

GENERAL TERMS AND CONDITIONS OF THE POWER SUPPLY AGREEMENT AND OTHER SERVICES

1.- WHAT IS THE PURPOSE OF THE AGREEMENT?

- 1.1.- IBERDROLA CLIENTES, S.A.U. (hereinafter, "IBERDROLA") shall deliver to the Customer the power and/or natural gas and additional services set out in the Individual Terms and Conditions.
- **1.2.-** The agreement will be governed by its own terms and conditions and by applicable consumer law and regulations, as well as Act 24 of 26 December 2013, on the electricity sector (Ley 24/2013), Act 34 of 7 October 1998, on the hydrocarbons sector (Ley 34/1998), and all implementing law and regulations, all of which can be viewed at www.iberdrola. com.
- **1.3.-** Be advised that IBERDROLA has a Code of Ethics, which is available at www.iberdrola.

2.- WHAT IS THE TERM OF THE AGREEMENT AND HOW DOES IT END?

- **2.1.-** The term of this Agreement is as stated in the Individual Terms and Conditions, which will be at most ONE (1) YEAR running from the supply start date, once activated by the Distributor. The Agreement will be extended automatically for successive periods of the same duration if neither party serves written notice on the other of its desire to terminate the contract at least FIFTEEN (15) calendar days ahead of the end date of the period then in effect.
- **2.2.-** If the Customer's credit check reveals outstanding debts or its inclusion in credit blacklists or similar databases, IBERDROLA may insist that additional requirements be met before the Agreement takes effect or insist that a deposit or bank guarantee be posted.
- **2.3.-** The Customer may seek termination of the Agreement in any of the situations and through any of the channels discussed in Clause 9. If the INDIVIDUAL TERMS AND CONDITIONS envisage a commitment period, early termination on the Customer's behest during that period will trigger payment of the penalty also stipulated in Clause 10.
- **2.4.-** The Agreement may also be terminated by: (i) mutual agreement between the parties; (ii) breach of the material obligations concerning delivery and payment; and (iii) failure to post the deposit or bank guarantee within the required timeframe; or (iv) fraud events, including those discussed in Clause 4.4.
- **2.5.-** Any Customer that qualifies as consumer and user (customers with contracts relating to their commercial, business, or professional activities do no qualify as such) will be entitled to withdraw from this Agreement without having to justify their decision and without incurring any penalty, but must do so within the maximum cool-off period of FOURTEEN (14) days running from the date the Agreement is formalised when arranged by telephone, online or via home visit. They may do so by sending the supplied WITHDRAWAL DOCUMENT online, or by calling the customer care number on 900 225 235.

3.- ACCESS TO THE DISTRIBUTION GRID AND QUALITY OF SUPPLY

- **3.1.-** IBERDROLA shall act as necessary in order to activate the supply with the Distributor.
- **3.2.-** For the supply of electrical power, access to the relevant electricity grids through the Distributor will be arranged in the Customer's own name, which will retain all rights and obligations relating to the access agreement associated with the installation.
- **3.3.-** Quality and availability of supply and compensation payable in the event of breach are governed by articles 101 to 110 of Royal Decree 1955/2000, on the supply of electricity, and by articles 63 to 66 of Royal Decree 1434/2002 for the supply of gas. These aspects are the responsibility of the Distributor as the party tasked with the operation and maintenance of the distribution grid. IBERDROLA shall handle any claims for rebates and discounts that may be brought against the Distributor due to incidents affecting its grid and shall deduct them from the bill once acknowledged and accepted by the Distributor.
- **3.4.-** With regard to the sources of energy supply used in its electricity supply activity, should lberdrola España, S.A.U. or its subsidiaries be forcedto participate in mandatory auctions of long-term power purchase agreements regulated in Article 3 of Royal Decree-law 17/2021, of 14 September, on urgent measures to mitigate the impact of the escalation of natural gas prices in the retail gas and electricity markets, or any other subsequent electricity sales mechanism imposed by law, and this mandatory participation increases the cost of IBERDROLA CLIENTES' energy supplies, as per clause 4.1, IBERDROLA CLIENTES may increase the price of this contract in the same proportion in which the average supply cost of IBERDROLA CLIENTES increases as a result of these regulatory measures. If IBERDROLA CLIENTES, while acting in a reasonable manner, is unable to find an alternative source of energy, it may terminate this Contract, giving the Customer at least one (1) month's notice, and the Customer may not claim any compensation in this regard.

