supplier, the Supplier shall be obliged to continue to supply electricity to the relevant outlet points in accordance with the provisions of the Swedish Electricity Act. In this situation, the Contract shall not cease to apply in that part, but instead shall transfer to a Fortum Bas contract with the corresponding terms and conditions (as set out in Item 10 below).

5.6 If the Contract expires without notice being received, the agreement turns into a Fortum Rörligt - Löpande with all the associated conditions (as per Item 1 above). The Supplier shall inform the Customer of the date of termination of the Contract and the consequences thereof no earlier than 90 days and no later than 60 days prior to the expiry of the contractual period by means of a separate notification to the Customer. In the event of a transfer to a Fortum Rörligt - Löpande, the Supplier's prices and conditions for Fortum Rörligt contract valid until further notice as applicable at the time of extension shall be applied to the deliveries of electricity during the new commitment period, unless otherwise agreed.

5.7 Volume flexibility: Volume flexibility shall apply to the Customer's estimated annual total consumption for all metering points in accordance with the Contract. If the Customer's actual consumption amounts to more than 110% or less than 90% of the estimated volume on an annual basis, the Supplier shall be entitled to financial compensation from the Customer for the costs and any other financial damage that may arise for the Supplier as a consequence thereof. The Customer's estimated annual consumption shall be distributed by the Supplier on a monthly basis according to a standard profile with a percentage distribution per month. The Supplier's default profile may be amended over time.

## 5. VINTERSÄKRING

6.1 The Contract shall be valid for the agreed contractual period, as indicated in the Supplier's contract confirmation.

6.2 The contract form Vintersäkring means that the parties have agreed on a fixed electricity price for the period October – March or December – February, as shown in the contract confirmation and a variable electricity price for the remaining period.
6.3. For periods at a fixed electricity price, the cost of electricity and electricity certificates and a monthly fee per outlet point shall be included as indicated in the contract form or the Supplier's contract confirmation. The agreed monthly fee shall be charged for every commenced calendar month.

6.4 For periods at a variable electricity price, the price shall be based on the Supplier's purchase price on the Nordic electricity exchange, Nord Pool, during the current calendar month and in the relevant electricity area, with the addition of the agreed surcharge and monthly fee per outlet point. The agreed monthly fee shall be charged for every commenced calendar month.

6.5 Termination: The Contract may be terminated subject to two calendar months' notice prior to the expiry of the relevant contractual period, but not earlier than the expiry of the contractual period.

6.5.1 If termination occurs, but the Customer continues to use electricity at one or more metering/ points covered by the Contract without the Customer having entered into a new contract with another electricity supplier, the Supplier shall be obliged to continue to supply electricity to the relevant outlet points in accordance with the provisions of the Swedish Electricity Act. In this situation, the Contract shall not cease to apply in that part, but instead shall transfer to a Fortum Bas contract with the corresponding terms and conditions (as set out in Item 10 below).

6.6 If the Contract expires without notice being received, the agreement turns into a Fortum Rörligt - Löpande with all the associated conditions (as per Item 1 above). The Supplier shall inform the Customer of the date of termination of the Contract and the consequences thereof no earlier than 90 days and no later than 60 days prior to the expiry of the contractual period by means of a separate notification to the Customer. In the event of a transfer to a Fortum Rörligt - Löpande, the Supplier's prices and conditions for Fortum Rörligt - Löpandeas applicable at the time of extension shall be applied to the deliveries of electricity during the new commitment period, unless otherwise agreed.

6.7 Volume flexibility: Volume flexibility shall apply to the Customer's estimated annual total consumption for all facilities in accordance with the Contract. If the Customer's actual consumption amounts to more than 110% or less than 90% of the estimated volume on a monthly basis, the Supplier shall be entitled to financial compensation from the Customer for the costs and any other financial damage that may arise for the Supplier as a consequence thereof. The Customer's estimated annual consumption is distributed by Fortum on a monthly basis according to a standard profile with a percentage distribution per month. The Supplier's default profile may be amended over time.

## 7. FORTUM SMART

7.1 The contract is valid for the agreed commitment period or until further notice with an agreed period of notice, as stated in the contract form or the Supplier's contract confirmation.

7.2 The above contract types mean that the Customer gives an assignment to the Supplier to carry out energy purchases through portfolio management in a multicompany portfolio (as specified in a specific product specification) according to the applicable pricing strategy at the time. The managed portfolio price shall be based on the Supplier's purchase price for electricity during the current calendar month and in the current electricity area and shall be adjusted in respect of the results of price hedging, with the addition of the agreed surcharge, the agreed fixed charge and electricity certificate fee. The portfolio price shall be changed monthly and charged in arrears.

7.3 Termination: If the Contract has been entered into for a commitment period, the Contract can be terminated in compliance with the notice period agreed in the contract form. If not, the Contract applies until further notice with a notice period as stated in the Supplier's contract form.

