Letter of Authority

Date; _____

To Whom It May Concern

I/We 'The Customer' hereby authorise OneBill Utilities Limited to request and obtain data in respect of the supply of utility services, digital services, subscriptions, telecom & other billable services I have requested.

Customer(s): _____

Customer Registered Address: _____

Customer Information: all information relating to the provision of utility Supplies to the Customer including, but not limited to, existing contract terms and conditions, rates, consumption, invoices, bills, quotations, payment, debt, supply points, meters, half hourly data, all histories associated with any of the foregoing, and all Customer account information.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation (defined below).

Further capitalised terms in this Letter of Authority shall have the same meaning as defined in the Terms and Conditions, unless otherwise expressly stated.

I/We have appointed OneBill Utilities Limited (**OneBill**) as our Billing Aggregator, Utility Management Agent and Broker and as such appoint OneBill as my/our commercial agent

I/We allow OneBill to service my/our account(s). This includes facilitating the settlement of my/our accounts in relation to this letter of authority. OneBill Utilities Limited will arrange the appropriate monetary transfer of funds to settle projected future, accrued and/or outstanding due amounts.

I/We allow OneBill Utilities Limited to act on our behalf for the following services/utilities:

- ☐ Electricity

- ☐ Gas

- ☐ Broadband

- ☐ Home Phone & Telecom

- ☐ Mobile Phone & Cellular plans

- ☐ Digital Television

- ☐ Refuse / Rubbish / Recycling services

- ☐ Security Systems & Monitoring

- ☐ ESB & Gas Networks Ireland

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For the avoidance of doubt, I/We permit OneBill Utilities Limited, to request current and historical data relating to my account(s).

1. With this letter of authority, I/We authorise OneBill Utilities Limited to access all information relating to the provision of utility supplies, services & provider contracts, including, but not limited to:

   a) Requesting usage and cost information pertaining to my account(s) held with utility and service providers;
   b) Managing my/our account information, invoices, supply addresses, address changes, receipt of bills via email or other digital format;
   c) Sign and agree new contracts on my/our behalf;
   d) Terminate or renegotiate or renew existing contracts without further signed documentation or verbal confirmation from me/us;
   e) Existing and previous contract terms and conditions, rates, tariffs, consumption, invoices, bills, quotations, payment, debt, supply points, meters, half hourly data, all histories associated with any of the foregoing, and all customer account information;
   f) Obtain Customer Information from any utility provider;
   g) Request offers or quotations from or negotiate with utility providers;
   h) Agree any special terms and conditions for the provision of utility supplies over and above a utility provider standard terms and conditions of supply as OneBill Utilities Limited considers to be appropriate;
   i) In respect of any contract for utility supplies concluded as a result of services provided by OneBill Utilities Limited, at all times during the term of such contract, to communicate with the utility supplier and to monitor, manage and administer the customer's account to include receiving copy bills in a suitable format, half hourly data and any relevant billing data;
   j) Collecting the following specific data with regards to the Customer:
      o ESB usage data;
      o Smart meter usage data;
      o HDF data;
      o Building Energy Rating (BER) data; and
      o Gas Networks Ireland meter usage,
   k) Agree that any utility provider may each disclose Customer Information to the other; and
   l) OneBill Utilities Limited will only process personal data for the purposes set out in accordance with the provisions of this Letter of Authority and all applicable laws.

Term

2. OneBill Utilities Limited's authority starts on the Effective Date and continues until terminated by either the customer or OneBill Utilities Limited.

Law and Jurisdiction

3. This Letter of Authority will be governed by and construed in accordance with Irish law. The Irish courts will have exclusive jurisdiction to settle any dispute arising out of or in connection with it.

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Customer Information and Personal Data

4. The Customer agrees that OneBill Utilities Limited and any Supplier may each disclose Customer Information to the other. The Customer hereby authorises OneBill Utilities Limited to disclose information to the Supplier(s), and requests that the Supplier(s) disclose information to OneBill Utilities Limited for the purposes set out at clause 1 above.

5. In relation to any personal data which may be processed by either OneBill Utilities Limited or the Supplier(s), the Customer acknowledges that OneBill Utilities Limited is the data controller in respect of its appointment to act on behalf of the Customer and in respect of this Letter of Authority.

6. The Customer also acknowledges that OneBill Utilities Limited is a data controller in respect of any agreement to provide utility services & supplies.

