

ENERGY RELIEF TERMS & CONDITIONS (“T&CS”)

1. CONTRACT AND APPOINTMENT

1.1 The Letter of Engagement and these T&Cs form the Contract. The Letter of Engagement prevails if they conflict. The Contract begins when the Client signs the Letter of Engagement, asks the Supplier to start work or supplies instructions or materials, and the person doing so confirms authority to bind the Client.

1.2 The Client appoints the Supplier exclusively for each Scheme and Site identified in the Letter of Engagement. During the Term, the Client shall not appoint another person, make the same Claim itself or take steps that duplicate, replace or undermine the Services.

1.3 The Supplier shall provide the Services with reasonable skill and care, using information supplied by the Client and obtained from Relevant Authorities or authorised third parties. Dates are estimates where dependent on government, suppliers or other third parties.

2. SERVICES

2.1 The Services may include eligibility reviews; data and evidence collection; calculations; preparation, submission and progression of Claims; responses to reasonable enquiries; and liaison with Relevant Authorities and energy suppliers. Only Schemes and Sites stated in the Letter of Engagement are included.

2.2 The Supplier may reasonably adapt the Services to changes in law, guidance, scheme design or delivery arrangements. Appeals, litigation, formal investigations, site visits, audits, assurance and work outside the agreed scope require separate written agreement.

2.3 If a Relevant Authority conducts an enquiry, audit, verification or compliance review concerning a Claim, the Supplier shall provide reasonable assistance while the Client has paid all Charges and complied with the Contract.

3. CLIENT RESPONSIBILITIES AND AUTHORITY

3.1 The Client remains responsible for its eligibility, Claims and compliance. It shall promptly provide complete, accurate and current information reasonably required for the Services, including energy invoices and contracts, MPANs, MPRNs, half-hourly data, accounts, turnover, staff costs, GVA, production, site and meter information, and details of overlapping support.

3.2 The Client shall sign and maintain any reasonable Letter of Authority; meet reasonable deadlines; forward relevant correspondence; verify information and calculations; retain supporting records; and notify the Supplier within fourteen days of any matter affecting eligibility or Benefits, including changes to supplier, tariff, meters, activities, ownership, control or solvency.

3.3 The Client authorises the Supplier to communicate and share necessary information with the Client's personnel and advisers, Relevant Authorities, energy suppliers, landlords, site operators and other relevant parties. The Supplier may rely on information provided by or for the Client and pause work where information, authority or cooperation is missing or creates a compliance concern.

3.4 Where a Certificate is issued, the Supplier shall present it directly to the relevant energy supplier and liaise with that supplier to procure and monitor application of the Benefit. The Client shall not withhold, present, replace, revoke or obstruct the Certificate or related authority and shall provide evidence of all resulting Benefits.

4. CHARGES AND PAYMENT

4.1 The Client shall pay the Charges stated in the Letter of Engagement. Unless stated otherwise, a percentage Charge applies to the gross Benefit attributable to the Services throughout the Benefit

Period, including payments, rebates, refunds, credits, exemptions and reduced charges received during or after the Term.

4.2 CCL Charges are invoiced on receipt of a rebate or credit; UK ETS/CPS Charges quarterly on receipt of compensation; and EII or BICS Charges quarterly by reference to savings achieved. These timings do not postpone entitlement to Charges already earned.

4.3 The Client shall provide bills, statements and payment evidence within ten Working Days of request. The Supplier may issue a benefit summary. If reliable actual information is unavailable, it may use a reasonable estimate, explain its basis and reconcile it when actual evidence becomes available. A calculation is accepted unless disputed with reasons and evidence within ten Working Days.

4.4 Invoices are payable within five days plus VAT, without set-off, withholding or deduction. A genuine dispute does not suspend payment of the undisputed amount. Overdue sums carry statutory interest at 8% above the Bank of England base rate, statutory compensation and reasonable recovery costs.

5. CONFIDENTIALITY, DATA AND MATERIALS

5.1 Each party shall protect the other's Confidential Information and use it only for the Contract, professional or legal obligations, or enforcement of rights. Necessary disclosure may be made to personnel, advisers, insurers, subcontractors and authorities subject to suitable obligations or where required by law. This duty survives termination.

5.2 Each party shall comply with Data Protection Legislation and normally acts as an independent controller. The Client confirms it may lawfully provide personal data; the Supplier may process and share it to deliver the Services, prevent fraud, comply with law and manage or protect the relationship.

5.3 The Client owns Client Materials and licenses them for the Services. The Supplier owns its methods, templates, models, tools, know-how and working papers. Once all Charges are paid, the Client may use final deliverables internally for the relevant Claim, but may not sell them, provide them to a competing adviser or use them for another person.

6. LIABILITY

6.1 Nothing limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or liability that cannot lawfully be limited. Subject to this, neither party is liable for indirect or consequential loss, and the Supplier is not liable for lost profit, revenue, opportunity, goodwill, anticipated saving or expected Benefit.

6.2 The Supplier is not liable for penalties, interest, clawbacks, repayments or loss caused by inaccurate, incomplete or late information; failure to follow reasonable advice; an act or omission of government, an energy supplier or another third party; a change in law, policy, tariff or Scheme; or a matter outside scope, except to the extent directly caused by the Supplier's breach or negligence.

6.3 The Supplier's total aggregate liability arising from the Services is limited to the Charges paid or payable for those Services during the twelve months before the event giving rise to the claim.

7. TERM, SUSPENSION AND TERMINATION

7.1 The Contract continues for the longer of 36 months and the validity of any Certificate or entitlement resulting from the Services, including a renewal or reissue. It then renews for successive twelve-month periods unless either party gives at least ninety days' notice

before the current period ends.

7.2 The Supplier may suspend or terminate on written notice for overdue payment, missing information or authority, obstruction of a Benefit, a compliance or legal concern, or material breach not remedied within fourteen days. It may terminate immediately for unlawful instructions, insolvency, failed compliance checks or material sanctions or reputational risk.

7.3 The Client may terminate only for an irremediable material breach by the Supplier or a breach not remedied within thirty days after written notice. Termination does not affect accrued rights, continuing confidentiality, payment duties or any provision intended to survive.

8. POST-TERMINATION BENEFITS AND NON-PERFORMANCE

8.1 Charges remain payable for any Benefit received or reasonably attributable to Services performed before termination, whenever the Benefit arises. The Client shall continue to provide the evidence needed to calculate and verify those Charges.

8.2 If the Client withdraws or duplicates a Claim, prevents or ends application of a Certificate, revokes authority, appoints another adviser for the same Benefit or otherwise frustrates the engagement, the Supplier may invoice the Charges that would reasonably have become payable for the remainder of the Benefit Period.

8.3 Where the Client's material non-performance prevents completion before a Benefit can be established, the Supplier may instead invoice the greater of £3,500 excluding VAT and 60% of the reasonably anticipated Charges.

9. GENERAL

9.1 The Supplier may use suitably qualified Group members and subcontractors but remains responsible for their work. It may transfer the Contract to a Group member or business successor. The Client may not transfer it without written consent, not to be unreasonably withheld.

9.2 Each party shall comply with applicable anti-bribery, fraud, tax-evasion, sanctions, anti-money-laundering and data-protection laws. The Supplier may conduct compliance checks and suspend or terminate where reasonably required by law or risk controls.

9.3 Neither party is liable for events beyond its reasonable control, except for money already due. Written notices may be sent to the latest postal or email address provided. The Contract is the entire agreement; invalid provisions are adjusted or removed without affecting the rest; delay is not a waiver; and no partnership or third-party enforcement right is created.

10. GOVERNING LAW

10.1 The Contract and any non-contractual obligation arising from it are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.

SCHEDULE 1 – DEFINITIONS

Benefit means the gross value of any saving, exemption, reduced charge, compensation, grant, refund, rebate, credit or other financial advantage attributable to a Claim or the Services.

Benefit Period means the period stated in the Letter of Engagement or, if none is stated, the period during which a Benefit accrues, including the validity of any Certificate and any renewal or reissue.

Certificate means any certificate, decision, confirmation or notification of eligibility or entitlement issued under a Scheme.

Charges means the fees, expenses and other amounts payable under the Letter of Engagement and these T&Cs.

Claim means any application, declaration, filing, certification, evidence pack, response, renewal or submission connected with a Scheme.

Client means the person or entity identified as the client in the Letter of Engagement.

Client Materials means all information, documents, data and materials supplied by or for the Client.

Confidential Information means non-public commercial, financial, technical, operational or personal information disclosed in connection with the Contract.

Contract means the Letter of Engagement, these T&Cs and any document expressly incorporated into them.

Data Protection Legislation means the UK GDPR, Data Protection Act 2018, Privacy and Electronic Communications Regulations 2003 and replacement or supplementary legislation.

EII means the Energy Intensive Industries exemption scheme, including any replacement or successor.

BICS means the British Industrial Competitiveness Scheme, including any replacement or successor.

Letter of Authority means written authority allowing the Supplier to act or correspond with Relevant Authorities and energy suppliers for the Client.

Letter of Engagement means the accepted engagement letter, proposal, order form or similar document identifying the Services and Charges.

Relevant Authority means HMRC, DBT, DESNZ, Ofgem, an energy supplier, network or settlement body, and any other body deciding, administering or delivering a Scheme.

Scheme means any energy relief or compensation scheme identified in the Letter of Engagement, including CCL, UK ETS/CPS, EII and BICS.

Services means the energy-relief services described in the Letter of Engagement, as varied by written agreement.

Site means a location identified in the Letter of Engagement for which Services are provided.

Supplier means TCM Capital Limited, company number 12710000.

T&Cs means these Energy Relief Terms & Conditions, version dated 20 July 2026.

Term means the period from commencement until the Contract expires or is terminated.

Working Day means a day other than Saturday, Sunday or a public holiday in England when banks in London are open.