7.4 If the Contract is terminated in accordance with Item 7.2 above, but the Customer continues to use electricity at one or more meteringpoints covered by the Contract without the Customer having entered into a new contract with another electricity supplier, the Supplier shall be obliged to continue to supply electricity to the relevant outlet points in accordance with the provisions of the Swedish Electricity Act. If so, the Contract shall not cease to apply in that part, but instead shall transfer to a new Contract, Fortum Bas, with the corresponding terms and conditions (as set out in Item 10 below).

7.5 Automatic renewal: If the Contract is not terminated by either party in accordance with Item 7.2 above, the Contract is automatically extended by 12 months. The Supplier shall inform the Customer of the date of termination of the Contract and the consequences thereof no earlier than 90 days and no later than 60 days prior to the expiry of the contractual period by means of a separate notification to the Customer.

#### 8. FORTUM PORTFÖLJFÖRVALTNING

8.1 The contract is valid for the initially agreed commitment period, as stated in the contract form or the Supplier's contract confirmation. The commitment period may then be gradually extended according to Item 8.5 below.

8.2 The above contract types mean that the Customer gives the Supplier the assignment to carry out energy purchases through portfolio management in a multi-company portfolio (as specified in a specific product specification) according to the applicable pricing strategy at the time. The managed portfolio price shall be based and the supplier's purchase price for electricity during the current calendar month and in the current electricity area and shall be adjusted in respect of the results of price hedging, with the addition of the agreed surcharge, the agreed fixed charge and electricity certificate fee. The agreed monthly fee shall be charged for every commenced calendar month. The portfolio price shall be charged monthly and charged in arrears

8.3 Termination: The Customer can terminate the Contract at the end of each 12month period for which the Contract has been in force until the end of the commitment period in force at that time. The Supplier must inform the Customer, no earlier than 90 days and no later than 60 days before the end of the notice period, by means of a special notice to the Customer of the deadline for the successive extension of the Contract, the possibility of termination and the consequences of not terminating (see Item 8.5 below).

8.4 If the Contract is terminated in accordance with Item 8.3 above, but the Customer continues to use electricity at one or more metering/ points covered by the Contract without the Customer having entered into a new contract with another electricity supplier, the Supplier shall be obliged to continue to supply electricity to the relevant outlet points in accordance with the provisions of the Swedish Electricity Act. If so, the Contract shall not cease to apply in that part, but instead shall transfer to a new Contract, Fortum Bas, with the corresponding terms and conditions (as set out in Item 10 below).

8.5 Automatic renewal: If the Contract is not terminated by the Customer in accordance with Item 8.3 above, the Contract's commitment period is automatically extended following each completed 12-month period by another 12 months until termination takes place.

## FORTUM ENKEL FÖRETAG - ANVISAT ELAVTAL

8.1 The Contract is valid until further notice in cases where the Supplier has been assigned an obligation by the relevant grid company to supply electricity to the Customer in accordance with the provisions of the Electricity Act. The Supplier shall inform the Customer of the Supplier's terms and conditions Supplier for dedicated electricity supply and of the date on which the supply begins. The Supplier shall set the price (the electricity price, the cost of electricity certificates and the monthly fee) applicable to the Anvisat elavtal. The Contract may be terminated by either Party without notice. Switching to one of the Supplier's other electricity contracts can take place from the following day. Otherwise, the Swedish Electricity Act shall apply to the dedicated electricity supply.

## 10. FORTUM BAS

10.1 The Contract is valid until further notice and with the variable electricity price, plus surcharge, electricity certificate fee and monthly fee set by the Supplier for Fortum Bas. The Contract may be terminated by either Party without notice. Switching to one of the Supplier's other electricity contracts can take place from the following da

#### MILJÖVAL 11.

11.1 Miliöval is an optional extra to the Contract. If the Customer chooses to add a Miljöval to the Contract, the addition applies during the validity period of the Contract, unless otherwise agreed.

11.2 Miljöval entails that the Supplier undertakes to procure electricity of an energy type chosen by the Customer corresponding to the volume of electricity that the Customer consumes.

11.3 Delivery of electricity with the Bra Mijlöval label is done in accordance with the criteria established by the The Swedish Society for Nature Conservation.

11.4 The price for Miljöval is stated in the contract form or the Supplier's contract confirmation. The price can be fixed or variable. In the event of the price being variable, the price changes monthly and is based on the Supplier's purchase price for the current type of energy with the addition of an agreed surcharge including the Supplier's costs for the purchase, handling and administration of origin marking

11.5 If the Contract include Miljöval during the Contract's commitment period, the price for Miljöval is fixed during the commitment period. After the end of the commitment period, the Customer will be charged a variable price for the Miljlöval according to Item 10.4 above, unless otherwise agreed. 11.6 Miljvöval surcharge ends automatically when the delivery ends

11.7 Should the Supplier, for any reason beyond the Supplier's control such as loss of production, decision by an authority, limited supply, limited access or other similar circumstance, be unable to deliver electricity from the Customer's chosen energy type or otherwise fulfil the Customer's Miljöval, the Supplier has the right to deliver other electricity instead until the cause of the obstacle ceases. The Customer does not pay the Miljöval surcharge for as long as the obstacle remains. The Supplier must notify the Customer if problems arise with the supply of electricity from the Customer's chosen energy type.