

## GENERAL CONDITIONS CONTRACT FOR LAST RESORT RATE, LOW PRESSURE NATURAL GAS SUPPLY

### 1. PURPOSE OF THE CONTRACT

**1.1.-** The purpose of this contract is the supply of natural gas at a last resort rate (LRR) by CURENERGÍA COMERCIALIZADOR DE ÚLTIMO RECURSO, S.A.U. (hereinafter, CURENERGÍA) to consumers who have a right to sign for it, in accordance with applicable regulations, at the Supply Point (CUPS) that corresponds to the Client's address.

**1.2.-** This supply contract is of a personal nature and the customer must therefore be at all times the actual user of the natural gas supplied at the facilities identified in the contract, and may not use it for any purposes other than those for which it was contracted and may not assign it, dispose of it or make it available to third parties.

**1.3.-** This contract shall be governed by the stipulations set forth herein and by the legislation in force at all times.

### 2. DURATION OF THE CONTRACT

**2.1.-** The duration of this contract shall be one (1) year from the supply start date.

**2.2.-** The contract shall be extended automatically for the same term if the customer does not express their wish to terminate it at least fifteen (15) calendar days before the date of expiry of the contract or of any of its extensions.

**2.3.-** Notwithstanding the foregoing, the validity of this contract shall be subject to a client solvency check. As a result of the aforementioned solvency check, or in the event of non-payment, CURENERGÍA may make the provision of supply conditional on the Client's giving an adequate payment guarantee in the form of a deposit or a bank guarantee using the format provided by CURENERGÍA, as applicable. CURENERGÍA shall return the guarantee to the Client after the Contract's termination, reserving the right to withhold from it the amount of any outstanding charges and any other charges resulting from any other breach by the Client. If the Client has not provided the guarantee within one (1) month of being required to do so by CURENERGÍA, this Contract shall be terminated without any obligation to provide compensation.

### 3.- TERMINATION OF THE CONTRACT

**3.1.-** As well as upon expiry of its term, this contract shall be terminated by mutual agreement of the parties, for breach of contract, especially in the event of non-payment of any amount owed according to this contract, and it may also be terminated by discontinuance communicated by the customer to CURENERGÍA provided notice is given by a method that makes it possible to keep a record of the identity and intention of the party concerned, at least six (6) working days before the date on which the customer wishes to discontinue the supply and notwithstanding the economic conditions that may result under the rate regulations in force.

### 4. CUSTOMER AUTHORISATIONS

**4.1.-** By signing this contract, the customer authorises CURENERGÍA to make a request in their name to change the supplier to the distribution company and to do whatever is necessary to amend or terminate any existing contract the customer might have with other retailers prior to the date of this Contract.

### 5. QUALITY OF SUPPLY

**5.1.-** The supply must be effected in the conditions of quality established by current regulations (Royal Decree 1434/2002, sections 63-65) and in any regulations that supersede or amend these provisions, based mainly on the continuity of supply (number and duration of outages) and product quality (quality of the gas and odourisation).

**5.2.-** The distribution company for the area is responsible for the availability and quality of the supply in accordance with the provisions of the legislation in force.

**5.3.-** Non-compliance with the supply quality standards shall give rise to the billing discounts laid down in section 66 of Royal Decree 1434/2002 or any regulations that supersede or amend these provisions. CURENERGÍA shall handle any claims against the distribution company for rebates and discounts that the distribution company must apply to the customer in the event of non-compliance with quality standards.

### 6. METERING EQUIPMENT

**6.1.-** The installations and metering equipment shall be connected by the distribution company in accordance with the conditions and within the time limits set forth by current regulations (Royal Decree 1434/2002, sections 48 to 51) or by regulations that replace or amend them.

**6.2.-** The customer shall grant CURENERGÍA and the distribution company free access to the metering equipment for tasks related to installation, reading, inspection, maintenance, control and verification. The Client shall also facilitate access to the usage data.

