

ELECTRICITY AND GAS SUPPLY CONTRACT. GENERAL TERMS AND CONDITIONS

1. Purpose and terms of the contract

On the one hand, CYE Energía S.L.U. ("the Supplier") undertakes to deliver to the customer and holder of the supply point (the "Customer") the electricity and/or natural gas supply (the "supply") at the address indicated as the supply point in the Particular Conditions (the "Supply Point" or "CUPS"), and in accordance with the terms and conditions set out therein and in these General Terms and Conditions ("the Contract"), provided that there is no force majeure or fortuitous event, and in particular, provided that there is no impossibility on the part of CYE Energía S.L.U. and it is not due to causes attributable to it, to deliver the energy to the Customer.

On the other hand, the Customer undertakes to pay for the supply provided by CYE Energía S.L.U. in accordance with the terms and conditions of the Contract. The electricity or natural gas shall be supplied at the Supply Point and title, risk and liability in respect thereof shall pass from the Supplier to the Customer at said Supply Point, without prejudice to the liabilities legally corresponding to the Supplier, the Distributor or other system agents under the applicable sectoral regulations.

It shall be the sole responsibility of the customer carrying out an economic activity at the Supply Point to notify CYE ENERGÍA S.L.U. in a reliable manner of any alteration in the supply conditions that entails a modification of its economic activity or of its classification in the CRF category. This notification obligation extends to substantial variations in energy consumption arising from the replacement, renewal or modification of its equipment and installations.

Prior to the formalisation of the supply Contract, in the cases established by the applicable regulations, the Supplier has provided the Customer with a separate summary document of the Contract, which includes the main contractual conditions (identification of the Supplier, essential data of the Customer and the CUPS, the type of supply, the duration, the estimated start date, the price modality or price determination formula, additional services, renewal, permanence and penalty conditions, the right of withdrawal where applicable, the contractual modification regime, customer service and complaint channels, the right to change supplier and the final invoice or settlement regime). The formalisation of the Contract presupposes that the Customer has received or has had at its disposal said summary document, as expressly declared in the Particular Conditions.

2. Term and duration of the contract

This Contract shall enter into force from the date of its signature by both Parties and shall take effect from the start date of the Supply.

Its duration shall be twelve months from the start date of the supply, unless the Particular Conditions validly establish another duration permitted by the applicable regulations.

The Contract shall be automatically renewed for successive twelve-month periods if neither Party gives notice of its intention not to renew it within the following notice periods:

- a) thirty (30) calendar days for natural gas supplies and for high-voltage electricity supplies, unless the applicable mandatory regulations establish a shorter or more favourable period for the Customer;
- b) fifteen (15) calendar days for low-voltage electricity supplies, unless the applicable mandatory regulations establish a more favourable regime for the Customer.

In any event, natural-person consumers with a 2.0TD electricity supply may terminate the Contract and its renewals at any time and without penalty where so provided by the applicable regulations.

In natural gas supplies, the maximum duration, renewals, non-renewal notice periods and termination shall apply in accordance with the prevailing sectoral regulations. Customers entitled to the last-resort tariff, as well as any other customers protected by mandatory regulations, may terminate or not renew the Contract on the terms and without penalty established by said regulations, including, where applicable, termination of renewals with fifteen (15) days' notice and without penalty.

In the event that the Customer has contracted an energy product, hedging, structured price, additional service or modality with a permanence commitment, the duration, time horizon, energy affected, price, maximum penalty and cases of termination at no cost must be stated clearly, prominently and separately in the Particular Conditions or the corresponding annex, and shall require specific acceptance by the Customer where applicable. No permanence commitment shall limit rights of termination, withdrawal, change of supplier or termination at no cost recognised by mandatory law.

Notwithstanding the foregoing, the renewal of this Contract may be subject to verification of the Customer's solvency, on the terms permitted by the applicable regulations and by data protection regulations. As a consequence of said solvency verification, or in the event that during the previous term of the Contract any payment default has occurred, the provision of the Supply may be conditioned upon the Customer providing a sufficient payment guarantee in the form of a deposit, bank guarantee or bond, according to the model provided where applicable.

The amount of said guarantee shall be established in the Particular Conditions or in a reliable communication for each specific case. The return of the deposit or bond shall be made upon termination of this supply Contract, and CYE Energía S.L.U. may apply the corresponding part of said deposit or bond to the balance of matured, liquid and payable amounts pending payment.

In the event that the guarantee is not provided within fifteen (15) calendar days from the request, the Contract may be terminated without any obligation to compensate, provided that the guarantee had been validly required and following communication to the Customer of the consequences of not providing it.

CYE Energía S.L.U. may modify the economic conditions or any other conditions agreed in the Contract only on the terms permitted by the applicable regulations.

Any contractual modification must be notified to the Customer at least one (1) month before its effective date, by means of a communication separate from the invoice where so required, unless a mandatory rule expressly requires or permits another period.

Where the modification derives exclusively from regulatory changes, tolls, charges, taxes, officially published regulated costs or external concepts not available to the Supplier, these may be passed on to the Customer on the terms provided in the Contract and in the applicable regulations. However, where the modification affects margins, fees, management costs, commercial coefficients, constants, additional services or other parameters defined by the Supplier, the notice and right of termination at no cost regime provided in this clause shall apply.

The Contract shall be terminated if the Customer has reliably notified CYE Energía S.L.U. of its opposition to the modifications before their application, at no cost to the Customer. Otherwise, the new economic conditions shall be deemed accepted by the Customer and shall apply from the date communicated for that purpose.

Modifications arising from self-consumption, substantial changes in the consumption profile or installation of new equipment must be justified by objective, verifiable criteria communicated to the Customer. The notice period shall be one (1) month and the Customer may terminate without penalty if it does not accept the new conditions.

Specifically, in the event that the Customer has a self-consumption installation installed or installs one during the term of the Contract, CYE Energía S.L.U. may propose an adaptation of the contracted prices to reflect objective and verifiable differences in the consumption profile compared to the REE profile used to calculate the prices, following communication with one (1) month's notice and with the Customer's right to terminate the Contract without penalty if it does not accept the new conditions.

The Customer shall have the right to change supplier at no cost merely by virtue of the change, without prejudice to permanence penalties that, where applicable, have been validly agreed and are legally applicable. No penalty shall apply where the Customer terminates due to an unaccepted contractual modification, breach attributable to CYE Energía S.L.U., exercise of consumer rights, withdrawal, or any other legal case of termination at no cost.

In the event of a change of supplier, the Contract shall be terminated with respect to the affected Supply Point from the date on which the supply with the new supplier takes effect or from the date resulting from the applicable regulations. Said change shall not require the physical removal of the meter unless an effective cessation of supply occurs.

In the event of an effective cessation of supply, the Customer shall be obliged to provide access to the metering equipment when it is located inside the dwelling, premises or installation, always on the terms required by the applicable regulations and following due communication.

CYE Energía S.L.U. shall issue the final invoice or settlement within the maximum legally applicable period.

