



BITRADER ADDENDUM

[General Drafting Notes:

- (A) There may be various categories of participants that take part in BiTraDER, including: (i) individual entities with a connection agreement for a particular asset/installation, on either a curtailable or a non-curtailable basis, and for which that entity might want to operate as either a Buyer or a Seller (see defined terms within the Addendum) for that particular asset/installation; (ii) individual entities with various assets/installations, where such assets/installations might be on different connection agreements (i.e. curtailable or non-curtailable) and for which that entity might want to operate as a Buyer for some assets/installations and/or as a Seller for other assets/installations; (iii) independent aggregators operating on behalf a group of registered asset owners (with these registered asset owners having separate assets/installations and connection agreements for each, on either a curtailable or non-curtailable basis) where that independent aggregator participates in BiTraDER on behalf of some registered asset owners as a Buyer and on behalf of other registered asset owners as a Seller.**
- (B) We foresee that, as part of the Participant's onboarding process with the market operator, there will be this (or similar) specific Addendum to the BiTraDER terms (these terms being those that the Participant will need to agree with the market operator) dealing with the DNO-related aspects that need to be in place as between the Participant and the DNO. This Addendum (as the applicable DNO may of course decide to amend) should be non-negotiable and agreed by the Participant via a separate click acceptance.]**



PLEASE READ THIS ADDENDUM CAREFULLY AND CLICK THE “ACCEPT” BUTTON AT THE END OF THIS ADDENDUM IF YOU AGREE TO THE TERMS CONTAINED WITHIN THIS ADDENDUM. IF YOU DO NOT ACCEPT THIS ADDENDUM, YOU ARE NOT ABLE TO PARTICIPATE IN BITRADER. *[Drafting Note: we have retained the reference to BiTraDER, but this can be amended to whatever it may be called as part of any business as usual roll out.]*

Terms in bold below are defined within the Addendum. Underlined terms (which are only underlined the first time they are used) are further described in the glossary at Annex A. *[Drafting Note: rather than underlining these terms, it might be better to insert hyperlinks once the glossary terms are finalised.]*

This addendum to the main BiTraDER Terms of Use that the Participant (as defined below) will have in place with the market operator (**Addendum**) is a legal agreement between you as the Participant in BiTraDER and us as the applicable Distribution Network Operator (**DNO**). A Participant:

- (a) may be acting as either a **Buyer** (meaning a Participant buying the ability to transfer their obligation to curtail to another Participant and accept a more favourable position in the merit order stack) and/or a **Seller** (being a Participant selling the ability to accept an obligation to curtail from another Participant, within the limits of their Connection Agreement (as defined below)); and
- (b) may be:
 - (i) an individual entity with one installation on the DNO's distribution system who wishes to participate in BiTraDER as either a Buyer or a Seller (a **Single Installation Participant**);
 - (ii) an individual entity with more than one installation on the DNO's distribution system, where such installations might be on different connection agreements and for which that entity might want to operate as a Buyer for some installations and/or as a Seller for other installations (a **Multi-Installation Participant**); or
 - (iii) an independent aggregator operating on behalf of a group of registered asset owners (with these registered asset owners having separate installations on the DNO's distribution system and



connection agreements) where that independent aggregator participates in BiTraDER on behalf of registered asset owners as Buyers and/or on behalf of registered asset owners as Sellers (an **Independent Aggregator Participant**).

In this Addendum, reference to the **Participant** means any Single Installation Participant, any Multi-Installation Participant and, where an Independent Aggregator Participant is involved, that Independent Aggregator Participant and each individual registered asset owner within the applicable group of registered asset owners that the Independent Aggregator Participant is acting on behalf of.

