

Specific terms of agreement for the sale of electricity to business operators

These terms of agreement relate to the sale of electricity and apply between Skellefteå Kraft AB ("Skellefteå Kraft") and the business operator ("Company") specified in the agreement confirmation. The terms of agreement apply from 20/12/2018.

1 General terms and conditions

1.1 The agreement between Skellefteå Kraft and the Company consists of the following parts, where applicable, which in the case of mutual contradictions are to apply in the following order; 1) Order/Agreement Confirmation (electronically or via paper), 2) Skellefteå Kraft's specific terms of agreement, 3) Specific terms and conditions for the sale of electricity from a designated electricity supplier to business operators (rev.) prepared by the trade association Swedenergy, 4) General terms of agreement for the sale of electricity used in business activity or other similar activity (EL 2012 N rev.) prepared by the trade association Swedenergy (these parts are jointly referred to as "the Agreement"). The terms and conditions prepared by Swedenergy are available at www.skekraft.se or can be ordered from Skellefteå Kraft's customer service.

1.2 Any changes or additions by the Company to the pre-printed text of the Agreement must be approved by Skellefteå Kraft in writing by e-mail or letter in order to be valid.

1.3 The Agreement is binding for both parties from the date that Skellefteå Kraft has confirmed the Agreement, which is done through the Company being sent an agreement confirmation (electronically or via paper).

1.4 A customary credit rating may be carried out by Skellefteå Kraft before the conclusion of the Agreement. If the Company is not approved according to Skellefteå Kraft's current credit policy, Skellefteå Kraft reserves the right not to enter into agreement with the Company.

1.5 The supply of electricity commences in accordance with the agreed start date in the Agreement, provided that the Company provided complete and correct information that has been approved by the electricity grid operator upon Skellefteå Kraft's delivery notification. In the event that the Agreement's start date falls on a date other than the first of the calendar month, the contract period is extended until the last calendar day of the last calendar month of the Agreement. The Company is not entitled to request compensation for late delivery commencement when this is due to incomplete or incorrect information on the part of the Company.

1.6 If the Company, when the supply of electricity commences, already has an electricity contract with another electricity supplier, Skellefteå Kraft is responsible for informing the electricity grid operator about the change in supplier. The Company is liable to the other electricity supplier for any costs incurred as a result of early termination. Skellefteå Kraft does not agree to pay any



redemption fee if the customer prematurely terminates an existing electricity contract.

1.7 If the contract period expires or the Agreement is terminated, without the Company changing electricity supplier, the conditions for Skellefteå Kraft's product Variable Electricity 2(4) Skellefteå Kraft AB Visiting address: Kanalгатan 71 Postal address: 931 80 Skellefteå Tel: +46 (0)910-77 25 00 Fax: +46 (0)910-77 28 82 info@skekraft.se | skekraft.se Org. no. Skellefteå Kraft AB: 556016-2561 Org. no. Skellefteå Kraft Elnät AB: 556244-3951 Org. no. Skellefteå Kraft Fibernät AB: 559028-4104 Price [Rörligt elpris] shall be applied for continued electricity supply, unless otherwise agreed. Designated customers that have been assigned Skellefteå Kraft as an electricity supplier pursuant to Chapter 8 of the Electricity Act (1997:857) shall automatically be allocated the product Variable Electricity Price in a nonfixed-term contract.

1.8 Skellefteå Kraft has the right, on unchanged terms, to fully or partly transfer rights and obligations under the Agreement to another party. The Company has the right to transfer rights and obligations under the Agreement following written approval from Skellefteå Kraft.

1.9 The Agreement is based on the information provided by the Company in writing or otherwise submitted to Skellefteå Kraft. In the event that the Company has provided incorrect information in connection with the conclusion of the Agreement, or in the event that circumstances change during the contract period without prior notice to Skellefteå Kraft and entails an infringement of the Agreement, Skellefteå Kraft is entitled to terminate the Agreement with immediate effect and

to demand compensation from the Company for all financial damage incurred by Skellefteå Kraft because of this. This applies even if the Company is unaware of the circumstances that give rise to the breach of the Agreement.

2 Invoicing

2.1 Invoicing is done monthly in arrears and the Company's payment must be received by Skellefteå Kraft no later than the due date. In the event of late payment, Skellefteå Kraft has the right to charge penalty interest according to the Interest Act (1975:635) as well as a statutory reminder fee and, where applicable, a collection fee. In the absence of actual values reported by the electricity grid operator, Skellefteå Kraft has the right to invoice the Company using estimated consumption values based on previous consumption.

3 Taxes and charges

3.1 The price of the Fixed Electricity Price and Variable-Rate Plan Electricity Price products includes other charges such as Guarantee of origin marking and electricity certificates. VAT is added to this. If these costs change during the current contract period, for example by Svenska Kraftnät or the Nordic electricity exchange Nord Pool, Skellefteå Kraft is entitled to adjust these costs and thus the price to a corresponding extent without prior notice.

4 Moving

4.1 In the event of the Company's definite move from the outtake point, the Agreement ceases to apply and the Company is not billed for any expense for the early redemption. However, obligations arising within the framework of the Agreement must always be fulfilled. At the request of Skellefteå



Kraft, the Company must prove that a definite move has taken place.

4.2 The Company has the right to move the Agreement to a new delivery address provided that Skellefteå Kraft approves the move in writing by e-mail or letter. The Company is urged to contact Skellefteå Kraft's customer service well in advance of the Company's change of delivery address.

5 Communication

5.1 Communication regarding the Agreement is normally done by e-mail and/or telephone. The Company is responsible for ensuring that Skellefteå Kraft always has information on the Company's current e-mail address and/or telephone number. Messages sent to the Company's specified e-mail address are to be considered received by the Company. The Company is asked to regularly check its e-mail for information and, where applicable, for any changes that concern the Agreement.

6 Early redemption of agreement

6.1 If the Company does not fulfil the agreement for reasons other than a definitive relocation as per point 4.1, Skellefteå Kraft is entitled to compensation. Compensation is paid as follows:

In the case of a Fixed Electricity Price agreement, Skellefteå Kraft has the right to charge an administration fee of SEK 750 plus remaining fixed monthly fees. In addition, any losses incurred by Skellefteå Kraft in the case of early redemption of the contract on Nord Pool will be added. The calculation is made by comparing the Company's contract price with Skellefteå Kraft's current prices on contracts whose delivery period is similar to the remaining delivery period of the Agreement. The difference in price is

multiplied by the estimated consumption of the remaining contract period.

In the case of remaining consumption, the electricity grid operator's estimated annual consumption at the time is used as a basis for calculating future remaining consumption.

7 Information regarding the processing of personal data

7.1 Personal data submitted to Skellefteå Kraft will always be processed in accordance with applicable laws, which as of 25 May 2018 include the EU's General Data Protection Regulation 2016/679, GDPR. The data that Skellefteå Kraft processes includes; name, personal identity number, address information, email address, telephone number, registration number of car (Tesla), facility ID, area ID, electricity consumption, electricity production, bank account number, telephone recordings and credit information.

7.2 In the case of questions about the processing of personal data, the customer can always contact Skellefteå Kraft's Data Protection Officer via email at dataskyddsbud@skkraft.se or by telephone at +46 (0)910-77 25 50.

7.3 Skellefteå Kraft processes the personal data needed to implement measures before the agreement is entered into, such as obtaining credit information, and for fulfilling the agreement, supplying electricity, invoicing, and providing information on the agreement. The personal data is also processed by Skellefteå Kraft to fulfil the obligations under the law. Personal identity numbers are processed to ensure a secure identification process.

7.4 Skellefteå Kraft may use the personal data in market analyses, for marketing purposes, statistics and staff



training, and for evaluating and informing about products and services. These purposes for processing personal data are based on Skellefteå Kraft's legitimate interest in developing its business and enabling a better customer offering, and the customer's interest in benefiting from such.

7.5 Personal data may, for specified purposes, be disclosed to companies in the Skellefteå Kraft Group. Personal data can also be disclosed to Skellefteå Kraft's contractors and subcontractors [in Sweden/within the EU/within the EEA area] that in such cases process personal data on behalf of Skellefteå Kraft. Categories of recipients are credit bureaus (obtaining credit information), debt collection agencies (debt recovery cases), IT providers. Personal data may also be disclosed to authorities and others if this is necessary in order to comply with laws or to safeguard Skellefteå Kraft's legal interests.

7.6 Personal data may, for specified purposes, be obtained from companies in the Skellefteå Kraft Group. Information that can be obtained from sources other than the customer includes credit information. For updating personal data, information can be obtained from public registers, such as the national personal address register Statens personadressregister (SPAR).