3. Start of supply and conditions precedent

The supply shall only commence when the following conditions are met, provided they are compatible with the applicable regulations:

(i) That the Customer is up to date with payment for its invoiced supplies and, where applicable, access tolls to the Networks, for which the Customer authorises CYE Energía S.L.U. to contact its previous supplier on its behalf in order to corroborate these matters;

(ii) That it has the regulatory Metering Equipment necessary for measuring and controlling consumption;

(iii) That in the event that the distributor requires a guarantee deposit at the time of contracting the ATR, the Customer makes it effective;

(iv) That in the event that the investigations of the Customer's credit risk infer insufficient solvency to guarantee payment of the Supply, the Customer provides the guarantee or bond that CYE Energía S.L.U. may request;

(v) That the ATR contract with the Distributor Company owning the same to which the Customer is connected at the Supply Point has entered into force. In the event that the Customer is responsible to the Distributor Company for processing the ATR and for direct payment of the invoices for the corresponding ATR costs, the Customer undertakes to send CYE Energía S.L.U. a notification to the address set out in the Particular Conditions of this Contract indicating the Supply Start Date, and the Customer must send said notification to CYE Energía S.L.U. no later than five (5) business days before said Supply Start Date. CYE Energía S.L.U. assumes no liability whatsoever in the event of not receiving said communication.

4. Representations

Both the Supplier and the Customer represent and mutually warrant that they have the necessary authorisations, permits, licences and registrations required to supply and receive electricity and natural gas respectively, on the terms of this Contract. This representation shall be deemed repeated on each day on which this Contract remains in force. Each Party shall make reasonable efforts to keep in force all authorisations, permits, licences and registrations required in connection with this Contract and shall make reasonable efforts to obtain those that may be necessary in the future.

5. Third-party access to distribution networks

In the event that the Particular Conditions of this Contract establish that the costs relating to the ATR are paid directly by CYE Energía S.L.U. to the Distributor Company, and therefore said costs are included in the Contract Price, the signature of this Contract constitutes the Customer's authorisation for CYE Energía S.L.U. to enter into the corresponding ATR contract on its behalf in order to provide the Customer with the electricity and/or natural gas supply at the Supply Point.

For these purposes, CYE Energía S.L.U. shall request the ATR from the Distributor Company and formalise the corresponding ATR contract, also notifying the Distributor Company that CYE Energía S.L.U. is the Customer's supplier. In addition, the Customer must provide CYE Energía S.L.U. with the assistance it may reasonably require, including the provision of any data necessary for the purpose of contracting, in its capacity as agent and/or substitute of the Customer, said ATR and to comply with the prevailing regulations and technical instructions of the Distributor Company. In any event, payment of the ATR costs shall be the exclusive responsibility of the Customer, without prejudice to CYE Energía S.L.U. being able to pay them in advance on the Customer's behalf.

Alternatively, in the event that the Particular Conditions of this Contract establish that the costs relating to the ATR are paid directly by the Customer to the Distributor Company, and therefore said costs are not included in the Contract Price, the signature of this Contract constitutes the Customer's undertaking to enter into the corresponding ATR contract with the Distributor Company, so that CYE Energía S.L.U. may provide the Customer with the electricity and/or natural gas supply at the Supply Point. For these purposes, the Customer shall request the ATR from the Distributor Company and formalise the corresponding ATR contract, also notifying the Distributor Company that CYE Energía S.L.U. is its supplier. In addition, in this case the Customer must provide CYE Energía S.L.U. with a copy of the ATR invoices sent to it by the Distributor Company, detailing the consumption in each billing period, no later than two (2) business days from receipt thereof by the Customer at the postal or email address set out in the Particular Conditions of this Contract, so that CYE Energía S.L.U. proceeds to invoice the Customer the Contract Price. In the absence of said information, the Parties agree that CYE Energía S.L.U. may, for the purposes of the invoicing provided in clause 7 of these General Terms and Conditions of the Contract, use an estimated monthly consumption in accordance with the provisions of said clause. Likewise, the Customer must provide CYE Energía S.L.U. with the assistance it may reasonably require, including the provision of any data necessary for the purpose of settling the energy relating to this Contract. The Customer undertakes to inform CYE Energía S.L.U. in advance of any change of holder or change of power requested with respect to the Supply Point before applying to the Distributor Company. Otherwise CYE Energía S.L.U. shall be entitled, at its discretion, either to terminate this Contract or to update the Contract Price.

In both cases, the guarantee deposit that may be legally required by the Distributor Company shall be the exclusive responsibility of the Customer, without prejudice to CYE Energía S.L.U. being able to pay it in advance on the Customer's behalf.

Likewise, the Customer undertakes to comply with the prevailing regulations and technical instructions of the Distributor Company. Furthermore, if the Customer wishes to modify the Contracted Power (in the case of electricity supply) or the contracted daily quantity (Qd) (in the case of gas supply for the tariffs to which it applies) specified in the Particular Conditions of this Contract, it must notify CYE Energía S.L.U. in writing, in order either to carry out the necessary procedures with the Distributor Company to process the new access request corresponding to said new powers, or to record said variation in the event that the Customer has processed the ATR directly with said Distributor Company. The Parties agree that said variation of Contracted Power shall only take effect once its feasibility has been approved by the Distributor Company. Likewise, except in the event that the Particular Conditions of this Contract establish that the costs relating to the ATR are paid directly by the Customer to the Distributor Company, and therefore said costs are not included in the Contract Price, or in the event that the cost of the ATR Power Term is explicitly included as a component of the Contract Price, CYE Energía S.L.U. shall send a new supply offer in accordance with the modification of Contracted Power requested by the Customer. If the Customer does not accept this new offer within the acceptance period established therein, and carries out the modification of the Contracted Power, it shall be understood that a cause of

early termination of the Contract attributable to the Customer has arisen. CYE Energía S.L.U. assumes no liability whatsoever for the rejection or delay by the Distributor Company in processing the modification of Contracted Power requested by the Customer, so that until it has been reliably carried out, invoicing shall continue to be made on the same energy and power terms set out in the Contract Price up to that moment. Nor shall any delay in processing the change of Contracted Power or the subjection by the Distributor Company of said modification to any action required of the Customer entailing an economic cost for the Customer give rise to compensation for direct or indirect damages by CYE Energía S.L.U. to the Customer.

Variations in tolls, charges, metering equipment rental, power excesses, reactive energy, guarantee deposits required by the Distributor, taxes, levies, territorial surcharges and other regulated concepts or concepts invoiced by the Distributor Company may be passed on to the Customer where they are legally chargeable and duly itemised in the invoice.

Automatic passing on without consideration as a contractual modification shall only apply to regulated concepts, officially published or invoiced by third-party system agents, provided they do not depend on a commercial decision of CYE Energía S.L.U. Any modification of margin, fee, management cost, commercial constant, commercial coefficient or additional service shall be considered a contractual modification and shall be subject to the notice and termination at no cost regime.

6. Metering equipment, reading and quality of supply.

The Customer undertakes to have Metering Equipment that complies with the requirements established at any time by the prevailing regulations.

In the event that the Metering Equipment operates deficiently or fails, and consumption data is not available, invoicing shall be carried out in accordance with the provisions enacted for that purpose. If such provisions have not been enacted, the historical consumption invoiced for the same period of the year and under similar operating conditions shall be taken as a reference.

