

Part B: Appointment of Trading Agent

1. Scope of Appointment of Trading Agent

This Part relates to the appointment of a person to manage the provision of Ancillary Services and act as an agent of the Ancillary Service Agent (the **Trading Agent**) in dealings with the System Operator and sets out how the System Operator and the Trading Agent will deal with one another.

2. Appointment of Trading Agent

2.1 Appointment of Trading Agent:

The Ancillary Service Agent may, subject to clause 4 of this Part B, appoint and keep appointed (and may, on 20 Business Days' notice to the System Operator, remove and, upon removal, replace) a person as the Ancillary Service Agent's Trading Agent for the following purposes:

- (a) exercising any rights of the Ancillary Service Agent;
- (b) receiving the benefit of the System Operator's obligations;
- (c) discharging the System Operator from its obligations;
- (d) giving and receiving notices and all other communications;
- (e) receiving invoices and making and receiving payments; and
- (f) all other purposes,

relating to the parties' performance of this Contract. All of the foregoing is to be within the scope of the Trading Agent's authority as agent of the Ancillary Service Agent.

3. Transpower may Deal with Trading Agent

3.1 Transpower may deal with Trading Agent:

The System Operator may act, exercise its rights, or perform its obligations under this Contract as if the Trading Agent is the Ancillary Service Agent.

3.2 Trading Agent acts for more than one Ancillary Service Agent:

If the Trading Agent is also appointed as a Trading Agent by another Ancillary Service Agent to manage the provision of that Ancillary Service Agent's Ancillary Services and act as that Ancillary Service Agent in dealings with the System Operator, then:

(a) Trading Agent acts for both unless otherwise specified:

any act or omission by the Trading Agent is to be the act or omission of each of the Ancillary Service Agent and the other Ancillary Service Agent unless the Trading Agent notifies the System Operator that it is the act or omission of one of them (and names the one concerned); and

(b) The System Operator acts in relation to both unless otherwise specified:

any act by the System Operator under this Contract in respect of the Trading Agent, is to be an act in respect of each of the Ancillary Service Agent and the other Ancillary Service Agent unless the System Operator

notifies the Trading Agent that it is an act in respect of one of them (and names the one concerned).

4. Undertaking by Trading Agent

4.1 Undertaking by Trading Agent:

The Ancillary Service Agent's appointment of a person as Trading Agent (including any replacement Trading Agent) is to be of no effect until the person so appointed has executed and delivered to the System Operator in a manner satisfactory to the System Operator (acting reasonably) a deed of undertaking in the form attached.

5. Continuation of Trading Agent:

5.1 Continuation of Trading Agent:

If:

(a) New Contract:

this Contract is replaced with a new contract (**New Contract**) covering the provision of similar services by the Ancillary Service Agent (with effect from the expiry of this Contract); and

(b) No Change to Trading Agent:

the Ancillary Service Agent has not notified the System Operator that the Trading Agent has been removed or replaced,

then the Trading Agent will be deemed to have been appointed by the Ancillary Service Agent under, and on the terms of, the **New Contract** with the same powers as the Ancillary Service Agent delegated to the Trading Agent under this Contract.

Deed of Undertaking

[Date]

To Transpower New Zealand Limited (**System Operator**)

In consideration of the System Operator dealing with [name of person] (the **Trading Agent**), being the person appointed as agent by [Ancillary Service Agent name] (the **Ancillary Service Agent**) pursuant to the Ancillary Service Procurement Contract dated [date] (the **Contract**), the Trading Agent hereby irrevocably covenants and agrees:

- 1 The Ancillary Service Agent has appointed the Trading Agent as agent under Part B: Appointment of Trading Agent of the Contract.
- 2 All information acquired or received by the Trading Agent from the System Operator and the fact of the existence of the information must be held and kept confidential by the Trading Agent on the same terms and conditions as set out in clause 9 of Part A2: General Terms of the Contract.
- 3 The Trading Agent's address for communications for the time being is:

Name:	[	]
Street Address:	[	]
Postal Address:	[	]
Attention:	[	]
Email:	[	]

(or such other address or for the attention of such alternative person as may subsequently be notified by the Trading Agent for such purpose). The provisions of clause 14 of Part A2: General Terms of the Contract apply (as if repeated here) in relation to any notice, request, offer, advice, consent, approval, invoice or other communication given by the System Operator to the Trading Agent or vice versa.
- 4 If:
 - (a) the Contract is replaced with a new contract (**New Contract**) covering the provision of similar services by the Ancillary Service Agent (with effect from the expiry of the Contract); and
 - (b) the Ancillary Service Agent appoints the Trading Agent as its agent under provisions of the New Contract that are the equivalent of Part B: Appointment of Trading Agent of the Contract,

this undertaking will remain in effect (with such modifications as are reasonably required to replace references to the Contract with references to the New Contract for the purposes of the New Contract) until such time as the Trading Agent gives written notice to the System Operator cancelling such undertaking.
- 5 Notwithstanding clause 2.1(e) of Part B: Appointment of Trading Agent of the Contract, the Trading Agent is not appointed as agent for the Ancillary Service Agent for the purpose of receiving invoices and making and receiving payments.

Signed as a deed for the Trading Agent by:

Director/ Authorised Person

Director/ Authorised Person

on _____
Date

Witness Signature

Witness Signature

Name

Name

Occupation

Occupation

City of Residence

City of Residence