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info@harcusparker.co.uk
www.harcusparker.co.uk

Our reference:

Email: energyclaims@harcusparker.co.uk

Your reference:

For the attention of:

By email only:

Strictly confidential

Subject to legal professional and litigation privilege

Dear Sirs

Engagement letter –Business energy claim:

1. Thank you for instructing Harcus Parker to act for you in a claim against ('Defendant' in this agreement means _____ and anybody else we advise you to sue) arising out of an undisclosed commission paid by the Defendant to your energy broker. We are writing to confirm your instructions, the basis and terms on which we will act for you, and the way in which the litigation will be managed.
2. Before continuing, we should ask you to note the confidentiality notice at the head of this letter. This letter is being made available to you because you have expressed an interest (and agreed to the questionnaire 'terms of use' online) in the Business Energy Claims Group Litigation. If, after reading this letter and its enclosures, you do not wish to instruct Harcus Parker, you should delete this letter and not pass it on to anybody.
3. The following documents are enclosed with this letter:
Schedule 1 – Harcus Parker's Privacy Notice
Schedule 2 – the DBA, made between you and Harcus Parker
Schedule 3 – the LMA, made between you and Harcus Parker and every other Claimant
4. In addition, at Schedule 4, there is a glossary of defined terms, which are used in and incorporated into this letter and in the LMA, the DBA, and the Privacy Notice and at Schedule

5 there is a Letter of Authority which we will use if necessary to require your energy supplier to provide us with the information we require to bring your claim. You should read these documents alongside the glossary.

Overview of the litigation

5. The claims we are proposing to bring will allege that, among other things, a commission was paid by your energy supplier to your energy broker to which you did not give informed consent. The consequences of this failure on the part of the supplier and broker to disclose the commission paid give rise to a claim against either party. It is possible that other, additional claims might be brought alongside this core claim for the repayment of the undisclosed commission, and you are instructing us to bring any such claims that we, after consulting appropriately with counsel, advise you through the Committee to bring.
6. Claims fall into a number of different categories, depending on the circumstances of the claimant. The way your claim will be expressed will depend on factors including: the identity of your energy supplier; the terms and conditions of your energy supplier and broker; the communications that you may have had with your broker prior to entering into your gas or electricity supply contract(s); the amount of any commission paid; the length of your contract(s) for the supply of gas and/or electricity; and the nature of the relationship between your energy supplier(s) and broker(s).
7. The documents enclosed with this letter deal with the way in which your claim and the claims of other claimants will be run. This includes: i) how we will be paid for the work we do on your behalf; ii) how decisions are taken about the way the claims will be run; iii) how offers of settlement will be made, negotiated and ultimately accepted on your behalf; iv) and also how any 'global' settlement will be distributed amongst the claimant group as a whole.
8. We intend to apply for a group litigation order (or 'GLO'), so that the claims can be managed efficiently by the court, and so that we can achieve 'economies of scale'. It is this efficiency that allows us to act on the no-win, no-fee basis described in this letter and its enclosures.

Our instructions

9. By agreeing to the terms of this letter and its enclosures you are:
 - 9.1 instructing Marcus Parker to investigate whether a claim of the kind described in this letter can be brought on your behalf;
 - 9.2 giving Marcus Parker the discretion to decide whether or not such a claim is viable – if our decision is that it is, then you authorise us to bring it; if it is not, then we will inform you of that decision; and
 - 9.3 acknowledging that you have a duty to the Court to provide information in relation to the claim which is accurate and true to the best of your knowledge and honest belief, and that one of the ways you do that is through Marcus Parker's online sign-up questionnaire; you are also acknowledging that, on the basis of the information you provide in the sign-up questionnaire, I am, or another partner at Marcus Parker is, authorised to sign a statement of truth on your behalf; and that proceedings for contempt of court may be brought against you if you make, or cause to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Our team, and the way we will be paid

10. I am a partner at Harcus Parker, and I will be responsible for the overall management of the case. The wider team will also include Matthew Patching, a Senior Associate at the firm, and Olivia Selley, who is an Associate. We will involve other lawyers where that is appropriate, so that work is done at the right level of seniority and experience (and, therefore, cost).
11. We are proposing to act on the basis of a damages-based agreement (or 'DBA'), which is a kind of 'no-win, no-fee' arrangement under the terms of which you will pay a percentage of any compensation you receive to Harcus Parker. The DBA is enclosed at Schedule 2. It is important that you read it in full.
12. Although the effect of the DBA is that (unless it is terminated) we will only charge you a fee if your claim succeeds, we also record our time spent on the case because:
 - 12.1 we will want to report to you, from time to time, on the value of the work that we are doing for you;
 - 12.2 we may be able to claim back a proportion of the cost of that work from the Defendant in the event that you win the claim, or are successful at an interim hearing. These costs would be calculated on the basis of the time we have spent on the claims, and would reduce the amount of the fee you pay under the DBA; and
 - 12.3 the value of our time is potentially relevant in the event that our DBA is terminated.
13. The relevant rates per hour are:
 - 13.1 for solicitors and legal executives with over eight years of post-qualification experience (this includes partners), £750 plus VAT;
 - 13.2 for solicitors and legal executives with over four years of post-qualification experience, £450 plus VAT;
 - 13.3 for other solicitors, legal executives or fee earners of equivalent experience, £350 plus VAT; and
 - 13.4 for trainee solicitors, paralegals and other fee earners, £200 plus VAT.

Fee sharing

14. We have agreed to pay a proportion of Harcus Parker's fee to a third-party litigation funder in return for finance provided to Harcus Parker to enable us to financially support and pursue the claims. This does not affect the amount you will pay to us, or the overall amount of money that you will receive.
15. In addition, we intend to pay a proportion of our fee to a charity or charities whose aims align with the purpose of the claims. It is our intention to work with a number of different charities and to give you and the other Claimants (either individually or through the Committee) the option to choose where money is donated if the Claims succeed..

Disbursements

16. We will incur Disbursements on your behalf. They will be charged and paid in the first instance on your behalf by Harcus Parker. You will be liable to pay your Proportionate Share of Disbursements if your claim succeeds.

17. We will incur smaller Disbursements, such as courier fees, travel expenses or photocopying costs without first seeking your permission. Larger costs will be agreed with the Committee as appropriate.

Litigation Management Agreement

18. Yours is one of a large number of similar claims. By sharing information and costs between the claims, we can achieve economies of scale and bring your claim less expensively than would otherwise be possible. This is achieved through the provisions of the LMA which is enclosed at schedule 3. Amongst other things, you and the other Claimants agree with us and with each other that you are willing to share information (within your claim against the Defendant and with regard to other similar claims being conducting by Marcus Parker against other defendants) for your common benefit and to assign certain management powers to the Committee, which will instruct us day-to-day and will make decisions about the running of the case on your behalf.

After the event insurance, and the risk of 'adverse costs'

19. If a claimant in High Court litigation sues a defendant and loses, or if a claimant brings a claim but later withdraws it, the claimant is usually ordered to pay the defendant's costs (these are often known as 'adverse costs').
20. We will seek to mitigate that risk by arranging after the event ('ATE') insurance for the claims, which will pay out if the claims fail and the claimants are ordered to pay adverse costs. We have secured £10m of cover. Through the LMA you delegate to the Committee the authority to approve and enter into this or another ATE policy on your behalf. If you would like more information about the terms of the insurance, please let us know.
21. We will not issue a High Court claim form, or a pre-action High Court application, unless a policy of ATE insurance is in place to protect you and us from the risk of adverse costs as per the above. You agree that, so far as possible, we should source ATE insurance on terms that at least some of the premium is deferred, so that it is paid only if the claim succeeds. If it is necessary to pay any upfront premiums, we or the funders will bear that cost in the first instance, and will only be repaid if the claims succeed.
22. Your Proportionate Share of any deferred premiums will be paid by you from your Claim Proceeds in addition to the Solicitors' Fee.

Disclosure

23. It is important that you act now to preserve copies of all of your paper and electronic documents. That is because a Judge may, in due course, order you to provide the other side with all of the documents in your possession or control which are relevant to the case, regardless of whether or not they help your case or damage it. At this early stage, it will not always be obvious what documents are and are not relevant, so the prudent thing is to make sure that you keep everything relating to your energy supply contract(s), whether in paper or electronic form.

Limitation and the period for which you can claim

24. 'Limitation' is shorthand for the time limits within which a claimant must bring a claim. In your case, it is arguable that claims must be brought within six years of the payment of the commission from the supplier to the broker. This will vary from case to case, but at the

earliest will be the date on which your contract(s) began. However, we will argue that the six-year limitation period should not start to run until the level of commission paid by your supplier to your broker has been suitably disclosed to you; this is because, where the facts giving rise to a claim are concealed from the claimant, the six year period will not start to run until that concealment is discovered.

