

e-ROC and e-REGO AUCTION AGENCY AGREEMENT

THIS AGREEMENT is made on:
(to be completed by NFPAS)

BETWEEN:

- (1) The party referred to below (the "**Principal**"):
 - (2) **NFPAS LIMITED**, a company incorporated in England and Wales with registered number 4334396, whose registered office is situated at Fourth Floor, Higham House, Higham Place, New Bridge Street West, Newcastle upon Tyne, NE1 8AN ("**NFPAS**").

WHEREAS the Principal has agreed to appoint NFPAS as its agent to invite bids, and to accept the highest bid, in relation to the Specified ROCs and/or REGOs on the terms of the e-ROC and e-REGO Auction Code, the e-ROC and e-REGO Conditions of Sale and in accordance with the terms of the Agreement (set out in the next pages) and NFPAS has agreed to accept such appointment.

PARTICULARS OF THE PRINCIPAL

Name of Principal (Company Name):.....

Registration number (if Relevant):.....

Address:.....

.....

Telephone number:.....

Facsimile number:.....

Attention:.....

E-mail address:.....

In Witness this Agreement has been executed by or on behalf of the Principal and NFPAS on the date set out above.

Signed by:.....	Signed by:.....
Print name:.....	Print name:.....
For and on behalf of:.....	
.....	For and on behalf of NFPAS LIMITED

IT IS AGREED BY THE PRINCIPAL AND NFPAS as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement (including the first page and Recitals), unless the context otherwise requires, the following words and expressions shall bear the following meanings:

"**Act**" means the Electricity Act 1989 or the NI Electricity Order as applicable;

"**Agreed Purposes**" means the auction, sale and Purchase of ROCs and/or REGOs in accordance with the terms of this Agreement;

"**Auction**" has the meaning given in the e-ROC and e-REGO Auction Code;

"**Auction Date**" means the date on which the Auction is held;

"**Auction Period**" means the time periods within which bids may be submitted in respect of the sale of any ROCs and/or REGOs as specified by NFPAS on the Auction Site from time to time;

"**Auction Site**" has the meaning given in the e-ROC and e-REGO Auction Code;

"**Authority**" means the Gas and Electricity Markets Authority established under the Utilities Act 2000 or the Northern Ireland Authority for Energy Regulation created under Article 3 of the NI Energy Order, as applicable, or any successor from time to time;

"**Banking Day**" means any day other than: (a) Saturday or Sunday; (b) Christmas Day or Good Friday; or (c) a day which is a bank holiday under the Banking and Financial Dealings Act 1971 in any part of the United Kingdom;

"**Barclays Bank Base Rate**" means interest at an annual rate equal to the base rate of Barclays Bank Plc published from time to time (or if that rate ceases to be published the Bank of England base rate);

"**Commencement Date**" means the date of this Agreement or such other date as may be agreed by the parties;

"**Contract Fee**" has the meaning given in Schedule 2;

"**Contract Year**" means each successive period commencing on 1 April and ending on 31 March in the next succeeding calendar year during the term of this Agreement, provided that the first Contract Year shall commence on the Commencement Date and the last Contract Year shall end on the Expiry Date or earlier termination of the contract term if occurring prior to 31 March in the current Contract Year;

"**Controller**", "**data controller**", "**processor**", "**data processor**", "**data subject**", "**personal data**", "**processing and appropriate technical and organisational measures**" means as set out in the Data Protection Legislation in force at the time.

"**Data Discloser**" has the meaning set out in Clause 13.8.1.

"**Data Protection Legislation**" all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

"Data Recipient" has the meaning set out in Clause 13.8.1.

"e-ROC and e-REGO Auction Code" means the code of that name as published by NFPAS from time to time, and as amended in respect of any Auction in accordance with Clause 4.6;

"e-ROC and e-REGO Conditions of Sale" means the terms and conditions for the sale of ROCs and/or REGOs published by NFPAS from time to time, and as amended in respect of any Auction in accordance with Clause 4.6;

"Expiry Date" means the date of termination of this Agreement under Clause 10 or such other date as the parties may agree;

"Force Majeure" means, any circumstances beyond the reasonable control of the affected party including without prejudice to the generality of the foregoing any act of God, act or regulation of any governmental or supra-national authority, war or national emergency, terrorist act, accident, epidemic, fire, riot, strike, lock-out, or other form of industrial action provided always, that lack of funds or failure to pay shall not be interpreted as beyond the reasonable control of such party;

"Liability Cap" means, in respect of each Contract Year, the sum of £100,000;

"Listing Fee" has the meaning given in the Schedule 1;

"Lot" has the meaning given in the e-ROC and e-REGO Auction Code;

"Month" means a calendar month;

"NI Department" means the Department of Enterprise Trade and Investment in Northern Ireland or any successor from time to time;

"NI Electricity Order" means the Electricity (Northern Ireland) Order 1992;

"NI Energy Order" means the Energy (Northern Ireland) Order 2003;

"Obligation period" has the meaning given in the RO Order, the ROS Order or the RO(NI) Order, as applicable;

"Permitted Recipients" The parties to this Agreement, the employees of each party, any third parties engaged to perform obligations in connection with this Agreement.

"Reserve Price" has the meaning given in the Schedule 1;

"Revised Contract Fee" has the meaning given in Clause 10.3;

"ROC" means a ROC as defined in the RO Order, a SROC as defined in the ROS Order or a NIROC as defined in the RO(NI) Order, issued by the Authority to the Principal or otherwise registered in the name of the Principal in the ROC Register;

"REGO" means a guarantee of origin as defined in the Electricity (Guarantees of Electricity Produced from Renewable Energy Sources) Regulations 2003 and the Electricity (Guarantees of Electricity produced from renewable energy sources) Regulations (Northern Ireland) 2003; **"ROC or REGO Register"** means the "Register" as defined in the RO Order, the ROS Order, the RO(NI) Order; or the Electricity Regulations 2003, Electricity Regulations (Northern Ireland) 2003 respectively maintained by or on behalf of the Authority for the purposes of the RO Order, the ROS Order, the RO(NI) Order; or the Electricity Regulations 2003, Electricity Regulations (Northern Ireland) 2003

"RO Order" means the Renewables Obligation Order 2009;

"**RO(NI) Order**" means the Renewables Obligation Order (Northern Ireland) 2009;

"**ROS Order**" means the Renewables Obligation (Scotland) Order 2009;

"**Shared Personal Data**" the personal data to be shared between the parties under Clause 13.8 of this Agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- (a) the names of current employees;
- (b) their geographical and email addresses;
- (c) their work and mobile telephone numbers;
- (d) any other data agreed between the parties in writing to be Shared Personal Data.

"**Specified Day**" has the meaning given in the RO Order, the ROS Order or the RO(NI) Order, Electricity Regulations 2003, Electricity Regulations (Northern Ireland) 2003 as applicable;

"**Specified ROCs and/or REGOs**" means the ROCs and/or REGOs notified to NFPAS by the Principal from time to time to be made available for sale under this Agreement and "**Specified ROC**" and "**Specified REGO**" shall be construed accordingly; and

"**Successful Bidder**" has the meaning given in the e-ROC and e-REGO Auction Code.

1.2 Interpretation

In this Agreement:

- 1.2.1 references in the singular shall include references in the plural and vice versa, and words denoting natural persons shall include corporations and any other legal entity and vice versa;
- 1.2.2 references to the word "including" are to be construed without limitation;
- 1.2.3 references to any statute or statutory instrument or any section of, or schedule to, or other provisions of a statute or statutory instrument shall be construed, at any particular time, as including a reference to any modification, extension or re-enactment thereof then in force and to all instruments, orders or regulations then in force and made under or deriving validity from such statute or provision (as the same may have been so modified, extended or re-enacted from time to time);
- 1.2.4 except to the extent that the context requires otherwise references to a particular Clause, Schedule or Appendix shall be references to that clause, or schedule in or appendix to this Agreement;
- 1.2.5 except to the extent that the context requires otherwise, any reference to "the Agreement" or "this Agreement" is a reference to it as amended, supplemented or novated from time to time and includes a reference to any document which amends, is supplemental to, novates or is entered into, made or given pursuant to or in accordance with any terms of it; and
- 1.2.6 the headings are inserted for convenience only and are to be ignored for the purposes of construction.

2. APPOINTMENT

The Principal appoints NFPAS as its sole and exclusive agent to sell the Specified ROCs and/or REGOs on its behalf in accordance with the provisions of this Agreement, the e-ROC and e-REGO Conditions of Sale and the e-ROC and e-REGO Auction Code and NFPAS agrees to act in this capacity in accordance with the provisions of this

Agreement, the e-ROC and e-REGO Conditions of Sale and the e-ROC and e-REGO Auction Code. For the avoidance of doubt, the Principal understands and agrees that NFPAS shall be offering and providing similar services to other persons.

3. TERM OF APPOINTMENT

The appointment of NFPAS as agent pursuant to this Agreement shall commence on the Commencement Date and shall continue until the Expiry Date.

4. OBLIGATIONS OF NFPAS

NFPAS hereby agrees with the Principal:

4.1 Sale of ROCs and/or REGOs

To carry out the function of agent for the Principal for the purpose of selling the Specified ROCs and/or REGOs (and collecting payment therefor) on behalf of the Principal in accordance with the terms of this Agreement, the e-ROC and e-REGO Conditions of Sale and the e-ROC and e-REGO Auction Code.

4.2 Auction

To invite bids for the sale of the Specified ROCs and/or REGOs under the terms of the e-ROC and e-REGO Conditions of Sale by holding Auctions from time to time and in any event no later than four months from the date on which the Principal makes the Specified ROCs and/or REGOs available for sale or failing which, if later, such date as may be agreed by the Principal, to notify the Principal of such Auctions by publishing the Auction Date on the Auction Site at least 15 Banking Days prior to the relevant Auction Date, to maintain an Auction Site and to operate the e-ROC and e-REGO Auction Code in respect of such Auctions.

4.3 Failure to hold Auction or Sale of ROCs and/or REGOs

If an Auction is not held in respect of the Specified ROCs and/or REGOs or the Specified ROCs and/or REGOs are not sold within the period referred to in Clause 4.2 then the Principal may withdraw those Specified ROCs and/or REGOs made available and NFPAS:

4.3.1 shall immediately transfer back to the Principal, or such other party as the Principal may direct, any Specified ROCs and/or REGOs held by NFPAS on behalf of the Principal; and

4.3.2 agrees that no Contract Fee or Listing Fee (if applicable) shall be payable in respect of such withdrawn Specified ROCs and/or REGOs

4.4 Description as Agent

To make a statement on the Auction Site that NFPAS acts as agent for the Principal (together with any other principal to whom NFPAS may, in its sole discretion, provide similar services from time to time) and that it makes sales of the Specified ROCs and/or REGOs on behalf of the Principal.

4.5 e-ROC and e-REGO Conditions of Sale

To make any sale of the Specified ROCs and/or REGOs pursuant to this Agreement as agent for the Principal and subject to the e-ROC and e-REGO Conditions of Sale and the e-ROC and e-REGO Auction Code.

4.6 Changes to the e-ROC and e-REGO Auction Code and the e-ROC and e-REGO Conditions of Sale

That NFPAS may make changes, in its discretion, to the e-ROC and e-REGO Auction Code or the e-ROC and e-REGO Conditions of Sale in respect of future Auctions in respect of Specified ROCs and/or REGOs which have not yet been made available to

NFPAS for sale. Any such revisions to the e-ROC and e-REGO Auction Code or the e-ROC and e-REGO Conditions of Sale will be posted on the website of NFPAS. NFPAS shall notify the Principal of any change to either the e-ROC and e-REGO Auction Code or the e-ROC and e-REGO Conditions of Sale which is material to the Principal. NFPAS shall not make any material changes to the e-ROC and e-REGO Conditions of Sale or the e-ROC or e-REGO Auction Code in relation to a Specified ROC or REGO already made available to NFPAS for sale without the consent of the Principal, such consent not to be unreasonably withheld or delayed.

4.7 Notification

To notify the Principal within 1 Banking Day of the end of an Auction of the total number of Specified ROCs and/or REGOs that have been sold to Successful Bidders on its behalf and the total amount payable by Successful Bidders to NFPAS in respect of the total amount of such Specified ROCs and/or REGOs

4.8 Right to Rescind

Not to exercise the right to rescind a sale under the e-ROC and e-REGO Auction Code without the consent of the Principal.

4.9 Withdrawal

To withdraw, postpone or cancel the sale of the Specified ROCs and/or REGOs from the Auction upon request by the Principal, provided such request is received no less than 3 Banking Days before the start of the Auction and upon request by the Principal to withdraw, postpone or cancel the sale of the Specified ROCs and/or REGOs at an Auction upon being notified by the Principal of an error in the information provided relating to such Specified ROCs and/or REGOs, provided such notification is received prior to the commencement of the Auction. NFPAS reserves the right to refuse to auction Specified ROCs and/or REGOs which are not transferred to NFPAS in accordance with Clause 6.1.1.

4.10 Revocation of ROCs and/or REGOs

To remit all sums received from the Principal pursuant to Clause 6.1.5 to the Successful Bidder within 5 Banking Days of receipt.

4.11 Standard of Service

To exercise all reasonable skill and care in the performance of its duties hereunder and to act faithfully on behalf of the Principal.

5. INDEMNITY

The Principal hereby covenants with NFPAS to indemnify and keep NFPAS and its officers, employees, agents and sub-contractors fully indemnified against any and all damages, losses, costs (including reasonable legal costs), claims or expenses suffered by NFPAS, its officers, employees, agents or sub-contractors in respect of a breach by the Principal of the e-ROC and e-REGO Auction Code or this Agreement or otherwise in the course of selling the Specified ROCs and/or REGOs or carrying on the agency or its other obligations hereunder or in any contract collateral hereto (including for the avoidance of doubt any non recovery of Value Added Tax) save to the extent that the same has arisen as a direct result of the wilful default or negligence of NFPAS or its officers, employees, agents or sub-contractors or the failure by NFPAS to perform its obligations under this Agreement or the e-ROC and e-REGO Auction Code or the e-ROC and e-REGO Conditions of Sale.

6. OBLIGATIONS OF THE PRINCIPAL

6.1 Agreements

The Principal hereby agrees with NFPAS:

6.1.1 Availability of ROCs and/or REGOs

To transfer to NFPAS for sale under the Auction the Specified ROCs and/or REGOs such that NFPAS receives the Specified ROCs and/or REGOs in its ROC or REGO Register no later than 3 Banking Days prior to the Auction Date and in each case to identify to NFPAS:

- (A) the unique number given to each ROC or REGO by the Authority; and
- (B) any other information in respect of such ROCs and/or REGOs as NFPAS, acting reasonably, may require to operate the Auction or otherwise to discharge its obligations under this Agreement,

on making the Specified ROC or REGO available for sale in accordance with the terms of this Agreement.

6.1.2 Correction of information

To inform promptly NFPAS if such information is discovered to be incorrect.

6.1.3 Sale and Delivery of ROCs and REGOs

That NFPAS is authorised by the Principal to procure the sale of any Specified ROCs and/or REGOs transferred to NFPAS pursuant to Clause 6.1.1 to the relevant Successful Bidder and to procure the transfer of such Specified ROCs and/or REGOs to NFPAS and subsequently to the Successful Bidder and NFPAS shall be authorised on behalf of the Principal to act for it in respect of requests for amendments to be made to the ROC or REGO Register in respect of such Specified ROCs and/or REGOs.

6.1.4 Information to the Authority

To provide to the Authority all information (which shall be true and accurate) (i) where the Specified ROCs and/or REGOs have not been issued by the Authority to the Principal at the Commencement Date, necessary for the issue of the Specified ROCs and/or REGOs by the Authority to the Principal and, (ii) for the Specified ROCs and/or REGOs to be transferred to NFPAS and by NFPAS to the Successful Bidder, including the completion and submission to the Authority of a "Transfer Request Form" in respect of each Specified ROC or REGO or such other form of notification as may be specified by the Authority from time to time.

6.1.5 Revocation of ROCs and/or REGOs

That if any ROCs and/or REGOs sold by NFPAS pursuant to this Agreement are revoked by the Authority (whether before or after the expiry or termination of this Agreement) after the Successful Bidder has made payment in respect of the ROC or REGO and such payment has been remitted to the Principal pursuant to Clause 7.1.2 the Principal must pay to NFPAS (within 3 Banking Days of receipt on an invoice from NFPAS) such amount required to refund the Successful Bidder.

6.1.6 Access to Information

That NFPAS shall have no obligation to disclose to the Principal any information concerning the Auction (including the number of or identity of bidders, the price bid by a bidder or the price paid by a Successful Bidder for

one or more ROCs and/or REGOs) other than as required pursuant to Clause 4.7. and 7.1.4

6.1.7 **Intellectual Property**

That, and acknowledges that, all copyright, trade marks, and other intellectual property rights in and relating to the Auction, the Auction Site and the NFPAS ROC or REGO Auction Code are owned by NFPAS, Non-Fossil Purchasing Agency Limited or its or their third party licensors.

6.1.8 **Revocation Notice**

To notify NFPAS, or procure (insofar as it is possible, acting reasonably, to procure) that the Authority notifies NFPAS, as soon as reasonably practicable in the event that any ROC or REGO transferred to NFPAS for sale in the Auction is or will be revoked. For the avoidance of doubt, and notwithstanding any other provision of this Agreement, NFPAS shall have no obligation to sell a revoked ROC or REGO on behalf of the Principal.

6.2 **Acknowledgements**

The Principal hereby acknowledges that NFPAS will not be responsible for or liable for:

- 6.2.1 the validity, enforceability or effectiveness of the e-ROC and e-REGO Conditions of Sale;
- 6.2.2 the failure of any Successful Bidder duly and punctually to observe or perform any of its obligations under the e-ROC and e-REGO Conditions of Sale; or
- 6.2.3 the consequences of relying on any communication or document reasonably believed by NFPAS to be genuine and correct and in particular any such document provided by the Principal in respect of the information required under Clause 6.1.

6.3 **Warranty of title and registration**

The Principal warrants to NFPAS that to the best of its knowledge and belief:

- 6.3.1 it is the sole owner of the ROCs and/or REGOs identified to NFPAS for sale in the Auction pursuant to Clause 6.1.1 and that it has an unrestricted right to transfer title to NFPAS and the Successful Bidder free from all third party rights or claims; and
- 6.3.2 the ROCs and/or REGOs transferred to NFPAS for sale have been issued to the Principal by the Authority or have otherwise been properly registered in the name of the Principal in the ROC or REGO Register in accordance with the RO Order, the ROS Order, the RO(NI) Order or Electricity Regulations 2003, Electricity Regulations (Northern Ireland) 2003 and have not been revoked and as at the date of such transfer it knows of no reason by which such ROCs and/or REGOs would be revoked in the future.

7. **FINANCIAL PROVISIONS**

7.1 **Obligations of NFPAS**

NFPAS hereby agrees with the Principal:

7.1.1 **Invoicing the Successful Bidder**

To send an invoice to the Successful Bidder for amounts payable under the e-ROC and e-REGO Conditions of Sale in respect of the Specified ROCs and/or REGOs within 1 Banking Day of completion of the relevant Auction.

7.1.2 Accounting for Sums Received

To pay to the Principal within 1 Banking Day of receipt of the total sum received by NFPAS in respect of the sale of ROCs and/or REGOs pursuant to this Agreement in respect of each Auction or, if later, within 5 Banking Days of receipt of an invoice (including a VAT invoice) from the Principal in respect of the same provided that NFPAS shall be entitled to and shall set off any amounts due to NFPAS from the Principal under Clause 7.2 or otherwise under this Agreement from such payment (and NFPAS shall render an invoice (including a VAT invoice) in respect of such set-off amount in accordance with Clause 7.1.3 accordingly).

7.1.3 VAT

To deliver to the Principal a VAT invoice in respect of any amount under this Agreement for which VAT is payable by the Principal.

7.1.4 Failure of Successful Bidder to Pay or Disputes

In the event that payment is not made by the Successful Bidder by the due date or there is a dispute:

- (A) To notify the Principal within 3 Banking Days of the due date of such non-payment or dispute and the identity of the Successful Bidder;
- (B) To consult with the Principal within 5 Banking Days of the due date of such non-payment or of the dispute as to the action to be taken to recover from the Successful Bidder the total amount due under the e-ROC and e-REGO Conditions of Sale in respect of the Specified ROCs and/or REGOs;
- (C) To keep the Principal informed of any material steps taken by NFPAS to recover such payments or settle the dispute;
- (D) To provide to the Principal all information it reasonably requests in connection with any action taken by the Principal for breach of contract;
- (E) Not to exercise the right of rescission contained in Clause 11(B) of the e-ROC and e-REGO Conditions of Sale in respect of the Specified ROCs and/or REGOs without the consent of the Principal, such consent not to be unreasonably withheld or delayed;
- (F) Not to exercise the right to offer the Lot to an unsuccessful bidder contained in Clause 11(C) of the e-ROC and e-REGO Conditions of Sale in respect of the Specified ROCs and/or REGOs without the consent of the Principal; and
- (G) If the Specified ROCs and/or REGOs have not been transferred to the Successful Bidder, to transfer back all the Specified ROCs and/or REGOs to the Principal within fourteen Banking Days of the date the payment was due to be made, such transfer to be made at the discretion of the Principal.

Any amount recovered by NFPAS (including any interest) less the reasonably incurred costs and expenses of NFPAS in connection with any such recovery or dispute to the extent that NFPAS has not recovered the same from the Successful Bidder or any other parties participating in an Auction shall be remitted to the Principal. The provisions of this Clause 7.1.4, the e-ROC and

e-REGO Conditions of Sale and the e-ROC and e-REGO Auction Code are the full extent of NFPAS's obligations in relation to collecting sums due from the Successful Bidder unless otherwise agreed with the Principal.

7.1.5 Interest

Any amount due and properly payable by NFPAS to the Principal pursuant to this Agreement and remaining unpaid at the expiry of the relevant period for payment shall bear interest thereafter, such interest to accrue from day to day and to be compounded with monthly rests at a rate equal to the Barclays Bank Base Rate from (but excluding) the date of expiry of any such period until (but excluding) the date upon which the amount due is actually received by the Principal whether before or after the date of any judgement.

7.1.6 Payment

Payment of any amount due to the Principal under this Agreement shall be by direct bank transfer to such sterling denominated bank account as the Principal shall notify to NFPAS from time to time.

7.2 Obligations of the Principal

The Principal agrees:

7.2.1 Contract Fee and Listing Fee

To pay the Contract Fee and Listing Fee (if applicable) together with any VAT within 5 Banking Days of receipt of an invoice unless such amount has been deducted or set off by NFPAS in accordance with Clause 7.2.3.

7.2.2 VAT

To pay to NFPAS within 3 Banking Days of a written request (including a VAT invoice, where applicable) all amounts becoming due from time to time in respect of the sale of Specified ROCs and/or REGOs on account of VAT (or any tax in substitution therefore) to the extent that such amounts have not been previously paid by the Principal to NFPAS or deducted by NFPAS from the monies held by it on behalf of the Principal and to deliver to NFPAS a VAT invoice in respect of any amount under this Agreement for which VAT is payable by NFPAS, including the amount notified by NFPAS to the Principal pursuant to Clause 4.7 or 7.1.2.

7.2.3 Set-Off

To allow NFPAS to deduct or set-off any amount due to NFPAS under this Agreement against monies received by NFPAS in respect of the sale of ROCs and/or REGOs.

7.2.4 Monies Received

Nothing in this Agreement shall render NFPAS liable to account for monies due in respect of the sale of ROCs or REGOs which have not actually been received by NFPAS unless NFPAS transferred some or all of the Specified ROCs and/or REGOs without first receiving full payment for such Specified ROCs and/or REGOs

7.2.5 Payment

Payment of any amount due to NFPAS under this Agreement shall be by direct bank transfer to such bank account in the United Kingdom as NFPAS may notify to the Principal from time to time. Any such payment shall be made free of any restrictions or conditions and withholding (except to the extent

required by law) on account of any other amount, whether by way of set-off or otherwise.

7.2.6 **Repayments**

To pay to NFPAS within 10 Banking Days of demand such amount required by NFPAS in order that NFPAS may return to a Successful Bidder monies paid by the Successful Bidder to NFPAS that are determined or agreed between NFPAS and the Successful Bidder, acting reasonably, not to have been properly due from the Successful Bidder.

7.2.7 **Defaults and disputes**

To pay an amount representing the reasonable costs and expenses of NFPAS in respect of action taken by NFPAS acting reasonably under Clause 7.1.4 unless such amount has been deducted or set off by NFPAS in accordance with such clause provided that:

- (i) NFPAS has first taken all reasonable endeavours to recover any such amount from the Successful Bidder or any other parties participating in an Auction; and
- (ii) the Principal shall pay such amount to the extent that NFPAS has not recovered the same from the Successful Bidder or any such parties participating in an Auction.

8. **LIABILITY**

8.1 **Exclusion of Liability**

Neither NFPAS nor its officers, agents, and sub-contractors will be liable for any loss of profit or goodwill or for indirect or consequential loss (including any loss arising out of any liability of the Principal to any other person) resulting from negligence or any other tort or any breach of contract on the part of NFPAS or any of its officers, employees, agents or sub-contractors arising out of any act, event or circumstance or series of acts, events or circumstances relating to this Agreement or otherwise in the course of selling the Specified ROCs and/or REGOs and all conditions, warranties or other terms whatsoever inconsistent with the provisions of this sub-clause are hereby expressly excluded.

8.2 **Limitation of Liability**

Subject to Clauses 8.3, 8.4 and 8.5, the aggregate liability of NFPAS, its officers, employees and agents and sub-contractors to the Principal arising out of any act, omission, event or circumstance or series of acts, omissions, events or circumstances relating to this Agreement, the sale of the Specified ROCs and/or REGOs or with respect to any other matters contemplated herein shall in no circumstances, in respect of any Contract Year, exceed the Liability Cap.

Subject to Clauses 8.3, 8.4 and 8.5, the aggregate liability of the Principal, its officers, employees and agents and sub-contractors to NFPAS arising out of any act, omission, event or circumstance or series of acts, omissions, events or circumstances relating to this Agreement, the sale of the Specified ROCs and/or REGOs or with respect to any other matters contemplated herein shall in no circumstances, in respect of any Contract Year, exceed the Liability Cap.

8.3 **No claims against employees**

The officers and employees of either party shall have no liability to the other party arising from or in connection with this Agreement and neither party will make any claims against any of them save in the case of fraud, fraudulent misrepresentation or any other criminal activity.

8.4 **Liability for Death or Personal Injury**

Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from negligence.

8.5 **Exclusion Prohibited by Law and in relation to Specified ROCs and/or REGOs**

Nothing in this Agreement is intended to limit or exclude any liability on the part of:

8.5.1 NFPAS where and to the extent that applicable law prohibits such exclusion or limitation; and

8.5.2 NFPAS in relation to amounts due to the Principal under Clause 7.1.2.

8.6 **Benefits of Limitation of Liability**

The Principal acknowledges and agrees that NFPAS holds the benefit of Clauses 8.1 to 8.5 for itself and as trustee and agent for and on behalf of and for the benefit of its officers, employees, agents and sub-contractors.

9. **FORCE MAJEURE**

9.1 **Suspension for Force Majeure**

If either party (the "**Affected Party**") is materially prevented, hindered or delayed from performing any of its obligations under this Agreement by reason of an event of Force Majeure, such obligations of the Affected Party and any corresponding or related obligations of the other party shall remain in effect but shall be suspended without liability for a period equal to the duration of the event of Force Majeure provided that:

9.1.1 as soon as reasonably practicable after the start of the event of Force Majeure the Affected Party notifies the other party in writing of the act, event or circumstance relied on, the date on which such act, event or circumstance commenced, the effect of the event of Force Majeure on the Affected Party's ability to perform its obligations under the Agreement; and

9.1.2 the Affected Party continues to use its reasonable endeavours to perform its obligations under the Agreement.

9.2 **Notification**

Immediately after the end of the event of Force Majeure the Affected Party shall notify the other party in writing that the event of Force Majeure has ended and shall resume performance of its obligations under this Agreement. For the avoidance of doubt, neither party shall be released from any of its obligations under this Agreement as a result of an event of Force Majeure, and this Agreement shall, subject to Clause 3, 10 and 11, remain in effect for the duration of an event of Force Majeure.

10. **TERMINATION**

10.1 **Rights of Termination**

Either Party may terminate this Agreement upon:

10.1.1 the occurrence of an Event of Default in respect of the other Party;

10.1.2 giving not less than twelve months' notice to the other Party; or

10.1.3 upon this Agreement being suspended by reason of Clause 9.1 for a continuous period of not less than 30 Banking Days.

10.2 **Event of Default**

"**Event of Default**" means the occurrence at any time in respect of either party (the "**defaulting party**") of any of the following events, (the "**non-defaulting party**")

being NFPAS where the defaulting party is the Principal, or the Principal where the defaulting party is NFPAS):

- 10.2.1 if the defaulting party defaults in the performance of any of its material obligations under the Agreement and in the case of a default which is, in the opinion of the non-defaulting party (acting reasonably), capable of remedy such default continues unremedied at the expiry of 30 days following the date on which the non-defaulting party shall have given notice thereof to the defaulting party; or
- 10.2.2 on the defaulting party failing to pay (other than by inadvertent error in funds transmission which is discovered by the defaulting party, notified to the non-defaulting party and corrected within 4 Banking Days of such notification) any amount due from it pursuant to the terms of the Agreement and such default is unremedied at the expiry of the period 7 Banking Days immediately following receipt by the defaulting party of written notice from the non-defaulting party of such non-payment; or
- 10.2.3 on the occurrence of any of the following in respect of the defaulting party:
 - (A) passing a resolution for the defaulting party's winding-up (other than for the purpose of and followed by a solvent reconstruction or amalgamation) or summoning a meeting to pass any such resolution; or
 - (B) the defaulting party having a petition for a winding-up order presented against it and such petition is not dismissed within 30 days; or
 - (C) any step is taken to appoint an administrator in relation to the defaulting party and such step is not dismissed within 30 days; or
 - (D) a receiver, administrative receiver, receiver and manager or similar officer being appointed by any person of all or any part of the defaulting party's property, assets or undertaking; or
 - (E) the defaulting party making a proposal for a voluntary arrangement as defined in section 1 of the Insolvency Act 1986; or
 - (F) the defaulting party entering into any other arrangement with its creditors or any of them; or
 - (G) the defaulting party being unable to pay its debts for the purposes of section 123 of the Insolvency Act 1986 or any distress, execution or other process being levied upon the whole or a substantial part of the defaulting party's assets; or
 - (H) a material proposal or imminent threat to do any of the above acts or things being made; or an event analogous to the aforesaid occurring in whatever jurisdiction,

except that the Event of Default shall not be deemed to have occurred if within 7 days of a request by the non-defaulting party the defaulting party provides to the non-defaulting party a guarantee of performance of the obligations of the defaulting party under the Agreement in such form and amount as the non-defaulting party (acting reasonably) may require.

10.3 Termination for Change in Law

If as a result of any change of law after the date of this Agreement NFPAS will suffer or incur additional costs or expenses in respect of the performance of this Agreement, or the performance of this Agreement will otherwise be rendered materially different than as at the date of this Agreement, NFPAS may notify the Principal of a proposed revision to the Contract Fee (the "**Revised Contract Fee**") and shall provide details of such additional costs or expenses, or the materially different performance (as

appropriate) and any steps taken by NFPAS to mitigate any such additional costs and expenses. The Principal shall notify NFPAS within 10 Banking Days of such notification whether or not it agrees to the Revised Contract Fee. If the Principal agrees to the Revised Contract Fee, the Revised Contract Fee shall replace the Contract Fee from the date that the relevant change takes effect (or such other date agreed between the parties), applying pro-rata to the remaining part of the current Contract Year (if appropriate). If the Principal does not agree to such Revised Contract Fee this Agreement will continue unamended in relation to the same and either party may terminate this Agreement on giving the other party 28 days' notice.

10.4 Survival of Rights on Termination

Termination of the Agreement shall be without prejudice to any accrued rights or obligations of the parties up to the date of termination and the provisions of Clause 11 shall remain in full force and effect notwithstanding termination.

10.5 Specified ROCs and/or REGOs on Termination

If the termination of this Agreement has effect during an Auction Period the sale of Specified ROCs and/or REGOs in respect of such Auction shall proceed in accordance with the terms of this Agreement. Subject to the terms of this Agreement, NFPAS agrees on termination to transfer back to the Principal or such other party as the Principal may direct any Specified ROCs and/or REGOs held by NFPAS which have not been sold pursuant to this Agreement.

11. CONFIDENTIALITY AND ANNOUNCEMENTS

11.1 General Restriction

Subject to the exceptions provided in Clause 11.2, neither of the parties shall, at any time prior to or within 2 years after the termination or expiry of this Agreement, without the prior written consent of the other, divulge or suffer or permit its officers, employees, agents or sub-contractors to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them properly to carry out their duties) any of the contents of this Agreement or any commercially confidential information relating to the negotiations concerning the same or any commercially confidential information which may come to a party's knowledge in the course of such negotiations or otherwise concerning the operations, contracts, commercial or financial arrangements or affairs of the other party.

11.2 Exceptions

The restrictions imposed by Clause 11.1 shall not apply to the disclosure of any information:

- 11.2.1 which now or hereafter comes into the public domain otherwise than as a result of a breach of an undertaking of confidentiality or which is obtainable with no more than reasonable diligence from sources other than the parties hereto;
- 11.2.2 which is required by law to be disclosed to any person who is authorised by law to receive the same under the RO Order, the ROS Order, the RO(NI) Order; or the Electricity Regulations 2003, Electricity Regulations (Northern Ireland) 2003
- 11.2.3 which is required to be disclosed by the regulations of any recognised exchange upon which the share capital of the party making the disclosure is or is proposed to be from time to time listed or dealt in;
- 11.2.4 to a court, arbitrator or administrative tribunal in the course of proceedings before it to which the disclosing party is a party;
- 11.2.5 to the Authority and otherwise in accordance with the provisions of the RO Order, the ROS Order, the RO(NI) Order; or the Electricity Regulations 2003, Electricity Regulations (Northern Ireland) 2003 or the RO(NI) Order, or

pursuant to any licence of the party concerned held under Section 6 of the Act or Article 10 of the NI Electricity Order;

- 11.2.6 to any consultants, banks or advisers to the disclosing party;
- 11.2.7 from any party to any instrument or agency of Government or the European Union having jurisdiction in respect of inter-state commerce, competition or energy;
- 11.2.8 to the Authority, the Secretary of State or the Scottish Ministers or the NI Department under the Act and their respective agents to enable the Authority, the Secretary of State or the Scottish Ministers or the NI Department under the Act to monitor developments concerning the generation of electricity from non-fossil fuel sources;
- 11.2.9 by NFPAS to any person as to the total number of ROCs and/or REGOs (or ROCs and/or REGOs of a particular type) that have been sold to Successful Bidders in any Auction and the total amount payable by Successful Bidders to NFPAS in respect of such ROCs and/or REGOs or details of any ROC or REGO that has been revoked; and
- 11.2.10 by NFPAS to its sub-contractors to the extent required to enable such sub-contractor to carry out NFPAS' obligations under this Agreement provided that such sub-contractor shall be made aware by NFPAS of its obligations under this Agreement and shall be required by NFPAS to observe the same restrictions on the use of the confidential information as are contained in this Clause 11.

11.3 Disclosure to Third Parties

Before any party hereto discloses any information in any of the circumstances described in Clause 11.2.6 (other than to legal advisers), it shall

- 11.3.1 notify the other party of its intention to make such disclosure; and
- 11.3.2 procure the execution and delivery to that party of an undertaking executed by the person to whom the disclosure is proposed to be made being in the same terms mutatis mutandis as the undertakings contained in this Clause, but excluding Clause 11.2.6.

11.4 Announcements

- 11.4.1 Subject to Clause 11.4.2, neither party shall issue public announcements regarding this Agreement without first having obtained prior approval of a copy of the announcement from the other party (such approval not to be unreasonably withheld or delayed).
- 11.4.2 The restrictions imposed by Clause 11.4.1 shall not apply to the disclosure of any information which is required to be disclosed by the regulations of any recognised exchange upon which the share capital of the party making the disclosure is or is proposed to be from time to time listed or dealt in.

12. MISCELLANEOUS

12.1 Dispute Resolution

This Agreement shall be governed by and construed in accordance with English law and each party agrees that the Courts of England shall have exclusive jurisdiction to settle any disputes which arise out of or in connection with this Agreement and both parties waive any objection to proceedings being brought in the English courts on the ground of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

12.2 Entire Agreement

This Agreement, together with agreements referred to herein, represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the parties with respect thereto and without prejudice to the generality of the foregoing excludes any warranty, condition or other undertaking implied at law or by custom.

12.3 No other Representation

Each party confirms that, except as provided in this Agreement and without prejudice to any liability for fraudulent misrepresentation, neither party has relied on any representation or warranty or undertaking which is not contained in the Agreement or any document referred to in it or which was made by the other party who is not a party to this Agreement and neither party shall have any remedy in respect of misrepresentation or untrue statement made by the other party (whether innocently or negligently) unless and to the extent that a claim lies in respect of any express representation or warranty or undertaking which is contained in this Agreement.

12.4 Notices

12.4.1 Any notice, approval, consent or other communication to be given by one party to the other under, or in connection with the matters contemplated by this Agreement shall be addressed to the recipient and sent to the address or facsimile number or e-mail address (where specified) of such other party given for the purpose and marked for the attention of the person so given or to such other address and/or facsimile number and/or e-mail address and/or marked for such other attention as such other party may from time to time specify by notice given in accordance with this clause to the party giving the relevant notice or communication to it.

12.4.2 Any notice or other communication to be given by any party to the other, or in connection with the matters contemplated by, the Agreement shall be in writing in the English language and shall be given by letter delivered by hand or sent by first class prepaid post (airmail, as appropriate, if overseas) or facsimile, or sent by electronic mail and shall be deemed to have been received:

(A) in the case of delivery by hand, when delivered; or

(B) in the case of first class prepaid post, on the second day following the day of posting or (if sent overseas by airmail, as appropriate,) on the fifth day following the day of posting; or

(C) in the case of facsimile, on acknowledgement of the addressee's facsimile receiving equipment (where such acknowledgement occurs before 1700 hours on the day of acknowledgement) and in any other case on the day following the day of acknowledgement; or

(D) in the case of notice given by electronic mail, when the communication is first stored in the recipient's electronic mail box. The place of receipt of e-mail will be deemed to be the postal address nominated by the recipient for the service of notices.

12.4.3 The particulars for notices of communications to be given to the Principal, until otherwise notified, are set out in the first page of this Agreement and the particulars for notices of communications to NFPAS, until otherwise notified, are:

Address: 4th Floor

Higham House
Higham Place
New Bridge Street West
Newcastle-upon-Tyne
NE1 8AN

Telephone Number: 0191-245 7330
Facsimile Number: 0191-245 7331
Attention: Commercial Director
Email address: hello@epower.net

12.5 Counterparts

This Agreement may be executed in counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but with the counterparts shall together constitute one and the same instrument.

12.6 Waiver

No delay by or omission of any party in exercising any right, power, privilege or remedy under this Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or future exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

12.7 Variation

No variation to this Agreement shall be effective unless made in writing and signed by or on behalf of the Principal and NFPAS.

12.8 Assignment and Transfer

Subject to Clause 12.9, neither party may transfer or assign any of its rights or obligations under this Agreement nor enter into any sub-contracted relationships with any person relating to the performance of its obligations under this Agreement or delegate the performance of any of its obligations under this Agreement without in any case the prior written consent of the other party, such consent not to be unreasonably withheld, with the exception that the Principal reserves the right to assign its rights or obligations under this Agreement by way of security to a bank or financial institution upon giving 14 days' notice to NFPAS.

12.9 Agent

The Principal agrees that NFPAS may appoint as its agent or contractor:

- 12.9.1 a member of the group of companies to which it belongs, including Non-Fossil Purchasing Agency Limited; or
- 12.9.2 subject to the Principal's prior written consent (such consent not to be unreasonably withheld or delayed), a third party,

to perform all or any of its obligations or exercise all or any of its rights under this Agreement and may sub-contract performance of this Agreement such agent or

contractor as it sees fit but shall at all times remain liable to the Principal in relation to all such obligations.

13. MISCELLANEOUS

13.1 Third Party Rights

No term of this Agreement is enforceable under the Contract (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

13.2 Relationship of the Parties

Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties hereto.

13.3 Severance

In the event that any provision of this Agreement (other than Clause 13.4) shall be void or unenforceable by reason of any provision of applicable law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and if necessary, be so amended as shall be necessary to give effect to the spirit of this Agreement so far as possible.

13.4 Law

This Agreement shall be governed by, and construed in all respects in accordance with, English Law.

13.5 Compliance with relevant requirements

Each party shall:

13.5.1 comply with all applicable laws, statutes, regulations, and codes from time to time in force, relating to anti-bribery and anti-corruption including the UK Bribery Act 2010 and the Modern Slavery Act 2015 ("**Relevant Requirements**");

13.5.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 or an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in the UK;

13.5.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the UK Bribery Act 2010 and its own policies and procedures in relation to anti-slavery, to ensure compliance with the Relevant Requirements and this Clause 13.5, and will enforce them where appropriate;

13.5.4 Each party shall notify the other immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, representatives or agents have, breached or potentially breached any of the obligations under this Clause 13.5. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the obligations.

13.5.5 Breach of this Clause 13.5 shall be deemed a material breach of this Agreement that is not capable of being remedied.

13.6 Anti-Corruption

13.6.1 Each party shall:

- a) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement;
 - (b) immediately notify the other party (in writing) if a public official becomes one of its officers or employees or acquires a direct or indirect interest in it and each party warrants that it has no public officials as direct or indirect owners, officers or employees at the date of this Agreement);
 - (c) if so requested, annually certify to the other party in writing signed by one of its officers its due compliance with this Clause 13.6 and the due compliance of all persons associated with it under this Clause 13.6.
- 13.6.2 Each Party represents and warrants to the other party that, save as otherwise disclosed in writing prior to the execution of this Agreement, within the 10 years preceding the date of this Agreement neither it nor any of its directors, officers, employees, shareholders, representatives or agents have:
- (a) breached any anti-corruption law or been subject to criminal investigation in relation to corruption; or
 - (b) been suspended from participating in any government organised or controlled bid process due to corruption.
- 13.6.3 For the purpose of this Clause 13.6, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the UK Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 13.6 a "person associated" includes but is not limited to any agent, delegate or subcontractor of a party.
- 13.7 **Modern Slavery**
- 13.7.1 Each party represents and warrants to the other that, save as otherwise disclosed in writing prior to the execution of this Agreement neither it nor any of its directors, officers, employees, shareholders, representatives or agents:
- (a) has committed an offence under the Modern Slavery Act 2015 (an "**MSA Offence**"); or
 - (b) has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 13.7.2 Each party shall notify the other immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, representatives or agents have, breached or potentially breached any of the obligations under this Clause 13.7. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the obligations.
- 13.7.3 If so requested, a party shall respond to periodic requests from the other party to confirm compliance with the Modern Slavery Act 2015 and will provide any further information reasonably requested by that party in relation to its compliance.
- 13.7.4 Breach of this Clause 13.7 shall be deemed a material breach of this Agreement that is not capable of being remedied.

13.8 **Data Protection**

13.8.1 **Shared Personal Data.** This Clause sets out the framework for the sharing of personal data between the parties. Each party acknowledges that one party (the "**Data Discloser**") will regularly disclose to the other party (the "**Data Recipient**") Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

13.8.2 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.

13.8.3 **Particular obligations relating to data sharing.** Each party shall:

- a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- b) give full information to any data subject whose personal data may be processed under this Agreement of the nature such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- c) process the Shared Personal Data only for the Agreed Purposes;
- d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
- f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

13.8.4 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;

- b) promptly inform the other party about the receipt of any data subject access request;
- c) provide the other party with reasonable assistance in complying with any data subject access request;
- d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the personal data;
- h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- i) maintain complete and accurate records and information to demonstrate its compliance with this Clause 13.8 and allow for audits by the other party or the other party's designated auditor; and
- j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

SCHEDULE 1: - SPECIFIC PROVISIONS

IN THE AGREEMENT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

- 1.1 **"Listing Fee"** means the price notified by NFPAS pursuant to paragraph 2.3 of this Schedule being the price which NFPAS considers reasonable in consideration for NFPAS offering for sale the Specified ROCs and/or REGOs at an Auction at the Principal's proposed Reserve Price; and
- 1.2 **"Reserve Price"** means the price notified by the Principal pursuant to paragraph 2.2 of this Schedule as the minimum at which Specified ROCs and/or REGOs will be sold at an Auction.
- 2. Reserve Price**
- 2.1 The provisions of Clause 6 of this Agreement notwithstanding, this paragraph 2 shall be applicable to the sale of Specified ROCs and/or REGOs in respect of which the Principal wishes to specify a Reserve Price.
- 2.2 If the Principal intends to specify a Reserve Price in relation to the sale of Specified ROCs and/or REGOs, it shall notify NFPAS by email not less than 6 Banking Days before the Auction Date specifying:
- 2.2.1 the quantity of Specified ROCs and/or REGOs;
- 2.2.2 the type of Specified ROCs and/or REGOs; and
- 2.2.3 the proposed Reserve Price.
- 2.3 NFPAS shall have the right to reject a proposed Reserve Price by notifying the Principal not less than 4 Banking Days before the Auction Date at which time NFPAS shall state the Listing Fee it would require the Principal to pay as consideration for NFPAS offering to sell the Specified ROCs and/or REGOs at the proposed Reserve Price.
- 2.4 If NFPAS rejects the proposed Reserve Price pursuant to paragraph 2.3 of this Schedule, it shall have no obligation to offer for sale the Specified ROCs and/or REGOs unless the Principal, by written notice to NFPAS given by way of email no less than 3 Banking Days before the Auction Date,
- 2.4.1 revises the Reserve Price to a level acceptable to NFPAS;
- 2.4.2 withdraws the requirement for a Reserve Price; or
- 2.4.3 agrees to pay the Listing Fee.
- 2.5 If the Principal does not revise the Reserve Price, agree to pay the Listing Fee or withdraw the requirement for a Reserve Price in accordance with paragraph 2.4 of this Schedule, NFPAS shall have no obligation to offer for sale the relevant Specified ROCs and/or REGOs and the Principal may make other arrangements for the sale of the relevant Specified ROCs and/or REGOs
- 2.6 If NFPAS does not reject the proposed Reserve Price pursuant to paragraph 2.3 of this Schedule or if the Principal agrees to pay the Listing Fee pursuant to paragraph 2.4, the proposed Reserve Price will become binding for the relevant Auction of the Specified ROCs and/or REGOs.

SCHEDULE 2

CONTRACT FEE

In the Agreement the following term shall have the following meaning:

"Contract Fee" means 50p for each Specified ROC or 10p for each Specified REGO made available for sale under this Agreement in respect of each Auction provided that the minimum amount of the Contract Fee in respect of each Auction shall be £50.00 for e-ROC and £25.00 for e-REGO (in each case exclusive of any VAT).

Request for bank account details

Please provide the following information required to make payments to your account.

BACs payments:

Bank	:	<input type="text"/>
Bank address	:	<input type="text"/>
Account name	:	<input type="text"/>
Account number	:	<input type="text"/>
Sort code	:	<input type="text"/>

OR Please make payment by cheque

Cheque should be made payable to: _____

VAT registration number: _____

Please tick if you do not pay VAT

Authorised by:

Signature : _____

Print name : _____

Company : _____

(where applicable)

Position in company: _____

(where applicable)