

## ELECTRICITY SUPPLY CONTRACT. GENERAL CONDITIONS

### 1. Purpose and terms of the contract

On the one hand, CYE Energía S.L. ("The Seller") commits 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 point of supply in the Particular Conditions (the "Supply Point" or "CUPS" ), and in accordance with the terms and conditions reflected therein and in these General Conditions ("the Contract"), provided there is no force majeure or fortuitous event, and especially provided there is no impossibility on the part of CYE Energía S.L., and not due to causes attributable to it, to deliver energy to the Customer.

On the other hand, the Customer commits to pay the supply provided by CYE Energía S.L. in accordance with the terms and conditions of the Contract. The electric energy or natural gas will be supplied at the Supply point and the ownership, risk and responsibility for it will be transferred from the Seller to the Customer at said Supply point.

### 2. Term and duration of the contract

This Agreement will enter into force as of the date of its signature by both Parties and will take effect from the date of commencement of Supply.

Its duration will be twelve months, from the date of commencement of the Supply, automatically being extended for successive periods of twelve months, in the event that neither Party communicates its intention not to extend the Contract with at least 30 calendar days prior to the end date of it.

Notwithstanding the foregoing, the extension of this Agreement will be conditioned to the verification of the solvency of the Customer. As a result of said solvency verification, or in the event that during the previous term of the Contract there had been any non-payment situation, the provision of the Supply may be conditioned upon the presentation by the Customer of a sufficient payment guarantee in the form of a deposit or bank guarantee or bond, according to the model provided in that case. The amount of said guarantee will be established in the Particular Conditions or via reliable communication for each specific case. The return of the security or bond deposit will be made upon termination of this Supply Contract, and CYE Energía S.L. applies the corresponding part of the aforementioned security or bond deposit to the balance of outstanding amounts. Reserving the power to withhold it for the amount of all charges not satisfied, as well as the charges resulting from any other breach by the Customer.

In the event that the guarantee is not constituted within fifteen (15) calendar days after it has been required, this Agreement may be terminated without any obligation of compensation.

CYE Energía S.L. reserves the right to modify the economic conditions of the Customer, notifying the changes at least fifteen (15) calendar days before the date of application of the same after the first 12 months of the contract, as long as there had been no renewal of the commitment of permanence. The Contract will be terminated if the Customer has reliably informed CYE Energía S.L. of their opposition to it with regards to their application. Otherwise, the new economic conditions will be understood to be accepted by the Customer and will be applied in the following period of validity of the Contract.

This Contract will remain in force, even in the event that the Customer has requested the cancellation of the same, until the moment in which the supply ceases and the effective withdrawal of the meter occurs, for which the Customer will be responsible for paying the supply derived from this Contract, up until that moment. All this without prejudice to the obligation to allow the Distribution Company to enter the home to carry out said termination, in the case that the meter is found inside the home or premises.

### 3. Start of supply and suspensive conditions

The supply, which is the subject of this Contract, will only begin when the following conditions are met:

- (i) That the Customer is up-to-date in the payment of their billed electrical supplies and, where appropriate, of the access tariffs to the Networks, for which the Customer authorises CYE Energía S.L. so that in their name they can go to the previous supplier in order to corroborate these extremes;
- (ii) That they have the regulatory and necessary Metering Equipment for the metering and control of the consumption;
- (iii) In the event that the distributor requires at the time of contracting the ATR a security deposit, the Customer will make it effective;
- (iv) In case of insufficient credit solvency of the Customer's credit risk inquiries to guarantee the payment of the Supply to be carried out by CYE Energía S.L., in accordance with this Contract, the Customer will provide the guarantee or bond that CYE Energía S.L. could request;
- (v) That the entry into force of the ATR contract with the Distributor Company through which the Customer is connected at the Supply Point has occurred. In the event that the Customer is responsible to the Distributor for the processing of the ATR and the direct payment of the invoices of the corresponding costs related to the ATR, the Customer commits to send CYE Energía S.L. a notification to the address included in the Particular Conditions of this Contract indicating the Date of Beginning of the Supply. The Customer must make said notification to CYE Energía S.L. not later than five (5) business days before said Supply Start Date. CYE Energía S.L. does not assume any responsibility in the case of not receiving said communication.

