energiavirasto
energimyndigheten

Tämä on Energiaviraston sähköisesti allekirjoittama asiakirja.		Asiakirjan päivämäärä on:	23.10.2025
Detta är ett dokument som har signerats elektroniskt av Energimyndigheten.		Dokumentet är daterat:	23.10.2025
This is a document that has been electronically signed by the Energy Authority.		The document is dated:	23.10.2025

Esittelijä / Föredragande / Referendary

Nimi / Namn / Name: Tiina Karppinen
Pvm / Datum / Date: 23.10.2025

Ratkaisija / Beslutsfattare / Decision-maker

Nimi / Namn / Name: Simo Nurmi
Pvm / Datum / Date: 23.10.2025

Tämä asiakirja koostuu seuraavista osista:

- Kansilehti (tämä sivu)
- Alkuperäinen asiakirja tai alkuperäiset asiakirjat Allekirjoitettu asiakirja alkaa seuraavalta sivulta. >

Detta dokument består av följande delar:

- Titelblad (denna sida)
- Originaldokument Det signerade dokumentet börjar på nästa sida. >

This document contains:

- Front page (this page)
- The original document(s) The signed document follows on the next page >

Gasum LNG Oy

[redacted]

Asia

Päätös Gasum LNG Oy:n ehdoista, edellytyksistä ja tariffeista määräajalle 1.1.2026–31.12.2027.

Asianosainen

Gasum LNG Oy (2590845-3)

Vireilletulo

25.9.2025

Ratkaisu

Energiavirasto vahvistaa tämän päätöksen liitteenä esitetyt Gasum LNG Oy:n ehdot, edellytykset ja tariffit, jotka koskevat oikeutta käyttää Porissa sijaitsevan nesteytetyn maakaasun käsittelylaitteistoa. Päätös on voimassa määräajan, päättyen 31.12.2027.

Gasum LNG Oy:n tulee tarjota nesteytetyn maakaasun käsittelylaitoksen terminaalipalveluita ja käyttöoikeutta tällä päätöksellä vahvistetun mukaisesti 1.1.2026 - 31.12.2027.

Päätöstä on noudatettava muutoksenhausta huolimatta (590/2013, 38 §).

Perustelut

Asiassa saatu selvitys

(1) Gasum LNG Oy on 25.9.2025 esittänyt Energiavirastolle pyynnön terminaalipalveluiden ehtojen, edellytysten ja tariffien vahvistamisesta määräajaksi 1.1.2026–31.12.2027.

(2) Gasum LNG Oy on toimittanut vahvistuspyynnön yhteydessä Energiavirastoon liitteinä päivitettäväksi esitettävät ehdot ja hinnat.

(3) Energiavirasto järjesti vahvistettavaksi esitetyistä ehdoista sähkö- ja maakaasumarkkinoiden valvonnasta annetun lain (590/2013) 12 a §:n mukaisen julkisen kuulemisen aikana 8.10.2025–22.10.2025, jossa vahvistuspäätöksen kohteena oleville toiminnanharjoittajille, heidän asiakkailleen ja muille sidosryhmille varattiin mahdollisuus lausua näkemyksensä vahvistettavaksi esitetyistä ehdoista ja päätösluonnoksesta. Lausuntopyyntö julkaistaan liitteineen Energiaviraston verkkosivuilla.

(4) Energiavirasto ei vastaanottanut lausuntoja julkiseen kuulemiseen vahvistettavista ehdoista, hinnoista tai päätösluonnoksesta.

Gasum LNG Oy:n lausunto päätösluonnokseen

(5) Gasum LNG Oy on virastolle 16.10.2025 saapuneessa sähköpostissa ilmoittanut, ettei sillä ole huomautettavaa päätösluonnoksen sisältöön. Gasum LNG Oy on samalla myös antanut suostumuksen päätöksen sähköiseen tiedoksiantoon.

Asiaan liittyvä lainsäädäntö

Maakaasumarkkinalaki (587/2017)

(6) Maakaasumarkkinalain 2 §:n mukaan tätä lakia sovelletaan maakaasun ja nesteytetyn maakaasun maahantuontiin, vientiin, siirtoon, jakeluun, toimitukseen ja varastointiin (maakaasumarkkinat)

--

Lain nesteytetyn maakaasun käsittelylaitteistoa ja nesteytetyn maakaasun käsittelylaitteiston haltijaa koskevia säännöksiä sovelletaan myös jakeluverkkoon tai suljettuun jakeluverkkoon liitettyyn nesteytetyn maakaasun käsittelylaitteistoon ja sen haltijaan sekä nesteytetyn maakaasun käsittelylaitteistoon, jota ei ole liitetty maakaasuverkkoon, ja sen haltijaan.

--

Lakia ei sovelleta maakaasun ja nesteytetyn maakaasun toimittamiseen ja jakeluun liikennettä varten tankkauspisteen kautta.

--

(7) Maakaasumarkkinalain 3 §:n mukaan tässä laissa tarkoitetaan

--

7) maakaasun jakelulla maakaasun siirtämistä paikallisten tai alueellisten putkistojen kautta asiakkaille toimitettavaksi, ei kuitenkaan maakaasun toimitusta;

13) maakaasun toimituksella maakaasun ja nesteytetyn maakaasun myyntiä ja jälleenmyyntiä asiakkaille;

19) varastolla maakaasualan yrityksen omistamaa tai hoitamaa laitosta, jota käytetään maakaasun varastointiin sekä nesteytetyn maakaasun käsittelylaitteiston varastointiin käytettävää osaa tuotantoon käytettävää osaa lukuun ottamatta, ei kuitenkaan laitteistoja, jotka ovat yksinomaan tehtäviään hoitavan siirtoverkonhaltijan käytettävissä;

21) nesteytetyn maakaasun käsittelylaitteistolla vastaanottoasemaa, jota käytetään maakaasun nesteyttämiseen tai nesteytetyn maakaasun tuontiin, purkamiseen ja kaasuttamiseen, mukaan lukien lisäpalvelut ja tilapäinen varastointi, joita tarvitaan kaasuttamiseen ja kaasun toimittamiseen sen jälkeen

siirtoverkkoon, ei kuitenkaan varastointiin käytettäviä vastaanottoaseman osia;

22) nesteytetyn maakaasun käsittelylaitteiston haltijalla luonnollista henkilöä ja oikeushenkilöä, joka nesteyttää maakaasua tai tuo, purkaa ja kaasuttaa nesteytettyä maakaasua ja on vastuussa nesteytetyn maakaasun käsittelylaitteiston toiminnasta;

23) lisäpalveluilla kaikkia siirtoverkkojen, jakeluverkkojen ja nesteytetyn maakaasun käsittelylaitteistojen käyttöön ja toimintaan tarvittavia palveluja ja varastoja kuormituksen tasapainotus, sekoitus ja inerttikaasujen lisääminen mukaan lukien, ei kuitenkaan laitoksia, jotka ovat yksinomaan tehtäviään hoitavan siirtoverkonhaltijan käytettävissä;

--

(8) Maakaasumarkkinalain 50 §:n mukaan:

Nesteytetyn maakaasun käsittelylaitteiston haltijan on käytettävä, ylläpidettävä ja kehitettävä taloudellisten edellytysten mukaisesti turvallisia, luotettavia ja tehokkaita nesteytetyn maakaasun käsittelylaitteistoja avoimien markkinoiden turvaamiseksi ja ympäristö asianmukaisesti huomioon ottaen. Nesteytetyn maakaasun käsittelylaitteiston haltijan on lisäksi varmistettava, että palvelua koskevien velvollisuuksien täyttämiseen on riittävästi resursseja ja että ne toteutetaan syrjimättömästi.

Nesteytetyn maakaasun käsittelylaitteiston haltijan on toimitettava verkonhaltijoille ja muille varastointilaitteistojen tai nesteytetyn maakaasun käsittelylaitteistojen haltijoille riittävät tiedot sen varmistamiseksi, että maakaasun siirto ja varastointi voidaan toteuttaa tavalla, joka sopii yhteen yhteenliitetyn verkon varman ja tehokkaan käytön kanssa.

(9) Maakaasumarkkinalain 51 §:n mukaan:

Nesteytetyn maakaasun käsittelylaitteiston haltijan on kohtuullista korvausta vastaan myytävä laitteiston käyttöoikeuksia niitä tarvitseville laitteistonsa kapasiteetin rajoissa.

Käyttöoikeuksista perittävien maksujen ja niitä koskevien menettelyjen on mahdollistettava sellaisten tarvittavien investointien tekeminen, joilla varmistetaan nesteytetyn maakaasun käsittelylaitteiston toimivuus.

(10) Maakaasumarkkinalain 52 §:n mukaan:

Nesteytetyn maakaasun käsittelylaitteiston haltijan tulee julkaista palvelujensa yleiset myyntiehdot ja -hinnat sekä niiden määräytymisperusteet.

Laki sähkö- ja maakaasumarkkinoiden valvonnasta (590/2013, jäljempänä valvontalaki)

(11) Valvontalain 10 §:n mukaan:

Energiaviraston tulee päätöksellään (vahvistuspäätös) vahvistaa verkonhaltijan, järjestelmävastaavan kantaverkonhaltijan ja järjestelmävastaavan

siirtoverkonhaltijan sekä nesteytetyn maakaasun käsittelylaitoksen haltijan noudatettaviksi seuraavat palvelujen ehdot ja palvelujen hinnoittelua koskevat menetelmät ennen niiden käyttöönottamista:

--

2) ehdot, edellytykset ja tariffit, jotka koskevat oikeutta käyttää nesteytetyn maakaasun käsittelylaitteistoja;

--

Vahvistuspäätös, jossa määrätään 1 momentin 1 kohdassa tarkoitetuista menetelmistä, on voimassa kahden toisiaan seuraavan neljän vuoden pituisen valvontajakson ajan. Jos verkonhaltija on aloittanut toimintansa muihin verkonhaltijoihin sovellettavan valvontajakson ollessa kesken, on 1 momentin 1 kohdassa tarkoitettu vahvistuspäätös kuitenkin voimassa kyseisen valvontajakson loppuun. Vahvistuspäätös, jossa määrätään 1 momentin 2 kohdassa tarkoitetuista ehdoista, edellytyksistä ja tariffeista, on voimassa Energiaviraston määräämän enintään kahden vuoden pituisen ajan. Muut 1 momentissa tarkoitetut päätökset ovat voimassa toistaiseksi tai, jos erityistä syytä on, päätöksessä määrätyn määräajan.

(12) Valvontalain 12 §:n mukaan:

--

Maakaasuverkonhaltijaan, järjestelmävastaavaan siirtoverkonhaltijaan ja nesteytetyn maakaasun käsittelylaitteiston haltijaan kohdistuvan vahvistuspäätöksen tulee perustua niihin perusteisiin, joista säädetään:

1) maakaasumarkkinalaissa sekä sen nojalla annetuissa säännöksissä;

2) maakaasun siirtoverkonhaltijan eriyttämisestä annetussa laissa;

3) maakaasuverkkoasetuksessa sekä sen nojalla annetuissa, suuntaviivoja koskevissa komission asetuksissa ja päätöksissä;

4) maakaasumarkkinadirektiivin nojalla annetuissa, suuntaviivoja koskevissa komission asetuksissa ja päätöksissä;

--

(13) Valvontalain 12 a §:n mukaan:

--

Energiaviraston on ennen 10 §:ssä tarkoitettujen vahvistuspäätösten antamista järjestettävä julkinen kuuleminen, jossa vahvistuspäätöksen kohteena oleville toiminnanharjoittajille, heidän asiakkailleen ja muille sidosryhmille varataan mahdollisuus lausua näkemyksensä vahvistuspäätösten sekä niiden sisältämien menetelmien ja ehtojen sisällöstä. Jos vahvistuspäätöksen antamista edeltävästä julkisesta kuulemisesta on säädetty 2 §:ssä tarkoitetussa Euroopan

unionin lainsäädännössä, sovelletaan julkisen kuulemisen järjestämiseen unionin lainsäädännössä säädettyä menettelyä.

(14) Valvontalain 38 §:n mukaan:

Energiaviraston tämän lain nojalla antamaa päätöstä on noudatettava muutoksenhausta huolimatta, jollei Energiavirasto tai hallintotuomioistuin toisin määrää.

--

Euroopan parlamentin ja neuvoston asetus (EU) 2024/1789, annettu 13 päivänä kesäkuuta 2024, uusiutuvan kaasun, maakaasun ja vedyn sisämarkkinoista, asetusten (EU) N:o 1227/2011, (EU) 2017/1938, (EU) 2019/942 ja (EU) 2022/869 ja päätöksen (EU) 2017/684 muuttamisesta sekä asetuksen (EY) N:o 715/2009 kumoamisesta (uudelleenlaadittu) (jäljempänä kaasumarkkina-asetus)

(15) Kaasumarkkina-asetuksen 1 artiklan mukaan:

Tällä asetuksella

a) vahvistetaan syrjimättömät säännöt maakaasuverkkoihin ja vetyjärjestelmiin pääsyä koskevista edellytyksistä, ottaen huomioon kansallisten ja alueellisten markkinoiden erityispiirteet, maakaasun ja vedyn sisämarkkinoiden moitteettoman toiminnan varmistamiseksi sekä energiajärjestelmän joustavuuden edistämiseksi

--

(16) Kaasumarkkina-asetuksen 2 artiklan mukaan:

--

7) ”jälkimarkkinoilla” markkinoita, joilla kapasiteettikauppaa käydään muutoin kuin ensimarkkinoilla;

--

25) ”nesteytetyn maakaasun käsittelylaitoksen kapasiteetilla” kapasiteettia nesteytetyn maakaasun terminaalissa, jota käytetään maakaasun nesteyttämiseen tai nesteytetyn maakaasun tuontiin, purkamiseen, lisäpalveluihin, tilapäiseen varastointiin ja uudelleenkaasuttamiseen

--

(17) Kaasumarkkina-asetuksen 8 artiklan mukaan:

1. Nesteytetyn maakaasun käsittelylaitteiston haltijoiden on

a) tarjottava palveluja, jotka vastaavat markkinakysyntään, syrjimättömästi kaikille verkonkäyttäjille; etenkin jos nesteytetyn maakaasun käsittelylaitteiston haltija, vetyterminaalinhaltija, vetyvarastonhaltija tai maakaasun

varastointilaitteiston haltija tarjoaa samaa palvelua eri asiakkaille, sen on tarjottava palvelu yhtäläisin sopimusehdoin;

b) tarjottava palveluja, jotka ovat yhteensopivia yhteenliitettyjen maakaasun ja vedyn siirtoverkkojen käytön kanssa, ja helpotettava verkkoon pääsyä tekemällä yhteistyötä siirtoverkonhaltijan tai vetyverkonhaltijan kanssa; ja

c) julkistettava asiaa koskevat tiedot ja erityisesti tiedot palvelujen käytöstä ja saatavuudesta siten, että ne ovat nesteytetyn maakaasun käsittelylaitosten, maakaasuvarastojen, vetyterminaalien tai vetyvarastojen käyttäjien saatavilla näiden kohtuullisten kaupallisten tarpeiden edellyttämässä ajassa; sääntelyviranomaisen on seurattava näiden tietojen julkaisemista.

--

3. Kunkin nesteytetyn maakaasun käsittelylaitteiston haltijan on tarjottava nesteytetyn maakaasun käsittelylaitoksen käyttäjille sekä yhdistettyjä että yhdistämättömiä palveluja nesteytetyn maakaasun käsittelylaitoksessa käyttäjien ilmaisemien tarpeiden mukaan.

4. Nesteytetyn maakaasun käsittelylaitoksia ja maakaasuvarastoja koskevat sopimukset sekä vetyvarastoja ja vetyterminaaleja koskevat sopimukset eivät saa johtaa tariffien mielivaltaiseen korottamiseen sillä perusteella, että

a) sopimusta ei allekirjoiteta kaasuvuoden aikana ja sillä on poikkeuksellinen voimaantulopäivä; tai

b) sopimuksella on lyhyempi voimassaoloaika kuin vakiomuotoisella vuosittaisella sopimuksella.

5. Kolmannen osapuolen verkkoonpääsyyn liittyviä palveluja voidaan tarvittaessa tarjota edellyttäen, että verkonkäyttäjät antavat asianmukaiset takeet tällaisten käyttäjien luottokelpoisuudesta. Kyseiset takeet eivät saa muodostaa perusteettomia markkinoilletulon esteitä, ja niiden on oltava syrjimättömiä, läpinäkyviä ja oikeasuhteisia.

6. Nesteytetyn maakaasun käsittelylaitoksen tai vetyterminaalin kapasiteetin ja maakaasun tai vedyn varastointikapasiteetin vaadittavan vähimmäiskoon sopimusperusteisen rajoittamisen on perustuttava teknisiin rajoituksiin, ja rajoittamisen on mahdollistettava varastojen pienkäyttäjille varastointipalvelujen hankkiminen.

--

(18) Kaasumarkkina-asetuksen 11 artiklan mukaan:

1. Maakaasuvaraston, nesteytetyn maakaasun käsittelylaitoksen, vetyvaraston tai vetyterminaalin enimmäiskapasiteetti on saatettava markkinaosapuolten käytettäväksi järjestelmän toimivuus ja verkon tehokas toiminta huomioon ottaen.

2. Nesteytetyn maakaasun käsittelylaitteiston haltijoiden, vetyvarastonhaltijoiden, vetyterminaalinhaltijoiden ja maakaasun varastointilaitteiston haltijoiden on pantava täytäntöön ja julkistettava syrjimättömät ja läpinäkyvät kapasiteetinjakomekanismit, joiden on

a) annettava asianmukaisia taloudellisia signaaleja kapasiteetin tehokasta ja maksimaalista käyttöä varten ja helpotettava investointeja uuteen infrastruktuuriin;

b) oltava yhteensopivia markkinamekanismien kanssa, spot-markkinat ja kaupankäynnin keskukset mukaan luettuina, ja oltava samalla joustavia ja sellaisia, että niitä voidaan mukauttaa muuttuviin markkinaolosuhteisiin; ja

c) oltava yhteensopivia yhteenliitettyyn verkkoon pääsyä koskevien järjestelmien kanssa.

3. Nesteytetyn maakaasun terminaalien, vetyterminaalien, vetyvarastojen ja maakaasuvarastojen sopimuksiin on sisällyttävä toimenpiteitä kapasiteetin hamstrauksen estämiseksi ottaen huomioon seuraavat periaatteet, joita sovelletaan sopimusperusteisen siirtorajoituksen tapauksessa:

a) laitteiston haltijan on tarjottava käyttämätöntä kapasiteettia ensimarkkinoilla viipymättä, ja sen on maakaasuvarastojen osalta tarjottava tällaista kapasiteettia vähintään seuraavan vuorokauden kapasiteettina ja keskeytyvänä kapasiteettina;

b) käyttäjät voivat jälleenmyydä sovitun kapasiteettinsa jälkimarkkinoilla;

--

(19) Kaasumarkkina-asetuksen 12 artiklan mukaan:

Kunkin siirtoverkonhaltijan, maakaasun varastointilaitteiston haltijan, nesteytetyn maakaasun käsittelylaitteiston haltijan, vedyn siirtoverkonhaltijan, vetyterminaalinhaltijan ja vetyvarastonhaltijan on toteutettava kohtuulliset toimenpiteet kapasiteettioikeuksilla käytävän vapaan kaupan mahdollistamiseksi ja sen helpottamiseksi läpinäkyvällä ja syrjimättömällä tavalla. Jokaisen haltijan on kehitettävä yhdenmukaiset siirtoa, nesteytetyn maakaasun käsittelylaitoksia, vetyterminaaleja, maakaasuvarastoja ja vetyvarastoja koskevat sopimukset ja menettelyt ensimarkkinoilla helpottaakseen kapasiteetilla käytävää jälkimarkkinakauppaa sekä tunnustettava ensisijaisten kapasiteettioikeuksien siirto, josta verkonkäyttäjät ovat ilmoittaneet.

Yhdenmukaisista sopimuksista ja menettelyistä on annettava ilmoitus sääntelyviranomaisille.

Johtopäätökset

Vahvistuspäätöksen aineellisoikeudellinen perusta ja energiaviraston toimivalta

(20) Vahvistuspäätöksen aineellisoikeudellisesta perustasta säädetään valvontalain 12 §:ssä. Valvontalain 12 §:n 2 momentin mukaan nesteytetyn maakaasun käsittelylaitoksen haltijaan kohdistuvan vahvistuspäätöksen tulee perustua niihin perusteisiin, joista säädetään maakaasumarkkinalaissa sekä sen nojalla annetuissa säännöksissä; maakaasuverkkoasetuksessa sekä sen nojalla annetuissa, suuntaviivoja koskevissa komission asetuksissa ja päätöksissä, siltä osin kuin niitä sovelletaan Suomessa sekä maakaasumarkkinadirektiivin nojalla annetuissa, suuntaviivoja koskevissa komission asetuksissa ja päätöksissä.

(21) Valvontalain 10 §:n 1 momentin 2 kohdan mukaan Energiaviraston tulee päätöksellään (vahvistuspäätös) vahvistaa nesteytetyn maakaasun käsittelylaitoksen haltijan noudatettaviksi ehdot, edellytykset ja tariffit, jotka koskevat oikeutta käyttää nesteytetyn maakaasun käsittelylaitteistoja ja palvelujen hinnoittelua koskevat menetelmät ennen niiden käyttöönottamista.

Gasum LNG Oy:n ehdottamien ehtojen ja hintojen arviointi

(22) Gasum LNG Oy on maakaasumarkkinalain (587/2017) 3 §:n 1 momentin 21 kohdan tarkoittama nesteytetyn maakaasun käsittelylaitoksen haltija, jonka Energiavirasto on nimennyt maakaasumarkkinalain tarkoittamaksi nesteytetyn maakaasun käsittelylaitteiston haltijaksi.

(23) Huomioiden tässä päätöksessä esitetyt valvontalain 12 § ja 12 a §:n vaatimukset, Energiavirasto on arvioinut Gasum LNG Oy:n ehdotusta Porissa sijaitsevan nesteytetyn maakaasun käsittelylaitteiston käyttöä koskeviksi ehdoiksi ajanjaksolle 1.1.2026–31.12.2027, ja toteaa esitettyjen ehtojen vastaavan maakaasumarkkinalain ja kaasumarkkina-asetuksen syrjimättömyyden, avoimuuden ja kohtuullisuuden kriteereitä.

(24) Siltä osin kuin Gasum LNG Oy:n ehtoihin, edellytyksiin ja tariffeihin ei ole käsiteltävänä olevassa ehdotuksessa esitetty muutoksia, Energiavirasto viittaa aiemmissa vahvistuspäätöksessään diaarinumerolla 3683/050304/2023 annettuihin perusteluihin.

(25) Energiavirasto katsoo, että ehdotetut ehdot ovat lainmukaisia, perusteltuja ja hyväksyttäviä.

Sovelletut säännökset

Maakaasumarkkinalaki (587/2017) 2 §, 3 § ja 50–52 §

Laki sähkö- ja maakaasumarkkinoiden valvonnasta (590/2013) 10 §, 12 § ja 12 a §, 38 §

Euroopan parlamentin ja neuvoston asetus (EU) 2024/1789, annettu 13 päivänä kesäkuuta 2024, uusiutuvan kaasun, maakaasun ja vedyn sisämarkkinoista, asetusten (EU) N:o 1227/2011, (EU) 2017/1938, (EU) 2019/942 ja (EU) 2022/869 ja

päätöksen (EU) 2017/684 muuttamisesta sekä asetuksen (EY) N:o 715/2009 kumoamisesta (uudelleenlaadittu), artiklat 1, 2, 8, 11, ja 12

Muutoksenhaku

Tähän päätökseen saa hakea muutosta valittamalla markkinaoikeuteen siten kuin laissa oikeudenkäynnistä hallintoasioissa (808/2019) säädetään. Valitusosoitus on päätöksen liitteenä.

Päätöstä on noudatettava muutoksenhausta huolimatta (590/2013, 38 §).

Tiedoksianto

Päätös annetaan hallintolain (434/2003) mukaisesti tiedoksi Gasum LNG Oy:lle

- sähköisestä asioinnista viranomaistoiminnassa annetun lain (13/2003) 19 §:n mukaisena tavallisena sähköisenä tiedoksiantona sähköpostitse.

Päätös on lähetetty kansilehdeltä ilmenevänä asiakirjan päivämääränä.

Lisätiedot

Lisätietoja päätöksestä antaa:

Johtava asiantuntija Tiina Karppinen
Puh. 029 5050 035
Sähköposti: tiina.karppinen@energiavirasto.fi

Liitteet
Valitusosoitus
Pori Terminal Services Contract Form_updated 9_25
Terminal-rules-for-Pori-lng-terminal_updated 9_25
Capacity allocation application_Pori_updated 9_25
Gasum Counterparty Outreach_Pori 9_25
Pori Terminal Rules_Annex 1_LNG Quality Specifications 9_25
Pori Terminal Rules_Annex 2_Terminal Services Price List 9_25
Pori Terminal Rules_Annex 3_Swap-Agreement Form_update 9_25

Jakelu
Gasum LNG Oy

Päätöksen 'Tiedoksianto'-kohdasta ilmenee mille taholle päätös on annettu hallintolain mukaisesti tiedoksi ja tiedoksiantotapa

Maksutta

VALITUSOSOITUS

Valitusoikeus hallintopäätöksestä

Energiaviraston antamaan hallintopäätökseen saa hakea muutosta valittamalla siten kuin laissa oikeudenkäynnistä hallintoasioissa (808/2019) säädetään. Valituskelpoisella hallintopäätöksellä tarkoitetaan päätöstä, jolla asia on ratkaistu tai jätetty tutkimatta.

Hallintopäätökseen saa hakea muutosta valittamalla se, johon päätös on kohdistettu tai jonka oikeuteen, velvollisuuteen tai etuun päätös välittömästi vaikuttaa ja se, jonka valitusoikeudesta laissa erikseen säädetään.

Valitusviranomainen

Valitusviranomainen Energiaviraston päätökseen on markkinaoikeus.

Valituksen tekeminen ja valitusaika

Valituksen saa tehdä sillä perusteella, että päätös on lainvastainen.

Valitus on tehtävä kirjallisesti 30 päivän kuluessa päätöksen tiedoksisaannista.

Jos tiedoksianto on toimitettu tavallisena tiedoksiantona postitse kirjeellä vastaanottajalle, katsotaan hänen saaneen asiasta tiedon seitsemäntenä päivänä kirjeen lähettämisestä, jollei muuta näytetä. Mikäli päätös annetaan hakijalle tiedoksi sähköisenä viestinä, päätös katsotaan annetuksi tiedoksi kolmantena päivänä viestin lähettämisestä, jollei muuta näytetä. Jos päätös on postitettu saantitodistusta vastaan, vastaanottajan katsotaan saaneen asiasta tiedon saantitodistuksen osoittamana aikana. Valitusaikaa laskettaessa tiedoksiantopäivää ei oteta lukuun.

Milloin kysymyksessä on sijaistiedoksianto, tiedoksisaannin katsotaan tapahtuneen kolmantena päivänä sijaistiedoksiantoa koskevan tiedoksiantotodistuksen osoittamasta päivästä. Viranomaisen tietoon asian katsotaan tulleen kirjeen saapumispäivänä.

Kun valituksen tekemisen määräajan viimeinen päivä on pyhäpäivä, itsenäisyyspäivä, vapunpäivä, joulu- tai juhannusaatto tahi arkilauantai, saa valituksen toimittaa ensimmäisenä arkipäivänä sen jälkeen. Valitus on toimitettava valitusviranomaiselle viimeistään valitusajan viimeisenä päivänä ennen valitusviranomaisen aukioloajan päättymistä.

Valituksen tekemisestä säädetään lisäksi sähköisestä asioinnista viranomaistoiminnassa annetussa laissa (13/2003). Määräaikojen laskemisesta säädetään säädettyjen määräaikain laskemisesta annetussa laissa (150/1930).

Valituksen sisältö

Valituksessa on ilmoitettava:

- päätös, johon haetaan muutosta (*valituksen kohteena oleva päätös*);
- miltä kohdin päätökseen haetaan muutosta ja mitä muutoksia siihen vaaditaan tehtäväksi (*vaatimukset*);
- vaatimusten perustelut; sekä
- mihin valitusoikeus perustuu, jos valituksen kohteena oleva päätös ei kohdistu valittajaan.

Valituksessa on lisäksi ilmoitettava valittajan nimi ja yhteystiedot. Jos puhevaltaa käyttää valittajan laillinen edustaja tai asiamies, myös tämän yhteystiedot on ilmoitettava. Yhteystietojen muutoksesta on valituksen vireillä ollessa ilmoitettava viipymättä tuomioistuimelle.

Valituksessa on ilmoitettava myös se postiosoite ja mahdollinen muu osoite, johon oikeudenkäyntiin liittyvät asiakirjat voidaan lähettää (*prosessiosoite*). Mikäli valittaja on ilmoittanut enemmän kuin yhden prosessiosoitteen, voi tuomioistuin valita, mihin ilmoitetuista osoitteista se toimittaa oikeudenkäyntiin liittyvät asiakirjat.

Oikaisuvaatimuksen tekijä saa valittaessaan oikaisuvaatimuspäätöksestä esittää vaatimuksilleen uusia perusteluja. Hän saa esittää uuden vaatimuksen vain, jos se perustuu olosuhteiden muutokseen tai oikaisuvaatimuksen tekemisen määräajan päättymisen jälkeen valittajan tietoon tulleeseen seikkaan.

Valituksen liitteet

Valitukseen on liitettävä:

- valituksen kohteena oleva päätös valitusosoituksineen;
- selvitys siitä, milloin valittaja on saanut päätöksen tiedoksi, tai muu selvitys valitusajan alkamisen ajankohdasta; sekä
- asiakirjat, joihin valittaja vetoaa vaatimuksensa tueksi, jollei niitä ole jo aikaisemmin toimitettu viranomaiselle.
- asiamiestä käytettäessä valtakirja, sen mukaan kuin oikeudenkäynnistä hallintoasioissa annetun lain 32 §:ssä säädetään.

Valituskirjelmän toimittaminen valitusviranomaiselle

Valituskirjelmä on toimitettava valitusajan kuluessa markkinaoikeuteen, jonka osoite on

Markkinaoikeus
Radanrakentajantie 5
00520 HELSINKI

faksi: 029 56 43314
sähköposti: markkinaoikeus@oikeus.fi

Valituskirjelmä voidaan toimittaa valitusviranomaiselle myös postitse.

V*alituksen voi tehdä myös hallinto- ja erityistuomioistuinten asiointipalvelussa osoitteessa* https://asiointi.oikeus.fi/hallintotuomioistuimet/#/

Kun valituskirjelmä toimitetaan hallinto- ja erityistuomioistuinten asiointipalvelun kautta, liitteet voi toimittaa skannattuna asiointipalvelussa tai kirjeitse. Kirjeitse toimitettaessa mainitse asiasta asiointipalvelun Viesti-kentässä.

Valituskirjelmän lähettäminen postitse tai sähköisesti tapahtuu lähettäjän omalla vastuulla.

Oikeudenkäyntimaksu

Valituksen käsittelystä markkinaoikeudessa voidaan periä oikeudenkäyntimaksu.

Valittajalta peritään markkinaoikeudessa oikeudenkäyntimaksu 2120 euroa.

Tuomioistuimissa perittäviä oikeudenkäyntimaksuja sekä käräjäoikeuksien, hovioikeuksien ja markkinaoikeuden hakemusmaksuja korotetaan vuoden 2025 alusta lähtien. Lisätietoa tuomioistuinmaksuista löydät tuomioistuinlaitoksen verkkosivuilta Maksujen suuruudet päivitetään sivustolle vuoden 2025 alussa.

Tuomioistuinmaksulaissa (1455/2015, https://www.finlex.fi/fi/laki/ajantasa/2015/20151455?search%5Btype%5D=pika&search%5Bpika%5D=tuomioistuinmaksulaki#P5) on erikseen säädetty tapauksista, joissa maksua ei peritä.

TERMINAL SERVICES CONTRACT

between

TERMINAL OPERATOR

AND

[USER]

[date] [month] 2025

THIS TERMINAL SERVICES CONTRACT (the **Contract**) is made on this [date] [month] 2023 between the following parties.

PARTIES

(1) **Gasum LNG Oy** (business identity code 2590845-3) a limited liability company incorporated and existing under the laws of Finland (the **Terminal Operator**); and

(2) [ ] (business identity code [ ]) a [ ] company incorporated and existing under the laws of [ ] (the **User**).

The Terminal Operator and the User jointly the **Parties** and separately a **Party**.

BACKGROUND

(A) The Terminal Operator owns and operates a small-scale liquefied natural gas import terminal situated on Tahkoluoto port, Gate TA7, 28900 Pori, Finland (the **Terminal**).

(B) With this Contract the Parties have agreed on and become bound by the terms of this Contract and Terminal Rules according to which the Terminal Operator provides the Terminal Services to the User and the User shall have right to deliver (import) LNG into the Storage Tanks and take LNG therefrom (export) within the volume limits of their User Capacity during the relevant Capacity Allocation Period (all as defined in the Terminal Rules and this Terminal Services Contract).

IT IS AGREED as follows:

1 DEFINITIONS

As used in this Contract, unless expressly otherwise stated or evident in the context, the capitalised terms used in this Contract and not defined herein shall have the meanings given to them in the Terminal Rules, as applicable.

2 USER CAPACITY RESERVATION

2.1 The Parties confirm that the scheduled imports and exports of LNG into and from the Storage Tanks by each User shall be as specified in the Terminal User Schedules and the User Monthly Schedules in accordance with the Terminal Rules during the relevant Capacity Allocation Period.

2.2 With this Contract, the User commits, upon the Terminal Operator's notification to the User of the allocated User Capacity and Terminal User Schedule, to deliver and take all of the allocated User Capacity volumes to the Terminal and pay, on a take-or-pay basis, the throughput fees and service fees for the relevant volumes as further set out in this Contract and Terminal Rules.

2.3 In accordance with the Capacity Allocation application submitted by the User to the Terminal Operator, the User has been allocated the following User Capacity and Terminal Services:

Reserved capacity and services			
SERVICES	**YES** (mark the check-box)	**NO** (mark the checkbox)	**QUANTITY**
Throughput capacity reservation. The User shall reserve throughput capacity in the Terminal.			**MWh/ m3**
Unloading services. The User shall purchase LNG vessel unloading services for transferring LNG to storage.			**Pcs./Year**
Loading and bunkering service. The User shall purchase LNG vessel loading/ bunkering services for transferring LNG to vessels.			**Pcs./Year**
Truck loading services. The User shall purchase LNG truck loading services to load LNG to LNG transport equipment.			**Pcs./Year**

3 PAYMENT TERMS

3.1 The User shall pay the amount payable within fourteen (14) days from the date of the invoice issued by the Terminal Operator during the month immediately following the delivery month or usage of the Terminal Services.

3.2 The Terminal Operator may invoice any reserved unused User Capacity and/or Terminal Services during the month immediately following such scheduled capacity reservation and/or Terminal Services and at the end of the respective Capacity Allocation Period at the latest.

3.3 Penalty interest shall be determined in accordance with the applicable Interest Act on delayed payments.

4 TERM AND TERMINATION

4.1 This Contract shall become effective when signed by the Parties and shall be in force during the Capacity Allocation Period (1 January 2026 – 31 December 2026).

4.2 Section 5.4 (Termination of Terminal Services Contract) shall be applied to this Contract.

5 MISCELLANEOUS

5.1 General Terms and Conditions

5.2 The general terms and conditions set out in section 6 of the Terminal Rules shall apply to this Contract as written herein.

5.3 Further, the User has signed and committed to a SWAP Agreement conducted between the Terminal Operator and Users.

5.4 Notices

5.4.1 The controlling language of this Contract and for future communications shall be English. Notices required under this Contract shall be deemed sufficient if made in writing and delivered personally (with an initialled dated receipt), by registered mail, by courier, or by e-mail to the recipient at the addresses below:

Gasum LNG Oy

Postal Address: c/o Gasum AS

Kontinentalvegen 31, 4056 Tananger, Norway

Attention: Asbjørn Folvik

asbjorn.folvik@gasum.com

Tel: +4747509062

User

Postal Address:

E-mail:

Tel:

5.4.2 The Parties shall give notice of any changes in their contact information without undue delay.

5.5 Amendments

Any amendment to this Contract shall be in writing and shall have no effect before signed by duly authorised representatives of the Parties.

5.6 Assignment

This Contract or the rights or obligations under this Contract shall not be assignable by either Party except that the Terminal Operator may assign this Contract or any of its rights to any Gasum Entity.

5.7 Headings

The headings of this Contract are for convenience only and shall not in any way limit or affect the meaning or interpretation of the provisions of this Contract.

5.8 No Waiver

Failure by any Party at any time or times to require performance of any provisions of this Contract shall in no manner affect its right to enforce the same, and the waiver by any Party of any breach of any provision of this Contract shall not be construed to be a waiver by such Party of any succeeding breach of such provision or waiver by such Party of any breach of any other provision hereof.

5.9 Severability

If any part of this Contract is determined to be invalid or unenforceable, such determination shall not invalidate any other provision of this Contract. The Parties shall attempt, through negotiations in good faith, to replace any such invalid or unenforceable part of the Contract with a comparable provision that is enforceable and valid. The failure of the Parties to reach an agreement on such a replacement provision shall not affect the validity of the remaining provisions of this Contract.

6 GOVERNING LAW

This Contract is governed by the laws of Sweden, with the exception of the conflict-of-law rules.

7 SETTLEMENT OF DISPUTES

All possible disputes between the Parties regarding this Contract shall be resolved in negotiations. If an agreement is not reached in negotiations, disputes related to this Contract shall be resolved in final arbitration according to the rules established by the Arbitration Institute of the Finland Chamber of Commerce. Arbitration takes place in Helsinki, Finland and is conducted in the English language.

AS WITNESS this Contract has been duly executed by the Parties on the date stated at the beginning of this Contract.

GASUM LNG Oy

_____	_____
Name	Name
Title	Title

[USER]

_____	_____
Name	Name
Title	Title

Gasum LNG Oy

TERMINAL RULES FOR THE PORI LNG IMPORT TERMINAL

22 September 2025

Table of Contents

1 INTRODUCTION 4

1.1 Definitions 4

2 PORT DESCRIPTION 6

3 TERMINAL DESCRIPTION 7

3.1 Technical characteristics of the Terminal 8

3.2 Location of the Terminal 8

4 TERMINAL PROCEDURES 9

4.1 LNG vessel Unloading/Loading Services 9

4.1.1 Approval procedures for the LNG vessel 9

4.1.2 Notifications by the vessel 9

4.1.3 Notifications sent by the Terminal 10

4.1.4 Arrival inspections 10

4.2 Detailed unloading procedures 11

4.2.1 Responsibilities of the master of the LNG vessel 11

4.2.2 Communications between the LNG vessel and Terminal and the ESD signal 11

4.2.3 Preliminary meeting for LNG vessel unloading procedures 12

4.2.4 LNG unloading procedures 12

4.2.5 Unmooring of LNG vessel 13

4.3 LNG Truck Loading Services 13

5 TERMINAL SERVICES 14

5.1 Terminal Services description 14

5.2 Capacity and service description 14

5.2.1 Storage capacity allocation principles and reservation procedure 14

5.3 User Capacity reservation principles and procedure 15

5.4 User virtual account 16

5.5 Access principles and SWAP-arrangement 16

5.6 Terminal use schedules and projected consumption 17

5.6.1 Monthly schedule 18

5.6.2 Weekly schedule 18

5.6.3 Vessels unloading and bunkering schedule 19

5.7 Minimal quality requirements for LNG, quality and volume assessment 19
6 GENERAL TERMS AND CONDITIONS 20
6.1 Required collateral for User obligations 20
6.2 Insurances 20
6.3 Limitations to the obligation to provide Terminal Services 20
6.4 Termination of Terminal Services Contract 21
6.5 Force Majeure 21
6.6 Liability 22
6.6.1 Liability of the Terminal Operator 22
6.6.2 Liability of the User 22
6.6.3 Limiting damage and responsibility towards third parties 23
6.7 Exchange of information 23
6.8 Confidentiality and Documents 23
6.9 Applicable Law and Dispute Resolution 24

ANNEX 1 LNG Quality Specifications
ANNEX 2 Terminal Services Price List
ANNEX 3 SWAP-Agreement Form

1 INTRODUCTION

With its notice of October 27, 2016 (No. 966/534/2016), the Energy Authority has designated Gasum LNG Oy as an operator of storage equipment and liquified natural gas processing equipment (for the purposes of these terminal rules 'terminal operator') in the Pori LNG terminal as required by Section 8 of Chapter 6 of the Natural Gas Market Act (2013/589). This designation is valid for a period of ten years.

With its **December 4, 2023** decision, the Energy Authority has approved these terminal rules regarding the right for using liquified natural gas processing equipment.

These Terminal Rules will be applied for the Capacity Allocation Period starting on 1 January 2026, when the Terminal Operator sells Terminal Services to Terminal Users. These Terminal Rules are also applied to the aftermarket trade and for throughput capacity reservations made in the aftermarket. The Terminal Rules concerning the Users shall also be applied in non-discriminatory manner to all Gasum group entities using the Terminal Services to all other extent but when such rules in specific concern only Third-Party Users and Third-Party Capacity.

The terminal operator reserves the right to modify these rules if there is justified cause.

1.1 Definitions

For the purpose of these Terminal Rules, the following terms shall have the following meaning:

1.1.1 **Capacity Allocation Period** means the period when the Terminal throughput capacity services are offered to Users of one calendar year (12 months) starting annually on 1 January and ending on 31 December.

1.1.2 **Liquified natural gas (LNG)** shall mean such natural gas that is in liquid form that is vaporised back into gas when used and which meets the technical characteristics and quality requirements set forth in these Terminal Rules and/or the Terminal Services Contract.

1.1.3 **Loading Master** means an employee of the Terminal Operator who is responsible for receiving the User / LNG vessel notifications on behalf of the Terminal Operator.

1.1.4 **Port** means the Pori Satama Oy and personnel responsible for port activities of the terminal.

1.1.5 **Terminal** shall mean the small-scale LNG import terminal located in Pori (Finland) owned and operated by the Terminal Operator. The address of the Terminal is: Tahkoluoto port, gate TA7, FI-28900 Pori.

1.1.6 **Terminal manager** means an employee of the Terminal Operator who is responsible for practical operations at the Terminal.

1.1.7 **Terminal Operator** means Gasum LNG Oy (Business ID: 2590845-3), address: Revontulenpuisto 2 C, 02100 Espoo.

1.1.8 **Terminal Operator's website** for the purposes of publishing these Terminal Rules and Terminal Services Price List shall be https://www.gasum.com/en/our-operations/lng-supply-chain/terminals--liquefaction-plants/gasum-lng-terminal-pori/rules--tariffs-for-pori-en/

1.1.9 **Terminal Rules** shall mean this terminal rules document including its annexes to be maintained and amended by the Terminal Operator.

1.1.10 **Terminal Services** shall mean services offered by the Terminal Operator as further described in Section 5.1.

1.1.11 **Terminal Services Contract** means the contract concluded between the User and the Terminal Operator for the Terminal Services.

1.1.1 **Third Party / Parties** shall mean any one or more competent existing or prospective users wishing to acquire access to the Terminal by purchasing some or all Terminal Services from the Terminal Operator.

1.1.2 **User** shall mean any Third Party that has entered into a contract for the use of Terminal Services with the Terminal Operator.

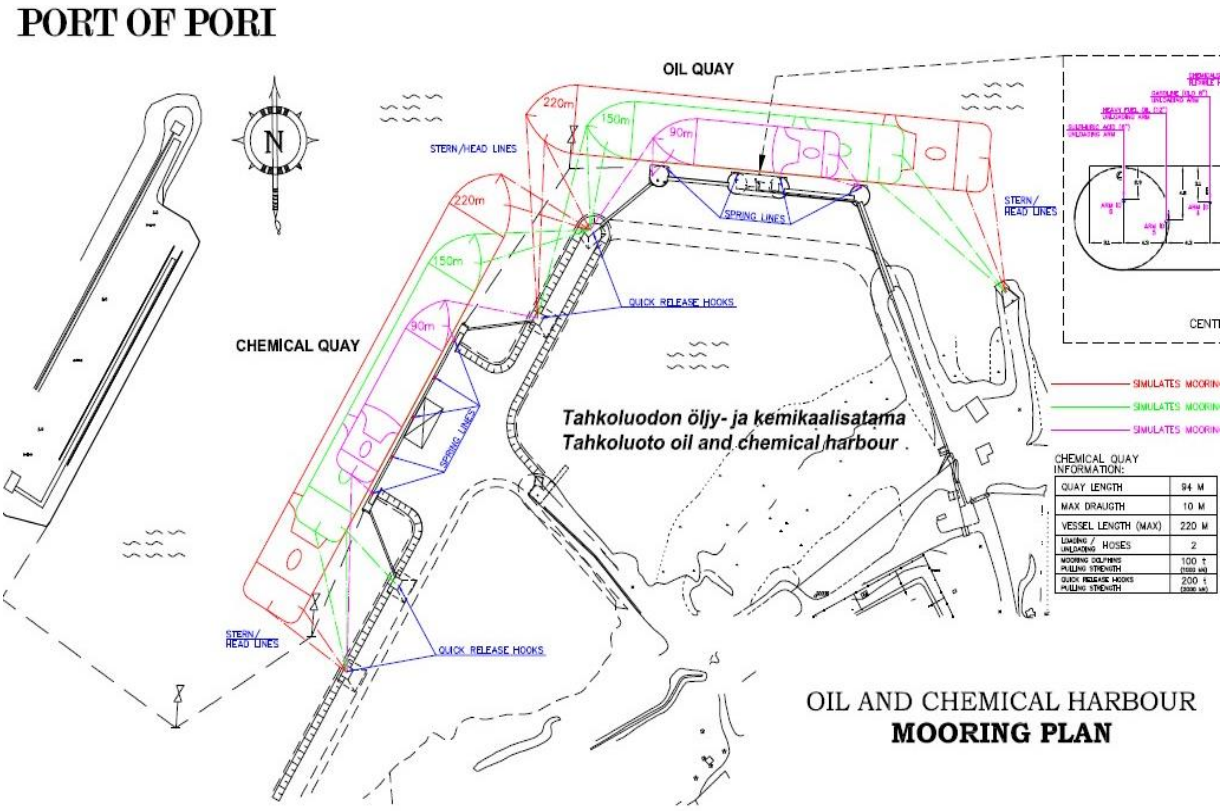
1.1.3 **User Capacity** shall mean the maximum per annum, monthly and weekly LNG throughput (MWh or m3) volumes allocated to each individual Third-Party User or Gasum Entity User for which the Terminal Operator shall commit to supply Terminal Services for that specific User.

2 PORT DESCRIPTION

Port descriptions, location, fees and safety and operation instructions (e.g. port notifications, LNG vessel approval processes and towing information) is available via the Pori Satama Oy website at: https://portofpori.fi/.

The pier has been designed so that the vessel's bow points southwest/east during loading operations. The precise location of the bollards and other vessel mooring equipment can be found on the website of the Pori port. Vessel pilotage is provided by Finnpilot (http://www.finnpilot.fi/).

The terminal operator assumes that all terminal users are acquainted with the applicable requirements and instructions. The terminal operator is not responsible for the port's requirements or instructions and does not accept responsibility for possible amendments.

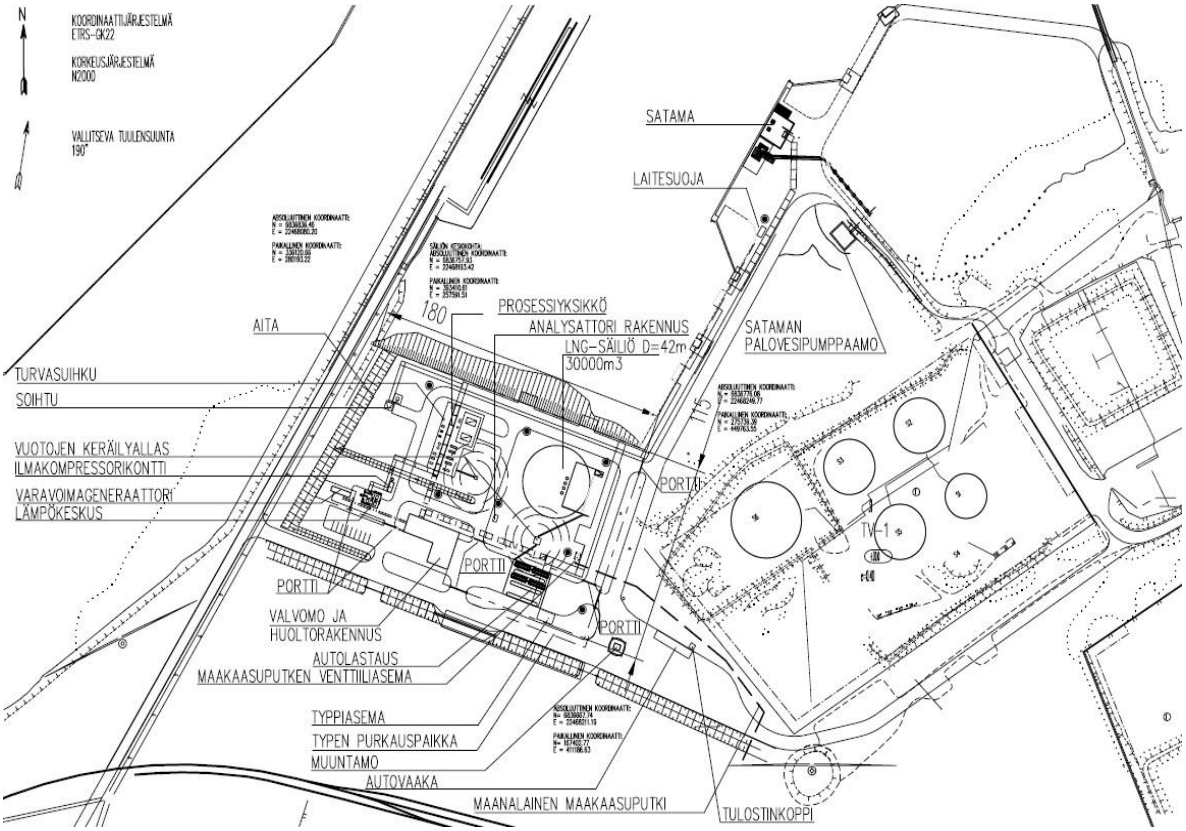


3 TERMINAL DESCRIPTION

The Terminal is composed of a storage tank, loading arms used for unloading and bunkering vessels, three LNG truck loading positions and an LNG vaporization unit for pipeline supply to local grid customers (not available for 3rd party). The gross volume of the storage container is 30,000 m3 and the height is 48 metres. The container's shell is steel concrete, the inner shell is steel and insulated. The boil-off gas generated in loading, unloading and possible exceptional situations is directed to be burned at the flare, which is a part of the terminal's safety system. Partially however, boil-off gas is also handled by a reliquefaction unit. The terminal area encompasses the chemical port's pier and transfer pipes from the pier to the terminal area.

The Terminal can receive LNG vessels with the volume of approximately 5,000 to 18,000 m3. The absolute minimum of the vessels capacity depends on the vessels size and type and their suitability for terminal operations (including the pier and loading arms). Unloading a single vessel takes approximately 12 hours, depending on the vessels size and pumping capacity. Bunkering of an LNG powered vessel takes several hours. The terminal can also accept partial loads.

The Terminal is normally open for unloading and truck loading during daytime at ordinary working days.



3.1 Technical characteristics of the Terminal

Number of piers: one, Pori Satama Oy oil and chemicals pier 30
Maximum vessel length, LOA: 220 m
Minimum vessel length: N/A
Permitted vessel draft: 12.87 m
Maximum permitted width: 19 m
Loading arms: 1 x SVT manufactured arm w/ 12” hydraulic quick couplings + 1 x SVT manufactured arm w/ 8” hydraulic quick couplings. Vapor line hose: 6“ flange connection.
Nominal line pressure: 12 bar
Normal operating pressure in the terminal: 200 - 300 mbar
Emergency de-coupling: Yes
Unloading speed: maximum 1,500 m3 per hour Loading speed: Maximum 440 m3 per hour
Number of storage containers: one
Effective volume of the storage container: 30000 m3

3.2 Location of the Terminal

Latitude N 61.638154

Longitude E 21.399020

Gasum LNG Terminal Pori

Tahkoluoto port, gate TA7

FI-28900 Pori

Phone: +358 503618642

E-mail: aku.viljanen@gasum.com

4 TERMINAL PROCEDURES

4.1 LNG vessel Unloading/Loading Services

The LNG vessel shall designate a person responsible for unloading (*'master of the vessel'*). All repair and maintenance procedures shall be approved by the Terminal Operator during loading and safety regulations and instructions shall be followed throughout the loading process.

4.1.1 Approval procedures for the LNG vessel

Before early arrival, arrival, mooring, unloading, approvals are required from the Terminal Operator and all relevant authorities.

The LNG vessel shall provide at least the following notifications to the Terminal Operator:

1. Nomination notification – sent ninety-six (96) hours before loading/unloading the LNG vessel
2. Loading/unloading notification - sent before departing the port of origin;
3. Arrival notification - sent at intervals before the LNG vessel arrives at the Port;
4. Notification of readiness - sent when the LNG vessel arrives at the pilotage station and all relevant permits have been granted for mooring at the pier.

The Terminal Operator submits the terminal situation notification 24 hours before the estimated time of arrival (*'ETA'*). The notifications specified above shall be sent to the following e-mail addresses: controlroompori@gasum.com and aku.viljanen@gasum.com.

Detailed information regarding the LNG vessel arrival, piloting and other port arrival procedures is available at the port operator's website. The vessel's crew shall follow the port operator's and Terminal Operator's instructions and SIGTTO recommendations. All procedures shall be sufficiently logged and this documentation shall be available during operations in the Port and Terminal.

Confirmation of all inspections and deviations shall be reported to the Terminal forty-eight (48) hours before arrival. Any deviations regarding the safety, docking, mooring or cargo operations of the LNG vessel shall be reported to the Terminal manager.

4.1.2 Notifications by the vessel

(1) Nomination notification
The User shall deliver a nomination notice 96 hours before unloading a LNG vessel. The nomination notice shall include the estimated unloading time, estimated time of arrival at the unloading pier and an estimate on the unloaded/loaded volume.

(2) Loading notification
The loading notification contains essential information regarding the cargo status at the port of origin and the expected properties of the LNG cargo on arrival at the Terminal. If the cargo has been obtained from a User or redirected to the Terminal Operator after departing the port of origin, the loading notification shall be delivered to the Terminal Operator at the first possible instance after procurement or redirection.

(3) Arrival notification
The arrival notification shall include the estimated time of arrival ('ETA') at the Terminal and piloting station as well as other essential information. The LNG vessel shall submit information regarding the

vessel's arrival at pre-determined intervals before arrival, so that the Terminal Operator can prepare and conduct its own procedures required for receiving the LNG vessel.

The required intervals are as follows:

1. 72 hours before ETA;
2. 48 hours before ETA;
3. 24 hours before ETA;
4. 12 hours before ETA.

If the cargo has been obtained from a User or redirected to the Terminal Operator after departing the port of origin, the arrival notification shall be delivered to the Terminal Operator at the first possible instance after procurement or redirection.

(4) Notification of Readiness (NOR)

The notification of readiness (*'NOR'*) shall be submitted to the Terminal Operator immediately after the vessel has arrived at the piloting station and meeting the following criteria:

a) The LNG vessel has performed all procedures required by the port operator and authorities (including customs) and has ordered the port operators towing service;
b) The LNG vessel is overall ready to arrive at the Terminal's pier and loading/unloading cargo.

4.1.3 Notifications sent by the Terminal

(1) Approval or rejection of the Nomination Notification

The Terminal Operator shall approve or reject the User's nomination notice within 24 hours of receipt. If the Terminal Operator approves the User's nomination notice, the notice is binding regarding the unloaded/loaded volume and declared ETA (+/- 12 hours). The Terminal Operator shall inform the User of the rejection of a nomination notice without delay, so the parties can find an alternative time for unloading.

The Terminal Operator may change the unloading programme up to 12 hours before the agreed delivery if there is justified cause.

(2) Approval or rejection of the Notification of Readiness (NOR)

The Terminal operator shall approve or reject the notification of readiness via e-mail sent to the vessel.

If the vessel has submitted a notification of readiness but the Terminal Operator or the master of the vessel notices or suspects issues that might delay mooring, unloading or loading, the party noticing the issues shall immediately give notice to the other party via e-mail.

(3) Terminal Notification of Readiness

The Terminal Operator shall send a Terminal notification of readiness to the LNG vessel no later than 24 hours of the estimated time of arrival.

4.1.4 Arrival inspections

The Terminal Operator presumes that all required inspections have been conducted on the LNG vessel before arrival. The LNG vessel is responsible for all required inspections and documentation before arrival.

4.2 Detailed unloading procedures

4.2.1 Responsibilities of the master of the LNG vessel

The main responsibility for safe operations lies with the master of the LNG vessel. The master of the LNG vessel shall ensure that he/she and the LNG vessel's crew follow all regulations, rules, formalities, procedures and instructions given by authorities, the port operator or the Terminal Operator both on the vessel and in the Terminal's facilities.

The master of the LNG vessel shall ensure, that all matters and procedures agreed to between the Terminal Operator and the LNG vessel's crew are observed and obeyed. All procedures performed on the vessel during loading shall be supervised by the master of the LNG vessel. This includes procedures conducted by the Terminal Operator's personnel.

The LNG vessel shall:

- Be a member of the International Association of Classification Societies, who has experience in the classification of LNG vessels and who follows all treaties, practices, laws, decrees and requirements applicable to LNG vessels in Europe and those which are related to sea-worthiness, design, safety, navigation, operating, environment or relevant technical or operational conditions;
- Have competent and sufficient crew and be commanded according to SOLAS regulations, the crew shall have good command of oral and written English required for operations with the Terminal and Users. Additionally, the crew shall have sufficient competency and permits and experience in operating LNG vessels;
- Meet SOLAS requirements and SIGTTO and OCIMF recommendations;
- Be trained and operated according to applicable legislation, regulations and standards;
- Fill an inspection certificate which shall not be older than one year;
- Be insured (covered by property and liability insurance);
- Be equipped at amidship with OCIMF standard loading equipment that can be connected to the Terminal's 8" loading arms and have a height between 3,0 m and 8,9 m MWL;
- Be able to store at the terminal's operating pressure of 230 mbarg;
- Submit the vessel's contact information before arrival;
- Meet the requirements specified in OMCIF, SIGTTO and MARPOL standards;
- Be fitted with suitable towing ropes and equipment;
- Be fitted with suitable, regulation conformant drawbridge;

4.2.2 Communications between the LNG vessel and Terminal and the ESD signal

The Terminal Operator shall provide a UHF radio for communications between the LNG vessel and Terminal. SIGTTO standard communications are used for the emergency shutdown procedure (*'ESD'*). The Terminal uses a SIGTTO 6 pin coupling.

All radars and other transmitters shall be disengaged once the loading arms are connected. Additionally, the LNG vessel's AIS system shall be disengaged at the Terminal or regulated to a power below 1 watt.

4.2.3 Preliminary meeting for LNG vessel unloading procedures

Once the LNG vessel is moored at the pier, all loading and unloading procedures and interruptions are instructed and supervised by both the Terminal Operator and the Port.

Before loading/unloading the vessel, the master of the LNG vessel, the Terminal Operator or a representative of the Terminal Operator shall hold a preliminary meeting onboard the LNG vessel to discuss safe operations.

These include:

1. The LNG vessel to terminal checklist as specified in ISGOTT. Inspections are conducted at agreed intervals during loading/unloading and signed accordingly;
2. in the safety statement;
3. LNG cargo operating contract;
4. ISPS safety statement;
5. conformance statement.

Before the loading arms are connected, the Terminal Operator and the master of the LNG vessel agree and sign the custody transfer documents.

Composition of the unloaded LNG is declared in the custody transfer documents and verified with the Terminal's own gas chromatograph.

4.2.4 LNG unloading procedures

All unloading procedures, including safety procedures, cooling, unloading initialisation, are conducted according to instructions provided by the Terminal Operator's personnel. ISGOTT and SIGTTO instructions shall be followed.

The following rules are followed, if unloading must be aborted unexpectedly:

- The vessel shall notify the Terminal Operator of aborting or a possible abortion hazard;
- The Terminal Operator reserves the right to abort unloading the vessel due to procedural requirements;
- Conditions set by weather conditions on the loading/unloading of LNG. The vessel's crew and the Terminal Operator shall monitor weather conditions and the vessel's motion during loading/ unloading. If there is a risk caused by weather or vessel motion to the Terminal or vessel, loading/ unloading shall be aborted by one of the parties. Adverse weather conditions instructions are provided on the port operator's website.
- In each case, the Terminal operator reserves the right to require towing readiness of the vessel, should the Terminal operator to the best of the Terminal Operator's ability see that the prevailing or expected weather conditions require a towboat to be present at the Terminal for increased safety of the vessel or the Terminal.
- The parties shall immediately communicate any circumstances that might endanger the safety or efficiency of the loading/unloading procedure.

Grounding cables are not used due to ISGOTT and SIGTO recommendations as the Terminal's flanges are isolated. Both the LNG vessel and the Terminal have cathodic isolation (ISGOTT 17.5.2) to minimise the current between the two.

The LNG vessel's unloading system water curtain shall be engaged and current confirmed before loading

arms are connected. Water curtain is maintained until the last loading arm is confirmed gasless and disengaged.

The loading arms have specialized couplings for 8” and 12” inch flanges. All loading arms are equipped with a dry-break PERC system that disengages once tolerances are exceeded.

4.2.5 Unmooring of LNG vessel

The vessel can unmoor once this has been approved by the Terminal Operator and the Port. Unmooring instructions are provided on the Port’s website.

4.3 LNG Truck Loading Services

The terminal has two truck loading positions and a scale. The truck loading positions are fitted with the following Manntek couplings that must be accounted for:

- Liquid side: Manntek DCC 2 ½” tank unit
- Gas return: Manntek DCC 2” tank unit

The User’s truck and the driver shall be approved by the Terminal Operator. Truck Loading shall be scheduled in User Monthly Schedule following the Terminal User Schedule. The driver and the truck shall be registered at the Terminal 14 days before the planned loading date. At the same time, a training is arranged at the Terminal. This is mandatory for the driver. Before loading, the User/driver shall have all required permits and training and the vehicle shall meet all requirements specified in legislation or regulations. The Terminal’s truck loading times are normally 8AM to 3PM on working days.

Loading procedures are notified via e-mail and according to the above specified principles to controlroompori@gasum.com and aku.viljanen@gasum.com.

5 TERMINAL SERVICES

5.1 Terminal Services description

The Terminal Operator commits to offer Terminal Services to the Users on the basis of fair, reasonable and non-discriminatory terms and principles specified below.

- Storage services: The terminal user shall reserve storage capacity in the terminal for physical storage of LNG.
- Unloading services: The terminal user shall purchase LNG vessel unloading services for transferring LNG to storage.
- Loading services: The terminal user shall purchase LNG vessel loading services for transferring LNG from storage to the vessel.
- Bunkering services: The terminal user shall purchase bunkering services for bunkering (filling) LNG to an LNG powered vessel.
- Truck loading services: The terminal user shall purchase LNG truck loading services to load LNG to LNG transport equipment.

For the avoidance of doubt, the access to the Terminal and Terminal Services does not include access to LNG vaporization equipment and pipeline connecting the Terminal to individual customer sites.

The provision of the Terminal Services is limited by the technical characteristics described in Section 3.1 and specified limitations, like adverse weather or the Terminal's maintenance.

5.2 Capacity and service description

Reserved capacity grants the user rights to use the terminals services during the reserved period. The terminal operator allocates the available terminal capacity annually and according to reservation procedures. Capacity can also be allocated in addition to the annual capacity reservation procedure, if there is free capacity.

Under normal conditions, the Terminal's boil-off gas management does not entail extra costs for the User but such costs are included in the Terminal Service Fees.

The Terminal Operator reserves the right to charge the Users for the management of boil-off gas exceeding normal conditions, including direct procurement costs equal to gas procured in the quantity of the boil-off gas, within the framework of the User's Capacity Allocation on pro-rata basis.

5.2.1 Storage capacity allocation principles and reservation procedure

Storage capacity is reserved at minimum an annual basis and for the validity of the price list. The storage capacity unit is MWh or m3 and the minimum capacity reservation is 500 m3.

The user shall notify the capacity reservation volume upon making the reservation. Should the capacity reservations exceed the terminal's available capacity, the available capacity shall be distributed equally according to the ratio of reserved capacity between reserves. The operator shall publish the capacity reservation's procedure, time-table, reserved and available capacity on the operator's website. The first round of capacity reservations is initiated once the Energy Authority has approved these terminal rules.

The leftover capacity from the first reservation procedure can be reserved until one year before the price list expires.

The following reservation period's free capacity and capacity allocation procedure shall be published on the operator's website on November 1, 2023.

Storage capacity reservation procedure:

Capacity application's processing method and timetable	
Opening day	Opening of the capacity allocation procedure and call for capacity applications
20 weekdays	Deadline
5 weekdays	Evaluation of the capacity applications and notifications sent to customers with deficient applications
10 weekdays	Amendments to deficient applications
5 weekdays	Deadline and publication of results
5 weekdays	Signing of the capacity contracts and delivery of the projected consumption for 2026
5 weekdays	Marketing of the remaining available capacity

5.3 User Capacity reservation principles and procedure

Reserved User Capacity grants the User right to use the Terminal Services during the relevant annual period in accordance with and subject to the terms and conditions of these Terminal Rules and Terminal Service Contracts to be entered into between the Terminal Operator and each User as regards the Terminal Services. These Terminal Rules and the Terminal Services Contract shall correspond to normal market practices and shall not include unreasonable terms.

The present User Capacity Allocation Period will start on 1 January 2026 and end on 31 December 2026. Any leftover Third-Party Capacity from the first reservation procedure can be reserved also after the reservation period has ended until the next User Capacity Allocation Period commences.

The annual, monthly and weekly User Capacity volumes for each individual User shall be determined and allocated by the Terminal Operator from the Third-Party Capacity according to the following principles:

User Capacity volumes are reserved at minimum on annual basis in accordance with the User Capacity Allocation procedure, time-windows and timeline determined by the Terminal Operator that are to be published at the Terminal Operator's website.

The User shall notify the desired capacity reservation volume upon making the User Capacity application. The Terminal Operator shall process the capacity reservation requests of the Users and notify each User of the allocated annual, monthly and weekly User Capacity for the relevant User Capacity Allocation Period.

Should the User Capacity reservations of the Users exceed the Terminal's Capacity, the available capacity shall be distributed to the Users pro rata according to the volumes of the Third-Party User Capacity reservation requests of the Third-Party Users.

Should the capacity reservation requests of the Users not exceed the Terminal's available Capacity, the Terminal Operator shall publicly notify at its website the amount of free capacity left for the relevant Capacity Allocation period, which may be reserved by a User also during the relevant Capacity Allocation Period.

Upon the Terminal Operator's notification to the User of the allocated User Capacity volume, each User shall have the obligation to deliver and take all of the allocated User Capacity volumes to the Terminal and pay, on a take-or-pay basis, the throughput fees for the relevant volumes as further set out in these Terminal Rules and Terminal Services Contract. Subject to this obligation, Users are allowed to sell any reserved throughput capacity to other Users.

User Capacity volume deliveries and related Terminal Services provided by the Terminal Operator at the Terminal are offered based on the Terminal User Schedule and allocated annual, monthly and weekly User Capacity. The Users are also allowed to make joint deliveries to the Terminal with other Users.

The Terminal Operator may adjust the User Capacities or schedule and use of the Terminal for the purpose of ensuring continuous, relevant and safe terminal operations as further set out in these Terminal Rules and Terminal Services Contract.

If it becomes evident that User Capacity has been reserved by any User for the purposes of preventing market activities or other similar reasons, the Terminal Operator has the right to terminate the Terminal Services Contract of such User for the part of the unused User Capacity and re-allocate the capacity to other Users.

5.4 User virtual account

The physical LNG volumes (in MWh) of LNG unloaded (imported) by a User to the Terminal shall be recorded to the User's virtual account kept by the Terminal Operator. Any offtake by a User (export) of LNG volumes (in MWh) shall be deducted from the User's virtual account.

Joint deliveries by several Users can be recorded to such Users' individual virtual account in accordance with notifications made by such Users to the Terminal Operator.

If the offtake by a User (export) exceeds the loaded volumes (import) by a User or if the loaded volumes (import) by a User exceed the offtake by a User (export) recorded in the User virtual account at the end of each Capacity Allocation Period, at the latest, such discrepancy shall be deemed to be a failure to meet the delivery and offtake obligations set in Terminal User Schedule and/or User Monthly Schedule for the reserved User Capacity and the liability of the User shall be determined in accordance with the Section 6.6.2.

5.5 Access principles and SWAP-arrangement

Deliveries and off-takes by all Users shall be specified through a Terminal User Schedule and User Monthly Schedule as further specified on the weekly, daily and hourly basis in accordance with these Terminal Rules.

All Users must strictly comply with the Terminal User Schedule and User Monthly Schedule set forth in these Terminal Rules and the Terminal Services Contract when delivering LNG to the Terminal (import) or taking LNG from the Terminal (export). Any failure by a User to meet the delivery and/or off-take obligations set forth in the applicable schedules will lead to User's liability in accordance with the Section 6.6.2.

The Terminal Operator shall use reasonable efforts to compile the Terminal User Schedule and User Monthly Schedule of each individual User so that the scheduling of the unloaded physical LNG volumes (import) and the off-taken physical LNG volumes (export) recorded in the virtual account of a User shall correspond with each other.

However, in order to ensure that all Users have fair and reasonable access to LNG within the limits of the

allocated User Capacity at all times even if there would not actual LNG delivered by a specific User at the physical storage tanks of the Terminal in accordance with the Terminal User Schedule and User Monthly Schedule, all Users are required to commit to enter bilateral agreements concerning swap-arrangements for physical LNG to other Users.

The Terminal Operator shall ensure that the physical volume swap-mechanism is in place by requiring all Users to commit and sign the swap-agreement as set out in Annex 3.

The swap-agreement includes a legally binding and enforceable commitment of a User to acquire or sell the physical LNG volumes from or to another User to cover the discrepancies between the unloaded (imported) LNG volumes and the off-taken (exported) LNG volumes of a User in accordance with the throughput services allocated to a User by the Terminal Operator.

The Terminal Operator shall inform the Users that are required to swap the physical volumes in connection with the Terminal User Schedule. The Terminal Operator shall physically settle the physical volume swaps between the Users by recording the swapped volumes to the respective Users' virtual accounts in the Terminal. The Terminal Operator shall have the right to take any measures necessary to enforce the swap-arrangement between the Users.

The financial settlement of the swap-volumes acquired or sold by a User will be handled between the swap-seller and swap-purchaser in accordance with bilateral commercial terms. The Terminal Operator shall not be liable for any financial or commercial settlement between the swap-parties.

5.6 Terminal use schedules and projected consumption

Terminal Services produced by the Terminal Operator are offered based on the Terminal's User Schedules within the limits of the allocated User Capacity.

The plan for the Terminal User Schedule for the 2026 User Capacity Allocation Period shall be delivered during the signing of the Terminal Service Contract, which the Terminal Operator can either approve or counter without undue delay.

The User's plan for the Terminal User Schedule shall contain, for information purposes only and to the extent known, the following information to the Terminal Operator:

1. desired User Capacity;
2. vessel off-loading (import) and truck loading (export) projections per month and week;
3. LNG vessels (loading/unloading) estimated arrival dates and loading/unloading volumes;
4. LNG vessel information, including IMO data;
5. the estimated maintenance periods for the applicable LNG vessel; and
6. any other available information which is relevant to the development of the Terminal User Schedule (such as joint delivery plan of several Users);

If no other information is provided in the User's plan for the Terminal User Schedule, an evenly spread off-take is assumed.

The Terminal Operator may adjust the User's plan for Terminal User Schedule for the purpose of ensuring continuous, relevant and safe terminal operations. Should the parties not agree on the Terminal User Schedule, the Terminal Operator's proposal for Terminal User Schedule prevails.

The number of cargoes required to deliver the reserved User Capacity shall be determined in the Terminal User Schedule and may be rounded up or rounded down at the User's discretion to the nearest full cargo as confirmed by the Terminal Operator.

If either Party considers that it is necessary to make a change to the Terminal User Schedule, then that Party shall immediately give notice to the other Party of its requested changes. As soon as possible after such a notice, the Parties shall discuss whether the Terminal User Schedule can be revised to accommodate such changes, and the Parties agree that they shall not unreasonably withhold or delay their consent.

5.6.1 Monthly schedule

The terminal User shall notify the terminal operator by no later than the 20th day of the previous month of the next month's projected unloading, bunkering and truck loading schedules with daily accuracy.

5.6.2 Weekly schedule

The User shall notify the Terminal Operator by no later than the twentieth (20th) day of the previous month of the next months' projected LNG vessel unloading (import) and truck- and vessel loading (export) schedules with daily accuracy and consistent with the Terminal User Schedule ("User Monthly Schedule").

The User Monthly Schedule shall cover deliveries of LNG to be made by the User to the Terminal during the period of three (3) months commencing with the month which immediately follows the month in which the User Monthly Schedule is issued. If any revision to the User Monthly Schedule is agreed between the Parties, the User shall as soon as practicable provide to the Terminal Operator an update of the current User Monthly Schedule.

In the relevant Terminal User Schedule or User Monthly Schedule a period of one hundred and sixty-eight (168) hours shall be specified within which the LNG vessel is scheduled to arrive at the Port (the "Scheduled Arrival Window") and issue the notifications as set out in section 4.1.2.

User shall immediately inform Terminal Operator of any circumstances as a result of which the delivery of a cargo of LNG might be made on a date other than the Scheduled Arrival Window as shown in the User Monthly Schedule and, when so required, of the amended Scheduled Arrival Window. In such circumstances, the User shall use reasonable endeavours to minimise any adverse effects arising from such circumstances.

User may at its own costs and expenses, at any time, by providing notice to the Terminal Operator, change the LNG vessel or truck specified in the Terminal User Schedule or User Monthly Schedule and supply LNG to the Terminal with an alternative LNG vessel or export the LNG from the terminal with an alternative truck.

The User shall update the upcoming and ongoing weekly schedule for truck loading (export) following the User Monthly Schedule and Terminal User Schedule within seven (7) days by declaring the daily truck loading schedules no later than by 3PM on Thursday, the previous week.

The Terminal Operator shall submit the next week's truck loading programme to the User no later than by 12PM on Friday, the previous week. The User can request changes to the ongoing week's loading programme until 12PM on the previous day. The Terminal Operator shall approve the next day's loading programme or provide an alternative. The Terminal Operator may change the loading programme for technical or operative reasons. The Terminal Operator shall notify the User of loading programme changes without undue delay.

5.6.3 Vessels unloading and bunkering schedule

The terminal's user shall update the upcoming and ongoing weekly schedule for vessel unloading and bunkering within 7 days by declaring schedules but no later than by 3PM on Thursday, the previous week.

The terminal user shall deliver a nomination notice 96 hours before unloading or bunkering a vessel. The nomination notice shall include the estimated bunkering or unloading time, estimated time of arrival at the loading/unloading pier and an estimate on the unloaded/loaded volume.

The terminal operator shall approve or reject the terminal user's nomination notice within 24 hours of receipt. If the terminal operator approves the terminal user's nomination notice, the notice is binding regarding the unloaded/loaded volume and declared ETA (+/- 12 hours). The terminal operator shall inform a terminal user of the rejection of a nomination notice without delay, so the parties can find an alternative time for unloading or bunkering.

Information specified in section 4.2.1 (ETA and NOR) shall be verified accordingly. Once the vessel arrives at the designated bunkering pier, the terminal user's vessel shall declare a NOR to operations@gasum.com.

The terminal operator may change the unloading and bunkering programme up to 12 hours before the agreed delivery if there is justified cause. Changes must be approved by both parties.

5.7 Minimal quality requirements for LNG, quality and volume assessment

Before arrival at the Terminal, the vessel shall submit an unloading notification as specified in section 4.2. This notification shall include essential information on the cargo status at the port of origin as well as the LNG cargo's presumed characteristics (including LNG quality) upon arrival at the Terminal.

The quality of LNG transferred to the Terminal shall meet at least the minimal quality requirements specified by the Terminal Operator. Permitted quality variations are specified in the minimum quality requirement's specification (Annex 1).

The unloaded LNG shall not contain any liquid or solid contaminates. Further, the LNG may not contain other elements and impurities (including but not limited to methanol, condensates, gas odorants) to the extent that such LNG cannot be transported, stored and marketed without incurring additional cost for quality adjustments. Should the Terminal Operator incur any additional costs for the LNG not meeting the quality requirements, the Terminal Operator is entitled to charge such costs for the non-complying User.

The Terminal Operator may change the quality requirements upon written notice. Changes are enforced within thirty (30) days after the relevant notice is published.

The volume and quality of LNG transferred to the Terminal is measured and sampled according to general applicable standards and regulations. The volume and quality of LNG transferred to the terminal is verified with the Terminal's measuring equipment.

If the quality of LNG transferred to the Terminal does not meet the applicable specifications, the Terminal may at any stage refuse to accept the LNG by notifying the User and/or master of the vessel without delay. If possible, the Terminal Operator shall give notice of LNG deviations after receiving the unloading notification, if it is clear that the LNG quality shall deviate from the specified minimal quality requirements upon arrival at the Terminal.

6 GENERAL TERMS AND CONDITIONS

These General Terms and Conditions for using the Terminal Services are applied when the User buys and the Terminal Operator sells Terminal Services. A separate Terminal Services Contract will be concluded between the User and the Terminal Operator, once the Terminal Operator has approved the User in accordance with these Terminal Rules.

The Terminal Services Contract is concluded for the duration of the throughput capacity reservation period, unless otherwise specified.

6.1 Required collateral for User obligations

The User shall provide sufficient collateral as approved by the Terminal Operator for guaranteeing the obligations risen from the Terminal Services Contract. The size of the required collateral depends on the financial value of the Terminal Services Contract and User Capacity and the User's credit rating.

6.2 Insurances

Users, LNG vessels and truck drivers shall have sufficient and regular insurance to cover the liability of own activities. The User is responsible for having an own insurance on the stored LNG in the Terminal.

6.3 Limitations to the obligation to provide Terminal Services

The Terminal Operator has the right to refuse access or cease the provision of Terminal Services in the following situations:

- Where the User does not comply with the Terminal Services Contract, valid Terminal Rules applicable to the Terminal, including the Terminal User Schedule or User Monthly Schedule, or requirements set for the Port of the Terminal in the applicable port rules or authority instructions or regulations.
- Where the User does not provide the Terminal Operator with sufficient collateral to guarantee the obligations risen from the Terminal Services Contract, does not have sufficient and regular insurance to cover the liability of its own activities and/or has entered into bankruptcy procedures, liquidation or been declared insolvent.
- Where the LNG of the User for which Terminal Services are to be provided, the LNG vessel or marine or road LNG transportation equipment used to receive Terminal Services, does not meet the operational, technical or other quality requirements set by the Terminal Operator in the valid Terminal Rules applicable to the Terminal.
- Where due to the technical limitations or characteristics of the Terminal it is not possible to receive the LNG from the User (e.g. due to the size of the LNG vessel).
- Where providing the Terminal Services would or could lead to personal damages, damages to the Terminal or other property or would be in violation of legislation, regulations or official decisions for reasons beyond the control of the Terminal Operator.

- Where the provision of Terminal Services is or becomes impossible or unreasonably burdensome for reasons beyond the control of the Terminal Operator.
- Where the provision of Terminal Services is not possible or is restricted due to planned or unplanned outages for maintenance or similar reasons.

The Terminal Operator is not liable for any costs or damages created due to Terminal Services limitations for the above-mentioned reasons.

6.4 Termination of Terminal Services Contract

The Terminal Operator may terminate the Terminal Services Contract without notice, if

- The provision of Terminal Services to the user becomes impossible or unreasonably burdensome for reasons beyond the control of the Terminal Operator and the matter has not been resolved within three (3) months; or
- The User neglects the Terminal Operators written reminders regarding significant late payments to the Terminal Operator or the User has started bankruptcy procedures or liquidation, or an official has determined the User to be insolvent. However, the Terminal Services Contract is not cancelled if the User, bankruptcy administrator or liquidator provides sufficient collateral to the Terminal Operator;
- The User otherwise causes a situation fundamentally in violation of the Terminal Services Contract and the situation has not been remedied within the reasonable deadline set by the Terminal Operator; or
- If it becomes evident that User Capacity has been reserved by any User for the purposes of preventing market activities or other similar reasons.

The User may terminate the Terminal Services Contract without notice, if

- The Terminal Operator is not able to provide Terminal Services as specified in the Terminal Services Contract and the situation continues for over three (3) months; or
- The Terminal Operator otherwise causes a situation fundamentally in violation of the Terminal Services Contract and the situation has not been remedied within the reasonable deadline set by the User.

6.5 Force Majeure

Force Majeure postpones fulfilment of contractual obligations for the period during which the Force Majeure has existed for each obligation or for the period required to eliminate the Force Majeure consequences.

Force Majeure means circumstances beyond the control of the parties that could not have been reasonably foreseen when the Terminal Services Contract was concluded and that during their existence or after existing prevent or significantly hinder the fulfilment of obligations based on the terminal services contract and the damage thereby caused cannot be reasonably prevented or removed. Force

Majeure includes e.g.: fire, explosion, flooding, earthquake, official permits and decrees, war or mobilisation, unexpected large military drafts, confiscation, import restriction, currency restrictions, restrictions on used power, general raw material or ingredient shortage, strike, labour dispute or other circumstance beyond the control of the parties.

For the sake of clarity, any restrictions imposed to the Terminal operations that affect the provision of Terminal Services due to the COVID-19 pandemic, shall be deemed to form a Force Majeure event of the Terminal Operator.

In the case of the Terminal Operator, Force Majeure also includes Force Majeure affecting the Terminal Operator's subcontractors or service providers.

If a party wishes to plead Force Majeure, the party shall notify the other party in writing and without delay.

6.6 Liability

6.6.1 Liability of the Terminal Operator

The Terminal Operator shall compensate the User for damage caused by the provision of Terminal Services and related contracts, if this damage is caused by the Terminal Operator's intent or negligence. The Terminal Operator's liability shall be limited to direct damages. The limitation of liability, shall not, however, apply in the events of intent or gross negligence.

6.6.2 Liability of the User

The User shall be liable for and compensate the Terminal Operator for any damage caused by the use of Terminal Services and related contracts, if this damage is caused by the User's (or its LNG vessel and/or LNG truck subcontractors) intent or negligence.

Notwithstanding the foregoing, should the User fail to meet the unloading obligations (import) set in Terminal User Schedule and/or User Monthly Schedule for the reserved User Capacity and no swap-arrangement is validly put in place, the User shall either:

1) compensate the Terminal Operator for any harm and costs occurred to the Terminal Operator for the procurement of replacing minimum third-party cargo volumes from another User or market to secure the terminal operations. The User is obligated to procure such replacing minimum third party cargo volumes from the Terminal Operator at the procurement cost added with a failure penalty fee of 10 % of the replacing cargo value for non-compliance with the User's delivery obligation in accordance with the agreed schedule. The Terminal Operator shall use reasonable efforts to procure the minimum third-party cargo volumes; or

2) if the procurement such replacing minimum third-party cargo volumes are not reasonably possible for the Terminal Operator, compensate the Terminal Operator any direct damages, costs or losses that the Terminal Operator may suffer from the User's failure to deliver. The Terminal Operator's direct damages, costs or losses include possible claims towards the Terminal Operator from other Users or third parties.

Notwithstanding the foregoing, should the User fail to meet the offtake obligations (export) for the

reserved User Capacity in accordance with the Terminal User Schedule and User Monthly Schedule, the User shall either:

3) compensate the Terminal Operator for any harm and costs occurred to the Terminal Operator for the sales of minimum third-party offtake volumes to another User or market to secure the Terminal operations. The Terminal Operator shall account for the amount received by the Terminal Operator for the sales of such minimum third-party off-take volumes to the User, deducted with a failure penalty fee of 10 % of the sold off-take volume value for non-compliance with the User's offtake obligation in accordance with the agreed schedule. The Terminal Operator shall use reasonable efforts to sell the minimum third-party offtake volumes; or

4) if the sale of minimum third-party offtake volumes is not reasonably possible for the Terminal Operator, compensate the Terminal Operator any direct damages, costs or losses that the Terminal Operator may suffer from the User's failure to offtake. The Terminal Operator's direct damages, costs or losses include possible claims towards the Terminal Operator from other Users or third parties.

The limitation of liability, shall not, however, apply in the events of intent or gross negligence.

6.6.3 Limiting damage and responsibility towards third parties

The potentially damaged party shall immediately take all required measures to prevent or limit damage. In case such measures are neglected, and this leads to extended damage, the party is liable for such damage.

In the case of compensations to damaged third parties, the parties are liable for damage caused by their own actions, neglect and equipment.

6.7 Exchange of information

The exchange of information between the Terminal Operator and Third Parties shall be limited to information which is strictly necessary for providing the Terminal Services.

The parties are committed to co-operating in the exchange of information (including the notifications specified in these terminal rules, but not limited to these) in order to ensure the provision of orderly and safe terminal services.

6.8 Confidentiality and Documents

These Terminal Rules and the service price list are public documents and available to all Third Parties.

The parties commit to the confidentiality of written and verbal information received from each other, if such information contains the other party's business secrets (confidential information). The parties commit to not transferring or revealing confidential information to third parties without the other party's previous written agreement. Confidential information does not include information that has become (by use or transfer) public knowledge due to a contract violation or which has been legally (by means not in violation of this section) obtained by the other party.

Notwithstanding the above, neither party is required to obtain a previous written agreement for disclosing confidential information to:

1. Its own or its affiliates' employees or management, third party contractors or operators who require this information for their obligations related to the Terminal Services Contract, or to professional advisors;

2. A court or public official or other relevant third party requesting the information to the extent required by regulation or official requirements, or for the purposes of court proceedings or arbitration

Notwithstanding the foregoing, the Terminal Operator shall take reasonable steps to ensure that access to such Third Party information shall be limited within the Terminal Operator's legal entity on a need-to-know basis to those employees of the Terminal Operator who require it to carry out the duties and tasks related to the terminal access services specified herein and that such information shall not be disclosed to other employees of the Terminal Operator.

The disclosing party shall take all reasonable measures to ensure that the receiving third party maintains confidentiality of such information.

The confidentiality obligations specified here are valid throughout the validity of the Terminal Services Contract and will remain valid for three (3) years after the Terminal Services Contract expires.

The Terminal Operator shall retain the ownership rights, property rights and other immaterial rights to any documents submitted to the User based on the Terminal Services Contract. The User may only use such documents to the extent required for own use and for fulfilling the Terminal Services Contract.

The Terminal Operator may use, and process documents provided by the User based on the Terminal Services Contract to the extent required for the Terminal Operator's own use and for fulfilling the Terminal Services Contract.

The Terminal Operator has the right and obligation to process personal data provided to it based on the Terminal Services Contract according to the GDPR regulation as implemented in national legislation, and other regulations applicable to the processing of personal data.

6.9 Applicable Law and Dispute Resolution

These Terminal Rules are governed by the laws of Finland, except for the conflict-of-law rules.

All possible disputes between the parties regarding the Terminal Rules, Terminal operations and Terminal Services and related separate agreements shall be resolved in negotiations. If an agreement is not reached in negotiations, disputes related to the terminal services contract shall be resolved in final arbitration according to the rules established by the Arbitration Institute of the Finland Chamber of Commerce. Arbitration takes place in Helsinki, Finland and is conducted in the English language.

Capacity Application at the Pori LNG Terminal

The Terminal Rules are published on the Terminal Operator's website at: Pori LNG terminal rules | Gasum

Capacity reservation procedure and timetable for the present Capacity Allocation Period:

Capacity application's processing method and timetable	
Opening day	Opening of the capacity allocation procedure and call for capacity applications
20 weekdays	Deadline
5 weekdays	Evaluation of the capacity applications and notifications sent to customers with deficient applications
10 weekdays	Amendments to deficient applications
5 weekdays	Deadline and publication of results
5 weekdays	Signing of the capacity contracts and delivery of the projected consumption for 2024
5 weekdays	Marketing of the remaining available capacity

Reserved capacity grants the User rights to use the Terminal Services during the Capacity Allocation Period. With this application, the applicant gives binding notice to the Terminal Operator of the desire to reserve throughput capacity and other services at the Pori LNG terminal. Section 5.3 of the Terminal Rules (User Capacity reservation principles and procedure) will be applied to this application.

Applicant basic information	
Company name	Business ID
Address	Post code, City, Country
Contact person	Position
Phone number	E-mail

Reserved capacity and services			
SERVICES	**YES** (mark the checkbox)	**NO** (mark the checkbox)	**QUANTITY**
Throughput capacity reservation. The User shall reserve throughput capacity in the Terminal.			**MWh/ m3**
Unloading services. The User shall purchase LNG vessel unloading services for transferring LNG to storage.			**Pcs./Year**
Loading and bunkering service. The User shall purchase LNG vessel loading/ bunkering services for transferring LNG to vessels.			**Pcs./Year**
Truck loading services. The User shall purchase LNG truck loading services to load LNG to LNG transport equipment.			**Pcs./Year**

The applicant confirms the following:

1. The applicant meets the requirements specified for the Users in the Terminal Rules.
2. The applicant has the required LNG procurement channels and a suitable LNG tanker vessel for deliveries. Basic requirements for the LNG vessel have been presented in the Terminal Rules and the terms and conditions specified by the Port.
3. The applicant conforms with generally enforced legislation, other regulations and instructions.
4. The applicant approves and confirms the capacity allocated to him based on this application and commits to a Terminal Services Agreement and SWAP Agreement and to operate according to the Terminal Rules.

The following documents shall be attached to this application:

1) Completed Gasum Counterparty Outreach Form with the documentation referred thereto.
2) A plan for the Terminal User Schedule.

Place _____

Date _____

Applicant _____

Authorized signature _____

Name _____

Position _____

The application shall be returned with signatures to the following address:

Terminal Operator

Gasum LNG Oy

Postal Address: c/o Gasum AS

Kontinentalvegen 31, 4056 Tananger, Norway

Attention: Asbjørn Folvik

asbjorn.folvik@gasum.com

Tel: +47 47509062

GASUM LTD
COUNTERPARTY OUTREACH

For the purposes of counterparty registration and credit risk assessment, we kindly ask you to provide the following information.

COMPANY DETAILS

Full Legal Name of the Company:
Business ID:
VAT Number/Tax ID:
Registered Address:
Visiting Address (if different from Registered Address):
Contact Person (name, email and phone number):
Country of Incorporation:

Please send the following documents as attachments to this form:

- Trade Register Extract dated less than 3 months ago
- Most recent Audited Financial Statement or link to direct source if public
    - Direct source if available:
- Confirmation of authority to sign if the signatory does not have an official authority registered in the Trade Register

Please specify the Company's core business activities:

Does the Company operate in any sanctioned jurisdictions/Countries? ☐ Yes* ☐ No

* If Yes, please provide details:

Does the Company comply with the following international sanctions? ☐ UN ☐ EU ☐ HMT ☐ OFAC

Is the Company a partially or fully owned State-Owned Enterprise ("SOE") and/or Municipally-Owned Enterprise?
☐ Yes* ☐ No

* Please provide further details such as commercial activity and government/municipal ownership percentage:

Does your Company have formally documented policies on financial risk management? ☐ Yes ☐ No

COMPANY OWNERSHIP AND GROUP STRUCTURE:

Please outline the ownership and group structure of the Company up to and including the Ultimate Parent Company/Beneficial Owner. Alternatively, provide an ownership and group structure diagram as an attachment or link to public source where such structure is disclosed:

Gasum Privacy Statement: https://www.gasum.com/globalassets/pdf-files/20181219_gasum_group_privacy_statement.pdf

LNG and LBG Quality Specification for Gasum Terminals

Gasum has following values of deliveries of LNG/LBG
Reference standards based on ISO 6976 for calorific values combustion 25° metering 0°

Property		LNG Specifications	Unit
Gross calorific value	Min.	38,99	MJ/m3(n)
	Max.	47,0	MJ/m3(n)
Net calorific value	Min.	35,18	MJ/m3(n)
	Max.	42,9	MJ/m3(n)
Wobbe Index (GCV)	Min.	49,9	MJ/m3(n)
	Max.	58,3	MJ/m3(n)
LNG density at atmospheric equilibrium pressure, i.e. 1013.25 mbar absolute	Min.	420	kg/m3
	Max.	480	kg/m3
Methane	Min.	80	mol-%
Ethane	Max.	9	mol-%
Propane	Max.	3	mol-%
n-butane + i-butane	Max.	1	mol-%
n-pentane + i-pentane	Max.	0,2	mol-%
Hexane	Max.	0,1	mol-%
Nitrogen *	Max.	1,2	mol-%
Carbon dioxide	Max.	0,01	mol-%
Methane number	**Typical**	73-93	DGC Method
Methane number	Min	70	DGC Method
Total Sulphur	Max.	30	mg/m3(n)

* Nitrogen for LBG Max. 2,0 mol-%

Annex 2

TERMINAL SERVICES PRICE LIST

Pricing principles

The Terminal Operator shall ensure that separate accounts are kept for the activities related to the operation of the Terminal. Cost items shall be allocated in a transparent and accurate manner.

The Finnish Energy Authorities (Energiavirasto) shall monitor the compliance with the pricing principles and has the right to block the initial price list as well as any price changes decided by the Terminal Operator if these do not reflect the principles described herein.

Terminal Services are invoiced based on the valid Terminal Service price list that is updated on an bi-annual basis. The Terminal Operator shall price the Terminal Services so that the prices reflect related Terminal- and service-specific costs (investment/capital costs, fixed costs, variable costs and other relevant costs) added with a fair, reasonable and non-discriminatory margin (cost of capital).

The Terminal Service price list will generate a throughput fee and service fees as further specified below.

Storage fee

The Storage fee cover the operational and capital costs required to provide the Terminal Services and provide a reasonable return on the capital needed for the terminal operations. The operational and capital costs will be specified separately. The Storage fee include operational costs related to terminal services such as, but not limited to, labour, energy costs, input costs, external costs, regulatory costs, boil-off, rental costs and applicable taxes.

The Storage fee include capital costs such as, but not limited to, meters, surveillance systems, cooling systems, storage facilities, vessel unloading facilities, and truck loading facilities.

The Storage fee is divided into a capacity charge and operational charge. The Storage fee is expressed in €/MWh. It reflects relevant costs added with a fair, reasonable and non-discriminatory margin. The capacity charge part of the Storage fee includes a reasonable and non-discriminatory volume pricing element according to which the Storage fee will vary depending on the volumes of capacity commitments made by each User.

Service fees

Service fees include specific costs that Third Parties incur when unloading/loading vessels and loading trucks. The service fees include direct operational costs related to the unloading and loading services such as, but not limited to, labour costs, insurances, harbour costs, rental costs and applicable taxes. The service fees also include capital costs relating to the unloading and loading facilities. The service fees are priced at cost, including a reasonable return on the capital investment needed for the services.

The costs incurred for these services largely depend on the number of times each service is

requested. The price for these services is a fixed €/ per loading/ unloading and a fixed €/ per truck loading. There will also be a specific one-off service fee relating to safety training for each truck driver that will enter the Terminal. This service fee will be waived for truck drivers previously approved by the Terminal Operator.

Validity of the Price List

This terminal services price list is valid from January 1, 2026 to December 31, 2027. The applicable fee model or the price list may be updated by the Terminal Operator annually. The fees are applicable from the beginning of each capacity reservation period until the end of each capacity reservation period.

Terminal Services are invoiced based on the valid Terminal Services price list. The Terminal Operator will publish a new service price list and its validity information no later than four (4) months before the price list in force expires.

Prices for all Terminal Services may be adjusted also during the validity of the Terminal Service price list both downwards (e.g. due to increase in use of Terminal Services and the subsequent decrease in unit costs, amortization of investment costs or in other fixed or variable costs) or upwards (e.g. due to taxes, public duties or other obligations imposed by authorities that could not have been reasonably foreseen by the Terminal Operator when drafting the prevailing Terminal Service price list).

Any taxes, public duties and obligations and other relevant costs imposed by the Finnish authorities, European Union or third countries via legislation and/or official decisions or other procedures directed at the Terminal Operator's Terminal Services and impacting the Terminal Operator's expenses are immediately accounted for as an amendment to the Terminal Services price list once the specified decisions, taxes, duties and obligations are enforced.

LNG storage and pricing

The user shall reserve annual storage capacity for its own use and to the contractually required volume. Additionally, the user shall select the method of withdrawing the user's LNG from the storage either by truck loads and/or vessel loading/ bunkering during the contract year. The user may freely market reserved capacity on the aftermarket. Users who procure capacity from the aftermarket are subject to the same rules and principles as direct traders and users.

The terminal operator provides services to the user based on this pricing system's terms and the Terminal Rules. Other services related to the terminal and their prices are agreed separately with the terminal operator.

The terminal's expenditure comprises investments and includes reasonable profit and operating cost. The state aid granted to the terminal has been deducted from investment costs.

Pricing accounts for service-related investment costs and operating costs based on the cause principle. Investment costs and operating costs are mostly fixed costs that are reflected in service prices. From the user's perspective, increased utilisation and greater throughput would mean reduced unit costs.

Storage services

Storage prices are determined based on the investments made in the storage facility, operating activities and the related costs, as follows:

The price of LNG storage services is composed of the following fees:

- Capacity fee [KM], investment costs
- Fixed operation fee [KOM], terminal operating costs including boil-off gas management.
- Variable operation fee [MOM], terminal's variable operating costs

Capacity fee KM

Storage period	EUR/m3/year
< 2 years	165

Fixed operation fee KOM

Unit price	EUR/m3/year
< 2 years	41

Variable operation fee MOM

LNG withdrawn from storage	EUR/ton
	10

LNG terminal service fees

Truck loading

The fee for filling an LNG trailer is EUR 750 per event in case of approved transport equipment. The fee for approving user's transport equipment is EUR 1,000 per transport unit. The fee for the training and approval of a new driver is EUR 1,000 per driver.

Vessel

The fee for filling a fuel tank of an LNG powered vessel is EUR 3,000 per event. An additional hourly rate is applied: EUR 300 per hour during working times and EUR 600 per hour outside of working times. The fee is calculated for the time the vessel is at the pier, tanking LNG. The fee for approving a user's new vessel is EUR 2,000.

Container vessel

The fee for loading or unloading an LNG container vessel is EUR 12,000 per event. An additional hourly rate is applied: EUR 300 per hour at weekdays between 8AM to 4PM and EUR 600 per hour outside of working times. The fee is calculated for the time the vessel is at the pier, loading or unloading LNG. The fee for approving a user's new vessel is EUR 2,000.

ANNEX 3

SWAP-AGREEMENT FORM

SWAP-AGREEMENT REGARDING LIQUEFIED NATURAL GAS

between

TERMINAL OPERATOR

AND

USERS

[date] [month] 2025

CONTENTS

PARTIES 3
BACKGROUND 3
1 DEFINITIONS 4
2 GENERAL 4
3 REPORTING 5
4 EXECUTION OF THE SWAP TRANSACTIONS 5
5 TERM AND TERMINATION 6
6 MISCELLANEOUS 6
6.1 General Terms and Conditions 6
6.2 Notices 7
6.3 Amendments 7
6.4 Assignment 7
6.5 Schedules Incorporated 8
6.6 Headings 8
6.7 No Waiver 8
6.8 Severability 8
7 GOVERNING LAW 8
8 SETTLEMENT OF DISPUTES 8

THIS SWAP-AGREEMENT REGARDING LIQUEFIED NATURAL GAS (the **Agreement**) is made on this [date] [month] 2025 between the following original parties.

PARTIES

(1) **Gasum LNG Oy** (business identity code 2590845-3) a limited liability company incorporated and existing under the laws of Finland (the **Terminal Operator**);

(2) [ ] (business identity code [ ]) a [ ] company incorporated and existing under the laws of [ ]; and

(3) [ ] (business identity code [ ]) a [ ] company incorporated and existing under the laws of [ ]; and

(4) [ ] (business identity code [ ]) a [ ] company incorporated and existing under the laws of [ ].

- (4) above jointly the **Users** and each a **User**, and the Terminal Operator and the Users jointly the **Parties** and each a **Party**.

BACKGROUND

(A) The Terminal Operator owns and operates a small-scale liquefied natural gas import terminal situated on Tahkoluoto port, Gate TA7, 28900 Pori, Finland (the **Terminal**).

(B) The Parties have agreed on and become bound by the Terminal Rules and the Terminal Services Contracts according to which the Terminal Operator provides the Terminal Services to the Users and the Users shall have right to deliver (import) LNG into the Storage Tanks and take LNG therefrom (export) within the volume limits of their User Capacity during the relevant Capacity Allocation Period (all as defined in the Terminal Rules and the Terminal Services Contracts).

(C) This Agreement is the swap-agreement referred to in Section 5.5 of the Terminal Rules and enclosed to the Terminal Rules as Annex 3. The Parties are willing to enter into this Agreement in order to ensure that the physical volume swap mechanism referred to in section 5.5 of the Terminal Rules is and remains in place.

(D) This Agreement is intended to remain in force throughout all Capacity Allocation Periods. Therefore, each individual User may terminate this Agreement for their own part upon the expiry of such User's obligations under the Terminal Rules and the Terminal Services Contract, and new Users may in writing adhere to and become bound by the terms of this Agreement (as amended from time to time) whereby such new User becomes a Party to this Agreement in the same capacity as the current Users, all as set out below in this Agreement.

IT IS AGREED as follows:

1 DEFINITIONS

As used in this Agreement, unless expressly otherwise stated or evident in the context, the following capitalised terms shall have the following meanings, the singular (where appropriate) shall include the plural and vice versa and references to Schedules and Sections shall mean Schedules and Sections of this Agreement. The other capitalised terms used in this Agreement not defined herein shall have the meanings given to them in the Terminal Rules, as applicable.

Accession Letter	means a document substantially in the form set out in **Schedule 1**.
Liquefied natural gas or LNG	means such natural gas that is in liquid form vaporised back into gas when used and which meets the technical characteristics and quality requirements set forth the Terminal Rules and/or the Terminal Services Contract.
Purchaser	means the User specified in a Swap Request who is obliged to purchase LNG from the Seller in a Swap Transaction.
Seller	means the User specified in a Swap Request who is obliged to sell LNG from the Storage Tanks to the Purchaser in a Swap Transaction.
Storage Tank	mean the physical storage tank located at the Terminal.
Swap Request	means the notice given by the Terminal Operator in accordance with this Agreement and including at least the following information: the Seller, the Purchaser and the LNG amount subject to the Swap Transaction.
Swap Transaction	means a transaction entered into between two or more Parties as set out in Section 4 below.
Terminal	is defined in the preamble of this Agreement.
Terminal Operator	is defined in the preamble of this Agreement.
Terminal Rules	means the terminal rules document the Parties have separately agreed including its annexes to be maintained and amended by the Terminal Operator and confirmed by the Monitoring Trustee and which terminal rules document shall apply to this Agreement.
User	is defined in the preamble of this Agreement and means any Third Party or any Gasum Entity that has entered into a contract for the use of Terminal Services and become party to this Agreement by executing an Accession Letter.

2 GENERAL

2.1 The Parties confirm that the scheduled imports and exports of LNG into and from the Storage Tank by each User shall be as specified in the Terminal User Schedules and the User Monthly Schedules in accordance with the Terminal Rules during the relevant Capacity Allocation Period.

2.2 Each Party hereby commits to acquire and sell the physical LNG volumes from or to another Party to cover the discrepancies between the unloaded (imported) LNG volumes and the off-taken (exported) LNG volumes of a Party in accordance with the throughput services allocated to a User by the Terminal Operator as set out in the Terminal Rules and/or the Terminal Services Contract.

2.3 In order to ensure independent and fair treatment of all Users, the Terminal Operator may subcontract or outsource its obligations under Sections 2.2, 3.2 and/or 4 to external professional service providers. The Terminal Operator shall, however, remain liable for the actions and omissions of such service providers as for its own towards the other Parties under this Agreement.

3 REPORTING

3.1 In order to secure that the Swap Transactions hereunder will be determined and executed correctly, each User shall strictly comply with the reporting and information provision requirements set out in the Terminal Rules and the Terminal Services Contract.

3.2 The Terminal Operator shall provide reports to each User on the imports of LNG into the Storage Tanks and exports of LNG from the Storage Tanks as set out in the Terminal Rules and the Terminal Services Contract and in the form and content agreed between the Parties from time to time.

4 EXECUTION OF THE SWAP TRANSACTIONS

4.1 The Terminal Operator shall inform the Users that are required to swap the physical volumes in connection with the Terminal User Schedule. The Terminal Operator shall physically settle the physical volume swaps between the Users by recording the swapped volumes to the respective Users' virtual accounts in the Terminal.

4.2 The individual sales and purchases of LNG hereunder shall be executed as follows:

(a) The Terminal Operator serves the relevant Users with a Swap Request;

(b) Upon the receipt of the Swap Request, the relevant Seller and Purchaser shall have an obligation to enter into the Swap Transaction specified in the Swap Request;

(c) The relevant Seller and Purchaser shall respond to the Swap Request and confirm to the Terminal Operator that they have entered into the Swap Transaction specified in the Swap Request as soon as possible and no later than 7 weekdays as from the service of the Swap Request in accordance with item (a) above; and

(d) If the relevant Seller and Purchaser have not provided the confirmations in accordance with item (c) above, they shall be deemed to have entered into the Swap Transaction specified in the Swap Request.

4.3 In the Swap Transaction entered into in accordance with Section 4.2, the Seller agrees to deliver and sell LNG and the Purchaser agrees to collect and purchase LNG, in each case, in accordance with and subject to the terms and conditions of this Agreement (including the Terminal Rules and the Terminal Services Contract) and the applicable Swap Request. The transfer of title to the LNG specified in the Swap Request shall occur when the LNG is imported to the Terminal by the Seller, unless otherwise agreed between the Seller and the Purchaser and notified to the Terminal Operator.

4.4 The purchase price payable by the Purchaser to the Seller in the Swap Transaction as well as the payment terms and other terms and conditions, as applicable, for LNG purchased under a Swap Transaction shall be agreed separately between the respective Users for each individual Swap Transaction bilaterally. However, such terms and conditions may not be in conflict with this Agreement, the Terminal Rules, or the Terminal Services Contract.

4.5 The Terminal Operator shall have the right to take any measures necessary to enforce the Swap Transaction between the Users. For the avoidance of doubt, the Terminal Operator shall not be liable for any loss or damage whatsoever arising directly or indirectly from a Swap Request or a Swap Transaction (e.g. for any financial or commercial settlement between the Seller and the Purchaser).

4.6 If any specific provision of a Swap Request conflicts with the terms contained in this Agreement, then the specific provision of that Swap Request shall prevail.

5 TERM AND TERMINATION

5.1 This Agreement shall become effective when signed by all original Parties and shall continue to be in force until otherwise agreed by the Parties, or until it is automatically terminated upon the expiry of all Terminal Services Contracts and the Terminal Rules' applicability.

5.2 This Agreement cannot be terminated unless the Terminal Services Contract is terminated, and the Terminal Rules cease to apply to the terminating Party (as set out in the Terminal Services Contract and the Terminal Rules). Each Party shall be entitled to terminate this Agreement on its own part with a written notice to the end of a Capacity Allocation Period, this Agreement remaining in force among the remaining Parties.

5.3 New Users may adhere to this Agreement by executing an Accession Letter and providing a signed copy of the Accession Letter to the Terminal Operator. The Terminal Operator shall promptly provide a copy of such signed Accession Letter to all Parties. All Parties agree and accept that the new User upon execution of the Accession Letter shall become a Party to this Agreement and subject to the provisions set herein.

6 MISCELLANEOUS

6.1 General Terms and Conditions

The general terms and conditions set out in section 6 of the Terminal Rules shall apply to this Agreement as written herein.

6.2 Notices

6.2.1 The controlling language of this Agreement and for future communications shall be English. Notices required under this Agreement shall be deemed sufficient if made in writing and delivered personally (with an initialled dated receipt), by registered mail, by courier, or by e-mail to the recipient at the addresses below:

Gasum LNG Oy

Address:

Email:

Attention:

[Company]

Address:

Email:

Attention:

[Company]

Address:

Email:

Attention:

[Company]

Address:

Email:

Attention:

6.2.2 The Parties shall give notice of any changes in their contact information without undue delay.

6.3 Amendments

Any amendment to this Agreement shall be in writing and shall have no effect before signed by duly authorised representatives of the Parties. The Accession Letters shall enter into force when signed in accordance with Section 5.3.

6.4 Assignment

This Agreement or the rights or obligations under this Agreement shall not be assignable by either Party except that the Terminal Operator may assign this Agreement or any of its rights to any Gasum Entity.

6.5 Schedules Incorporated

The Schedule to which reference is made herein and which is attached hereto shall be deemed to be incorporated in this Agreement by such reference.

6.6 Headings

The headings of this Agreement are for convenience only and shall not in any way limit or affect the meaning or interpretation of the provisions of this Agreement.

6.7 No Waiver

Failure by any Party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce the same, and the waiver by any Party of any breach of any provision of this Agreement shall not be construed to be a waiver by such Party of any succeeding breach of such provision or waiver by such Party of any breach of any other provision hereof.

6.8 Severability

If any part of this Agreement is determined to be invalid or unenforceable, such determination shall not invalidate any other provision of this Agreement. The Parties shall attempt, through negotiations in good faith, to replace any such invalid or unenforceable part of the Agreement with a comparable provision that is enforceable and valid. The failure of the Parties to reach an agreement on such a replacement provision shall not affect the validity of the remaining pro-visions of this Agreement.

7 GOVERNING LAW

This Agreement is governed by the laws of Finland, with the exception of the conflict-of-law rules.

8 SETTLEMENT OF DISPUTES

All possible disputes between the Parties regarding this Agreement shall be resolved in negotiations. If an agreement is not reached in negotiations, disputes related to this Agreement shall be resolved in final arbitration according to the rules established by the Arbitration Institute of the Finland Chamber of Commerce. Arbitration takes place in Helsinki, Finland and is conducted in the English language.

AS WITNESS this Agreement has been duly executed by the Parties on the date stated at the beginning of this Agreement.

GASUM LNG Oy	**[COMPANY]**
_____	_____
Name Title	Name Title
[COMPANY]	**[COMPANY]**
_____	_____
Name Title	Name Title

SCHEDULE 1: FORM OF ACCESSION LETTER

To: Gasum LNG Oy as Terminal Operator

From: [Company], a company duly incorporated under the laws of [name of Relevant Jurisdiction] with register number [●].

Dated: [●]

THIS ACCESSION LETTER is made on [●] between

(a) [Company]; and

(b) all the Parties to the Agreement (as defined below), including any person who has entered into an Accession Letter pursuant to the Agreement.

1 We refer to the Swap Agreement regarding liquefied natural gas, dated [ ] 2025 (the Agreement). The expressions defined in the Agreement shall (unless the context otherwise requires) have the same meaning when used in this Accession Letter.

2 [Company] agrees to become a User and to be bound by the terms of the Agreement and the other agreements related to it. [Company] covenants with all the Parties to the Agreement (including any person who has entered into an Accession Letter pursuant to the Agreement) to comply with the provisions of the Agreement as a User and to perform the obligations of a User set out in the Agreement (so far as they remain to be observed and performed).

3 [Company's] administrative details for the purposes of the Agreement are as follows:

Address: [●]

Email: [●]

Attention: [●]

4 This Accession Letter is governed by the laws of Finland, with the exception of the conflict-of-law rules.

5 All possible disputes between the Parties regarding this Accession Letter shall be resolved in negotiations. If an agreement is not reached in negotiations, disputes related to this Accession Letter shall be resolved in final arbitration according to the rules established by the Arbitration Institute of the Finland Chamber of Commerce. Arbitration takes place in Helsinki, Finland and is conducted in the English language.

GASUM LNG OY	**[COMPANY]**
_____	_____
Name	Name
Title	Title