

INDEPENDENT TECHNICAL ADVISER DEED OF APPOINTMENT

Dated _____

THE SECRETARY OF STATE FOR ENERGY SECURITY AND
NET ZERO

as the Secretary of State

THE GAS AND ELECTRICITY MARKETS AUTHORITY

as the Economic Regulator

SIZEWELL C LIMITED

as GenCo

[REDACTED]

as the Security Trustee

and

[REDACTED]

as the Independent Technical Adviser

Ref: L-267352

Disclaimer

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This Deed is made on _____

BETWEEN:

- (1) **THE SECRETARY OF STATE FOR ENERGY SECURITY AND NET ZERO**, whose office is at 55 Whitehall, London, SW1A 2HP (the “**Secretary of State**”);
- (2) **THE GAS AND ELECTRICITY MARKETS AUTHORITY, ACTING WHERE RELEVANT THROUGH THE OFFICE OF GAS AND ELECTRICITY MARKETS**, whose office is at 10 South Colonnade, Canary Wharf, London, E14 4PU (the “**Economic Regulator**”);
- (3) **SIZEWELL C LIMITED**, a limited liability company incorporated in England and Wales with registration number 09284825 and whose registered address is at 25 Cophall Avenue, London, England, EC2R 7BP (“**GenCo**”);
- (4) [REDACTED], a limited liability company incorporated in England and Wales with registration number [REDACTED] and whose registered address is at [REDACTED] acting on behalf of the Secured Creditors (the “**Security Trustee**”); and
- (5) [REDACTED], a limited liability company incorporated in England and Wales with registration number [REDACTED] and whose registered address is at [REDACTED] (the “**Independent Technical Adviser**”),

each a “**Party**” and together the “**Parties**”.

Whereas:

- (A) The Secretary of State has designated GenCo as a designated nuclear company pursuant to section 2 of the NEFA and has modified GenCo’s electricity generation licence in accordance with section 6 of the NEFA.
- (B) GenCo, as a relevant licensee nuclear company, has been established to undertake the Project in accordance with all applicable laws and the Transaction Documents.
- (C) The Secretary of State has agreed to provide financial assistance to the Group Companies for, and in connection with, providing infrastructure at places in the United Kingdom (including infrastructure in connection with electricity and other services (potentially including the provision of heat)) pursuant to section 50 of the United Kingdom Internal Market Act 2020.
- (D) The Economic Regulator will regulate GenCo under the terms of the Economic Licence.
- (E) The Independent Technical Adviser will, among other matters, make recommendations to the Economic Regulator (based on its review, evaluation and verification of relevant information), in respect of the matters set out in Schedule 1 (*ITA Services*), including the capital costs of the Project which are paid or payable by GenCo to any of the Works contractors and whether such costs are capable of being logged on to the Regulated Asset Base in accordance with the terms of the Economic Licence.
- (F) The Independent Technical Adviser will also advise on progress against both budget and schedule and the extent to which there might be any LRT Predicted Overrun and/or HRT Predicted Overrun.
- (G) The appointment of the Independent Technical Adviser and scope of the Independent Technical Adviser’s role is set out in this Deed.

- (H) The Security Trustee is a Party to this Deed for the purposes of having access to certain reports provided by the Independent Technical Adviser to GenCo, the Secretary of State and the Economic Regulator and for the performance of specified services under the Finance Documents.
- (I) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

Now it is hereby agreed as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Deed, except to the extent that the context requires otherwise, words and expressions shall have the following meanings assigned to them:

“ACI” has the meaning given to that term in the Economic Licence;

“Actual Additional Allowable Spend” has the meaning given to that term in the Economic Licence;

“Actual Additional Allowable Spend (Nominal)” has the meaning given to that term in the Economic Licence;

“Actual Allowable Capital Spend (ACI)” has the meaning given to that term in the Economic Licence;

“Actual Allowable Capital Spend (CPIH)” has the meaning given to that term in the Economic Licence;

“Actual Allowable Capital Spend (Nominal)” has the meaning given to that term in the Economic Licence;

“Actual Allowable Operational Spend (ACI)” has the meaning given to that term in the Economic Licence;

“Actual Allowable Operational Spend (CPIH)” has the meaning given to that term in the Economic Licence;

“Actual Allowable Operational Spend (Nominal)” has the meaning given to that term in the Economic Licence;

“Actual Percentage Completion” means the Independent Technical Adviser’s estimate of the actual Works which have been completed at the relevant time when measured against the total Works to be completed in order to achieve COD;

“Actual Social Benefits and Communications Costs” has the meaning given to that term in the Economic Licence;

“Additional Allowable Spend” has the meaning given to that term in the Economic Licence;

“Affiliate” means, in relation to any company, a holding company or subsidiary of that company or any subsidiary of such holding company, and **“holding company”** and **“subsidiary”** shall have the meanings given to them in section 1159 of the Companies Act 2006;

“Allowable Capital Spend” has the meaning given to that term in the Economic Licence;

“Allowable Operational Spend” has the meaning given to that term in the Economic Licence;

“Allowable Project Spend” has the meaning given to that term in the Economic Licence;

“Allowable Social Benefits and Communications Costs” has the meaning given to that term in the Economic Licence;

“Allowed Revenue” has the meaning given to that term in the Economic Licence;

“Alternative Secretary of State Transfer” has the meaning given to it in Clause 18.3.3;

“Annual Report” has the meaning given to that term in the Liaison Agreement;

“Approved Discontinuation Plan” has the meaning given to it in Clause 7.3.1;

“Approved Mitigation Plan” has the meaning given to that term in the Contingent Financing Agreement;

“Approved Varied ITA Services” has the meaning given to it in Clause 6.3;

“Assumed FX Rate” has the meaning given to that term in the Economic Licence;

“Assurance Services Agreement” means the contract of that name entered into between GenCo and [REDACTED] on 12 February 2025 in relation to certain assurance services with respect to a number of Project implementation areas;

“Base Year” has the meaning given to that term in the Economic Licence;

“Business Day” means any day (other than a Saturday or a Sunday) on which banks in London are open for business;

“CFA Provider” means the Secretary of State in their capacity as the provider of contingent financing pursuant to the Contingent Financing Agreement;

“Charging Year” has the meaning given to that term in the Economic Licence;

“Civil Works Alliance Agreement” means the contractual alliancing agreement entered into on 24 June 2025 between GenCo, [REDACTED]
[REDACTED] in relation to the civil works and related works in connection with the design, construction and completion of the Project;

“Codes” means the Department for Constitutional Affairs’ Code of Practice on the Discharge of Functions of Public Authorities under Part I of the FOIA and the Code of Practice on the discharge of obligations of public authorities under the Environmental Information Regulations;

“Collaboration Agreement” means the collaboration agreement to be entered into between GenCo and [REDACTED];

“Commercial Manager Partner Contract” means the contract of that name entered into between GenCo and [REDACTED] on 27 January 2025 in relation to project management, contract management and other services for the Project;

“Commercial Operations Date” or **“COD”** has the meaning given to that term in the Economic Licence;

“Commercially Sensitive Information” has the meaning given to that term in the Liaison Agreement;

“Competent Authority” has the meaning given to that term in the Economic Licence, and **“Competent Authorities”** shall be construed accordingly;

“Conditions Precedent and Escrow Agreement” means the conditions precedent and escrow agreement entered into on _____ July 2025 between, amongst others, the Secretary of State, GenCo, HoldCo, the Secured Creditors, the Security Trustee and each Original HoldCo Shareholder;

“Confidential Information” means all data and information either indicated or marked as such or being of a nature which it would be reasonable to assume is of a confidential nature, regardless of form or characteristic, and shall include drawings, files, tapes, specifications or related performance or design type documents, or commercial or price information or data of any kind, whether or not patentable, disclosed orally (if confirmed in writing by the originating party no later than 30 Business Days after disclosure as being confidential), in writing or howsoever by one party to another party or parties in connection with the Project or otherwise being acquired by or coming into the knowledge of such party or parties but does not include information that at the date of disclosure is publicly known or at any time after that date becomes publicly known not as a result of a breach of any duty of confidentiality;

“Consequential Loss” means:

- (a) any indirect or consequential loss;
- (b) any cost of interest or other financing charges; and
- (c) any loss of production, loss of profit, loss of revenue, loss of contract or liability under other agreements,

in each case whether or not the Party knew, or ought to have known, that such loss would be likely to be suffered, but not including costs, losses or liabilities due to third party losses and/or damages (including for injury or death) and/or fines imposed on any party;

“Contingent Financing Agreement” means the agreement of that name entered into between the CFA Provider, PledgeCo, GenCo and HoldCo on or about the date of Revenue Commencement;

“CPIH” means the consumer prices index including owner occupiers’ housing costs published by the Office for National Statistics (the **“Index”**) or, failing such publication or in the event of a fundamental change to the Index, such other index as the Secretary of State and GenCo may agree in writing, or such adjustments to the Index as those parties may agree in writing (in each case with the intention of putting the Secretary of State, the Economic Regulator and GenCo in a ‘no better, no worse’ position than they would have been in had the Index not ceased to be published or the relevant fundamental change not been made);

“Cross-Regulatory Information Sharing Platform” means the working group of that name comprising representatives from, among others, GenCo, the Secretary of State, the Economic Regulator, the Environment Agency and the Office for Nuclear Regulation;

“Currency Hedging Policy” has the meaning given to that term in the Economic Licence;

“Data Protection Legislation” means the following legislation to the extent applicable from time to time:

- (a) the UK GDPR, Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003; and
- (b) any other similar national privacy law;

“DCA Provider” means the Secretary of State acting in their capacity pursuant to the Discontinuation and Compensation Agreement;

“Decommissioning and Waste Management Plan” means GenCo’s decommissioning and waste management plan for the purposes of section 45 of the Energy Act 2008, as updated from time to time in accordance with the Funding Arrangements Plan, the Energy Act 2008 and any other applicable law;

“Delay Event” has the meaning given to that term in the Economic Licence;

“Delivery Area” has the meaning given to that term in the Economic Licence;

“Delivery Partner Contract” means the contract of that name entered into between GenCo and [REDACTED] on 16 January 2025 in relation to project management, contract management and other services for the Project;

“Discontinuation and Compensation Agreement” means the discontinuation and compensation agreement entered into between the DCA Provider, PledgeCo, HoldCo, GenCo and the Security Trustee on or about the date of Revenue Commencement;

“Discontinuation Committee” has the meaning given to that term in the Discontinuation and Compensation Agreement;

“Discontinuation Date” has the meaning given to that term in the Discontinuation and Compensation Agreement;

“Discontinuation Meeting” has the meaning given to that term in the Discontinuation and Compensation Agreement;

“Discontinuation Notice” has the meaning given to that term in the Discontinuation and Compensation Agreement;

“Discontinue” has the meaning given to that term in the Discontinuation and Compensation Agreement, and **“Discontinues”** and **“Discontinuation”** shall be construed accordingly;

“Dispute” has the meaning given to it in Clause 19.1.1;

“Dispute Resolution Procedure” means the procedure for the resolution of Disputes arising under, out of, in connection with or in relation (in any manner whatsoever) to this Deed as set out in Clause 19 (*Disputes*);

“Draft Discontinuation Plan” has the meaning given to that term in the Discontinuation and Compensation Agreement;

“Draft Mitigation Plan” has the meaning given to that term in the Contingent Financing Agreement;

“Economic Guidance” means the guidance issued by the Economic Regulator from time to time in respect of its approach to the economic regulation of GenCo;

“Economic Licence” means the electricity generation licence issued by the Economic Regulator to GenCo in accordance with section 6(1) of the Electricity Act 1989, as such generation licence has been modified by the Secretary of State (in their statutory capacity) in accordance with section 6 of the NEFA;

“Environment Agency” or **“EA”** means the Environment Agency established pursuant to section 1 of the Environment Act 1995 or any successor thereof;

“Environmental Information Regulations” means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;

“Equity Documents” means the:

- (a) Shareholders’ Agreement;
- (b) Investment Agreement;
- (c) Shareholder Loan Agreements; and
- (d) Sell Down Option Agreement;

“Excluded Project Spend” has the meaning given to that term in the Economic Licence;

“Exit Information” means:

- (a) details of the ITA Services and the Varied ITA Services;
- (b) a register setting out:
 - (i) the relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the ITA Services and/or the Varied ITA Services; and
 - (ii) the technical infrastructure and operating procedures through which the Independent Technical Adviser provides the ITA Services and/or the Varied ITA Services,

which shall contain sufficient detail to permit the Replacement Adviser to understand how the Independent Technical Adviser provides the ITA Services and/or the Varied ITA Services and to enable the smooth transition of the ITA Services and/or the Varied ITA Services with the minimum of disruption;

- (c) details of any key terms of any third-party contracts and licences, particularly as regards charges, termination, assignment and novation;
- (d) a list of on-going and/or threatened disputes in relation to the provision of the ITA Services and/or the Varied ITA Services;
- (e) all information relating to employees who will or might transfer to GenCo or a Replacement Adviser; and
- (f) such other material and information as the Secretary of State, the Economic Regulator or GenCo or the Security Trustee may reasonably require;

“Exit Plan” has the meaning given to it in Clause 2.2;

“Expected HRT Predicted Overrun Date” has the meaning given to that term in the Financing MDA;

“Expenditure Plan” has the meaning given to that term in the Contingent Financing Agreement;

“Expert” has the meaning given to it in Clause 19.3.1;

“FDP Documents” means the following documents in relation to the Funded Decommissioning Programme, as approved by the Secretary of State:

- (a) the Funding Arrangements Plan;
- (b) the Decommissioning and Waste Management Plan;
- (c) the Waste Agreements;
- (d) the Section 46 Agreement;
- (e) the FundCo Budget and Services Agreement;
- (f) the FundCo Shareholders’ Agreement;
- (g) FundCo Articles of Association;
- (h) any other document defined as a “Document” in and for the purposes of the Funding Arrangements Plan; and
- (i) any other document designated as an “FDP Document” by agreement between the Secretary of State and GenCo;

“Fee” means the fee set out in Schedule 2 (*Key Persons and Fee*) unless otherwise agreed in accordance with the provisions in Clause 10.1.4;

“Fees Regulations” means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004;

“Final Date for Payment” has the meaning given to it in Clause 10.2.4;

“Finance Documents” has the meaning given to that term in the Financing MDA;

“Financial Model” means the financial model in respect of the Project as prepared by GenCo and delivered to the other Relevant Parties on or around the date of this Deed and as may be updated from time to time as contemplated by the Investment Agreement;

“Financing MDA” means the master definitions agreement entered into between, among others, FundCo, GenCo, HoldCo, PledgeCo, the Secretary of State and the Security Trustee on or around the date of Revenue Commencement;

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

“Forecast Allowable Capital Spend” has the meaning given to that term in the Economic Licence;

“Forecast Allowable Operational Spend” has the meaning given to that term in the Economic Licence;

“Foreign Exchange Purchase Agreement” means any agreement between GenCo and any third party under which GenCo is purchasing forward currency denominations which are different to pounds sterling;

“FundCo” means SZC Nuclear Decommissioning Fund Company, a company to be incorporated in England prior to Revenue Commencement, being the company incorporated for the purposes of managing and investing GenCo’s FDP fund and holding the account into which Funded Decommissioning Programme contributions are made by GenCo;

“FundCo Articles of Association” means the articles of association (or other constitutional documents) of FundCo in force from time to time;

“FundCo Budget and Services Agreement” means the agreement between FundCo and GenCo governing how FundCo is administered and funded, dated on or about the date of Revenue Commencement;

“FundCo Shareholders’ Agreement” means the shareholders’ agreement between GenCo, each of the Independent Director Shareholders and FundCo dated on or around the date of Revenue Commencement;

“Funded Decommissioning Programme” or **“FDP”** has the meaning given to that term in the Economic Licence;

“Funding Arrangements Plan” means the funding arrangements plan entered into by GenCo and FundCo which will form part of the Funded Decommissioning Programme;

“GenCo Compliance Policies” means such compliance policies of GenCo as may be notified to the Independent Technical Adviser by GenCo from time to time;

“GLF Provider” means the Secretary of State in their capacity as lender under the Government Liquidity Facility Agreement;

“Good Industry Practice” has the meaning given to that term in the Economic Licence;

“Government Liquidity Facility Agreement” means the agreement of that name entered into between, among others, the GLF Provider and GenCo dated on or about the date of Revenue Commencement;

“Government Support Package” or **“GSP”** means the:

- (a) Supplemental Compensation Agreement;
- (b) Government Liquidity Facility Agreement;
- (c) Contingent Financing Agreement;
- (d) Discontinuation and Compensation Agreement; and
- (e) Nuclear Administration and Statutory Transfers Agreement;

“Gross Negligence or Wilful Misconduct” means any act or failure to act by a Party or its respective personnel that was an intentional breach or was intended to cause, or was in reckless disregard or wanton indifference to, the harmful consequences that the relevant Party or its respective personnel knew, or ought to have known, such act or failure to act was likely to have for another Party or any third party, but shall not include an error of judgement or mistake made by personnel of the relevant Party (acting reasonably and in accordance with Good Industry Practice) in the exercise of any function, authority or discretion conferred on such personnel;