### 4. Manifestations

Both the Seller and the Customer express and guarantee to each other that they have the necessary authorisations, permits, licenses and inscriptions in records that are required to supply and receive electricity and natural gas respectively, in the terms of this Contract. This statement will be understood as repeated during each one of the days in which this Contract remains in force. Each Party will make reasonable efforts to keep in force how many authorizations, permits, licenses and registrations are required in the performance of this Agreement and will make reasonable efforts to obtain those that are 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 related to the ATR are paid directly by CYE Energía S.L. to the Distributor Company, and therefore, said costs are included in the Contract Price, the signing of this Contract implies the authorisation of the Customer for CYE Energía S.L. to sign the corresponding ATR contract on their behalf in order to provide the Customer with the electricity and/or natural gas at the Supply Point. For this purpose, CYE Energía S.L. will request the ATR from the Distributor Company, and will formalise the corresponding ATR contract, also informing the Distributor Company that CYE Energía S.L. is the supplier of the Customer. In addition, the Customer must provide CYE Energía S.L. the assistance that this may reasonably require, including the provision of any data that is necessary for the purpose of contracting, in its capacity as agent and/or substitute for the Customer, said ATR and to comply with current regulations and technical instructions of the Distributor Company. In any case, the payment of the costs related to the ATR will be the exclusive responsibility of the Customer, notwithstanding that CYE Energía S.L. can pay off the costs in advance on behalf of the Customer.

Alternatively, in the event that the Particular Conditions of this Contract establish that the costs related 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 implies the commitment on the part of the Customer to hold the corresponding ATR contract with the Distributor Company, in order that CYE Energía S.L. can provide the customer with the electricity supply at the Supply Point. For this purpose, the Customer will request the ATR from the Distributor Company and formalise the corresponding ATR contract, also informing the Distributor Company that CYE Energía S.L. is the supplier. In addition, in this case the Customer must provide CYE Energía S.L. a copy of the ATR invoices that are sent by the Distributor Company, with details of the consumptions made in each billing period not later than two (2) business days from the receipt of the same by the Customer to the postal address or email established in the Particular Conditions of this Contract, with the object that CYE Energía S.L. proceeds to bill the Customer for the Contract Price. In the absence of such information, the Parties agree that CYE Energía S.L. may, for the purposes of billing provided for in clause 7 of these General Conditions of Contract, an estimated monthly consumption in accordance with the provisions of said clause. Likewise, the Customer must provide CYE Energía S.L. the assistance that this may reasonably require, including the provision of any data that were necessary for the purpose of liquidating the energies related to this Contract. The Customer agrees to inform prior to their request to the Distributor Company of any change of owner or change of power requested with respect to the Supply Point. Otherwise CYE Energía S.L. will be empowered, at its discretion, either to terminate this Agreement, or to update the Contract Price.

In both cases, the guarantee deposit that could be legally required by the Distributor Company will be the exclusive responsibility of the Customer, notwithstanding that CYE Energía S.L. can pay it off in advance on behalf of the Customer.

Likewise, the Customer commits to comply with current regulations and technical instructions of the Distributor Company. In addition, 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 in which it applies) specified in the Particular Conditions of this Contract, he must notify CYE Energía S.L. in writing, in order to either make the necessary arrangements with the Distributor Company to process the new access request corresponding to said new powers, or, to have proof of said variation in the event that the Customer has processed the ATR directly with said Distributor Company. The Parties agree that such variation of Contracted Power will only take effect once its viability has been approved by the Distributor. Likewise, except in the event that the Particular Conditions of this Contract establish that the costs related 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 case that the cost of the ATR Power Term is explicitly included as a component of the Contract Price, CYE Energía S.L. will send a new supply offer in accordance with the modification of Contracted Power required by the Customer. If the Customer does not accept this new offer within the acceptance period established therein, and the modification of the Contracted Power is carried out, it will be understood that it is incurred due to early termination of the Contract attributable to the Customer. CYE Energía S.L. does not assume any responsibility for the rejection or delay of the Distributor Company in processing the modification of Contracted Power requested by the Customer, so that until it has not been carried out reliably, billing will continue to be carried out with the same terms of energy and power contained in the Contract Price until that moment. Nor will it give rise to compensation for direct or indirect damages by CYE Energía S.L. to the Customer any delay in the management of the change of Contracted Power or the submission by the Distributor Company of said modification to any action required to the Customer that entails an economic cost for the Customer.