**6.3.-** In the event that the installed natural gas meter or other components are installed on a rental basis, the prices to be billed for it shall be those established by the regulations in force at all times, which shall be billed by the distribution company to the retailer. These prices include the following tasks, performed by the Distributor: installing or adapting equipment, maintenance, checking and validation of usage. If the meters are rented directly through the retailer or if additional metering services are offered, the agreed upon price will be shown in the Specific Conditions.

### 7. SUPPLY PRICE

**7.1.-** The supply price shall match the last resort rate (LRR) set by the Ministry of Industry, Tourism and Trade.

**7.2.-** The fees, service connection, hook-up and verification charges, and other regulated items legally payable to the distribution company shall be at the customer's expense. CURENERGÍA shall pay the Distributor for these regulated items and pass on the cost to the Client in a single bill as part of the supply price.

Specifically, in the event that there are fees on common gas pipelines or other fees, the Client will be billed the amounts that the Distributor bills to the Marketing Entity for this as regards the Client's supply point.

CURENERGÍA shall also pass on to the Client any amount claimed by the Distributor for re-billings or as a result of official inspection reports concerning the Client's supply point.

**7.3.-** Variations in the last resort rate (LRR) and fees, as well as any other variation or change in other headings, activities and regulated items that may be approved by the government for application while this contract is in force, shall automatically be transferred to the applied prices, without this being considered a change in the contractual conditions under the terms set forth in Clause 13.

**7.4.-** If, for any reason, a change is made in the access rate group assigned by the distribution company to the customer's supply point, CURENERGÍA shall apply the price set for that rate group.

### 8. INVOICING AND PAYMENT

**8.1.- Billing:** CURENERGÍA will bill the Client according to the meter readings (of natural gas usage) taken by the Distributor. However, CURENERGÍA reserves the right to issue estimated usage bills provided by the Distributor, in the event of the absence of readings, by applying criteria of proportionality as regards the usage and time of the same period of the previous year or, failing that, the preceding months in which meter readings were taken. If usage data for the preceding months are not available, estimates will be made using criteria of proportionality as regards other clients with the same characteristics. For these purposes CURENERGÍA may prepare supplementary billings once the actual usage is known, in accordance with the regulations in force.

The billing frequency shall be as indicated in the Individual Terms & Conditions and will depend in any event on the frequency with which the Distributor provides CURENERGÍA with the meter readings.

Bills shall give details of the amount of electricity consumed, the prices agreed and other billing items. The bill shall give details of the taxes and surcharges included in the price including, as appropriate, any others that may be approved by the public authorities while the Contract is in force.

E-billing: Clients who have expressed the wish to receive E-billing may download their bills from the Online Customer Office on [www.curenergia.es](http://www.curenergia.es), once they have received an e-mail at the address provided by them notifying them that the bill is available.

Clients may log in to the Online Customer Office using the user name and password provided to them by CURENERGÍA, subject to the terms of use available from the Office.

**8.2.- Payment:** The payment period is twenty (20) calendar days from the date the bill is issued. If the last day of the payment period is a Saturday or a public holiday, the payment period shall end the first working day that follows it. Within the payment period, the Client may pay the billed amounts by means of direct debit from the bank account that the Client has designated, or through the accounts that CURENERGÍA may indicate, in CURENERGÍA's collection offices or to whomever CURENERGÍA appoints. In geographic areas where it is difficult to use the systems mentioned above, the consumer may pay the billed amount by means of a postal money transfer or other similar means.

Payment may be made via a constant fixed monthly instalment proportional to past usage or estimated, in the absence thereof, which shall be adjusted annually with the actual usage.

**8.3. Late payment:** Any customer in arrears on all or part of the payments due shall incur, without the need for prior notice, annual late-payment interest equal to the legal interest rate, plus two (2) percentage points from the day following the end of the payment period.

Notwithstanding the foregoing, in the event of non-payment, and in compliance with the requirements set forth in Royal Decree 1720/2007, CURENERGÍA may notify the credit reporting agencies of incidents of non-payment, after giving the customer notice, in accordance with Clause 12.

Likewise, information related to incidents of non-payment that consumers have incurred shall be included in the distribution company's Supply Point Information System, to which the Supplier Switching Office and retailers that request it may have access.