“Group Company” means each of GenCo, HoldCo and PledgeCo, together the **“Group Companies”**;

“GSP Call Option Agreement” has the meaning given to that term in the Discontinuation and Compensation Agreement;

“GSP Documents” means:

- (a) the Government Support Package;
- (b) the GSP Call Option Agreement; and
- (c) any fee letter entered into in connection with the Government Support Package;

“HoldCo” means Sizewell C (Holding) Limited as GenCo’s holding company;

“HRT Predicted Overrun” has the meaning given to the term “Predicted Overrun” in the Economic Licence;

“ICC” has the meaning given to it in Clause 19.3.3;

“ICC Expert Rules” means the Expert Rules published by the ICC International Centre for ADR;

“Indemnified Party” means each of the Secretary of State, the Economic Regulator, the Security Trustee and GenCo;

“Independent Director Shareholders” has the meaning given to that term in the FundCo Shareholders’ Agreement;

“Independent Expert” has the meaning given to that term in the Discontinuation and Compensation Agreement;

“Individual Requesting Party” has the meaning given to it in Clause 6.1;

“Individual Varied ITA Services” has the meaning given to it in Clause 6.4;

“Information”, for the purposes of Clause 13.5 (*Freedom of information*), has the meaning given under section 84 of the FOIA;

“Instrumentation and Controls Contract” means the contract of that name between GenCo and [REDACTED] in relation to the design, manufacture, procurement, integration, assembly, storage, packing, transport and delivery of the operational instrumentation and controls equipment, entered into on 29 September 2023;

“Instrumentation and Controls LTSA” means the long-term services agreement in relation to the design, manufacture, procurement, integration, assembly, storage, packing, transport and delivery of the operational instrumentation and controls equipment entered into on 4 December 2024 by GenCo and [REDACTED];

“Investment Agreement” means the investment agreement entered into between HoldCo, GenCo, PledgeCo, the Secretary of State, EDF Energy Holdings Limited and each Investor Shareholder (as such term is defined therein) on or around the date of Revenue Commencement;

“In-Scope Personal Data” has the meaning given to it in Clause 14.1;

“ITA Key Performance Indicator” means a key performance indicator set out in Schedule 3 (*ITA Key Performance Indicators*), and **“ITA Key Performance Indicators”** shall be construed accordingly;

“ITA KPI Score” has the meaning given to it in Schedule 3 (*ITA Key Performance Indicators*), and **“ITA KPI Scores”** shall be construed accordingly;

“ITA KPI Scores Report” has the meaning given to it in Schedule 3 (*ITA Key Performance Indicators*);

“ITA Services” means the services set out in Schedule 1 (*ITA Services*);

“Key Personnel List” means a list identifying the personnel to be used by the Independent Technical Adviser in connection with the performance of the ITA Services and Varied ITA Services, as developed by the Independent Technical Adviser and provided to GenCo, the Secretary of State and the Economic Regulator in accordance with Clause 8.1 and as may be further updated from time to time by agreement between the Independent Technical Adviser and GenCo (with a copy to the Secretary of State and the Economic Regulator);

“Law” means any enactment or subordinate legislation, rule, regulation, order, directive or other provision including those of the European Union, which has, in each case, the force of law in the United Kingdom;

“Lender Monthly Report” has the meaning given to that term in the Liaison Agreement;

“Lender Project Update Report” has the meaning given to that term in the Liaison Agreement;

“Lenders’ Technical Adviser” means the technical expert who is appointed by the Security Trustee on behalf of the Secured Creditors;

“Liaison Agreement” means the agreement of that name entered into between the Secretary of State, GenCo, the Independent Technical Adviser and the Economic Regulator on or about the date of Revenue Commencement;

“Liaison Committee” means the liaison committee established pursuant to clause 5.1 (*Establishing the Liaison Committee*) of the Liaison Agreement;

“LRT Predicted Overrun” has the meaning given to that term in the Contingent Financing Agreement;

“Main Works Contracts” means the:

- (a) Nuclear Services Agreement;
- (b) Nuclear Services Agreement LTSA;
- (c) Turbine Hall Contract;
- (d) Turbine Hall LTSA;
- (e) N4S Contract;
- (f) N4S LTSA;
- (g) Nuclear Fuel Supply Contract;
- (h) Instrumentation and Controls Contract;
- (i) Instrumentation and Controls LTSA;

- (j) Civil Works Alliance Agreement;
- (k) MEH Alliance Agreement;
- (l) Delivery Partner Contract;
- (m) Commercial Manager Partner Contract; and
- (n) Assurance Services Agreement;

“Material Contracts” has the meaning given to that term in the Nuclear Administration and Statutory Transfers Agreement;

“MEH Alliance Agreement” means the agreement of that name to be entered into between GenCo, [REDACTED];

“Monthly Report” has the meaning given to that term in the Liaison Agreement;

“N4S Contract” means the contract for the design, manufacture, installation and commissioning of the nuclear steam supply system for the two Units at the Site entered into between GenCo and [REDACTED] on 9 April 2024;

“N4S LTSA” means the contract for the provision of certain long-term services (including any call-off contracts thereunder) in relation to the nuclear steam supply system entered into between GenCo and [REDACTED] on 9 April 2024;

“NEFA” means the Nuclear Energy (Financing) Act 2022;

“NSCo” means [REDACTED] incorporated and registered in England and Wales with company number [REDACTED] whose registered office is at [REDACTED];

“NSCo Agreements” means:

- (a) the NSCo Share Purchase Agreement;
- (b) the NSCo Shareholders’ Agreement;
- (c) the NSCo Master Secondment Agreement;
- (d) the NSCo Corporate Services Agreement;
- (e) the disclosure letter between the [REDACTED] and GenCo dated 20 December 2024;
- (f) the asset transfer agreement between [REDACTED] dated 15 October 2024;
- (g) the technical services agreement between GenCo and NSCo dated 30 January 2025 as amended from time to time; and
- (h) the intellectual property licence agreement to be entered into between GenCo and [REDACTED] dated 29 January 2025;

“NSCo Corporate Services Agreement” means the support services agreement entered into between [REDACTED] and NSCo on 24 January 2025;

“NSCo Master Secondment Agreement” means the master secondment agreement originally dated 16 October 2024 and novated on 17 October 2024 between NSCo, [REDACTED];

“NSCo Shareholders’ Agreement” means the shareholders’ agreement entered into between NSCo, [REDACTED] and GenCo on 30 January 2025;

“NSCo Share Purchase Agreement” means the share purchase agreement entered into between [REDACTED] and GenCo on 20 December 2024;

“Nuclear Administration and Statutory Transfers Agreement” means the nuclear administration and statutory transfers agreement entered into between the Secretary of State, GenCo, PledgeCo, HoldCo, the HoldCo Shareholders (as such term is defined therein) and the Security Trustee on or about the date of Revenue Commencement;

“Nuclear Fuel Supply Contract” means the fuel supply contract for the purposes of the Project entered into between GenCo and [REDACTED] on 9 April 2024;

“Nuclear Services Agreement” means the nuclear services agreement entered into between GenCo, [REDACTED] on 3 July 2024;

“Nuclear Services Agreement LTSA” means the long-term services agreement in respect of certain design and engineering services to be entered into by GenCo, [REDACTED];

“ONR” means the Office for Nuclear Regulation or any successor thereof;

“Operations Phase” has the meaning given to that term in the Economic Licence;

“Original HoldCo Shareholder” has the meaning given to that term in the Liaison Agreement;

“Payee” has the meaning given to it in Clause 10.6.2;

“Payment Application” has the meaning given to it in Clause 10.2.1;

“Personal Data” has the meaning given to that term in the Data Protection Legislation;

“Plant” has the meaning given to that term in the Economic Licence;

“PledgeCo” has the meaning given to that term in the Financing MDA;

“Predicted Outturn Case” means, in respect of the Financial Model as at Revenue Commencement and each Updated Financial Model, the case reflecting the capital expenditure which has been incurred by GenCo at, as applicable, Revenue Commencement or the relevant Test Date and the further capital expenditure forecasted to be incurred by GenCo on and from, as applicable, Revenue Commencement or such Test Date to achieve the Commercial Operations Date on a P50 case, as verified by the Independent Technical Adviser pursuant to the terms of this Deed and the Investment Agreement;

“Price Control Financial Model” has the meaning given to that term in the Economic Licence;

“Processor” has the meaning given to that term in the Data Protection Legislation;

“Project” has the meaning given to that term in the Economic Licence;

“Project Documents” means:

- (a) the Main Works Contracts;
- (b) the NSCo Agreements;
- (c) the Collaboration Agreement;
- (d) the Material Contracts; and
- (e) any other contract related to the Project entered into or to be entered into (as applicable) between GenCo and any works contractor or supplier through which any payment is to be made by GenCo and for which GenCo intends to apply for such cost to be logged to the RAB;

“Project Update Report” has the meaning given to that term in the Liaison Agreement;

“Purpose” has the meaning given to it in Clause 14.1.3;

“RAB” or **“Regulated Asset Base”** has the meaning given to that term in the Economic Licence;

“Reference Body” has the meaning given to it in Clause 19.3.3;

“Regulated Assets” has the meaning given to that term in the Economic Licence and, to the extent not included in that definition, any assets that may be required for the purposes of decommissioning the Regulated Assets (as defined in the Economic Licence) and the Site;

“Regulatory Documents” means:

- (a) the Economic Licence;
- (b) the Price Control Financial Model;
- (c) the Economic Guidance;
- (d) the Revenue Collection Contract;
- (e) the Liaison Agreement; and
- (f) this Deed;

“Relevant Change of Circumstances” has the meaning given to that term in the Economic Licence;

“Relevant Parties” means collectively the Secretary of State, the Economic Regulator, GenCo and the Independent Technical Adviser and **“Relevant Party”** shall be construed accordingly;

“Replacement Adviser” means any replacement third-party provider of ITA Services and (if any) any Varied ITA Services appointed by or at the direction of GenCo (with the prior written consent of the Secretary of State and the Economic Regulator) from time to time;

“Reports” has the meaning given to it in paragraph 2.2.4 of Schedule 1 (*ITA Services*);

“Requested Payment Confirmation Date” has the meaning given to it in Clause 10.2.2;

“Request for Information”, for the purposes of Clause 13.5 (*Freedom of information*), has the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” shall apply);

“Restricted International Transfer of Personal Data” means a transfer of Personal Data:

- (a) from a country that has Data Protection Legislation which imposes restrictions on extra-territorial transfers of Personal Data; or
- (b) to a country that does not provide an adequate level of protection for Personal Data as required by the Data Protection Legislation of the country of export;

“Revenue Collection Contract” means the revenue collection contract in respect of the Project entered into between GenCo and the Revenue Collection Counterparty on or about the date of Revenue Commencement;

“Revenue Collection Counterparty” means the Low Carbon Contracts Company Ltd or such other entity as is designated by the Secretary of State as the revenue collection counterparty for the purposes of the Revenue Collection Contract in accordance with section 16 of the NEFA;

“Revenue Commencement” means the date on which the Revenue Collection Contract becomes effective in accordance with its terms;

“Revised Discontinuation Plan” has the meaning given to that term in the Discontinuation and Compensation Agreement;

“Rfi Recipient” means a Party that is subject to the FOIA and/or the Environmental Information Regulations who receives a Request for Information;

“SCA Provider” means the Secretary of State in their capacity as the provider of supplemental compensation pursuant to the Supplemental Compensation Agreement;

“Scheduled COD” has the meaning given to that term in the Economic Licence;

“Scheduled ITA Services” means the services set out in Schedule 1 (*ITA Services*) (other than the *Unscheduled ITA Services* and *Varied ITA Services*) and the cost of such services calculated by reference to the rates set out in Part 1 (*Scheduled ITA Services*) of Schedule 2 (*Key Persons and Fee*);

“Secretary of State Replacement” means:

- (a) any Minister of the Crown or any entity directly wholly-owned or controlled by a Minister of the Crown to which the Secretary of State transfers or novates its rights and obligations under this Deed; or
- (b) any other UK public body (being a single entity):
 - (i) with the legal capacity, power and authority to become a party to and to perform the obligations of the Secretary of State under this Deed; and
 - (ii) whose obligations under this Deed are unconditionally and irrevocably guaranteed, sponsored and/or funded by the Secretary of State, a Minister of the Crown or other Government department with the legal capacity, power and authority to perform the obligations under the guarantee, sponsorship and/or funding arrangement (as applicable) and the obligations of the Secretary of State under this Deed,

to which the Secretary of State transfers or novates its rights and obligations under this Deed;

"Section 46 Agreement" means the agreement entered into between, *inter alia*, GenCo, FundCo and the Secretary of State under section 46(3A) of the Energy Act 2008 on or about the date of Revenue Commencement;

"Secured Creditors" has the meaning given to that term in the Financing MDA (and, for the purposes of and in accordance with clause 10.3 (*Secured Creditor*) of the Discontinuation and Compensation Agreement, includes the DCA Provider) and **"Secured Creditor"** shall be construed accordingly;

"Security Breach" has the meaning given to it in Clause 14.1.7;

"Security Trust and Intercreditor Deed" has the meaning given to that term in the Financing MDA;

"Sell Down Option Agreement" has the meaning given to that term in the Shareholders' Agreement;

"Severe Outturn Case" means, in respect of the Financial Model as at Revenue Commencement and each Updated Financial Model, the case reflecting the capital expenditure which has been incurred by GenCo at, as applicable, Revenue Commencement or the relevant Test Date and the further capital expenditure forecasted to be incurred by GenCo on and from, as applicable, Revenue Commencement or such Test Date to achieve the Commercial Operations Date on a P90 basis, as verified by the Independent Technical Adviser pursuant to the terms of this Deed and the Investment Agreement;

"Shareholder Loan Agreements" has the meaning given to that term in the Shareholders' Agreement;

"Shareholders' Agreement" means the shareholders' agreement originally entered into between, amongst others, HoldCo, GenCo, the Secretary of State, EDF Energy Holdings Limited and each Investor Shareholder (as defined therein) on or around the date of Revenue Commencement;

"Site" has the meaning given to that term in the Nuclear Administration and Statutory Transfers Agreement;

"Supplemental Compensation Agreement" means the supplemental compensation agreement entered into between, among others, the SCA Provider, GenCo and the Security Trustee on or about the date of Revenue Commencement;

"Tax" means all forms of taxation (other than any accounting provision for deferred tax) and statutory, governmental, state, provincial, local governmental or municipal duties, contributions and levies, in each case in the nature of tax, whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or otherwise and shall further include payments to a Tax authority on account of Tax, in each case whether of the United Kingdom or elsewhere in the world whenever imposed and whether chargeable directly or primarily against or attributable directly or primarily to any person and all penalties and interest relating thereto;

"Tax Deduction" means a deduction or withholding for or on account of Tax from a payment under this Deed;

"Term" means, subject to satisfaction of the conditions precedent defined in the Conditions Precedent and Escrow Agreement, the period commencing on Revenue Commencement and ending on the first anniversary of the date on which the Operations Phase commences;

“Test Date” means, in each Charging Year:

- (a) 31 March; and
- (b) 30 September,

or if such date is not a Business Day, the Business Day immediately thereafter;

“Total Compensation Amount” has the meaning given to that term in the Discontinuation and Compensation Agreement;

“Transaction Documents” means the:

- (a) Regulatory Documents;
- (b) Project Documents;
- (c) Finance Documents;
- (d) GSP;
- (e) Equity Documents; and
- (f) FDP Documents;

“Turbine Hall Contract” means the contract in respect of the Project to be entered into between GenCo, [REDACTED] for the design, manufacture, installation, commissioning and testing of a turbine hall for both Units;

“Turbine Hall LTSA” means the contract for the provision of certain long-term services in respect of the turbine hall to be entered into by GenCo and [REDACTED];

“UK GDPR” means the UK General Data Protection Regulations;

“Unapproved Amount” has the meaning given to that term in the Contingent Financing Agreement, and **“Unapproved Amounts”** shall be construed accordingly;

“Unit” has the meaning given to that term in the Economic Licence and **“Units”** shall be construed accordingly;

“Updated Financial Model” means the update of the Financial Model relating to each Test Date;

“Unscheduled ITA Services” means the unscheduled ITA Services described in paragraphs 2.1.4, 2.1.5, 2.1.6, 2.1.9, 2.2.8 to 2.2.12, 2.2.16, 2.2.19, 2.3.1, 2.3.2, 2.3.3, 2.3.5 and 2.4 of Schedule 1 (*ITA Services*), and the cost of such services calculated by reference to the rates set out in Part 2 (*Unscheduled ITA Services, Approved Varied ITA Services and Individual Varied ITA Services*) of Schedule 2 (*Key Persons and Fee*);

“Varied ITA Services” means the Approved Varied ITA Services or the Individual Varied ITA Services, and the cost of such services calculated by reference to the rates set out in Part 2 (*Unscheduled ITA Services, Approved Varied ITA Services and Individual Varied ITA Services*) of Schedule 2 (*Key Persons and Fee*);

“VAT” means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature;

“Waste Agreements” means the:

- (a) Waste Contract for Spent Fuel; and
- (b) Waste Contract for Intermediate Level Waste;

“Waste Contract for Intermediate Level Waste” means the waste transfer agreement relating to the transfer of intermediate level waste arising from the Project entered into between the Secretary of State and GenCo dated on or about the date of Revenue Commencement;

“Waste Contract for Spent Fuel” means the waste transfer agreement relating to the transfer of spent fuel arising from the Project entered into between the Secretary of State and GenCo dated on or about the date of Revenue Commencement; and

“Works” means the design, development, construction, commissioning, operation and maintenance of the Project (including all necessary permanent and temporary works) and any other work carried out in accordance with the Project Documents.