In indexed modalities or with structured products, where consumption curves, hourly profiles, estimated consumption or other allocation parameters are used, CYE Energía S.L.U. shall inform the Customer of the methodology applied and shall provide, at the Customer's request, the information used to prepare the invoice.

The Customer shall not tamper with the Metering Equipment and shall allow the Supplier and the Distributor Company access to the Metering Equipment at all times for the purposes of taking the readings necessary for invoicing the Customer, examining its operation and ensuring its proper maintenance.

In accordance with RD 1955/2000, the Distributor Company is responsible for taking energy consumption readings. The Supplier shall use these readings for invoicing the Customer.

The electricity supply shall be provided under the conditions of regularity and quality established in RD 1955/2000, RD 88/2026, as well as any other regulations replacing or amending the foregoing, attending mainly to continuity of supply (number and duration of interruptions) and product quality (voltage wave characteristics).

Responsibility for the availability and quality of the physical supply in the network corresponds, in accordance with RD 1955/2000 and the prevailing sectoral regulations, to the Distributor Company of the area, owner of the network to which the supply point is connected. CYE Energía S.L.U. shall not assume liability for alterations, interruptions, overvoltages or variations in voltage or frequency levels originating in the distribution or transmission network, to the extent that such incidents are attributable to the actions of the Distributor Company in the exercise of its technical functions, and provided that CYE Energía S.L.U. has not incurred a lack of diligence in the exercise of its own contractual or legal obligations. CYE Energía S.L.U. undertakes to pass on to the CUSTOMER the bonuses, discounts or compensation recognised by the Distributor Company for breaches in the quality of supply, in accordance with the provisions of the following paragraph.

Failure to meet quality indices shall give rise to the invoicing discounts established in the aforementioned RD 1955/2000. The bonuses, discounts and compensation recognised by the Distributor Company shall be passed on to the Customer in the invoice as soon as they are communicated by the latter to CYE Energía S.L.U. in accordance with RD 1955/2000 and applicable regulations.

The maximum powers that the CUSTOMER may demand shall be those established in accordance with the prevailing legislation, its voltage and contracted power being those reflected in the network access contract.

7. Invoicing

CYE Energía S.L.U. shall invoice the Customer for the electricity and/or natural gas consumption made during the previous period, as well as other amounts for any other concepts owed by the Customer corresponding to said period, in accordance with the terms of this Contract and its annexes. In the event of not having the corresponding consumption data within the period indicated above, CYE Energía S.L.U. shall invoice according to the best possible estimate provided by the Distributor Company, subsequently carrying out a regularisation when the actual consumption data is available. Said regularisation shall be carried out at least annually, based on actual readings, counting said annual regularisation period from the moment the Distributor Company responsible for reading provides CYE Energía S.L.U. with the actual consumption data for each CUPS and billing period. CYE Energía S.L.U. undertakes to provide, where the customer so requires, all the information used to prepare the invoice, without prejudice to the protection of personal data, trade secrets or third-party information.

CYE Energía S.L.U. shall offer the Customer, where required, access to electronic invoicing, online invoice consultation, invoicing history and free customer service channels regarding invoicing. The issuance of electronic invoices shall require consent where so required; in the case of consumers or users, said consent may be revoked at any time, and they may request at no cost the receipt of paper invoices or another equivalent medium where applicable.

CYE Energía S.L.U. may increase the invoicing frequency for supplies with more than 50,000 KWh of annual consumption when the cost of energy exceeds 150 euros/MWh, following information to the Customer, provided that said modification does not contravene the applicable regulations.

In the event of incorrect, delayed or estimate-based invoicing that must be regularised, CYE Energía S.L.U. shall proceed with the rectification, compensation, reimbursement or re-invoicing that corresponds in accordance with the applicable regulations.

8. Payment

CYE Energía S.L.U. is authorised to collect payment by direct debit from the account designated in the Particular Conditions, unless the Customer has the right to choose another means of payment in accordance with the applicable regulations. The date on which payment must be made shall be the date of receipt, by the bank in which the direct debit has been set up, of the communication with the amount to be paid.

The Customer declares that it has given the appropriate instructions to said bank and undertakes to notify any change in the bank account number from which payment of the charges generated by this Contract will be debited. Likewise, this undertaking also exists in the event that the holder of the bank account is different from the Holder of the Contract.

Any returned direct debit may generate a cost of 1% of its total amount, with a minimum of €50, to which shall be added the cost of sending the burofax (if issued), and default interest on outstanding amounts accruing day by day at the legal interest rate + 4 percentage points. In the event of discrepancies in the calculations included in the invoice, the Customer undertakes to pay, within the established period, the amount corresponding to the undisputed part.

Any returned direct debit may generate the passing on of costs actually borne and duly justified by CYE Energía S.L.U., provided they are proportionate and legally chargeable. In contracts covered by consumer and user protection regulations, no minimum amounts, penalties or costs shall apply other than those responding to real, proportionate and verifiable costs.

Matured, liquid and payable amounts may accrue default interest in accordance with the rate agreed in the Particular Conditions or, failing that, in accordance with the applicable regulations.

In the event that the customer's credit capacity is modified or the Customer's bank returns any of the receipts issued by CYE Energía S.L.U., the latter may require the Customer to provide a payment guarantee in the form of a deposit or bank guarantee or bond, according to the model provided where applicable. The amount of said guarantee shall be established in said request.

In the event that the customer has contracted with the Supplier third-party access to distribution networks, CYE Energía S.L.U. reserves the right not to honour payments charged by the Distributor Company in the event that the Customer breaches its obligations under this Contract and, in particular, fails to pay when due any amount owed under this Contract and said breach is not remedied within five (5) business days from receipt of the corresponding breach notification sent by CYE Energía S.L.U.

Suspension of supply:

In the event of delay or non-payment by the Customer of any matured invoice and, without prejudice to the provisions of clause 12 of these general terms and conditions, CYE Energía S.L.U. may request the Distributor Company to disconnect or cut off the supply in accordance with the prevailing regulations if, after the payment period has elapsed and following a request from CYE Energía S.L.U., the matured debt has not been paid. The exercise by CYE Energía S.L.U. of the right to suspend supply does not relieve the Customer of the obligation to pay the amounts owed under the Contract. In such cases, supply shall not be restored until the Customer has made all payments owed (including that corresponding to the estimated invoice that may be issued for the days elapsed from the last invoiced period until the time of disconnection), as well as accrued default interest and the costs incurred by the suspension and eventual restoration of supply. Likewise, supply may be suspended:

- a) In cases of force majeure, as defined in these General Terms and Conditions.
- b) In general, in the cases provided for in the prevailing regulations and, in particular, breach of any obligation imposed on the Customer as a user of the service, for reasons of safety or risk to persons or property, or performance of necessary maintenance, repair, extension or replacement work on installations.
- c) For breach of the obligations of this Contract.
- d) For contractual termination.

The Customer is obliged to pay the administrative costs arising from the process of suspension or disconnection of supply for non-payment, such as sending a burofax or certified communications.