### 6. Metering and reading equipment

The Customer is obliged to have Metering Equipment that meets the requirements established at all times by current regulations.

In the event that the Metering Equipment functions poorly or fails, and the consumption data is not available, it will be billed according to what is established in the provisions promulgated for this purpose. If such provisions had not been promulgated, the historical consumption billed for the same period of the year and under similar operating conditions will be taken as a reference.

The Customer must not manipulate the Metering Equipment and will allow the Seller and the Distributor Company access to the Metering Equipment at all times in order to perform the necessary readings for billing to the Customer, to examine its operation and ensure its proper maintenance.

According to RD 1955/2000, the Distributor Company is responsible for carrying out the readings of energy consumption. The Seller will use these readings for billing to the Customer.

## 7. Billing

CYE Energía S.L. will invoice the Customer for the consumption of electricity and/or natural gas that they have made in the previous period, as well as the other amounts for any other concepts owed by the Customer corresponding to said period, in accordance with the terms of this Contract and of its annexes. In the event that the corresponding consumption data is not available, within the aforementioned period, CYE Energía S.L. will proceed to create the invoice according to the best possible estimate, subsequently carrying out a regularisation when the actual consumption data is available. CYE Energía S.L. undertakes to provide, if the client requires, all the information used to make the invoice.

CYE Energía S.L. may increase the billing frequency for supplies with more than 50,000 KWh of annual consumption when the cost of energy exceeds 100 euros/MWh.

## 8. Payment

CYE Energía S.L. is authorised to the direct debit of the payment in the account designated in the Particular Conditions. The date on which the payment must be made will be when the bank in which the direct debit has been made, receive the communication with the amount to be paid.

The Customer declares to have issued the appropriate instructions to said banking entity and commits to communicate any change in the bank account number in which the payment of the debts generated by this Contract will be set up. Likewise, said commitment also exists in the event that the holder of the bank account is different from the Holder of the Contract.

Any debts returned may generate a cost of 1% of the total amount of the debt, with a minimum of € 50, to which the shipping costs of the burofax (if issued) will be added, and the late payment interest on the outstanding amounts that they will accrue day by day at the legal type of money + 4 percentage points. In case of discrepancies in the calculations included in the invoice, the Customer commits to pay, within the established term, the amount corresponding to the part not discussed.

In the event that the customer's creditworthiness is modified or that the Customer's bank returns any of the receipts issued by CYE Energía S.L., the latter may require the presentation by the Customer of a payment guarantee in the form of a deposit or bank guarantee or bond, according to the model provided in that case. The amount of said guarantee will be established in said requirement.

In the event that the customer had granted the Seller access to third parties to the distribution networks, CYE Energía S.L. reserves the right not to meet the payments that the Distributor Company collects in the event that the Customer breaches its obligations under this Contract and, in particular, defaults at the time of expiration of any amount due under this Contract and is not remedied said non-compliance within five (5) business days from receipt of the corresponding notification of non-compliance that CYE Energía S.L. sends to the customer.