Where an Independent Aggregator Participant is the entity taking part in BiTraDER, the Independent Aggregator Participant hereby represents, warrants and undertakes that:

- (a) it has obtained and shall maintain valid, binding and irrevocable authority from each of the registered asset owners within its applicable group of registered asset owners to enable the effective performance and compliance with this Addendum, including by the Independent Aggregator Participant having the authority to accept and respond to instructions and notifications on behalf of each Registered Asset Owner as contemplated by this Addendum;
- (b) each authority from the Registered Asset Owner given to the Independent Aggregatory Participant is in writing, has been properly executed and is not subject to any conditions, qualifications or limitations that would prevent or restrict the effective operation of this Addendum or BiTraDER generally; and
- (c) no such authority has been revoked, suspended or challenged and the Independent Aggregator Participant is not aware of any circumstances likely to give rise to such revocation, suspension or challenge.

AGREED TERMS

General Provisions

1. The DNO has previously agreed to the connection of the Participant's applicable installation (or installations) to its distribution system on the terms and conditions contained in the applicable connection agreement(s) between the DNO and the Participant. The **Connection Agreement** is the applicable agreement between the Participant and the DNO governing the terms and conditions of connection of any installation to, and/or any agreement for the supply of electricity to the installation

or for the acceptance of electricity into, and its delivery from, the DNO's distribution system.

2. The DNO and the Participant agree that this Addendum is not a replacement connection agreement and consequently Clause 19.1.1 of Section 3 of the National Terms of Connection (the **Applicable NTC Section**) shall not apply. The Participant's Connection Agreement shall remain in full force and effect (as supplemented by this Addendum). The National Terms of Connection are available in writing from the Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU, or from the website at www.connectionterms.co.uk. The Participant confirms that it has read and fully understands the Applicable NTC Section.
3. The Participant, at or around the same time as accepting this Addendum, is agreeing (by accepting the BiTraDER Terms of Use) with the market operator to participate in BiTraDER. BiTraDER is an initiative involving the use of a platform whereby Participants can trade their obligation to curtail and position in the merit order stack bilaterally via a transparent independent market. Consequently, as well as entering into the BiTraDER Terms of Use with the market operator, the Participant also needs to enter into this Addendum with the DNO in order to ensure appropriate terms and conditions are in place between the Participant and the DNO regarding BiTraDER and to also supplement the applicable Connection Agreement in order to allow the Participant to take part in BiTraDER.
4. The Participant agrees that the DNO shall, on the application of any person purporting to be an owner and/or occupier (or prospective owner and/or occupier) of the premises, be entitled to disclose to such person the fact that this Addendum contains terms which supplement the terms set out in the National Terms of Connection (www.connectionterms.co.uk) and the Connection Agreement.
5. The Participant shall, prior to selling or leasing any of its interest in the premises (or otherwise permitting a third party to occupy the premises), ensure that the existence and provisions of this Addendum are brought to the attention of such third party. For information, any such third party should note that it may automatically be bound by the provisions of this Addendum in accordance with the National Terms of Connection (www.connectionterms.co.uk).
6. If the Participant terminates its participation in BiTraDER in accordance with the applicable provisions of the BiTraDER Terms of Use, this shall not amount to the ending or termination of any existing Connection Agreement, but the specific terms of this Addendum shall no longer apply and the terms that govern the connection



shall revert to those that were in place prior to the Participant and the DNO entering into this Addendum.

7. For the avoidance of doubt and without prejudice to Clause 15.4 of the Applicable NTC Section, Part 3 (Network Unavailability Rebate Payments) of the DCUSA shall not apply and in no circumstances shall any DGNU Payments be made to the Participant following any curtailment as a consequence of BiTraDER.
8. The Participant acknowledges and agrees that the DNO is not responsible in any way for the operation of BiTraDER and any related services and the DNO makes no warranties or representations whatsoever in relation to BiTraDER and any related services. The contractual relationship with regards to the provision and use of BiTraDER and any related services is governed by the BiTraDER Terms of Use outside of this Addendum.