4.- WHAT IS THE PRICE AND HOW IS IT BILLED AND PAID?

4.1.- The price of the supply and of the complementary services and their update conditions are those indicated in the SPECIFIC CONDITIONS. The regulated items not

included in the price will also be billed. The establishment or modification of tolls, charges, economic benefits, taxes, fees, surcharges and additional supply costs arising from the obligation to participate in long-term power purchase agreements and other regulated concepts, activities and values, or other costs associated with production, management, distribution, supply or marketing of electricity that could be approved for the valid period of the Contract and that might have a direct or indirect impact on IBERDROLA CLIENTES' costs shall be automatically transferred to the price without this being considered as a change to the contractual conditions under the terms established in condition 8.1.

- **4.2.-** The price of gas supplies depends on the access tariff applied by the Distribution Company at the time as well as the supply pressure and the customer's annual consumption. If the Distribution Company applies a different access tariff, Iberdrola will apply the current access tariff to the Contract. These prices are applied to the first bill issued, and the customer may withdraw from the Contract at no cost within one month.
- **4.3.-** IBERDROLA shall bill the Customer according to the actual usage readings provided by the Distributor, which is responsible for taking meter readings monthly or once every two months, depending on the type of metering equipment present at the supply point.
- **4.4.-** The Customer must either own or rent a meter that meets applicable requirements. The Customer shall keep safe custody of the metering equipment and may not tamper or interfere with it. It shall likewise allow the Distributor access to its home or premises in order to install, read, inspect, maintain, control and check the meter. Breach of this obligation will entitle IBERDROLA to terminate this Agreement.
- **4.5.-** Payment will be made within the period and in the manner chosen by the Customer from among the following, as stipulated in the INDIVIDUAL TERMS AND CONDITIONS. (i) direct debt; (ii) payment at collaborating banks; (iii) bank card; or (iv) postal order. In the event of non-payment, or if the bill is returned by the bank, another means of payment may be imposed. When the contract has been arranged by telephone, online or by home visit, IBERDROLA may insist that payment be made via direct debit to a bank account. To expedite payment, the parties may agree upon a fixed monthly quota based on historical consumption. This amount will then be reviewed every six months and settled yearly based on the Customer's actual consumption.
- **4.6.-** In the event of partial payment, the Customer may indicate which debts the payment should be put towards if other supplies or services have been arranged. If not indicated, and once interest and expenses have been covered, payment shall be put towards the longest outstanding bills for any supply or service.
- **4.7.-** In the event of delay by either party in paying any amount, annual late-payment interest equal to the legal interest rate plus TWO (2) percentage points will automatically accrue. In the case of business owners and companies, the late-payment interest discussed in Act 3 of 29 December 2004 will apply.
- **4.8.-** Customers who have opted for e-billing will receive an alert that a new bill has been issued at the email address provided and may view and download their bills by using their user name and password to log on to "My Customer Area" at www.iberdrola.com. Customers may ask to receive paper bills at any time and at no cost.
- **4.9.-** As stipulated in its specific terms and conditions and attachments, this supply contract is for customers whose accumulated annual consumption registered in the supply point information system (SIPS) regarding all electricity supplies contracted with IBERDROLA is below 1 GWh/year and all gas supplies contracted with IBERDROLA is below 5 GWh/year. In the event of the consumption foreseen for this contract, together with that of the rest of the same customer's contracts, exceeding said limit, IBERDROLA reserves the right not to activate it.

