

SCHEDULE TO DISTRIBUTION SERVICES AGREEMENT

THIRD PARTY RETAILER RELATIONSHIP

1. We refer to the distribution services agreement (Distribution Agreement) in place between GasNet Limited (Distributor) and [enter name of entity] (Retailer).

2. In the event that the Retailer has an agreement with another retailer (a "Third Party Retailer"), under which the Retailer has agreed to on-sell to the Third Party Retailer the services provided by the Distributor under a Distribution Agreement, the Retailer will ensure that the following requirements are included in a written agreement (a "Third Party Retailer Agreement") between the Retailer and the Third Party Retailer:
 - (a) an undertaking by the Third Party Retailer to comply with all provisions of the relevant Distribution Agreement insofar as it relates to the services referred to in this Schedule (as if it were the Retailer) and the Distributor consents to the Retailer disclosing a copy of the relevant Distribution Agreement to the Third Party Retailer;
 - (b) without limiting sub-paragraph (a), an undertaking by the Third Party Retailer to provide to the Retailer, or the Distributor at the Distributor's request:
 - (i) all mass-market and time-of-use data relating to the services referred to in this Schedule; and
 - (ii) any other information which the Retailer is required to provide to the Distributor under its Distribution Agreement and which the Third Party Retailer is better placed to provide because of its relationship with consumers connected to the network;
 - (c) an undertaking by the Third Party Retailer to allow the Distributor reasonable access to its books and records for the purpose of verifying any information provided pursuant to sub-paragraph (b); and
 - (d) an acknowledgement that the undertakings of the Third Party Retailer set out in this Schedule are for the benefit of the Distributor and enforceable by the Distributor in accordance with section 4 of the Contracts (Privity) Act 1982,

provided that nothing in this Schedule limits or negates the Retailer's obligation to comply with its Distribution Agreements and the liability of the Retailer under the Distribution Agreement for all actions of the Third Party Retailer.

3. Where the Retailer has a Third Party Retailer Agreement of the kind referred to in this Schedule the Retailer:
 - (a) will confirm in writing to the Distributor that such Agreement has been entered into;
 - (b) shall, subject to the terms of the Distribution Agreement, be liable for all obligations of the Third Party Retailer as if any act or omission of the Third Party Retailer was an act or omission of the Retailer and all Gas Distribution Services supplied to or at the request of the Third Party Retailer were provided to and/or at the request of the Retailer;

- (c) will, at the Distributor's request, provide the Distributor within 10 Working Days with either:
 - (i) a copy of the relevant provisions of each Third Party Retailer Agreement (excluding any pricing details) which demonstrate that that agreement complies with this Schedule; or
 - (ii) a certificate from the chief executive or a director of the Retailer confirming that a Third Party Retailer Agreement exists that complies with this Schedule and that the agreement remains in force; and
- (d) the Retailer indemnifies the Distributor against any direct loss or damage incurred by the Distributor as a result of the Retailer's failure to meet its obligations in this Schedule, provided that if the Distributor seeks to be indemnified by the Retailer under this paragraph 3(d) in relation to any third party claim that may result in such loss or damage being incurred by the Distributor, the following will apply:
 - (i) The Distributor will give notice of such third party claim (including reasonable details) to the Retailer;
 - (ii) The Distributor will keep the Retailer fully informed of the Distributor's progress in defending such third party claim and of any related proceedings; and
 - (iii) The Distributor will, at the Retailer's request, consult with, and take account of the reasonable views of, the Retailer so far as reasonably possible in the Distributor's defence of such third party claim and any related proceedings,

and without restricting or limiting in any way the obligations and liabilities of the Retailer under the Distribution Agreement.

COMMENCEMENT DATE: [enter date]

SIGNATURES:

Signature	Signature
Name of authorised person signing for Distributor	Name of authorised person signing for Retailer
Position	Position
Date	Date