**8.4.- Supply interruption:** CURENERGÍA may instruct the distribution company to interrupt the supply to the customer in accordance with the legislation in force, when at least two (2) months have elapsed from the time that CURENERGÍA has given the customer payment notice with acknowledgement of receipt, without the payment having been made. For these purposes, the requirement shall be made by delivery, to the address that appears on the Contract, by whatever means makes it possible to record receipt by the party in question or their representative, as well as the date, identity and contents of the requirement, with CURENERGÍA required to keep certification of the notification made. In the case of a rejection of the notification, the circumstances of the attempt to notify shall be specified and the procedure shall be deemed completed. This communication must include the procedure for interruption of supply due to non-payment, specifying the date on which it shall be interrupted if the owed amounts are not paid before that date.

In order to proceed with an interruption of supply due to non-payment, the day for interrupting the service can be neither a public holiday nor those days that, for whatever reason, there is no customer service, either commercial or technical, for reinstating supply, nor the day before those days when any of these circumstances occurs.

The exercise by CURENERGÍA of its right to interrupt the service does not relieve the Client of the obligation to pay the amount of the billing outstanding under the Contract.

Once supply has been interrupted, it shall be reinstated within a maximum of forty-eight (48) hours of payment of the owed amount, including any late-payment interest that may have accrued and the amount authorised for restoring the supply, except in cases where there has transpired a period of time that involves termination of the Contract.

Likewise, the distribution company may interrupt the supply temporarily for technical reasons, in accordance with legislation in force, when there are reasons of safety or force majeure or to perform maintenance, repair, replacement or improvement tasks on the gas installation.

**8.5.- Termination of the contract:** The contract shall be terminated two (2) months after the date of interruption of supply. The interruption of supply or access in cases of fraud shall give rise to the automatic termination of the contract.

**8.6.- Allocation of payments:** The customer must first pay the late-payment interest and any other expenses owed before paying the principal amount.

If the Client has other supplies contracted with CURENERGÍA and makes partial payments, the Client shall be entitled to specify to which of the debts the payment should be allocated, in the terms specified in the Spanish Civil Code. If the Client does not exercise this right, once the interest and expenses have been covered, the payments shall be allocated to the longest outstanding bills for any supply or service.

## 9. RESPONSIBILITIES

**9.1.-** CURENERGÍA shall be responsible to the customer for the supply of natural gas and the contracting of access to the grid under the conditions laid down in the applicable legislation and herein.

**9.2.-** The customer shall be responsible for their internal installation, for carrying out the mandatory checks and/or inspections, and for keeping the receiving installations in perfect condition, including the appliances that use the supply, and for making proper use of the same.

**9.3.-** The distribution company for the area shall be responsible for grid operation and maintenance, and for the availability and quality of the supply in accordance with the applicable legislation.

**9.4.-** The parties agree that force majeure and acts of God shall release them from liability.

## 10. SUBROGATION AND ASSIGNMENT

**10.1.-** For the subrogation of rights and obligations under this contract, it shall be sufficient to notify CURENERGÍA of the change of ownership in a manner that requires acknowledgement of receipt, as long as payments are up to date. This notification must contain the new Client's conformance, which must state their personal information and registered address for receiving bills, the tax identification number and the direct debiting information.

**10.2.-** CURENERGÍA may assign this contract or its rights and obligations hereunder to any investee, related or successor company of CURENERGÍA that may in the future provide the service that is the subject matter hereof, by simply notifying the customer.

## 11. REMOTE CONTRACTING

**11.1.-** The parties hereto agree that all issues concerning the performance of the contract, including the serving of notices and the contracting of other products and services that CURENERGÍA may offer the customer, may be effected by telephone or on line using the identification and security password systems provided by CURENERGÍA.

**11.2.-** The parties hereto agree to grant full legal validity to the consent given by the customer by means of the passwords and/or codes provided by CURENERGÍA under the terms indicated for their use in such a way as to make it possible to personally identify the Client.

## 12.- PROCESSING OF PERSONAL DATA

**12.1.-** Responsibility of processing of personal data

CURENERGÍA COMERCIALIZADOR DE ÚLTIMO RECURSO, S.A.U., with tax identification number A-95554630, 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.com](mailto:dpo@iberdrola.com).