All of the foregoing is agreed without prejudice to the cases exempted by application of consumer and user regulations and sectoral regulations regarding vulnerable consumers, severely vulnerable consumers, consumers at risk of social exclusion, essential supplies or other protected customers. To this end, CYE Energía S.L.U. makes available to the customer information on the existence of protection mechanisms, social bonus, last-resort tariff, social services, deferral, instalment payment or any other right provided for in the applicable regulations.

9. Economic conditions

The economic conditions of this contract shall be subject to the contract modality chosen by the customer in the particular conditions, including, where applicable, the third-party access modality to distribution networks, the type of contract, fixed price, indexed price, structured product, self-consumption, additional service or any other contracted modality.

The price of the power term, fixed term, variable term, energy, fees and other applicable concepts shall be that defined in the Particular Conditions, without prejudice to regulated changes that are legally chargeable.

The power to be invoiced in each time period shall be calculated in the same way as for its access tariff according to the regulations in force in said period, RDL 148/2021 and subsequent provisions.

In the case of contracting through CYE Energía S.L.U. third-party access to distribution networks, CYE Energía S.L.U. shall pass on to the customer each and every one of the costs invoiced to it by the Distributor Company in relation to this contract, and in particular and by way of example and not limitation, access tariffs, metering equipment rental, power excesses, reactive energy supplement, any voluntary complementary service that the Customer may request, the Special Tax on Electricity accrued on concepts not included in the Contract Price (provided it is applicable), the guarantee deposit that may be required, where applicable, by the Distributor Company, and other amounts or costs arising at or from the Supply Point. Likewise, variations that these components may undergo with respect to the reference values indicated in the particular conditions shall be automatically passed on to the prices from the moment they enter into force, without this being considered a modification of the contractual conditions.

In general, any modification of regulated costs occurring during the execution of the Contract shall be passed on to the Customer upwards or downwards where legally applicable. Any modification of non-regulated commercial components shall be subject to the contractual modification regime provided in these General Terms and Conditions.

Likewise, CYE Energía S.L.U. shall pass on to the Customer any amount claimed by the Distributor Company due to re-invoicing of consumption or resulting from inspection reports in relation to the Customer's supply point.

The contribution to the social bonus (RDL 6/2022) shall be invoiced on a separate line and shall be updated in accordance with the regulatory changes at any given time.

In the case of being covered by the Self-consumption modality with simplified compensation through its corresponding Distributor, CYE Energía S.L.U., at the customer's request through the annex corresponding to the contract, shall offset the value of surplus energy in accordance with the provisions of RD 244/2019. The price used for said compensation shall be:

- In the peninsula, the weighted OMIE price with the photovoltaic production surplus curve where said curve is available, and otherwise, the arithmetic average price of the central hours of the day (from 13:00 to 16:00 both inclusive) multiplied by 0.98.

- In the non-peninsular system (Balearic Islands), the weighted price of (SPHDEMh – Sphauto) with the photovoltaic production surplus curve shall be used for compensation where said curve is available, and otherwise, the arithmetic average price of the central hours of the day (from 13:00 to 16:00 both inclusive) multiplied by 0.98.

Deducting in both cases the operating expenses and management services or "solar wallet" services where applicable, as described in the annex corresponding to Self-consumption or in the particular conditions. In the event that the "solar wallet" service has been chosen, the value of the surplus energy that could not be offset in the invoice shall be saved to be applied to any invoice of the same VAT number while the self-consumption supply is active with CYE Energía S.L.U.

In the event that the annex with the compensation conditions for surplus self-consumption energy has not been signed, the amount described in the previous paragraph shall be paid, provided that this surplus is recognised and measured by the distributor, but multiplied by 0.8 instead of 0.98.

All taxes or levies in force at the date of formalisation of the Contract or any other that may replace them in the future shall be applied to the price resulting from applying the following sections, according to the rate defined in the legislation in force in the billing period: electricity tax or hydrocarbon tax, value added tax, other territorial taxes and surcharges that may exist or be established.

1st Energy price modalities for electricity supply

a) Fixed price modality

The Customer shall pay CYE Energía S.L.U. for the energy supply the price determined in the Particular Conditions.

This price shall remain firm during the term of the Contract, except for regulatory changes and/or the modification or creation of any tax or cost passed on to demand accruing as a consequence of the supply.

In the event that the customer has a self-consumption installation installed or installs one during the term of the contract, CYE reserves the right to modify the contracted prices giving 15 days' notice to take into account the differences in the customer's consumption profile compared to a customer without self-consumption. For its part, the customer shall have the right to cancel the contract if it does not agree with the new economic conditions without any penalty being charged.

b) Pool-indexed price modality - Pass Through

In this case the energy price shall be defined by the sum of the following concepts detailed below: cost of energy (depending on whether the supply is located in the peninsular or non-peninsular system), and CYE Energía S.L.U. fees.

(i) Cost of energy:

The Cost of Energy shall be calculated from the Final Average Price for Suppliers and Qualified Customers published monthly by the National Commission on Markets and Competition (www.cnmc.es) applied at Central Busbars (hereinafter B.C.) and any cost applied to demand that has not been taken into account in the following formula shall be added or modified. This price includes the concepts of Daily Market, Complementary Services, Technical Restrictions, regulated costs of financing the System Operator and Market Operator and Power Guarantee (or capacity payment, corrected to the Access Tariff corresponding to the Supply), and shall be increased by the coefficient corresponding to the Municipal Tax according to the rate defined in the legislation in force in the billing period (1.5% at the date of signature of this Contract). The formula for hourly calculation of the cost of energy is:

$$CFEh = (ERh \times CEh) \times (1 + PTh) \times (1 + Im) \times (1 + Cfin) + \text{others where,}$$

CFEh = Final cost of energy at hour h (€); ERh = Actual energy measured at the Recorder at hour h (kWh); PTh = Transmission losses at hour h (Circular3/2020) (%) corrected by the Kest coefficient published by REE; Cfin = Financing cost = 0.75% (may be reviewed quarterly based on the 12-month Euribor using the following formula: $Cfin = 0.15 \times (\text{Euribor} + 3\%)$); Im = Municipal Tax of Local Treasuries (1.5% RDL/2/04 Art.24); , others= Cost published for the contribution to the Energy Efficiency Fund (AFNEE: art. 70.1 of Law 18/2014 or subsequent)

For supplies located in the peninsular system:

CEh = Cost of energy at hour h (€), which shall be calculated using the following formula: $CEh = MDh + REh + POSh + FOM + FOS + PCh + Cdsvh$, where,

MDh = Daily market price at hour h; REh = Price of technical restrictions at hour h; POSh = Price of security operation processes at hour h (including power reserve, interruptibility service, PO 14.6 balance, UPG nomination failure, cost associated with demand flexibilisation, and secondary band); FOM = Regulated cost of financing the market operator; FOS = Regulated cost of financing the system operator; PCh = Capacity payment at hour h corrected to the corresponding access tariff; Cdsvh = Portfolio deviation cost indexed to the deviation price of each hour according to the following formula: $Cdsvh = 0.08 \times (DESvh_{min} + 3 \times DESvh_{max}) / 4$ where $DESvh_{max}$ and $DESvh_{min}$ are the maximum and minimum deviation prices at hour h, and $DESvh$ being the arithmetic mean of the deviation of each quarter-hour published by REE for hour h, according to the formula: $DESvh = \text{SUM}(DESvhq) / 4$; unless any other value is agreed and reflected in the particular conditions based on the particularities of the supply's consumption profile.