### Supply suspension:

In case of delay or non-payment by the Customer of any overdue invoice and, notwithstanding the provisions of clause 12 of these general conditions, CYE Energía S.L. may urge the Distributor Company the withdrawal or cut of the supply in accordance with the regulations in force if after the payment period and upon request of CYE Energía S.L., the payment of the overdue debt had not been made. The exercise by CYE Energía S.L. of the right to suspend the supply does not exempt the Customer from the obligation to pay the amounts due in accordance with the provisions of the Contract. In these cases, the supply will not be replenished until the Customer has made all payments due (including the one corresponding to the estimated invoice that could be issued for the days elapsed since the last invoiced period until the time of the cut), as well such as accrued interest on late payments and expenses incurred for the suspension and eventual replenishment of the supply. Also, the supply may be suspended as follows:

- In cases of force majeure, as defined in these General Conditions.
- In general, in the circumstances provided for in the current regulations and, especially, the breach of any obligation imposed on the Customer as a user of the service, for reasons of security or risk to people or property, or the carrying out of necessary maintenance tasks, repair, expansion or replacement of equipment.
- For breach of the obligations of this Contract.
- By contractual resolution.

The Customer is obliged to pay the administrative costs originated by the process of suspension or cut of supply for non-payment, such as burofax delivery or certified communications.

## 9. Economic conditions

The economic conditions of this contract will be subject to the contract modalities chosen by the customer in the particular conditions, these being the chosen mode of access to third parties to the distribution networks and the type of contract (fixed price or price indexed to "pool" with its different possibilities).

The price of the power cost will be the one defined in the particular conditions.

The power to be billed in each hourly period will be calculated in the same way as the access tariff according to current regulations in that period, RD1164 / 2001 Art9 or Circular 3/2020 and subsequent provisions.

In the case of contracting third party access to the distribution networks through CYE Energía S.L., CYE Energía S.L. will transfer to the customer each and every one of the costs that the Distribution Company invoices in relation to this contract, and in particular and by way of example and not limitation, the access tariffs (of power and energy), the rental of the metering equipment, the excess of power, the complement of reactive energy, any voluntary complementary service that the Customer could request, the Special Tax on Electricity accrued on the concepts not included in the Contract Price (if applicable), the security deposit that could be required, by the Distributor Company, and other amounts or expenses that occur at or from the Supply Point. Likewise, the variations that these components may suffer with respect to the reference values indicated in the particular conditions will be automatically transferred to the prices from the moment they enter into force, without this being considered as a modification of the contractual conditions. Similarly, CYE Energía S.L. will pass on to the Customer any amount, claimed by the Distributor Company due to re-invoicing of consumptions, or that is the result of inspection records in relation to the Customer's point of supply.

The social tariff contribution (DTU RDL 7/2016) will be billed online separately. It will be updated based on the regulatory changes which occur from time to time.

In the event of being assigned the self-consumption mode with simplified compensation through the corresponding distributor, CYE Energía, at the request of the client through the corresponding annex of the contract, will compensate the surplus energy in accordance with the provisions of RD 244/2019. The price used for said compensation will be the weighted OMIE price with the surplus photovoltaic production curve, if such curve is available, and, otherwise, with the arithmetic mean price of the hours during the middle of the day (from 1 pm to 4 pm inclusive), discounting any applicable operating expenses and management services, as detailed in the annex corresponding to self-consumption.

To the price resulting from applying the subsequent sections, all the taxes or fees valid on the date the Contract is finalised, or any other that could replace them in the future, will be applied. This will be according to the rate defined in the legislation which is valid in the billing period: electricity or hydrocarbons tax, value added tax, other fees and territorial surcharges that may exist or be established.

### 1. Price tariffs for electricity supply

#### a) Fixed price mode

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

This price will remain fixed during the term of the Contract, except for regulatory changes and/or the modification or creation of any tax accrued as a result of the supply.

#### b) Price mode indexed to the "Pool"

In this case the price of the contract will be defined by the sum of the following concepts detailed below: energy cost, cost of deviations and fees of CYE Energía S.L.

##### (i) Energy cost:

The Energy Cost will be calculated based on the Average Final Price for Sellers and Qualified Customers published monthly by the National Energy Commission (www.cnmc.es) applied in Bars of Central (hereinafter BC). This price includes the concepts of the Daily Market, Complementary Services, Technical Restrictions, regulated financing costs to the System Operator and Market Operator and Power Guarantee (or capacity payment, corrected to the Access Tariff that corresponds to the Supply), and it will be increased by the coefficient corresponding to the Municipal Tax according to the rate defined in the current legislation in force in the billing period (1.5% at the date of signing this Contract). The hourly calculation formula for the cost of energy is:

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

CFEh = Final cost of energy in hour h (€); ERh = Real energy measured in the Recorder at hour h (kWh); PTh = Transport losses in hour h (RD/1634/06 Annex IV) (%); Cdsv = Cost of portfolio deviations that is set at 1.75%; Cfin = Cost of financing = 0.6% (may be revised quarterly based on the 12-month Euribor, based on the following formula: Cfin=0.15x(Euribor +3)); Im = Municipal Tax of Local Tax Offices (1.5% RDL/2/04 Art.24);

CEh = Cost of energy in hour h (€), which will be calculated using the following formula: CEh = MDh + REh + POSh + FOM + FOS + PCh + OTHERS, where,

MDh = Daily market price in hour h; REh = Price of technical restrictions in hour h; POSh = Price of security operation processes in hour h (which includes power reserve, interruptibility service, PO 14.6 balance, UPG nomination failure, deviations, balance of deviations, and secondary band); FOM = Regulated cost of financing of the market operator; FOS = Regulated financing cost of the system operator; PCh = Payment for capacity in hour h corrected to the corresponding access rate; OTHERS (1.75 euros/MWh) = Contribution to the Energy Efficiency Fund (AFNEE: art. 70.1 of Law 18/2014) + GDO (guarantees of renewable origin) will be recalculated annually in January

according to the price of the GDO and the latest update from the AFNEE or, where appropriate, due to new regulated costs being applied.

While RDL 10/2022 or subsequent amendments to it remain in force, the regulated costs associated with the adjustment mechanism will be invoiced separately on the invoice and will be calculated based on the following formula:

Cost of adjustment mechanism in hour  $h = Erh \times Cmajh \times (1+PTh) \times (1+Im) \times (1+Cdsv) \times (1+Cfin)$ , where,

$Cmajh$  = Hourly cost of the adjustment mechanism published by OMIE + Hourly cost of the adjustment mechanism published by REE (MAJ3 NO CUR segment of the compodem file).

In the case of special supplies, understood as seasonal risks or supplies in which it is impossible to predict consumption based on historical data from previous years,  $Cdsv = 2.5\%$  may be applied provided that this circumstance is indicated in the particular conditions.

(ii) Fees:

The fees of CYE Energía S.L. for the services provided, will be calculated on a monthly basis as the product of the fees indicated in the Particular Conditions for the monthly energy consumed by the Customer. The Management Costs will be those indicated in the Particular Conditions.

c) Temporary modalities of "structured" and "indexed with closure to OMIP":

These are temporary modifications of a contract with a price modality indexed to the "pool", therefore outside the periods contracted in the particular conditions, it will be governed by said modality.

During the period of validity of the contracted period, the cost of energy will be defined as follows depending on the modality chosen:

(i) Structured price mode with PURE FIXED for periods:

During the contracted period the Energy Cost will behave as a fixed price defined in the particular conditions that will remain fixed, except for regulatory changes and/or the modification or creation of any tax that is accrued as a result of the supply.

(ii) Price structure STRUCTURED with FIXED IMO for periods:

During the contracted period, the Energy Cost will be calculated as a price indexed to the "pool" with the exception that the daily market price in hour  $h$  ( $MDh$ ) will be fixed and will be defined in the particular conditions according to the tariff period and the access fee.

(iii) INDEXED price modality with OMIP CLOSURE for periods:

During the contracted period the Energy Cost will be calculated as a price indexed to the "pool" with the exception that the Daily Market Price in hour  $h$  ( $MDh$ ) will be replaced by  $MDh\_OMIP$  defined by the following formula:

$MDh\_OMIP = MDh \times P_{cierre\_OMIP} / P_{medio\_periodo}$ , where,

$MDh\_OMIP$  = The resulting price at hour  $h$  applying the OMIP closure,  $MDh$  = Daily market price at hour  $h$ ,  $P_{cierre\_OMIP}$  = Price of the product closed in OMIP in the contracted period, and  $P_{medio\_periodo}$  = Average arithmetic price of all hours included in the billing period.

d) Management cost:

The Management Costs will be those indicated in the Particular Conditions, if any.

e) Administrative cost:

Only for supplies with Tariffs 2.0TD or 2.0DHA, the customer will pay 1.2 euros per invoice issued. This cost will not be charged if an applied management cost already exists.

**2º Price tariffs for natural gas supply**

a) Fixed price tariff

The Customer will pay CYE Energía S.L. for the supply of energy, the price determined in the Specific Terms.

This price, both for the fixed term and the variable term, will remain firm during the term of the Contract, except for regulatory changes and/or the modification or creation of any tax accrued as a result of the supply.

b) Indexed tariff

The price of the fixed term will remain firm during the term of the Contract, except for regulatory changes and/or the modification or creation of any tax accrued as a result of the supply.

In this case, the price of the variable term will be defined by the sum of the following items detailed below: cost of the molecule, cost of the constant K, and CYE Energía S.L. fees.

Variable term = MIBGAS + K + fees

(i) Cost of the molecule (MIBGAS):

is the weighted average with the daily consumption of the Daily Auction Price of the intraday product (GWDES) published by the Iberian Gas Market (MIBGAS) during the billing period. (ii) Constant K:

This constant includes the rest of the costs of acquiring and making the gas available at the Supply Point, excluding taxes. Among others, it includes the variable tolls of the distributor, storage costs, losses, other regulated costs of the sector such as AFNEE and AFNSSE, as well as the municipal tax.

Any modification of the regulated costs that may occur during the execution of the contract, whether upwards or downwards, will be passed on to the client. CYE Energía S.L. reserves the right to modify the value of the constant K to the Customer, notifying them at least one (1) month in advance of the date of application of the same after the first 12 months of the contract, as long as there has been no renewal of the permanence contract.

(iii) Fees:

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

CYE Energía S.L. reserves the right to modify the value of the constant K to the Customer, notifying them at least one (1) month in advance of the date of application of the same after the first 12 months of the contract, as long as there has been no renewal of the permanence contract.

(iii) Fees:

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

**10. Advance Resolution**

The Contract may be terminated in advance, in addition to the causes set forth in this Agreement and the cases provided by law, for the concurrence of any of the following causes

(i) The mutual agreement between the parties.

(ii) In the event that one of the Parties seriously or repeatedly fails to comply with any of its obligations arising from this Contract, other than payment obligations, 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., the non-defaulting party may request individual resolutions for Supply Points that do not imply the contractual resolution for the rest of the Supply Points under Contract.

(iii) In the event that the Customer repeatedly fails to meet their payment obligations arising from this Agreement.

(iv) Loss of the creditworthiness of both the Customer and its guarantor; understood as such, but not limited to, the reduction of its solvency rating in at least one rating agency or credit rating or credit rating agencies, as well as in the case of partial or total withdrawal of any risk coverage of credit by any insurance company with which CYE ENERGÍA could have partially or totally covered the eventual credit risk of the Contract, or incidents that it could have in records of delinquent and unpaid obligations.

(v) In the event that CYE Energía S.L. would require the customer to present a guarantee for any of the cases described in clauses 2, 3 and 8, and the customer does not present it after fifteen (15) calendar days from the date of sending said requirement.

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

(vii) Due to eviction or any other similar situation that implies the loss of ownership by the Customer over the Supply Point.

In case of termination of the contract due to causes attributable to the Customer, either in the first year of the contract, or in any of its extensions if it is a high voltage supply, and provided that the holder is not eligible for the social bonus, when in the particular conditions of the same a commitment of permanence has been agreed or the fixed price modality has been chosen, it will accrue in favour of CYE Energía S.L. the following compensation: In "fixed price mode": 5% of the result of valuing the estimated annual energy pending supply for the applicable price at the time of resolution. In "indexed price modality": 5% of the result of valuing the estimated annual energy pending supply for the average billed price of the energy term from the beginning of the contract until the moment of resolution. The compensation described will apply, even if no commitment to stay has been agreed, if the Customer does not reliably notify CYE Energía S.L. of termination of this contract 30 calendar days in advance. For these purposes, the energy pending supply will be calculated as the difference between the estimated annual consumption based on the consumption of the last 12 months, and the energy actually consumed up to the moment of resolution.



### 11. Withdrawal

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

CYE ENERGÍA S.L. – Avda. Antonio Ferrandis 8 - 46013 Valencia

In relation to the Electricity and/or natural gas Supply Contract signed, I exercise my right to revoke said contract, whose identification data are:

Business Name / Name and Surname:

CIF / NIF:

CUPS:

The Customer expressly authorises that the electricity and/or natural gas supply can begin, where appropriate, within the withdrawal period. In case of withdrawal and that a service is accrued until the date of termination or withdrawal of the electricity and/or natural gas supply in favour of CYE Energía, the Customer must pay the corresponding invoiced amounts, as set out in this Contract.

The customer can request more information on the exercise of the right of withdrawal to the customer service centre, or download it directly from the web address:

[https://intranet.cye-energia.com/docs\\_public/DESIST\\_220101\\_en.pdf](https://intranet.cye-energia.com/docs_public/DESIST_220101_en.pdf). **12. Force majeure**

The Customer and CYE Energía S.L. will not respond of breach of the Supply Contract in cases of force majeure and, especially, if there is an impossibility on the part of CYE Energía S.L. to acquire or send the electricity and/or natural gas to the Customer, for reasons not attributable to it, or by direct or indirect intervention of third parties outside the present Contract.

### 13. Responsibility

Except in cases of malicious action and the cases expressly provided for in other provisions of this Agreement, neither Party shall be liable to the other for indirect damages or loss of earnings arising from breach of this Agreement or for indirect damages or loss of profits caused by third parties and for which that party is responsible. In no case will CYE Energía S.L. respond to the damages and losses that are caused to the Customer or to third parties due to actions or omissions of the Customer or of third parties that are not directly attributable to CYE Energía S.L., and in particular in the event of cuts in the electricity and/or natural gas supply that cause actions or omissions attributable to the Distributor Company. The Customer shall be solely responsible for correcting any anomaly detected and, in general, for maintaining in adequate conditions its electricity and/or natural gas, emergency lighting, and fire extinguishing equipment.

### 14. Notifications

Any notification or information to be sent by a Party to the other Party in relation to this Agreement will be made by burofax, certified mail or email with acknowledgment of receipt and will be sent to the recipient at the contact address indicated in the Particular Conditions.

### 15. Applicable law and jurisprudence

In the case of legal persons, all disputes that may arise in relation to this Contract will be submitted to the Jurisdiction of the Courts of the city of Valencia. This Contract will be interpreted by the common Spanish law.

In the event that any of the stipulations contained in the Contract is declared void by any court or competent authority, it will be deemed not to be set and the nullity of said stipulation will not affect in any way the rest of the stipulations of the Contract. The Parties, in this case, commit to negotiate in good faith and in accordance with the spirit of the Contract, an alternative wording to the stipulation declared void.

### 16. Additional information on data protection

Who is responsible for the processing of your data?

Identity: CYE ENERGÍA S.L.

Postal address: C/ ANTONIO FERRANDIS, 8, 1st FLOOR OFFICE L (VALENCIA)

Telephone: 963 81 43 88

Email: [rgpd@cye-energia.com](mailto:rgpd@cye-energia.com)

Delegate in Data Protection: GRUPO ARRECIFE CONSULTORES 2007 S.L.

Telephone: 963 12 78 67

Email: [consultoria@grupoarrecife.com](mailto:consultoria@grupoarrecife.com)

For what purpose do we process your personal data?

