

TERMS AND CONDITIONS OF BALANCING SERVICE: SLOW RESERVE

Name of Registered Service Provider:

Country of incorporation:

Company number:

Registered office:

Address for receipt of notices (if not R/O):

Agent (if acting on behalf of above Registered Service Provider)

Name:

Country of incorporation:

Company number:

Registered office:

PLEASE EITHER:

- **DOWNLOAD THIS TERMS AND CONDITIONS TEMPLATE AND UPLOAD IT ENSURING THAT THE TEMPLATE IS DULY SIGNED AND DATED BY A DIRECTOR OR OTHER DULY AUTHORISED SIGNATORY;**

OR

- **IF YOU ARE A DIRECTOR OR OTHER DULY AUTHORISED SIGNATORY, ATTACH YOUR ELECTRONIC SIGNATURE WHERE SHOWN BELOW AND CLICK SUBMIT.**

DECLARATION

The above-named **Registered Service Provider** (acting by its **Agent** where applicable) hereby declares, warrants and represents to **National Energy System Operator ("NESO")** that, except as expressly disclosed in writing to **NESO**:

- it is a duly incorporated company validly existing under the laws of its jurisdiction of incorporation;
- it has complied with all laws intended to prohibit or restrict anti-competitive practices relevant to its participation in activities associated with procurement by **NESO** of **Balancing Services**;
- neither it nor any **Affiliate** has engaged in any market manipulation in relation to the wholesale energy markets;
- neither it nor any **Affiliate** has done anything which would constitute a breach of the Bribery Act 2010 or any relevant Anti-Bribery Laws with a view to influencing the outcome of any procurement activity by **NESO** in relation to **Balancing Services**; and
- neither it nor any **Affiliate** has offered to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any employee of **NESO**.

ADHERENCE TO SLOW RESERVE PROCUREMENT DOCUMENTATION

The above-named **Registered Service Provider** (acting by its **Agent** where applicable) hereby:

- confirms its adherence to the below documentation (as modified from time to time in accordance with their terms):
 - Slow Reserve Procurement (Or Auction) Rules;
 - Slow Reserve Service Terms; and
 - Balancing Services Glossary of General Definitions and Rules of Interpretation;
- without limiting the above, upon the formation of (and with respect to) each and any **Balancing Services** contract, and in consideration of **NESO** complying with its own obligations set out therein, hereby undertakes to comply with all the obligations of the **Registered Service Provider** contained in the above service terms;
- undertakes to participate in the procurement by **NESO** of the above-mentioned **Balancing Service** only with respect to **Plant** and/or **Apparatus** of which it is at all relevant times the legal owner or the entity with operational responsibility (which shall, for the avoidance of doubt, include despatch control);
- undertakes to promptly update the registration details provided to **NESO** as and when the same may change; and
- undertakes to procure all necessary despatch controls, metering and monitoring facilities (as the case may be) as stipulated by the above documentation.

Furthermore, by signing and submitting this form, the above-named **Registered Service Provider** agrees and acknowledges that:

- it has read and understands the terms of the above documentation, and has taken independent legal advice in relation thereto; and
- neither the submission of this form nor **NESO's** subsequent acknowledgement and confirmation of its registration as a **Registered Service Participant** creates any legally binding obligation or commitment for the provision of, and payment for, any **Balancing Service**, which shall arise only in accordance with the terms of the above documentation.

NOTE: all terms shown in bold on this form have the meanings given in the above documentation.

Duly authorised for and on behalf of Registered Service Provider or Agent

Signed:

Name:

Title:

Date:
