

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” and acting on their own behalf and on behalf of all other parties to the Framework Agreement for the time being; and
2. [Details of the Additional Party to be inserted here] (the “**Additional Party**” [including its successors and permitted assigns])

RECITALS

- A. The Market Operator is required under the Market Operator Licence to [establish 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 in Northern Ireland and section 9BA(1) of the Electricity Regulation Act 1999 in Ireland.
- C. The Additional Party is in compliance with the Code and the Additional Party and the parties to the Framework Agreement for the time being have agreed to enter into this Accession Deed in order to observe, perform and be bound by the Code as and from the Effective 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 [•] (“**Effective Date**”).
3. The Additional Party confirms that it has received a copy of the Framework Agreement and agrees and undertakes with each of the parties to the Framework Agreement for the time being that, from the Effective Date, the Additional Party shall observe, perform and be bound by the provisions of the Framework Agreement and the Code and the rights and obligations of the Additional Party and the parties to the Framework Agreement for the time being shall be construed accordingly.

4. This Accession Deed shall not take effect unless or until executed by each of the parties hereto.
5. 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.
6. 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.
7. 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.
8. 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 or 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]