I) At CYE ENERGÍA S.L we process the information you provide us with in order to maintain the contractual relationship with you and to be able to provide you with energy supply services.

II) If you are self-employed, we will request data from the entities that issue reports regarding your financial or credit solvency and it is possible to be able to deny the supply service if you do not have sufficient solvency. In the same way, if you incur in the non-payment of invoices, we can include you in the ASNEF (credit information system), which would imply that in future purchases or hiring that you make, other companies could deny you access to your services or products.

III) We will also send you commercial information related to the purpose of this contract.

How long will we keep your data?

The personal data provided will be kept as long as the contractual relationship with you is maintained and in any case during the deadlines established by the legislation for the prescription of responsibilities. Regarding the sending of commercial information you can oppose such treatment at any time.

What is the legitimacy for the processing of your data?

We are entitled to the processing of your data by signing this contract where you request our services. For the transfer of data to ENSOVAL ENERGÍA S.L. we will need your express consent.

To which recipients will your data be communicated?

Your data will be transferred to Public Administrations, Banks, Savings Banks and other Administrations and operators of the electrical sector and/or the natural gas sector whenever necessary for the provision of the requested service. Data will be transferred to the ASNEF for the publication of debts as long as said publication is legitimate. Your data will be transferred to ENSOVAL ENERGÍA S.L if you request us to carry out an energy installation. There are companies to which CYE ENERGÍA S.L does not transfer data to them, but they provide us with different services, these services implying the hosting of personal data by said companies or the timely access by them. These companies that act as data processors and with whom we have signed a contract to guarantee the security of personal data are:

\* Management software maintenance company: Manage the maintenance of our billing and accounting software.

\* Email hosting: They manage our email hosting.

\* Commercial collaborators: They carry out commercial tasks such as customer acquisition, customer service and representation of our brand.

\* Tax and accounting assessors: They provide tax and accounting advice to our company.

\* Copy shop: They print our invoices.

International data transfers will be made to DROPBOX INC., when using its information hosting service. This US-based company is subject to the privacy shield between the US and the EU.

What are your rights when you provide us with your data?

The interested party has the right to obtain confirmation about whether CYE ENERGÍA S.L. is processing personal data that concerns him or not. The interested party has the right to access their personal data, as well as to request the rectification of inaccurate data or, where appropriate, request its deletion when, among other reasons, the data is no longer necessary for the purposes that were collected. The interested party may request the limitation of the processing of his data, in which case we will only keep them for the exercise or defense of claims. Likewise, in certain circumstances and for reasons related to their particular situation, the interested parties may object to the processing of their data, as well as to withdraw their consent for the processing thereof. CYE ENERGÍA S.L. will stop processing the data, except for compelling legitimate reasons, or the exercise or defense of possible claims. The interested party will have the right to receive the personal data that concerns them, that he has provided us, in a structured format, for common use and mechanical reading, and to transmit them to another person in charge of the processing without being prevented by the person responsible for providing them. To exercise these rights you can send a letter with your request to the following address: C / ANTONIO FERRANDIS, 8, 1st FLOOR OFFICE L (VALENCIA) or the following email address: [RGPD@CYE-ENERGIA.COM](mailto:RGPD@CYE-ENERGIA.COM) and we will contact you to indicate the steps to follow to exercise your rights in data protection. Likewise, we inform you that you can file a complaint with the Spanish Agency for Data Protection, especially if you are not satisfied with the exercise of your rights.

Contact details of the Spanish Agency for Data Protection:

Address: C/ JORGE JUAN, 6, 28001 (MADRID)

Contact phones: 901 100 099 - 912 663 517

Website: [www.agpd.es](http://www.agpd.es)

And in proof of conformity with the foregoing, both Parties have read and signed the present General Conditions of the Supply Contract (5 pages), together with their Particular Conditions (2 pages), in duplicate and to a single effect, in place and date below indicated.

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Date and place of the signature: ,

**CYE Energía S.L 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: