SEC SCHEDULE 1 – FRAMEWORK AGREEMENT

Dated: 2013

The Original Parties

and

Smart Energy Code Company Limited

Smart Energy Code Framework Agreement

THIS FRAMEWORK AGREEMENT is made on 2013

BETWEEN:

(1) the persons whose details are set out in the Schedule (the "**Original Parties**"); and

(2) **Smart Energy Code Company Limited** a company incorporated in England and Wales with company number 08430267 ("**SECCo**").

WHEREAS

A) Certain of the Original Parties are the holders of Energy Licences that oblige them to be a party to, and to comply with, the Smart Energy Code.

B) The Original Parties that do not hold an Energy Licence, or do not hold an Energy Licence that obliges them to be party to the Smart Energy Code, have chosen to become a party to the Smart Energy Code in order to receive Services from the DCC.

C) SECCo is a company established to facilitate the operation of the Smart Energy Code.

D) The Original Parties and SECCo have agreed to give effect to, and to be bound by, the Smart Energy Code in accordance with this Framework Agreement.

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

1.1 In this Framework Agreement, including the recitals hereto, "**Smart Energy Code**" means the code of that name designated by the Secretary of State pursuant to the smart meter communication licences granted pursuant to the Electricity Act 1989 and the Gas Act 1986, as such code is modified from time to time in accordance with its provisions.

1.2 Subject to clause 1.1 above, the words and expressions used in this Framework Agreement shall be construed and interpreted in accordance with the definitions and provisions regarding interpretation set out in Section A (Definitions and Interpretation) of the Smart Energy Code, as if those definitions and provisions regarding interpretation were set out in this Framework Agreement and as if the

references therein to "this Code" were to "this Framework Agreement".

2 Compliance with the Smart Energy Code

2.1 With effect from the date hereof, SECCo and each of the Original Parties hereby undertakes, for the benefit of each other Party from time to time, to comply with the Smart Energy Code in accordance with, and subject to, its terms and conditions.

3 Identity of the Parties

3.1 SECCo and each of the Original Parties acknowledges that it has agreed a mechanism (set out in Section B (Accession) of the Smart Energy Code) by which New Parties may become bound by the Smart Energy Code, each of whom will then become a Party for the purposes of clause 2 above (and otherwise).

3.2 Each of the Original Parties acknowledges that it has agreed a mechanism (set out in Section M8 (Suspension, Expulsion and Withdrawal) of the Smart Energy Code) by which it may cease to be bound by the Smart Energy Code, from which time it will (subject to Section M8 of the Smart Energy Code) cease to be obliged to comply with the Smart Energy Code.

3.3 SECCo and each of the Original Parties acknowledges that it has agreed a mechanism (set out in Section M8 (Suspension, Expulsion and Withdrawal) of the Smart Energy Code) by which other Parties may cease to be bound by the Smart Energy Code, from which time such other Parties will (subject to Section M8 of the Smart Energy Code) cease to be a Party for the purposes of clause 2 above (and otherwise).

4 Party Details

4.1 The Party Details for each of the Original Parties shall (as at the date hereof, and subject to future amendment in accordance with Section M6 (Party Details) of the Smart Energy Code) be those details set out as such in the Schedule.

5 Third Party Rights

5.1 Without prejudice to any provisions of the Smart Energy Code permitting enforcement of the Smart Energy Code by third parties, the Original Parties do not intend that any of the terms or conditions of this Framework Agreement will be

enforceable by a third party (whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise).

6 Counterparts

6.1 This Framework Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. The counterpart executed by each of the Original Parties shall attach a schedule containing details of the relevant Original Party, all of which schedules together shall comprise the "**Schedule**".

7 Governing Law and Jurisdiction

7.1 This Framework Agreement and any dispute or claim arising out of or in connection with it (including non-contractual claims) shall be governed by, and construed in accordance with, the laws specified in Section M11 (Miscellaneous) of the Smart Energy Code from time to time for the purpose of disputes or claims arising out of or in connection with the Smart Energy Code.

7.2 In relation to any dispute or claim arising out of or in connection with this Framework Agreement (including in respect of non-contractual claims), each of the Original Parties and SECCo irrevocably agrees to submit to the exclusive jurisdiction of the relevant person, panel, court or other tribunal specified in Section M7 (Dispute Resolution) of the Smart Energy Code from time to time for the purpose of disputes or claims of that nature.

THIS FRAMEWORK AGREEMENT has been executed and delivered as a **DEED** on the date first stated above.

Executed and delivered as a deed by

……
Print full name of Original Party

acting by an attorney appointed under a power of attorney

……
Print name of attorney

Signature …….

In the presence of:

……
Print name of witness

Signature …….

Address …….

OR

Executed and delivered as a deed by

……
Print full name of Original Party

acting by two directors or a director and the company secretary

……
Print name of person signing

Signature …….

……
Print name of person signing

Signature …….

Schedule to the Framework Agreement – Original Parties

1 The Party's full name.

2 Whether the Party is a company or a natural person or a partnership etc.

3 The Party's jurisdiction of incorporation (if applicable).

4 The Party's registered number (if applicable).

5 The Party's registered address (or, if not applicable, its principal address).

6 Where the Party is incorporated or resident outside Great Britain, an address in Great Britain for the receipt of legal notices on the Party's behalf.

7 The Party's VAT registration number (if applicable).

8 The Party's address for invoices under the Code.

9 The Party's address or addresses for all other notices under the Code.

10 The Party Category into which the Party considers it will initially fall.

11 The Energy Licences held by the Party (including any for which it has applied).

12 Details of any Parties that are Affiliates of the Party (where the Party is a company).

13 Where the Party holds one or more Energy Licences, details of any unique identifiers by which the Party is identified under the MRA and/or the UNC (as applicable).