

Dated 24 August 2023

SSE PLC
SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC
SCOTTISH HYDRO ELECTRIC TRANSMISSION PLC
SOUTHERN ELECTRIC POWER DISTRIBUTION PLC

as Issuers

and

NATWEST MARKETS PLC

as Arranger

and

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

BANCO SANTANDER, S.A.

BARCLAYS BANK PLC

BNP PARIBAS

LLOYDS BANK CORPORATE MARKETS PLC

MERRILL LYNCH INTERNATIONAL

MORGAN STANLEY & CO. INTERNATIONAL PLC

MUFG SECURITIES EMEA PLC

NATWEST MARKETS PLC

RBC EUROPE LIMITED

as Dealers

AMENDED AND RESTATED DEALER AGREEMENT

relating to the

SSE plc

Scottish Hydro Electric Power Distribution plc

Scottish Hydro Electric Transmission plc

Southern Electric Power Distribution plc

€10,000,000,000 Euro Medium Term Note Programme

arranged by

NatWest Markets Plc

Linklaters

Ref: L-338509

Linklaters LLP

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This Agreement is made on 24 August 2023 **between:**

- (1) **SSE PLC (“SSE”), SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC (“SHEPD”), SCOTTISH HYDRO ELECTRIC TRANSMISSION PLC (“SSEN Transmission”) and SOUTHERN ELECTRIC POWER DISTRIBUTION PLC (“SEPD”) (each an “Issuer” and together, the “Issuers”)**
- (2) **NATWEST MARKETS PLC (the “Arranger”) and**
- (3) **BANCO BILBAO VIZCAYA ARGENTARIA, S.A., BANCO SANTANDER, S.A., BARCLAYS BANK PLC, BNP PARIBAS, LLOYDS BANK CORPORATE MARKETS PLC, MERRILL LYNCH INTERNATIONAL, MORGAN STANLEY & CO. INTERNATIONAL PLC, MUFG SECURITIES EMEA PLC and RBC EUROPE LIMITED (each a “Dealer” and together, the “Dealers”).**

Whereas

- (A) Each Issuer proposes to issue from time to time euro medium term notes (the “**Notes**”, which expression shall, if the context so admits, include the Global Notes (in temporary or permanent form) to be delivered in respect of Notes and any related Coupons and Talons) in an aggregate nominal amount outstanding at any one time not exceeding the Programme Limit determined in accordance with this Agreement (the “**Programme**”). The Notes will be issued pursuant to the terms of the Agency Agreement (as defined below).
- (B) The Issuers, the Arranger and the Dealers named therein entered into an amended and restated dealer agreement dated 17 March 2022 (the “**Original Dealer Agreement**”) in connection with the Programme.
- (C) The Issuers, the Arranger and the Dealers have agreed to amend and restate the Original Dealer Agreement as provided in this Amended and Restated Dealer Agreement (hereinafter referred to as “**this Agreement**”).

It is agreed as follows:

1 Definitions and Interpretation

1.1 Definitions: In this Agreement:

“**affiliate**” has the meaning given to that term by Rule 405 under the Securities Act;

“**Agency Agreement**” means the Amended and Restated Agency Agreement dated 31 July 2014 as amended, restated or supplemented from time to time between the Issuers, BNY Mellon Corporate Trustee Services Limited as Trustee, The Bank of New York Mellon, London Branch as initial Issuing and Paying Agent and the other agents named in it relating to the Programme;

“**Arranger**” means NatWest Markets Plc and references to the Arranger include any additional or replacement arranger appointed, and exclude any Arranger whose appointment has been terminated, pursuant to Clause 13;

“**Bearer Note**” means a Note in bearer form;

“**Certificate**” means a registered certificate representing one or more Registered Notes of the same Series and, save as provided in the Conditions, comprising the entire holding by a Noteholder of Registered Notes of that Series;

“CGN” means a temporary Global Note in the form set out in Part A of Schedule 1 of the Trust Deed or a permanent Global Note in the form set out in Part B of Schedule 1 of the Trust Deed;

“Clearstream, Luxembourg” means Clearstream Banking S.A.;

“Common Depositary” means, in relation to a Series, a depositary common to Euroclear and Clearstream, Luxembourg;

“Common Safekeeper” means, in relation to a Series where the relevant Global Note is a NGN, the common safekeeper appointed by Euroclear and/or Clearstream, Luxembourg in respect of such Notes;

“Common Service Provider” means, in relation to a Series where the relevant Global Note is a NGN, the common service provider appointed by Euroclear and/or Clearstream, Luxembourg in respect of such Notes;

“Competent Authority” means the Financial Conduct Authority acting under Part VI of the FSMA;

“Conditions” means in respect of the Notes of each Series the terms and conditions applicable thereto which shall be substantially in the form set out in Schedule 2 to the Trust Deed as modified, with respect to any Notes represented by a Global Certificate or a Global Note, by the provisions of such Global Certificate or Global Note, shall incorporate any additional provisions forming part of such terms and conditions set out in Part A of the applicable Final Terms(s) relating to the Notes of that Series and shall be endorsed on the Definitive Notes subject to amendment and completion as referred to in the first paragraph of Part C of Schedule 2 to the Trust Deed;

“Contracts” means this Agreement, the Agency Agreement, the Issuer/ICSD Agreement, any calculation agency agreement entered into pursuant to Clause 2.5, the Trust Deed and, in relation to any Syndicated Issue, the related Subscription Agreement;

“Coupon” means an interest coupon relating to an interest bearing Bearer Definitive Note;

“Dealer” means each of the parties listed above as Dealers and includes each other person who has been, or, for the purposes of Clause 2, who is subsequently, appointed as a Dealer pursuant to Clause 13 (but excludes each person who has ceased to be a Dealer pursuant to Clause 13 or whose appointment has lapsed pursuant to its terms);

“Definitive Note” means a Bearer Note in definitive form having, where appropriate, Coupons and/or a Talon attached thereto on issue and, unless the context requires otherwise, means a Certificate (other than a Global Certificate);

“directive” includes any present or future directive, regulation, request, requirement, rule or credit restraint programme of any relevant agency, authority, central bank, department, government, legislature, minister, ministry, official, public or statutory corporation, self-regulating organisation or stock exchange;

“EEA Regulated Market” means a market which complies with the requirements set out in Article 4.1 (21) of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments;

“Effectuation Authorisation” means each of the effectuation authorisation letters given by each of SHEPD and SEPD to the Common Safekeeper, in each case dated 13 June 2008, the effectuation authorisation letter given by SSE to the Common Safekeeper dated 14 June 2013

and the effectuation authorisation letter given by SSEN Transmission to the Common Safekeeper dated 2 August 2013;

“**Euroclear**” means Euroclear Bank SA/NV;

“**EUWA**” means the European Union (Withdrawal) Act 2018, as amended;

“**Exchange Act**” means the United States Securities Exchange Act of 1934;

“**Final Terms**” means, in relation to any Tranche, final terms issued specifying the relevant issue details of such Tranche, substantially in the form of Schedule C;

“**Financial Conduct Authority**” means the Financial Conduct Authority acting under Part VI of the FSMA;

“**FSMA**” means the Financial Services and Markets Act 2000;

“**Global Certificate**” means a Certificate representing Registered Notes of one or more Tranches of the same Series that are registered in the name of a nominee for Euroclear, Clearstream, Luxembourg and/or any other clearing system;

“**Global Note**” means a global note representing Bearer Notes of one or more Tranches of the same Series, being a temporary Global Note and/or, as the context may require, a permanent Global Note, in each case without Coupons or a Talon;

“**Group**” means, in relation to an Issuer, such Issuer and its Subsidiary Undertakings and “**member of the Group**” shall be construed accordingly;

“**Issue Date**” means, in relation to any Tranche, the date on which the Notes of that Tranche have been issued or, if not yet issued, the date agreed for their issue between the relevant Issuer and the Relevant Dealer(s);

“**Issuer/ICSD Agreement**” means each of the agreements between each of SHEPD and SEPD and each of Euroclear and Clearstream, Luxembourg, in each case dated 13 June 2008, the agreement between SSE and each of Euroclear and Clearstream dated 14 June 2013 and the agreement between SSEN Transmission and each of Euroclear and Clearstream, Luxembourg dated 2 August 2013;

“**Issuing and Paying Agent**” means The Bank of New York Mellon, London Branch, or any successor appointed as Issuing and Paying Agent under the Programme pursuant to the Agency Agreement;

“**Lead Manager**” means, in relation to a Syndicated Issue, the Relevant Dealer specified as such in the relevant Subscription Agreement;

“**London Stock Exchange**” means the London Stock Exchange plc or any body to which its functions have been transferred;

“**NGN**” means a temporary Global Note in the form set out in Part C of Schedule 1 of the Trust Deed or a permanent Global Note in the form set out in Part D of Schedule 1 of the Trust Deed which is intended to be eligible collateral for Eurosystem monetary policy and intra-day credit operations as stated in the applicable Final Terms;

“**Official List**” means the official list of the Financial Conduct Authority acting under Part VI of the FSMA;

“**Permanent Dealers**” means all Dealers other than those appointed as such solely in respect of one or more specified Tranches;

“permanent Global Note” means a Global Note representing Bearer Notes of one or more Tranches of the same Series, either on issue or upon exchange of a temporary Global Note, or part of it;

“Procedures Memorandum” means administrative procedures and guidelines relating to the settlement of issues of Notes as shall be agreed upon from time to time by the Issuer, the Trustee, the Permanent Dealers and the Issuing and Paying Agent and which, at the date of this Agreement, are set out in Schedule A;

“Programme Limit” means the amount stated as such from time to time in the Prospectus or its equivalent in other currencies, subject to Clause 15;

“Prospectus” means the prospectus dated 24 August 2023 relating to the Notes, which comprises a base prospectus for the purposes of Article 8(1) of the UK Prospectus Regulation (which term shall include those documents incorporated by reference into it in accordance with its terms and save as provided therein) as from time to time amended, supplemented or replaced and, in relation to each Tranche, the applicable Final Terms except that for the purpose of Clause 7.6 in respect of the Trade Date, the Signing Date (in the case of a Syndicated Issue) and the Issue Date, **“Prospectus”** means the Prospectus as at the Trade Date but not including any subsequent revision, supplement or amendment thereto save for any addition to the information included therein by virtue of the applicable Final Terms only by reference to the issue details of the relevant Tranche;

“Purchase Information” means, in relation to any Tranche that is not a Syndicated Issue, the terms of such Notes and of their issue agreed between the relevant Issuer and the Relevant Dealer pursuant to the Procedures Memorandum;

“Redemption Amount” means the Final Redemption Amount, Early Redemption Amount, Make-Whole Amount, Optional Redemption Amount, Restructuring Event Redemption Amount, Change of Control Redemption Amount or SSE Restructuring Event Redemption Amount, as the case may be, all as defined in the Conditions;

“Registered Note” means a Note in registered form;

“Regulated Market” means a market in the UK which complies with the requirements set out in Article 2(1)(13A) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA;

“Relevant Dealer(s)” means, in relation to any Tranche, the Dealer or Dealers with or through whom an agreement to issue Notes has been concluded, or is being negotiated, by the relevant Issuer;

“Securities Act” means the United States Securities Act of 1933, as amended;

“Series” means a series of Notes comprising one or more Tranches, whether or not issued on the same date, that (except in respect of the first payment of interest and their issue price) have identical terms on issue and are expressed to have the same series number;

“Signing Date” means, in the case of a Syndicated Issue, the execution date of the relevant Subscription Agreement;

“Stock Exchange” means the London Stock Exchange, subject as provided in Clause 6.2;

“Subscription Agreement” means an agreement between two or more Relevant Dealers and the relevant Issuer made pursuant to Clause 2.2;

“Subsidiary Undertaking” shall have the meaning given to it by Section 1162 of the Companies Act 2006 (but, in relation to the relevant Issuer, shall exclude any undertaking (as defined in Section 1161 of the Companies Act 2006) whose accounts are not included in the then latest published audited consolidated accounts of such Issuer, or (in the case of an undertaking which has first become a subsidiary undertaking of a member of the Group since the date as at which any such audited accounts were prepared) would not have been so included or consolidated if it had become so on or before that date);

“Syndicated Issue” means an issue of Notes pursuant to Clause 2.2;

“Talon” means a talon for further Coupons;

“temporary Global Note” means a Global Note representing Bearer Notes of one or more Tranches of the same Series on issue;

“Trade Date” means each date on which the relevant Issuer concludes an agreement with one or more Relevant Dealers for the issue and sale of Notes pursuant to Clause 2 which, in the case of a Syndicated Issue, shall be the date on which the Lead Manager agrees the pricing details for the relevant Notes with such Issuer;

“Trade Time” means the time on the Trade Date at which the agreement for the issue and sale of Notes is entered into;

“Tranche” means, in relation to a Series, those Notes which are identical in all respects;

“Trust Deed” means the Amended and Restated Trust Deed dated 24 August 2023 as amended, restated or supplemented from time to time between the Issuers and BNY Mellon Corporate Trustee Services Limited as trustee relating to the Programme;

“Trustee” means BNY Mellon Corporate Trustee Services Limited or any replacement appointed as trustee under the Trust Deed in relation to one or more Series of Notes;

“UK Prospectus Regulation” means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA; and;

“Warranty Date” means each Trade Date, each Signing Date, each Issue Date, each date on which the Prospectus or any of the Contracts is amended, supplemented or replaced and each date on which the Programme Limit is increased.

