ALTERNATIVE CREDIT SUPPORT AGREEMENT

Dated: 30 July 2026

PARTIES

(A) **Thames Water Utilities Limited**, a company incorporated in England and Wales with company number 2366661 whose registered office is at Clearwater Court, Vastern Road, Reading, Berks, RG1 8DB (**Thames Water**); and

(B) **Everflow Limited**, a company incorporated in England and Wales with company number 09651912 whose registered office is at Traynor Hub (T2) Traynor Way, Whitehouse Business Park, Peterlee, England, SR8 2RU (**Everflow**).

BACKGROUND

(A) Thames Water and Everflow are parties to the Wholesale Retail Contract (the "WRC") under which Everflow is required to provide collateral to Thames Water in accordance with Section 9.10.3 of the Business Terms of the WRC.

(B) Everflow wishes to satisfy its collateral obligations under the WRC by means of a credit insurance-based arrangement, and Thames Water has agreed to accept such an arrangement on the terms set out in this Agreement.

(C) This Agreement sets out the terms on which Thames Water will accept an Insurance Policy as Alternative Credit Support, discharging Everflow's collateral obligations under the WRC up to the value of the Insurance Policy.

(D) This Agreement is intended to be collateral and coterminous with the WRC.

AGREED TERMS

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following terms shall have the meanings set out below:

"Additional Cash Sum" means the additional sum of collateral payable by Everflow to Thames Water pursuant to clause 6.10, calculated to reflect the time value of the claim wait period under the Insurance Policy;

"Agreement" means this Alternative Credit Support Agreement, including any schedules or appendices;

"Alternative Credit Support" has the meaning given to it in the Business Terms of the WRC;

"Bank of England Base Rate" means the base rate of interest published from time to time by the Bank of England;

"Business Terms" means the business terms forming part of the WRC;

"Credit Support" has the meaning given to it in the Business Terms of the WRC;

"Initial Term" means the period of 12 months commencing on the date on which the Conditions Precedent set out in clause 3 are satisfied;

"Insurance Policy" means the insurance policy procured and paid for by Everflow in accordance with this Agreement, meeting the criteria agreed between the parties and held with an Insurer approved by Thames Water;

"Insurer" means the reputable insurance company with whom the Insurance Policy is held, as approved by Thames Water;

"Retail Licence" means the water supply licence or sewerage licence held by Everflow authorising it to act as a retailer in relation to the WRC;

"Special Administration Regime" or "SAR" means the special administration regime applicable to water companies under the Water Industry Act 1991 (as amended);

"Term" means the Initial Term together with any extension periods agreed pursuant to clause 2.2;

"Trading Dispute" means a dispute raised in accordance with the trading dispute procedures set out in the WRC;

"WRC" means the Wholesale Retail Contract entered into between Thames Water and Everflow.

1.2 In this Agreement, unless the context otherwise requires:

(a) references to clauses are to clauses of this Agreement;

(b) references to a "party" or the "parties" are to a party or the parties to this Agreement;

(c) headings are for convenience only and shall not affect the interpretation of this Agreement;

(d) words in the singular include the plural and vice versa;

(e) a reference to a statute or statutory provision includes any subordinate legislation made under it and any amendment, re-enactment, or replacement of it from time to time;

(f) a reference to "writing" or "written" includes email; and

(g) any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Term and Renewal

2.1 This Agreement is a term agreement that is collateral and coterminous with the WRC. It shall take effect on the date on which the Conditions Precedent in clause 3 are satisfied and shall continue for the Initial Term, subject to earlier termination in accordance with clause 4.

2.2 The Term may be extended beyond the Initial Term by successive periods of 12 months each, provided that either party gives to the other not less than one (1) month's prior written notice of its wish to extend the Agreement before the expiry of the then-current term.

2.3 This Agreement shall terminate automatically and without further action on the date that the WRC terminates or expires for any reason.

3. Conditions Precedent

3.1 This Agreement shall not take effect, and the obligations of the parties under this Agreement shall not become binding, until the following conditions have been satisfied to Thames Water's reasonable satisfaction:

(a) Everflow has procured an Insurance Policy that meets the criteria agreed between the parties, in a form approved by Thames Water;

(b) the Insurance Policy is held with a reputable Insurer approved by Thames Water; and

(c) Everflow has demonstrated to Thames Water's reasonable satisfaction that it has paid the initial premium and any necessary fees in respect of the Insurance Policy.

3.2 Everflow shall use its reasonable endeavours to satisfy the Conditions Precedent as soon as reasonably practicable following the date of this Agreement.

4. Termination

4.1 Either party may terminate this Agreement by giving to the other party not less than three (3) months' prior written notice, such notice to expire at any time.

4.2 Thames Water may terminate this Agreement immediately by written notice to Everflow if any of the following events occurs:

(a) Everflow fails to maintain or provide evidence of the Insurance Policy in accordance with this Agreement;

(b) the Insurance Policy is terminated by the Insurer for any reason;

(c) Everflow makes any change to the Insurance Policy that affects Thames Water's position or rights (including any change to the identity of the Insurer or the insured amount) without the prior written approval of Thames Water;

(d) the WRC is terminated for any reason;

(e) Everflow loses or ceases to hold its Retail Licence; or

(f) Everflow commits a material breach of this Agreement and, where such breach is capable of remedy, fails to remedy the breach within 30 days of receiving written notice from Thames Water specifying the breach and requiring it to be remedied.

4.3 On termination of this Agreement for any reason (howsoever arising), Everflow shall promptly and as soon as reasonably practicable provide alternative Credit Support or Alternative Credit Support in accordance with the requirements of the WRC, to Thames Water's reasonable satisfaction.

4.4 Termination of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

5. Thames Water's Obligations

5.1 In consideration of Everflow entering into this Agreement and performing its obligations hereunder, Thames Water shall accept the Insurance Policy as discharging Everflow's collateral obligations under Section 9.10.3 of the Business Terms of the WRC, up to the amount of the Insurance Policy.

5.2 For the duration of this Agreement, the Insurance Policy shall be treated as Alternative Credit Support under the WRC.

5.3 If Thames Water enters into a Special Administration Regime or any form of insolvency or special administration, Thames Water shall exercise its right to add a joint insured to the Insurance Policy for the purpose of administering the Insurance Policy and enabling the automatic transfer of rights under the Insurance Policy to that joint insured.

6. Everflow's Obligations

Maintenance of the Insurance Policy

6.1 Everflow shall use its reasonable endeavours to maintain the Insurance Policy in force throughout the Term, including paying all premiums, fees, and taxes due in connection with the Insurance Policy promptly and in full.

6.2 Everflow shall notify Thames Water when premiums have been paid and shall pay all premiums on time and in full.

6.3 Where practicable Everflow shall keep Thames Water informed of the status of the Insurance Policy and shall notify Thames Water immediately of any change to, or issue affecting, the Insurance Policy.

Payment of Insurance Proceeds

6.4 Everflow shall pass on promptly and in full any monies received from the Insurer under the Insurance Policy to Thames Water.

Payment of WRC Invoices

6.5 Everflow shall pay any invoice issued under the WRC within 45 days of the end of the relevant supply month in order to keep the Insurance Policy valid. Where Everflow disputes any such invoice, Everflow shall nonetheless pay the disputed amount within 45 days pending resolution of the dispute, and the parties shall adjust any overpayment or underpayment following resolution of the dispute.

Collateral Shortfall

6.6 Everflow acknowledges that the Insurance Policy will meet Everflow's collateral obligations under the WRC only up to the value of the Insurance Policy. Where the Insurance Policy is insufficient to meet Everflow's collateral obligations in full, Everflow shall provide any shortfall by way of cash or other Credit Support in accordance with the requirements of the WRC.

Replacement of Insurance Policy

6.7 On expiry or termination of the Insurance Policy, Everflow shall either:

(a) put in place a replacement insurance policy that is materially identical in terms and coverage to the Insurance Policy, such replacement policy to commence no later than the day immediately following the date of expiry or termination of the Insurance Policy; or

(b) arrange alternative Credit Support or Alternative Credit Support under the WRC to Thames Water's reasonable satisfaction.

And Thames Water shall provide reasonable practical support to Everflow to enable them to do so (subject to Thames Water's right to refuse any replacement insurance policy that is not on equivalent terms to the Insurance Policy).

Additional Cash Sum

6.8 Everflow acknowledges that Thames Water's ability to draw down collateral under the Insurance Policy is delayed by up to 85 calendar days compared to other forms of collateral available under the WRC, due to the 90-day claim wait period under the Insurance Policy.

6.9 To reflect the time value of this delay, Everflow shall pay to Thames Water an Additional Cash Sum, calculated as follows:

Additional Cash Sum = Value of the Insurance Policy x (annual Bank of England Base Rate) x (85 / 365)

6.10 If the actual claim wait period under the Insurance Policy is less than 90 days, Thames Water shall not draw down any excess collateral that is not due as a result of the reduced wait period.

6.11 The Additional Cash Sum shall be recalculated:

(a) on each anniversary of this Agreement; and

(b) on any change to the value of the Insurance Policy,

in each case by reference to the then-current annual Bank of England Base Rate pro-rated across 85 calendar days.

6.12 Thames Water shall pay to Everflow interest on the Additional Cash Sum for each day that it is held by Thames Water, calculated on a daily basis at the annual Bank of England Base Rate (and not pro-rated to 85 calendar days), accruing from the date on which the Additional Cash Sum (or any part of it) is paid to Thames Water until the date it is returned to Everflow or otherwise applied in accordance with this Agreement. Such interest shall be paid to Everflow on each anniversary of this Agreement and, if earlier, on the return of the Additional Cash Sum (or any part of it) pursuant to clause 6.13.

6.13 Where the value of the Insurance Policy or Everflow's collateral obligations under the WRC reduce, or the Insurance Policy is terminated, and as a result the Additional Cash Sum held by Thames Water exceeds the amount properly due, Thames Water shall return any such excess to Everflow within 30 days.

Trading Disputes

6.14 Everflow acknowledges that any dispute over wholesale charges under the WRC could lead to material withholding of payment. Everflow therefore agrees that any dispute must be raised as a Trading Dispute under the WRC or not raised at all.

6.15 Where a Trading Dispute is resolved or withdrawn, the parties shall record this by way of:

(a) a written settlement agreement signed by both parties;

(b) a written admission of liability by the relevant party; or

(c) withdrawal of the dispute (whether jointly or by the party that raised it).

7. Limitation of Liability

7.1 Subject to clause 7.3, Thames Water's total aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed £10,000 (ten thousand pounds).

7.2 Subject to clause 7.3, Everflow's total aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed £50,000 (fifty thousand pounds), save that Everflow's liability in respect of monies received under the Insurance Policy shall be limited to the amount of monies actually received by Everflow from the Insurer.

7.3 Nothing in this Agreement shall exclude or limit liability to the extent that such exclusion or limitation is prohibited by applicable law.

7.4 Neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any indirect or consequential loss, or for any loss of profits, loss of revenue, loss of business, or loss of goodwill, whether or not such loss was foreseeable or in the contemplation of the parties at the date of this Agreement, save that nothing in this clause shall limit or exclude either party's liability to the extent such limitation or exclusion is prohibited by applicable law.

8. Warranties

8.1 Everflow warrants and undertakes to Thames Water that:

(a) it has full power and authority to enter into and perform its obligations under this Agreement;

(b) it will comply with all laws and regulations applicable to the Insurance Policy;

(c) it shall maintain the Insurance Policy in full force and effect throughout the Term; and

(d) it shall notify Thames Water of any proposed or actual changes to the Insurance Policy and shall consult with Thames Water before agreeing to any such changes.

8.2 Thames Water warrants and undertakes to Everflow that:

(a) it has full power and authority to enter into and perform its obligations under this Agreement;

(b) it will comply with all laws and regulations applicable to the Insurance Policy;

(c) it shall not do, or omit to do, anything which would render the Insurance Policy void, voidable, or otherwise unenforceable, insofar as this is within its control;

(c) it shall comply with any reasonable requirements of the Insurer, and any terms of the Insurance Policy applicable to it in its capacity as beneficiary or loss payee, including in connection with the notification and administration of any claim; and

(d) it shall notify Everflow promptly if it becomes aware of anything that may affect the validity or enforceability of the Insurance Policy.

9. Confidentiality

9.1 Each party shall keep confidential all information of a confidential nature (whether written, oral, or in any other form) that it receives from the other party in connection with this Agreement ("Confidential Information") and shall not disclose such Confidential Information to any third party without the prior written consent of the disclosing party.

9.2 Clause 9.1 shall not apply to the extent that:

(a) disclosure is required by law, any court of competent jurisdiction, any governmental or regulatory authority, or any recognised stock exchange;

(b) the information is already in the public domain other than through breach of this Agreement;

(c) the information was already known to the receiving party prior to disclosure, as evidenced by written records;

(d) the information was independently developed by the receiving party without reference to the Confidential Information of the disclosing party; or

(e) disclosure is made to the receiving party's professional advisers on a confidential basis for the purposes of this Agreement.

9.3 The obligations under this clause 9 shall survive termination of this Agreement for a period of two (2) years.

10. Management and Governance

10.1 The parties shall meet (whether in person or remotely) once every three (3) months during the Term to review the operation of this Agreement and the Insurance Policy and to agree any changes or improvements to the arrangements contemplated by this Agreement.

10.2 Each party shall nominate a representative to attend such meetings and to act as the primary point of contact in relation to the day-to-day management of this Agreement.

11. Audit

11.1 Thames Water shall have the right, on reasonable notice, to inspect and take copies of all material documentation relating to the Insurance Policy and the payment of premiums and fees, for the purpose of verifying Everflow's compliance with its obligations under this Agreement.

11.2 Everflow shall provide reasonable cooperation and assistance to Thames Water in connection with any inspection under clause 11.1.

12. Entire Agreement

12.1 This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements, understandings, and arrangements between the parties, whether written or oral, relating to such subject matter.

12.2 Each party acknowledges that it has not relied on any statement, representation, assurance, or warranty of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.

13. Variation

13.1 No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

14. Assignment

14.1 Neither party may assign, transfer, charge, sub-contract, or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of the other party.

15. Waiver

15.1 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

15.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16. Severability

16.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid, or unenforceable, the legality, validity, and enforceability of any other provision of this Agreement shall not be affected.

16.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid, or unenforceable but would be legal, valid, and enforceable if some part of it were deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid, and enforceable.

17. No Partnership or Agency

17.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

18. Third Party Rights

18.1 Except as expressly provided in this Agreement, no person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

19. Force Majeure

19.1 Neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event, provided that the affected party:

(a) promptly notifies the other party in writing of the nature and extent of the Force Majeure Event; and

(b) uses reasonable endeavours to mitigate the effect of the Force Majeure Event on its performance of its obligations.

19.2 For the purposes of this clause 19, "Force Majeure Event" means any event beyond the reasonable control of the affected party, including acts of God, war, terrorism, epidemic, fire, flood, earthquake, storm, or action of any governmental authority.

20. Notices

20.1 Any notice given under or in connection with this Agreement shall be in writing and shall be delivered by hand, sent by pre-paid first class post, or sent by email to the relevant party at the address or email address set out below (or as otherwise notified in writing by that party from time to time):

Thames Water Utilities Limited

Address: Clearwater Court, Vastern Road, Reading, Berks, RG1 8DB

Email:

For the attention of:

Everflow

Address: Traynor Hub (T2) Traynor Way, Whitehouse Business Park, Peterlee, England, SR8 2RU

Email:

For the attention of:

20.2 A notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the relevant address;

(b) if sent by pre-paid first class post, at 9:00 am on the second Business Day after posting; and

(c) if sent by email, at the time of transmission, provided that no delivery failure notification is received by the sender.

20.3 This clause 20 does not apply to the service of any proceedings or other documents in any legal action.

21. Counterparts

21.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

22. Governing Law

22.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

23. Jurisdiction

23.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

EXECUTION

This Agreement has been entered into and executed by the parties on the date first written above.

Signed for and on behalf of Thames Water Utilities Limited

Company Number: 2366661

Registered Office: Clearwater Court, Vastern Road, Reading, Berks, RG1 8DB

Signature: ______________________

Name: ______________________

Title/Position: ______________________

Date: ______________________

Signed for and on behalf of Everflow Limited

Company Number: 09651912

Registered Office: Traynor Hub (T2) Traynor Way, Whitehouse Business Park, Peterlee, England, SR8 2RU

Signature:

Name:

Title/

Date: 30 July 2026