1.2 Interpretation

- 1.2.1 In this Deed, unless the context otherwise requires, the headings are inserted for convenience only and shall not affect the construction of this Deed.
- 1.2.2 All representations, warranties, indemnities, covenants, agreements, undertakings and obligations made or given or entered into by more than one person in this Deed are made or given or entered into severally and not jointly.
- 1.2.3 Expressions in this Deed that are appropriate to companies shall be construed, in relation to an undertaking that is not a company, as references to the corresponding persons, officers, documents or organs, as the case may be, appropriate to undertakings of that nature.
- 1.2.4 Unless a contrary indication appears, any reference in this Deed to:
 - (i) any agreement, deed, instrument, licence, code or other document (including this Deed and any Transaction Document) or to a provision contained in any of these, shall be construed, at the particular time, as a reference to it as it may then have been amended, restated, varied, supplemented, modified, suspended, replaced, assigned or novated;
 - (ii) a **“person”** includes any person, firm, company, corporation, government, state or agency of a state, or any unincorporated body, association, foundation, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing and words denoting natural persons include any other persons;
 - (iii) the Secretary of State, GenCo, the Economic Regulator, the Independent Technical Adviser or any other person includes its respective successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Deed;
 - (iv) a **“company”** includes any body corporate, wherever incorporated;
 - (v) a **“Clause”** or **“Schedule”** is a reference to a Clause of or a Schedule to this Deed;
 - (vi) a provision of law or a technical standard is a reference to that provision as amended, updated, extended or re-enacted and includes all laws and official

requirements made under or deriving validity from it or enacting such modification;

- (vii) a time of day is a reference to London time;
- (viii) a reference to a “**day**” means a calendar day;
- (ix) a reference to a “**month**” means a calendar month;
- (x) words indicating one gender include all genders;
- (xi) words indicating the singular also include the plural and vice versa;
- (xii) provisions including the word “**agree**”, “**agreed**” or “**agreement**” require the agreement to be recorded in writing;
- (xiii) unless provided otherwise, “**written**” or “**in writing**” means hand-written, type-written, printed or electronically made, in each case resulting in a permanent record; and
- (xiv) “**includes**”, “**including**”, “**other**” and “**otherwise**” are to be construed without limitation and the *eiusdem generis* rule shall not apply to this Deed.

2 Term and expiry

2.1 Subject to satisfaction of the conditions precedent set out in the Conditions Precedent and Escrow Agreement, this Deed shall be effective from Revenue Commencement and shall continue in full force and effect until the first to occur of:

- 2.1.1** its termination in accordance with Clause 12 (*Termination*);
- 2.1.2** the expiry of the Term;
- 2.1.3** if the Secretary of State Discontinues the Project in accordance with the terms of the Discontinuation and Compensation Agreement prior to the expiry or termination of this Deed, the later of the date on which:
 - (i) all of the activities and obligations set out in the Approved Discontinuation Plan have been completed or discharged (as applicable); and
 - (ii) the Secretary of State has discharged their payment obligations in respect of the Total Compensation Amount;
- 2.1.4** the Secretary of State exercising their right to terminate the Liaison Agreement pursuant to clause 2.2.2 or 2.2.4 of the Liaison Agreement; or
- 2.1.5** the expiry or full or partial revocation of the Economic Licence or the special conditions thereunder.

2.2 The Independent Technical Adviser shall, within three months after Revenue Commencement, deliver to GenCo, the Secretary of State and the Economic Regulator an exit plan which:

- 2.2.1** sets out the Independent Technical Adviser’s proposed methodology for achieving an orderly transition of the ITA Services and any Varied ITA Services from the Independent Technical Adviser to a Replacement Adviser or such other person as GenCo, the Secretary of State and the Economic Regulator may specify on the expiry or termination of this Deed;

- 2.2.2 complies with the requirements set out in Clause 2.4; and
 - 2.2.3 is otherwise reasonably satisfactory to GenCo, the Secretary of State and the Economic Regulator,
- (the “Exit Plan”).
- 2.3** GenCo, the Secretary of State, the Economic Regulator and the Independent Technical Adviser shall use reasonable endeavours to agree the contents of the Exit Plan. If such Relevant Parties are unable to agree the contents of the Exit Plan within 20 Business Days of its delivery in accordance with Clause 2.2, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4** The Exit Plan shall set out, as a minimum:
- 2.4.1 how the Exit Information will be obtained;
 - 2.4.2 the management structure to be employed during both transfer and cessation of the ITA Services and any Varied ITA Services;
 - 2.4.3 a detailed description of both the transfer and cessation processes, including a timetable;
 - 2.4.4 how the ITA Services and any Varied ITA Services will transfer to the Replacement Adviser and/or such other person as may be specified in accordance with Clause 2.2.1, including details of the processes, documentation, data transfer, systems migration and security;
 - 2.4.5 details of contracts (if any) which will be available for transfer to GenCo or any Replacement Adviser upon the termination or expiry of this Deed together with any reasonable costs required to effect such transfer (and the Independent Technical Adviser agrees that all assets and contracts used by the Independent Technical Adviser in connection with the provision of the ITA Services and any Varied ITA Services will be available for such transfer);
 - 2.4.6 proposals for the training of key members of any Replacement Adviser’s personnel in connection with the continuation of the provision of the ITA Services and any Varied ITA Services following the termination or expiry of this Deed charged at rates agreed between the Relevant Parties at that time;
 - 2.4.7 proposals for providing GenCo or a Replacement Adviser copies of all documentation used in the provision of the ITA Services and any Varied ITA Services and required for the continued use thereof and relating to the use and operation of the ITA Services and any Varied ITA Services;
 - 2.4.8 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Independent Technical Adviser in connection with the performance of the supply of the ITA Services and any Varied ITA Services;
 - 2.4.9 proposals for the identification and return of all of GenCo’s property in the possession of and/or control of the Independent Technical Adviser or any third party;
 - 2.4.10 proposals for the disposal of any redundant materials;
 - 2.4.11 procedures to deal with any necessary staffing arrangements, including the transfer of any relevant employees to GenCo or a Replacement Adviser; and

- 2.4.12 proposals for the supply of any other information or assistance reasonably required by GenCo or a Replacement Adviser in order to effect an orderly handover of the provision of the ITA Services and any Varied ITA Services.

3 Appointment

- 3.1 GenCo, having consulted and obtained the consent of the Secretary of State and the Economic Regulator (as evidenced by their signature to this Deed), hereby appoints the Independent Technical Adviser to perform the ITA Services and the Varied ITA Services (if any), upon the terms and conditions set out in this Deed.
- 3.2 By entering into this Deed, the Secretary of State and the Economic Regulator hereby confirm their consent to GenCo appointing the Independent Technical Adviser pursuant to the terms of this Deed.

4 Independent Technical Adviser's obligations

- 4.1 The Independent Technical Adviser shall provide the ITA Services and any Varied ITA Services, and shall perform its other services and duties under this Deed.
- 4.2 The Independent Technical Adviser undertakes and warrants to the other Parties that it has carried out and performed and shall carry out and perform the ITA Services, the Varied ITA Services and its other services and duties:

- 4.2.1 under and in accordance with this Deed;
- 4.2.2 exercising all the skill, competence, diligence, care, foresight and attention to be expected of a competent, skilled and experienced independent technical adviser (complying with all applicable Law and practice and under the same or similar circumstances as the Independent Technical Adviser) experienced in carrying out services similar to the ITA Services and any Varied ITA Services for works of a similar nature, value, complexity and timescale to those parts of the Project to which the provision of the ITA Services and Varied ITA Services (if any) relate;
- 4.2.3 in accordance with the terms and conditions of the Economic Licence;
- 4.2.4 in accordance with the terms and conditions of the Liaison Agreement;
- 4.2.5 in respect of the Equity Documents, in accordance with the requirements set out in paragraphs 2.2.6 and 2.4 of Schedule 1 (*ITA Services*);
- 4.2.6 in respect of the Secured Creditors and GenCo, in accordance with the requirements set out in paragraph 3 (*ITA Services contemplated by the Finance Documents*) of Schedule 1 (*ITA Services*);
- 4.2.7 in accordance with the GenCo Compliance Policies; and
- 4.2.8 in accordance with all applicable Law,

provided that, in respect of Clause 4.2.7, the Independent Technical Adviser only makes such undertaking and warranty to GenCo.

In the event of a conflict between the separate undertakings in Clause 4.2, the obligation for the Independent Technical Adviser to carry out and perform its duties in accordance with the terms and conditions of the Economic Licence shall take precedence in the event of a conflict with any of Clauses 4.2.5 to 4.2.6.

- 4.3** The Independent Technical Adviser shall:
- 4.3.1** promptly and efficiently perform the ITA Services and Varied ITA Services as soon as reasonably practicable but consistent with the standards specified in Clause 4.2;
 - 4.3.2** keep the relevant Relevant Parties fully and properly informed in relation to all aspects of the ITA Services and Varied ITA Services and provide them with such information and comments as they may from time to time require with regard to the ITA Services and Varied ITA Services promptly and in good time so as not to delay or disrupt the progress of the Project; and
 - 4.3.3** subject to Clause 4.4 and acting reasonably (taking into consideration its obligations under this Deed), comply with all reasonable instructions given to it by GenCo (in respect of the ITA Services and any Approved Varied ITA Services) or an Individual Requesting Party (in respect of any Individual Varied ITA Services) except and to the extent that the Independent Technical Adviser reasonably considers (subject to Clause 6 (*Varied ITA Services*)) that any such instructions vary or might vary the ITA Services or Varied ITA Services or its authority or responsibilities under this Deed or prejudice or might prejudice the exercise by the Independent Technical Adviser of its professional judgement. The Independent Technical Adviser shall promptly confirm in writing to GenCo (in respect of the ITA Services and any Approved Varied ITA Services) or an Individual Requesting Party (in respect of any Individual Varied ITA Services) whether it reasonably considers that any such instructions vary or might vary the ITA Services or Varied ITA Services or its authority or responsibilities under this Deed or prejudice or might prejudice the exercise by the Independent Technical Adviser of its professional judgement.
- 4.4** The Independent Technical Adviser shall owe:
- 4.4.1** a duty of care to the Economic Regulator, the Secretary of State, GenCo and the Secured Creditors; and
 - 4.4.2** a duty of candour to each of the ONR and the EA,
- in respect of the ITA Services.
- 4.5** In respect of any Varied ITA Services requested by the Secretary of State, the Economic Regulator or GenCo pursuant to Clause 6 (*Varied ITA Services*), the Independent Technical Adviser shall owe a duty of care and a duty of candour (as applicable) in accordance with Clause 6 (*Varied ITA Services*).
- 4.6** The Independent Technical Adviser hereby undertakes to all Parties that it shall perform all the duties to be performed by it under this Deed independently, fairly and impartially as between each of the other Parties and is to have due, equal and proper regard to any representations made by or on behalf of any of the other Parties, but not so as to exclude the exercise of independent judgement such that the Independent Technical Adviser shall not be bound to comply with any representations made by them or by any one of them in connection with any matter on which the Independent Technical Adviser is required to exercise its professional judgement.
- 4.7** The Independent Technical Adviser agrees that in discharging its obligations under this Deed it shall:
- 4.7.1** ensure that no conflict of interest shall arise between it and any of the other Parties, the ONR, the Environment Agency or the Secured Creditors;

- 4.7.2 immediately upon becoming aware of any actual, potential or perceived conflict of interest, notify the other Parties, the ONR, the Environment Agency and/or the Secured Creditors (as applicable) of such conflict of interest;
 - 4.7.3 comply with GenCo's policies and procedures for managing conflicts of interest, as provided by GenCo to the Independent Technical Adviser, the Secretary of State and the Economic Regulator from time to time, or as otherwise agreed by the Relevant Parties; and
 - 4.7.4 comply with its own policies and procedures for managing conflicts of interest, as provided by the Independent Technical Adviser to the Secretary of State and the Economic Regulator from time to time (in form and substance satisfactory to GenCo, the Secretary of State and the Economic Regulator).
- 4.8** If, in the performance of the ITA Services or Varied ITA Services, the Independent Technical Adviser seeks or is obliged to seek the approval or agreement of the other Parties (or any one of them) to any matter or issue, the giving or confirming of such approval or agreement shall not in any way:
- 4.8.1 derogate from the Independent Technical Adviser's obligations under this Deed;
 - 4.8.2 diminish any liability on the Independent Technical Adviser's part for breach of such obligations;
 - 4.8.3 diminish any enquiry, inspection, comment, consent, decision or instruction at any time made or given by or on behalf of any of the other Parties; or
 - 4.8.4 operate to exclude or limit the obligations of the Independent Technical Adviser to carry out the ITA Services or Varied ITA Services in accordance with the obligations contained in this Deed.
- 4.9** If GenCo provides the Independent Technical Adviser with a notice to show cause pursuant to Clause 12.2.2, the Independent Technical Adviser shall, within the time period specified in such notice to show cause, respond to GenCo (with a copy to each other Relevant Party) setting out the grounds on which the Independent Technical Adviser believes its appointment under this Deed should not be terminated.
- 4.10** GenCo shall provide the Independent Technical Adviser with access to true and accurate copies of the Transaction Documents in accordance with clause 5.11 (*Information recording systems*) of the Liaison Agreement. To the extent that GenCo provides the Independent Technical Adviser with access to true and accurate copies of a Transaction Document (or part thereof, as applicable), the Independent Technical Adviser shall be deemed to:
- 4.10.1 have full knowledge of the provisions of that Transaction Document (or part thereof, as applicable) as it relates to the ITA Services and the Varied ITA Services, if any;
 - 4.10.2 where any relevant Transaction Document has not been finalised and/or entered into by the parties thereto as at the date of this Deed, have full knowledge of the draft provisions of any such Transaction Document provided to the Independent Technical Adviser, as they relate to the ITA Services and the Varied ITA Services and, once such documents have been entered into and have been provided to the Independent Technical Adviser, have full knowledge of the provisions of those Transaction Documents as they relate to the ITA Services and the Varied ITA Services; and

- 4.10.3** be aware of and to have taken full account of all the undertakings and warranties, both expressed and implied, on the part of the Secretary of State, the Economic Regulator and GenCo which are set out in the Transaction Documents (or part thereof, as applicable).
- 4.11** Without prejudice to the Independent Technical Adviser's obligations under this Deed, the Independent Technical Adviser agrees and acknowledges that it shall be:
- 4.11.1** deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence the performance of its obligations under this Deed; and
- 4.11.2** responsible for, and shall make no claim against any of the other Parties in respect of, any misunderstanding affecting the basis of the ITA Services and Varied ITA Services.
- 4.12** Subject to the Independent Technical Adviser complying with all of GenCo's health, safety and security requirements, GenCo shall permit the Independent Technical Adviser at all reasonable times and with reasonable prior notice entry to the Site and shall provide all of the information necessary to carry out the ITA Services and any Varied ITA Services, including any new Project Document which is entered into by GenCo in order to perform its obligations under the Economic Licence, which shall be provided pursuant to Clause 4.10.
- 4.13** GenCo shall not reduce the scope of the ITA Services without the prior written consent of the Secretary of State and the Economic Regulator.
- 4.14** Without prejudice to Clause 12.1.3, if GenCo, the Secretary of State, and the Economic Regulator (each acting reasonably) are of the unanimous opinion that:
- 4.14.1** the Independent Technical Adviser is not complying with Clause 4.1; and
- 4.14.2** a notice for the purposes of Schedule 3 (*ITA Key Performance Indicators*) should be issued,
- GenCo shall issue such a written notice to the Independent Technical Adviser. Such notice shall include the reasons for that opinion.
- 4.15** The Independent Technical Adviser shall prepare and distribute an efficiency report to the Relevant Parties, in such format as determined by the Relevant Parties from time to time, on a six-monthly basis covering (amongst other things):
- 4.15.1** efficiency savings over the most recent 12-month rolling period; and
- 4.15.2** the percentage of arranged appointments with signatories missed or cancelled within 24 hours of the due time and the details of any mitigating circumstances outside of Independent Technical Adviser's control in connection with such missed or cancelled appointments.

5 GenCo's obligations

- 5.1** The Parties agree and acknowledge that in accordance with the Economic Licence, GenCo shall report its spend:
- 5.1.1** on a quarterly basis to the Independent Technical Adviser for verification, including spend in respect of each Delivery Area and in respect of any relevant Project Documents setting out clearly the rationale for the spend; and

5.1.2 in GBP, providing calculations and evidence to demonstrate how any non-GBP spend has been converted to GBP using the Assumed FX Rate,

and any spend that GenCo does not report, or does not report in sufficient detail to enable the Independent Technical Adviser to verify that the spend is Allowable Project Spend, shall be treated as Excluded Project Spend unless and until GenCo rectifies such failure and the amount is verified by the Independent Technical Adviser.

5.2 The Independent Technical Adviser shall notify GenCo immediately if it considers that any spend has not been reported in sufficient detail to enable the Independent Technical Adviser to verify that such spend is Allowable Project Spend, and what further information the Independent Technical Adviser requires.

5.3 GenCo shall provide such other information as the Independent Technical Adviser reasonably requires to assess GenCo's compliance with the Currency Hedging Policy and under any Foreign Exchange Purchase Agreement.

5.4 Without prejudice to Clause 4.12, GenCo shall, as soon as reasonably practicable, provide such information and assistance to the Independent Technical Adviser, including rights of access for inspection, measuring and testing in respect of the Regulated Assets, as it may reasonably require or request to assist it in fulfilling its role in accordance with this Deed.

5.5 GenCo shall promptly and regularly keep the Independent Technical Adviser updated on the Project and its progress against Scheduled COD.

5.6 GenCo shall, unless such disclosure is prohibited under applicable Law or such information, advice, correspondence or documentation is subject to legal or litigation privilege, ensure that the Economic Regulator:

5.6.1 has access to all information and advice from the Independent Technical Adviser, excluding any information and/or advice that has been provided by the Independent Technical Adviser solely to an Individual Requesting Party; and

5.6.2 is provided with copies of any correspondence or documentation between GenCo and the Independent Technical Adviser, excluding any information and/or advice in connection with any Individual Varied ITA Services in respect of which GenCo is the Individual Requesting Party,

in each case to the extent such information, advice, correspondence and/or documentation (as applicable) is required for the purposes of the Economic Regulator carrying out its regulatory functions, and GenCo consents to the Economic Regulator sharing information provided to it by GenCo with the Independent Technical Adviser as may be reasonably relevant to the delivery of the ITA Services and/or the Varied ITA Services.

5.7 GenCo shall deliver the Lender Project Update Reports and Lender Monthly Reports to the Security Trustee in accordance with the terms of the Liaison Agreement.

6 Varied ITA Services

6.1 The Independent Technical Adviser shall carry out and perform any Varied ITA Services reasonably required by any one of GenCo, the Secretary of State or the Economic Regulator requesting additional services (the "**Individual Requesting Party**") as provided for in this Clause 6.

6.2 Each of the Secretary of State, GenCo and the Economic Regulator shall consider any request for Varied ITA Services (each acting reasonably) and, within 30 Business Days (or such longer period as may be agreed between the Secretary of State, GenCo and the Economic Regulator (acting reasonably)) of receipt of any such request:

6.2.1 provide a recommendation as to whether the Independent Technical Adviser should proceed with the Varied ITA Services; and

6.2.2 if it does not recommend that the Independent Technical Adviser should proceed with the Varied ITA Services, confirm whether the provision of such Varied ITA Services would cause a conflict of interest between the Independent Technical Adviser and the other Relevant Parties.

6.3 If:

6.3.1 the Secretary of State, Economic Regulator and GenCo have provided a unanimous recommendation that the Independent Technical Adviser may proceed with the Varied ITA Services pursuant to Clause 6.2.1; and

6.3.2 the Independent Technical Adviser has agreed the cost of the Varied ITA Services with the Individual Requesting Party, calculated by reference to the daily rates set out in Schedule 2 (*Key Persons and Fee*),

the Independent Technical Adviser shall proceed with such Varied ITA Services (the **"Approved Varied ITA Services"**) and shall owe a duty of care to the Economic Regulator, the Secretary of State and GenCo and the Security Trustee, and shall owe a duty of candour to the ONR and the EA, in each case in respect of such Approved Varied ITA Services.

6.4 If:

6.4.1 the Secretary of State, GenCo and the Economic Regulator have not provided a unanimous recommendation pursuant to Clause 6.2.1 that the Independent Technical Adviser may proceed with the Varied ITA Services but have unanimously confirmed pursuant to Clause 6.2.2 that the provision of such Varied ITA Services would not cause a conflict of interest between the Independent Technical Adviser and the other Relevant Parties;

6.4.2 the Independent Technical Adviser has agreed the cost of the Varied ITA Services with the Individual Requesting Party, calculated by reference to the daily rates set out in Schedule 2 (*Key Persons and Fee*); and

6.4.3 the Independent Technical Adviser and the Individual Requesting Party have agreed a separate liability cap for the provision of such additional Varied ITA Services, independent of and in addition to the Independent Technical Adviser's aggregate liability pursuant to Clause 16.2.1,

the Independent Technical Adviser shall proceed with the Varied ITA Services (the **"Individual Varied ITA Services"**) and shall owe a duty of care to the Individual Requesting Party in respect of such Individual Varied ITA Services.

6.5 If the Independent Technical Adviser is at any time required to perform Varied ITA Services, it shall give to the Individual Requesting Party a written estimate of the cost thereof (taking into account any reduction in work or other expense in respect of the ITA Services or any other Varied ITA Services that might also occur as a result of the circumstances giving rise

to the Varied ITA Services), calculated by reference to the daily rates set out in Schedule 2 (*Key Persons and Fee*).

- 6.6** If a change to the Project occurs pursuant to the Transaction Documents which may have a material impact on the ITA Services or otherwise on the Independent Technical Adviser, GenCo shall promptly notify the Independent Technical Adviser of such change. The Independent Technical Adviser shall within 20 Business Days of receiving such notification notify GenCo of the impact of such change, if any, on the ITA Services, including whether such change gives rise to any Varied ITA Services, and the provisions of this Clause 6 shall apply accordingly.
- 6.7** If a change to the Project occurs pursuant to the Transaction Documents which may have a material impact on the Approved Varied ITA Services or otherwise on the Independent Technical Adviser, GenCo shall, in respect of the Approved Varied ITA Services, promptly notify the Independent Technical Adviser of such change. The Independent Technical Adviser shall within 20 Business Days of receiving such notification notify GenCo of the impact of such change, if any, on the Approved Varied ITA Services.
- 6.8** If a change to the Project occurs pursuant to the Transaction Documents which may have a material impact on the Individual Varied ITA Services or otherwise on the Independent Technical Adviser, the Individual Requesting Party shall, in respect of the Individual Varied ITA Services, promptly notify the Independent Technical Adviser of such change. The Independent Technical Adviser shall within 20 Business Days of receiving such notification notify the Individual Requesting Party of the impact of such change, if any, on the Individual Varied ITA Services.
- 6.9** Subject to Clause 6.14, the Independent Technical Adviser shall provide the outcome of any Approved Varied ITA Services, including any reports, findings and comments, to each of the other Relevant Parties.
- 6.10** Unless otherwise agreed by the Relevant Parties, the Independent Technical Adviser shall provide the outcome of any Individual Varied ITA Services, including any reports, findings and comments, to the Individual Requesting Party only.
- 6.11** GenCo shall not reduce the scope of the Approved Varied ITA Services without the prior written consent of the Secretary of State and the Economic Regulator.
- 6.12** Subject to Clause 12.8, an Individual Requesting Party shall not materially amend the scope of the Individual Varied ITA Services without the prior written consent of the Secretary of State, GenCo and the Economic Regulator (not to be unreasonably withheld or delayed).
- 6.13** The Independent Technical Adviser shall ensure that the Economic Regulator:
- 6.13.1** has access to all Information and advice given by it to GenCo, excluding any information and/or advice that has been provided by the Independent Technical Adviser solely to an Individual Requesting Party; and
 - 6.13.2** is provided with copies of any correspondence or documentation between GenCo and the Independent Technical Adviser, excluding any information and/or advice in connection with any Individual Varied ITA Services in respect of which GenCo is the Individual Requesting Party,
- in each case to the extent such information, advice, correspondence and/or documentation (as applicable) is required for the purposes of the Economic Regulator carrying out its regulatory functions.

- 6.14 The Independent Technical Adviser shall perform such ITA Services under or in connection with the Finance Documents as are set out in paragraph 3 of Schedule 1 (*ITA Services*).

7 Discontinuation Plan

- 7.1 If, prior to the termination or expiry of this Deed, GenCo presents a Draft Discontinuation Plan to (among others) the Secretary of State, the Economic Regulator and the Independent Technical Adviser in accordance with clause 5.2 of the Discontinuation and Compensation Agreement and/or GenCo holds a Discontinuation Meeting in accordance with clause 5.3 of the Discontinuation and Compensation Agreement, the Independent Technical Adviser shall, as applicable:

- 7.1.1 consider the Draft Discontinuation Plan;
- 7.1.2 attend the Discontinuation Meeting;
- 7.1.3 provide initial comments on the Draft Discontinuation Plan, either before or during the Discontinuation Meeting (as required); and
- 7.1.4 provide any further comments on the Draft Discontinuation Plan to GenCo by no later than the date falling 10 Business Days after the date of the Discontinuation Meeting (or such other date as the Relevant Parties may agree in writing).

- 7.2 If, prior to the termination or expiry of this Deed, GenCo submits a Revised Discontinuation Plan to (among others) the Secretary of State, the Economic Regulator and the Independent Technical Adviser for further comment in accordance with clause 5.5 of the Discontinuation and Compensation Agreement, then the Independent Technical Adviser shall review the Revised Discontinuation Plan and, if required, provide further comments to GenCo as soon as reasonably practicable and in any event within 40 Business Days of receipt of the Revised Discontinuation Plan (or such other date as the Relevant Parties may agree).

- 7.3 The Independent Technical Adviser hereby acknowledges and agrees that, in accordance with the terms of the Discontinuation and Compensation Agreement:

- 7.3.1 as soon as reasonably possible and in any event within 60 Business Days (or such period as the Relevant Parties may agree) of, pursuant to clause 5.5.2 of the Discontinuation and Compensation Agreement:

- (a) the Liaison Committee or the Discontinuation Committee (as applicable) providing further comments to GenCo on the Revised Discontinuation Plan; or
- (b) the expiry of 40 Business Days (or such other period as the Secretary of State, the Economic Regulator and GenCo may have agreed in accordance with clause 5.5.2 of the Discontinuation and Compensation Agreement) from the date of GenCo's submission of the Revised Discontinuation Plan,

GenCo shall update the Revised Discontinuation Plan (taking into consideration any recommendations received from the Independent Technical Adviser (or the Independent Expert, as the case may be), the ONR, the EA, the Nuclear Decommissioning Authority (if applicable) and any other relevant regulator) and submit it to each of the Economic Regulator and the Secretary of State for approval (once approved or determined in accordance with clauses 5.7 and 27 (*Expert Determination*) (as applicable) of the Discontinuation and Compensation Agreement, the “**Approved Discontinuation Plan**”);

- 7.3.2** no amendment or variation of the Approved Discontinuation Plan shall be effective unless it is agreed in writing and signed by or on behalf of GenCo, the Secretary of State and the Economic Regulator (and each of GenCo, the Secretary of State and the Economic Regulator shall take into consideration the recommendations received from the Independent Technical Adviser, the EA, the Nuclear Decommissioning Authority (if applicable), the ONR and any other relevant regulator);
- 7.3.3** GenCo shall inform the other members of the Liaison Committee or the Discontinuation Committee (as applicable) of its progress against the Approved Discontinuation Plan at each subsequent meeting of the Liaison Committee or the Discontinuation Committee (as applicable), or at such intervals as may be agreed in writing by the Secretary of State, GenCo and the Economic Regulator (taking into consideration the recommendations of the Independent Technical Adviser, the EA, the ONR, the Nuclear Decommissioning Authority (if applicable) and any other relevant regulator), and the Independent Technical Adviser shall review all such updates provided by GenCo and attend each such meeting; and
- 7.3.4** after a Discontinuation Notice has been issued in accordance with the terms of the Discontinuation and Compensation Agreement prior to the termination or expiry of this Deed, the Liaison Committee may also consider and discuss the potential future uses of the Works and/or the Plant, as applicable (and the Independent Technical Adviser shall attend and contribute to all such discussions as required).

8 Staff

- 8.1** The Independent Technical Adviser shall, acting reasonably and in consultation with GenCo, develop and provide to GenCo, the Secretary of State and the Economic Regulator the Key Personnel List within five Business Days of Revenue Commencement.
- 8.2** Subject to Clause 8.3, the Independent Technical Adviser shall use the persons identified in the Key Personnel List in connection with the performance of the ITA Services and Varied ITA Services, and the services of such persons shall be available when necessary for so long as may be necessary to ensure the proper performance by the Independent Technical Adviser of the ITA Services and Varied ITA Services, except in the case of permanent incapacity, death, sickness, leave of absence or where a person ceases to be in the employment of the Independent Technical Adviser. Such persons shall have full authority to act on behalf of the Independent Technical Adviser for all purposes in connection with this Deed.
- 8.3** Subject to Clauses 8.4 and 8.5, the Independent Technical Adviser may by written notice to:
 - 8.3.1** the Individual Requesting Party (in respect of any Individual Varied ITA Services); or
 - 8.3.2** GenCo, the Secretary of State and the Economic Regulator (in respect of the ITA Services and the Approved Varied ITA Services),
 replace the staff identified in the Key Personnel List, taking into account the time staff are required to spend attending Liaison Committee meetings or otherwise liaising with the other Parties, continuity, level of qualification and availability of personnel in respect of the Project.
- 8.4** Any replacement of staff pursuant to Clause 8.3 shall be subject to approval in writing:
 - 8.4.1** in respect of the Individual Varied ITA Services, by the Individual Requesting Party; and

8.4.2 in respect of all ITA Services and Approved Varied ITA Services, by GenCo, the Secretary of State and the Economic Regulator,

in each case, such approval not to be unreasonably withheld or delayed. If the Individual Requesting Party or GenCo, the Secretary of State and the Economic Regulator (as applicable) have not delivered to the Independent Technical Adviser a written approval or rejection for the purposes of this Clause 8.4 by the date falling 20 Business Days after the date on which the Independent Technical Adviser gave written notice to each relevant Party in accordance with Clause 8.3, then the Independent Technical Adviser shall be entitled to continue as though the approval had been received.

8.5 The Independent Technical Adviser shall use all reasonable endeavours to:

8.5.1 retain each person identified in the Key Personnel List (and any replacement staff approved under Clause 8.4) unless such person leaves the employment of, or is no longer engaged by, the Independent Technical Adviser or no longer provides services to the Independent Technical Adviser; and

8.5.2 ensure that there is a reasonable uninterrupted transition between a person identified in the Key Personnel List (or, as applicable, any replacement staff approved under Clause 8.4) and their subsequent replacement (which uninterrupted period shall, in any event, not be shorter than one month).

8.6 The Independent Technical Adviser shall:

8.6.1 provide staff competent to fulfil its obligations set out in this Deed;

8.6.2 employ sufficient appropriately senior staff with relevant nuclear sector experience to scrutinise GenCo's information submissions;

8.6.3 employ adequate numbers of sufficiently experienced staff to provide the ITA Services, any Varied ITA Services and any other obligations under this Deed in a timely fashion; and

8.6.4 without prejudice to Clause 4.7.3, ensure that it maintains appropriate vetting and security procedures, and procure that all staff declare any actual, potential or perceived conflicts of interest.

9 Performance review

9.1 The Independent Technical Adviser acknowledges and agrees that during the Term the other Relevant Parties shall together carry out six-monthly performance reviews of the Independent Technical Adviser's performance of the ITA Services and the Varied ITA Services.

9.2 Prior to carrying out a six-monthly performance review pursuant to Clause 9.1, GenCo shall conduct a formal client satisfaction survey in a form determined by GenCo, the Secretary of State and the Economic Regulator in order to record the views of GenCo, the Secretary of State and the Economic Regulator regarding the Independent Technical Adviser's performance, including its performance against the ITA Key Performance Indicators.

9.3 Each performance review conducted pursuant to Clause 9.1 shall comprise an assessment of the Independent Technical Adviser's performance against the ITA Key Performance Indicators, taking into account:

9.3.1 the surveys completed pursuant to Clause 9.2; and

9.3.2 the ITA KPI Scores Reports.

9.4 Within one month of the completion of each performance review conducted pursuant to Clause 9.1, GenCo shall provide to the Independent Technical Adviser:

9.4.1 the results of such review; and

9.4.2 if GenCo, the Secretary of State and the Economic Regulator (acting reasonably) unanimously consider that, in respect of the ITA KPI Scores for the relevant six-month period as set out in the relevant ITA KPI Scores Report:

- (i) any individual ITA KPI Score is (or, in accordance with the ITA Key Performance Indicators, should be) less than three; or
- (ii) the average of the ITA KPI Scores is (or, in accordance with the ITA Key Performance Indicators, should be) less than four,

a written notice informing the Independent Technical Adviser that the results of such review are unsatisfactory for the purposes of Clause 12.1.6.

10 Payment

10.1 Fee

10.1.1 Each of:

- (i) GenCo, in respect of the ITA Services and any Approved Varied ITA Services; and
- (ii) the relevant Individual Requesting Party, in respect of any Individual Varied ITA Services,

(each a “**Payer**”) shall pay the Independent Technical Adviser the Fee for the ITA Services and any Varied ITA Services (as relevant and unless otherwise agreed between GenCo, the Secretary of State, the Economic Regulator and the Independent Technical Adviser). The Fee shall be inclusive of VAT and disbursements and section 89 of the Value Added Tax Act 1994 shall not apply to affect the amount of the Fee.

10.1.2 As soon as the Independent Technical Adviser becomes aware of (and before acting upon) any instructions that a Party has given it that will or could reasonably be expected to increase the fees payable to the Independent Technical Adviser by the Payer under the terms of this Deed, the Independent Technical Adviser shall inform the Payer of such instructions. The Independent Technical Adviser shall, if requested by the Payer, provide GenCo with as detailed an estimate as is reasonably practicable of the increase to the fees payable to it if it carries out such instructions. The estimate of increased fees shall be based upon the rates contained in Schedule 2 (*Key Persons and Fee*) unless otherwise agreed between the Relevant Parties in writing.

10.1.3 If a notice to show cause has been given pursuant to Clause 12.2, unless and until that notice has been withdrawn pursuant to Clause 12.2.3(ii), the Independent Technical Adviser shall not be entitled to, and neither GenCo nor any Individual Requesting Party shall be obliged to, pay the Independent Technical Adviser any Fee in respect of any ITA Services or Varied ITA Services provided in the period after the Independent Technical Adviser received the relevant notice to show cause.

10.1.4 The Independent Technical Adviser acknowledges and agrees that during the Term the Secretary of State, the Economic Regulator and GenCo shall monitor the ITA Services and any Varied ITA Services and, after the expiry of a period of four years from Revenue Commencement, the Secretary of State, the Economic Regulator and GenCo shall re-assess:

- (i) the input required from the Independent Technical Adviser, including the total number of days allocated to the Project as set out in Part 1 (*Scheduled ITA Services*) of Schedule 2 (*Key Persons and Fee*); and
- (ii) as a consequence, the total amount of fees to be paid pursuant to this Clause 10 to the Independent Technical Adviser for each year during the remainder of the Term.

10.2 Procedure

10.2.1 The Independent Technical Adviser shall issue an invoice to each Payer specifying the amount due from such Payer and the basis on which that sum is calculated in respect of each month during the term of this Deed within five Business Days of the end of that month (a **"Payment Application"**). Where GenCo is the Payer, any such invoice shall include the applicable PO number (if such PO number has been notified by GenCo to the Independent Technical Adviser in advance of the relevant Payment Application being issued) and shall be sent via email to [REDACTED] or to such other email address as GenCo may notify to the Independent Technical Adviser from time to time with not less than five Business Days' prior notice.

10.2.2 Each Payment Application shall include a proposed date by which the relevant Payer shall issue a notice pursuant to Clause 10.2.3, which date shall be not less than 10 Business Days after that Payer's receipt of the Payment Application (the **"Requested Payment Confirmation Date"**).

10.2.3 On or prior to the applicable Requested Payment Confirmation Date, the relevant Payer shall give notice to the Independent Technical Adviser specifying the sum that the Payer considers to be due to the Independent Technical Adviser in respect of the applicable month and the basis on which that sum is calculated. It is immaterial that such sum may be zero.

10.2.4 The final date for payment of all sums due in respect of that month shall be 15 Business Days after the date on which notice is given to the Independent Technical Adviser pursuant to Clause 10.2.3 (the **"Final Date for Payment"**). The sum due on a Final Date for Payment shall be the sum notified by the Payer in accordance with Clause 10.2.3.

10.2.5 Payments from GenCo or any other Party to the Independent Technical Adviser pursuant to this Deed shall be made by direct bank transfer to such account at such bank as the Independent Technical Adviser may from time to time reasonably notify to each Payer on reasonable notice in respect of such payments, or by such other arrangements as the Independent Technical Adviser and each Payer may agree.

10.3 Disputed payments

A Dispute as to any item payable under this Deed shall not relieve the relevant Payer of its obligations to make any other payment required by this Deed when due and payable.

10.4 Late payment

Save as otherwise provided in this Deed, any money due and payable under this Deed shall, if not paid by the Final Date for Payment, bear interest (after as well as before any judgment) at the default rate of two per cent. above the base lending rate of the Bank of England, which interest shall be payable on demand and shall accrue from day to day and shall be compounded daily from the date such money is due and payable, until the date of actual payment in full of such money and such interest.

10.5 Payments gross

10.5.1 All sums payable by a Payer to the Independent Technical Adviser under this Deed shall be made without any Tax Deduction or other deduction, withholding, set-off or counterclaim, save only as may be required by Law or expressly provided for in this Deed.

10.5.2 If a Tax Deduction is required by Law to be made by any Party, the amount of the payment due from that Party shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment that would have been due if no Tax Deduction had been required.

10.5.3 If a Payer increases a payment as a result of a Tax Deduction in accordance with Clause 10.5.2 or makes a payment on account of tax in accordance with Clause 10.6 (*Value added tax*) (a "**Tax Payment**") and:

(i) the Independent Technical Adviser determines that a credit against relief or remission for, or repayment of, any Tax (a "**Tax Credit**") is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and

(ii) the Independent Technical Adviser has obtained and utilised that Tax Credit, the Independent Technical Adviser shall pay an amount to the relevant Payer which will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Payer.

10.6 Value added tax

10.6.1 If any payment under this Deed to the Independent Technical Adviser in respect of supplies of goods or services made by the Independent Technical Adviser to such Payer constitutes the consideration for a taxable supply for VAT purposes, then the Independent Technical Adviser shall issue to the relevant Payer a valid VAT invoice or authenticated receipt within the meaning of the Value Added Tax Act 1994.

10.6.2 Without prejudice to Clause 10.6.1, where under the terms of this Deed one party is liable to indemnify or reimburse another party in respect of any costs, charges or expenses, the payment shall include an amount equal to any VAT thereon not otherwise recoverable by the other party or the representative member of any VAT group of which it forms part. If the costs, charges or expenses are incurred by the party being indemnified or reimbursed (the "**Payee**") in its capacity as agent of the payer and the relevant supply is treated for VAT purposes as made direct to the payer, the Payee shall use reasonable endeavours to procure that the supplier issues to the payer a valid VAT invoice.

11 Insurances

- 11.1** The Independent Technical Adviser shall effect and maintain throughout the Term, at its own cost, professional indemnity insurance (with no material exclusions) in respect of the ITA Services and Varied ITA Services for an amount not less than [REDACTED] (for each and every claim).
- 11.2** The Independent Technical Adviser shall maintain its professional indemnity insurance in respect of the ITA Services and Varied ITA Services with reputable insurers carrying on business in the United Kingdom.
- 11.3** The obligations set out in this Clause 11 in respect of professional indemnity insurance shall continue for a period of not less than 12 years following the termination of this Deed for any reason.

12 Termination

- 12.1** Subject to the prior written consent of the Secretary of State and the Economic Regulator (acting reasonably), GenCo may, by notice in writing, terminate the Independent Technical Adviser's appointment under this Deed, if:
- 12.1.1** the Independent Technical Adviser is in breach of any of the terms of this Deed which, in the case of a breach capable of remedy, has not been remedied by the Independent Technical Adviser within 21 days of the Independent Technical Adviser receiving a notice specifying such breach and requiring its remedy;
 - 12.1.2** the Independent Technical Adviser is incompetent, guilty of Gross Negligence or Wilful Misconduct or any wilful default or delay in the provision of the ITA Services or the Varied ITA Services;
 - 12.1.3** the Independent Technical Adviser fails to comply with Clause 4 (*Independent Technical Adviser's obligations*);
 - 12.1.4** the Independent Technical Adviser fails or refuses after written warning to provide the ITA Services or the Varied ITA Services or its other duties under this Deed;
 - 12.1.5** in relation to the Independent Technical Adviser:
 - (i) a court makes an order that it be wound up or a resolution for a voluntary winding-up of it is passed;
 - (ii) any receiver or manager in respect of it is appointed or possession is taken by or on behalf of any creditor of any property that is the subject of a charge;
 - (iii) any voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or the Companies Act 2006;
 - (iv) an administration order is made;
 - (v) it ceases to carry on business;
 - (vi) it is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (vii) it is dissolved or ceases to exist;

- (viii) it has a petition advertised for winding up or an administration order presented to any court and this has not been withdrawn within 14 days; or
 - (ix) an event analogous to any of the events set out in Clauses 12.1.5(i) to 12.1.5(viii) occurs in relation to the Independent Technical Adviser in any jurisdiction in which it is incorporated or resident; or
- 12.1.6 without prejudice to Clauses 12.1.1 to 12.1.5, if at any time the Independent Technical Adviser has received two notices pursuant to Clause 9.4.2.
- 12.2 Without prejudice to Clause 12.1, the Secretary of State or the Economic Regulator may notify (and provide reasonable supporting details to) GenCo that there are grounds for termination in accordance with Clause 12.1 and require GenCo to:
 - 12.2.1 notify the Independent Technical Adviser in writing of the same (with a copy to each other Relevant Party);
 - 12.2.2 issue a notice requiring the Independent Technical Adviser to show cause within a reasonable time period that the Independent Technical Adviser's appointment under this Deed should not be terminated (and the Independent Technical Adviser agrees that it shall respond to such notice to show cause within such reasonable time period); and
 - 12.2.3 if, having received the Independent Technical Adviser's response to the notice to show cause, each of GenCo, the Secretary of State and the Economic Regulator (acting reasonably) are satisfied that:
 - (i) the Independent Technical Adviser's appointment under this Deed should be terminated, GenCo shall terminate the Independent Technical Adviser's appointment under this Deed; or
 - (ii) the Independent Technical Adviser's appointment under this Deed should not be terminated, GenCo shall withdraw the notice to show cause.
- 12.3 Without prejudice to Clause 12.1, GenCo (with the prior written consent of the Secretary of State and the Economic Regulator) may terminate the Independent Technical Adviser's appointment under this Deed at any time by notice in writing to the Independent Technical Adviser stating that this Deed will terminate on a date specified in the notice, which date must be a minimum of two months after the date of such receipt of such notice by the Independent Technical Adviser.
- 12.4 Following any termination of the Independent Technical Adviser's appointment under this Deed, but subject to Clause 12.6 and subject to any withholding, set-off or deductions which GenCo or an Individual Requesting Party may be entitled to make under this Deed, the Independent Technical Adviser shall be entitled to be paid all fees due pursuant to Clause 10 (*Payment*) in respect of the ITA Services and Varied ITA Services (if any) carried out in accordance with this Deed prior to the date of termination.
- 12.5 Pursuant to Clause 12.4 above:
 - 12.5.1 GenCo shall pay all such fees and costs payable in respect of all ITA Services and Approved Varied ITA Services; and
 - 12.5.2 each Individual Requesting Party (if any) shall pay all such fees and costs payable in respect of any relevant Individual Varied ITA Services provided to it.

- 12.6** If the Independent Technical Adviser's appointment under this Deed is terminated as a result of the Independent Technical Adviser's failure to comply with its obligations under this Deed or any act, omission, negligence or default of the Independent Technical Adviser, then the Independent Technical Adviser shall:
- 12.6.1** indemnify GenCo on an after-Tax basis in respect of any additional costs reasonably incurred by GenCo as a result of such termination including the cost of employing and remunerating a replacement to undertake the ITA Services and any Approved Varied ITA Services; and
 - 12.6.2** indemnify each Individual Requesting Party (if any) on an after-Tax basis in respect of any additional costs incurred by that Party as a result of such termination including the cost of employing and remunerating a replacement to undertake any relevant Individual Varied ITA Services requested pursuant to Clause 6.4.
- 12.7** GenCo (with the prior written consent of the Secretary of State and the Economic Regulator) may instruct the Independent Technical Adviser to cease the performance of any divisible part of the ITA Services or the Varied ITA Services other than Individual Varied ITA Services requested by an Individual Requesting Party pursuant to Clause 6.4, in which event the fees and costs due to the Independent Technical Adviser will be adjusted on a pro rata basis accordingly by GenCo and the Independent Technical Adviser shall be notified of the adjusted costs and fees by written notice from GenCo.
- 12.8** An Individual Requesting Party may instruct the Independent Technical Adviser to cease the performance of any divisible part of any relevant Individual Varied ITA Services being provided to it, in which event the fees and costs due to the Independent Technical Adviser will be adjusted on a pro rata basis accordingly by the Individual Requesting Party and the Independent Technical Adviser shall be notified of the adjusted costs and fees by written notice from the Individual Requesting Party.
- 12.9** Without prejudice to Clause 12.6, the Independent Technical Adviser acknowledges that the other Parties shall be entitled to recover damages from the Independent Technical Adviser in respect of any losses, costs (including legal costs), expenses and liabilities reasonably incurred as a result of the Independent Technical Adviser's failure to comply with its obligations under this Deed or any act, omission, negligence or default of the Independent Technical Adviser.

Independent Technical Adviser's right to terminate

- 12.10** The Independent Technical Adviser shall only be entitled to terminate its appointment under this Deed in accordance with Clauses 12.11 and 12.12.
- 12.11** Subject to Clause 12.12, if GenCo (other than in its capacity as an Individual Requesting Party):
- 12.11.1** is the Payer pursuant to Clause 10.1 (*Fee*); and
 - 12.11.2** fails to make payment of any undisputed sum due to the Independent Technical Adviser under this Deed by the Final Date for Payment,
- the Independent Technical Adviser shall have the right to serve an initial written notice on GenCo (a copy of which must also be provided to the Secretary of State and the Economic Regulator) identifying the default in question. If such default continues for a further period of 60 days following the service of such initial written notice, the Independent Technical Adviser

shall be entitled to terminate its appointment under this Deed by serving a written notice to GenCo.

12.12 Prior to the Independent Technical Adviser serving written notice to GenCo terminating the Independent Technical Adviser's appointment under this Deed in accordance with Clause 12.11, the Independent Technical Adviser shall:

12.12.1 notify the Secretary of State and the Economic Regulator in writing of its intention to do so; and

12.12.2 permit the Secretary of State or the Economic Regulator to make any outstanding payment on behalf of GenCo within 30 Business Days. On receipt of such payment, the Independent Technical Adviser shall no longer have a right to terminate its appointment under this Deed in respect of the undisputed sum giving rise to the Independent Technical Adviser's termination right.

12.13 If an Individual Requesting Party:

12.13.1 is the Payer pursuant to Clause 10.1 (*Fee*); and

12.13.2 fails to make payment of any undisputed sum due to the Independent Technical Adviser under this Deed by the Final Date for Payment,

the Independent Technical Adviser shall have the right to serve an initial written notice on that Individual Requesting Party (a copy of which must also be provided to each other Relevant Party) identifying the default in question. If such default continues for a further period of 20 Business Days following the service of such initial written notice, the Independent Technical Adviser shall be entitled to terminate the provision of the Individual Varied ITA Services provided to that Party by serving a written notice on the Individual Requesting Party, but the Independent Technical Adviser shall not be entitled to terminate its appointment under this Deed.

12.14 Upon any termination of the Independent Technical Adviser's appointment under this Clause 12, the Independent Technical Adviser shall:

12.14.1 be relieved of its obligation to continue with the performance of the ITA Services and any Varied ITA Services, and shall take steps in accordance with the timing communicated by GenCo to bring to an end the ITA Services and any Varied ITA Services (as the case may be); and

12.14.2 as soon as reasonably practicable, but no later than 15 Business Days following termination (subject to payment to the Independent Technical Adviser of all accrued amounts due and payable in respect of the key persons and fee as set out in Schedule 2 (*Key Persons and Fee*) or as otherwise agreed in writing), in an orderly manner but with all reasonable speed and economy, deliver to GenCo copies of all reports, minutes of meeting and other documents prepared or in the course of preparation by the Independent Technical Adviser in connection with the Project, including any documentation prepared or required in accordance with any applicable regulatory requirements, but excluding internal memoranda, working papers and templates; and

12.14.3 if a replacement firm has been appointed to complete the performance of the ITA Services and Varied ITA Services, co-operate fully with the replacement firm to the extent it is able to do so and use all reasonable endeavours to achieve an orderly transition in accordance with the Exit Plan,

and, subject to Clause 12.6, if the Independent Technical Adviser's appointment is terminated for any reason other than a reason stipulated in Clause 12.1, GenCo shall pay to the Independent Technical Provider all costs and expenses reasonably and necessarily incurred in performing its obligations pursuant to this Clause 12.14.

- 12.15** The expiry or termination of this Deed shall not affect any rights, remedies, obligations or liabilities which may have accrued under this Deed prior to such expiry or termination, including in respect of antecedent breaches and including the right of any of GenCo, the Secretary of State or the Economic Regulator to recover damages from the Independent Technical Adviser or to claim under the indemnity set out in Clause 12.6. The obligations and rights of each Party that are expressed to survive termination or to take effect on termination shall continue in full force and effect notwithstanding the termination of this Deed.

13 Confidentiality and Freedom of Information

13.1 Confidential Information

Subject to Clauses 13.2 (*Disclosure of Confidential Information*) and 13.5 (*Freedom of Information*), the Parties shall at all times keep all Confidential Information confidential to the Party receiving it and shall not disclose such Confidential Information to any other person, except with the written authority of each Party to whom the information is confidential.

13.2 Disclosure of Confidential Information

13.2.1 Subject to Clause 13.3 (*Obligations preserved*) and Clause 13.5 (*Freedom of Information*), a Party shall, without the prior consent of the relevant other Party, be entitled to disclose Confidential Information of that other Party:

- (i) that is reasonably required by the Party for the performance of its obligations under the Transaction Documents, including the disclosure of any Confidential Information to any employee, consultant, agent, officer, sub-contractor (of any tier) or professional adviser to the extent necessary to enable that Party to perform its obligations under the Transaction Documents;
- (ii) to any Secured Creditors or their professional advisers (including any rating agencies, if applicable) or insurance advisers or, where it is proposed that a person should or may provide funds (whether directly or indirectly and whether by loan, equity participation or otherwise) to GenCo or a Group Company to enable GenCo to carry out its obligations under the Transaction Documents, to that person and their advisers but only to the extent reasonably necessary to enable a decision to be taken on the proposal;
- (iii) to the extent required by the Nuclear Installations Act, the NEFA or any other applicable law or pursuant to an order of any court of competent jurisdiction, any parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law, including for the purposes of the National Audit Act 1983, the Comptroller and Auditor General (as such terms are defined under the National Audit Act 1983);
- (iv) to register or record any authorisations and to effect property registration that may be required;
- (v) for the purpose of the examination and certification of any Party's accounts;

- (vi) to enable a determination to be made under a dispute resolution process arising out of or in connection with this Deed;
- (vii) in relation to disclosure by GenCo, in order to fulfil the Economic Licence obligations;
- (viii) in relation to disclosure by GenCo, to any person in connection with that person being (or in anticipation of that person becoming) a shareholder of GenCo or a Group Company, subject to the terms of any non-disclosure agreement between GenCo and any of the Parties;
- (ix) required under the Nuclear Industries Security Regulations 2003 or in accordance with the ONR's Security Assessment Principles;
- (x) to prospective providers of financing to GenCo and/or a Group Company; and
- (xi) to any Group Company,

in each case, provided that any such disclosure is made honestly, reasonably (having regard to the terms of the Transaction Documents) and to the extent required for a legitimate purpose as set out in this Clause 13.2.1.

13.2.2 Nothing in this Clause 13 shall be deemed to prohibit, prevent or hinder, or render any Party liable for, the disclosure of any information by that Party to the Economic Regulator, the Parliamentary Commissioner for Administration, a Minister of the Crown or any department of the Government of the United Kingdom, Parliament, the Scottish Parliament, the National Assembly of Wales, or any department or officer of any of them for the purpose of facilitating the carrying out of its functions.

13.2.3 If the Secretary of State, the Economic Regulator and GenCo agree in writing, the Parties shall be permitted to release Confidential Information (including the contents of any Reports (as that term is defined in the Liaison Agreement)) to the Cross-Regulatory Information Sharing Platform, subject to such redactions as the Secretary of State, the Economic Regulator and GenCo agree are required.

13.3 Obligations preserved

Where disclosure is permitted under Clause 13.2 (*Disclosure of Confidential Information*), other than Clauses 13.2.1(iii) and 13.2.1(iv), the Party making such disclosure shall ensure that the recipient of the information is subject to the same obligation of confidentiality as that contained in this Deed.

13.4 Exploitation of information

Subject to use of the information for the purposes expressly contemplated in Clauses 13.2.1(ii), 13.2.1(iii) and 13.2.1(iv), no Party shall make use of any information arising out of the Project issued or provided by or on behalf of any Party in connection with the Transaction Documents otherwise than for the purposes of the Transaction Documents, except with the written consent of the Party by whom or on whose behalf the information was provided.

13.5 Freedom of Information

13.5.1 The Parties acknowledge that the Secretary of State and the Economic Regulator are, and that GenCo may become subject to the requirements of the FOIA and the Environmental Information Regulations and each Party may, subject to the remaining

provisions of this Clause 13.5, elect to make representations to each other Party (as the case may be) with its Information disclosure requirements pursuant to the same in the manner provided for in Clauses 13.5.3 to 13.5.7 (inclusive).

13.5.2 Except where a Request for Information is subject to confidentiality restrictions, where an Rfl Recipient receives a Request for Information in relation to Information that may in the RFI Recipient's reasonable opinion be confidential to another Party, the Rfl Recipient shall provide a copy of such Request for Information to the relevant other Party within three Business Days of receiving the Request for Information.

13.5.3 The RFI Recipient may within 10 Business Days of delivering a Request for Information to the relevant other Party consult with such other Party in connection with such Request for Information, in which case the relevant other Party may make representations to the Rfl Recipient as to whether:

- (i) such Information requested should be disclosed and, if so, on what basis;
- (ii) such Information may be or is Confidential Information or Commercially Sensitive Information; or
- (iii) further Information should reasonably be provided in order to identify and locate the Information requested,

provided always that, without prejudice to the relevant other Party's rights against the Rfl Recipient in respect of any disclosure of Information made otherwise than in accordance with the FOIA or the Environmental Information Regulations, the Rfl Recipient shall be responsible for determining, subject to Clause 13.5.4:

- (iv) whether Information is exempt from disclosure under the FOIA, the Environmental Information Regulations or any other relevant law (including the Utilities Act 2000); and
- (v) whether Information is to be disclosed in response to a Request for Information,

and in no event shall the relevant other Party respond directly, or allow its sub-contractors to respond directly, to a Request for Information unless expressly authorised to do so by the Rfl Recipient. If the relevant other Party elects to make representations pursuant to this Clause 13.5.3, it shall respond to the RFI Recipient within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

13.5.4 Subject to Clause 13.5.6, in deciding how to respond to a Request for Information which relates, or may relate, to Confidential Information or Commercially Sensitive Information, the Rfl Recipient shall take into account any relevant representations by the relevant other Party in that regard that are made before expiry of the time period referred to in Clause 13.5.3, and the Rfl Recipient shall not issue a response to the Request for Information before such date.

13.5.5 If the Rfl Recipient decides to respond to a Request for Information which relates, or may relate, to Confidential Information or Commercially Sensitive Information by confirming that it holds Confidential Information or Commercially Sensitive Information and/or by disclosing Confidential Information or Commercially Sensitive Information, it shall notify the relevant other Party of its decision in writing at least three Business Days before issuing such response.

13.5.6 The Parties acknowledge that (notwithstanding the other provisions of this Clause 13.5) the Rfl Recipient may, acting in accordance with the Codes, be obliged under the FOIA or the Environmental Information Regulations to disclose Information concerning the other Parties or the Project:

- (i) in certain circumstances without consulting with the relevant other Party; or
- (ii) following consultation with the relevant other Party and having taken their views into account,

provided always that where Clause 13.5.6(i) applies, the Rfl Recipient shall, in accordance with the recommendations of the Codes, take reasonable steps, where appropriate, to give the relevant other Party notice, or failing that, to draw the disclosure to the attention of the relevant other Party after any disclosure. Where disclosure is made under this Clause, the RFI Recipient shall provide the relevant other Party with a copy of the information disclosed following the disclosure.

13.5.7 The Rfl Recipient shall not be liable for any loss, damage, harm or other detriment suffered by any other Party arising out of any Information in the RFI recipient's reasonable opinion required to be disclosed under the FOIA or Environmental Information Regulations, provided the Rfl Recipient has complied with this Clause 13.5.

14 Data protection

14.1 Processing of data

Where the Independent Technical Adviser processes Personal Data under or in connection with this Deed (the **"In-Scope Personal Data"**), it shall:

- 14.1.1** comply with Data Protection Legislation;
- 14.1.2** take appropriate technical and organisational measures to protect that In-Scope Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access (which measures shall include the use of pseudonymisation and encryption where appropriate and a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the In-Scope Personal Data);
- 14.1.3** process the In-Scope Personal Data only to perform its obligations under or in connection with this Deed (the **"Purpose"**), save where otherwise required by Law (and where such a requirement is placed on the Independent Technical Adviser it shall provide prior notice to GenCo of such requirement unless the relevant Law prohibits the giving of notice on important grounds of public interest);
- 14.1.4** refrain from making a Restricted International Transfer of Personal Data without the consent of GenCo (and, where such consent is granted by GenCo, take such steps as GenCo may request to ensure any such transfer complies with Data Protection Legislation);
- 14.1.5** unless prohibited from doing so by Law, promptly notify GenCo in the event that it receives a request or enquiry from a regulator appointed under Data Protection Legislation in relation to, or a request or notice exercising rights in respect of In-Scope Personal Data under the Data Protection Legislation and shall consult with GenCo before responding to such request, enquiry or notice;

14.1.6 at the option of GenCo, either delete or return the In-Scope Personal Data when it no longer needs it for the Purpose (or otherwise at the request of GenCo); and

14.1.7 notify GenCo should it become aware of, or reasonably suspect that there has been, a security breach affecting the In-Scope Personal Data (a “**Security Breach**”). The Independent Technical Adviser shall promptly:

- (i) provide any information needed or requested by GenCo including a description of the nature of the Security Breach, the volume and type of In-Scope Personal Data affected, the categories and approximate number of individuals concerned and the likely consequences of the Security Breach; and
- (ii) take all measures necessary to address the Security Breach, mitigate its effects and prevent further breaches, and provide details of those measures to GenCo,

and the Independent Technical Adviser shall consult GenCo prior to notifying the Security Breach to a regulator or to data subjects.

14.2 Disclosure

The Independent Technical Adviser may disclose the In-Scope Personal Data to those of its employees as it reasonably considers necessary for the Purpose and shall not otherwise disclose the In-Scope Personal Data to any third party without the prior written consent of GenCo. The Independent Technical Adviser shall take reasonable steps to ensure the reliability of employees who have access to the In-Scope Personal Data and ensure that such employees and contractors are aware of the Independent Technical Adviser's obligations under this Deed and the relevant Laws and comply with confidentiality provisions no less onerous than those contained in this Deed. The Independent Technical Adviser shall ensure that such employees are notified that any unauthorised processing or disclosure of the In-Scope Personal Data may lead to disciplinary action under their contract of employment with the Independent Technical Adviser.

14.3 Processor

Without prejudice to its obligations under the remainder of this Clause 14, to the extent that the Independent Technical Adviser acts as a Processor under or in connection with this Deed:

14.3.1 it shall comply with the obligations of a Processor as set out in Article 28(3)(a) to Article 28(3)(h) of the UK GDPR; and

14.3.2 GenCo provides no general authorisation to the Independent Technical Adviser to engage further processors to process In-Scope Personal Data. The Independent Technical Adviser shall provide GenCo with a list of any such further processors the Independent Technical Adviser proposes to use before using them and shall not use them until such time as GenCo has provided approval in writing to their use.

15 Indemnity

15.1 Indemnity

Subject to Clause 16 (*Limitation of liability*), the Independent Technical Adviser shall indemnify each of the Indemnified Parties and keep the Indemnified Parties fully indemnified

on an after-Tax basis against all costs, claims, damages, expenses, losses, liabilities and penalties (including any arising under Clause 15.4 (*Prejudicial action*)) reasonably incurred or sustained in consequence of the Independent Technical Adviser's failure to comply with its obligations under this Deed or any act, omission, negligence or default of the Independent Technical Adviser.

15.2 Notice

If an Indemnified Party becomes aware of any matter in respect of which it is or may be entitled to be indemnified, it shall promptly notify the Independent Technical Adviser of such matter, specifying in reasonable detail the nature of the relevant claim.

15.3 Conduct of claims

15.3.1 If any action or claim has been brought against the Indemnified Party in respect of any matter in respect of which it is or may be entitled to be indemnified, the Independent Technical Adviser shall be entitled at its own expense to assume the defence of such action or claim in place of the Indemnified Party using legal advisers approved by the Indemnified Party.

15.3.2 In such circumstances, the Indemnified Party shall provide the Independent Technical Adviser and its advisers with such information and assistance as the Independent Technical Adviser shall reasonably request at the cost of the Independent Technical Adviser.

15.4 Prejudicial action

The obligations of the Independent Technical Adviser under Clause 15.1 (*Indemnity*) shall not extend to any liability arising from:

15.4.1 the settlement or compromise of any court action or claim brought against the Indemnified Party;

15.4.2 the admission by the Indemnified Party of any claim; or

15.4.3 the taking by the Indemnified Party of any court action (unless required by Law or applicable legal process),

without, in any such case, the prior written consent of the Independent Technical Adviser (acting reasonably).

16 Limitation of liability

16.1 Mitigation of loss

An entity establishing or alleging a breach of contract or a right to be indemnified in accordance with this Deed shall take all necessary measures to mitigate the loss which has or may occur, provided that it can do so without unreasonable inconvenience or unreasonable cost.

16.2 Aggregate liability

16.2.1 In no circumstances shall the aggregate liability of the Independent Technical Adviser to the Economic Regulator, the Secretary of State, the Secured Creditors or GenCo (whether based on breach of contract, indemnity, warranty, tort, including negligence and strict or absolute liability, breach of statutory duty or otherwise) arising out of or

in connection with this Deed exceed an amount equal to [REDACTED] in aggregate, provided that such limitation on liability shall not apply to:

- (i) any claims under Clause 14 (*Data protection*);
- (ii) any sums payable by the Independent Technical Adviser in respect of its indemnity under Clause 12.6;
- (iii) any liability for fraud, corruption or criminal conduct on the part of the Independent Technical Adviser;
- (iv) any liability for Gross Negligence or Wilful Misconduct or wilful default by the Independent Technical Adviser;
- (v) any liability caused by abandonment of this Deed by the Independent Technical Adviser;
- (vi) any liability for death or personal injury;
- (vii) any amounts payable by the Independent Technical Adviser to the extent such amounts represent a gross-up, or increased or additional payment, in respect of tax required pursuant to Clause 10.5 (*Payments gross*), Clause 12.6 (*Termination*) or Clause 15.1 (*Indemnity*); or
- (viii) any amounts recovered by the Independent Technical Adviser under insurances taken out by the Independent Technical Adviser pursuant to this Deed.

16.2.2 Any liability cap agreed between the Independent Technical Adviser and an Individual Requesting Party pursuant to Clause 6.4.3 shall be independent of and in addition to the aggregate liability cap listed in Clause 16.2.1.

16.3 Consequential Loss

In no event shall any Party be liable to any other Party (whether on the basis of breach of contract, indemnity, warranty, tort, breach of statutory duty or otherwise) for any matter arising out of or in connection with this Deed in respect of any Consequential Loss.

17 Exclusive remedies

The Parties intend that their respective rights, obligations and liabilities as provided for in this Deed shall be exhaustive of the rights, obligations and liabilities between them arising out of or in connection with this Deed. Accordingly, without prejudice to the rights, obligations and liabilities of any Party as provided for in the Liaison Agreement, the GSP Documents and the Finance Documents, the remedies expressly stated in this Deed and any document entered into pursuant to it shall be the sole and exclusive remedies of the Parties for liabilities to one another arising out of or in connection with this Deed, including any representation, warranty or undertaking given in connection with it, notwithstanding any remedy otherwise available at Law or in equity. However, this Clause 17 shall not restrict remedies in respect of fraud.

18 Assignment

18.1 Restrictions

Subject to Clause 18.3 (*Secretary of State exception*) and clause 36 (*Retirement and Removal of the Security Trustee*) of the Security Trust and Intercreditor Deed, no Party may, without the prior written consent of each of the Relevant Parties (or each of the other Relevant Parties, as applicable), assign or transfer to any person any benefit or obligation under this Deed, in whole or in part, absolutely or conditionally, unless such assignment is made in favour of the Secured Creditors of either GenCo or any other Group Company.

18.2 No sub-contracting

The Independent Technical Adviser may not sub-contract or delegate in whole or in part the performance of any of its obligations under this Deed without the prior written consent of each of the Secretary of State, the Economic Regulator and GenCo.