1.2 Headings: Headings shall be ignored in construing this Agreement.

1.3 Contracts: References in this Agreement to this **“Agreement”** or any other document are to this Agreement or that document as amended, supplemented or replaced from time to time in relation to the Programme and include any document that amends, supplements or replaces it.

1.4 Alternative Clearing System: All references in this Agreement to Euroclear and/or Clearstream, Luxembourg shall, wherever the context so permits, be deemed to include reference to any permitted additional or alternative clearing system approved by the relevant Issuer, the Trustee, the Relevant Dealer(s) and the Issuing and Paying Agent. In the case of NGNs, such alternative clearing system must be authorised to hold such Notes as eligible collateral for Eurosystem monetary policy and intra-day credit operations.

1.5 Contracts (Rights of Third Parties) Act 1999: A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement except and to the extent (if any) that this Agreement expressly provides for such Act to apply to any of its terms. The consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.

- 1.6 Stock Exchange:** References in this Agreement to Notes being or to be “**listed on the London Stock Exchange**” shall be to Notes that are or are to be admitted to the Official List and admitted to trading on the London Stock Exchange’s Regulated Market, and the terms “**to list**” and “**listing**” on the London Stock Exchange shall be interpreted accordingly.
- 1.7 Directives:** All references in this Agreement to a Directive include any relevant implementing measure of each Member State of the European Economic Area which has implemented such Directive.
- 1.8 Amendment and Restatement:** With effect on and from the date of this Agreement, the Original Dealer Agreement shall be amended and restated as set out in this Agreement so that the rights and obligations of the parties under any arrangements relating to the Programme and the issue of any Notes shall, on and from such date, be governed by and construed in accordance with the provisions of this Agreement.

2 Offers and Sales of Notes

- 2.1 Agreement to Issue:** Any Dealer may agree from time to time with the relevant Issuer to subscribe and pay for Notes, whereupon, subject to Clause 2.3, the relevant Issuer shall be obliged to issue and the Relevant Dealer shall be obliged to subscribe and pay for the relevant Notes on the Issue Date on the terms of this Agreement and otherwise on the terms so agreed.
- 2.2 Syndicated Issues:** Two or more Dealers may agree from time to time with the relevant Issuer to subscribe and pay for Notes jointly and severally. The terms of any such agreement shall be set out in a Subscription Agreement, which shall be substantially in the form set out in Schedule G or substantially to the same effect as such form.
- 2.3 Dealers as Agents:** If so agreed on the Trade Date, the Relevant Dealer shall act solely as agent for the relevant Issuer in entering into an agreement pursuant to which a subscriber will agree to subscribe and pay for a Tranche of Notes and the Relevant Dealer shall make all reasonable efforts (at the expense of the relevant Issuer) to assist the relevant Issuer in obtaining performance of each agreement to subscribe and pay for Notes with a subscriber that has been concluded through the Relevant Dealer, but the Relevant Dealer shall have no liability to the relevant Issuer if any such purchase is not consummated for any reason. No Relevant Dealer acting as agent shall be obliged to disclose to the relevant Issuer the name of any subscriber of Notes. If the relevant Issuer defaults on its obligations to deliver Notes to such a subscriber, the relevant Issuer, (i) shall indemnify and hold the Relevant Dealer harmless against any loss, claim or damage arising from or as a result of such default by the relevant Issuer, and (ii) in particular, shall pay to the Relevant Dealer any commission to which it would be entitled in connection with such sale.
- 2.4 Procedures for, and Settlement of, Issues:** The parties agree that all issues of CGNs shall be made in accordance with this sub-Clause and the Procedures Memorandum unless the relevant Issuer, the Relevant Dealer, the Trustee and the Issuing and Paying Agent agree otherwise. On or before each Issue Date, the relevant Issuer shall cause a CGN or, as appropriate, a Global Certificate representing the Notes to be issued, duly executed and authenticated on behalf of the relevant Issuer and to be delivered to the Common Depository for credit to the Issuing and Paying Agent’s distribution account with Euroclear or Clearstream, Luxembourg. Payment of the agreed net subscription moneys in respect of Notes shall be made by the Relevant Dealer to the account of the Issuing and Paying Agent notified to the Relevant Dealer by the relevant Issuer against credit, in the case of a CGN or Global Certificate to be delivered to the Common Depository, to such securities account at Euroclear

or Clearstream, Luxembourg as shall have been notified to the relevant Issuer by the Relevant Dealer of the Notes to be subscribed by such Dealer. For all issues of NGNs, the relevant Issuer shall comply with all necessary procedures and shall take all necessary action to ensure valid settlement of such NGNs.

- 2.5 Calculation Agent:** If Notes are issued that require one or more calculation agents, the relevant Issuer shall request the Issuing and Paying Agent to act as such, provided that the relevant Issuer shall, at the request of the Relevant Dealer, appoint such Dealer and/or one or more of its affiliates and/or one or more persons nominated by such Dealer and not the Issuing and Paying Agent to be the calculation agent(s) in respect of such Notes. If a Dealer or one of its affiliates is to be calculation agent, the appointment of that Dealer and/or affiliate shall be on the terms of the agreement in Schedule D (which the relevant Issuer is deemed to have entered into with each Dealer and/or affiliate). If a person nominated as calculation agent is not a Dealer or one of its affiliates, that person shall execute (if it has not already done so) an agreement in, or substantially in, the form of the agreement in Schedule D and the appointment of that person shall be on the terms of that agreement.

3 The Notes

The currencies, maturities, denominations and other terms of Notes provided for under the Programme are set out in the Prospectus. The Notes, Certificates, Coupons and Talons shall be substantially in the form set out in the Trust Deed, as amended, replaced and/or supplemented in relation to each Series by the provisions of Part A of the applicable Final Terms. Notes having terms not contemplated by the Prospectus or a form not contemplated by the Trust Deed may be issued by agreement between the relevant Issuer, the Trustee, the Relevant Dealer(s) and the Issuing and Paying Agent.

4 Commission

At the time of delivery of, and payment for, any Notes issued by the relevant Issuer pursuant to Clause 2.1, the relevant Issuer agrees to pay the Relevant Dealer such commission as is agreed between the relevant Issuer and the Relevant Dealer. Such commission may be deducted by the Relevant Dealer from the subscription moneys payable to the relevant Issuer in respect of the relevant Notes, or as otherwise agreed.

5 Offering of Notes

- 5.1 Selling Restrictions:** Each Dealer agrees that it shall comply with the restrictions set out in Schedule B. The restrictions in Schedule B may be amended in accordance with the terms of Schedule B.
- 5.2 Distribution of Prospectus:** Subject to Clause 5.1, each Issuer irrevocably authorises each of the Dealers on its behalf, and each Dealer acknowledges to, and agrees with, each Issuer that it has only been authorised on behalf of each Issuer, to distribute copies of, and to make statements consistent with the contents of, the Prospectus, each Final Terms in respect of which it is a Relevant Dealer, all documents and information in the public domain and all other documents and information supplied to such Dealers by the Issuers for use in connection with the Programme.
- 5.3 Stabilisation and Over-Allotment:** In connection with each Tranche, the Relevant Dealer(s) (if any) appointed as stabilisation manager(s) (the "**Stabilisation Manager(s)**") may, to the extent permitted by applicable laws and directives, over-allot and effect transactions with a view to supporting the market price of Notes of the Series of which such Tranche forms part at

a level higher than that which might otherwise prevail, but in doing so the Stabilisation Manager(s) shall not act as agent of the relevant Issuer and any loss resulting from over-allotment and stabilisation shall be borne, and any profit arising from them shall be beneficially retained, by the Stabilisation Manager(s) or, as the case may be, the Relevant Dealers in the manner agreed between them. Stabilisation, if begun, may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Bonds and 60 days after the date of the allotment of the relevant Tranche of Bonds.

6 Listing

Each Issuer confirms that it has made or caused to be made an application for Notes in an aggregate nominal amount of up to the Programme Limit to be listed on the London Stock Exchange provided that such Notes are issued within the period of 12 months from the date of publication of the Prospectus. In connection with such application each Issuer agrees:

- 6.1** to supply from time to time such documents and information (in addition to any already lodged with the Competent Authority and the Stock Exchange) as may be necessary or advisable in order to effect and maintain the listing on the Stock Exchange of all Notes that are or are to be listed on the Stock Exchange, and (subject to sub-Clause 6.2 below) to use all reasonable endeavours to maintain each such listing for so long as such Issuer remains obliged to make any payment in respect of such Notes (and cause to be made a fresh application to the Competent Authority and the London Stock Exchange, as described above, every year), and each Issuer shall prepare a revised or supplemental Prospectus setting out the changes in the operations and financial condition of such Issuer at least every year succeeding the date of the first Prospectus and each subsequent Prospectus; and
- 6.2** that if at any time such Issuer, after exercise of all reasonable endeavours, is unable to comply with the requirements for maintaining such listing on the Stock Exchange or if maintenance of such listing is agreed by all Permanent Dealers to have become unduly onerous, the relevant Issuer shall use all reasonable endeavours to obtain and maintain a listing of such Notes on such other major stock exchange or exchanges as it may select. Such stock exchange shall be a Regulated Market or an EEA Regulated Market unless the relevant Issuer (acting reasonably) determines that maintenance of a listing on a Regulated Market or an EEA Regulated Market would be unduly onerous, in which case such Issuer will use its best endeavours promptly to obtain and thereafter to maintain a listing of the Notes on such other stock exchange as such Issuer (acting reasonably) may select. Provided however that such stock exchange is commonly used for the listing and trading of debt securities in the international bond markets and the relevant Issuer will notify each Relevant Dealer of such change promptly thereafter.

7 Representations and Warranties

Each of SSE (as to itself and its Subsidiary Undertakings), SHEPD (as to itself), SSEN Transmission (as to itself) and SEPD (as to itself) does, and on each Warranty Date shall be deemed to, represent and warrant to and agree with (i) each Relevant Dealer (and in respect of Clause 7.6 only, each Dealer (other than the Relevant Dealer) and the Arranger) in the case of a Warranty Date relating only to an issue of Notes, and (ii) each Dealer and the Arranger in the case of any other Warranty Date that:

- 7.1 Due Incorporation:** the relevant Issuer is duly incorporated and (in respect of SSE, SHEPD and SSEN Transmission) validly existing under the laws of Scotland and (in respect of SEPD) validly existing under the laws of England, in each case with full power and authority in all material respects to conduct its business as described in the Prospectus, and is lawfully qualified to do business in those jurisdictions in which business is conducted by it;
- 7.2 Validity of Contracts:** the Contracts have been duly authorised, executed and delivered by the relevant Issuer and constitute valid and legally binding obligations of such Issuer;
- 7.3 Validity of Notes:** the Notes have been duly authorised by the relevant Issuer and, when duly executed, authenticated, issued and delivered in accordance with this Agreement, the Trust Deed and Agency Agreement, will constitute valid and legally binding obligations of the relevant Issuer;
- 7.4 Consents:** all action or things required to be taken, fulfilled or done in the United Kingdom by or on behalf of the relevant Issuer (including, without limitation, the obtaining of any consent or licence or the making of any filing or registration) for the issue of the Notes, the carrying out of the other transactions contemplated by the Contracts or the compliance by such Issuer with the terms of the Notes and the Contracts, as the case may be, have been obtained and are in full force and effect or, in relation to any action, thing, consent or compliance required to be taken, fulfilled, done or obtained relating only to an issue of Notes, will on the Issue Date of the relevant Notes be in full force and effect;
- 7.5 Compliance:** the execution and delivery of the Contracts, the issue of the Notes, the carrying out of the other transactions contemplated by the Contracts and compliance with their terms do not and will not (i) conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, the documents constituting each Issuer or any indenture, trust deed, mortgage or other agreement or instrument to which the relevant Issuer or, where SSE is the relevant Issuer, any of its Subsidiary Undertakings is a party or by which any of them or any of their respective properties is bound in a manner which would, where SSE is the relevant Issuer and only in relation to a breach or default by any of its Subsidiary Undertakings, adversely affect the ability of SSE to perform its obligations under the Contracts and the Notes, or (ii) (subject to compliance by the Relevant Dealer with Clause 5.1) infringe any existing applicable law, rule, regulation, judgment, order or decree of any government, governmental body or court, domestic or foreign, having jurisdiction over such Issuer, any such Subsidiary Undertaking or any of their respective properties;
- 7.6 Prospectus:** (i) the Prospectus contains all information with respect to the relevant Issuer and the SSE Group and to the Notes that is material in the context of the issue and offering of the Notes (including all information required by applicable laws and the information that, according to the particular nature and circumstances of the relevant Issuer and to the type of the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the relevant Issuer, the rights attaching to the Notes and the reasons for the issuance and its impact on the relevant Issuer), (ii) the statements contained in it relating to the relevant Issuer, and to the SSE Group are in every material particular true and accurate and not misleading, (iii) the opinions and intentions expressed in it with regard to the relevant Issuer and to the SSE Group are honestly held, have been reached after considering all relevant circumstances and are based on reasonable assumptions, (iv) there are no other facts in relation to the relevant Issuer, the SSE Group or the Notes the omission of which would, in the context of the issue and offering of the Notes, make any statement in the Prospectus misleading in any material respect, (v) all reasonable enquiries have been made by the relevant Issuer to ascertain such facts and to verify the

accuracy of all such information and statements and (vi) the Prospectus has been published as required by FSMA;

- 7.7 Financial Statements:** (i) the most recently prepared financial statements of the relevant Issuer (consolidated in the case of SSE) were prepared in accordance with accounting principles required for the purposes of the UK Prospectus Regulation, consistently applied except as disclosed in the Prospectus, and give a true and fair view of the financial position of such Issuer and, where SSE is the relevant Issuer, of such Issuer's Group as at the dates, and the results of operations and changes in financial position of such Issuer and, where SSE is the relevant Issuer, of such Issuer's Group for the periods, in respect of which they have been prepared, and (ii) since the date of the last audited financial statements of the relevant Issuer (consolidated in the case of SSE), copies of which have been delivered to each Dealer and the Arranger, there has been no change (nor any development or event involving a prospective change of which the relevant Issuer is, or might reasonably be expected to be, aware) that is materially adverse to the condition (financial or other), prospects, results of operations or general affairs of the relevant Issuer or, where SSE is the relevant Issuer, of such Issuer's Group respectively;
- 7.8 Litigation:** there are no actions, suits or proceedings against or affecting the relevant Issuer or, where SSE is the relevant Issuer, any of its Subsidiary Undertakings or any of their respective properties which have been commenced and which, if determined adversely to such Issuer or, where SSE is the relevant Issuer, any such Subsidiary Undertaking, would individually or in the aggregate have a significant effect on the financial position or prospects or profitability of the relevant Issuer or such Issuer's Group, or on the ability of the relevant Issuer to perform its obligations under the Contracts or the Notes, or that are otherwise material in the context of the issue of the Notes and, as far as the relevant Issuer is aware, no such actions, suits or proceedings are threatened or contemplated;
- 7.9 Events of Default:** no event has occurred or circumstance arisen that would reasonably (whether or not with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement) constitute an event described under Condition 11;
- 7.10 Maximum Aggregate Amount:** as of the Issue Date for the sale of any Notes, after giving effect to the issuance of such Notes and of any other Notes to be issued, and to the redemption of Notes to be redeemed, on or prior to such Issue Date, the aggregate nominal amount of Notes outstanding will not exceed the Programme Limit and for such purposes:
- 7.10.1** the premium of Notes issued at a premium shall be added to their nominal amount;
- 7.10.2** the nominal amount of Notes issued at a discount as at any time shall equal their nominal amount or, if defined and provided for in the Conditions of such Notes, their Amortised Face Amount as at such time; and
- 7.10.3** the euro equivalent of the nominal amount of Notes denominated in a currency other than euro shall be determined on the basis of the spot rate for the sale of the euro against the purchase of the relevant currency in the London foreign exchange market quoted by any leading bank selected by the relevant Issuer at any time selected by the relevant Issuer during the five day period ending on the Trade Date relating to such Notes;
- 7.11 Directed Selling Efforts:** no Issuer, none of their respective affiliates and no person acting on its or their behalf (other than each Relevant Dealer) has engaged or will engage in any directed selling efforts (as defined in Regulation S under the Securities Act) with respect to the

Notes and each of them has complied and will comply with the offering restrictions requirement of such Regulation;

- 7.12 U.S. Investment Company Act of 1940:** none of the Issuers is an investment company within the meaning of the U.S. Investment Company Act of 1940, as amended;
- 7.13 No General Solicitation:** no Issuer, none of their respective affiliates and no person acting on their behalf (other than the Dealers) has solicited or will solicit any offer to buy or offer or sell the Notes by means of any form of general solicitation or general advertising (as those terms are used in Rule 502(c) of Regulation D under the Securities Act) in the United States;
- 7.14 Stabilisation:** no Issuer, none of their respective affiliates (as defined in Rule 501(b) of Regulation D under the Securities Act) and no person acting on its or their behalf has taken or will take, directly or indirectly, any action designed to cause or to result in, or that has constituted or which might reasonably be expected to cause or result in, the stabilisation in violation of applicable laws or manipulation of the price of any security to facilitate the sale or resale of Notes;
- 7.15 Anti-Bribery:** no Issuer nor any of its Subsidiary Undertakings nor, to the best of the knowledge of the relevant Issuer, any of their respective directors, officers, agents, employees, affiliates of or persons acting on behalf of such Issuer has engaged in any activity or conduct which would violate any applicable anti-bribery or anti-corruption law or regulation (including, without limitation, the United Kingdom Bribery Act 2010) and each Issuer has instituted and maintains policies and procedures designed to prevent violation of such laws, regulations and rules by the relevant Issuer's Group and by persons associated with such Group;
- 7.16 Sanctions:** no Issuer nor any of its Subsidiary Undertakings, nor, to the best of the knowledge of the relevant Issuer, any of their respective directors, officers, employees or affiliates, (i) is a person with whom transactions are currently prohibited under any U.S. sanctions (including, without limitation, those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC")) or equivalent European Union, United Nations, United Kingdom measures or any equivalent measures administered by any other relevant and similar sanctions authority (collectively, "Sanctions"), (ii) is located, organised or resident in a country or territory that is the subject of Sanctions, (iii) has business or financial dealings with any person on OFAC's Specially Designated Nations and Blocked Person's list or equivalent list relating to Sanctions and (iv) no Issuer will directly or indirectly use the proceeds from any offering of Notes, or lend, contribute or otherwise make available all or part of such proceeds to any of its Subsidiary Undertakings, joint venture partner or other person or entity, for the purpose of financing the activities of or business with any person that, at the time of such financing, is the subject of any Sanctions or operating in any country or territory that is the subject of Sanctions where such operations are in violation of such sanctions or in any other manner that would result in a violation by any person; and
- 7.17 Compliance with Anti-Money Laundering Laws:** the operations of each Issuer and its Subsidiary Undertakings have been conducted at all times and will be conducted in compliance with applicable financial record-keeping and reporting requirements and money laundering laws of the United Kingdom and of each other jurisdiction in which such Issuer and/or any of its Subsidiary Undertakings conducts business, including the rules and regulations thereunder, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, "Anti-Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving such Issuer or any of such Issuer's Subsidiary

Undertakings with respect to Anti-Money Laundering Laws is pending and, to the best of any Issuer's knowledge, no such actions, suits or proceedings are threatened or contemplated.

- 7.18 Blocking Laws:** Each Dealer and each Issuer agrees and confirms that it is not entitled to the benefit of or does not make or request, as appropriate, the representation and warranty contained in Clause 7.16 to the extent that it is or would be a violation by or in respect of that person of any provision of (i) Council Regulation (EC) No 2271/96 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union) or (ii) Council Regulation (EC) No 2271/96 as it forms part of domestic law by virtue of EUWA, and Clauses 8.1, 9.2.1, 10, 11.2 and 12 shall be construed accordingly.

8 Undertakings

Each Issuer agrees (as to itself) with each Dealer and the Arranger that:

- 8.1 Representations and Warranties:** it shall notify the Dealers and the Arranger promptly of any material change affecting any of its representations, warranties, agreements and indemnities in this Agreement at any time and take such steps as may be reasonably requested by the Arranger, on behalf of the Permanent Dealers (or, in the case of a change affecting a specific issue of Notes, the Relevant Dealer or, if more than one, the Lead Manager on behalf of the Relevant Dealers), to remedy and/or publicise the same;
- 8.2 Amendment, Supplement or Replacement of the Prospectus:** (i) unless the relevant Issuer has notified the Permanent Dealers in writing that it does not intend to issue Notes under the Programme for the time being, such Issuer shall prepare and publish an amendment or supplement to the Prospectus if at any time during the duration of the Programme a significant new factor, material mistake or material inaccuracy arises or is noted relating to the information included in the Prospectus which may affect an assessment by investors of (a) the assets and liabilities, financial position, profits and losses, and prospects of such Issuer (b) the rights attaching to the Notes and/or (c) the reasons for the issuance of Notes or its impact on such Issuer (ii) the relevant Issuer shall advise the Permanent Dealers (or, in the case of a change affecting a specific issue of Notes, the Relevant Dealer or, if more than one, the Lead Manager on behalf of the Relevant Dealers) promptly of any proposal to amend, supplement or replace the Prospectus, (iii) the relevant Issuer shall provide the Permanent Dealers, Relevant Dealer or Lead Manager, as the case may be, with a copy of any such proposed amendment, supplement or replacement immediately prior to its publication.

Notwithstanding the provisions of this sub-Clause 8.2, in relation to each Tranche, each Issuer undertakes that in the period from and including the relevant Trade Date to and including the relevant Issue Date, it will only prepare and publish a supplement to the Prospectus if it is required, or it has reasonable grounds to believe that it is required, to do so in order to comply with the requirements of Article 23 of the UK Prospectus Regulation and, in such circumstances, such supplement shall, solely as between such Issuer and the Relevant Dealer(s) and solely for the purposes of Article 23(2) of the UK Prospectus Regulation and sub-Clause 9.2.1, be deemed to have been prepared and made available to the public so as to comply with the requirements of Article 23 of the UK Prospectus Regulation;

- 8.3 Delivery of Prospectus and Financial Statements:** it shall furnish to each of the Dealers:
- 8.3.1** signed and unsigned copies of the Prospectus, each amendment, supplement or replacement of it, each document incorporated by reference into it and each Final Terms relating to Notes in respect of which the Dealer is a Relevant Dealer; and

- 8.3.2** copies of its most recently prepared financial statements (consolidated in the case of SSE), whether annual or interim and whether audited or unaudited, that are available to the public as soon as they are available and, in each case in such numbers as may from time to time reasonably be requested by each such Dealer or, in the case of a Syndicated Issue, the Lead Manager on behalf of the Relevant Dealers;
- 8.4 Public Announcements:** on or immediately after the date on which any Issuer issues any press release or makes any public announcement (other than any financial statements referred to in sub-Clause 8.3) or discloses any other event or circumstance that is material in the context of the Programme or any issue of Notes, it shall furnish such information to the Dealers, and if furnished orally shall confirm such information in writing;
- 8.5 Rating Downgrade:** it shall promptly notify each of the Dealers of any downgrading or withdrawal of, or the placing on “creditwatch” (or other similar publication of formal review by the relevant rating organisation) of, the rating of its debt securities by any statistical rating organisation generally recognised by banks, securities houses and investors in the euro-markets, as soon as it learns of such downgrading or proposal;
- 8.6 Expenses and Taxes:** each Issuer shall:
- 8.6.1** unless otherwise agreed in respect of an issue of Notes, pay all expenses incidental to the performance of its obligations under this Agreement, including (A) the fees and expenses of their legal advisers and auditors, the Trustee (including without limitation, the fees and expenses of the Trustee’s legal advisers), the Issuing and Paying Agent, any calculation agent and all other parties to the Agency Agreement; (B) all expenses in connection with the issue, authentication, packaging and initial delivery of the Notes, the preparation of the Global Notes and Certificates, the Contracts and all amendments or supplements thereto and the preparation and printing of the Definitive Notes, the Prospectus and all amendments and supplements to it and replacements of it; (C) the cost of listing the Notes on any Stock Exchange; (D) the cost of any advertising agreed by the relevant Issuer in connection with the issue of any of the Notes; and (E) the expenses (including, without limitation, legal fees and disbursements) incurred by the Arranger in connection with, and any continuing responsibilities relating to, the Programme;
- 8.6.2** indemnify and hold each Dealer and the Arranger harmless against any documentary, stamp or similar transfer or issue tax, including any interest and penalties, on the issue of the Global Notes and Certificates and the Definitive Notes in accordance with the terms of this Agreement, on the execution and delivery of the Contracts, on the exchange of Global Notes for Definitive Notes, on the exchange of Bearer Notes for Registered Notes, and on the transfer or consolidation of holdings of Registered Notes, and in connection with the enforcement or protection of its rights under this Agreement or any Note, that are or may be required to be paid in the United Kingdom, Belgium, Luxembourg or the country of any currency in which Notes may be denominated or amounts may be payable in respect of the Notes or any political subdivision or taxing authority thereof or therein;
- 8.7 Exchange of Global Notes and Certificates:** it shall procure that each temporary Global Note shall be exchanged for a permanent Global Note or for Definitive Notes, that each permanent Global Note shall be exchanged for Definitive Notes and that each Global Certificate shall be exchangeable for further Certificates against transfers of the underlying Registered Notes, in each case in accordance with the Agency Agreement and the terms of the relevant Global Note or Certificate;

