

ASSIGNMENT AND AMENDMENT AGREEMENT

This assignment and amendment agreement (the "**Amendment**") is entered into by and between:

- (1) **Gasgrid Finland Oy**, having its registered office at Keilaranta 13-19 B, 02150, Espoo, Finland whose documentation is kept within Commercial Register of the Republic of Finland, Register code: 3007894-1, VAT identification number: FI30078941 ("**Gasgrid Finland**")
- (2) **Elering AS**, having its registered office at Kadaka Road 42, 12915 Tallinn, Estonia whose documentation is kept within Estonian Commercial Register, Register code: 11022625, VAT identification number: EE100889639 ("**Elering**")
- (3) **AS Conexus Baltic Grid**, having its registered office at Stigu street 14, Riga, LV-1021, Latvia, whose documentation is kept within the Register of Enterprises of the Republic of Latvia, Uniform Registration No.: 40203041605, VAT identification number: LV40203041605 ("**Conexus Baltic Grid**")
- (4) **AB Amber Grid**, having its registered office at Laisves ave. 10, LT-04215 Vilnius, Lithuania, whose documentation is kept within Register of Legal Entities of the Republic of Lithuania, code of legal entity 303090867, VAT identification number: LT100007844017 ("**Amber Grid**")
- (5) **Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A.** (Gas Transmission Operator GAZ-SYSTEM S.A.) having its registered office in Warsaw, at 4 Mszczonowska Street, 02-337, Republic of Poland, whose documentation is kept by District Court for the Capital City of Warsaw, 12th Commercial Department of the National Court Register ("**GAZ-SYSTEM**")
- (6) **ONTRAS Gastransport GmbH**, having its registered office at Maximilianallee 4, 04129, Leipzig, Germany whose documentation is kept within Commercial register, Register code: B 22014, VAT identification number: DE245749659 ("**ONTRAS**")
- (7) **Gasgrid vetyverkot Oy**, a company incorporated under the laws of Finland with Business ID 3331856-8, having its registered office at Keilaranta 19, FI-02150 Espoo, Finland ("**Gasgrid Vetyverkot**")
- (8) **AFRY Management Consulting Oy**, registered at Jaakonkatu 3, 01620 Vantaa, Finland, registration number 2302276-3 (the "**Service Provider**")

Gasgrid Finland, Elering, Conexus Baltic Grid, Amber Grid, GAZ-SYSTEM, ONTRAS, Gasgrid Vetyverkot and the Service Provider are collectively referred to as the "**Parties**", each being a "**Party**".

BACKGROUND

- (A) On 15 December 2023, Gasgrid Finland, Elering, Conexus, Amber Grid, GAZ-SYSTEM, ONTRAS and the Service Provider have entered into a service agreement ("**Service Agreement**") under which the Service Provider performs a pre-feasibility study of Nordic-Baltic Hydrogen Corridor.
- (B) Gasgrid Vetyverkot, a group company of Gasgrid Finland was founded at the end of 2022 to promote Gasgrid Finland's role as a developer of the hydrogen economy and infrastructure. In light of this development, it has become applicable to assign the rights and obligations of Gasgrid Finland under the Service Agreement to Gasgrid Vetyverkot. Therefore, the purpose of this Amendment is to agree on the assignment and on certain amendments to the Service Agreement.

1 ASSIGNMENT

- 1.1 The Parties hereby acknowledge and agree that from the Effective Date Gasgrid Vetyverkot will take over the rights and responsibilities of Gasgrid Finland under the Service Agreement and will comply with the terms and conditions therein.
- 1.2 The Parties agree that from the Effective Date all references to the term *Gasgrid* in the Service Agreement shall refer to Gasgrid Vetyverkot. Notwithstanding the foregoing, it is understood that references to Gasgrid Finland in the context of historical facts, background information, or events occurring prior to the Effective Date as described in the Service Agreement shall remain references to Gasgrid Finland.

2 AMENDMENT

- 2.1 The Parties hereby acknowledge and agree that (i) Gasgrid Vetyverkot shall jointly with Elering, Conexus Baltic Grid, Amber Grid, GAZ-SYSTEM and ONTRAS obtain the Intellectual Property Rights (as defined in the Service Agreement) to the Works (as defined in the Service Agreement) and (ii) Gasgrid Finland shall be granted a non-exclusive, royalty-free license to use the Intellectual Property Rights for the purposes contemplated by the Service Agreement.
- 2.2 The Parties hereby acknowledge and agree that (i) Gasgrid Finland, having previously been a party to the Service Agreement, may have received confidential information, and is entitled to retain and continue to use such information in accordance with the confidentiality obligations of the Service Agreement and (ii) Gasgrid Vetyverkot is permitted to disclose confidential information received under the Service Agreement to Gasgrid Finland, provided that Gasgrid Finland agrees to be bound by the same confidentiality obligations as Gasgrid Vetyverkot under the Service Agreement. Gasgrid Vetyverkot hereby also agrees that any possible breach of such confidentiality obligations by Gasgrid Finland shall be considered as a breach of Gasgrid Vetyverkot.
- 2.3 The Parties hereby acknowledge and agree that after the Effective Date, the invoicing details of Gasgrid in Section 18.8 of the Service Agreement shall be as follows:

Gasgrid vetyverkot Oy:	Registered name/ Registruotas pavadinimas:/ Gasgrid vetyverkot Oy Registered address/ Registracijos adresas: Keilaranta 13-19 B, 02150 Espoo, Finland Business ID/ Įmonės kodas: 3331856-8 VAT no/ PVM mokėtojo kodas: FI33318568 E-Invoicing address/ E. sąskaitų faktūrų išrašymo adresas: 003733318568 Operator Code/ Operatoriaus kodas: BAWCFI22 Operator/ Operatorius: Basware Oyj E-mail for invoices:
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3 ENTRY INTO FORCE AND RESTATEMENT

- 3.1 This Amendment shall enter into force when signed by all Parties ("**Effective Date**").
- 3.2 As of the Effective Date of this Amendment, the amendments determined above shall become effective and form an integral part of the Service Agreement.
- 3.3 All other provisions of the Service Agreement not expressly amended by this Amendment shall remain in full force and effect. For clarity, the provisions of Section 18 of the Service Agreement regarding governing law and dispute resolution shall apply to this Amendment. If there are any inconsistencies between the Service Agreement and this Amendment, this Amendment shall prevail.

4 SIGNATURES

- 4.1 This Amendment has been executed electronically and is considered signed when each Party's authorized representative has affixed their electronic signature. Each Party, upon signing, will receive a complete electronically signed copy.

GASGRID FINLAND OY

Name: _____
Title: CEO

AS CONEXUS BALTIC GRID

Name: _____
Title: Chairman of the management board

Name: _____
Title: Member of the management board

**OPERATOR GAZOCIĄGÓW
PRZESYŁOWYCH GAZ-SYSTEM S.A.**

Name: _____
Title: President of the Management Board

Name: _____
Title: Vice-President of the Management Board

**AFRY MANAGEMENT CONSULTING
OY**

Name: _____
Title: Director

ELERING AS

Name: _____
Title: Chairman of the Board

ONTRAS GASTRANSPORT GMBH

Name: _____
Title: Head of Asset Management

Name: _____
Title: Head of Asset Development / Simulation

AB AMBER GRID

Name: _____
Title: CEO

GASGRID VETYVERKOT OY

Name: _____
Title: CEO