Revoking this Letter of Authority

7. If the Customer revokes the energy broker's authority at any time, any contract already commenced with a Supplier will continue to have full force and effect. It is the customer's sole responsibility to make contact with the supplier(s) to arrange a suitable subsequent payment arrangement. OneBill Utilities Limited will endeavour to conclude and communicate any and all pertinent data, account, contracts, obligations and financial arrangement during the 1 month notice period.

8. The Customer acknowledges that this authority can be revoked, in which case OneBill Utilities Limited is no longer authorised to share data with the Supplier(s). The Customer acknowledges that OneBill Utilities Limited will be required to process limited amounts of personal data for the purposes set out at clause 9 above and in accordance with the provisions of this Letter of Authority, its own Privacy Notice which OneBill Utilities Limited has provided for review, and all applicable laws.

9. The Customer acknowledges that upon revoking this Letter of Authority, OneBill Utilities Limited will be required to pass any remaining client funds designated to their suppliers accounts, and as such billing cycles and outstanding amounts and credit may occur, and will need to be settled between the customer and supplier. The settling of these payments will be the sole responsibility of the customer.

10. This Letter of Authority is entered into by the parties in consideration of the mutual obligations and promises set out herein.

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Authority

This Letter of Authority shall remain valid until cancelled by Me/Us or OneBill Utilities Limited.

Customer 1: _____

Signature: _____

Customer 2 : _____

Signature: _____

By signing above, I/we confirm I/we are the Home Owner / Lead Tenant / Leaseholder of the below address at the date of this document, and that

I/we are in a position of authority, and I/We are legally entitled to grant OneBill Utilities Limited authority to act on My/Our behalf.

Hereby allow OneBill Utilities Limited to manage the utilities detailed in this Letter of Authority

Address of Property:

Customer Registered Address: _____

OneBill has provided its privacy policy below setting out how it processes the customer's data. OneBill undertakes to use the Customer's data solely for the purposes of delivering the services/products specified in this document and will be required to share that data with relevant third parties in order to do so. By signing above, you are agreeing to our Privacy Policy and entry into a DPA (as defined below)

Direct Marketing

I/we consent to OneBill Utilities Ltd contacting me/us in relation to services provided by OneBill Utilities Ltd.

OneBill Utilities Limited are a billing aggregation service and therefore are obliged to deliver bills, documents, letters and communications from suppliers and will make these available in the OneBill Customer Portal in a legible and exportable format.

Please tick if you do not wish for us to contact you in the following ways:

Letter □   Landline □   Mobile Phone □   Email □ SMS/Social Channels □

Third Parties

I/we consent to OneBill Utilities Ltd passing our personal data within OneBill Utilities so that they can

contact me in relation to other services provided by OneBill Utilities.

Please tick if you do not wish for us to contact you in the following ways:

Letter □   Landline □   Mobile Phone □   Email □   SMS Text □

OneBill Utilities undertakes to comply with all applicable requirements under European Union General Data Protection Regulation, the Irish Data Protection Acts 1988-2018 and all other mandatory data protections laws and regulations applicable in Ireland from time to time (**Data Protection Legislation**).

Individuals have the right to withdraw consent to be contacted with marketing information or to have their information passed within the Group at any time.

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If you wish to withdraw your consent or require any further information regarding the use of your data by OneBill Utilities, please contact: info@onebill.ie

1. Introduction

This agreement regarding the processing of personal data (the **DPA**) regulates OneBill Utilities Limited (the **Data Processor**) processing of personal data on behalf of the signatory of this document (the **Data Controller**) and is attached as an addendum to the Terms and Conditions in which the parties have agreed the terms for the Data Processor's delivery of services to the Data Controller.

2. Legislation

2.1 The Data Processor Agreement shall ensure both parties comply with all applicable requirements of Data Protection Legislation.

3. Processing of personal data

3.1 Purpose: The purpose of the processing under the DPA is the provision of the Services by the Data Processor as specified in the Terms and Conditions.

3.2 In connection with the Data Processor's delivery of the Services to the Data Controller, the Data Processor will process certain categories and types of the Data Controller's personal data on behalf of the Data Controller.

3.3 The categories and types of Personal Data processed by the Data Processor on behalf of the Data Controller are:

Name, postal address, email address, phone number, mobile number, PPSN, DOB, Bank Details, MPRN, GPRN, Utility Supply and information pertinent to the supply of utilities and services to the property.

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3.5 The Data Processor only performs processing activities that are necessary and relevant to perform the Services. The parties shall update clause 3.3 whenever changes occur that necessitates an update.

3.6 The Data Processor shall have and maintain a register of processing activities in accordance with Data Protection Legislation.

4. Instruction

4.1 The Data Processor may only act and process the Personal Data in accordance with the documented instruction from the Data Controller (the **Instruction**), unless required by law to act without such instruction. The Instruction at the time of entering into this DPA is that the Data Processor may only process the Personal Data with the purpose of delivering the Services as described in the Terms and Conditions. Subject to the terms of this DPA and with mutual agreement of the parties, the Data Controller may issue additional written instructions consistent with the terms of this Agreement. The Data Controller is responsible for ensuring that all individuals who provide written instructions are authorised to do so.

4.2 The Data Controller will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it was obtained.

4.3 The Data Processor will inform the Data Controller of any instruction that it deems to be in violation of Data Protection Legislation and will not execute the instructions until they have been confirmed or modified.

5. The Data Processor's obligations

5.1 Confidentiality

5.1.1 The Data Processor shall treat all the Personal Data as strictly confidential information. The Personal Data may not be copied, transferred or otherwise processed in conflict with the Instruction, unless the Data Controller in writing has agreed.

5.1.2 The Data Processor's employees shall be subject to an obligation of confidentiality that ensures that the

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employees shall treat all the Personal Data under this DPA with strict confidentiality.

5.1.3 Personal Data will only be made available to personnel that require access to such Personal Data for the delivery of the Services and this DPA t.

5.1.4 The Data Processor shall also ensure that employees processing the Personal Data only process the Personal Data in accordance with the Instruction.

5.2 Security

5.2.1 The Data Processor shall implement the appropriate technical and organizational measures as set out in this DPA and as required by Data Protection Legislation.

5.2.2 The security measures are subject to technical progress and development. The Data Processor may update or modify the security measures from time-to-time provided that such updates and modifications do not result in the degradation of the overall security.

5.2.3 These measures are to address the particular risks that are presented by processing, for example from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the personal data we process on your behalf. When implementing these measures, we will take into account:

   a. the state of technological development and the availability of relevant technology (for the purposes of Article 32(1) of the GDPR);
   b. the costs of implementation of any measures (which may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures we have adopted);
   c. the nature, scope, context and purposes of processing; and
   d. the risks for the rights and freedoms of the data subjects.

5.5 The Data Processor shall provide documentation for the Data Processor's security measures if requested by the Data Controller in writing.

5.6 Rights of the data subjects

5.6.1 If the Data Controller receives a request from a data subject for the exercise of the data subject's rights under Data Protection Legislation and the correct and legitimate reply to such a request necessitates the Data Processor's assistance, the Data Processor shall assist the Data Controller by providing the necessary information and documentation. The Data Processor shall be given reasonable time to assist the Data Controller with such requests in accordance with Data Protection Legislation.

5.6.2 If the Data Processor receives a request from a data subject for the exercise of the data subject's rights under Data Protection Legislation and such request is related to the Personal Data of the Data Controller, the Data Processor must immediately forward the request to the Data Controller and assist the Data Controller where appropriate under Data protection Legislation. .

5.7 Personal Data Breaches

5.7.1 The Data Processor shall give immediate notice to the Data Controller if a breach occurs, that can lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, personal data transmitted, stored or otherwise processed re the Personal Data processed on behalf of the Data Controller (a **Personal Data Breach**).

5.7.2 The Data Processor shall make reasonable efforts to identify the cause of such a breach and take those steps as they deem necessary to establish the cause, and to prevent such a breach from reoccurring.

5.8.1 Upon request by a Data Controller, the Data Processor shall make available to the Data Controller all relevant information necessary to demonstrate compliance with this DPA, and shall allow for and reasonably cooperate with audits, including inspections by the Data Controller or an auditor mandated by the Data Controller. The Data Controller shall give notice of any audit or document inspection to be conducted and shall make reasonable

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endeavours to avoid causing damage or disruption to the Data Processors premises, equipment and business in the course of such an audit or inspection. Any audit or document inspection shall be carried out with reasonable prior written notice of no less than 30 days and shall not be conducted more than once a year.

5.8.2 The Data Controller may be requested to sign a non-disclosure agreement reasonably acceptable to the Data Processor before being furnished with the above.

5.9 Data Transfers

5.9.1 Ordinarily, the Data Processor will not transfer your data to countries outside the European Economic Area. In some cases, however some personal data will be shared for supporting services of a technical nature or service providers offering storage solutions that have servers outside the European Economic Area (EEA), [for example, Dropbox or Google].

5.10 We will ensure that appropriate safeguards are in place to keep the data secure, and that effective legal remedies are available for data subjects, or that there is an 'adequacy decision' (as defined in the Data Protection Act 2018). If we need to transfer any data, we will comply with our obligations under the relevant Data Protection Legislation to provide an adequate level of protection to any personal data that is transferred.

Appendix B

1.   Approved Sub-Processors

1.1 The following Sub-Processors shall be considered approved by the Data Controller at the time of entering into this Agreement:

i. Bank Of Ireland
ii. AWS Europe
iii. OpenAi
iv. DigitalOcean
v. OnlinePaymentsPlatform
vi. Google API / Gemini
vii. EircodeFinder
viii. Hosting Ireland
ix. Retro Kit

2.   New Sub-Processors

2.1 The following Sub-Processors have been added and communicated to the Data Controller prior to the relevant sub-processing:

6. Sub-Processors

6.1 The Data Processor is given general authorisation to engage third-parties to process the Personal Data (**Sub-Processors**) without obtaining any further written, specific authorization from the Data Controller, provided that the Data Processor notifies the Data Controller in writing about the identity of a potential Sub-Processor (and its processors, if any) before any agreements are made with the relevant Sub-Processors and before the relevant Sub-Processor processes any of the Personal Data. If the Data Controller wishes to object to the relevant Sub-Processor, the Data Controller shall give notice hereof in writing within ten (10) business days from receiving the notification from the Data Processor. Absence of any objections from the Data Controller shall be deemed consent to the relevant Sub-Processor.

6.2 In the event the Data Controller objects to a new Sub-Processor and the Data Processor cannot accommodate the Data Controller's objection, the Data Controller may terminate the DPA by providing written notice to the Data Processor.

6.3 The Data Processor shall complete a written sub-processor agreement with any Sub-Processors. Such an agreement shall at minimum provide the same data protection obligations as the ones applicable to the Data Processor, including the obligations under this Data Processor Agreement. The Data Processor shall on an ongoing basis monitor and control its Sub-Processors' compliance with the Applicable Law. Documentation of such monitoring and control shall be provided to the Data Controller if so requested in writing.

6.4 The Data Processor is accountable to the Data Controller for any Sub-Processor in the same way as for its own actions and omissions.

6.5 The Data Processor is at the time of entering into this Data Processor Agreement using the Sub-

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Processors listed in sub-appendix B. If the Data Processor initiates sub-processing with a new Sub-Processor, such new Sub-Processor shall be added to the list in sub-appendix B under paragraph 2.

7. Limitation of Liability

7.1 The total aggregate liability to the Data Controller, of whatever nature, whether in contract, tort or otherwise, of the Data Processor for any losses whatsoever and howsoever caused arising from or in any way connected with this engagement shall be subject to the Limitation of Liability clause set out in the Terms and Conditions.

8. Duration

8.1 We shall only process your personal data until the Terms and Conditions are terminated.

9. Data Protection Officer

9.1 The Data Processor has not appointed a Data Protection Officer but has set in place a Designated Privacy Representative who will act as a liaison for all Privacy related matters.

10. Termination

10.1 Following expiration or termination of the Terms and Conditions, the Data Processor will delete or return to the Data Controller all Personal Data in its possession as provided in the DPA except to the extent the Data Processor is required by Data Protection Legislation to retain some or all of the Personal Data (in which case the Data Processor will archive the data and implement reasonable measures to prevent the Personal Data from any further processing). The terms of this DPA will continue to apply to such Personal Data.

11. Contact

11.1 Please contact Adem Ergen (Designated Privacy Representative) by emailing info@Onebill.ie or calling +353 1 443 3455 for any queries relating to your data and how it is processed.

Agreement

- I / We agree to the terms of this Privacy Policy and DPA

Name   _____

Date   _____

Signed

_____

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