25. By 'bring a claim', we mean issue proceedings at court. We will only do this on your behalf once you have provided all the information necessary for us to do so through our online questionnaire, and once we are satisfied that you have a valid and viable claim.

Complaints

26. We want to give you the best possible service. If at any point you become unhappy or concerned about the services we have provided to you or any bill that we have issued to you then you should inform us so that we can do our best to resolve the problem for you.
27. In the first instance, it may be helpful to contact me directly.
28. If we are unable to resolve your complaint then you can have the complaint independently looked at by the Legal Ombudsman, which is an independent body which investigates complaints about service issues with lawyers. If you wish to refer your complaint to the Legal Ombudsman, this must be done within six months of receiving a final written response from us about the complaint. The Legal Ombudsman's website is at www.legalombudsman.org.uk. You can contact the Legal Ombudsman by sending an email to enquiries@legalombudsman.org.uk or by telephone on 0300 555 0333 between 9am and 5pm.
29. You have the right to challenge or complain about our bills. You may also be entitled to have our charges reviewed by the Court under the Solicitors Act 1974. This procedure is known as assessment. Save in special circumstances, the Court will not allow a bill to be assessed more than 12 months after delivery and there is a complete bar to assessment where 12 months has expired after payment of a bill.

Professional indemnity insurance and limitation of liability

30. Marcus Parker Limited's compulsory layer of professional indemnity insurance is with (i) Travelers Insurance Co Ltd and (ii) Allianz Global Corporate & Specialty SE (50% each). We will provide details of the cover on request. The maximum liability for loss or damage for a breach of your instructions, breach of contract, breach of trust, negligence or otherwise (other than for fraud) is £5 million for any one transaction/matter or series of connected transactions. For the avoidance of doubt, a 'transaction' for the purposes of the Business Energy Claims Group Litigation is the claim of one claimant and a 'series of connected transactions' is all claims of all claimants for whom we act when aggregated together. In other words, our maximum liability is £5 million even if the sum of all claims against us, when added together, exceeds this figure.

Client due diligence

31. To confirm your identity, our normal practice is to run an online check against your name, address and date of birth. If that is unsuccessful, we may ask for further information to enable us to conduct another online check or we may ask you to produce documentation of your identity, such as a certified copy of your driving licence and a utility bill (or some other similar document which shows proof of address).


32. If it is possible and economical for us to do so, we may also decide to run an electronic check against your business in order to appropriately satisfy ourselves as to: i) the correct details of the entity bringing the Claim; ii) your position in that entity; and iii) your ability to bind the entity and to agree to these documents on its behalf. We may seek further information from you in this regard in the future. For the avoidance of doubt, we are relying on the information you have given us in the online registration questionnaire, and Harcus Parker accepts no responsibility for checking the accuracy of that information.

Execution

33. By signing this engagement letter (either by printing a copy and physically signing it, or by providing an electronic signature, or by replying to the email to which it was attached to confirm your acceptance of its terms), you are deemed to accept its terms and agree to be bound by it. You are also deemed to have executed the DBA and the LMA and the Letter of Authority, and agree that the effect of these documents is that if your claim succeeds, or if you cancel your retainer, or if you do not comply with the terms of this engagement letter or its enclosures, you will incur an obligation to pay Harcus Parker.

If you have any questions or comments about this letter, or about our services or during the period for which we act for you, then please let us know.

Yours faithfully



.....

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Damon Parker

For and on behalf of

Partner and Director

Harcus Parker

CFA Accepted Electronically:

Enclosures:

- 1. Schedule 1: Privacy Notice
- 2. Schedule 2: DBA
- 3. Schedule 3: LMA
- 4. Schedule 4: Glossary of defined terms
- 5. Schedule 5: Letter of Authority

**SCHEDULE 1
PRIVACY NOTICE**

This privacy notice tells you how and why we collect and use your Personal Data in line with UK Data Protection Laws in the context of the Claim or other claims we may contact you about.

As your solicitors, Harcus Parker Limited collect and use Personal Data about you when you engage with us in relation to your Claim, including when you visit our Website. The protection of Personal Data is important to us. We want to comply with all our legal obligations under data protection laws. That is why we only process Personal Data that is strictly necessary, with care and taking account of best practice security needs.

1. Who is responsible for the Processing of your Personal Data?

Harcus Parker is responsible for Processing your Personal Data as you engage with us regarding the Claim, use our Website, subscribe to our newsletter or contact us directly.

2. What Personal Data do we Process, why and on what basis?

UK Data Protection Laws require that we provide information to you about the Personal Data that we Process, the reasons for using that Personal Data (the Purpose for Processing) and the grounds we rely on to do this (the Legal Basis for Processing).

We have summarised most of that information in the table below to make it easier to read and give you an overall view of the Processing operations we undertake. There may be other circumstances in which we will retain, disclose or Process your Personal Data, for instance, because of specific legal obligations applicable to us.

For each of the purposes listed below, we may process any of the corresponding Personal Data and rely on any corresponding Legal Basis. Some of the Personal Data we collect or Legal Basis we rely on may appear more than once in the summary table below, this is because they may be relevant to several of the purposes listed.

As we conduct a variety of claims, the Personal Data we may Process about you may vary depending on the claim(s) you are interested in. However, you will usually know what Personal Data we Process, either because we have disclosed that information to you in this privacy notice, or because we will ask you for additional information directly.

3. How do we collect your Personal Data?

We collect Personal Data directly from you when you register for a Claim, subscribe to receive our newsletter, contact us or otherwise engage with us on our Website, on the phone or in another manner, to respond to our queries, ask questions, make suggestions or comments.

We may receive Personal Data concerning you from third parties, such as:

- Credit rating agencies, the Land Registry and/or Companies House, when we verify your identity;
- Marketing and communication partners and/or Social Platforms, when you engage with our questionnaires, Social Platform accounts, our Website or certain third-party websites;
- Counsel, legal teams, experts, claims management companies and/or investigators involved in the Claim.

The table below sets out the Personal Data we collect, its Purpose(s) and the Legal Basis of the collection.

Purposes	Personal Data	Legal Basis
To administer our business effectively, prevent and detect fraud.	<p>Identification information, such as your first name, last name, date of birth, form of identification (such as your passport).</p> <p>Identity check information we may receive from credit rating agencies and/or from publicly accessible registers (such as Companies House or the Land Registry).</p> <p>Verbatim or our summarised notes from written exchanges or conversations with you.</p>	<p>Our legitimate interest to manage our business affairs effectively (including to develop or improve our services and/or to manage our relationship with you).</p> <p>Compliance with legal obligations applicable to us (such as our KYC obligations, or our obligations in the course of litigation or arbitration).</p> <p>Our legitimate interest to protect our rights, and exercise or defend legal claims relevant to us.</p>
To verify your identity (for instance, as part of our client verification procedure or if you want to exercise your Individual Rights).	<p>Identification information, such as your first name, last name, date of birth, form of identification (such as your passport).</p> <p>Identity check information we may receive from credit rating agencies and/or from publicly accessible registers (such as Companies House or the Land Registry).</p>	<p>The performance or conclusion of a contract to which you are a party.</p> <p>Our legitimate interest to manage our business affairs effectively (including to develop or improve our services and/or to manage our relationship with you).</p> <p>Compliance with legal obligations applicable to us (such as our KYC obligations, or our obligations in the course of litigation or arbitration).</p>
To support the general conduct of the Claim.	<p>Identification information, such as your first name, last name, date of birth, form of identification (such as your passport).</p> <p>Contact information, such as your electronic and postal address, and/or your telephone number.</p> <p>Your responses to our Questionnaire and other answers to any further queries related to it.</p> <p>Verbatim or our summarised notes from written exchanges and/or conversations with you.</p>	
To deliver updates and marketing material to you.	Contact information, such as your electronic and postal address, and/or your telephone number.	Your consent to receiving communications from us, including communications concerning other

Purposes	Personal Data	Legal Basis
	Technical Personal Data such as IP addresses, log journals, browsing data and/or pseudonymous identifiers.	claims we may already conduct or wish to explore. Our legitimate interest to manage our business affairs effectively (including to develop or improve our services and/or to manage our relationship with you).
To moderate and manage our Social Platform accounts.	Your user-generated content such as your username, verbatim posts, pictures or videos.	Our legitimate interest to manage our business affairs effectively (including to develop or improve our services and/or to manage our relationship with you).
To operate, manage and improve our IT systems, databases and/or Website.	Technical Personal Data such as IP addresses, log journals, browsing data and/or pseudonymous identifiers. Any Personal Data concerning you hosted on our servers, or third-party servers used for our business purposes.	Our legitimate interest to operate our IT systems, databases and/or Website effectively.
To process your payments.	Payment information such as payment methods, payment card number, bank account references, records from third-party payment solutions.	The performance or conclusion of a contract to which you are a party. Our legitimate interest to manage our business affairs effectively (including to develop or improve our services and/or to manage our relationship with you).