For supplies located in the non-peninsular system (Balearic Islands):

CEh = Cost of energy at hour h (€), which shall be calculated using the following formula: $CEh = SPHDEh + RETOS + PCh + Cdsvh$, where,

SPHDEh = Energy price at hour h depending on the non-peninsular system; RETOS = System operator remuneration; PCh = Capacity payment at hour h corrected to the corresponding access tariff; Cdsvh = Portfolio deviation cost indexed to the deviation price of each hour published by REE according to the following formula: $Cdsvh = 0.1 \times Scdsvh$ where $Scdsvh$ are the deviation prices depending on the non-peninsular system at hour h, unless any other value is agreed and reflected in the particular conditions based on the particularities of the supply's consumption profile.

Any regulated cost that may appear or change shall be added or modified.

(ii) Fees:

CYE Energía S.L.U.'s fees for the services provided shall be calculated monthly as the product of the fees indicated in the Particular Conditions by the monthly energy consumed by the Customer. The Management Costs shall be those indicated in the Particular Conditions.

Energy products:

To modality b) (Pass-through) "energy products" may be applied during a given time horizon by signing an annex to the contract. These are temporary price modifications for a defined percentage and horizon; therefore, the horizon and percentage of energy established for each energy product contracted in the signed annexes shall prevail, being governed by said modality. These products shall always have a permanence commitment during the contracted horizon, such permanence applying to all that has been contracted (that is, both to the initial contract of modality b and to the energy product annexed thereto).

During the term of the contracted horizon, and for the established % of energy, the cost of energy shall be defined as follows depending on the energy product contracted:

(i) STRUCTURED STABLE price product by periods:

During the time horizon and for the established % of energy, the Cost of Energy shall behave as an invariable price defined in the signed annex which shall remain firm, except for regulatory changes and/or the modification or creation of any tax accruing as a consequence of the supply or, when the contracted horizon exceeds 12 months in duration, or being 12 months, its start exceeds 3 months from the signature of the energy product, CYE Energía S.L.U. shall adjust the signed price on 1 January each year by applying upwards or downwards the variations undergone in the arithmetic average prices of the adjustment services published by REE at the following link: <https://www.ree.es/es/datos/mercados/componentes-precio-energia-cierre-desglose>. Said adjustment shall be calculated as the difference between the arithmetic average cost of said costs for the 12 months prior to signature and the 12 months prior to the moment of adjustment.

(ii) STRUCTURED STABLE price product by periods with free SSAA (Adjustment Services):

During the time horizon and for the established % of energy, the Cost of Energy shall behave as an invariable price defined in the signed annex which shall remain firm, except for regulatory changes and/or the modification or creation of any tax accruing as a consequence of the supply. This price shall not include the costs of adjustment services, which shall be invoiced on a separate line using the following formula:

$$SSAAh = ERh \times (REh + POSh) \times (1 + PTh) \times (1 + Im) \times (1 + Cfin)$$

Where:

ERh = Actual energy measured at the Recorder at hour h (kWh); PTh = Transmission losses at hour h (Circular3/2020) (%) corrected by the Kest coefficient published by REE; Cfin = Financing cost = 0.75% (may be reviewed quarterly based on the 12-month Euribor using the following formula: $Cfin = 0.15 \times (\text{Euribor} + 3\%)$); Im = Municipal Tax of Local Treasuries (1.5% RDL/2/04 Art.24), REh = Price of technical restrictions at hour h; POSh = Price of security operation processes at hour h (including power reserve, interruptibility service, PO 14.6 balance, UPG nomination failure, cost associated with demand flexibilisation, and secondary band)

(iii) INDEXED price product with OMIP CLOSING by periods:

For supplies located in the peninsular system:

During the time horizon and for the established % of energy, the Cost of Energy shall be calculated as a pool-indexed price (Pass-through) with the exception that the Daily market price at hour h (MDh) shall be replaced by MDh_OMIP defined by the following formula:

$$MDh_OMIP = MDh + P_{cierre_OMIP} - P_{medio_periodo}, \text{ where,}$$

MDh_OMIP = Price resulting at hour h applying the OMIP closing, MDh = Daily market price at hour h, P_cierre_OMIP = Price of the product closed on OMIP in the contracted period, and P_medio_periodo = Arithmetic average price of all hours included in the billing period.

For supplies located in the non-peninsular system (Balearic Islands):

CEh = Cost of energy at hour h (€), which shall be calculated using the following formula: $CEh = SPHDEh_OMIP + RETOS + PCh + Cdsvh$, where,

$$SPHDEh_OMIP = SPHDEh + P_{cierre_OMIP} - (SPHDEh - Sphauto)_{medio_periodo}, \text{ where}$$

SPHDEh_OMIP = Price resulting at hour h applying the OMIP closing, SPHDEh = Energy price at hour h depending on the non-peninsular system, P_cierre_OMIP = Price of the product closed on OMIP in the contracted period and (SPHDEh - Sphauto)_{medio_periodo} = Arithmetic average price of the subtraction SPHDEh - Sphauto for all hours included in the billing period.

In the event that the customer has a self-consumption installation installed or installs one during the term of the contract, CYE reserves the right to modify the contracted prices giving 15 days' notice to take into account the differences in the customer's consumption profile compared to a customer without self-consumption.

c) Pool-indexed price modality - Pass Pool

In this case the energy price shall be defined by adding the products of the energy terms by the consumption made in each of the periods, where the Energy Term of each period shall respond to the following formula:

$$TEi = MDh \times Ki + Ai \text{ where } i \text{ is the tariff period where,}$$

MDh = Daily market price at hour h

The constant Ai (which includes among others the tolls and charges as well as the rest of the costs applicable to demand) and the coefficient Ki (which includes system losses and the regulated municipal tax cost) shall be defined in the particular conditions of the contract and the changes in the regulated costs they include shall be applied to them upwards or downwards.

d) Management cost:

The Management Costs shall be those indicated in the Particular Conditions where applicable.

e) Administrative cost:

Only for electricity supplies with the 2.0TD tariff, and only if the customer initially opted to receive the invoice on paper, they shall pay 1.2 euros per invoice issued. This cost shall not be charged if a management cost is already applied, nor if it is a request to change from electronic to paper invoicing.

In the event that the option of 100% renewable energy has been chosen in the particular conditions, the additional cost of the GDOs (renewable origin guarantees) shall be added, in the OTHER term or on a separate line, to the price agreed in said conditions.

In the case of special supplies, understood as irrigation or seasonal supplies where it is impossible to predict consumption based on historical data from previous years, a multiplier of 1.5 may be added in the calculation of Cdsvh provided that this circumstance is indicated in the particular conditions.

2nd Price modalities for natural gas supply

a) Fixed price modality

The Customer shall pay CYE Energía S.L.U. for the energy supply the price determined in the Particular Conditions.

This price, both for the fixed term and the variable term, shall remain firm during the term of the Contract, except for regulatory changes, changes in the access tariff invoiced by the distributor, in which case the differential between tariffs shall be applied for the fixed term and that informed in the CCPP for the variable term and/or the modification or creation of any tax accruing as a consequence of the supply.

b) Indexed modality

The price of the fixed term shall remain firm during the term of the Contract, except for regulatory changes, changes in the access tariff invoiced by the distributor (in which case the differential between tariffs shall be applied) and/or the modification or creation of any tax accruing as a consequence of the supply.

In this case the price of the variable term shall be defined by the sum of the following concepts detailed below: molecule cost, coefficient K cost, constant A cost and tolls.

Variable term = MIBGAS x K + A + tolls

Molecule cost (MIBGAS):

It shall be the weighted average with daily consumption of the auction price (Daily Auction Price) of the intraday product (GWDES) published by the Iberian Gas Market (MIBGAS) during the billing period.

Coefficient K:

Multiplier coefficient of the molecule cost that takes into account the costs of the municipal tax, losses and imbalances.

Constant A:

This constant includes the rest of the acquisition and availability costs of the gas at the supply point excluding taxes. Among others, it includes storage costs, CORES, other regulated costs of the sector such as the cost published for the contribution to the Energy Efficiency Fund (AFNEE: art. 70.1 of Law 18/2014 or subsequent) and AFNSSE, CYE Energía S.L.U. fees.

Any modification of the regulated costs that may occur during the execution of the contract, whether upwards or downwards, shall be passed on to the customer, including those relating to the access tariff invoiced by the distributor, in which case the price informed in the particular conditions for constant A and the tolls for each tariff shall be applied.

CYE Energía S.L.U. reserves the right to modify the value of constant A for the Customer, notifying it at least one (1) month in advance of its effective date after the first 12 months of the contract, provided that there has been no renewal of the permanence commitment.

Any modification of non-regulated commercial components shall be subject to the contractual modification regime provided in these General Terms and Conditions

10. Early termination

The Contract may be terminated early, in addition to the causes set out in this Contract and the cases provided by law, by the occurrence of any of the following causes:

(i) Mutual agreement between the parties.

(ii) In the event that one of the Parties seriously or repeatedly breaches any of its obligations under this Contract, other than payment obligations, and said breach is not remedied within five business days following notification of such breach. In the event that the Customer has contracted more than one Supply Point with CYE Energía S.L.U., the non-breaching party may request individual terminations per Supply Point that do not entail contractual termination for the remaining Supply Points subject to the Contract.

(iii) In the event that the Customer repeatedly breaches its payment obligations under this Contract.

(iv) Loss of credit capacity of both the Customer and its guarantor; understood as such, by way of example and not limitation, the reduction of its solvency rating by at least one rating agency or credit or solvency rating entities, as well as in the event of partial or total withdrawal of any credit risk coverage by any insurance company with which CYE ENERGÍA S.L.U. may have partially or totally covered the eventual credit risk of the Contract, or incidents that it may have in bad debtor registries and unpaid obligations.

(v) In the event that CYE Energía S.L.U. requires the customer to provide a guarantee for any of the cases described in clauses 2, 3 and 8, and the customer does not provide it within fifteen (15) calendar days from the sending of said request.

(vi) CYE Energía S.L.U. may also request early termination of this Contract in the event that, for a cause not attributable to CYE Energía S.L.U. and once one (1) month has elapsed since the signature of this document, the ownership of the ATR contract relating to the Supply Point has not been perfected in favour of the Customer.

(vii) For eviction or any other analogous situation entailing the loss of ownership by the Customer over the Supply Point.

(ix) For exercise by the Customer of rights of withdrawal, termination due to contractual modification, change of supplier or any other right recognised by mandatory regulations.

In the event of early termination of the contract (or energy product) for a cause attributable to the Customer, during its initial term, except where the holder is eligible for the social bonus, or for natural persons where the supply has a contracted power of less than 15kW and an indexed price modality, where a permanence commitment has been agreed in the particular conditions or the fixed price modality or any of the energy products has been chosen during their term, the following penalty shall accrue in favour of CYE Energía S.L.U.:

In "fixed price modality" or for any energy product: 5% of the energy estimated until the next annual completion of the contract pending supply, at the price applicable at the time of termination. For all cases of contract other than 2.0TD and/or consumers and users (in which said penalty shall be the only one, and referring only to the first year of the contract's duration), the difference between the time-weighted average of the OMIP closing prices on the day of signature of the contract for the closed periods and the time-weighted average of the OMIP closing prices on the day of early cancellation for the pending periods shall also be added, multiplied by the energy pending supply in the period with permanence commitment, where this is positive.

In "indexed price modality": 5% of the energy estimated until the next annual completion of the contract pending supply at the average price invoiced for the energy term from the start of the contract until the moment of termination.

For these purposes, the energy pending supply shall be calculated as the difference between the estimated annual consumption based on the consumption of the last 12 months, and that actually consumed up to the moment of termination.

In business or self-employed contracts individually negotiated, an additional compensation may be agreed for unwinding hedges or associated financial products agreed in the Particular Conditions or corresponding annex.

No penalty shall apply in the following cases: natural-person consumers 2.0TD where the regulations recognise termination without penalty; customers eligible for social bonus or vulnerable consumers where the regulations prevent it; customers entitled to the natural gas TUR in the cases protected by the applicable regulations; termination of natural gas renewals with the legal notice period where applicable; withdrawal within the period; termination due to unaccepted contractual modification; breach attributable to CYE Energía S.L.U.; change of supplier where no valid permanence exists; or any other legal case of termination at no cost.

Failure to give notice by the Customer shall not generate a permanence penalty if there is no agreed and applicable permanence commitment. However, the Customer must pay the consumption, services and concepts accrued up to the effective date of termination of supply or change of supplier.

In the event that the contract has agreed a deferred entry into force at a certain future date, with a change of supplier managed by CYE Energía S.L.U., if the customer terminates the contract before entry into force (but after the withdrawal period has expired, in the case of a consumer or user for the purposes of R.D.L. 1/2007), the penalty indicated in this clause shall apply in favour of the supplier, in accordance with the type of contract signed.

11. Withdrawal

The Customer, provided it is a consumer or user for the purposes of R.D.L. 1/2007, may withdraw from the Contract, leaving it without effect, without the need for justification and without any penalty, by declaring it unequivocally (to the address, fax or email indicated in the heading), and within a period of fourteen (14) calendar days from signature, using a formula similar to that indicated in italics:

CYE ENERGÍA S.L.U. – Av. Antonio Ferrandis 8, office K - 46013 Valencia

In relation to the Electricity and/or Natural Gas Supply Contract signed, I exercise my right of withdrawal with respect to said contract, whose identification data are:

Company Name / Name and Surname:

VAT No. / Tax ID No.:

CUPS:

Date:

Signature:

The Customer may expressly authorise that the electricity and/or natural gas supply may begin, where applicable, during the withdrawal period. In the event of withdrawal and where a service accrues up to the date of termination or cessation of the electricity and/or natural gas supply in favour of CYE Energía S.L.U., the Customer must pay the corresponding invoiced amounts, as set out in this Contract.

The customer may request more information on the exercise of the right of withdrawal from the customer service centre, or download it directly from the website:

https://intranet.cye-energia.com/docs_public/DESIST_202201_es.pdf

12. Force majeure

Neither the Customer nor CYE Energía S.L.U. shall be liable for breach of the Contract in cases of force majeure, understood as an unforeseeable or unavoidable event beyond the control of the affected Party that prevents total or partial performance of its obligations and, in particular, if there is an impossibility on the part of CYE Energía S.L.U. to acquire or deliver the electricity and/or natural gas to the Customer, for causes not attributable to it, or due to direct or indirect intervention of third parties outside this Contract.

Force majeure shall not exonerate from performance of matured, liquid and payable monetary obligations nor of other duties that are reasonably and legally enforceable.

13. Liability

Except in cases of wilful misconduct and the cases expressly provided in other provisions of this Contract, neither Party shall be liable to the other for indirect damages or loss of profit arising from breach of this Contract nor for indirect damages or loss of profit caused to third parties for which that party is liable. In no event shall CYE Energía S.L.U. be liable for damages caused to the Customer or third parties by reason of actions or omissions of the Customer itself or of third parties that are not directly attributable to CYE Energía S.L.U., and in particular in the event of cuts in the electricity and/or natural gas supply caused by actions or omissions attributable to the Distributor Company. The Customer shall be solely responsible for remedying any anomaly detected and, in general, for keeping its electricity and/or natural gas installations, emergency lighting, and fire extinguishing equipment in adequate condition.

14. Customer service, complaints and claims

CYE Energía S.L.U. makes available to the Customer the following free customer service, complaints and claims channels (centralised in the figure of the Customer Service Department -SAC-):

Customer service telephone: 900 902 788

Postal address: CYE ENERGÍA S.L.U. – Customer Service Dept., C/ Antonio Ferrandis, 8 local K, 46013 Valencia.

Email: clientes@cy-e-energia.com

Claims may be addressed to the Customer Service Department and may refer, among other matters, to contracting, invoicing, collections, reading or estimation of consumption, change of supplier, suspension or restoration of supply, quality of service, additional services, withdrawal, contractual termination or data protection.

CYE Energía S.L.U. shall acknowledge receipt of claims submitted by the Customer and shall inform of a tracking number or reference. Claims shall be resolved within the legally applicable period and, in the absence of a specific period, within a reasonable period, seeking their rapid, transparent and equitable resolution.

If the claim is not resolved satisfactorily in the Customer's judgement, it may resort to the administrative bodies, alternative dispute resolution entities, consumer arbitration boards, competent regional authorities, CNMC, competent energy bodies or courts that correspond under the applicable regulations.

You are expressly informed of the possibility of resorting to alternative dispute resolution mechanisms where applicable.

Likewise, you are informed that CYE Energía S.L.U. is indefinitely adhered to the National Consumer Arbitration Board, Directorate General for Consumption, Ministry of Social Rights, Consumption and Agenda 2030 as an ADR entity, for resolution through arbitration in law and with prior mediation.

15. Notices

Any notice or information that a Party must send to the other Party in relation to this Contract shall be made by burofax, certified mail or email with acknowledgement of receipt and shall be sent to the recipient at the contact address indicated in the Particular Conditions.

16. Applicable law and jurisdiction

In the case of legal or natural persons acting for a purpose related to their commercial, business, trade or professional activity, all disputes that may arise in relation to this Contract shall be submitted to the Jurisdiction of the Courts of the city of Valencia, unless a different mandatory venue applies. In the case of natural persons outside the aforementioned cases, the parties submit to the Courts and Tribunals of the consumer's or user's domicile. This Contract shall be interpreted under common Spanish law.

In the event that any of the provisions contained in the Contract is declared null by any competent court or authority, it shall be deemed not included and the nullity of said provision shall not affect in any way the rest of the provisions of the Contract. The Parties, in such case, undertake to negotiate in good faith and in accordance with the spirit of the Contract, an alternative wording to the provision declared null.

17. Additional information on data protection

CYE ENERGÍA, S.L.U., with VAT No. B98516693, located at Avenida Antonio Ferrandis 8, 1st Floor, Office K, 46013 Valencia, is the Controller of the processing of the Data Subject's personal data and informs you that these data shall be processed in accordance with the provisions of Regulation (EU) 2016/679, of 27 April (GDPR), and Organic Law 3/2018, of 5 December (LOPDGDD), for which the following processing information is provided:

Joint Controller: processing responsibility is shared with the company INFORMA ENERGIA SL, VAT No. B72833155, located at Avenida Antonio Ferrandis 8, Office L, 46013 Valencia.

Data Protection Officer: IvarsTec Protección de Datos, Calle Conde Altea No. 20-Floor 6, 46005 VALENCIA - dpo@ivartec.com – 963 51 52 03

Origin of the data: The data have been provided by the data subject or their legal representative. The information you have provided to us has been provided voluntarily, with accurate, truthful and complete data, the data subject being solely responsible for any damage or loss, direct or indirect, that CYE ENERGIA or third parties may cause as a consequence of having provided false or inaccurate data. Likewise, they undertake to communicate any modification thereof as soon as possible.

Purposes of the processing:

I. To maintain the contractual relationship with the data subject in order to manage the provision of the contracted energy supply service, as well as all procedures arising therefrom and customer service.

II. To offer you, through the means you have provided to us, including telematic means, information derived from your products or services, as well as information from collaborators, provided that you have given us your consent.

III. To request information from solvency and credit files in order to assess your financial or credit solvency and to be able to determine the decision to grant or deny the requested supply, as well as to condition its entry into force or determine payment guarantees.

IV. Monitoring of your energy data, including consumption, usage patterns and any other information related to the energy supply, for the purpose of optimising the service, offering personalised recommendations, guaranteeing the quality of supply and complying with the objectives of this contract.

The legal basis for each processing shall be that indicated for each purpose. Withdrawal of consent shall not affect the lawfulness of processing based on consent prior to its withdrawal nor processing necessary for the performance of the Contract or compliance with legal obligations.

Legitimation of the processing: for the legitimate interest of the controller, art. 6.1.f GDPR and sending communications about products or services, with the consent of the data subject, art. 6.1.a GDPR.

Monitoring services are carried out on the basis of the consent given when accepting this clause (art. 6.1.a GDPR), this consent being revocable at any time, without affecting the lawfulness of processing based on consent prior to its withdrawal.

Legitimate interest of CYE ENERGIA in sending you information about products or services related to those you have contracted.

Data retention criteria: they shall be retained for no longer than necessary to maintain the purpose of the processing or as long as legal prescriptions dictate their custody and when they are no longer necessary for that purpose, they shall be deleted with appropriate security measures to guarantee the anonymisation of the data or the total destruction thereof.

Retention criteria for invoicing and management: For a period of 6 years from the last confirmation of interest. Art. 30 of the Commercial Code. For commercial purposes: Books, correspondence, documentation and vouchers concerning your business, duly ordered from the last entry made in the books, except as established by general or special provisions. This commercial obligation extends both to mandatory books (income, expenses, investment goods and provisions in addition to the documentation and vouchers supporting the annotations recorded in the books (invoices issued and received, receipts, corrective invoices, bank documents, etc).

Art. 66 to 70 General Tax Law. For tax purposes: Accounting books and other mandatory record books according to the applicable tax regulations (IRPF, VAT, IS, etc), as well as the documentary supports justifying the annotations recorded in the books (including computer programs and files and any other voucher with tax relevance), must be kept, at least, during the period in which the Administration has the right to verify and investigate and consequently, to settle tax debt.

Retention criteria relating to the sending of commercial or advertising communications: they shall be kept until you request their deletion or cancel the consent given.

Communication of data: Occasionally, in order to comply with our legal obligations and our contractual commitment to you, we find ourselves under the obligation and need to transfer some of your data to certain categories of recipients, which we specify below:

- Public Administrations, Banks, Savings Banks and other Administrations and operators of the electricity and/or natural gas sector whenever necessary for the provision of the requested service and relating to the supply contract. They may be transferred to the Tax Administration based on Law 58/2003 General Tax Law, Law 36/2006 measures for the prevention of tax fraud and RD 897/2006 measures relating to vulnerable consumers.

- Courts, judges and State security forces and bodies.

- Service providers such as web maintenance, administrative support, accounting, tax, labour, audit, telephone service, banks, collection companies, marketing and advertising. CYE Energía S.L.U. complies with art. 28 of the GDPR by choosing only processors that offer guarantees to apply the technical and organisational security measures stipulated in the regulations.

- In cases of non-payment arising from the provision of services, your data may be transferred and communicated to companies Responsible for solvency and credit files in compliance with the regulations.

- In the processes of processing your data carried out by CYE ENERGÍA, we need to contract external services that could imply that your data are stored and/or processed by organisations that are established or operate from outside the European Union, which would imply that we carry out international transfers of your data. Below, we indicate all the details of these international transfers:

- DROPBOX , INC: When transferring data from the European Union, the European Economic Area, the United Kingdom and Switzerland, Dropbox has different legal mechanisms, such as contracts with our customers and affiliated entities, standard contractual clauses, the EU-U.S. Data Privacy Framework, the UK extension of the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework and the European Commission's adequacy decisions on certain countries, where applicable. https://www.dropbox.com/es_ES/privacy

In addition to the categories of recipients to which data are transferred, we may also transfer them to the following organisations:

ENSOVAL RENOVABLES SL, VAT No.: B40578973, located at Calle Maria Zambrano, 36, 46970 Alaquàs (Valencia). For the purpose of managing the installation of energy and/or photovoltaic installations for you. This transfer shall be under the legitimization of your consent when requesting said services.

International Data Transfer: In the event that the subcontracted services involve international transfers of personal data, CYE Energía S.L.U. shall guarantee that said transfers are carried out in accordance with the provisions of the GDPR, ensuring the existence of adequate guarantees, such as standard contractual clauses or adequacy decisions.

In the framework of the provision of its services, CYE ENERGÍA, S.L.U. uses the Google Workspace platform, including its artificial intelligence functionalities (Gemini for Google Workspace), as a corporate environment for productivity, communication and information processing, provided by Google Ireland Limited and, where applicable, by Google LLC (United States). Certain processing operations (among others, hosting, technical support, maintenance or intervention of sub-processors) may involve access to data from third countries, in particular the United States, which constitutes an international transfer. Said transfers are carried out with due guarantees. In the case of Google LLC, the transfer is covered by its adherence to the

EU-U.S. Data Privacy Framework, recognised as an adequate level of protection by Commission Implementing Decision (EU) 2023/1795 of 10 July 2023, and, complementarily, by the Standard Contractual Clauses approved by the European Commission, together with the additional technical and organisational measures applicable. The processing of data by the provider is governed by the data processing agreement signed with Google (Cloud Data Processing Addendum). Under said agreement, the content processed through the contracted services, including the integrated artificial intelligence functionalities, is not used for training Google's or third parties' artificial intelligence models, nor is it subject to human review, except in the cases expressly provided and consented to. You may obtain additional information about these guarantees or request a copy of the mechanisms applied by contacting dpo@ivarstec.com

Security measures: CYE ENERGÍA adopts the organisational and technical measures necessary to guarantee the security and privacy of your data, prevent their alteration, loss, processing or unauthorised access, depending on the state of technology, the nature of the data stored and the risks to which they are exposed.

Among others, the following measures stand out:

I. Guarantee the permanent confidentiality, integrity, availability and resilience of the processing systems and services.

II. Restore the availability and access to personal data quickly, in the event of a physical or technical incident.

III. Verify, evaluate and assess, on a regular basis, the effectiveness of the technical and organisational measures implemented to guarantee the security of the processing.

IV. Pseudonymise and encrypt personal data, in the case of sensitive data.

Rights of the Data Subject: The data subject has the right to obtain confirmation as to whether or not CYE ENERGÍA S.L.U. is processing personal data concerning them. The data subject has the right to access their personal data, as well as to request the rectification of inaccurate data or, where applicable, request their deletion when, among other reasons, the data are no longer necessary for the purposes for which they were collected. The data subject may request the restriction of the processing of their data, in which case we shall only keep them for the exercise or defence of claims. Likewise, in certain circumstances and for reasons related to their particular situation, data subjects may object to the processing of their data, as well as withdraw their consent for the processing thereof. CYE ENERGÍA S.L.U. shall stop processing the data, except for compelling legitimate reasons, or the exercise or defence of possible claims. The data subject shall have the right to receive the personal data concerning them, which they have provided to us, in a structured, commonly used and machine-readable format, and to transmit them to another controller without being prevented by the controller to whom they had provided them.

Contact details to exercise your rights:

CYE ENERGÍA, S.L.U. Calle Antonio Ferrandis, 8 Entl 1K - 46013 Valencia (València). E-mail: rgpd@cye-energia.com

Contact details of the data protection officer: IvarsTec Protección de Datos, Calle Conde Altaa No. 20-Floor 6, 46005 VALENCIA - dpo@ivarstec.com

In addition to the rights that assist you, if you believe that your data are not being collected or processed in accordance with the prevailing Data Protection regulations, you may file a complaint with the Control Authority, whose contact details we indicate below: Spanish Data Protection Agency C/. Jorge Juan, 6. 28001, Madrid (Madrid), Spain

Email: info@aepd.es - Telephone: 912663517 Web: <https://www.aepd.es>

And in proof of conformity with the foregoing, both Parties have read and sign these General Terms and Conditions of the Supply Contract (7 pages), together with its Particular Conditions (2 pages), in duplicate and for a single effect, at the place and date indicated below.



Date and place of the signature:

CYE Energía S.L.U. Signature:

Customer Signature:

Full name: Carlos Gómez González

DNI: 48309018-W

Proxy, according to Public Deed with its protocol number 268/2013

Full name:

DNI:

Position and Deed data: