

ELECTRICITY AND/OR NATURAL GAS SUPPLY CONTRACT

GENERAL CONDITIONS

1. Purpose and terms of the contract

On the one hand, CYE Energía S.L.U. ("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.U., 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.U. 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 for high-voltage supplies and 15 for low-voltage supplies.

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.U. 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.U. reserves the right to modify: a) the economic conditions to the Customer, notifying them at least one month in advance of the date of the application of the changes, which will take place after the first 12 months of the contract or at any time in the case of having contracted a 20TD access tariff; b) The rest of the conditions agreed in this contract, with prior notification of one month in advance of their application, or in shorter periods if it derived from an adaptation to regulatory changes that required it. In this case the period or date when the amendments come into force will be expressly communicated. The Contract will be terminated if the Customer has reliably stated to CYE Energía S.L.U. their opposition to the modifications before their application, at no cost to them. Otherwise, the new economic conditions will be understood as accepted by the Customer, and will be applicable.

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.U. 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.U., in accordance with this Contract, the Customer will provide the guarantee or bond that CYE Energía S.L.U. 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.U. 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.U. not later than five (5) business days before said Supply Start Date. CYE Energía S.L.U. 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.U. 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.U. 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.U. 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.U. is the supplier of the Customer. In addition, the Customer must provide CYE Energía S.L.U. 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.U. 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.U. 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.U. is the supplier. In addition, in this case the Customer must provide CYE Energía S.L.U. 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.U. proceeds to bill the Customer for the Contract Price. In the absence of such information, the Parties agree that CYE Energía S.L.U. 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.U. 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.U. 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.U. 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.U. 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.U. 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.U. 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.U. 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.U. 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 of not having the corresponding consumption data within the aforementioned period, CYE Energía S.L.U. will proceed to invoice according to the best possible estimate provided by the Distributor company, subsequently carrying out a regularisation when the real consumption data is available. This regularisation will be carried out at least once a year, based on the real readings, calculating the aforementioned annual period of regularisation from the moment the Distributor company in charge of the reading provides CYE Energía S.L.U. with the real consumption data for each CUPS and billing period. CYE Energía S.L.U. undertakes to provide, if the customer requires it, all the information used to prepare the invoice.

CYE Energía S.L.U. 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.U. 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.U., 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.U. 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.U. 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.U. 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.U., the payment of the overdue debt had not been made. The exercise by CYE Energía S.L.U. 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:

- a) In cases of force majeure, as defined in these General Conditions.
- b) 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.
- c) For breach of the obligations of this Contract.
- d) 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, RDL 148/2021 and subsequent provisions.

In the case of contracting third party access to the distribution networks through CYE Energía S.L.U., CYE Energía S.L.U. 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.U. 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 (RDL 6/2022) will be billed online separately. It will be updated based on the regulatory changes which occur from time to time.

In the case of being covered by the Self-consumption modality with simplified compensation through the corresponding Distributor, CYE Energía, at the request of the client through the corresponding annex to the contract, will compensate the value of the surplus energy in accordance with the provisions of the RD 244/2019. The price used for said compensation will be:

- On the peninsula, the weighted NEMO price with the photovoltaic production surplus curve if said curve is available and, if not, with the arithmetic average price of the central hours of the day (from 1.00pm to 4.00pm both inclusive) multiplied by 0.98.

- In the extra-peninsular system (Balearic Islands), the weighted price of (SPHDEMh – Sphauto) will be used for compensation with the photovoltaic production surplus curve if said curve is available, and otherwise with the arithmetic average price of the central hours of the day (from 1.00pm to 4.00pm both inclusive) multiplied by 0.98.

Discounting 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. If you have chosen to contract the “solar wallet” service, the value of the excess energy that could not be compensated in the invoice will be saved to apply to any invoice of the same CIF while the self-consumption supply with CYE Energía is active.

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

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.

1st Energy price modalities for electricity supply

a) Fixed price mode

The Customer will pay CYE Energía S.L.U. 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.

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

b) Price modality indexed to the “Pool” - Pass Through

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.U.

(i) Energy cost:

The Cost of Energy will be calculated from the Final Average Price for Qualified Marketers and Customers published monthly by the National Markets and Competition Commission (www.cnmc.es) applied in the Central Busbars (hereinafter C.B.). This price includes the concepts of Daily Market, Complementary Services, Technical Restrictions, regulated financing costs to the System Operator and Market Operator and Power Guarantee (or payment for capacity, corrected to the Access Rate that corresponds to the Supply), and will 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% on the date of signing this Contract). The hourly calculation formula for the cost of energy is:

$CFEh = (ERh \times CEh) \times (1+PTH) \times (1+Im) \times (1+Cfin)$ where,

$CFEh$ = Final cost of energy in hour h (€); ERh = Real energy measured in the Recorder in hours h (kWh); PTH = Transportation losses in hour h (Circular3/2020) (%); $Cfin$ = Financing cost = 0,75% (it may be reviewed quarterly based on the 12-month Euribor based on the following formula: $Cfin=0.15 \times (Euribor + 3)$); Im = Municipal Local Tax (1.5% RDL/2/04 Art.24);

For supplies located in the peninsular system:

CEh = Energy cost in hour h (€), which will be calculated using the following formula: $CEh = MDh + REh + POSh + FOM + FOS + PCh + Cdsvh + OTHERS$, where, MDh = Daily market price at hour h; REh = Price of technical restrictions at hour h; $POSh$ = Price of the security operation processes in hour h (which includes power reserve, interruptibility service, PO balance 14.6, UPG nomination failure, cost associated with the flexibility of demand, and secondary band); FOM = Regulated cost of financing of the market operator; FOS = Regulated cost of financing of the system operator; PCh = Payment for capacity in hour h corrected to the corresponding access rate; $Cdsvh$ = Portfolio deviation cost indexed to the deviation price of each hour published by REE, following the 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 for hour h, and $DESvh$ is the arithmetic mean of the deviation for each quarter-hour published by REE for hour h, according to the formula: $DESvh = SUM(DESvqh) / 4$; unless another value is agreed upon and reflected in the specific conditions based on the consumption profile of the supply; $OTHERS$ = Estimated cost for the contribution to the Energy Efficiency Fund (AFNEE: Article 70.1 of Law 18/2014), calculated based on the latest published forecast, according to the following formula (for the year 2025 it is €2.8/MWh):

$AFNEE = \%Saving \times Efin$

Where,

$\%Saving = Saving / Sales$

Saving: latest projected savings target of the SNOEE for year +2 published

Sales: latest published total system sales

$Efin$: latest published financial equivalence forecast for year +2

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

CEh = Energy cost in hour h (€), which will be calculated using the following formula: $CEh = SPHDEMh + RETOS + PCh + Cdsv + OTHERS$, where,

$SPHDEMh$ = Energy price in the hour h based on the extra-peninsular system; $RETOS$ = Remuneration of the system operator; PCh = Payment for capacity in the hour h corrected to the corresponding access rate; $Cdsvh$ = Portfolio deviation cost that is indexed to the deviation price of each hour published by REE responding to the following formula: $Cdsvh = 0.1 \times Scdsvdem$ where $Scdsvdem$ are the deviation prices based on the extra-peninsular system of the hour h, unless any other value is agreed upon and is reflected in the particular conditions based on the particularities of the consumption profile of the supply; $OTHERS$ = Expected cost for the contribution to the Energy Efficiency Fund (AFNEE: art. 70.1 of Law 18/2014) calculated in the same manner as in the peninsular system.

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

(ii) Fees:

The fees of CYE Energía S.L.U. 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.

Energy products:

“Energy products” may be applied to modality b) (Pass-through) during a given time frame by signing an annex to the contract. These are temporary price modifications for a defined percentage and time frame, therefore, outside the time frame and percentage of energy established for each energy product contracted in the signed annexes, it will be governed by said modality. These products will always have a commitment to permanence during the contracted time frame.

During the duration of the contracted time frame, and for the established % of energy, the cost of energy will be defined as follows based on the contracted energy product:

(i) Product at STRUCTURED price with PURE FIXED for periods:

During the time frame and for the established % of energy, the Energy Cost will behave like a fixed price defined in the signed annex that will remain firm, except for regulatory changes and/or the modification or creation of any tax that accrues as a consequence of the supply.

(ii) Product at STRUCTURED price with FIXED OMIE for periods:

During the time frame and for the established % of energy, the Energy Cost will be calculated as a price indexed to the “pool” (Pass-through) with the exception that the daily market price at hour h (MDh) will be fixed and will be defined in the signed annex according to the tariff period and the access rate.

(iii) Product at INDEXED price with OMIP CLOSING for periods:

During the time frame and for the established % of energy, the Energy Cost will be calculated as a price indexed to the “pool” (Pass-through) with the exception that the Daily Market Price at hour h (MDh) will be replaced by MDh_OMIP defined by the following formula:

$MDh_OMIP = MDh \times P_{close_OMIP} / Phalf_period$, where,

MDh_OMIP = Price resulting at hour h applying the OMIP closure, MDh = Daily market price at hour h, P_{close_OMIP} = Price of the product closed in OMIP in the contracted period, and P_{medio_period} = Arithmetic average price of all the hours included in the billing period.

For the energy product STRUCTURED price product with PURE FIXED by periods (i), when the start of the contracted time horizon exceeds 6 months from the signing of the energy product, CYE Energía S.L.U. may adjust the signed product price at any time based on variations in the arithmetic average prices of constraint costs and operation processes (REh and POSh). This adjustment will be calculated as the difference between the arithmetic average cost of these expenses over the 12 months prior to the signing and the 12 months prior to the adjustment date.

If the client has a self-consumption installation or installs one during the contract period, CYE reserves the right to modify the contracted prices by providing 15 days' notice to account for differences in the client's consumption profile compared to a client without self-consumption.

c) Price modality indexed to the “Pool” - Pass Pool

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

$TEi = MDh \times Ki + Ai$ with i being the tariff period where, MDh = Daily market price at hour h

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

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.

In the event that the 100% renewable energy option has been chosen in the Particular Conditions, the additional cost of the GDO (guarantees of renewable origin) will be added, in the term of OTHERS or in a separate line, to the price agreed in said conditions.

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

2º Price tariffs for natural gas supply

a) Fixed price tariff

The Customer will pay CYE Energía S.L.U. 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.U. 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.U. 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.U.'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.U., 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.U. 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.U. may also urge the early termination of this Contract in the event that, for cause not attributable to CYE Energía S.L.U. 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 the event of termination of the contract (or energy product) for reasons 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 or has contracted an access tariff 20TD, when a commitment period has been agreed upon in its specific conditions or a fixed price modality has been chosen, the following compensation shall be payable to CYE Energía S.L.U.:

In the "fixed price modality" or for any energy product: an amount equivalent to 5% of the result of valuing the estimated annual energy pending delivery at the price applicable at the time of the resolution. For High Voltage contracts, there shall also be added the difference between the closing prices in OMIP on the day the contract is signed with respect to the day of early cancellation, multiplied by the energy pending supply in the period with the permanence commitment, in the case of it being positive.

In the "indexed price modality": 5% of the result of valuing the estimated annual energy pending supply for the average price invoiced for the energy term from the beginning of the contract until the moment of resolution. The indemnity described will be applicable, even when no permanence commitment has been agreed upon, if the Customer does not duly notify CYE Energía S.L.U. of the termination of this contract, 30 calendar days in advance for high-voltage supplies or 15 days in advance for low-voltage supplies.

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 what is actually consumed up to the moment of the 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.U. – 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_202201_en.pdf

12. Force majeure

The Customer and CYE Energía S.L.U. 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.U. 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 part is responsible. In no case will CYE Energía S.L.U. 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.U., 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

CYE ENERGÍA, S.L.U., with CIF number B98516693, located at Avenida Antonio Ferrandis 8, 1st Floor, Office K, 46013 Valencia, is responsible for the processing of the personal data of the Interested Party, and these data will be processed in accordance with the provisions provided in Regulation (EU) 2016/679, of April 27 (GDPR), and Organic Law 3/2018, of December 5 (LOPDGDD), for which the following processing information is provided:

Co-responsible for the processing: the responsibility for processing is shared with the company INFORMA ENERGÍA S.L.U., CIF B72833155, located at Avenida Antonio Ferrandis 8, Office L, 46013 Valencia.

Data protection officer: IvarsTec Data Protection, Calle Conde Altea Nº 20-Pta 6, 46005 VALENCIA - dpo@ivartec.com – 963 51 52 03

Origin of the data: The data has been provided by the owner of the data or by their legal representative. The information you have provided to us has been provided voluntarily, with exact, true and complete data, with the owner being solely responsible for any damage or loss, direct or indirect, that may be caused by CYE ENERGÍA or third parties, as a consequence of having provided false or inaccurate data. Likewise, you undertake to communicate any modification to these in the shortest possible time.

Purposes of processing:

I. To maintain the contractual relationship with the owner to be able to manage the provision of the contracted energy supply service, as well as all the procedures derived from it and customer service.

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

III. Request information from the asset solvency and credit files to assess your financial or credit solvency and be able to determine the decision to grant or deny the requested supply, as well as 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, with the purpose of optimizing the service, providing personalized recommendations, ensuring supply quality, and fulfilling the objectives of this contract.

Legitimation of the processing: for legitimate interest of the person responsible, art. 6.1.f GDPR and sending communications of products or services, with the consent of the interested party, art. 6.1.a GDPR.

Monitoring services are carried out based on the consent granted by accepting this clause (Art. 6.1.a GDPR), which may be revoked at any time without affecting the lawfulness of the processing based on consent prior to its withdrawal.

Legitimate interest of CYE ENERGÍA to send you information about products or services related to those you have contracted.

Data conservation criteria: they will be kept for no longer than necessary to maintain the purpose of the processing or there are legal requirements that dictate their custody and when it is no longer necessary for this, they will be deleted with appropriate security measures to guarantee the anonymisation of the data or the total destruction thereof.

Conservation criteria regarding billing and management: For a period of 6 years from the previous confirmation of interest. Art. 30 of the Commercial Code. For commercial purposes: Books, correspondence, documentation and supporting documents relating to your business, duly ordered from the last entry made in the books, except as established by general or special provisions. This commercial obligation extends to the mandatory books (income, expenses, investment goods and provisions) as well as the documentation and supporting documents that support the entries recorded in the books (invoices issued and received, tickets, corrective invoices, bank documents, etc).

Art. 66 to 70 General Tax Law. For tax purposes: The accounting books and other mandatory record books according to the applicable tax regulations (IRPF, VAT, IS, etc.), as well as the documentary supports that justify the entries recorded in the books (including computer programmes and files and any other supporting document that has fiscal significance), 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.

Conservation criteria relating to the sending of commercial or advertising communications: these will be maintained as long as you do not request the deletion of data or cancel the consent granted.

Communication of data: Sometimes, in order to comply with our legal obligations and our contractual commitment to you, we are faced with 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 in the electricity and/or natural gas sector whenever necessary for the provision of the requested service and related to the supply contract. They may be transferred to the Tax Administration based on General Tax Law 58/2003, Law 36/2006 on tax fraud prevention measures 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 management, auditing, telephone service, banks, collection companies, marketing and advertising. CYE ENERGÍA complies with art. 28 of the RGPD, choosing only those in charge of processing that offer guarantees to apply 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 asset solvency and credit files in compliance with the regulations.

- In the actions involving the processing your data carried out by CYE ENERGÍA, we need to hire external services that could imply that your data is stored and/or processed by organisations that are established or which 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 Framework of EU-US Data Privacy USA, the UK extension of the EU-US Data Privacy Framework. In the US, the Swiss-US Data Privacy Framework. USA and the European Commission's adequacy decisions on certain countries, if applicable.
https://www.dropbox.com/es_ES/privacy

In addition to the categories of recipients to whom data is transferred, we may also transfer it to the following organisations:

ENSOVAL RENOVABLES S.L.U., CIF: B40578973, Located at Calle Maria Zambrano, 36, 46970 Alaquàs (Valencia). In order to manage the installation of energy and/or photovoltaic installations. This transfer will be based on the legitimation of your consent when requesting said services.

International Data Transfer: In the event that subcontracted services involve the international transfer of personal data, CYE ENERGÍA S.L.U. will ensure that such transfers comply with the provisions of the GDPR, guaranteeing the existence of appropriate safeguards, such as standard contractual clauses or adequacy decisions.

Security measures: CYE ENERGÍA adopts the necessary organisational and technical measures to guarantee the security and privacy of your data, prevent its alteration, loss, treatment or unauthorised access, depending on the state of the 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 confidentiality, integrity, availability and permanent resilience of processing systems and services.

II. Restore 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, if it is sensitive data.

Rights that assist the Interested Party: The interested party has the right to obtain confirmation as to whether at CYE ENERGÍA S.L. we are processing personal data that concerns them, 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 for which it was collected. The interested party may request the limitation of the processing of their data, in which case we will only keep them for the exercise or defence of claims. Likewise, in certain circumstances and for reasons related to their particular situation, interested parties may object to the processing of their data, as well as withdraw their consent for their processing. CYE ENERGÍA S.L.U. will stop processing the data, except for compelling legitimate reasons, or the exercise or defence of possible claims. The interested party will have the right to receive the personal data that concerns him/her, that he/she has provided to us, in a structured, commonly used and machine-readable format, and to



transmit them to another person responsible for the processing without being prevented by the person responsible to whom he/she provided them.

Contact information to exercise your rights:

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

Contact information for the data protection officer: IvarsTec Data Protection, Calle Conde Altea Nº 20-Pta 6, 46005 VALENCIA - dpo@ivartec.com

In addition to the rights applicable to you, if you believe that your data is not being collected or processed in accordance with current Data Protection regulations, you may make a claim to the Control Authority, whose contact information we indicate below: Spanish Agency of Data Protection 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 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.

Date and place of the signature: _____

CYE Energía S.L.U. Signature:

Full Name: Carlos Gómez González DNI: 48309018-W
Administrator, according to Public deed with its protocol number 268/2013

Customer Signature:

Full name: _____
DNI: _____ Position and Deed data: _____