

E.ON Letter of Authority Policy (hereinafter referred to as "LOA Policy")

POLICY PURPOSE

The purpose of the LOA Policy is to set out the parameters within which Business Energy Sales & Customer Service and Data Solutions may accept a Third Party acting on behalf of a Customer under or in connection with a Contract or potential Contract.

Background:

Subject to the terms of this Policy, customers may authorise a Third Party to act as its agent and carry out certain activities on their behalf under or in connection with a Contract or potential Contract, including obtaining information relating to their Contract, negotiating the terms of or amendments to their Contract and, in limited circumstances (excluding Data Solutions) executing and entering into a Contract. The Customer grants this authorisation to the Third Party under a Letter of Authority, a copy of which is to be provided to Business Energy Sales & Customer Service or Data Solutions. This Policy sets out the requirements of Business Energy Sales & Customer Service and Data Solutions in relation to the form, content and scope of such Letter of Authority and the principles that apply when dealing with any Third Party authorised under the Letter of Authority.

POLICY APPLICATION

The LOA Policy applies to;

- SME & I&C energy sales and customer service
- Data Solutions

For the avoidance of doubt, all sections of the Policy apply to all above areas unless explicitly stated otherwise in this Policy.

This policy covers:

- All requests received by us allowing Third Parties access to Customer data or to carry out activities on a Customer's behalf

Definitions

In this Policy the following terms have these meanings; where applicable, references to the singular include references to the plural and vice versa:

"Bill" an invoice or statement which may include details of Energy usage, charges, payments and what is owed;

"Certificate of Completion" an automatically generated document that is produced when an e-signature is given and includes the time and date of the e-signature, the signatory's email address and IP address. Also known as a summary document

"Contract" a legally binding agreement between the Customer and [E.ON UK plc or any of its subsidiaries (E.ON)] pursuant to which E.ON provides certain goods and/or services to the Customer, including all associated terms and conditions and appendices.

"Customer" the party to whom E.ON will or proposes to provide the applicable goods and/or services under a Contract and who is to be bound by the terms of the Contract that it has entered into or intends to enter into;

"Customer Data" data relating to a Customer, their Contract or account which can include but is not limited to copies of the Contract, consumption information and copies of Bills;

"Data Solutions" Business within E.ON RUUK which provides Half Hourly metering and data collection services;

"Energy" electricity and/or gas, as appropriate;

"I&C" The function within Business Sales selling Energy to Customers with an annual electricity consumption of more than 100,000 kWh, a gas consumption more than 200,000 kWh; or 10 or more employees (or their full time equivalent); and an annual turnover or annual balance sheet total exceeding 2 million Euros

"Letter of Authority"/"LOA" a written formal document, issued and signed by the Customer, that grants to a Third Party certain authority to act on the Customers behalf under or in connection with the Contract or potential Contract;

"Level 1/Level 2" have the meaning given in section 4 of this Policy;

"Our / We / Us" For the purpose of this Policy refer to SME & I&C energy sales and customer service and Data Solutions.

"Person in a Position of Authority" This means in respect of a Customer, a duly authorised representative of the Customer which is:

- i) where the Customer is a company, a company director registered at Companies House;
- ii) where the Customer is an individual, the individual where the customer is not listed in the above

"SME" function within Business Sales selling Energy to Customers with an annual electricity consumption of not more than 100,000 kWh, a gas consumption not more than 293,000 kWh; or fewer than 10 employees (or their full time equivalent); and an annual turnover or annual balance sheet total not exceeding 2 million Euros

"Third Party" any party (whether an individual, incorporated entity, unincorporated bodies or associations that are recognised at law, but excluding any employee or director of the

Customer) authorised to act on behalf of a Customer under in connection with a Contract or potential Contract, including but not limited to: managing agents, Third Party Intermediaries, landlords and partnerships;

“Third Party Intermediary” organisations or individuals providing Contract procurement. These include switching sites, Energy Brokers and any company that offers Customer support with Energy procurement.

“Third Party Agreement” has the meaning given to it in section 3. a) of this Policy.

“Verbal LOA” a LOA that is used in SME Business Energy Sales and Customer Service only and evidenced verbally by the Third Party under and in accordance with the requirements of this Policy. Authorisation to provide LOA's verbally must be given in advance via a due diligence process and is reviewed on a continuous basis. Third Parties must justify why they require the use of Verbal LOAs. Third Parties sales volumes, compliance and complaints performance will be reviewed before granting access to Verbal LOAs.

POLICY PRINCIPLES

1. General Principle

We shall only deal with a Third Party in connection with any Contract or potential Contract where: a. The Third Party is signed up to a Third Party Agreement. (Not applicable to Data Solutions). b. We have received, in accordance with this Policy, acceptable evidence of the authority of such Third Party to act on behalf of the relevant Customer in the form of an [original/copy] of a LOA in the form and substance required by this Policy;

2. What constitutes a valid LOA?

In order to constitute a valid LOA under this Policy, a LOA must meet the following requirements listed a – h. An Example of a LOA template for SME has been provided to E.ON Third Parties. For the avoidance of doubt, LOAs provided in this template will be acceptable to SME and I&C.

a. Form:

- i. The Third Party who submits the LOA is signed up to a Third Party Agreement. (Not applicable to Data Solutions).
- ii. The LOA (other than any Verbal LOA) must be in writing.
- iii. A LOA can be in electronic or paper format. Electronic includes a non-editable PDF document attached to an email [or an electronic document signed and delivered using an acceptable method of e-signature such as [DocuSign and AdobSign]]. Where an acceptable

method of e-signature is used; a summary document or Certificate of Completion must be submitted alongside the LOA. [Where a physical paper LOA exists but has not been provided, we reserve the right to request to see the original LOA.]

iv. The LOA must be signed by or on behalf of the Customer by a Person in a Position of Authority.

v. The LOA must explicitly state who has signed it, what their position in the business is at the time of signature so as to confirm their status as a Person in a Position of Authority.

vi. The LOA must include adequate Customer contact information which enables effective verification with the Customer.

vii. The LOA must be dated.

b. Duration:

i. The duration of the LOA must be explicitly stated e.g. 'valid for one year/until current plan/Contract end date' or there must be a clear end date stated.

ii. A LOA can be valid for a maximum of 5 years.

iii. If there is no duration on the LOA then it will be deemed valid for 12 months only.

c. Parties:

i. The LOA must expressly state which Customer is granting authority and the name of the Customer must match the name shown on the Contract or potential Contract to which the LOA applies. The LOA must include the Customer's full registered company name and company registration number. Where the Customer is not a registered company, the full legal name, their 'trading as' name (if applicable) and their business address is required

ii. The LOA must clearly state which Third Party is granted authority. The LOA must include the Third Party's full registered company name and company registration number. Where the Third Party is not a registered company, the full legal name and their 'trading as' name (if applicable).

d. Sub-delegation and chains of LOAs:

i. The LOA must state whether or not a Third Party is permitted to further sub-delegate the authority granted to it under the LOA to other Third Parties. Where a Third Party does have authority to sub-delegate, such Third Party must do so under a separate LOA to which the provisions of this Policy shall apply (with such amendments as are required to reflect the context of sub-delegation, including, for example, that all references in this Policy to "Customer" are read as references to the first Third Party). For the avoidance of doubt, where there is a chain of Third Parties from the Customer (e.g. managing agents to sub

brokers to TPI) there must be clear evidence that the Third Party that is dealing with us has authority to act on the Customers behalf.

e. Scope of Authority

- i. The LOA must expressly and clearly set out the scope of authority being granted to the Third Party. This must include details of:
 - ii. what Customer Data the Third Party is permitted to have access to;
 - iii. the activities the Third Party can undertake on behalf of the Customer prior to entry into a Contract;
 - iv. whether the Third Party has authority to enter into a Contract on behalf of the Customer i.e. sign the Contract on the Customer's behalf (Not applicable to Data Solutions); and
 - v. the rights and obligations of the Customer under the Contract that the Third Party can exercise and perform on behalf of the Customer and any parameters thereto.
- vi. The LOA must state the Contract or potential Contract to which it applies
- vii. The LOA will be interpreted as applying to all sites under the Customer name unless otherwise stated in the LOA
- viii. Where the LOA does not mention expressly that the Third Party has authority to carry out a particular activity or make a particular request on behalf of the Customer, or is unclear (in our opinion) then the default position is that we will not accept the Third Party undertaking such action or request

f. Verbal LOAs (Not applicable to Data Solutions)

- a. A Verbal LOA will only be accepted if:
 - i. The Third Party is signed up to a Third Party Agreement;
 - ii. The Verbal LOA script has been read out by the Third Party and agreed to verbally by the Customer; and
 - iii. Authorisation has been given in advance that the Third Party can submit a Verbal LOA

3. LOA Levels

- i. We allow different levels of access to information for Third Parties, depending on the Customer's preference. A SME Customer can opt for a Level 1 or Level 2 LOA (as referred to in Appendix 1). For example, a Level 1 allows a Third Party access to information (subject to the Customer's agreement) such as consumption history, meter details, Contract end date(s) and also allows the Third Party to negotiate prices and request termination on the Customer's behalf. A Level 2 LOA allows the Third Party to

- (a) access all the information that is permitted under a Level 1 LOA; and
- (b) authorise adjustments, refunds or billing and in some cases agree and sign Contracts on the Customer's behalf. The full scope of what is permitted under a Level 1 and Level 2 LOA can be found at Appendix 1.

ii. I&C allow the levels of authority as below;

Contract Negotiation – as per Level 1

Bill Validation – as per Level 1 with the addition of receiving copies of Bills

Power of Attorney – as per Level 1 with the addition of agreeing and signing Contracts on the Customer's behalf

4. Provision of a LOA to us

a. A [copy/original] LOA must be provided to us;

i. either prior to or at the time of the Third Party submitting a Contract or request for Customer information

ii. via email to the dedicated email address(es) previously made known by us

b. we will acknowledge when a LOA has been received to the Third Party granted authority under the LOA

c. we reserve the right to contact the Customer directly using the details provided to verify a LOA received. If contact cannot be made, we can refuse to accept the LOA

5. Dealing with a Third Party under a LOA

a. If a valid LOA has been received that complies with the requirements of this Policy, we shall:

i. provide the Third Party the information specified in the LOA [and which is reasonably requested and not otherwise readily available to the Customer or the Third Party upon their request];

ii. act on the instructions of the Third Party in connection with the Contract or potential Contract; and

iii. otherwise deal with and communicate with the Third Party in relation to the Contract or potential Contract in accordance with the terms of the LOA

b. When communicating with or otherwise dealing with the Third Party, we may (at our discretion), copy in the Customer to any correspondence or communication

c. If a Customer wishes to amend or terminate a LOA, the Customer must notify us immediately. We will amend how we deals with, or, if applicable, cease to deal with the

relevant Third Party as soon as reasonably practicable after receiving any such notice. Any such notice and revised LOA shall be stored in accordance with Section 4 above

d. If the Customer or the Third Party become insolvent, cease trading, and/or enter any kind of insolvency proceedings (e.g. administration or receivership) or liquidation, we will deem any relevant LOA from that Customer or in favour of that Third Party to have been terminated. For the avoidance of doubt, if the Customer enters into administration, we will continue to deal with the administrators of the Customer without the requirement for a LOA from the administrators.

e. Where:

i. an LOA is granted in favour of a Third Party, if such Third Party Agreement is terminated, we will not provide the Third Party with any further information or otherwise deal with such Third Party in relation to a Contract or potential Contract

ii. In these circumstances, we shall promptly notify the Customer of such decision and any relevant LOA shall be ended in the relevant system

7. Multiple LOAs

a. Subject to paragraph 7.b there should be only be one valid LOA per Contract or potential Contract at any one time. If a new LOA is received in respect of a Contract or potential Contract where we already hold a valid LOA, we may contact the Customer to verify which LOA is to be followed.

b. Where a Customer requests that more than one Third Party be authorised to act on their behalf under or in connection with a Contract or potential Contract, each such Third Party must be authorised under a LOA that:

i. sets out the respective authority of the two Third Parties such that there is no overlapping authority granted or, makes clear the order of precedence should there be any conflict between the actions of the Third Parties; and

ii. otherwise meets the requirements of this Policy.

c. In the event of conflict between the actions of two Third Parties, we will always act in accordance with the Customer's instructions