# BSC ACCESSION AGREEMENT

**ELEXON LIMITED**

**-and-**

**[Insert full names of Party Wishing to Accede]**

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| **Drafting Instructions**   * All shaded blanks must be completed. * All shading, square brackets and these drafting instructions must be deleted before it is signed. * This document must not be otherwise amended. |

**BSC ACCESSION AGREEMENT**

**THIS ACCESSION AGREEMENT** is made on the day of 20

**BETWEEN:**

(1) **ELEXON Limited**, registered in England (number 3782949) whose registered office is at 4th Floor, 350 Euston Road, London, NW1 3AW, on its own behalf and on behalf of all the other parties to the BSC Framework Agreement (the "**Authorised Person**"); and

(2) [Insert full name of person wishing to be admitted to the BSC, (insert registered company number)] (the "**Party Applicant**") whose principal office is at [insert address of Party].

**WHEREAS:**

(A) By the BSC Framework Agreement dated 14 August 2000 made between the Original Parties named therein and as now in force between the Parties by virtue of any Accession Agreement entered into by any New Party before the date of this Accession Agreement (the "Framework Agreement"), the Parties agreed to give effect to and be bound by the BSC.

(B) The Party Applicant has complied with the requirements of the BSC as to accession and wishes to be admitted as a Party.

**IT IS HEREBY AGREED** as follows:

1. In this Accession Agreement, words and expression defined in or for the purposes of the Framework Agreement and not otherwise defined herein shall have the meanings ascribed thereto under the Framework Agreement.

2. The Authorised Person (acting on its own behalf and on behalf of each of the other Parties) hereby admits the Party Applicant as an additional Party under the Framework Agreement with effect from the date of this Accession Agreement on the terms and conditions hereof.

3. The Party Applicant hereby accepts its admission as a Party and undertakes with the Authorised Person (acting on its own behalf and on behalf of each of the other Parties) to perform and to be bound by the Framework Agreement as a Party as from the date hereof.

4. 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 date hereof, and as if this Accession Agreement were part of the Framework Agreement from the date hereof, and the rights and obligations of the Parties shall be construed accordingly.

5. This Accession Agreement and the Framework Agreement shall be read and construed as one document and references (in or pursuant to the Framework Agreement) to the Framework Agreement (howsoever expressed) should be read and construed as reference to the Framework Agreement and this Accession Agreement.

6. If any provision of this Accession Agreement is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction or by any other Competent Authority (as defined in the BSC), such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Accession Agreement, which shall continue in full force and effect notwithstanding the same.

7. This Accession Agreement may be executed in counterparts.

8. This Accession Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the courts of England and Wales and the courts of Scotland only.

9. If the Party Applicant is not a company incorporated under the Companies Act 1985 and/or under the Companies Act 2006, as amended or replaced from time to time, it shall provide to the Authorised Person an address in Great Britain for service of process on its behalf in any proceedings; provided that if the Party Applicant fails at any time to provide such address, the Party Applicant shall be deemed to have appointed BSCCo (as defined in the BSC) as its agent to accept service of process on its behalf until and unless it provides to BSCCo an alternative address in Great Britain for these purposes.

**AS WITNESS** the hands of the duly authorised representatives of the parties hereto the day and year first above written.

SIGNED FOR AND ON BEHALF OF

**ELEXON LIMITED** BY:

Print Name

SIGNED FOR AND ON BEHALF OF

**[INSERT NAME OF PARTY APPLICANT]**

BY:

Print Name

Position