18.3 Secretary of State exception

Subject to clause 20.2.1 (*Assignments and transfers by the GLF Provider*) of the Government Liquidity Facility Agreement, the Secretary of State may transfer or novate its rights and its obligations under this Deed, the Liaison Agreement and any document forming part of the Government Support Package to any Secretary of State Replacement, provided that:

- 18.3.1 such transfer or novation is in respect of all of the Secretary of State's, or, as applicable, the previous Secretary of State Replacement's, rights and obligations under this Deed, the Liaison Agreement and any document forming part of the Government Support Package;
- 18.3.2 the Secretary of State Replacement enters into documentation, in the same form or otherwise in a form reasonably acceptable to GenCo (such approval not to be unreasonably withheld or delayed), agreeing to be bound by the terms of this Deed, the Liaison Agreement and any document forming part of the Government Support Package, with any consequential amendments which may be appropriate, as fully as if the Secretary of State Replacement had been a party to this Deed and named in this Deed, the Liaison Agreement and any document forming part of the Government Support Package in place of the Secretary of State or, as applicable, the previous Secretary of State Replacement (the "**Replacement Documentation**");
- 18.3.3 the Replacement Documentation shall specify that if at any time the Secretary of State Replacement ceases to be a Minister of the Crown, any entity directly wholly-owned or controlled by a Minister of the Crown or a public body of the nature described in paragraph (b) of the definition of Secretary of State Replacement, then prior to such cessation the Replacement Documentation shall be transferred or novated to a Minister of the Crown or any entity directly wholly-owned or controlled by a Minister of the Crown or a public body of the nature described in paragraph (b) of the definition of Secretary of State Replacement (such transfer or novation being an "**Alternative Secretary of State Transfer**");
- 18.3.4 where the Secretary of State Replacement is an entity directly wholly owned or controlled by a Minister of the Crown or a public body of the nature described in paragraph (b) of the definition of "Secretary of State Replacement", the Secretary of

State has produced evidence to the satisfaction of GenCo and HoldCo (acting reasonably) that:

- (i) the Secretary of State Replacement has the power and financial capability to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed, the Liaison Agreement and the Government Support Package; and
- (ii) all approvals, consents, updates and assurances required for the purposes of Clause 18.3.4(i) are, at the time of such transfer or novation, in full force and effect;

18.3.5 if at any time the Secretary of State Replacement ceases to be a Minister of the Crown, an entity directly wholly-owned or controlled by a Minister of the Crown or a public body of the nature described in paragraph (b) of the definition of “Secretary of State Replacement”, the Secretary of State shall procure that an Alternative Secretary of State Transfer (as contemplated by the Replacement Documentation and Clause 18.3.3) is effected and the requirements set out in Clause 18.3.4 shall apply in respect of such Alternative Secretary of State Transfer; and

18.3.6 all costs and expenses properly incurred by each of GenCo and HoldCo in effecting such transfer or novation are paid by the Secretary of State Replacement.

19 Disputes

19.1 Dispute Resolution Procedure

19.1.1 Subject to Clause 19.4 (*Regulatory and Statutory Decisions*), if any of GenCo, the Secretary of State, the Economic Regulator or the Independent Technical Adviser (the “**Disputing Parties**”) has a dispute arising out of or in connection with this Deed or in respect of any calculation, recommendation, report, certification, verification or other output from the Independent Technical Adviser in performance of the ITA Services and any Varied ITA Services made or produced by the Independent Technical Adviser in relation to the Government Support Package, Liaison Agreement, Economic Licence or Finance Documents (a “**Dispute**”), such Dispute shall be resolved in accordance with the Dispute Resolution Procedure set out in this Clause 19.

19.1.2 Unless this Deed has already been repudiated or terminated, the Disputing Parties shall continue to comply with all of their obligations under this Deed regardless of the nature of any Dispute and notwithstanding the referral of any Dispute for resolution under this Clause 19.

19.2 Escalation of Dispute

19.2.1 Any Dispute shall first be referred to representatives of the Disputing Parties with day-to-day responsibility for the administration of this Deed, who shall meet and endeavour to resolve the Dispute within 28 days.

19.2.2 If such Dispute has not been resolved within 28 days between the Disputing Parties’ representatives, it shall then be referred to a senior executive of each such Disputing Party, who shall be supplied with all pertinent information by the Disputing Parties in Dispute and shall endeavour to arrive at an amicable resolution to such Dispute within 28 days after receipt of such information.

19.2.3 If any Party to this Deed is not a party to the Dispute (a “**Non-Disputing Party**”), the relevant representative(s) of such Non-Disputing Party shall have the right to:

- (i) attend and speak at any meetings held in accordance with Clause 19.2.1 and/or Clause 19.2.2; and
- (ii) receive and comment on any relevant information, correspondence or other documents in respect of the Dispute,

as an interested party in connection with the Dispute.

19.2.4 Following the expiry of the period set out in this Clause 19.2, a Disputing Party may at any time refer any Dispute described in Clause 19.3.1 to be resolved in accordance with the independent expert procedure set out in Clause 19.3 (*Expert Determination*).

19.2.5 This Clause 19.2, and any discussion between representatives or senior executives which takes place pursuant to it, shall be without prejudice to any right or remedy which any relevant Party may ultimately have, should the matter in dispute fail to be resolved by such discussions.

19.3 Expert Determination

19.3.1 Subject to Clause 19.2, through proposing to the other Disputing Parties in writing the appointment of an expert (the “**Expert**”), a Disputing Party may at any time refer for determination by the Expert:

- (i) a Dispute in respect of any calculation, certification, verification or other output from the Independent Technical Adviser in performance of the ITA Services and any Varied ITA Services made or produced by the Independent Technical Adviser; or
- (ii) a Dispute arising out of or in connection with clauses 3.9 and/or 4.1.6 of the Contingent Financing Agreement, provided that such Dispute relates solely to matters of a technical or non-commercial nature.

19.3.2 A Disputing Party may at any time refer a Dispute arising out of or in connection with Clause 7 (*Discontinuation Plan*) for determination in accordance with clause 27 (*Expert Determination*) of the Discontinuation and Compensation Agreement.

19.3.3 The Expert shall have experience in the discipline or area of expertise that the Disputing Parties agree is appropriate for the Dispute in question and shall be appointed by agreement or, failing such agreement within 14 days of all Disputing Parties receiving the written proposal referred to in Clause 19.3.1, by the International Chamber of Commerce’s (the “**ICC**”) International Centre for ADR (the “**Reference Body**”) on the application of a Disputing Party. The Expert shall not be a present or former employee or agent of, or consultant or counsel to, any Party or any Affiliate thereof.

19.3.4 The expert determination procedure shall be carried out in accordance with the ICC Expert Rules.

19.3.5 The Disputing Parties shall request that the Expert determine the referred Dispute within 30 days of receiving the reference.

- 19.3.6** If the Expert has been appointed but is unable or unwilling to complete the reference, another Expert shall be appointed by agreement between the Disputing Parties (or, failing agreement, within 14 days of the Disputing Parties being notified that the Expert is unable or unwilling to complete the reference) by the Reference Body on the application of any Disputing Party.
- 19.3.7** The Expert shall act as an expert and not as an arbitrator.
- 19.3.8** The Disputing Parties and, if they are a Non-Disputing Party, any of GenCo, the Secretary of State, the Economic Regulator or the Independent Technical Adviser, shall have the right to make representations and submissions to the Expert. There shall be no formal hearing.
- 19.3.9** Each Disputing Party and, if they are a Non-Disputing Party, any of GenCo, the Secretary of State, the Economic Regulator or the Independent Technical Adviser, shall make all relevant documents and information within their control available to the Expert.
- 19.3.10** The costs of and incidental to the reference shall be awarded by the Expert as they think fit.
- 19.3.11** If they are a Non-Disputing Party, any of GenCo, the Secretary of State, the Economic Regulator or the Independent Technical Adviser shall have the right to:
- (i) attend and speak at any meetings, hearings or other proceedings held in accordance with this Clause 19.3; and
 - (ii) receive and comment on any relevant information, correspondence, decisions or other documents in respect of the Dispute, the appointment of the Expert and the proceedings to be undertaken in accordance with this Clause 19.3,
- as an interested party in connection with the Dispute.
- 19.3.12** Any decision of the Expert shall be binding as between GenCo and the Independent Technical Adviser but shall not be binding on the Economic Regulator or the Secretary of State.

19.4 Regulatory and Statutory Decisions

The Parties acknowledge and agree that:

- 19.4.1** Subject to Clause 19.3.12, the Dispute Resolution Procedure shall not apply in relation to Disputes of a statutory and/or regulatory nature (but shall apply in relation to Disputes as described in Clause 19.3.1); and
- 19.4.2** if and to the extent a recommendation made by the Independent Technical Adviser is the subject of a Dispute, the Economic Regulator and the Secretary of State (each in their statutory capacity) shall not be obliged to make any decision with regards to any such recommendation until the resolution of such Dispute in accordance with this Clause 19.

20 Jurisdiction

20.1 Subject to Clause 19 (*Disputes*), the Parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction to settle any Dispute which may arise out of or in connection with this Deed.

20.2 Subject to Clause 19 (*Disputes*), the Parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

21 Notices

21.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by hand or recorded delivery or letter.

21.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is as follows:

21.2.1 Secretary of State

[REDACTED]
[REDACTED]

Email: [●]

Attention: [●]

21.2.2 Economic Regulator

[REDACTED]

Email: [●]

Attention: [●]

21.2.3 GenCo

[REDACTED]
[REDACTED]
[REDACTED]

21.2.4 Independent Technical Adviser

[REDACTED]
[REDACTED]

Email: [●]

Attention: [●]

21.2.5 Security Trustee

[REDACTED]

Email: [●]

Attention: [●],

or any substitute address or department or officer as any Party may notify in writing to each of the other Parties by not less than five Business Days' notice.

21.3 Delivery

21.3.1 Subject to Clause 21.4 (*Electronic communication*), any communication or document made or delivered by one Party to another Party under or in connection with this Deed shall only be effective:

- (i) if by hand or recorded delivery, when so delivered; and
- (ii) if by post (other than recorded delivery), two Business Days after being deposited in the post (postage prepaid) in an envelope addressed to the relevant Party at the relevant address,

and, if a particular department or officer is specified as part of its address, details provided under Clause 21.2 (*Addresses*), if addressed to that department or officer.

21.3.2 Any notice under this Deed shall be irrevocable.

21.4 Electronic communication

21.4.1 Any communication to be made under or in connection with this Deed may be made by electronic mail or other electronic means, if the relevant Parties:

- (i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
- (ii) notify the other Parties in writing of their electronic mail address and any other information required to enable the sending and receipt of information by that means; and
- (iii) notify the other Parties of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

21.4.2 Any electronic communication made between the Parties will be effective only when actually received in readable form.

22 Miscellaneous

22.1 Amendment and variation

No amendment or variation of this Deed shall be effective unless in writing and signed by or on behalf of each Party.

22.2 Waiver

No failure to exercise, nor any delay in exercising, any right, power or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. Any waiver of any breach of this Deed must be made in writing and shall not be deemed to be a waiver of any subsequent breach.

22.3 Partial invalidity

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any Law of any jurisdiction:

22.3.1 neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the Law of any other jurisdiction shall, in any way, be affected or impaired and the legality, validity and enforceability of the remainder of this Deed shall not be affected; and

22.3.2 the Parties shall negotiate (acting reasonably) with a view to agreeing one or more provisions which may be substituted for any such invalid, illegal or unenforceable provision and which are satisfactory to all relevant Competent Authorities and produce as nearly as is practicable in all the circumstances the appropriate balance of the commercial interests of the Parties. No failure to agree upon such provisions may be referred to the Dispute Resolution Procedure.

22.4 Relationship between the Parties

Except as otherwise expressly provided in this Deed:

22.4.1 no Party shall have any authority to bind any other Party as its agent or otherwise; and

22.4.2 the Parties do not have a fiduciary relationship and each Party is free to act as it considers appropriate and is not restricted from engaging for its own account, by itself or with others, in any business or activity of any nature whatever.

22.5 Exclusion of implied terms

Each Party acknowledges that it has not been induced to enter into this Deed, the Liaison Agreement or any agreement forming part of the Government Support Package by any representation, warranty or undertaking not expressly incorporated into this Deed. So far as permitted by Law and except in the case of fraud, each Party agrees and acknowledges that its only rights and remedies in relation to any representation, warranty or undertaking made or given in connection with this Deed, the Liaison Agreement or any agreement forming part of the Government Support Package shall be for breach of the terms of that agreement, to the exclusion of all other rights and remedies (including those in tort or arising under statute) except as expressly stated in any such document.

22.6 Entire Agreement

This Deed, together with the Liaison Agreement, the GSP Documents and the Finance Documents, constitutes the entire agreement between the Parties with respect to the matters contemplated in it and supersedes any prior written or oral agreement between them with respect to such subject matter.

22.7 Further assurance

Each Party shall, and shall use all reasonable endeavours to procure that any relevant third party shall, execute such documents and do such acts and things as the requesting Party may reasonably require for the purpose of giving to the requesting Party the full benefit of all the provisions of this Deed.

22.8 No partnership

Neither this Deed nor any other Deed or arrangement of which it forms part, nor the performance by the Parties of their respective obligations under any such Deed or arrangement, shall constitute a partnership between the Parties. No Party shall have any authority (unless expressly conferred in writing under this Deed or otherwise and not revoked) to bind any other Party as its agent or otherwise.

22.9 Counterparts

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

22.10 Announcements

22.10.1 The Security Trustee shall not issue any announcement or circular regarding this Deed or any aspect of its contents without the prior written agreement of each of the other Parties (such agreement not to be unreasonably withheld or delayed), except as may be required by Law or the rules of any stock exchange applicable to the Security Trustee or any of its Affiliates, in which case the Security Trustee shall use all reasonable endeavours to notify the other Parties of the content of such announcement or circular at least 48 hours prior to such issue (unless otherwise required by Law or the rules of any applicable stock exchange) and the Security Trustee shall take such account as is reasonable in the circumstances of comments on the proposed announcement or circular made by any other Party, provided such comments are received within 24 hours of the notification.

22.10.2 None of the Relevant Parties may issue any announcement or circular regarding this Deed or any aspect of its contents without the prior written agreement of each of the other Relevant Parties (such agreement not to be unreasonably withheld or delayed), except as may be required by Law or the rules of any stock exchange applicable to any Relevant Party or any of its Affiliates. The Relevant Party so issuing will use all reasonable endeavours to notify the other Relevant Parties of the content of such announcement or circular at least 48 hours prior to such issue (unless otherwise required by Law or the rules of any applicable stock exchange) and the Relevant Party so issuing shall take such account as is reasonable in the circumstances of comments on the proposed announcement or circular made by any other Relevant Party, provided such comments are received within 24 hours of the notification.

22.11 Costs

Each Party shall bear all costs incurred by it in connection with the preparation and negotiation of and entry into this Deed.

23 Governing Law

This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by and construed in accordance with English law.

24 Contracts (Rights of Third Parties) Act 1999

This Deed does not create any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a Party.

In witness whereof this Deed has been delivered on the date stated at the beginning of this Deed.

SIGNATURE PAGES

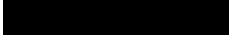
[Note: signature blocks to be inserted prior to signing.]

SECRETARY OF STATE

EXECUTED as a **DEED**

For England and Wales:

The **CORPORATE SEAL** of)
THE SECRETARY OF STATE)
FOR ENERGY SECURITY)
AND NET ZERO)

As affixed, is authenticated by)


ECONOMIC REGULATOR

[Note: signature block to be inserted prior to signing.]

GENCO

EXECUTED as a **DEED** by

.....
(Name of authorised director)

.....
(Signature of authorised director)
Director

.....
(Name of authorised director)

.....
(Signature of authorised director)
Director

for and on behalf of **SIZEWELL C LIMITED**

SECURITY TRUSTEE

[Note: signature block to be inserted prior to signing.]

INDEPENDENT TECHNICAL ADVISER

[Note: signature block to be inserted prior to signing.]

Schedule 1

ITA Services

1 General

The ITA Services are those services in relation to the Project to be undertaken by the Independent Technical Adviser as set out in the Economic Licence, the Finance Documents, the Liaison Agreement, the GSP and the Investment Agreement and as set out in detail in this Schedule 1.

2 ITA Services contemplated by the Economic Licence, the GSP, the Liaison Agreement and the Investment Agreement

2.1 After having made due inquiry into GenCo's assessments, the Independent Technical Adviser shall evaluate, review, comment and advise on, and make recommendations to, the members of the Liaison Committee (based on its review, evaluation and verification of relevant information) as and to the extent required under the Economic Licence, the GSP and the Liaison Agreement (as applicable) in respect of:

2.1.1 the:

- (i) Actual Allowable Capital Spend (Nominal);
- (ii) Actual Allowable Capital Spend (ACI);
- (iii) Actual Allowable Capital Spend (CPIH);
- (iv) Actual Allowable Operational Spend (Nominal);
- (v) Actual Allowable Operational Spend (ACI);
- (vi) Actual Allowable Operational Spend (CPIH); and
- (vii) where applicable, the:
 - (a) Actual Additional Allowable Spend (Nominal);
 - (b) Actual Additional Allowable Spend; and
 - (c) Actual Social Benefits and Communications Costs;

2.1.2 GenCo's assessment of the Actual Percentage Completion (for the purposes of earned value analysis);

2.1.3 GenCo's assessment of the Forecast Allowable Capital Spend and Forecast Allowable Operational Spend on an annual look forward basis;

2.1.4 GenCo's assessment of any LRT Predicted Overruns;

2.1.5 GenCo's assessment of any HRT Predicted Overruns notified to the Economic Regulator by GenCo;

2.1.6 any Draft Mitigation Plan and any revised version of a Draft Mitigation Plan (acting reasonably) due to an LRT Predicted Overrun, HRT Predicted Overrun or a Delay Event;

2.1.7 GenCo's assessment of the annual calculation of the Allowed Revenue;

- 2.1.8 GenCo's assessment of the submissions to the Liaison Committee listed in clause 5.2 (*Reporting*) of the Liaison Agreement; and
- 2.1.9 any Draft Discontinuation Plan and/or the Revised Discontinuation Plan submitted to the Liaison Committee and/or the Discontinuation Committee in accordance with clause 5 (*Approved Discontinuation Plan, Make Safe Activities and Make Safe Account*) of the Discontinuation and Compensation Agreement.