5.- WHEN MAY THE SUPPLY BE SUSPENDED AND WHEN WOULD THE SUPPLY AGREEMENT BE TERMINATED DUE TO NON-PAYMENT?

5.1.- In the event of non-payment within the specified timeframe, IBERDROLA will serve notice on the Customer demanding that payment be made. If payment is not then forthcoming within the period stated in the notice, which will be at least 10 days, it may ask the Distributor to suspend the supply. The demand will be deemed validly made when it is delivered, attempted to be delivered or rejected.

Once the supply has been interrupted, and once the outstanding debts have then been repaid, including any applicable interest and expenses, IBERDROLA shall instruct the Distributor to reconnect the supply. This process will be completed by no later than the next day in the case of electricity, or within the following 48 hours in the case of gas.

- **5.2.-** If payment is still forthcoming upon reaching the indicated date for suspending the supply, IBERDROLA may choose to terminate the supply agreement.
- **5.3.-** IBERDROLA has entered into a number of collaboration agreements with public bodies and non-governmental organisations to protect the interests of vulnerable consumers. For more information on available aid, please visit the municipal social services.

6.- STEPS TO FOLLOW WHEN CHANGING THE CONTRACT HOLDER?

- **6.1.-** The holder of the supply agreement must be the actual user of the energy and must use that energy for the agreed purposes and at the agreed location. Accordingly, it may not assign or sell the agreement to third parties.
- **6.2.-** Provided the contract holder is current with its payment obligations, the Agreement may be transferred and changed to the name of another consumer who is to use the energy under identical conditions and who signs the corresponding contract.
- **6.3.-** IBERDROLA may transfer the contract to any investee, related party or successor entity belonging to the Iberdrola Group, provided it is able to perform and honour the contract under identical terms and conditions. It may do so by simply notifying the Customer of the transfer.

7.- HOW IS PERSONAL DATA PROCESSED?

7.1.- Who is Responsible for the processing of your data?

IBERDROLA CLIENTES, S.A.U., with tax identification number A-95758389, whose registered offices are at Plaza Euskadi 5, 48009 Bilbao, is the party responsible for processing the data provided by the Customer by virtue of this Contract, and of such data as may subsequently derive from these contractual relations. It hereby guarantees its security and confidential processing in accordance with the provisions of the General Data Protection Regulations.

The Customer can contact the Data Protection Officer to resolve any queries relating to the processing of their personal data, through dpo@iberdrola.es

7.2. For what purposes do we process your personal data?

The Customer's personal data will be processed for the purpose of managing relations with IBERDROLA, providing the services requested, handling customer service and in general fulfilling the obligations under the Contract. IBERDROLA may update and add to the Customer's personal data by acquiring databases from publicly accessible sources allowing improved management of relations and contact with the Customer.

IBERDROLA may consult credit agency records to check the financial solvency of the Customer and take decisions based on these checks that may affect the Customer, including making the coming into force of the Contract or its continued validity subject to the establishment of a guarantee of payment. However, IBERDROLA will always give the Customer the opportunity to state any arguments they think fit to defend their rights and interests. In the event of non-payment, IBERDROLA may inform such credit agencies accordingly, complying with the legislation in force.

IBERDROLA will also process the personal data for the purpose of offering, by the means provided and including electronic means, in segmented and personalised form, information about the supply of energy, products and services of IBERDROLA or of third parties promoted by IBERDROLA, if the Customer has consented to this, relating to energy, telecommunications, finance, home and entertainment, even after the contractual relationship has come to an end if the Customer has so consented. To this end, IBERDROLA may use automated support systems and other means allowing profiles of target audiences of campaigns, activities or actions to be defined, using information from IBERDROLA as well as information from third-party sources if the Customer has consented thereto.