7.7 Personal data is stored by Skellefteå Kraft until the agreement with the customer is terminated and for a period thereafter, at most twelve (12) months, or until no other obligations under the law require its storage, depending on which period lasts the longest. Storage can also take place for a longer duration as required to safeguard Skellefteå Kraft's legal interests. Credit information is only stored for the time needed to verify the customer's ability to

pay, at most three (3) months. When personal data no longer needs to be preserved, the information is anonymised or deleted.

7.8 The customer has the right to, upon request, receive information detailing which information concerning them is registered and the purposes for which this data is being processed, the recipients or categories of recipient to which the information has been or will be disclosed, and, where applicable, where it is obtained. The customer is also entitled to receive a copy of the information that is registered free of charge. For any additional copies, a fee can be charged based on the administrative costs to produce such. Under certain conditions, the customer has the right to request that such personal data that the customer has provided to Skellefteå Kraft be transferred to another party. The customer can also request a correction of incorrect information or supplementation of information. The customer is also entitled to request that information be deleted under certain conditions.

7.9 If the customer opposes their personal data being used for any of the following: market analyses, statistics, staff training or for evaluating and informing about products and services, the customer can at any time, in order to prevent such processing, notify Skellefteå Kraft of their objection, provided there are no legitimate interests for Skellefteå Kraft or another party in continuing with such processing.

7.10 A customer that opposes the processing of personal data for marketing purposes can notify Skellefteå Kraft at any time in order to prevent such processing.



7.11 In connection with a request for rectification, deletion or restriction of the purposes for processing data, the customer is also entitled to require that the processing of personal data be limited during the time that Skellefteå Kraft investigates such a request.

7.12 If the customer requests limitation, rectification, deletion or restriction of the purposes for processing data, Skellefteå Kraft will, before such a request is met, inform the customer of the consequences of such, which may also entail that the agreement between the customer and Skellefteå Kraft can no longer be maintained.

7.13 If the customer considers Skellefteå Kraft's processing of personal data not to be in accordance with the law, a complaint can always be submitted to the Swedish Data Protection Authority:
Telephone nr: +46 (0) 8-657 61 00
E-mail: imy@imy.se
Fax: +46 (0) 8-652 86 52
Postal address:
Integritetsskyddsmyndigheten,
Box 8114, 104 20 Stockholm

PRODUCT SPECIFIC TERMS

8 Fixed Electricity Price

8.1 The product is fixed-term and gives the Company an unchanged electricity price per kWh during the entire contract period. The Fixed Electricity Price includes cost for electricity and electricity certificates. A fixed monthly fee is added and is specified in the agreement confirmation.

9 Variable Electricity Price

9.1 The product is a variable-rate plan electricity agreement and the customer's electricity price follows the market's price changes on a monthly basis. This

price is based on Skellefteå Kraft's cost price for the respective electricity area. Surcharges, electricity certificate fees, and a monthly fixed subscriber's fee are added to the variable electricity price. The surcharge and the monthly fixed subscriber's fee charge are stated in the confirmation notice for the agreement.

If the Company has hourly metering, the variable electricity price is based on the hourly electricity prices of the Nordic electricity exchange Nord Pool for the respective electricity area

9.2 If the Company does not have hourly measurement, the price is calculated based on Skellefteå Kraft's purchase price for electricity for the electricity area in question and Skellefteå Kraft's customers' consumption profiles. If the Company has hourly measurement, the price is calculated hourly and is based on the Company's current consumption and Nord Pool's electricity prices for the electricity area.

In the case of a non-fixed-term agreement, Skellefteå Kraft is entitled to adjust the surcharge and the monthly fee with 15 days' notice.

10 Confidentiality restrictions

10.1 The parties undertake to keep information on prices and the terms and conditions of supply in this agreement confidential and to ensure that confidential information is not disclosed to any other party.

11 Choice of law and resolution of disputes

11.1 This Agreement shall be governed by Swedish law. Any interpretation or dispute arising out of this Agreement,



which the parties are unable to resolve on their own, shall be resolved in a conclusive manner by arbitration in accordance with the arbitration rules of the Stockholm Chamber of Commerce Arbitration Institute. The place of arbitration shall be Skellefteå and the arbitration shall be conducted in Swedish. If the amount in dispute is less than SEK 200,000 (two hundred thousand), the party shall be entitled, notwithstanding the preceding sentence, to apply for a payment order/payment injunction or to institute legal proceedings in the courts of general jurisdiction.