

ACCESSION DEED

THIS ACCESSION DEED is made the • day of • 20__

BETWEEN

1. **EIRGRID plc**, an Irish company formed pursuant to Regulation 34 of the European Communities (Internal Market in Electricity) Regulations 2000 with company registration number 338522 (“EirGrid” which expression shall include its permitted assigns) and **SONI LIMITED**, a body corporate registered in Northern Ireland with company registration number NI038715 (“SONI” which expression shall include its permitted assigns) (jointly “the Market Operator”) acting on their own behalf as Market Operator and on behalf of all other Parties to the Framework Agreement (as defined below) for the time being; and
2. [Details of the Additional Party to be inserted here] (the “**Party Applicant**” [including its successors and permitted assigns])

RECITALS

- A. The Market Operator is required under the Market Operator Licence to enter into and at all times administer and maintain in force the Code.
- B. The Code was developed as part of the process of establishing the Single Electricity Market and constitutes the trading arrangements and Trading and Settlement Code for the Single Electricity Market pursuant to section 23 of the Northern Ireland (Miscellaneous Provisions) Act 2006 (Northern Ireland) and the Electricity (Single Wholesale Market) (Northern Ireland) Order 2007 (Northern Ireland) in Northern Ireland and section 9BA(1) of the Electricity Regulation Act 1999 (Ireland) in Ireland.
- C. By the Framework Agreement dated [xxx], the Original Parties (as listed in the Framework Agreement) and (by virtue of any Accession Deed entered into by any Additional Party before the date hereof) the Additional Parties (together the “Existing Parties”), have agreed to become Parties to and to observe, perform and be bound by the Code.
- D. The Applicant Party, having complied with the Accession Process under the Code, wishes to accede to the Framework Agreement and to become a Party to, and to observe, perform and be bound by, the Code and the Framework Agreement from the Accession Date.
- E. Pursuant to the terms of the Code and the Framework Agreement, the Existing Parties have authorised the Market Operator to enter into this Accession Deed on their behalf with the Party Applicant to enable the Party Applicant to become a Party to, and to observe, perform and be bound by the Code and the Framework Agreement from the Accession Date.

IT IS HEREBY AGREED:

1. Unless the context otherwise requires, words and expressions used in this Accession Deed (and the Recitals) shall have the same meaning given to them in the Framework Agreement and the Code respectively.
2. The effective date of this Accession Deed is [●] (“**Accession Date**”).
3. The Market Operator (acting on its own behalf and on behalf of each of the Existing Parties) hereby admits the Party Applicant as a party to the Framework Agreement and, consequently as a Party to the Code, from the Accession Date on the terms and conditions set out herein.
4. The Additional Party confirms that it has received a copy of the Code and the Framework Agreement and agrees and undertakes with each of the Existing Parties that, from the Accession Date, the Party Applicant shall observe, perform and be bound by the provisions of the Framework Agreement and the Code and the rights and obligations of the Party Applicant and the Existing Parties shall be construed accordingly.
5. This Accession Deed shall not take effect unless or until executed by each of the Market Operator and the Party Applicant.
6. For all purposes in connection with the Framework Agreement, the Party Applicant shall as from the date hereof be treated as if it has been a signatory of the Framework Agreement from the Accession Date and as if this Accession Deed were part of the Framework Agreement from the Accession Date and the rights and obligations of Parties to the Code shall be construed accordingly.
7. The Framework Agreement, this Accession Deed and any other Accession Deed shall be read and construed as the one instrument and any references to the Framework Agreement in this Accession Deed or the Framework Agreement shall be construed accordingly.
8. This Accession Deed may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute the one and the same instrument.
9. This Accession Deed and any disputes arising under, out of, or in relation to this Accession Deed shall be interpreted, construed and governed in accordance with the laws of Northern Ireland.
10. Subject to the provisions in the Code relating to the Dispute Resolution Process, the Parties hereby submit to the exclusive jurisdiction of the Courts of Ireland and the Courts of Northern Ireland for all disputes arising under, out of, or in relation to this Accession Deed.

IN WITNESS whereof the parties hereto have executed this Accession Deed the day and year first herein **WRITTEN**.

PRESENT When the Common Seal of
EIRGRID plc
Was Affixed Hereto:

Director

Director/Secretary

Witness Signature: _____

Witness Address: _____

Witness Description: _____

EXECUTED as a Deed by
SONI LIMITED

acting by [●], a director

Director

and [●], a director **or** a secretary

Director **or** Secretary

Witness Signature: _____

Witness Address: _____

Witness Description: _____

[Execution Provision - Additional Party – depending on legal form of Party]