2.2 The Independent Technical Adviser shall also:

- 2.2.1 verify the amount of Allowable Capital Spend that GenCo reasonably expects to incur in the relevant Charging Year_{t+1}, deflated by ACI or CPIH, as relevant, and stated in real (Base Year) prices as Forecast Allowable Capital Spend under the Economic Licence;
- 2.2.2 verify the amount of Allowable Operational Spend that GenCo reasonably expects to incur in the relevant Charging Year_{t+1}, deflated by ACI and stated in real (Base Year) prices as Forecast Allowable Operational Spend under the Economic Licence;
- 2.2.3 if required from time to time in accordance with the Liaison Agreement, review the Updated Financial Model (including the Severe Outturn Case and the Predicted Outturn Case), the Project Update Report, the Monthly Report and the Annual Report (as applicable) and inform the Liaison Committee as to the verification of:
 - (i) any LRT Predicted Overrun and/or HRT Predicted Overrun (as identified on the basis of a Predicted Outturn Case);
 - (ii) Actual Allowable Capital Spend (Nominal);
 - (iii) Actual Allowable Capital Spend (ACI);
 - (iv) Actual Allowable Capital Spend (CPIH);
 - (v) Actual Allowable Operational Spend (Nominal);
 - (vi) Actual Allowable Operational Spend (ACI);
 - (vii) Actual Allowable Operational Spend (CPIH); and
 - (viii) where applicable, the:
 - (a) Actual Additional Allowable Spend (Nominal);
 - (b) Actual Additional Allowable Spend; and
 - (c) Actual Social Benefits and Communications Costs;
- 2.2.4 review the Lender Project Update Report and the Lender Monthly Report to verify the matters set out in paragraph 2.2.3(i) to 2.2.3(viii) (to the extent such matters are required to be included in the relevant report) prior to GenCo issuing such reports to the Security Trustee pursuant to clause 5.5 (*Lender Quarterly Reports*) and clause 5.6 (*Lender Monthly Reports*) of the Liaison Agreement respectively.
- 2.2.5 review any reports and budgets and any other documents prepared and distributed to it by GenCo in accordance with the Economic Licence, the GSP, the Liaison Agreement, the Finance Documents and this Deed (the "**Reports**" and "**Report**" shall be construed accordingly);

- 2.2.6 review and verify any Predicted Outturn Case and Severe Outturn Case prepared by GenCo pursuant to clause 3.6 (*Financing principles in the Pre-PCR Period*) of the Investment Agreement;
- 2.2.7 provide written commentary on the Reports referred to in paragraph 2.2.4 within 14 days of receipt;
- 2.2.8 provide reasonable assistance to support the parties in resolving any dispute in relation to the matters on which the Independent Technical Adviser is responsible for advising, except where the dispute is directly between the Independent Technical Adviser and any of the parties in question;
- 2.2.9 provide advice, as requested by the Economic Regulator, in relation to the assessment of any Relevant Change of Circumstances and provide reports in relation to any Relevant Change of Circumstances upon request by the other Parties;
- 2.2.10 respond to any other requests by the Economic Regulator to review any information required to be provided by GenCo;
- 2.2.11 respond to any request from the Economic Regulator or the Secretary of State about whether an LRT Predicted Overrun and/or an HRT Predicted Overrun is likely to occur;
- 2.2.12 respond to any request from GenCo about whether contemplated future project spend would constitute Allowable Capital Spend, Allowable Operational Spend or Allowable Social Benefits and Communications Costs;
- 2.2.13 report its assessment of GenCo's forecast spend in the following quarter in a report to the Secretary of State, the Economic Regulator and GenCo;
- 2.2.14 classify the matters on which it reports according to their level of seriousness using a 'red, amber, green' system;
- 2.2.15 review and comment on the Supporting Information delivered to it and necessary to demonstrate that GenCo has met the Commercial Operations Requirements and (including in connection with any application by GenCo for approval by the Economic Regulator that the Commercial Operations Requirements have been met) provide a report confirming that the Independent Technical Adviser is satisfied that GenCo has met all of the Commercial Operations Requirements (and for the purposes of this paragraph 2.2.15, "**Supporting Information**" and "**Commercial Operations Requirements**" shall have the meanings given to those terms in the Economic Licence);
- 2.2.16 respond to any requests by the Liaison Committee to provide greater scrutiny of any information required to be provided by GenCo to the Liaison Committee;
- 2.2.17 ensure that it is suitably resourced and competent to perform the ITA Services in accordance with the terms of appointment set out in this Deed;
- 2.2.18 ensure that staff are appropriately vetted and that the Independent Technical Adviser's systems are adequate for storing sensitive nuclear information and export controlled information; and
- 2.2.19 provide any necessary commentary at Liaison Committee meetings.

2.3 In addition, in accordance with the requirements set out in the GSP, the Independent Technical Adviser shall, having made due inquiry into GenCo's assessments:

- 2.3.1** perform the services set out in Clause 7 (*Discontinuation Plan*) of this Deed;
- 2.3.2** review and verify any HRT Predicted Overrun as set out in special condition 8.4(e) of the Economic Licence and any LRT Predicted Overrun or HRT Predicted Overrun as required in accordance with the GSP and/or the Liaison Agreement (including any Updated Financial Model (including the Severe Outturn Case and the Predicted Outturn Case) and providing verification that an LRT Predicted Overrun and/or HRT Predicted Overrun will still occur after the implementation of a Draft Mitigation Plan or Approved Mitigation Plan, as applicable);
- 2.3.3** review a written report provided by GenCo pursuant to clause 6.1.1 of the Discontinuation and Compensation Agreement and, in accordance with clause 6.1.2 of the Discontinuation and Compensation Agreement, within 40 Business Days of receiving such report, review and provide a written report to the DCA Provider and GenCo as to its verification of the Allowable Capital Spend and any Additional Allowable Spend incurred between the end of the preceding Charging Year and the Discontinuation Date;
- 2.3.4** verify, at a given Test Date, any Allowable Capital Spend and, if applicable, Additional Allowable Spend and Unapproved Amounts incurred by GenCo between the end of the preceding Charging Year and that Test Date; and
- 2.3.5** review and comment (acting reasonably) on any Expenditure Plan prepared by GenCo pursuant to clause 4.1 (*Expenditure Plan*) of the Contingent Financing Agreement,

provided that the Independent Technical Adviser shall perform such services as an adviser to the other relevant Parties and it shall not be permitted to make any decisions for or on behalf of the Economic Regulator or the Secretary of State.

2.4 In addition, in accordance with the requirements set out in the Investment Agreement, the Independent Technical Adviser shall, for the purposes of determining whether a HRT Excess Event (as such term is defined in the Investment Agreement) has occurred, estimate the quantum of the spend that has at that time been incurred that would qualify as Allowable Capital Spend for the purpose of the Economic Licence but which has not yet been reviewed by the Economic Regulator.

2.5 The Parties agree and acknowledge that:

- 2.5.1** any recommendation, advice or any other service provided by the Independent Technical Adviser to the Economic Regulator or the Secretary of State (acting in their statutory capacity) in accordance with this Deed shall not be binding on the Economic Regulator or the Secretary of State; and
- 2.5.2** the Economic Regulator shall be solely responsible for exercising the powers, duties and any other obligation ascribed to it pursuant to the Economic Licence, the NEFA and any other law or regulation.

2.6 The Independent Technical Adviser shall attend all meetings to which it is invited and all meetings of the Liaison Committee, unless the Secretary of State, GenCo and the Economic Regulator jointly determine otherwise, and shall continuously keep up-to-date on the Project.

3 ITA Services contemplated by the Finance Documents

- 3.1** In accordance with the terms of this Deed and the Liaison Agreement, the Independent Technical Adviser shall be required to have due regard for any questions, requests for clarification or comments in respect of any assessment made by the Independent Technical Adviser in relation to an LRT Predicted Overrun or HRT Predicted Overrun identified in a Lender Monthly Report or Lender Project Update Report, which in each case are submitted by the Security Trustee (on behalf of the Lenders' Technical Adviser, acting reasonably) and shall respond to any such question or request for clarification within 15 Business Days of receiving such question or request for clarification, provided that the Independent Technical Adviser shall not be required to provide any information that the Relevant Parties agree is of a commercially sensitive nature or subject to any security restrictions or other confidentiality restrictions.
- 3.2** In connection with GenCo's obligations under the terms of the Finance Documents, the Independent Technical Adviser shall be required to:
- 3.2.1** review and verify, based on the information provided by GenCo under the terms of the Liaison Agreement (including, without limitation, each Severe Outturn Case, each Predicted Outturn Case, each Lender Monthly Report and Lender Project Update Report), whether:
 - (i) an LRT Predicted Overrun has occurred and is continuing; and
 - (ii) an HRT Predicted Overrun has occurred and is continuing,and provide written confirmation to the Security Trustee of such review and verification;
 - 3.2.2** following the occurrence of an HRT Predicted Overrun, review and verify any assessment by GenCo that such HRT Predicted Overrun is no longer forecast to occur under the Predicted Outturn Case, and provide written confirmation to the Security Trustee of such review and verification;
 - 3.2.3** if an HRT Predicted Overrun is forecast under the latest Predicted Outturn Case or Severe Outturn Case delivered by GenCo to the Independent Technical Adviser, review and verify GenCo's forecast of the Expected HRT Predicted Overrun Date under both the Predicted Outturn Case and Severe Outturn Case and provide written confirmation to the Security Trustee of such review and verification;
 - 3.2.4** review and report to the Security Trustee on any Draft Mitigation Plan provided by GenCo in relation to an LRT Predicted Overrun; and
 - 3.2.5** review and report to the Security Trustee on any Draft Mitigation Plan provided by GenCo in relation to an HRT Predicted Overrun;
 - 3.2.6** review and verify the latest Predicted Outturn Case and Severe Outturn Case delivered by GenCo to the Independent Technical Adviser and provide written confirmation to the Security Trustee of such review and verification;
 - 3.2.7** confirm its assessment (on a quarterly basis) to GenCo and the Security Trustee of the forecasted expenditure of GenCo for each following quarter, and provide written confirmation to the Security Trustee of such assessment;
 - 3.2.8** review all sums to be paid to a party to a Project Document other than in accordance with the terms of that Project Document and, if satisfied, provide written confirmation

to the Security Trustee that any such payment is in compliance with Good Industry Practice;

3.2.9 review and comment on the most recent:

- (i)** Lender Project Update Report delivered to it; and
- (ii)** Lender Monthly Report delivered to it;

3.2.10 in respect of each Lender Project Update Report and Lender Monthly Report, review and verify the matters set out in clauses 7.1.2(i) to 7.1.2(v) of the Liaison Agreement (to the extent such matters are required to be included in the relevant Lender Project Update Report or Lender Monthly Report (as applicable)).

Schedule 2
Key Persons and Fee

Part 1
Scheduled ITA Services

Grade	Role	Day rate (as of February 2025)
Consulting Senior Director	Senior level review	██████
Consulting Director	Commission lead	██████
Consulting Senior Consultant	Project Manager	██████
Consulting Director	Reporting and assurance lead, Ofgem engagement	██████
Consulting Consultant	Reporting and assurance	██████
Project & programme management Project Manager	Schedule, cost and risk analysis and reporting	██████
Project & programme management Programme Director	Cost assessment lead	██████
Project & programme management Project Manager	Cost assessment support	██████
Project & programme management Associate Project Manager	Schedule assessment lead	██████
Project & programme management Project Manager	Schedule assessment support	██████
Consulting Director	Risk assessment	██████
Consulting Principal Consultant	Delivery assessment	██████

Grade	Role	Day rate (as of February 2025)
Specialists & Scientists Associate Technical Director	Environmental SME	██████
Consulting Associate Director	Marine & logistics SME	██████
Consulting Senior director	Nuclear licensing SME	██████
Total day rate cost		██████

Part 2
Unscheduled ITA Services, Approved Varied ITA Services and Individual Varied ITA Services

Role	Grade	Hourly rate (as of February 2025)	Day rate (as of February 2025)
Senior level review	Consulting Senior Director	██████	██████
Commission lead	Consulting Director	██████	██████
Project Manager	Consulting Senior Consultant	██████	██████
Reporting and assurance lead, Ofgem engagement	Consulting Director	██████	██████
Reporting and assurance	Consulting Consultant	██████	██████
Schedule, cost and risk analysis and reporting	Project & programme management Project Manager	██████	██████
Cost assessment lead	Project & programme management Programme Director	██████	██████
Cost assessment support	Project & programme management Project Manager	██████	██████
Schedule assessment lead	Project & programme management Associate Project Manager	██████	██████
Schedule assessment support	Project & programme management Project Manager	██████	██████
Risk assessment	Consulting Director	██████	██████
Delivery assessment	Consulting Principal Consultant	██████	██████

Role	Grade	Hourly rate (as of February 2025)	Day rate (as of February 2025)
Environmental SME	Specialists & Scientists Associate Technical Director	██████	██████
Marine & logistics SME	Consulting Associate Director	██████	██████
Nuclear licensing SME	Consulting Senior director	██████	██████
<i>Additional rates</i>			
Consulting Junior Consultant	N/A	██████	██████
Project & programme management Senior Director	N/A	██████	██████
Project & programme management Senior PM	N/A	██████	██████
Project & programme management Assistant Project Manager	N/A	██████	██████
Specialists & Scientists Senior Director	N/A	██████	██████
Specialists & Scientists Technical Director	N/A	██████	██████
Specialists & Scientists Principal Consultant	N/A	██████	██████
Specialists & Scientists Senior Consultant	N/A	██████	██████
Specialists & Scientists Consultant	N/A	██████	██████

Schedule 3 ITA Key Performance Indicators

1 Description of the ITA Key Performance Indicators

No	Functional area	Description	Poor	Compliant	Exemplary
1	Staff retention	Continuity of key individuals to prevent loss of knowledge and high cost in the development of new personnel.	In any rolling six-month period from Revenue Commencement, the Independent Technical Adviser replaces two or more persons identified in the Key Personnel List for reasons other than such persons leaving the employment of the Independent Technical Adviser or no longer providing services to the Independent Technical Adviser (other than in accordance with Clause 8 (<i>Staff</i>)) and to the extent that the Independent Technical Adviser (i) has agreed a handover and continuity plan with GenCo to prevent loss of knowledge and costs in the development of any replacement	In any rolling six-month period from Revenue Commencement, the Independent Technical Adviser replaces one person identified in the Key Personnel List for reasons other than that person leaving the employment of the Independent Technical Adviser or no longer providing services to the Independent Technical Adviser.	In any rolling six-month period from Revenue Commencement, the Independent Technical Adviser does not replace any persons identified in the Key Personnel List.

No	Functional area	Description	Poor	Compliant	Exemplary
			personnel, and (ii) is implementing, or has implemented, that plan in full).		
2	Timely delivery	Response times of the Independent Technical Adviser to requests, timeliness of reports and turnaround for deliverables.	The client satisfaction survey completed pursuant to Clause 9.2 indicates that the performance of the ITA against this measure does not meet expectations.	The client satisfaction survey completed pursuant to Clause 9.2 indicates that the performance of the ITA against this measure meets expectations.	The results of the client satisfaction survey completed pursuant to Clause 9.2 indicate that the performance of the ITA against this measure exceeds expectations.
3	Performance standards	Standards of performance.	The client satisfaction survey completed pursuant to Clause 9.2 indicates that the performance of the ITA against this measure does not meet expectations.	The client satisfaction survey completed pursuant to Clause 9.2 indicates that the performance of the ITA against this measure meets expectations.	The results of the client satisfaction survey completed pursuant to Clause 9.2 indicate that the performance of the ITA against this measure exceeds expectations.

2 Scoring with respect to ITA Key Performance Indicators

The score in respect of each ITA Key Performance Indicator set out in the above table (“**ITA KPI Score**”) shall be:

- 2.1.1 if the performance is Poor, 0;
- 2.1.2 if the performance is Compliant, 4; and
- 2.1.3 if the performance is Exemplary, 7.

3 Reporting with respect to ITA Key Performance Indicators

Within five Business Days following the end of each six-month period from Revenue Commencement, the Independent Technical Adviser shall:

- 3.1.1 prepare a report setting out the ITA KPI Scores for that six-month period in respect of each ITA Key Performance Indicator ("**ITA KPI Scores Report**"); and
- 3.1.2 submit such ITA KPI Scores Report to the other parties.