4. With whom do we share your Personal Data?

We may share your Personal Data with third parties such as:

- Counsel, other lawyers, legal or other experts instructed by us or otherwise involved in the Claim;
- Courts, arbitrators and/or other litigation institutions involved in the Claim or any other relevant claim;
- Our agents, advisers, accountants, auditors or other subcontractors;
- Our selected website hosts and content managers;
- Operators and support teams who manage our IT systems, including our case management software, disclosure platforms and datarooms we may use in the conduct of our business affairs and/or of the Claim;
- Government bodies, law enforcement agencies and other public institutions.

5. How long do we keep your Personal Data?

We keep your Personal Data for as long as reasonably necessary for the purposes listed at paragraph 2 in this privacy notice, or any additional purposes otherwise notified to you, and for at least seven years after the conclusion of your Claim.

6. What Individual Rights do you have under UK Data Protection Laws?

We want you to know the full extent of your Individual Rights under UK Data Protection Laws, so we have listed these rights in the table below. However, all rights do not necessarily apply to your relationship with us.

If you make a request to exercise your rights, we will let you know how we can help in your specific circumstances. Please note that we may ask you for proof of your identity to comply with any such request.

Your rights	What it means
Access	You can ask for a copy of the Personal Data we hold about you or ask us why and how we Process your Personal Data. Most of this information is already in this privacy notice; however, we will complement that information where needed.
Delete	You can ask us to delete your Personal Data. However, we are not always able to comply with this type of request. For instance, we cannot delete Personal Data that is necessary to comply with our legal obligations.
Object to automated decision making	You can ask us not to be subject to a decision based solely on automated Processing which produces legal effects or significantly impacts you in another way. We do not commonly use technology relevant to this right.
Object to a processing operation	Where we rely on our legitimate interests as a Legal Basis, you can object to a Processing operation of your Personal Data if you consider that that Processing is a violation of your fundamental rights.
Portability	You can ask us to provide your Personal Data to a third-party in a structured, commonly used, machine-readable format. This right is usually not relevant to the Processing operations we undertake.
Rectify	You can ask us to correct inaccurate records of your Personal Data (for instance, rectify your email address).
Restrict a processing	In certain circumstances, you may ask us to continue to hold, but limit the way we Process your Personal Data.

7. How do we protect your Personal Data?

We always strive to keep all information you provide to us confidential and secure and rely on industry-wide best practice security measures, implemented by us or our service providers for this purpose. Our commitment is to protect your personal data against unauthorised or unlawful Processing, and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

Our security measures include:

- Our deployed IT security plan which covers confidentiality, integrity and availability of our IT systems;
- The use of encryption and pseudonymisation where reasonably necessary;
- Regular evaluation and testing of our systems;
- Dedicated support teams who step in on request.

Our employees and contractors are also subject to confidentiality obligations which contribute to the protection of your Personal Data.

8. Do we Process your data outside of the UK?

We only share Personal Data outside of the UK where (i) the destination country benefits from an adequacy decision allowing it to receive that Personal Data; or (ii) where we have a transfer mechanism in place to ensure your Personal Data is protected in the country of destination.

9. How can you contact us or raise a complaint?

If you have any question or request related to the way we Process your Personal Data, you can contact us at energyclaims@harcusparker.co.uk.

You can also raise a formal complaint with your local data protection authority. In the UK, this is the Information Commissioner's Office (ICO), whose address is Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF3. The ICO's telephone number is (+44) 0303 123 1113 and its website is <https://ico.org.uk/>.

If you have a complaint, please contact us first, and we will try to resolve it as best we can.

SCHEDULE 2

DAMAGES-BASED AGREEMENT

1 Date

The date of this agreement is the date upon which you accept its terms.

2 The parties

This is an agreement made between:

- (1) You; and
- (2) Marcus Parker.

3 Background

- (A) You are entering into this agreement in order to bring a claim against the Defendants (and/or Other Defendant against whom you are advised to pursue a related claim) which arises out of the payment of an undisclosed commission from your energy supplier to a broker acting on your behalf and the subsequent contract(s) for the supply of gas and/or electricity entered into by you and your energy supplier.
- (B) You are one of a number Claimants who have instructed Marcus Parker to bring claims similar to yours. Marcus Parker will manage your Claim as part of the Proceedings, as set out the Litigation Management Agreement ('LMA').
- (C) It is possible that the Defendant will offer to settle the Proceedings for a single global amount. In that event, the LMA will govern the split of Overall Claim Proceeds and the amount of your Claim Proceeds.
- (D) This agreement is enclosed with and should be read alongside Marcus Parker's engagement letter, along with the LMA, and a glossary of defined terms. The definitions contained within the glossary are adopted and incorporated into this agreement.
- (E) You have either taken independent legal advice in relation to the arrangements set out in this agreement or you are content to proceed without independent legal advice.

4 This agreement

4.1 This is a DBA which is made under section 58AA(3) of the Courts and Legal Services Act 1990 and the DBA Regulations 2013.

4.2 The claim to which this agreement relates is the Claim.

4.3 This agreement covers:

- i) all of the work done by Marcus Parker in respect of the Claim from 1 January 2022; and
- ii) any appeal proceedings which may be brought by you or by the Defendant (or any other party to the Claim).

4.4 This agreement does not cover any counterclaim which might be made against you by the Defendant.

5 What happens if you Win?

5.1 If you Win, you will pay:

- i) subject to clause 5.5, the Solicitors' Fee; plus
- ii) your Proportionate Share of the Disbursements.

5.2 The Solicitors' Fee is calculated before the payment by you of tax (if any) on the amount awarded.

5.3 The Solicitors' Fee payable by you shall in all circumstances be net of:

- i) any costs (including fixed costs under Part 45 of the Civil Procedure Rules 1998); and
- ii) any sum in respect of barristers' fees incurred by Harcus Parker,

that have been paid or are payable by another party to the proceedings by agreement or order.

5.4 The Solicitors' Fee cannot in any circumstances exceed 50% (including VAT) of the Claim Proceeds.

5.5 Your liability for Disbursements incurred by Harcus Parker shall in all circumstances be net of any amount of Disbursements which have been paid or are payable by another party to the proceedings by agreement or order.

5.6 If you Win, then in ordinary circumstances the Defendants will be liable to pay all or some of your costs and Disbursements, but in such circumstances, your costs will be subject to assessment by the court in accordance with CPR rule 44.3 on the basis primarily or exclusively of a reasonable number of hours multiplied by reasonable hourly rates, rather than as a percentage of the Claim Proceeds as provided for in this DBA. In addition, you cannot recover from the Defendants more than the total amount payable by you to us under this DBA, pursuant to CPR rule 44.18.

6 Interim Applications / Parts of the Proceedings and Costs Awards

If, before your Claim finally concludes, there is a court decision or agreement that requires a Defendant to pay all or part of your costs and/or Disbursements, then you shall be liable to us in those circumstances for your Proportionate Share of: i) those costs, on the basis of the hours spent multiplied by the relevant hourly rates notified to you; and ii) those Disbursements, but only to the extent that such costs and/or Disbursements are recovered from another party to your Claim. We may apply such costs in accordance with the Court's ruling and/or alternatively on account of your liability to pay Disbursements and/or the Solicitors' Fee if you win overall.

7 What happens if you lose?

7.1 If your Claim ends without a Win then, subject to clause 7.2:

- i) you will remain liable for your Proportionate Share of the Disbursements, but Harcus Parker will indemnify these for you and, in the first instance, agrees to pay these on your behalf; and
- ii) save in respect of clause 7.1(i) immediately above, you will not be required to pay anything to Harcus Parker.

7.2 For the avoidance of doubt, if you or we terminate this agreement in accordance with clause 11 (or otherwise in accordance with the general law) and your claim ends without a Win, Harcus Parker may, at its absolute discretion, choose to waive the indemnity given in sub-clause 7.1(i).

8 Disbursements

By entering into the LMA, you authorise the Committee to authorise Harcus Parker to incur Disbursements on your behalf. You agree that Harcus Parker shall arrange for the Disbursements to be paid on your behalf but you shall remain liable to pay the Disbursements subject to the terms of this DBA.

9 Calculation of the Solicitors' Fee

The Solicitors' Fee has been set at 33% plus VAT (inclusive of VAT at the current rate of 20% equates to a Solicitors Fee of 39.6%) of the Claim Proceeds. Our reasons for setting the Solicitors' Fee at this level include :

- 9.1 If your Claim does not succeed, Harcus Parker will not receive the Solicitors' Fee. It is taking a significant risk in agreeing to undertake your Claim pursuant to a DBA.
- 9.2 Harcus Parker has obtained third party litigation funding to cover some of the costs of bringing the Proceedings. Such funding is on terms which require the funder to be repaid by Harcus Parker a multiple of its invested capital out of the Solicitors' Fee, on success.
- 9.3 Harcus Parker is likely to undertake work for a long period without payment from you.
- 9.4 Harcus Parker has incurred significant costs and expenses prior to your entering into this agreement, at the risk of the Proceedings proving impossible to bring.
- 9.5 There is a risk that interim or final decisions of the Court may be appealed, which would cause further delay and uncertainty as to the ultimate outcome of the Proceedings.
- 9.6 Harcus Parker intends to pay a proportion of the Solicitors' Fee to charity.

10 Invoicing at the conclusion of the case

- 10.1 In the event that the Solicitors' Fee becomes payable, Harcus Parker shall raise an invoice to you, care of the Committee who shall have authority to approve it on your behalf. The invoice shall set out a computation of the payment due and shall identify the relevant VAT sum which shall be paid to Harcus Parker. The invoice shall separately set out the Disbursements payable.
- 10.2 Such fees as are payable by you will be paid to Harcus Parker within 30 days of the date of invoicing.
- 10.3 In the event that the Solicitors' Fee becomes payable, you agree to use your best endeavours to procure that the Claim Proceeds (or, if more practicable, the Solicitors' Fee only together with the Disbursements) shall be paid directly into Harcus Parker's client account and distributed in accordance with this agreement and the LMA.
- 10.4 You agree to assist Harcus Parker to recover any money due to you in connection with the Claim, including by permitting Harcus Parker to take action in your name to enforce any order or agreement.

11 Termination

- 11.1 It is Harcus Parker's intention to reach a successful conclusion of your Claim either before the Court or through settlement. However, there are circumstances in which either you or Harcus Parker may wish to end this agreement before then.
- 11.2 Subject to clause 7.2, you may terminate this agreement at any time by emailing energyclaims@harcusparker.co.uk and giving 14 days' notice of your intention to terminate the DBA.
- 11.3 Harcus Parker can end this agreement if:
- i) you act unreasonably by, for example:
 - (1) failing to give Harcus Parker clear or timely instructions, so that they consider that they cannot do their work properly;
 - (2) breaching any obligations under this DBA or under the LMA; or
 - (3) misleading Harcus Parker;
 - ii) you become an Obstructive Claimant;
 - iii) Harcus Parker discovers that you have instructed another law firm to prosecute the Claim on your behalf;
 - iv) it would breach Harcus Parker's professional obligations to continue to act for you;
 - v) ordered to do so by a Court;
 - vi) Harcus Parker come to the view that you are unlikely to win and/or should withdraw the Claim or the value of the Claim does not make it worthwhile for Harcus Parker to pursue the claim; or if
 - vii) Harcus Parker fails successfully to obtain third-party funding for the continued pursuit of the Claim.
- 11.4 In the event of Harcus Parker terminating this agreement pursuant to clause 11.3, Harcus Parker shall explain in full its reasons for ending the agreement.
- 11.5 In circumstances of termination other than where you achieve a Win, you will be liable just for your Proportionate Share of Disbursements in accordance with clause 7.1 above and nothing else. In these circumstances, clause 7.2 will apply.
- 11.6 In circumstances of termination where you have achieved or go on to achieve a Win, you will remain liable for the Solicitors' Fee and Disbursements. In those circumstances, Harcus Parker has an absolute discretion to charge you a lesser sum in respect of the Solicitors' Fee. In considering whether to do so, and, if so, how much lesser a sum, Harcus Parker may take account of all the relevant circumstances, which may include such matters as:
- i) the expense and time incurred by Harcus Parker on your behalf in bringing the Claim, and the stage of the Proceedings at which the agreement was terminated;
 - ii) the value of your Claim, and the proportion of the Proceedings made up by your Claim; and

- iii) your reasons for terminating this agreement, and in particular whether your motivation for doing so was in whole or in part to seek to frustrate the payment of the Solicitors' Fee,

but you will remain liable for the Solicitors' Fee in full after you achieve a Win unless and until Harcus Parker decides in its absolute discretion that some lesser sum shall be due in respect of the Solicitors' Fee.

12 Transfer to a new law firm

12.1 Harcus Parker may notify you, using the email address which you provided to Harcus Parker in the course of engaging it to act for you, that your Claim will henceforth be carried on by a different firm to Harcus Parker which will:

- i) act for you on the same basis as Harcus Parker and under the terms of this agreement as applied to the successor firm instead of Harcus Parker and, subject to that, this DBA would continue with the successor firm in place of Harcus Parker and would not be terminated within clause 11 above or at all;
- ii) be authorised to carry on legal services and carry the appropriate insurance.

12.2 You authorise Harcus Parker or the Committee to enter into a novation agreement on your behalf and as your agent in favour of the new firm, subject to clause 12.1 above.

12.3 In that event, subject to clause 12.1 above and to any further agreement between the parties, that the terms of the DBA shall continue apply as between you and Harcus Parker up to the date that the successor practice take over, and the DBA with the new firm shall apply from that date onwards.

12.4 Should such a transfer occur, Harcus Parker may, at its absolute discretion, transfer any or all of its rights under this DBA (including, for the avoidance of doubt, its rights to receive the Solicitor's Fee and Disbursements) to a third party.

13 Authority of Committee to enter new DBA on Claimants' behalf

It is expressly anticipated, and you hereby authorise the Committee to act as your agent for the purpose of, entering into a replacement DBA (a '**Replacement DBA**') in the event that:

- i) the DBA Regulations 2013 are amended or replaced; or
- ii) Harcus Parker notifies the Committee that the carriage of the Claim is to be transferred into a new practice,

provided that any Replacement DBA should be on terms no less favourable to you than this agreement and should so far as possible have retrospective effect to the date of 1 July 2019.

14 Claimants' understanding of Harcus Parker's reliance

If any part of this agreement should prove to be invalid or unenforceable, the parties shall negotiate in good faith to give effect to the intentions of the parties in entering this agreement.

15 No liability of Harcus Parker for Adverse Costs

Subject to the court's jurisdiction to award costs against Harcus Parker under the wasted costs jurisdiction or otherwise under Section 51 of the Senior Courts Costs Act 1981, the Claimants agree

to use their best endeavours not to do any act so as to cause Marcus Parker to become liable for the costs of any opponent in the Claim.

16 Severability

If any of the provisions of this Agreement are found by a court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

17 Governing Law and Jurisdiction

17.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

17.2 Any dispute arising out of or in connection with this agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of the arbitration shall be London.

18 Execution

18.1 In making this DBA available for signature, Marcus Parker has given their agreement to its terms. In addition, Marcus Parker will execute a single copy of this agreement and such execution shall be evidence of Marcus Parker’s agreement with every Claimant who agrees to this agreement.

18.2 You confirm your irrevocable agreement to the terms of this agreement by giving your electronic consent to it.



Signed:

For and on behalf of Marcus Parker Limited

**SCHEDULE 3
LITIGATION MANAGEMENT AGREEMENT**

Date

The date of this agreement is the date upon which you accept its terms.

Parties

This is an agreement made between:

- (1) You;
- (2) Harcus Parker; and
- (3) all of the other Claimants.

Background

- (A) You and the other Claimants are entering into this agreement in order to bring your Claims as part of the Proceedings. This document sets out the agreement between you, Harcus Parker and the other Claimants about how the Proceedings will be managed.
- (B) By this agreement, you (and the other Claimants):
 - a. confirm that you understand what your Claim is about;
 - b. confirm that you understand that by bringing your Claim you take on obligations to the Court;
 - c. confirm that you appreciate that the Claim may involve some risk;
 - d. authorise Harcus Parker to issue a claim form on your behalf, and authorise Damon Parker of Harcus Parker, or another Partner at Harcus Parker, to sign statements of truth on your behalf based on the information you provide to us through our online questionnaire (and in doing so you recognise and acknowledge that making or causing somebody to make a false statement in a document verified by a statement of truth could give rise to proceedings for contempt of court); and
 - e. irrevocably agree to appoint the Committee to take certain decisions on your behalf. These are described below at clause 0 and include how the Proceedings are to be grouped and managed.
- (C) You and each of the Claimants have also entered DBAs with Harcus Parker in respect of your Claims. The DBAs set out the way in which Harcus Parker will be paid for work done on the Claims.
- (D) Harcus Parker also acts for a number of individuals who have similar claims against the other defendant energy suppliers. There are likely to be issues which are common both to the Proceedings and to these claims, and through this agreement you give Harcus Parker the discretion to seek to run any such common elements in the most efficient way possible, which may include by seeking to have the two sets of proceedings managed jointly.
- (E) It is also likely that others will wish to make claims similar to yours but will instruct solicitors other than Harcus Parker to do so. Through this agreement you give Harcus Parker the discretion to seek to agree that these related claims should be managed with the Claims.

- (F) This agreement is enclosed with and should be read alongside Harcus Parker's engagement letter, along with the DBA, and a glossary of defined terms. The definitions contained within the glossary are adopted and incorporated into this agreement.
- (G) You have either taken independent legal advice in relation to the arrangements set out in this agreement or you are content to proceed without such advice.

General Matters

1.1. You and each of the other Claimants recognise and agree that:

By executing this agreement and its associated documents, you are instructing Harcus Parker to investigate whether a Claim can be brought on your behalf. You give Harcus Parker the discretion to decide whether or not any such Claim is viable and agree that if in Harcus Parker's discretion it is not viable, then Harcus Parker has no duty or obligation to seek to bring it.

A partial completion of the registration process may not result in you becoming a Claimant. Once you have clicked to accept the terms of this agreement (and the DBA and other associated agreements) you will receive an email confirming your instructions. You will then need to continue your registration and provide Harcus Parker with sufficient information to issue a Claim on your behalf;

You are responsible for:

the accuracy of the information you supply to Harcus Parker; and

the consequences of its being inaccurate.

Harcus Parker has no duty to the Claimants to check the accuracy of the information supplied.

You will each act in good faith in applying this agreement in accordance with the common objective of managing and pursuing the Claims to obtain maximum possible damages overall and to share costs liabilities in accordance with the principles set out in this agreement.

You are joining a group of Claimants who are collectively pursuing Claims that are suitable to be run collectively. In doing so, you gain the advantages of economies of scale and access to funding, but you are not being advised on whether you have alternative causes of action other than those being brought collectively through the Proceedings; nor are you being advised on the possibility of you being able to bring different claims against other defendants.

You will respond promptly to communications from the Committee and Harcus Parker, and will provide all possible assistance to Harcus Parker in connection with the Claim, including as to:

the signing of any letters of authority;

the disclosure of documents and data; and

the drafting of witness statements,

and that if you do not, you will damage your Claim and the Claims of your fellow Claimants. Because of the importance to all of the Claimants of cooperation, if you become an Obstructive Claimant, Harcus Parker may ask the Committee to instruct them to take steps formally to discontinue your Claim, and you and all other Claimants accept that if you or they become an Obstructive Claimant, the authority you and they have given to the Committee will extend to the Committee being empowered to require an Obstructive Claimant's Claim to be discontinued.

You will keep this agreement and its terms confidential unless required by the court to disclose it in the Proceedings or for the purpose of determining a dispute pursuant to clause 1.47.

- 1.2. All Notices shall be in writing and shall be transmitted by email in a form generating a record copy to the party being served at their usual place of residence or place of business. Any Notice sent by electronic means shall be deemed to have been duly served at the time of transmission (if transmitted before 4.30pm on a business day and if not so transmitted then at 9am on the next business day after which the transmission as made).
- 1.3. This agreement takes effect subject to the terms of each individual Claimant's DBA, and, if there is any conflict between a term or terms in this agreement and that in the DBA, the DBA shall take precedence. Further, if and to the extent that any provision in this agreement causes a Claimant's DBA to be invalid or unenforceable, that provision of this agreement will be deemed to be deleted from this agreement and shall not take effect.

Agreement to work together

- 1.4. You and the other Claimants may have different complaints to bring against the Defendant(s), but you agree that you have a common interest in bringing your Claims together. By executing this agreement, you and every other Claimant warrant that you have no interest which is adverse to the success of the Proceedings.
- 1.5. The Claimants' common interest is in attempting to secure the largest possible sum from the Defendant(s). This could be as a result of the court awarding a sum of compensation or as a result of the Defendant(s) to your Claim making you an offer of settlement which is accepted on your behalf by the Committee.
- 1.6. You appreciate that if the Proceedings result in a successful judgment at trial, the court may order that some Claimants are compensated in a different way from others because of their individual circumstances.
- 1.7. You understand that circumstances may arise in which it would be expedient not to take detailed account of the individual issues of each Claimant's case in the allocation of the Overall Claim Proceeds to Claimants because it would otherwise be very expensive and burdensome to work out a fair division.

Sharing of information, confidentiality and legal professional privilege

- 1.8. You and the other Claimants agree that:

The duty of confidentiality owed to each of you individually by Marcus Parker in respect of:

the facts of your individual Claims disclosed to Marcus Parker by the Claimant or by any other party in or third party to the Proceedings; and

any documents produced by you or to you through disclosure,

shall be waived as against your fellow Claimants and the Committee in so far as Marcus Parker considers it necessary or helpful to compare the facts of individual Claims for the purposes of advising on and conducting the common aspects of the Proceedings. The Claimants' Confidential Information will be shared on terms of confidentiality and without any waiver of privilege.

You will disclose the facts and terms of any offer to settle made to you to Marcus Parker and to any other Claimant and to the Committee.

If Marcus Parker considers it to be necessary or helpful, Marcus Parker may use information or documents derived from one Claimant's individual Claim in any other Claimant's individual Claim or in the Proceedings in general. For the avoidance of doubt this extends to the sharing of Confidential Information with barristers instructed in the Proceedings, third-party litigation funders or insurers with an interest or potential interest in the Proceedings, and any other third party who owes an obligation of confidence to Marcus Parker.

Harcus Parker's duty to report to its clients shall be satisfied by Harcus Parker reporting to the Committee and that it is in the best interests of the Claimants as a whole for communications with them to be limited because of the risk that sensitive, confidential, and privileged information may be passed to the Defendants.

You will not disclose to any person who is not either a Claimant or a professional adviser of a Claimant with a duty of confidentiality to that Claimant any advice received from Harcus Parker or any other communication received from the Committee in connection with the Proceedings. For the avoidance of doubt, the contents of this agreement and the DBA are, subject to clause 4.1(h) confidential, and the Claimants agree that they will not disclose the contents of either document to any person who is not either a Claimant or a professional adviser of a Claimant with a duty of confidentiality to that Claimant.

Harcus Parker may, for reasons of cost efficiency or otherwise, instruct a third-party firm to manage some of the administrative burden of the Proceedings and, in particular:

to process and collate information from responses to subject access requests made by Harcus Parker;

to maintain a secure database to store and organise information about the Proceedings and the Claimants;
and

to administer the distribution of the Overall Claim Proceeds.

- 1.9. Any information shared pursuant to clause 1.8 above shall remain fully confidential as against any person who is not either a Claimant or a professional adviser of a Claimant with a duty of confidentiality to that Claimant and the Claimants agree that they will keep all such information fully confidential and will not disclose any such information to any third party except for the purposes of obtaining professional advice.
- 1.10. If a Claimant ceases to be a party to this agreement, that Claimant's duty of confidentiality shall continue with full force and effect.
- 1.11. All communications between Harcus Parker and the Claimants or any of them shall be subject to legal professional privilege and the Claimants irrevocably agree that solicitor-client privilege shall not be waived or abrogated from in any way by the passing of Confidential Information amongst the Claimants. Harcus Parker shall be authorised to report to the Claimants on the facts underlying each Claimant's Claim, including the facts stated in the evidence disclosed by the Defendant.

The DBA and the Claimants' own costs

- 1.12. You and the other Claimants agree so far as possible that Harcus Parker should seek to run the common elements of the Proceedings jointly, and for Generic Costs to be shared in accordance with this agreement.
- 1.13. The Parties recognise, however, that not all of the costs of bringing the Claims will be Generic Costs. Costs which are not Generic Costs may be either Individual Costs or Issue Costs.

- 1.14. Subject to any order of the court to a different effect, the Claimants agree that Individual Costs and Issue Costs within the Proceedings or sub-groups of Claims will be treated as Generic Costs unless Harcus Parker decides, at its discretion and after consultation with the Committee, that it would be fair and proportionate to treat certain costs as being either Individual or Issue Costs. In exercising this discretion, Harcus Parker will have regard to the administrative costs of distinguishing between different kinds of costs and the utility of the distinction, bearing in mind its potential impact as well as the amount of costs at issue.
- 1.15. The Claimants agree to apply for an order or orders that as far as possible their cases be managed together and agree that the costs of any lead or test case or cases within the Proceedings will be treated as Generic Costs.
- 1.16. You and each of the Claimants authorise Harcus Parker to incur Disbursements on your behalf. Disbursements may be either Generic Costs, Issue Costs or Individual Costs.
- 1.17. By entering into this agreement each Claimant agrees that his or her share of costs, as further set out in clause 0 below under the title 'Costs Sharing', shall be calculated as though Harcus Parker had begun to act for each Claimant on the date on which Harcus Parker began acting in relation to the Proceedings.
- 1.18. The Claimants agree as follows:

Disbursements

Harcus Parker will raise disbursement-only invoices (subject to the definition of 'Disbursement' in the DBA) and will submit them to the Committee for approval on behalf of the Claimants. These invoices will make clear that the primary liability for Disbursements is the Claimants', so that the Claimants can recover these costs from the Defendants, even though Harcus Parker will pay these costs in the first instance.

Harcus Parker's time costs

When requested by the Committee, Harcus Parker will submit to the Committee for approval an account of the time costs they have incurred on Proceedings. As set out at clause 0 below, the Committee will satisfy itself as to the reasonableness of the time incurred.

- 1.19. The Claimants further agree that Harcus Parker's reporting on costs to the Committee will be a sufficient report to them and that Harcus Parker will have no further duty to report on costs than to report to the Committee. For the avoidance of doubt, Harcus Parker will have no duty to produce itemised reports showing each Claimant's Proportionate Share of its costs, save for at the conclusion of the Proceedings, and only to the extent that it is necessary to do so in order to invoice the Claimants.

Costs sharing between the Claimants

- 1.20. The Claimants agree that, unless the court orders otherwise, the amount of costs referable to each Claimant shall be a Proportionate Share of the Generic Costs and, as appropriate, Issue Costs, plus any Individual Costs referable to any particular Claimant within each Claim they pursue.
- 1.21. The Claimants recognise that the result of the Proceedings may be that the actual relationship between a Claimant's damages and the overall damages awarded may differ from the Proportionate Share.

The Defendants' costs and the costs of Adverse Costs insurance

- 1.22. Nothing in this agreement shall impose any liability on Marcus Parker or any third-party funder to meet any Adverse Costs orders. The Claimants retain responsibility for any Adverse Costs. The remainder of this clause deals with how it is proposed to protect the Claimants from that risk.
- 1.23. Marcus Parker intends, at an appropriate point in time, to seek to obtain insurance against the risk of Adverse Costs in respect of the Proceedings.
- 1.24. You and each of the Claimants acknowledge that if insurance is in place the Claimants may be jointly and severally liable in law for Adverse Costs within each Claim they pursue if the policy (or policies) of insurance which is obtained is insufficient and/or in any way fails to cover all of the Defendant's costs. However, the Claimants agree collectively that the Claimants' liability for Adverse Costs should be several and not joint within each Claim they pursue. The Claimants also acknowledge that the terms on which insurance is likely to be offered will include a cross-subsidy between the Claimants such that the insurance overall will pay out only if there are no Overall Claim Proceeds from which Adverse Costs can be satisfied. The effect of this will be that if the Claims of some Claimants succeed and some fail the Adverse Costs of those that fail will be borne by those that succeed. The Claimants further acknowledge that the terms of the insurance are likely to include a cross-subsidy as between different types of Claim, with the same effect. Subject to that, no single Claimant should, in the event of an Adverse Costs order in respect of Generic Costs or Issue Costs being made, bear more than a Proportionate Share of such Adverse Costs. Each Claimant will be individually and severally liable for his or her own Individual Costs.
- 1.25. You and each of the Claimants agree that Marcus Parker should, if it thinks it necessary, apply to the court for an order reflecting this agreement.
- 1.26. In the event that no such order is made, you and the Claimants each accept that any Claimant who is burdened with a greater share than their Proportionate Share within each Claim they pursue should be entitled to recover the difference from their fellow Claimants within that Claim: any Claimant who has initially borne a greater burden of such liabilities shall have a right of recovery which the Claimants agree will not be contested against any of his or her fellow Claimants who have not paid their due share. For the avoidance of doubt, this clause 1.26 will only apply in the unlikely event that the court does not make an order reflecting clause 1.24.
- 1.27. Nothing in this agreement shall make the Committee or Committee Member liable for such costs save to the extent that any such member faces a liability in respect of his or her capacity as a Claimant.

Sharing costs and risk with other groups

You and the other Claimants recognise that it is possible that individuals other than those who chose to instruct Marcus Parker will seek to pursue similar claims to those of the Claimants. You acknowledge that the Committee's authority will extend to agreeing to share costs and risk with other groups, and that this may include an agreement that Marcus Parker will agree to share work with the solicitors acting for other groups. Marcus Parker will be instructed to endeavour to ensure that any work- or cost-sharing agreements will mirror the agreements between the Claimants recorded in this agreement.

The Committee

- 1.28. Subject to the provisions of this agreement, you and each Claimant irrevocably appoint the Committee to be your agents in relation to your Claims and you each confirm that the Committee may give instructions to Harcus Parker in relation to the conduct of the Proceedings, including without limitation:

discontinuance by all Claimants, or any one or more of them;

the entry into and conduct of settlement negotiations;

subject to sub-clause 11.8 the acceptance and making of offers to settle (including for the avoidance of doubt the acceptance and making of offers in accordance with the Distribution of Global Damages Clause and the acceptance of making of offers to settle not only the claims in the Proceedings but also to enter an agreement in full and final settlement of all claims the Claimants may have against the Defendant);

the instruction of Counsel, experts and the incurring of any other third-party liability that Harcus Parker advise is necessary for the conduct of the Proceedings;

the execution of any policies of Adverse Costs insurance or third party funding agreements;

the negotiation and execution of documents comprising new terms under which Harcus Parker or its successor will act; and

strategy generally.

- 1.29. Each Claimant in addition irrevocably agrees that the Committee may do any ancillary necessary act and execute any ancillary necessary document on his or her behalf.
- 1.30. The Claimants agree further to ratify and to confirm anything the Committee does or executes on their behalf in relation to the Proceedings in the proper execution of its role.
- 1.31. The following rules shall govern Committee meetings:

Committee meetings must be held in the presence of Harcus Parker, may be called by any Committee Member and may be held in person on seven days' notice or by conference call on 24 hours' notice, such notice to be provided by email or by other means if so agreed by a Majority of Committee Members' votes cast;

Committee meetings held by the Initial Committee Members shall be considered quorate only if three or more members are in attendance, whether in person, by telephone or via video conferencing facilities. If the number of Committee Members has fallen beneath three by the operation of clause 1.32, a Committee meeting shall be quorate if all remaining members are in attendance. If the number of Committee Members is seven or more, a Committee meeting shall be quorate only if four or more members are in attendance, whether in person, by telephone or via video conferencing facilities;

no one who is not a Committee Member or a representative of Harcus Parker shall be entitled to attend a Committee meeting other than by the invitation of at least four Committee Members or by the invitation of Harcus Parker;

minutes must be kept of all meetings by Harcus Parker and approved by the Committee;

the Committee shall agree by a Majority of the votes cast to appoint a Chairperson from time to time, and the Chairperson may exercise a casting vote in the event of a tied vote;

the Committee may dismiss the Chairperson for the time being and appoint a new Chairperson by a Majority of the votes cast;

the Committee may agree by a Majority of the votes cast to delegate certain decisions to a sub-committee of not fewer than three members provided that the Committee is kept fully informed of all decisions that are made and the reasons for them.

1.32. The following rules shall govern the appointment, removal, and resignation of Committee Members:

a Claimant shall cease to be a Committee Member as soon as he or she:

retires by notifying each member of the Committee and Harcus Parker in writing (but only if enough Committee Members remain in office to form a quorum for meetings);

dies;

applies for a voluntary winding up, becomes insolvent or enters a voluntary arrangement with its creditors;

becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;

has a bankruptcy order made against him or her; or

is subject to a resolution by a Majority of votes cast by Committee Members at a properly convened meeting of the Committee and with prior or simultaneous consent of Harcus Parker, that he or she should cease to be a member of the Committee.

No Claimant shall be appointed a member of the Committee until he or she has executed a confidentiality agreement on terms stipulated by Harcus Parker; and

a Claimant shall be appointed as a member of the Committee by the resolution of a Majority of votes cast by Committee Members at a properly convened meeting of the Committee, providing that the number of Committee Members shall not exceed nine and providing that Harcus Parker has given its consent.

1.33. The Committee will give instructions to Harcus Parker in relation to the conduct of the Proceedings, including (without limitation):

discontinuance in relation to any individual Claimant;

strategy generally;

how the Claims should be grouped;

the commencement and conduct of settlement negotiations;

the execution of any policies of Adverse Costs insurance and any documents or agreements ancillary to any such policies.

1.34. In relation to all matters other than the acceptance and making of offers to settle, the business of the Committee will be resolved by a Majority of Committee Members voting. In the event of a split vote the Chairperson shall have the casting vote.

1.35. In relation to the acceptance and making of offers to settle and the operation of the Distribution of Global Damages Clause, the decision of the Committee must be made by a Majority of Committee Members voting and no vote in favour of the acceptance or

making of an offer shall be passed unless Counsel advises it to be in the best interests of the Claimants as a whole. The detailed operation of the Distribution of Global Damages Clause is dealt with at clause 0 below.

1.36. In addition, the Committee will:

act as the Claimants' representatives to Harcus Parker in relation to the Proceedings;

ensure that Harcus Parker reports to the Claimants from time to time on the progress of the Proceedings;

ensure that Harcus Parker reports to insurers in accordance with their requirements;

approve on behalf of the Claimants any invoices raised by Harcus Parker (including in respect of any Disbursements incurred);

approve Harcus Parker's accumulating work in progress; the Committee may appoint an independent costs draftsman to assist them in this respect and is entitled to rely on his or her advice; and

give instructions as to the distribution of the Overall Claim Proceeds to the Claimants.

1.37. The Claimants agree that the Committee's discretion to negotiate settlement should not extend to the Committee agreeing to settle on a basis that frustrates the payment to Harcus Parker of the Solicitors' Fee. The Claimants further agree that the Committee may not agree to a settlement that does not involve the payment of a cash sum sufficient to satisfy the Solicitors' Fee without the prior written consent of Harcus Parker.

1.38. The Claimants agree that in the event that the Claimants succeed at trial, the Committee shall instruct Harcus Parker to procure that any order giving effect to the judgment shall be on terms that a cash sum sufficient to satisfy the Solicitors' Fee be paid to Harcus Parker before the distribution of the remaining Overall Claim Proceeds to the Claimants.

1.39. The Committee will at all times act in accordance with the terms of this agreement and use its reasonable endeavours to act in the best interests of the Claimants as a group.

1.40. Subject to clause 1.39 above, and subject to a member of the Committee breaching his or her duties under the separate confidentiality agreement that each must sign pursuant to clause 0, no member of the Committee shall be liable to the Claimants (or any of them) for his or her own acts, neglects or defaults or for any loss to the Claimants incurred in connection with his or her role as a Committee Member, unless caused through his or her own fraud or dishonesty.

1.41. No Committee Member shall be liable for the acts, neglects or defaults of any other Committee Member.

1.42. The Committee Members shall be indemnified by the Claimants against any costs, losses or expenses to which they may become liable as a result of the proper exercise of their duties as Committee Members.

1.43. The Claimants agree that the Committee Members shall be entitled only to reimbursement of their reasonable expenses.

Distribution of Global Damages Clause

1.44. The Claimants recognise that if there are negotiations to settle the Proceedings with the Defendants, it is possible that any offers made will be on a costs-inclusive global basis.

The Claimants specifically authorise the Committee to solicit offers on such a basis and to allocate and distribute the Overall Claim Proceeds, subject to obtaining advice from Marcus Parker and from Counsel and subject to the terms of clause 1.45 below, by reference to the amounts claimed or by any other method which Counsel advises is an appropriate method of determining a global settlement of damages. The Claimants also recognise that there may be circumstances that arise in which it is necessary to decide how a global offer should fairly be framed, how a global sum of damages should be allocated between different categories of Claimant, and that it may be appropriate for one category of Claimant to settle without another settling, and that different considerations, including different assessments as to the overall strength of the claims of the groups may apply to each group. The Committee has a discretion to decide which of these methods (and/or a combination of these) is most appropriate.

- 1.45. In giving this authority, the Claimants appreciate that the effect of this 'Distribution of Global Damages Clause' may be that no detailed account will be taken of the individual merits or demerits of individual Claimants' cases (if any) and accept that adjudicating between individual Claimants' cases would be disproportionately expensive and burdensome.
- 1.46. It is expressly understood by the Claimants that it is not possible at this stage to predict with accuracy how the court may determine how damages should be calculated; and nor is it possible to predict how the argument between the Claimants and Defendant will clarify how damages should be calculated.
- 1.47. Any Committee Member may require the decision of the Committee under this Distribution of Global Damages Clause to be referred prospectively to arbitration in accordance with clause 1.48 below. The Committee will then instruct Marcus Parker to prepare a submission to the Distribution Arbitrator which sets out the background and the factors influencing the Committee's decision.
- 1.48. The submission to the Distribution Arbitrator will include the following instructions:

This matter is being referred to arbitration because the Committee appointed by the Claimants in the Proceedings either disagrees as to what is the correct and fair manner to distribute the Overall Claim Proceeds between the Claimants or because it wishes to be reassured that an offer made is fair as between different categories of Claimants, and / or that the method of distribution of the Overall Claim Proceeds it agrees is appropriate.

The Proceedings are conducted subject to agreements between the Claimants which contain an agreement to work together which provides that if there is a settlement before trial, it will not be necessary to take account of the individual issues of each Claimant's case if it would be expensive and burdensome to do so.

At the outset of the Proceedings, it was not clear what factors would be relevant to the distribution of global damages.

The issue to be decided, as to which the arbitrator has complete discretion, is whether each Claimant who is able to prove his or her entitlement to a share of the Overall Claim Proceeds should receive the same amount whether they should receive a payment which reflects other factors, and if so what factors.

In reaching his or her determination, the arbitrator is asked to bear in mind the principles underlying this agreement and the additional cost and complexity that may flow from distinguishing between different groups of Claimants.

- 1.49. The Distribution Arbitrator's decision will be binding on all Claimants, so that no Claimant may subsequently challenge it.
- 1.50. The costs of instructing the Distribution Arbitrator and of the Distribution Arbitrator shall be borne by the Overall Claim Proceeds after the distribution of the Solicitors' Fee.

Recovery of Damages and Costs

Notwithstanding any other provision of this agreement, and subject to the terms of the DBA, if any of the Overall Claim Proceeds are paid prior to the disposal of any part of the Proceedings or prior to any payment in respect of costs, a retention will be made from the damages of an amount which in the reasonable view of Harcus Parker and the Committee will be sufficient to fund the costs to be incurred in connection with:

- 1.51. such parts of the Proceedings as have not at that stage been settled or finally determined by the court; and/or
- 1.52. assessment proceedings or negotiating the recovery of costs with the Defendants.

General Matters Relating to Settlement and Distribution

- 1.53. The Claimants recognise that the entire or part of the amount of any settlement (before the deduction of the Solicitors' Fee) may be subject to taxation. The Claimants further recognise that Harcus Parker has no duty to advise them in relation to taxation matters and is specifically not retained to do so.
- 1.54. The Claimants have each agreed with Harcus Parker that it will act for them in the Claims under the DBAs and recognise that Harcus Parker will, in reliance on the DBAs, incur considerable expense and undertake a considerable amount of work in the expectation of being paid the Solicitors' Fee in the event that each of the Claims are successful. The Claimants and each of them warrant that they will not seek to settle or accept an offer to settle directly with the Defendants or any associate of the Defendants:

without the Defendants paying the Solicitors' Fee under the relevant DBA to Harcus Parker; or

on a basis which frustrates the payment to Harcus Parker of the Solicitors' Fee.

- 1.55. If, notwithstanding sub-clause 1.54, any Claimant does settle directly with the Defendant, that Claimant agrees:

that he or she will not spend or transfer away the amount they receive in settlement from the Defendant; and

that he or she will immediately inform the Committee and Harcus Parker that they have accepted a direct settlement and of the amount of such settlement and will transfer to Harcus Parker an amount equal to any sums due to Harcus Parker under the DBA plus VAT.

- 1.56. The Claimants agree that the Committee should, not without the prior written consent of Harcus Parker, accept any offer of settlement from the Defendants in relation to any Claim which does not include terms that the Solicitors' Fee be paid directly to Harcus Parker by or on behalf of the Defendant.
- 1.57. If for any reason it is not possible to give effect to the above agreement, the Claimants agree that the distribution of any of the Overall Claim Proceeds may be effected though the instruction of a class action claims administrator, who may be instructed to distribute

the Overall Claim Proceeds in accordance with an agreed formula. The costs of distributing the Overall Claim Proceeds will be paid out of the Overall Claim Proceeds.

Commencement

This agreement shall commence on the date that the first Claimant accepts its terms and shall be refreshed at the date each additional Claimant becomes a party to it.

Termination

- 1.58. If a Claimant dies during the course of this agreement the rights and obligations of that Claimant under this agreement shall pass to his or her personal representatives.
- 1.59. A Claimant who wishes to discontinue his or her claim prior to proceedings being issued may only do so with the permission of the Committee.
- 1.60. In addition to requiring the permission of the Committee, a Claimant for whom a claim has been issued may, as a consequence of the provisions of Part 38 of the Civil Procedure Rules, be able to withdraw only with the permission of his, her or its fellow Claimants or with the permission of the court. The normal position is that a discontinuing claimant is ordered by the court to pay a share of the Defendants' costs up to the date of discontinuance. Any such court order would be the sole responsibility of the discontinuing Claimant. It is very unlikely that the payment under any such court order would be covered by insurance.
- 1.61. If any Claimant ceases to be a party to this agreement, the obligations contained in this agreement (subject always to the terms of the DBA which, if they conflict with the terms of this agreement, shall take precedence) shall remain in full force and effect in relation to the departing Claimant's liabilities (if any) for Claimants' and Defendants' costs incurred up to the end of the calendar month in which the departing Claimant ceases to be a party to this agreement.
- 1.62. In the event of one or more Claimants ceasing to be a party to this agreement for any reason it is further agreed that the obligations of the remaining Claimants one to another will continue in all respects.