- 8.8 Monitoring:** it shall deliver, register and furnish such documents, instruments, information and undertakings to, and obtain any consent from, any relevant agency, authority, central bank, department, government, minister, official, public or statutory corporation, self-regulating organisation or stock exchange as may be necessary or advisable from time to time to comply with all relevant laws and directives that are relevant to any Notes or the Contracts, and hereby authorises the Arranger (or, in relation to a specific issue of Notes, the Relevant Dealer or, if more than one, the Lead Manager on behalf of the Relevant Dealers), after such consultation with the relevant Issuer as may be reasonably practicable in the circumstances, so to deliver, register and furnish such documents, instruments, information and undertakings and obtain such consents (at the expense of the relevant Issuer);
- 8.9 Update of Opinions and Comfort Letters:** it shall procure that there are delivered to each Permanent Dealer legal opinions from leading law firms acceptable to the Permanent Dealers in the United Kingdom and a comfort letter from the auditors for the time being of the relevant Issuer in each case in such form as the Permanent Dealers may reasonably request, on each occasion when the Prospectus is updated;
- 8.10 Authorised Representative:** it shall notify the Dealers immediately in writing if any of the persons named in the relevant certificate of incumbency referred to in sub-Clause 9.1.4 shall cease to be authorised to take action on behalf of the relevant Issuer, as the case may be, or if any additional person shall be so authorised and, unless and until notified of any such change, the Arranger and each of the Dealers shall be entitled to rely upon the certificate delivered to them most recently and all instructions given in accordance with such certificate shall be binding upon the relevant Issuer;
- 8.11 Restrictions on Other Issues:** during the period commencing on any Trade Date and ending on the relevant Issue Date, the relevant Issuer shall not, without the prior consent of the Relevant Dealer or, if more than one, the Lead Manager on behalf of the Relevant Dealers, issue or agree to issue any other notes, bonds or other securities of whatsoever nature having a maturity in excess of one month, being denominated in the same currency and having the same interest basis as the Notes to be issued on the relevant Issue Date;
- 8.12 Compliance with Schedule B:** each Issuer will comply with the relevant restrictions set out in Schedule B hereto as if it had been named as a Dealer under this Agreement;
- 8.13 Stabilisation:** in relation to each Tranche of Notes for which a Dealer is appointed as Stabilisation Manager, the relevant Issuer has not issued and will not issue, without the prior consent of that Dealer, any press or other public announcement referring to the proposed issue of Notes unless the announcement adequately discloses the fact that stabilising action may take place in relation to the Notes to be issued and the relevant Issuer authorises such Dealer to make adequate public disclosure of information, and to act as the central point responsible for handling any request from a competent authority, in each case as required by Article 6(5) of Commission Delegated Regulation (EU) 2016/1052 as it forms part of domestic law by virtue of the EUWA with regard to regulatory technical standards for the conditions applicable to buy-back programmes and stabilisation measures; and
- 8.14 Notes with a maturity of less than one year:** in respect of any Notes which have a maturity of less than one year, the relevant Issuer will issue such Notes only if the following conditions apply (or the Notes can otherwise be issued without contravention of section 19 of the FSMA):
- 8.14.1** each Relevant Dealer represents and agrees in the terms set out in paragraph 5.1 of Schedule B; and

8.14.2 the redemption value of each such Note is not less than £100,000 (or an amount of equivalent value denominated wholly or partly in a currency other than sterling), and no part of any Note may be transferred unless the redemption value of that part is not less than £100,000 (or such an equivalent amount).

9 Conditions Precedent

9.1 **Initial Conditions Precedent:** The relevant Issuer agrees to deliver or procure delivery to the Arranger, on behalf of the Permanent Dealers, on or before the first issue of Notes under the Programme and (in relation to sub-Clause 9.1.3 and sub-Clause 9.1.12) on or before the first issue of Notes by the relevant Issuer or SSEN Transmission, as applicable (and the obligations and agreements of the Dealers and the Arranger under this Agreement are conditional upon such delivery):

9.1.1 **Legal Opinions:** legal opinions in such form as the Permanent Dealers may reasonably request of:

- (i) CMS Cameron McKenna Nabarro Olswang LLP, legal advisers to SSE, SHEPD and SSEN Transmission as to Scots law; and
- (ii) Linklaters LLP, legal advisers to the Dealers and the Trustee as to English Law;

9.1.2 **Internal Authorisations of the Issuer:** certified copies of the Memorandum and Articles of Association of the relevant Issuer and board resolutions (or of any committee thereof) of such Issuer authorising the Programme, the issue of the Notes and the execution of the Contracts;

9.1.3 **Issuers' Comfort Letter:** letters, in such form as the Permanent Dealers may reasonably request, from Ernst & Young LLP, the auditors of the relevant Issuer;

9.1.4 **Certificate of Incumbency:** a certificate from the relevant Issuer certifying the names, titles and specimen signatures of the persons authorised on behalf such Issuer:

- (i) to execute the Contracts or the Notes (as appropriate);
- (ii) to authorise issues of Notes and sign or give or deliver all notices and other documents to be delivered in connection with the Contracts; and
- (iii) to take any other action in relation to the Contracts;

9.1.5 **Contracts and Prospectus:** copies of the Contracts, duly executed by the parties and of the Prospectus;

9.1.6 **Approval and Admission to trading:** a copy of the confirmation from the Competent Authority that the Prospectus has been approved as a base prospectus for the purposes of the UK Prospectus Regulation and confirmation that Notes to be issued under the Programme will be admitted to trading on the Stock Exchange;

9.1.7 **Publication:** confirmation from the relevant Issuer that the Prospectus has been published as required by Article 21 of the UK Prospectus Regulation;

9.1.8 **Global Notes and Certificates:** confirmation from the Issuing and Paying Agent of delivery to it of a number (the exact number to be as agreed between the relevant Issuer, the Arranger and the Issuing and Paying Agent) of master Global Notes and Global Certificates duly executed by the relevant Issuer;

- 9.1.9 Rating:** confirmation from S&P Global Ratings UK Limited and Moody's Investors Service, Ltd. that they have assigned a rating to Notes to be issued under the Programme;
- 9.1.10 Effectuation Authorisation:** delivery by the relevant Issuer of its signed Effectuation Authorisation to the Common Safekeeper; and
- 9.1.11 Confirmation from the Issuing and Paying Agent:** confirmation from the Issuing and Paying Agent that it has elected the Common Safekeeper in accordance with clause 2.7 of the Issuing and Paying Agency Agreement.
- 9.2 Continuing Conditions Precedent:** The obligation of each Dealer to subscribe and pay for any Notes the subject of an agreement pursuant to Clause 2 and/or the obligation of any person introduced by a Dealer pursuant to Clause 2.3 to subscribe or pay for any Notes is conditional upon:
- 9.2.1 Representations and Warranties:** the relevant Issuer having performed all of its obligations under this Agreement to be performed on or before the Issue Date of such Notes and upon the accuracy, on the Issue Date of such Notes, of the representations and warranties of the relevant Issuer given on the related Trade Date;
- 9.2.2 Listing and Trading:** in respect of any Notes that are to be listed on the London Stock Exchange, the London Stock Exchange having agreed to list such Notes, and the London Stock Exchange having agreed to admit such Notes to trading, subject only to their issue;
- 9.2.3 Material Change:** there not having occurred since the relevant Trade Date:
- (i) any change, or any development involving a prospective change, in the condition (financial or otherwise) of the relevant Issuer or, where SSE is the relevant Issuer, its Group that, in the reasonable judgment of the Relevant Dealer or, if more than one, the Lead Manager on behalf of the Relevant Dealers, impairs or may impair the investment quality of the Notes;
 - (ii) any downgrading or withdrawal of, or the placing on "creditwatch" (or other similar publication of formal review by the relevant rating organisation) of, the rating of the relevant Issuer's debt securities by any statistical rating organisation described in Clause 8.5; or
 - (iii) in the opinion of the Relevant Dealer or, if more than one, the Lead Manager, after such consultation with the relevant Issuer as may be reasonably practicable in the circumstances, any change in national or international financial, political or economic conditions or currency exchange rates or exchange controls as would, in the view of the Relevant Dealer or Lead Manager, be likely to prejudice materially the success of the issue, offering, sale or distribution of any of the relevant Notes, whether in the primary market or in respect of dealings in the secondary market;
- 9.2.4 Legal Opinions:** in the case of a Syndicated Issue, there having been delivered to the Lead Manager on behalf of the Relevant Dealers and, in the case of all other issues and if requested by the Relevant Dealer, there having been delivered to such Dealer, opinions from leading law firms acceptable to the Lead Manager or, as the case may be, the Relevant Dealer in the United Kingdom in such form as the Lead Manager or, as the case may be, Relevant Dealer may reasonably request on and dated as of the relevant Issue Date;

- 9.2.5 Comfort Letter:** in the case of a Syndicated Issue, there having been delivered to the Lead Manager on behalf of the Relevant Dealers and, in the case of all other issues and if requested by the Relevant Dealer, there having been delivered to such Dealer, a letter from the auditors for the time being of the relevant Issuer in such form as the Lead Manager or, as the case may be, Relevant Dealer may reasonably request on and dated as of the relevant Signing Date and the relevant Issue Date;
- 9.2.6 Consents and Compliance:** the relevant Issuer being permitted to issue such Notes under, and having complied with, and such Notes and the Contracts complying with, all relevant laws and directives and all consents and approvals of any court, governmental department or other regulatory body that are required for the Notes to be issued and for the performance of their terms having been obtained; and
- 9.2.7 Other Documents etc.:** (a) in the case of a Syndicated Issue, there having been delivered to the Lead Manager, on behalf of the Relevant Dealers, a copy of the Prospectus together with any amendments or supplements to it and the relative Final Terms, together with a certificate dated the relevant Issue Date signed by a duly authorised officer of the relevant Issuer stating that such documents contain all material information relating to the assets and liabilities, financial position, profits and losses of the relevant Issuer and nothing has happened or is expected to happen that would require such documents to be supplemented or updated and (b) in the case of all issues of Notes, there having been delivered to the Relevant Dealer or, if more than one, the Lead Manager on behalf of the Relevant Dealers, such opinions, documents, certificates and information relevant in the context of the issue of such Notes as the Relevant Dealer or Lead Manager may have reasonably requested prior to the Trade Time.

9.3 General:

- 9.3.1** any Dealer (with respect to itself only), may waive any of the conditions in sub-Clause 9.1 (other than paragraphs 9.1.5 and 9.1.8); and
- 9.3.2** the Relevant Dealer or, if more than one, the Lead Manager on behalf of the Relevant Dealers, may waive any of the conditions in sub-Clause 9.2.

10 Indemnification

- 10.1 Indemnification by the Issuers:** The obligations of the Dealers and the Arranger in this Agreement are undertaken on the basis of the representations and warranties and agreements of each Issuer contained in this Agreement with the intention that such representations and warranties shall remain true and accurate in all respects up to and including each Issue Date and that the agreements shall have been performed on or before each Issue Date and each Issuer undertakes to each Dealer and the Arranger that if that Dealer or the Arranger, or any of their respective directors, officers, affiliates or employees, or any United States person (if any) who controls that Dealer or the Arranger for the purpose of Section 15 of the Securities Act (each a “**Relevant Party**”) incurs any liability, damages, cost, loss or expense (including, without limitation, legal fees, costs and expenses) (a “**Loss**”) in respect of any breach or (in relation to Clauses 7.6 and 7.7 only) alleged breach of any such representation, warranty or agreement, the relevant Issuer shall pay to that Dealer or the Arranger on demand an amount equal to such Loss. No Dealer nor the Arranger shall have any duty or obligation, whether as fiduciary or trustee for any Relevant Party or otherwise, to recover any such payment or to account to any other person for any amounts paid to it under this Clause. If any action shall be brought against any Dealer or the Arranger in respect of which payment under this Clause may

be sought from any Issuer, such Dealer or the Arranger shall promptly notify the relevant Issuer in writing and, unless the relevant Issuer assumes the defence thereof as provided below, will keep the relevant Issuer informed as to the progress of any claim or action.

The relevant Issuer may participate at its own expense in the defence of any action in respect of which payment under this Clause may be sought from such Issuer. The relevant Issuer shall also have the option to assume the defence of such claim or action unless, in the reasonable opinion of the relevant Dealer or the Arranger, the interests of the relevant Issuer and the relevant Dealer or the Arranger in relation to such action, claim or demand differ or there may be defences available to the relevant Dealer or the Arranger which are different from or in addition to those available to the relevant Issuer or for some other reason it would be prejudicial to the interests of the relevant Dealer or the Arranger for the relevant Issuer to assume the defence. If the Issuer so assumes the defence, it shall keep the relevant Dealer or the Arranger informed as to the progress of any claim or action, it shall act in accordance with any reasonable requests by the relevant Dealer or the Arranger and shall not make any admission or consent to any settlement of such action without the relevant Dealer or the Arranger's consent (which shall not be unreasonably withheld or delayed). Further the relevant Issuer shall employ legal advisers satisfactory to the Dealer or the Arranger and the Dealer or the Arranger shall bear the fees and expenses of any additional legal advisers retained by it. If the relevant Issuer is not entitled to assume or elects to assume the defence thereof, the Dealer or the Arranger shall employ such legal advisers as may be agreed between it and the relevant Issuer or, failing agreement, as the Dealer or the Arranger may select. The Dealer or the Arranger shall assist in investigating, preparing or defending any action or claim act in accordance with any reasonable request made by the relevant Issuer which is not, in the Dealer's or the Arranger's reasonable opinion, prejudicial to its interests.

The Dealer or the Arranger shall at the relevant Issuer's request provide all reasonable assistance to the relevant Issuer in connection with the defence of any action by the relevant Issuer unless in the Dealer's or the Arranger's reasonable opinion, the interests of the relevant Issuer and the Dealer or the Arranger in relation to such action, claim or demand differ and provided always that the relevant Issuer shall indemnify the Dealer or the Arranger for its reasonable costs in connection therewith.

The relevant Issuer shall not be liable in respect of any admission of liability or any settlement of any such action effected without its consent (such consent not to be unreasonably withheld or delayed).

Without prejudice to the foregoing provisions of this Clause 10.1, in no event shall the Issuer be liable for the fees and expenses of more than one legal adviser or firm of legal advisers of the Relevant Party in connection with any one action or separate but similar and related actions in the same jurisdiction arising out of the same general allegations or circumstances.

10.2 Indemnification by the Dealers: Each Dealer in respect of itself undertakes to each Issuer that if that Issuer, or any of its directors, officers or employees, or any United States person (if any) who controls that Issuer for the purpose of Section 15 of the Securities Act (each an "**Issuer Relevant Party**") incurs any Loss in respect of any breach or alleged breach of the undertakings of the Relevant Dealer set out in Clause 5.1 of this Agreement, the relevant Dealer shall pay to that Issuer on demand an amount equal to such Loss provided that no Dealer shall have any liability under this Clause 10.2 arising from the sale of Notes to any person believed in good faith by that Dealer, on reasonable grounds after making all reasonable investigations, to be a person to whom Notes could legally be sold in compliance with the provisions of Schedule B. No Issuer shall have any duty or obligation, whether as fiduciary or trustee for any Issuer Relevant Party or otherwise, to recover any such payment or

to account to any other person for any amounts paid to it under this Clause 10.2. If any action shall be brought against any Issuer in respect of which payment under this Clause 10.2 may be sought from any Dealer, such Issuer shall promptly notify the relevant Dealer in writing and, unless the relevant Dealer assumes the defence thereof as provided below, will keep the relevant dealer informed as to the progress of any claim or action.

The relevant Dealer may participate at its own expense in the defence of any action in respect of which payment under this Clause 10.2 may be sought from such Dealer. The relevant Dealer shall also have the option to assume the defence of such claim or action unless, in the reasonable opinion of the relevant Issuer, the interests of the relevant Dealer and the relevant Issuer in relation to such action, claim or demand differ or there may be defences available to the relevant Issuer which are different from or in addition to those available to the relevant Dealer or for some other reason it would be prejudicial to the interests of the relevant Dealer or the Arranger for the relevant Dealer to assume the defence. If the Dealer so assumes the defence, it shall keep the relevant Issuer informed as to the progress of any claim or action, it shall act in accordance with any reasonable requests by the relevant Issuer and shall not make any admission or consent to any settlement of such action without the relevant Issuer's consent (which shall not be unreasonably withheld or delayed). Further the relevant Dealer shall employ legal advisers satisfactory to the relevant Issuer and the relevant Issuer shall bear the fees and expenses of any additional legal advisers retained by it. If the relevant Dealer is not entitled to assume or elects to assume the defence thereof, the relevant Issuer shall employ such legal advisers as may be agreed between it and the relevant Dealer or, failing agreement, as the relevant Issuer may select. The Issuer shall assist in investigating, preparing or defending any action or claim act in accordance with any reasonable request made by the relevant Dealer which is not, in the relevant Issuer's reasonable opinion, prejudicial to its interests.

The relevant Issuer shall at the relevant Dealer's request provide all reasonable assistance to the relevant Dealer in connection with the defence of any action by the relevant Dealer unless in the relevant Issuer's reasonable opinion, the interests of the relevant Dealer and the relevant Issuer in relation to such action, claim or demand differ and provided always that the relevant Dealer shall indemnify the relevant Issuer for its reasonable costs in connection therewith.

The relevant Dealer shall not be liable in respect of any admission of liability or any settlement of any such action effected without its consent (such consent not to be unreasonably withheld or delayed).

Without prejudice to the foregoing provisions of this Clause 10.2, in no event shall the relevant Dealer be liable for the fees and expenses of more than one legal adviser or firm of legal advisers of the Issuer Relevant Party in connection with any one action or separate but similar and related actions in the same jurisdiction arising out of the same general allegations or circumstances.

11 Status of the Dealers and the Arranger

11.1 Dealers' and Arranger's Obligations Several: Save as expressly provided in any Subscription Agreement, the obligations of the Dealers and the Arranger under this Agreement are several and not joint.

11.2 Responsibilities: Each of the Dealers agrees that the Arranger has only acted in an administrative capacity to facilitate the establishment and/or maintenance of the Programme and has no responsibility to it for (a) the adequacy, accuracy, completeness or reasonableness

of any representation, warranty, undertaking, agreement, statement or information in the Prospectus, any Final Terms, this Agreement or any information provided in connection with the Programme or (b) the nature and suitability to it of legal, tax and accounting matters and all documentation in connection with the Programme or any Tranche.

11.3 Duties: Each Dealer and the Arranger shall have only those duties, obligations and responsibilities expressly specified in this Agreement. Each Issuer acknowledges and agrees that:

11.3.1 the Arranger and each Dealer is acting solely pursuant to a contractual relationship with such Issuer on an arms length basis with respect to the issue, offer and sale of the Notes (including in connection with determining the terms of the issue, offer and sale of the Notes) and not as financial adviser or a fiduciary to the Issuer or any other person. Additionally, each Issuer acknowledges that the Arranger and the Dealers are not advising such Issuer or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. Each Issuer shall consult with its own advisers concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Arranger and the Dealers shall have no responsibility or liability to such Issuer with respect thereto; and

11.3.2 any review by the Arranger or any Dealer of such Issuer, the issue, offer and sale of the Notes and other matters relating thereto will be performed solely for the benefit of the Arranger and/or such Dealer (as applicable) and shall not be on behalf of such Issuer or any other person.

11.4 Product Governance: Each of the Dealers agrees that a determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”) and/or the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”), as applicable, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but that, otherwise, neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MIFID Product Governance Rules and/or the UK MiFIR Product Governance Rules respectively.

12 Survival of Certain Representations and Obligations

The indemnities, agreements, representations, warranties and other statements of the Issuers set out in or made pursuant to this Agreement (including the Schedules) and the representations and agreements of each Dealer pursuant to Clause 5 shall remain in full force and effect notwithstanding any failure of an Issuer to satisfy any condition precedent in Clause 9 and regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Dealer, the Arranger, any Issuer or any of their respective representatives, officers or directors or any controlling person and shall survive any subscription, issue of and payment for the Notes.

13 Termination and Appointment

13.1 Termination: This Agreement may be terminated (subject to and save as otherwise provided in this Agreement) in relation to all the Dealers and the Arranger, or any of them by the Issuers or, in relation to itself and the Issuers only, by any Dealer or the Arranger in any such case, for any reason and at any time upon the giving of not less than 30 days' written notice of such

termination to the other parties hereto. Nevertheless, any settlement with respect to Notes placed by a Dealer occurring after termination of this Agreement shall be made in accordance with this Agreement.

13.2 Rights Accrued: No such termination shall affect any rights or obligations accrued or incurred by the date on which such termination becomes effective (or which accrue subsequently in relation to any act or omission occurring before such termination) and, in particular, the obligations of the relevant Issuer under Clauses 8 and 10.1 and of the relevant Dealer under Clause 10.2 shall remain in effect. In addition, if any such termination occurs after the relevant Issuer has accepted an offer to subscribe Notes and prior to the Issue Date in respect thereof, all obligations of the relevant Issuer and such Dealer in relation to such Notes shall also remain in effect.

13.3 Additional Dealers and/or Arrangers: The Issuers may from time to time appoint one or more additional Arrangers or Dealers upon the terms of this Agreement. Any such appointment of a Dealer may be in respect of a single Tranche or the whole Programme. Upon any person who is not the Arranger or a Permanent Dealer, as the case may be, (i) entering into a Subscription Agreement (in the case of the appointment of a Dealer only) or (ii) receiving a letter substantially in the form of Schedule E countersigned by the relevant Issuer, such person shall become a party to this Agreement as an Arranger or a Dealer, as the case may be, vested with all the authority, rights, powers, duties and obligations as if originally named as an Arranger or a Dealer hereunder provided that (in the case of the appointment of a Dealer only) such authority, rights, powers, duties and obligations shall be limited to those that accrue in connection with the Tranche in respect of which such person is appointed Dealer and shall not extend to those that relate to Permanent Dealers unless such person is appointed as a Permanent Dealer. The Issuers shall promptly notify the other Permanent Dealers of any appointment of an Arranger or a Permanent Dealer.

14 Communications

14.1 Methods of Communication: All communications shall be by fax, in writing delivered by hand, by electronic communication or by telephone (to be promptly confirmed by fax, electronic communication or in writing; provided that any failure so to confirm shall not invalidate the original communication). Notices and other information that are or are to be given to all of the Dealers pursuant to Clause 8 shall be given to each Dealer, to the extent possible, substantially simultaneously. Each communication shall be made to the relevant person at the fax number, postal address, electronic address or telephone number, in the case of a communication by fax, in writing or by electronic communication, marked for the attention of, and in the case of a communication by telephone made to, the person from time to time designated by that party to the others for the purpose. The initial telephone number, fax number, postal address, electronic address and person so designated by the Issuers and the Dealers are set out in the Procedures Memorandum.

14.2 Deemed Receipt: A communication shall be deemed received (if by fax) when the relevant delivery receipt is received by the sender, (if by telephone) when made, (if in writing) when delivered and (if by electronic communication) when the relevant receipt of such communication being read is given, or where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such communication, in each case in the manner required by this Clause; provided that any communication that is received (or deemed to take effect in accordance with the foregoing) after 5:00 pm on a business day or on a non-business day in the place of receipt shall be deemed to take effect at the opening of business on the next following

business day in such place. Any communication delivered to any party under this Agreement which is to be sent by fax or electronic communication will be written legal evidence. Each communication from any of the Issuers may only be revoked if the relevant Dealer has not acted on it.

- 14.3 Syndicated Issues:** Notices to the Relevant Dealers in respect of Syndicated Issues shall be given to the Lead Manager on behalf of those Dealers.

15 Increase in Programme Limit

- 15.1 Notice of Increase:** From time to time the Issuers may request an increase in the Programme Limit by delivering to the Trustee, the Issuing and Paying Agent and each of the Permanent Dealers the letter set out in Schedule F. Unless notice to the contrary is received by the Issuers no later than 10 days after notice was received by each of the Permanent Dealers, each Permanent Dealer shall be deemed to have given its consent to the increase in the Programme Limit, whereupon all references in the contracts and the Procedures Memorandum to the Programme being in a certain nominal amount, shall be to the Programme Limit in the increased nominal amount.

- 15.2 Conditions Precedent:** The right of the Issuers to increase the Programme Limit shall be subject to each Permanent Dealer having received and found satisfactory all the documents and confirmations listed as initial conditions precedent in Clause 9.1 (with such changes as may be relevant having regard to the circumstances at the time of the proposed increase), and the delivery of any further conditions precedent that any of the Permanent Dealers may reasonably require before the expiry of the 10 day notice period specified in sub-Clause 15.1, including, without limitation, the production of an amendment or supplement to the Prospectus by the relevant Issuer and any further or other documents required by the London Stock Exchange or the Competent Authority, as the case may be, for the purpose of listing the Notes.

16 Assignment

- 16.1 By the Issuers:** No Issuer may assign or transfer its rights or obligations under this Agreement without the prior written consent of the Dealers and any purported assignment or transfer without such consent shall be void.

- 16.2 By the Dealers:** No Dealer may assign its rights or transfer its obligations under this Agreement, in whole or in part, without the prior written consent of the Issuers and any purported assignment or transfer without such consent shall be void, except for an assignment and transfer of all of such Dealer's rights and obligations hereunder in whatever form such Dealer determines may be appropriate to a partnership, corporation, trust or other organisation in whatever form that may succeed to, or to which the Dealer transfers, all or substantially all of such Dealer's assets and business and that assumes such obligations by contract, operation of law or otherwise. Upon any such transfer and assumption of obligations, such Dealer shall be relieved of and fully discharged from all obligations under this Agreement, whether such obligations arose before or after such transfer and assumption.

17 Governing Law

This Agreement, all agreements concluded under Clause 2 (as to which time shall be of the essence) and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with English law.

18 Article 55 Contractual Recognition of EU Bail-In Powers

18.1 Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any of the EU Dealers (each EU Dealer, a “**BRRD Party**”) and each Issuer, each Issuer acknowledges and accepts that any BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

18.1.1 the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of a BRRD Party (the “**Relevant BRRD Party**”) to each Issuer under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

- (i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;
- (ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the Relevant BRRD Party or another person, and the issue to or conferral on each Issuer in respect of such BRRD Liability of such shares, securities or obligations;
- (iii) the cancellation of the BRRD Liability;
- (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;

18.1.2 the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

18.2 For the purposes of this Clause 18:

“**Bail-in Legislation**” means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

“**Bail-in Powers**” means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

“**BRRD**” means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

“**BRRD Liability**” means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

“**EU Bail-in Legislation Schedule**” means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <http://www.lma.eu.com/pages.aspx?p=499>;

“**EU Dealer**” means any Dealer whose liabilities under this Dealer Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority; and

“**Relevant Resolution Authority**” means the resolution authority with the ability to exercise any Bail-in Powers in relation to the Relevant BRRD Party under this Agreement.

19 Recognition of the U.S. Special Resolution Regimes

19.1 In the event that any Dealer that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Dealer of this Agreement and any agreement for the issue and purchase of Notes as referred to in Clause 2, and any interest and obligation in or under this Agreement and any agreement for the issue and purchase of Notes as referred to in Clause 2, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement and any agreement for the issue and purchase of Notes as referred to in Clause 2, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

19.2 In the event that any Dealer that is a Covered Entity or a Covered Affiliate of such Dealer becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Dealer are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

19.3 For the purposes of this Clause 19, the following definitions shall apply:

“Covered Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“Covered Entity” means any of the following:

- (i) a **“covered entity”** as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a **“covered bank”** as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a **“covered FSI”** as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“U.S. Special Resolution Regime” means each of (i) the U.S. Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

This Agreement has been entered into on the date stated at the beginning.

SSE PLC

as an Issuer

By:



SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC

as an Issuer

By:



SCOTTISH HYDRO ELECTRIC TRANSMISSION PLC

as an Issuer

By:




SOUTHERN ELECTRIC POWER DISTRIBUTION PLC

as an Issuer

By:




NATWEST MARKETS PLC

By:  UZO ONWEE E

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

By: 

ALVARO SOLIS - MD

By: 

Steffen Thiemann - VP

BANCO SANTANDER, S.A.

By: 

Emily Stott, Executive Director

By: 

Roland Broecheler, E.D.

BARCLAYS BANK PLC

By:



Emily Wilson
Authorised Signatory

BNP PARIBAS

By: 

Katie Ahern
AUTHORISED SIGNATORY

By: 

Vikas Katyal
AUTHORISED SIGNATORY

LLOYDS BANK CORPORATE MARKETS PLC

By: 

Emma De Cruz, Authorised Signatory

MERRILL LYNCH INTERNATIONAL

By:




Greg Brennan
Authorised Signatory

MUFG SECURITIES EMEA PLC

By:  Abena Yeboah
Authorised Signatory

MORGAN STANLEY & CO. INTERNATIONAL PLC

By:

A handwritten signature in black ink, appearing to read 'Kathryn McArdle', is written over a horizontal dotted line. Below the signature, there is a thick, dark horizontal line that spans the width of the signature.

Kathryn McArdle
Executive Director

RBC EUROPE LIMITED

By:

A handwritten signature in blue ink, appearing to be 'Ivan Browne', written over a light blue grid background.

Ivan Browne, Duly Authorised Signatory

**Schedule A
Procedures Memorandum**

SSE PLC

SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC

SCOTTISH HYDRO ELECTRIC TRANSMISSION PLC

SOUTHERN ELECTRIC POWER DISTRIBUTION PLC

PROCEDURES MEMORANDUM

€10,000,000,000

Euro Medium Term Note Programme

arranged by

NatWest Markets Plc

Linklaters

Ref: L-338509

Linklaters LLP

The date of this Procedures Memorandum is 24 August 2023

Part 1

ADMINISTRATIVE PROCEDURES

Dealers must confirm all trades directly with the relevant Issuer and the Issuing and Paying Agent.

1 Responsibilities of the Issuing and Paying Agent

The Issuing and Paying Agent will, in addition to the responsibilities in relation to settlement described in Part 1, be responsible for the following:

- (a) distributing to the Stock Exchange and any other relevant authority the number of copies of the applicable Final Terms required by the Stock Exchange and such other relevant authority; and
- (b) immediately notifying the relevant Issuer and the relevant Dealer if at any time the Issuing and Paying Agent is notified that the listing of a Tranche of Notes has been refused or otherwise will not take place.

2 Responsibilities of Each Dealer/Lead Manager

Each Dealer/Lead Manager will confirm the terms of a Tranche and agree with the relevant Issuer Final Terms (substantially in the form of Part 2 or Schedule C to the Dealer Agreement, as applicable) giving details of each Tranche of Notes to be issued.

3 Settlement

The settlement procedures set out in Part 1 shall apply to each issue of Notes (Section A in the case of issues closed on a non-Syndicated basis and Section B in the case of issues closed on a Syndicated basis, in each case whether or not subscribed under a Subscription Agreement), unless otherwise agreed between the relevant Issuer, the Issuing and Paying Agent and the relevant Dealer or the Lead Manager, as the case may be. With issues of Notes to be listed on a Stock Exchange other than the London Stock Exchange more time may be required to comply with the relevant Stock Exchange's or any other relevant authority's listing requirements and with issues of RPI Linked Notes more time may be required to settle documentation.

If Registered Notes are to be issued, the Registrar shall, on receipt of confirmation of payment by the Dealer or other subscriber for such Registered Notes, cause the appropriate entry to be made in the Register and issue the Certificates representing the Registered Notes in accordance with the Agency Agreement. It is anticipated that the settlement procedures set out in this Part 1 shall broadly apply to Registered Notes, but the procedures will be agreed between the Issuer, Registrar, Issuing and Paying Agent and relevant Dealer at the time.

A Contact List is set out in Part 4.

Part 1
Section A

Settlement Procedures for Issues Closed on a Non-Syndicated Basis

Times set out below are London times and represent the latest time for taking the action concerned. It is recommended that where possible the action concerned is taken in advance of these times.

Day	London Time	Action
<u>No later</u> than Issue Date minus 2	5.00pm	The relevant Issuer may agree terms with one or more of the Dealers for the issue and purchase of Notes (whether pursuant to an unsolicited bid from a Dealer or pursuant to an enquiry by the Issuer). The relevant Dealer instructs the Issuing and Paying Agent to obtain a common code and ISIN or, if relevant, a temporary common code, and ISIN for the Notes from one of the International Central Securities Depositories (“ICSDs”).
Issue Date minus 2	5.00pm	If a Dealer has reached agreement with the Issuer by telephone, the Dealer confirms the terms of the agreement to that Issuer by electronic communication (substantially in the form set out in Part 2) attaching a copy of the applicable Final Terms. The Dealer sends a copy of that electronic communication to the Issuing and Paying Agent for information.
	5.00pm	The relevant Issuer confirms its agreement to the terms on which the issue of Notes is to be made (including the form of the Final Terms) by signing and returning a confirmation substantially in the form set out in Part 3 and a copy of the Final Terms to the relevant Dealer and the Issuing and Paying Agent. The details set out in the signed Final Terms shall be conclusive evidence of the agreement (save in the case of manifest error) and shall be binding on the parties accordingly. The relevant Issuer also confirms its instructions to the Issuing and Paying Agent (including, in the case of Floating Rate Notes, for the purposes of rate fixing) to carry out the duties to be carried out by the Issuing and Paying Agent under these Settlement Procedures and the Agency Agreement including preparing and authenticating

Day	London Time	Action
		<p>either (a) a Temporary Global Note for the Tranche of Notes which is to be purchased and, in the case of the first Tranche of a Series, where the applicable Final Terms do not specify that the Temporary Global Note is to be exchangeable only for Notes in definitive form, a Permanent Global Note for the Series or (b) if so specified in the applicable Final Terms, a Permanent Global Note, in each case giving details of the Notes</p> <p>In the case of Floating Rate Notes, the Issuing and Paying Agent notifies the ICSDs, the relevant Issuer, (if applicable) the relevant Stock Exchange and any other relevant authority and the relevant Dealer of the Rate of Interest for the first Interest Period (if already determined). Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined.</p>
Issue Date minus 1	<p>10.00am (for prior day¹ currencies)</p> <p>12.00 noon (for other currencies)</p>	<p>The relevant Dealer and the Issuing and Paying Agent give settlement instructions to the relevant ICSD(s) to effect the payment of the purchase price, against delivery of the Notes, to the Issuing and Paying Agent's account with the relevant ICSD(s) on the Issue Date.</p>
		<p>The parties (which for this purpose shall include the Issuing and Paying Agent) may agree to arrange for "free delivery" to be made through the relevant ICSD(s) if specified in the applicable Final Terms, in which case these Settlement Procedures will be amended accordingly.</p>
	ICSD deadlines for the relevant currency	<p>For prior day currencies, the Issuing and Paying Agent instructs the relevant ICSD(s) to debit its account and pay for value on the Issue Date the aggregate purchase monies received by it to the account of the Issuer previously notified to the Issuing and Paying Agent for the purpose.</p>

¹ The most common prior day currencies are Australian dollars (AUD), Hong Kong dollars (HKD), Japanese yen (JPY) and New Zealand dollars (NZD) but other currencies in similar time zones may also be prior day currencies. The parties should establish whether or not a particular currency is a prior day currency as soon as possible.

Day	London Time	Action
<u>No later</u> than Issue Date minus 1	2.00p.m.	In the case of Notes which are to be listed on a Stock Exchange or publicly offered in the United Kingdom, the Issuing and Paying Agent also notifies the Stock Exchange and/or any other relevant authority, as the case may be, by electronic communication or by hand of the details of the Notes to be issued by sending the Final Terms to the Stock Exchange and/or any other relevant authority, as the case may be.
Issue Date minus 1	3.00pm	<p>The Issuing and Paying Agent prepares and authenticates a Global Note for each Tranche of Notes which is to be purchased and, where required as specified above, a Permanent Global Note in respect of the relevant Series, in each case attaching the applicable Final Terms.</p> <p>Each Global Note which is a CGN is then delivered by the Issuing and Paying Agent to the Common Depositary. Each Global Note which is an NGN is then delivered to the Common Safekeeper, together (if applicable) with an effectuation instruction. In the event that the Common Service Provider and the Common Safekeeper are not the same entity, the Issuing and Paying Agent should also deliver the applicable Final Terms to the Common Service provider.</p> <p>In the case of Notes which are to be issued in NGN form, the Issuing and Paying Agent then instructs the mark up of the issue outstanding amount of the Global Note to the ICSDs through the Common Service Provider.</p>
	5.00pm	<p>The conditions precedent in the Dealer Agreement are satisfied and/or waived.</p> <p>In the case of each Global Note which is an NGN, the Common Safekeeper confirms deposit and effectuation (if applicable)² of the Global Note to the Issuing and Paying Agent, the Common Service Provider, and the ICSDs. The Common Service Provider</p>

² This assumes that an effectuation authorisation has been delivered by the Issuer to the Common Safekeeper (i.e. Euroclear or Clearstream, Luxembourg) at the establishment or update of the programme. If this is not the case, such an authorisation should be delivered at least 2 business days prior to the closing of the first issue of Eurosystem-eligible NGNs under the Programme.

Day	London Time	Action
		relays the Agent's instruction to mark up the issue outstanding amount of the Global Note to the ICSDs.
		In the case of each Global Note which is a CGN, the Common Depositary confirms deposit of the Global Note to the Issuing and Paying Agent and the ICSDs.
Issue Date	According to ICSD settlement procedures	The ICSDs debit and credit accounts in accordance with instructions received from the Issuing and Paying Agent and the relevant Dealer.
Issue Date	ICSD deadlines for the relevant currency	For non-prior day currencies, the Issuing and Paying Agent instructs the relevant ICSD(s) to debit its account and pay for value on the Issue Date the aggregate purchase moneys received by it to the account of the relevant Issuer previously notified to the Issuing and Paying Agent for the purpose.
Issue Date	5.00pm	The Issuing and Paying Agent forwards a copy of the signed Final Terms to each ICSD.
On or subsequent to the Issue Date		<p>The Issuing and Paying Agent notifies the Issuer immediately in the event that a Dealer does not pay the purchase price due from it in respect of a Note.</p> <p>The Issuing and Paying Agent notifies the relevant Issuer of the issue of Notes giving details of the Global Note(s) and the nominal amount represented thereby.</p> <p>The Issuing and Paying Agent confirms the issue of Notes to the relevant Stock Exchange and any other relevant authority.</p>

Part 1
Section B
Settlement Procedures for Issues Closed on a Syndicated Basis

The procedures set out below for the period up to and including “Issue Date minus 2” apply to all syndicated closings whatever the currency concerned. The timing of the procedures to take place thereafter varies by reference to the deadlines imposed by the Agent, the Common Depositary or, as the case may be, the Common Service Provider and the ICSDs for the particular currency concerned and it is not possible to specify all variations in this memorandum.

Accordingly, all parties should contact each other as early as possible in the process to agree the relevant settlement deadlines. In particular, the Issuing and Paying Agent, the ICSDs and the Common Depositary or, as the case may be, the Common Safekeeper and Common Service Provider should be involved in these discussions.

The procedures and timings set out below to take place on the Issue Date relate to an illustrative syndicated closing of securities denominated in euro. Whilst the procedures will apply to all syndicated closings in whatever currency, the timings will vary significantly and, in many cases, steps will need to be taken on Issue Date minus 1.

Times set out below are London times and represent the latest time for taking the action concerned. It is recommended that where possible the action concerned is taken in advance of these times.

Day	London Time	Action
No later than Issue Date minus 3		<p>The relevant Issuer may, subject to the execution of the Subscription Agreement referred to below, agree terms with a Dealer (which expression in this Section includes any entity to be appointed as a dealer under the Subscription Agreement referred to below) (the “Lead Manager”) for the issue and purchase of Notes to be subscribed under a Subscription Agreement (whether pursuant to an unsolicited bid by such Lead Manager or pursuant to an enquiry by the relevant Issuer). The Lead Manager may invite other Dealers (new or additional) approved by the relevant Issuer to join an underwriting syndicate either on the basis of a confirmation to managers agreed between the relevant Issuer and the Lead Manager or on the terms of the Final Terms referred to below and the Subscription Agreement. The Lead Manager and any such Dealers are together referred to as the Managers.</p> <p>The relevant Issuer and the Lead Manager agree a form of Final Terms (in substantially the form of Part 2) which is submitted to the lawyers rendering a legal opinion in</p>

Day**London Time****Action**

connection with the relevant issue for approval. A draft Subscription Agreement (in substantially the form of Schedule G to the Dealer Agreement or any other form agreed between the relevant Issuer and the Lead Manager) is also prepared and agreed. The Subscription Agreement may, if so agreed, be called by another name. The Lead Manager sends a copy of the draft Subscription Agreement to each other Manager at least two full business days before the Subscription Agreement is intended to be signed. At the same time the Lead Manager sends a copy of the Prospectus and Dealer Agreement to each other Manager which has not previously received those documents if so requested by any such Manager. The Subscription Agreement and the Final Terms are agreed and executed and a copy of the Final Terms is sent by electronic communications to the Agent which shall act as the Agent's authorisation (including, in the case of Floating Rate Notes, for the purposes of rate fixing) to carry out the duties to be carried out by it under these Settlement Procedures and the Agency Agreement including preparing and authenticating (a) a Temporary Global Note for the Tranche of Notes which is to be purchased and, in the case of the first Tranche of a Series, where the applicable Final Terms do not specify that the Temporary Global Note is to be exchangeable only for Notes in definitive form, a Permanent Global Note for the Series or (b) if so specified in the applicable Final Terms, a Permanent Global Note, in each case giving details of the Notes. The Issuing and Paying Agent forwards a copy of the signed Final Terms to the Common Depositary or the Common Service Provider, as the case may be.

The Lead Manager instructs the Issuing and Paying Agent to obtain a common code and ISIN or, if relevant, a temporary common code, and ISIN from one of the ICSDs.

The Lead Manager delivers its allotment list to each of Euroclear and Clearstream,

Day	London Time	Action
		Luxembourg.
Issue Date minus 2	2.00pm	In the case of Notes which are to be listed on a Stock Exchange or publicly offered in the United Kingdom, the Issuing and Paying Agent notifies the relevant Stock Exchange and/or any other relevant authority, as the case may be, by electronic communication or by hand of the details of the Notes to be issued by sending the Final Terms to the relevant Stock Exchange and/or any other relevant authority, as the case may be.
	3.00pm	In the case of Floating Rate Notes, the Issuing and Paying Agent notifies the ICSDs, the relevant Issuer, (if applicable) the relevant Stock Exchange and any other relevant authority and the Lead Manager of the Rate of Interest for the first Interest Period (if already determined). Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined.
No later than Issue Date minus 2	5.00pm	The Lead Manager provides all necessary instructions and contact details to the ICSDs, Luxembourg and to the Common Depository or the Common Service Provider, as the case may be.

Note: The timings below relate to a syndicated closing of Notes denominated in euro only.

Issue Date	10.00am	For Notes in NGN form, the Issuing and Paying Agent instructs the conditional mark up of the issue outstanding amount of the Global Note to each ICSD through the Common Service Provider.
	12.00noon	The Issuing and Paying Agent prepares and authenticates a Global Note for each Tranche of Notes which is to be purchased and, where required as specified above, a Permanent Global Note in respect of the relevant Series, in each case attaching the applicable Final Terms. Each Global Note which is a CGN is then delivered by the Issuing and Paying Agent to the Common Depository. If following the new model for syndicated closings, the Common Service Provider can then request the ICSDs to credit the Notes to the securities

Day	London Time	Action
		<p>commissionaire account of the relevant Lead Manager.</p> <p>Each Global Note which is an NGN is then delivered to the Common Safekeeper, together with an effectuation instruction, if applicable.</p>
	1.00pm	<p>In the case of each Global Note which is an NGN, the Common Safekeeper confirms deposit and effectuation (if applicable)³ of the Global Note to the Issuing and Paying Agent, the Common Service Provider, and each ICSD. If following the new model for syndicated closings, the Common Service Provider can then request the ICSDs to credit the Notes to the securities commissionaire account of the relevant Lead Manager.</p> <p>In the case of each Global Note which is a CGN, the Common Depositary confirms deposit of the Global Note to Euroclear and Clearstream, Luxembourg.</p>
	2.30pm	<p>The Lead Manager confirms that all conditions precedent in the Subscription Agreement and the Dealer Agreement have been satisfied and/or waived to the Common Depositary or the Common Service Provider, as the case may be, and, in the case of an issue of NGNs, authorises the Common Service Provider to relay the Agent's mark up instruction to the ICSDs.</p>
	3.00pm	<p>Payment is released to the relevant Issuer in accordance with the cash payment instructions of the Lead Manager.</p>
	5.00pm	<p>In the case of an issue of NGNs, the Common Service Provider relays the Issuing and Paying Agent's instruction to mark up the issue outstanding amount of the Global Note to the ICSDs.</p> <p>In the case of an issue of CGNs, the Common Depositary confirms deposit of the Global Note to the ICSDs.</p>

³ This assumes that an effectuation authorisation has been delivered by the Issuer to the Common Safekeeper (i.e. Euroclear or Clearstream, Luxembourg) at the establishment or update of the programme. If this is not the case, such an authorisation should be delivered at least 2 business days prior to the closing of the first issue of Eurosystem-eligible NGNs under the Programme.

Day	London Time	Action
	According to ICSD settlement procedures	The ICSDs debit and credit accounts in accordance with instructions received from the Lead Manager and the allottees and, in the case of NGNs, mark up their records appropriately.
On or subsequent to the Issue Date		<p>The Issuing and Paying Agent notifies the Issuer of the issue of Notes giving details of the Global Note(s) and the nominal amount represented thereby.</p> <p>The Issuing and Paying Agent confirms the issue of Notes to the relevant Stock Exchange and any other relevant authority.</p> <p>The Issuing and Paying Agent forwards a copy of the signed Final Terms to each ICSD.</p>

Part 2

Form of Dealers' Confirmation to Issuer

[Not required for Syndicated Issues]

SSE PLC

SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC
SCOTTISH HYDRO ELECTRIC TRANSMISSION PLC
SOUTHERN ELECTRIC POWER DISTRIBUTION PLC

€10,000,000,000

Euro Medium Term Note Programme

To: [SSE plc/Scottish Hydro Electric Power Distribution
plc/Scottish Hydro Electric Transmission plc/Southern
Electric Power Distribution plc]*

Attention: [●]

cc: The Bank of New York Mellon, London Branch

[Date]

Attention: [●]

cc: BNY Mellon Corporate Trustee Services Limited

Attention: [●]

[N.B. – If the Relevant Dealer is not a Permanent Dealer, the provisions of the Dealer Accession Letter may be inserted here.]

[Insert following if Dealer is a MiFID II and/or UK MiFIR manufacturer:

[Solely for the purposes of the requirements of Article 9(8) of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “[EU] MiFID Product Governance Rules”) regarding the mutual responsibilities of manufacturers under the [EU] MiFID Product Governance Rules:

- (a) we (the “**EU Manufacturer**”) acknowledge that we understand the responsibilities conferred upon us under the [EU] MiFID Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Notes and the related information set out in the Final Terms in connection with the Notes; and
- (b) the Issuer (by signing the Final Terms) notes the application of the [EU] MiFID Product Governance Rules and acknowledges that the target market and distribution channels identified as applying to the Notes by the EU Manufacturer and the related information set out in the Final Terms in connection with the Notes.]

[Solely for the purposes of the requirements of 3.2.7R of the FCA Handbook Product Intervention and Product Governance Sourcebook (the “[UK] MiFIR Product Governance Rules”) regarding the mutual responsibilities of manufacturers under the [UK] MiFIR Product Governance Rules:

- (a) we (the “**UK Manufacturer**”) acknowledge that we understand the responsibilities conferred upon us under the [UK] MiFIR Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Notes and the related information set out in the Final Terms in connection with the Notes; and

* Delete as appropriate

- (b) the Issuer (by signing the Final Terms) notes the application of the [UK] MiFIR Product Governance Rules and acknowledges that the target market and distribution channels identified as applying to the Notes by the UK Manufacturer and the related information set out in the Final Terms in connection with the Notes.]

