

HomeLINK

DATA PROCESSING AGREEMENT

(November 2025 version)

1. Introduction

1.1. This Data Processing Agreement ("**DPA**") is entered into in order to facilitate the use of energy data from the Smart Meter Network. It sets out the terms and conditions that apply specifically to the processing of this special category data by you - the Service User - and any sub-processors that you may appoint.

1.2. In this DPA, the following words and expressions have the meanings set out below:

1.2.1. "**Applicable Laws**" means:

- a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom; and
- b) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Organisation is subject.

1.2.2. "**Applicable Data Protection Laws**" means:

- a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and
- b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Organisation is subject, which relates to the protection of personal data.

1.2.3. **“Business Day”** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1.2.4. **“Company” / “Controller”** means HomeLINK Technologies Ltd, (‘HomeLINK’) the provider of the Service and the designated Data Controller for Energy Data, as per the requirements of the Smart Meter Network.

1.2.5. **“Service User” / “Processor”** means the Organisation (or other legal entity) that uses and operates the HomeLINK service in relation to one or more properties, including creating and administering accounts and performing the obligations allocated to it within the consent process. A Service User may be a Landlord and/or Property Owner, but need not be.

1.2.6. **“Landlord / Property Owner”** means the entity that owns and/or manages the Property (including a landlord, freeholder, housing association, managing agent, or other owner/operator). A Landlord / Property Owner **may also be a Service User** where it directly operates the service.

1.2.7. **“Data Subject”** means the individual occupants or residents of properties whose personal data, including Energy Data, is processed under this DPA.

1.2.8. **“Energy Data”** means any data which originates from the Smart Meter Network the Processor accesses via the HomeLINK Service .

1.2.9. **“EU GDPR”** means the General Data Protection Regulation ((EU) 2016/679).

1.2.10. **“Permitted Purposes”** means the purposes for which the Energy Data may be processed, as set out in paragraph Annex 1 of this DPA.

1.2.11. **“UK GDPR”** has the meaning given to it in the Data Protection Act 2018.

1.3. For the purposes of this DPA, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

2. Data Protection

- 2.1 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This paragraph 2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 2.2 The parties have determined that, for the purposes of Applicable Data Protection Laws, the Service User shall process the Energy data set out in Annex 1 to this DPA, solely as a processor.
- 2.3 The Company will ensure that it has appropriate notices in place and will rely on the Trusted Consent Model operated via the HomeLINK Service. The Service User shall ensure that all Consumer consents required for the lawful access and transfer of Energy Data to the Service User are obtained through the HomeLINK onboarding and consent process.
- 2.4 In relation to the Energy Data, Annex 1 sets out the scope, nature and purpose of processing by the Company, the duration of the processing and the category of data.
- 2.5 Without prejudice to the generality of paragraph 2.1, the Service User shall, in relation to Energy Data:

2.5.1 ensure that the identification of Consumers is managed and verified through the HomeLINK onboarding process, which uses the physical Ei1000G Gateway and Meter Point Administration Number (MPAN) validation to confirm the resident's authority to provide consent. At the point of installation, an Ei1000G Gateway is installed at the property and registered in the HomeLINK Portal. This creates a secure and auditable link between the device and the specific property address. When the Service User creates a resident account, it is associated with that property and Gateway. During onboarding, the resident confirms or enters their MPAN. This MPAN is automatically validated against the registered

property address and Gateway. Consent can only be registered through the trusted consent API once this validation is successful. The Service User must ensure that:

- Resident accounts are created and maintained accurately, with correct property address information;
- The Ei1000G Gateway is correctly installed and registered to the relevant property; and
- Tenancy start and end dates are kept up to date within the HomeLINK Portal to support automated consent lifecycle management.

2.5.2 ensure that “Tenancy Start Date” and “Tenancy End Date” fields for properties and their respective residents are kept accurate and up to date in the HomeLINK Portal. These dates are used to manage consent lifecycles automatically — for example, when a tenancy ends, the associated consent is withdrawn, and data access is suspended via the trusted consent API. Accurate dates are essential to ensure that only the correct resident has access to Energy Data for the property at any given time.

Where the Service User is not the Landlord and/or Property Owner, the Service User shall ensure it has appropriate arrangements in place to obtain timely and accurate occupancy/tenancy information from the relevant Landlord and/or Property Owner, and shall keep Portal records up to date accordingly.

2.5.3 process that Energy Data only to the extent reasonable unless the Company is required by Applicable Laws to otherwise process that data. Where the Company is relying on Applicable Laws as the basis for processing data, the Service User shall notify the Company of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Service User from so notifying the Company on important grounds of public interest. The Service User shall inform the Company if, in the opinion of the Service User, the instructions of the Company infringe Applicable Data Protection Laws;

2.5.4 implement technical and organisational measures to protect against unauthorised or unlawful processing of Energy Data and against accidental loss or destruction of, or damage to, Energy Data, which the Service User has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

2.5.5 ensure that any personnel engaged and authorised by the Service User to process Energy Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

2.5.6 assist the Company insofar as this is possible (taking into account the nature of the processing and the information available to the Service User), and at the Service User's written request, in responding to any request from a data subject and in ensuring the Company's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

2.5.7 notify the Company within one Business Day on becoming aware of a personal data breach involving the Energy Data;

2.5.8 at the written direction of the Company, delete or return Energy Data and copies thereof to the Company on termination of the use of the service (unless the Service User is required by Applicable Law to continue to process that data). For the purposes of this sub-para. 2.5.6, Energy Data shall be considered deleted where it is put beyond further use by the Service User or Company; and

2.5.9 maintain records to demonstrate its compliance with this paragraph 2.5.

2.5.10 ensure that, upon withdrawal or expiry of a Data Subject's consent, all Energy Data relating to the affected property is purged and anonymised

within 30 calendar days. Once anonymised, the data no longer constitutes personal data under UK GDPR but may continue to be used in aggregated analysis and reporting. Access to Energy Data via the Smart Meter Network will be automatically suspended and removed through the Company's trusted consent APIs; no action is required from the Service User to facilitate this process. The Service User must maintain appropriate records to demonstrate that Energy Data has been purged and anonymised in accordance with this clause.

2.5.11 retain Energy Data following the withdrawal or expiry of Consumer consent only where the Service User is subject to a legal, regulatory, or contractual obligation that requires continued processing or retention of that data (for example, obligations arising from participation in government-funded programmes). In such cases, the Service User must:

- Ensure that the retention is limited strictly to what is necessary for compliance with the applicable obligation;
- Maintain documentation demonstrating the legal or regulatory basis for continued retention; and
- Cease processing and delete or anonymise the retained Energy Data as soon as the obligation no longer applies.

2.6 The Company hereby provides its prior, general authorisation for the Service User:

2.6.1 to appoint other processors to process the Energy Data, as sub-processors, provided that the Service User:

- (a) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Service User under this DPA, and;
- (b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Service User.

2.6.2 to transfer Energy Data outside of the UK as required for the Permitted Purposes, provided that:

- (a) the Service User shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws; and
- (b) the countries to which data is transferred and the locations in which data is held are located either (i) in the European Economic Area or (ii) in another country that is covered by UK adequacy regulations.

For these purposes, the Company shall promptly comply with any reasonable request of the Service User, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

2.7 Either party may, at any time on not less than 30 days' notice, revise this DPA by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this DPA).

<p>SIGNED by its duly authorised representative for and on behalf of HomeLINK Technologies Ltd.</p> <p>.....</p> <p>Signature</p> <p>.....</p> <p>Print name</p> <p>.....</p> <p>Title</p> <p>.....</p> <p>Date</p>	<p>SIGNED by its duly authorised representative for and on behalf of <i>[Service User]</i></p> <p>.....</p> <p>Signature</p> <p>.....</p> <p>Print name</p> <p>.....</p> <p>Title</p> <p>.....</p> <p>Date</p>
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ANNEX 1 TO THE DATA PROCESSING AGREEMENT

Particulars of processing

This Annex describes the categories of data that will be processed by the Service User; the types of data to be processed; the nature, scope and purpose of the processing; and the duration of the processing.

Category of data	Types of personal data	Data Subject	Nature, scope and purpose	Duration*
Energy	Electricity consumption / generation Gas consumption Energy Tariff(s) MPAN Property address Tenancy start and end dates	Occupants (Residents/Energy Consumers)	The data is required to validate Consumer identity and consent using physical Gateway and MPAN validation, retrieve MPANs for smart meter data access, monitor energy usage, manage consent lifecycles based on tenancy changes, demonstrate compliance with funding requirements, and support analysis of energy efficiency and fuel poverty interventions.	For the duration of the use of the HomeLINK Service

Authorised Users	Name Email address Telephone number (landline or mobile) Company name Job title Work address	Service User staff/Admins	The data is required in order to set up Authorised Users with access to the Services and to enable them to use the Subscription Service	For the duration of the use of the HomeLINK Service
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* Where the same data subject falls into more than one category – for example, if an Admin Account holder is also an Authorised User – then the applicable duration will be the longest duration stated in the relevant rows of the above table. Data that does not fall within the definition of “Energy Data” (as stated in this DPA) and personal data that has been anonymised may be retained and processed for longer periods than stated in the above table.

Note: Energy Data is considered deleted where it is put beyond further use. Anonymised data may be retained for longer periods.