

Terminal Services Contract

This **Terminal Services Contract** is concluded between:

- (1) **Hamina LNG Oy**, a limited liability company organized and existing under the laws of Finland, with its registered office Satamantie 4, PL26, 49460 Hamina, Finland, business identity code 2696139-5, as the **Operator**
- (2) **[●]**, a company organized and existing under the laws of **[●]**, with its registered office at **[●]**, business identity code **[●]**, as the **Terminal User**

The parties above are hereinafter jointly referred to as the “**Parties**” and each individually a “**Party**”.

WHEREAS:

- A. The Operator owns and operates an LNG terminal at the Port of HaminaKotka in Hamina, Finland (the “**Terminal**”); and
- B. The Terminal User desires to purchase and the Operator desires to make available to the Terminal User LNG terminal services in accordance with the terms and conditions set out in the Terminal Rules for the period of Service Year 2025 (the “**Term**”). / ...for a period beginning on **[●]** and ending on **[●]** (the “**Extended Contract**”).

NOW THEREFORE, the Parties hereby agree as follows:

Section 1 Terms and Conditions for Services

- 1.1. In this Terminal Services Contract words and expressions shall have the same meanings to them as assigned in the Terminal Rules, unless otherwise defined herein.
- 1.2. This Terminal Services Contract forms together with the Terminal Rules the terms and conditions for provision and use of Services at the Terminal (the “**Terms and Conditions**”).
- 1.3. The following documents are attached to this Terminal Services Contract as appendices:

Appendix 1 Allocation Statement

The above-listed appendices shall be regarded as an integral part of the Terminal Services Contract.

- 1.4. In the event of non-conformity, inconsistency, or divergence of interpretation between the documents forming the Terms and Conditions, the priority of the documents shall be in accordance with the following sequence:

- (a) The Terminal Rules,
 - (b) The appendices of the Terminal Rules in the priority order set out in the Terminal Rules,
 - (c) This Terminal Services Contract,
 - (d) The appendices of the Terminal Services Contract in the order set out in Section 1.3, Appendix 1 having the highest priority,
 - (e) any other documents and amendments agreed in writing to be part of or complementary to the Terminal Services Contract, including without limitation, a Designated User Agreement, an agreement with Committed User, contracts for Spot Capacity Services, and contracts for Ancillary Services.
- 1.5. The Operator shall provide Services to the Terminal User in accordance with the Terms and Conditions valid at the time the Services are provided. The Terminal User undertakes to comply with the Terms and Conditions valid at the time the Services are utilized.
- 1.6. The Terminal User shall have the right to utilize Storage Service and the Regasification Services to the extent provided in Appendix 1 of this Terminal Services Contract. With regards to the other Services, the Terminal User shall have the right to utilize the Services within reservations confirmed by the Operator. For the avoidance of doubt, the reserved Spot Capacity Services may be provided and utilized with a separate agreement irrespective of the limitations for the relevant Services set out in Appendix 1.
- 1.7. The Terminal User shall provide to the Operator within ten (10) Business Days after the execution of this Terminal Services Contract a Bank Guarantee as specified in the Terminal Rules. The Bank Guarantee shall be provided at an amount of EUR [●] / ...at an amount corresponding to three (6) times the average monthly total of all Service Fees envisaged to become payable by the User within one (1) Service Year.

Section 2 Communications

- 2.1. Any communication, such as notices, requests, demands, instructions, or the like in connection with this Terminal Services Contract must be in English language and sent by mail, e-mail, or courier to the following addresses:

For the Operator:

Hamina LNG Oy
Satamantie 4, PL26,
49460 Hamina, Finland
info@haminalng.fi

For the Terminal User:

[Name of the Company]
Attn. [Primary contact person]
[Address]
[Email]

- 2.2. Communications shall be effective under this Contract when their receipt has been confirmed in writing by the receiving Party, or at any earlier point of time in which the receiving Party can be shown to have received the communication in readable form.
- 2.3. Either Party may notify the other Party in writing of new contact information to be used instead of the one mentioned herein, and the other Party shall observe such updated contact information.

IN WITNESS whereof this Terminal Services Contract has been executed electronically by the Parties on [●].

Operator

(name)

(name)

Terminal User

(name)

(name)