Severability

If any of the provisions of this agreement is found by a court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect. Notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

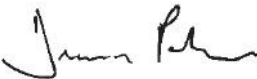
Law, jurisdiction and disputes resolution

- 1.63. This agreement shall be governed by the laws of England and Wales.
- 1.64. You and each of the Claimants agree to submit any dispute arising out of or in connection with this agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of the arbitration shall be London. In the event that

an issue is referred to arbitration, the arbitrator's decision will be binding on all Claimants, so that no Claimant may subsequently challenge it.

Execution

- 1.65. In making this agreement available for signature, Harcus Parker has given its agreement to its terms. In addition, Harcus Parker will execute a single copy of the agreement and such execution shall be evidence of Harcus Parker's agreement with every Claimant who agrees to this agreement.
- 1.66. You and each of the Claimants confirm your irrevocable agreement to the terms of this agreement electronically by giving your electronic consent to it. This agreement is intended to apply as between all of the Claimants who agree to this agreement, with the intention that any Claimant who agrees to this agreement will have the obligations set out in this agreement to all other Claimants, irrespective of the date on which any Claimant agreed to this agreement.

Signed: 

For and on behalf of Harcus Parker Limited

SCHEDULE 4
GLOSSARY OF DEFINED TERMS

In the DBA, the LMA, Harcus Parker's engagement letter and the Privacy Notice, the following terms have the following meanings.

Adverse Costs	Any costs which the Claimants are ordered to pay by the court in respect of any Claim they pursue.
Claim(s)	Each Claimant's individual claim (which may comprise more than one claim in law) against the Defendant, brought as part of the Proceedings, and arising out of the Claimant's contract(s) for the supply of gas and/or electricity to their business.
Claim Proceeds	<p>The sum total of any and all value due to and/or received by, on behalf of, or in lieu of payment to, a Claimant in connection with or arising out of the Claim or the Proceedings as a result of any judgment, award, order, settlement arrangement or compromise, (including payment of any damages, compensation, interest, restitution, recovery, judgment sum, arbitral award, settlement sum, compensation payment), whether in monetary or non-monetary form, whether actual or contingent, and before deduction of any taxes which the Claimant may be liable to pay thereon.</p> <p>For the avoidance of doubt Claim Proceeds do not include: i) any costs, barristers' fees or Disbursements paid or payable by another party to the Proceedings.</p>
Claimant and Claimants	Persons which have instructed Harcus Parker to bring a Claim against the Defendant as part of the Proceedings and whose names, addresses, and the date on which they instructed Harcus Parker appear in a register kept by Harcus Parker.
Committee	A group of not more than 9 representatives of Claimants to whom authority to take certain decisions in respect of the Proceedings is delegated by each Claimant.
Committee Member(s)	The Initial Committee Members plus any individuals who subsequently join the Committee, minus any Initial Committee Members who cease to be members of the Committee.
Confidential Information	Information which is confidential to the Claimants or Harcus Parker.
Data Controller	According to UK Data Protection Laws, the data controller is responsible for deciding why and how Personal Data is processed. Harcus Parker is the Data Controller responsible for the Processing of your Personal Data in relation to the Claim (including any related Processing undertaken on the Website or elsewhere).

DBA Regulations 2013	The Damages-Based Agreements Regulations 2013 (Statutory Instrument 2013/609).
Defendant and Defendants	(i) British Gas, (ii) E.ON, (iii) EDF, (iv) npower, (v) Opus, (vi) Scottish Power, (vii) SSE, (viii) Total Gas and Power; and any other licensed supplier of gas or electricity with whom you have entered into an energy supply contract.
Disbursements	The expenses which Harcus Parker will need to pay in order bring the Proceedings (excluding barristers' fees which are included in the Solicitors' Fee). These include: <ul style="list-style-type: none"> i) the fees of experts; ii) Court fees (where applicable); iii) the payment of insurance premiums (if relevant, and whether or not such premiums are payable up front or only in the event of success); iv) the costs, as applicable, of data rooms, disclosure platforms, and electronic bundling systems; and v) couriers and other document production costs such as photocopying charges.
Distribution Arbitrator	A retired High court Judge, to be nominated by the Committee on the advice of Harcus Parker and, in the absence of a nomination, to be nominated by the Chairman for the time being of the Chancery Law Bar Association.
Generic Costs	Costs which relate to elements of the Proceedings which are applicable to all of the Claimants.
Harcus Parker	Harcus Parker Limited of Melbourne House, 44-46 Aldwych, London WC2B 4LL.
Individual Costs	Costs which relate to elements of Claimants' individual claims which are solely attributable to individual Claimants, where those individual Claimants have not been selected as 'test cases' or 'lead cases' or the like.
Individual Rights	UK Data Protection Laws give you individual rights so that you keep control of your Personal Data. Any reference to individual rights in this privacy context concerns the rights listed at Clause 6 of the Privacy Notice.
Initial Committee Members	The members of the Committee who are present at and who approve the minutes of the first Committee meeting.
Issue Costs	The costs of dealing with specific issues which apply to some but not all Claimants.

Legal Basis	Harcus Parker are always required to rely on a legal basis to Process Personal Data. Reference to legal basis means any, some or all of the following six data protection legal bases: consent, contract to which you are a party, legal obligation, vital interest, public task, and/or legitimate interest.
Majority	More than 50%.
Notice	All invoices, notices, documents, consents, approvals, or other communications sent by Harcus Parker, a Claimant or the Committee regarding the DBA or the LMA.
Obstructive Claimant	A Claimant who, in Harcus Parker’s reasonable opinion, has persistently failed so unreasonably to comply with requests for cooperation that they are obstructing the efficient progress of the Proceedings.
Other Defendant	Anyone other than the Defendants who Harcus Parker advises you to bring a claim against.
Overall Claim Proceeds	The Claim Proceeds of all the Claimants taken together.
Personal Data	Any information which directly or indirectly identifies you. We have listed the main Personal Data we Process about you at Clause 2 of the Privacy Notice.
Proceedings	The Claims of all Claimants together.
Process, Processing and Processed	Any activity impacting Personal Data, including accessing, collecting, holding or anonymising, is considered processing Personal Data under UK Data Protection Laws.
Proportionate Share	<p>A fraction of which the numerator is the value of the Claimant’s Claim and of which the denominator is the aggregate value of all the Claims of those Claimants who, as at the date of the relevant calculation, are parties to the LMA and who participate in the Proceedings.</p> <p>For the purposes of calculating the Proportionate Share, the ‘value’ shall mean the amount claimed by each Claimant, unless the Committee, upon Harcus Parker’s recommendation, decides upon a different definition of value for the purposes of this clause, in which case the Committee shall procure that the Claimants are notified.</p>
Purpose for Processing	We are required to disclose the reason for Processing your Personal Data; that is what we call the purpose for Processing. We have detailed our key purposes at Clause 2 of the Privacy Notice.

Questionnaire	Any questionnaire concerning the Claim, made available to you in any manner and which you will or may have already filled in so that you can express your interest in, or formally join the Claim.
Social Platforms	According to UK Data Protection Laws, we are also responsible for the way we Process your Personal Data we obtained through our social accounts.
Solicitors' Fee	An amount of money equivalent to 33% plus VAT of a Claimant's Claim Proceeds.
UK Data Protection Laws	UK Data Protection Laws means the UK General Data Protection Regulation, the Privacy of Electronic Communications Regulations, the Data Protection Act 2018 and any other local data protection laws applicable to the UK.
Website	Our website concerning the Claim is located at the following URL www.energylitigation.com .
Win	The resolution of a Claim which results in a Claimant recovering or becoming entitled to any Claim Proceeds.

**SCHEDULE 5
LETTER OF AUTHORITY**

#{postal_address_0}

#{date}

Dear Sir/Madam

#{company}

This letter authorises you to correspond with Harcus Parker Limited of Melbourne House, 44-46 Aldwych, London WC2B 4LL on my behalf regarding a potential complaint arising out of the alleged payment of an undisclosed commission by you any broker or 'third party introducer' purporting to act on behalf of #{company}.

This authority relates to all and any agreements, whether previous or current, that are or have previously been held between you and [client name].

I specifically authorise and require you to provide Harcus Parker Limited with all information they require, whether confidential or otherwise, through the use of any form of contact that Harcus Parker Limited deems necessary.

I additionally authorise Harcus Parker Limited to pursue any complaints and/or to bring any necessary legal action arising from your agreement with #{company} and any commissions paid in relation to #{company}'s energy supply agreement.

This authority is valid continuously until I provide you with a written withdrawal of authority. Under Chapter 3 of the GDPR outline and the ICO guidelines, I authorise Harcus Parker Limited to initiate and pursue a formal complaint with the FCA, ICO, FOS and/or FSCS should you fail to comply with such instructions within 30 days.

Yours faithfully

#{fullname}

#{Position}

On behalf of #{company}