Additionally, IBERDROLA may use the Customer's anonymised data, safeguarding their identity, even after the contractual relationship has come to an end, in its decision making and management support systems.

7.3. How long will we keep your data for?

Personal data provided will be processed by IBERDROLA for the purposes of performing and maintaining the Contract for the period during which the contractual relationship remains in force, which shall start when the Contract is signed and end, irrespective of the supply period, once all the contractual obligations, such as attending to the Customer's requests for information, complaints and revision of invoices, have been fulfilled, without prejudice to such obligations to block data as may derive from applicable legislation.

If the Customer has so consented, the data may be processed for two more years after the Contract has come to an end, without prejudice to the obligation of blocking imposed by the Personal Data Protection Act (PDPGDRA).

7.4. Under what authority may Iberdrola process your data?

The authority to process your data is this Contract, the consent obtained from the Customer, the legislation applicable to the supply of electricity, gas and similar products and services and any other that might be applicable to it at any given time.

The processing may also be based on the legitimate interests of IBERDROLA regarding the supply of energy and its own related products and services, loyalty programmes, including sporting, cultural and charitable activities in which IBERDROLA participates, the drawing up of profiles in order to offer products or services similar to those contracted. This data may also be communicated to third-party companies for the performance of administrative procedures for purposes of customer acceptance, fraud prevention, debt collection and management of the security of the supporting information systems.

If for any process regarding the Contract it should be necessary for the Customer to provide personal data of persons other than the contract holder, the Customer must first inform them explicitly of the content of this clause and obtain their prior consent to the processing of their data.

7.5. Who will your data be passed on to?

The data needed to manage access to the grid will be sent to the Distribution Company and will remain incorporated in a file under its responsibility (Supply Point Information Service) accessible by such persons as may be determined by the legislation at any given time

IBERDROLA in turn works with third-party service providers such as sales channels, administrative support, call centres, banks, debt collection agencies, marketing and advertising firms, auditors and others which in certain cases may access your data, with the necessary safeguards, for purposes of processing.

In the event of non-payment by the customer, IBERDROLA may report this to the relevant credit agencies, complying with the applicable legislation. It may also release the data to the competent authorities and bodies in compliance with such legal and tax obligations as may pertain. The information relating to this supply Contract will also be disclosed to the Spanish tax authorities for the purposes of the General Taxation Act no. 58/2003 and the Tax Fraud Prevention Act no. 36/2006. Also, by virtue of Royal Decree 897/2017 which among other matters regulates discounts for vulnerable consumers, the Customer's personal data may be communicated to the bodies in charge of the protection of vulnerable consumers for them to implement the measures contained in the Decree, and to any other government department for such purpose as may legally be determined.

The Customer's personal data may be accessed by or communicated to other companies located in countries outside the European Union. In this regard you are informed that IBERDROLA currently has call centre services contracted with third-party providers that sometimes provide their services from countries outside the European Union. Such access is considered an international transfer of data and is covered by authorisations TI-00114-2010 and TI-00166-2009 of the Spanish Data Protection Agency in light of the guarantees provided by said service providers.

Customer's personal data may be accessed or communicated to other companies located in third countries outside the European Union. To this end, we inform you that the Representatives and IBERDROLA may communicate with each other through their profiles on social networks whose information may be located in countries outside the EU. In these cases, the data necessary for communication will be treated in accordance with the guarantees of art.44 RGPD and informed by the social network itself to its users or on the basis of the unequivocal consent of the user given directly to IBERDROLA.

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

The data that the Customer provides us with is necessary for the maintenance of the contractual relationship. Failing or refusing to provide it would make it impossible for us to manage the relationship.

The Customer is responsible for the truthfulness of the data provided and should request its amendment whenever necessary to ensure the proper provision of the contracted services and efficient communication.

The Customer can exercise their rights of access and rectification or request that their data be deleted when it is no longer required for the purposes for which it was collected, among other reasons.

