
Hold Harmless 'Pop-up' Notice (click-through):

The following will appear as a 'pop-up' on the National Grid website when a third party tries to access the PwC report; the third party must accept these terms before the website allows access the report.

Notice re System Management Principle Statement report for the year ended 31 March 2017:

This notice concerns the System Management Principle Statement report for the year ended 31 March 2017 prepared for National Grid Gas plc ("**National Grid**") and dated 8 March 2018 (the "**Report**").

National Grid is prepared to allow a copy of the Report to be made available to you provided that you (on your personal behalf and, if you are accessing this Report on behalf of your employer in the scope of your employment duties, on your employer's behalf) acknowledge that you and, if appropriate, your employer (together, "**You**") enjoy such receipt for information purposes only and accept the following terms:

1. The Report was prepared by PricewaterhouseCoopers LLP (the limited liability partnership registered in England under registration no. OC303525 and with its registered address at 1 Embankment Place, London WC2N 6RH, United Kingdom) ("**PwC**") on National Grid's instructions and with only National Grid's interests in mind; this Report was not planned in contemplation of use by You. The Report cannot in any way serve as a substitute for any enquiries and procedures which You will or should be undertaking for the purposes of satisfying yourselves regarding any issue.
2. No work has been carried out nor have any enquiries of National Grid's management been made since 2 February 2018, being the date to which PwC carried out its fieldwork for the purposes of the Report. The Report does not incorporate the effects, if any, of any events or circumstances which may have occurred or information which may have come to light subsequent to that date. PwC makes no representation as to whether, had PwC carried out such work or made such enquiries, there would have been any material effect on the Report. Further, PwC has no obligation to notify You if any matters come to its attention which might affect the continuing validity of the comments or conclusions in the Report.
3. You acknowledge that PwC, its members, partners, employees and agents neither owe nor accept any duty or responsibility to You, whether in contract or in tort (including without limitation, negligence and breach of statutory duty) or howsoever otherwise arising, and shall not be liable in respect of any loss, damage or expense of whatsoever nature which is caused by any use You may choose to make of the Report, or which is otherwise consequent upon the provision of the Report to You.
4. PwC is not authorised to give explanations in relation to the Report. However, should any PwC member, partner, employee or agent provide You with any explanations or further information, You acknowledge that they are given subject to the same terms as those specified in this notice in relation to the Report.
5. The Report, or information obtained from it, must not be made available or copied, in whole or in part to any other person without PwC's prior written permission which PwC

may, at its discretion, grant, withhold or grant subject to conditions (including conditions as to legal responsibility or absence thereof).

6. Without conferring any greater rights than You would otherwise have at law, it is accepted that this notice does not exclude any liability which any party may have for death or personal injury or for the consequences of its own fraud.
7. A person or entity which is not a party to this notice, other than PwC, shall not be entitled to the benefit of this notice nor to enforce any rights under this notice pursuant to the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
8. This notice shall be governed and construed in accordance with the laws of England. The courts of England and Wales will have exclusive jurisdiction to settle any claim, dispute or difference which may arise out of or in connection with this notice.

To confirm your agreement to the terms of this notice, please click **'I accept'**. Otherwise, click **'I do not accept'**.