

Schedule 2: Form of EWIC User Agreement

THIS EWIC USER AGREEMENT is made on the day of 201_
BETWEEN:

(1) EIRGRID INTERCONNECTOR DAC whose registered office is at The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4 (Company No.473045) (the "Operator"); and

(2) THE USER named in Item 1 of the schedule whose registered office is at the address set out in Item 1 of the schedule (the "User").

RECITALS:

(A) The Operator is the operator of the Interconnector and has established the EWIC Access Rules governing the relationship between the Operator and the Users and more particularly setting out the arrangements for selling rights to use the Interconnector and the terms of use.

(B) The User wishes to buy rights to use the Interconnector under the terms of the EWIC Access Rules.

(C) The Parties are entering into this Agreement for the purposes of giving effect to and binding themselves to the EWIC Access Rules in relation to the User's acquisition and use of rights to use the Interconnector.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretation

1.1 In this Agreement including the recitals, capitalised words and phrases have the meaning given to them below except where the context requires otherwise:

"Agreement" means this EWIC User Agreement;

"EWIC Access Rules" means the rules of that name established by the Operator providing for the sale and use of rights to use the Interconnector as amended from time to time, the current version of which has been made available to the Users;

"EWIC User Guide" means the guide to the Access Rules, published by the Operator and designated as such by them from time to time;

"Interconnector" means the 500MW DC interconnector between Ireland and Wales operated by the Operator and referred to in this Agreement as "East West Interconnector or EWIC";

"Operator" means EirGrid Interconnector DAC; and

"Party" means each of the Operator and the User.

"Representative" means any company or person appointed by the Operator to act on its behalf.

1.2 The rules of interpretation in the Access Rules apply to this Agreement.

2. EWIC Access Rules

2.1 The EWIC Access Rules are hereby given effect between and made binding upon each Party with effect from the date of execution of this Agreement by both Parties.

2.2 With effect from the date of execution of this Agreement by both Parties, each Party undertakes to the other Party to comply with and perform its obligations in accordance with and subject to the EWIC Access Rules.

3. Warranties

3.1 The User warrants to the Operator at the time of entering into this Agreement that:

- (a) the information and data provided by the User to the Operator in its Application Form (as defined in the EWIC Access Rules) is true, accurate and complete in all respects;
- (b) the User will not by entering into this Agreement or acquiring rights under the EWIC Access Rules infringe any anti-trust or competition legislation or any undertaking or other obligation arising under any antitrust or competition legislation;
- (c) in the case of a User that is not a natural person, it is duly incorporated and validly existing under the laws of its country of incorporation;
- (d) the User has full power and authority to enter into and perform this Agreement and to acquire and exercise rights under the EWIC Access Rules and all necessary action has been taken on its part to authorise entry into and performance of this Agreement and rights under the EWIC Access Rules;
- (e) this Agreement and rights acquired under the EWIC Access Rules constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (f) the User has taken the steps necessary to ensure that it has access to all the relevant documentation issued by the Operator including but not limited to the EWIC Access Rules and the EWIC User Guide;
- (g) the User warrants that it is not insolvent and that it has no knowledge of any possible insolvency proceedings that may be brought against it in the immediate future.

3.2 If any of the above ceases to be true with regard to the User at any time prior to termination of this Agreement, the User shall promptly notify the Operator of that fact and shall provide full details.

4. Notices

4.1 All notices and other communications between the Parties under or in connection with this Agreement and the EWIC Access Rules must be given in accordance with the EWIC Access Rules.

4.2 The address and contact details for the Operator are set out in Item 3 of the Schedule below. The address and contact details for the User are set out in Item 2 of the Schedule.

4.3 Contact details of a Party can be amended from time to time by notice from that Party.

5. Assignment

The Operator may assign, delegate, subcontract or otherwise transfer directly or indirectly any part of this Agreement to an Affiliate or Representative without the prior consent of the User.

6. Termination

This Agreement may be terminated only as provided for in the EWIC Access Rules.

7. General

7.1 This Agreement and the EWIC Access Rules are governed by and construed in accordance with Irish law.

7.2 This Agreement and the EWIC Access Rules must be read and construed as one document. References in the EWIC Access Rules to the EWIC User Agreement must be read and construed as references to the EWIC Access Rules and this Agreement.

7.3 If any provision of this Agreement or the EWIC Access Rules is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or pursuant to arbitration under the EWIC Access Rules or by order of any Competent Authority (as defined in the EWIC Access Rules), such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the EWIC Access Rules and this Agreement which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

SIGNED by the Parties as an Agreement.

The Operator

By _____
Name _____
Position _____
Date _____

The User

By _____	By _____
Name _____	Name _____
Position _____	Position _____
Date _____	Date _____

The Schedule

Item 1: The User

Name: [Insert]
Registered address: [Insert]

Item 2: Notices to the User

Address for notices: [Insert]
Facsimile: [Insert]
Telephone: [Insert]
Attention: [Insert]

Item 3: Notices to the Operator

EirGrid Interconnector DAC,
Block 2, The Oval
160 Shelbourne Road
Dublin 4
Ireland
Telephone: +353 (0) 16771700

Attention: Company Secretary

Note: Please submit three signed copies