The Customer may request restrictions on the processing of their data in the circumstances established in Article 18 of the General Data Protection Regulations, in which case it will be kept only for the exercise or defence of possible claims.

The Customer may withdraw the consent given at any time, objecting to the processing of their data for a particular purpose, without this affecting the legitimacy of the processing based on the consent prior to its withdrawal, or object to it, in which case their personal data will be kept only for the exercise or defence of possible claims.

The Customer may contact IBERDROLA to challenge any decision that the Customer believes may affect their rights and freedoms or legitimate interests and which is based on an automated decision, including profiling. This right allows the Customer to challenge such decisions and obtain a direct response from the IBERDROLA controllers.

The Customer may ask IBERDROLA for portability of their personal data, obtaining an electronic copy of them by email to the address provided or in the corresponding section of the Iberdrola website.

All these rights can be exercised by writing to IBERDROLA CLIENTES S.A.U., Att. Responsable Protección de Datos, Apartado de Correos nº 1732, 28080 Madrid, or through any of the IBERDROLA channels: Customer Service telephone number 900 225 235, email: protecciondatos.comercial@iberdrola.es, 'My Customer Area' in www. iberdrola.es, and any of the Service Points, indicating the identification particulars, postal or e-mail address, reasons for the request and supporting documentation including proof of identity.

In the event that the Customer does not obtain a satisfactory response, IBERDROLA hereby informs the customer of their right to submit a complaint to the Spanish Data Protection Agency, Calle Jorge Juan 6, 28001 Madrid or through its website: www.aepd.es

8.- HOW AND WHEN CAN THE CONTRACTUAL TERMS AND CONDITIONS BE MODIFIED?

8.1.- IBERDROLA shall serve advance notice of at least one (1) month in advance of any amendment to the contractual terms and conditions. The Customer will then be entitled to terminate the Agreement with no penalty whatsoever unless the modification was the product of a regulatory or legal development or stems from a decision handed down by a public or judicial authority.

9.- HOW CAN I CONTACT IBERDROLA, OBTAIN INFORMATION, SUBMIT GRIEVANCES AND HOW ARE CONFLICTS RESOLVED?

- **9.1.-** The Customer may discuss their contract with IBERDROLA by calling the Customer Care Line on 900 225 235; by sending a letter to IBERDROLA CLIENTES, S.A.U., Apartado de Correos n° 61090 28080 Madrid; or by writing to clientes@iberdrola.es. They may also make contact through www.iberdrola.es or visit any Customer Service Point. In Catalonia, this is located at Paseo de la Zona Franca 111, 21 C 08038 Barcelona.
- **9.2.-** Customers can obtain information on energy consumption and efficiency measures from any of our customer service channels, or by approaching Comisión Nacional de los Mercados y la Competencia (National Markets and Competition Commission) at calle Alcalá 47, 28014 Madrid (www.cnmc.es); Instituto para la Diversificación y Ahorro de la Energía (Spanish Institute for Energy Diversification and Savings), at calle Madera 8, Madrid 28004 (www.idae.es); or the relevant local authorities for their local area, as listed on the CNMC website (www.cnmc.es) under the section titled "Energía/Consumidores de Energía/Gas Natural" (Energy/Energy Consumers/Natural Gas).
- **9.3.-** Grievances or claims may be submitted through any of the channels described in Clause 9.1 above. The Customer may also present their grievance or claim before the Spanish Ministry for Energy, Tourism and the Digital Agenda, or the courts for the area where the supply or service is provided.
- **9.4.-** If the consumer or user Customer receives no final decision from IBERDROLA in response to the grievance or claim within ONE (1) MONTH, or if the Customer disagrees with the decision, it may refer the matter to the Consumer Arbitration Board (Junto Arbitral) for its autonomous region. Matters that IBERDROLA has referred to arbitration can be viewed at www.iberdrola.es