We confirm our agreement for the issue of the Notes described below forming part of the above Programme in accordance with the terms of the Dealer Agreement relating to the Programme as supplemented [and varied] by the terms set out below:

[INSERT AGREED FORM OF FINAL TERMS]

Part 3
Form of Issuer's Confirmation to Dealer and Fiscal Agent

To: [DEALER]
Attention: [●]

cc: The Bank of New York Mellon, London Branch
Attention: [●]

[Date]

cc: BNY Mellon Corporate Trustee Services Limited
Attention: [●]

SSE PLC
SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC
SCOTTISH HYDRO ELECTRIC TRANSMISSION PLC
SOUTHERN ELECTRIC POWER DISTRIBUTION PLC

€10,000,000,000
Euro Medium Term Note Programme

We confirm our receipt of the Purchase Information relating to a Tranche of Notes (the "Notes") relating to the above Programme contained in your [letter/fax/email] to us dated [Date] and copied to BNY Mellon Corporate Trustee Services Limited and The Bank of New York Mellon, London Branch. We confirm the accuracy of such information and authorise and instruct [DEALER] to prepare the Final Terms relating to the Notes and The Bank of New York Mellon, London Branch to prepare the [temporary] *[and] [permanent] Global [Note/Certificate] and to take all other action relating to the Notes contemplated by the Agency Agreement.

[SSE PLC/SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC/SCOTTISH HYDRO ELECTRIC TRANSMISSION PLC/SOUTHERN ELECTRIC POWER DISTRIBUTION PLC]*

By:

[* Temporary Global Note is only required where the applicable TEFRA exemption is D Rules or where no permanent Global Note will be issued.]

* Delete as applicable

Part 4
Notices for Communications

The Issuers:

SSE plc
Inveralmond House
200 Dunkeld Road
Perth PH1 3AQ

Tel: +44 (0) 1738 455 121
Fax: +44 (0) 1738 455 282
Email: george.duncan@sse.com
Attention: George Duncan

Scottish Hydro Electric Power Distribution plc
Inveralmond House
200 Dunkeld Road
Perth PH1 3AQ

Tel: +44 (0) 1738 455 121
Fax: +44 (0) 1738 455 282
Email: george.duncan@sse.com
Attention: George Duncan

Scottish Hydro Electric Transmission plc
Inveralmond House
200 Dunkeld Road
Perth PH1 3AQ

Tel: +44 (0) 1738 455 121
Fax: +44 (0) 1738 455 282
Email: george.duncan@sse.com
Attention: George Duncan

Southern Electric Power Distribution plc
No.1 Forbury Place, 43 Forbury Road
Reading
United Kingdom, RG1 3JH

Tel: +44 (0) 1738 455 121
Fax: +44 (0) 1738 455 282
Email: george.duncan@sse.com
Attention: George Duncan

The Arranger:

NatWest Markets Plc
250 Bishopsgate
London EC2M 4AA

Tel: +44 (0) 20 7085 4154
Fax: +44 (0) 20 7085 2591
Attention: Euro Medium Term Note Programmes
Email: NWMLegalDCM@natwestmarkets.com

The Dealers:

Banco Bilbao Vizcaya Argentaria, S.A.
Ciudad BBVA
C/ Saucedo, 28
28050
Madrid
Spain

Tel: +34 91 537 4305
Attention: Fixed Income Origination - BBVA Global Debt Capital
Markets

Banco Santander, S.A.
Ciudad Grupo Santander
Avenida de Cantabria s/n
Edificio Encinar
28660 Boadilla del Monte
Madrid
Spain

Tel: +44 207 756 6802
Email: syndicate@santanderCIB.co.uk
Attention: Head of Debt Capital Markets

Barclays Bank PLC
1 Churchill Place
London, E14 5HP

Tel: +44 (0) 20 7773 9090
Email: mtndskldn@barclays.com
Attention: MTN Dealers

BNP Paribas

16, boulevard des Italiens

75009 Paris

France

Email: emtn.programmes@bnpparibas.com

Attention: MTN Desk

Lloyds Bank Corporate Markets plc

10 Gresham Street

London EC2V 7AE

Tel: +44 (0) 20 7050 6060

Email: CB-MarketsFinancing-
BondSyndicate@LloydsBanking.com

Attention: Bond Syndicate

MUFG Securities EMEA plc

Ropemaker Place

25 Ropemaker Street

London EC2Y 9AJ

Email: legal-primarymarkets@int.sc.mufg.jp

Attention: Legal - Primary Markets

Merrill Lynch International

2 King Edward Street

London EC1A 1HQ

United Kingdom

Tel: +44 (0) 20 7995 3995

Fax: +44 (0) 20 7995 0048

Attention: EMTN Trading and Distribution Desk

Email: dcm_london@bofa.com

Morgan Stanley & Co. International plc

25 Cabot Square

Canary Wharf

London E14 4QA

Tel: +44 (0) 20 7425 4799

Fax: +44 (0) 20 7056 4984

Email: tmglondon@morganstanley.com

Attention: Global Capital Markets - Head of Transaction
Management Group

NatWest Markets Plc
250 Bishopsgate
London EC2M 4AA

Tel: +44 (0) 20 7085 4154
Fax: +44 (0) 20 7085 2591
Attention: Euro Medium Term Note Programmes
Email: NWMLegalDCM@natwestmarkets.com

RBC Europe Limited
100 Bishopsgate
London EC2N 4AA

Tel: +44 (0) 20 7029 7031
Attention: New Issues Syndicate Desk
Email: TMGUK@rbccm.com

The Issuing and Paying Agent, Transfer Agent and Calculation Agent:

The Bank of New York Mellon, London Branch
160 Queen Victoria Street
London EC4V 4LA
United Kingdom

Tel: +44 (0) 20 7964 8819
Email: corpsovukandire@bnymellon.com
Attention: Andrea Myers

The Registrar, Paying Agent and Transfer Agent:

The Bank of New York Mellon (Luxembourg)
S.A.
Vertigo Building – Polaris
2-4 rue Eugene Ruppert
L-2453
Luxembourg

Tel: +352 24 525 329
Email: LUXMB-CT_Corp_Admin@bnymellon.com
Attention: Corporate Trust Admin

The Trustee:

BNY Mellon Corporate Trustee Services Limited

160 Queen Victoria Street

London EC4V 4LA

United Kingdom

Tel:

+44 (0) 20 7964 8819

Email:

corpsovukandire@bnymellon.com

Attention:

Andrea Myers

Schedule B Selling Restrictions

1 Introduction: These are the selling restrictions referred to in Clause 5 of the Amended and Restated Dealer Agreement dated 24 August 2023 relating to the Euro Medium Term Note Programme of SSE plc, Scottish Hydro Electric Power Distribution plc, Scottish Hydro Electric Transmission plc and Southern Electric Power Distribution plc. Terms defined in that Dealer Agreement have the same meaning in these restrictions. These restrictions may be amended in relation to a specific Tranche by agreement between the relevant Issuer and the Relevant Dealer or, if more than one, the Lead Manager on behalf of the Relevant Dealers or in relation to the Programme by agreement between the relevant Issuer and the Permanent Dealers. In addition, the Issuers may, with the prior agreement of the Arranger, from time to time amend these restrictions (other than those relating to the United States of America) in relation to the Programme by giving notice of any such amendment to each Permanent Dealer. Any such amendment shall take effect 30 days after notice of such amendment is given to each Permanent Dealer or, if earlier, the date by which all the Permanent Dealers have confirmed their agreement to such amendment. Any such amendment in relation to a specific Tranche shall be set out in the Subscription Agreement, in the case of a Syndicated Issue, or in the Purchase Information, in the case of a non-Syndicated Issue.

2 General: Neither the relevant Issuer, nor any Dealer makes any representation that any action has been or will be taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Prospectus or any other offering material, in any country or jurisdiction where action for that purpose is required. Each Dealer shall, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Prospectus or any other offering material, in all cases at its own expense.

No Dealer is authorised to make any representation or use any information in connection with the issue, offering and sale of the Notes other than as contained in, or which is consistent with, the documents permitted to be circulated in accordance with Clause 5.2 of the Amended and Restated Dealer Agreement.

3 United States of America:

3.1 The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act. Each Dealer represents and agrees that it has offered and sold the Notes of any identifiable tranche, and shall offer and sell the Notes of any identifiable tranche (1) as part of their distribution at any time and (2) otherwise until 40 days after completion of the distribution of such tranche as determined, only in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Notes, and it and they have complied and shall comply with the offering restrictions requirement of Regulation S. Each Dealer agrees that, at or prior to confirmation of sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

“The Securities covered hereby have not been registered under the U.S. Securities Act of 1933 (the “**Securities Act**”) and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of such tranche as determined, and certified to the Issuer and [Relevant Dealers], by [[AGENT]/[LEAD MANAGER]], except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S.”

Terms used in this paragraph have the meanings given to them by Regulation S.

3.2 In addition, unless the Purchase Information or the Subscription Agreement relating to one or more Tranches specifies that the applicable TEFRA exemption is either “C Rules” or “not applicable”, each Dealer represents and agrees in relation to each Tranche of Notes in bearer form:

3.2.1 except to the extent permitted under U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”)) (the “**D Rules**”):

- (i) it has not offered or sold, and during a 40 day restricted period shall not offer or sell, Notes in bearer form to a person who is within the United States or its possessions or to a United States person, and
- (ii) it has not delivered and shall not deliver within the United States or its possessions definitive Notes in bearer form that are sold during the restricted period;

3.2.2 it has and throughout the restricted period shall have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes in bearer form are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;

3.2.3 if it is a United States person, it is acquiring the Notes in bearer form for purposes of resale in connection with their original issuance and if it retains Notes in bearer form for its own account, it shall only do so in accordance with the requirements of U.S. Treas. Reg. §1.163-5(c)(2)(i)(D)(6); and

3.2.4 with respect to each affiliate that acquires from it Notes in bearer form for the purpose of offering or selling such Notes during the restricted period, it either (a) repeats and confirms the representations contained in Clauses 3.2.1, 3.2.2 and 3.2.3 on behalf of such affiliate or (b) agrees that it shall obtain from such affiliate for the benefit of the Issuer the representations contained in Clauses 3.2.1, 3.2.2 and 3.2.3.

Terms used in this paragraph have the meanings given to them by the Code and regulations thereunder, including the D Rules.

3.3 In addition, to the extent that the Purchase Information or the Subscription Agreement relating to one or more Tranches of Bearer Notes specifies that the applicable TEFRA exemption is “C Rules”, under U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (the “**C Rules**”), Notes in bearer form must be issued and delivered outside the United States and its possessions in connection with their original issuance. In relation to each such Tranche, each Dealer represents and agrees that it has not offered, sold or delivered, and shall not offer, sell

or deliver, directly or indirectly, Notes in bearer form within the United States or its possessions in connection with their original issuance. Further, in connection with the original issuance of Notes in bearer form, each Dealer represents and agrees that it has not communicated, and shall not communicate, directly or indirectly, with a prospective purchaser if either such purchaser or it is within the United States or its possessions or otherwise involve its U.S. office in the offer or sale of Notes in bearer form. Terms used in this paragraph have the meanings given to them by the Code and regulations thereunder, including the C Rules.

- 3.4** Each issuance of RPI linked Notes shall be subject to such additional U.S. selling restrictions as the Relevant Dealer(s) shall agree with the relevant Issuer as a term of the issuance and purchase or, as the case may be, subscription of such Notes. Each Relevant Dealer agrees that it shall offer, sell and deliver such Notes only in compliance with such additional U.S. selling restrictions.

4 Prohibition of Sales to EEA Retail Investors:

Each Dealer represents and agrees that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision the expression “retail investor” means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or
- (ii) (a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

5 Prohibition of Sales to UK Retail Investors

Each Dealer represents and agrees that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision the expression “**retail investor**” means a person who is one (or more) of the following:

- (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or
- (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

6 United Kingdom:

Each Dealer represents and agrees that:

- 6.1** in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or

dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;

6.2 it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the relevant Issuer; and

6.3 it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

7 Belgium:

Each Dealer represents and agrees that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer (*consument/consommateur*) within the meaning of the Belgian Code of Economic Law (*Wetboek van economisch recht/Code de droit économique*), as amended from time to time (a “**Belgian Consumer**”), and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

8 Japan:

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “**Financial Instruments and Exchange Act**”). Accordingly, each Dealer represents and agrees that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

9 Singapore:

Each Dealer acknowledges that the Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer represents and agrees that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, the Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Notes, whether directly or indirectly, to persons in