BiTraDER Specific Provisions

1. Buyers

If the Participant wishes to take part in BiTraDER from time to time as a Buyer, the Participant acknowledges and agrees that, following a trade of its position in the merit order stack made pursuant to BiTraDER, its position in the merit order stack may change so that it is less likely to be curtailed in the event of a constraint on the DNO's distribution system. However, this does not mean that the Participant's connection with the DNO becomes a non-curtable connection and the DNO may still instruct the Participant to curtail its connection as permitted by the Participant's Connection Agreement and the Participant shall comply with this instruction. The DNO will notify the Participant when any need for curtailment is finished. If the Participant does not comply with this instruction, the DNO may de-energise the Participant's connection point for such time as the DNO needs the connection point to be curtailed or until the Participant complies with the DNO's instruction.

2. Sellers

If the Participant wishes to participate in BiTraDER from time to time as a Seller, the Participant acknowledges and agrees that, following a trade of its position in the merit order stack made pursuant to BiTraDER, the DNO may instruct the Participant to curtail its connection during the applicable trading period as determined by BiTraDER and the Participant shall comply with this instruction. The DNO will notify the Participant when the need for curtailment is finished. If the Participant does not comply with this instruction, the DNO may de-energise the Participant's connection point for such time as the DNO needs the connection point to be curtailed or until the Participant complies with the DNO's instruction.



BY CLICKING ON THE “ACCEPT” BUTTON BELOW YOU AGREE TO THE TERMS OF THIS ADDENDUM WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ADDENDUM, CLICK ON THE “REJECT” BUTTON BELOW.

[“ACCEPT” BUTTON]

[“REJECT” BUTTON]

Annex A: Glossary

[Drafting Note: some of these terms are perhaps defined in too much detail (largely from DCUSA and the National Terms of Connection), but we have retained for the ultimate drafter of the documents to take a view.]

connection point	the point or points of connection at which electricity may flow between the distribution system and the installation.
curtail / curtailed / curtailment	any action taken by the DNO to restrict the flow of electricity at the connection point, except where that restriction is caused by (a) an Interruption (as defined in Schedule 2D of DCUSA); and/or (b) curtailment as a result of constraints on the transmission network.
curtailable connection	means a connection to the distribution system which is made on the basis that it is expressly subject to curtailment.
DCUSA	the Distribution Connection and Use of System Agreement.
de-energise or de-energisation	the deliberate movement of any switch or the removal of any fuse or the taking of any other step whereby no electrical current can flow between the distribution system and the installation at the connection point.
DGNU Payments	the compensation mechanism (the Distributed Generation Network Unavailability Payment) created by the Gas and Electricity Markets Authority to make compensation payments for network outages experienced by customers with distributed generation.
distribution system	the Electricity Distribution System, as this term is defined in the relevant Electricity Distribution Licence , meaning the electricity distribution licence granted or treated as granted under section 6(1)(c) of the Electricity Act 1989 that authorises a person (including the DNO) to distribute electricity.

energise or energisation	means the movement of any switch or the insertion of any fuse or the taking of any other step so as to enable an electrical current to flow between the distribution system and the installation at the connection point.
independent aggregator	entities who bundle changes in the loads or distributed generation output of registered asset owners for sale in organised markets and who do not simultaneously supply the customer with energy.
installation	any structures, equipment, lines, appliances or devices used, or to be used, at the premises (whether or not owned or used by the Participant).
instruct or instruction	an instruction given by the DNO via the BiTraDER platform to the Participant to curtail its connection
market operator	the operator of BiTraDER as defined in the BiTraDER Terms of Use.
merit order stack	the system which determines the order in which the Participant may be required to curtail their maximum import capacity or maximum export capacity at times of high demand on the distribution system.
non-curtailable connection	a connection that is not a curtailable connection.
notify or notification	a notification given by the DNO via the BiTraDER platform to the Participant when any need for curtailment is finished
premises	any land, building, or structure.
registered asset owner	a market participant who legally owns the physical infrastructure used for the generation, transmission or distribution of electricity.