Dear Sirs,

**Qualification Deed pursuant to BSC Section J3.3.6**

We are writing to you in your capacity as BSCCo.

Unless otherwise stated or the context otherwise requires any capitalised term in this letter shall have the meaning given to it in the BSC, and references to the BSC are to the BSC as from time to time modified.

We are writing this letter pursuant to the requirement in relation to SVA Data Collectors (“**Relevant Party Agents**”) pursuant to paragraph 3.3.6A of Section J that as a condition of Qualification they enter into this Letter Agreement with BSCCo.

We acknowledge that we have obtained a copy of the latest versions of the BSC and each relevant BSCP from the BSC Website, and undertake to obtain a copy of each modification thereof.

We hereby undertake that, with effect from 6 months after the Relevant Implementation Date of Approved Modification P332 and for the duration of our Qualification as an SVA Data Collector we shall:

1. comply with, and perform all applicable obligations of SVA Data Collectors in accordance with the BSC, as amended, and any other applicable BSC Procedure; and
2. abide by the terms of Section C5, Sections H4 and H9of the BSC as if we were a party to the BSC for the purposes of those Sections

We confirm that for each relevant Metering System:

1. we agree that no compensation shall be payable by BSCCo under this letter in respect of our commitments herein; and
2. we have all necessary rights and authorisations to perform such obligations.

Without prejudice to paragraph (b) above, we confirm that we will promptly notify the Registrant of each relevant Metering System of any relevant arrangements for which we do not have the necessary rights and authorisations.

Where, in respect of any Metering Systems, we do not have a contract with the relevant Customer and we do not have a contract with the Registrant of those Metering System, we may notify that Registrant requesting that they de-appoint us. If they fail to do so promptly (and in any event within 3 Working Days) of notification from us, this Letter Agreement shall cease to apply as between us and the Registrant for the purposes of those Metering Systems.

Except as set out below, this Letter Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

In respect of any Metering System for which we are appointed as SVA Data Collector:

1. the Supplier that is the Registrant of such Metering System may enforce the provisions of this Letter Agreement against us as if it was a party to this Letter Agreement under the terms of the Contracts (Rights of Third Parties) Act 1999; and
2. notwithstanding Section H9.7, in the event of a conflict between the terms of this Letter Agreement and the terms of any direct contract between us and the Registrant, the terms of the direct contract between the Registrant and us shall prevail.

Other than as expressly set out in this Letter Agreement, nothing in this Letter Agreement shall exclude any right of Relevant Party Agents and Suppliers to bring a claim against the other howsoever such claim arises.

No Relevant Party Agent or Supplier shall in any circumstances be liable in respect of any breach of this Letter Agreement to the other for:

1. any loss of profit, loss of revenue, loss of use, loss of contract, loss of business, loss of goodwill, or increased cost of working; or
2. any indirect or consequential loss.

Without prejudice to the generality of Section H9.3 (Waiver), a waiver of any right or remedy under this agreement is only effective if given in writing.

This letter shall be governed by, and construed in all respects in accordance with, the laws of England and Wales and any dispute or difference of whatever nature howsoever arising under, out of or in connection with this letter shall be and is hereby referred to arbitration pursuant to the rules set out in Section H8 of the Code from time to time.

[Insert Deed Execution Clause]