**12.2.-** Purpose of processing of personal data

The Customer's personal data will be processed for the purpose of managing relations with CURENERGÍA, providing the services requested, handling customer service and in general fulfilling the obligations under the Contract. CURENERGÍA 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.

CURENERGÍA 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 CURENERGÍA or of third parties promoted by CURENERGÍA, 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, CURENERGÍA may use automated support systems and other means allowing profiles of target audiences of campaigns, activities or actions to be defined, using information from CURENERGÍA as well as information from third-party sources if the Customer has consented thereto.

Additionally, CURENERGÍA 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.

**12.3.-** Personal data retention period

The personal data provided will be processed by CURENERGÍA for the purposes of performing and maintaining the Contract for the period during which the contractual relationship remains in force, which will 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.

**12.4.-** Legitimacy

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 CURENERGÍA regarding the supply of energy and its own related products and services, loyalty programmes, including sporting, cultural and charitable activities in which CURENERGÍA 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 the purposes of customer acceptance, fraud prevention, debt collection and managing the security of the supporting information systems.

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

**12.5.-** Disclosure of personal data

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.

CURENERGÍA 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, CURENERGÍA 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 General Taxation Act No. 58/2003 and 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 CURENERGÍA 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.

Customers may contact CURENERGÍA through its social media platforms, such as Facebook or Twitter, located in the United States. The data transfers are covered by the EU-US Privacy Shield agreement (information available

at <https://www.privacyshield.gov/welcome>) or explicit consent of the interested party where applicable.

#### **12.6.- Rights**

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 CURENERGÍA 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 CURENERGÍA controllers.

The Customer may ask CURENERGÍA for portability of their personal data, obtaining an electronic copy of them either by emailing the address provided or from the corresponding section of the Iberdrola website.

All these rights can be exercised by writing to CURENERGÍA COMERCIALIZADOR DE ÚLTIMO RECURSO, S.A.U., Att. Responsable Protección de Datos, Apartado de Correos 61343, 28080 Madrid, or through any of the CURENERGÍA channels: Customer Service on 900 100 309; by emailing [protecciondatos.comercial@curenergia.es](mailto:protecciondatos.comercial@curenergia.es); on the 'My Customer Area' on [www.curenergia.es](http://www.curenergia.es), and at 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, CURENERGÍA 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.agpd.es/portalwebAGPD/CanalDelCiudadano/index-iden-idphp.php](http://www.agpd.es/portalwebAGPD/CanalDelCiudadano/index-iden-idphp.php)

#### **13. MODIFICATION OF THE CONTRACT'S TERMS AND CONDITIONS.**

**13.1.-** Modification of this contract's Terms and Conditions, except when it is the result of applicable legislation, shall be communicated to the customer at least one (1) month prior to its coming into force, and shall inform the customer of their right to terminate the contract without penalty if they do not agree with such modification.

**13.2.-** In the event of any discrepancy between the General Conditions of the contract and the Specific or Special Conditions, the order of prevalence shall be the Specific, the Specific and then the General Conditions.

#### **14.- RIGHT OF DISCONTINUANCE**

**14.1.-** If the Contract is formalised remotely (by phone or the Internet) or outside the business premises and the customer is understood to be both consumer and user, the consumer customer shall be entitled to withdraw from this Contract without the need to justify its decision and with no penalty of any kind, within a maximum period of fourteen (14) days from the time the Contract is formalised. Supply contracts associated with a marketing, business, trade or professional activity of the customer are excluded from the right for discontinuance.

For this purpose, the customer may withdraw from the Contract by sending the Withdrawal Document available in [www.curenergia.es/info/desistimiento](http://www.curenergia.es/info/desistimiento) or by calling the Customer Service telephone number 900 100 309, or by any other unequivocal means of notification of its desire to withdraw from the Contract.

#### **15.- CLAIMS, APPLICABLE LEGISLATION AND JURISDICTION**

**15.1.-** The customer may make any claims in relation to this contract by writing to CURENERGÍA COMERCIALIZADOR DE ÚLTIMO RECURSO, S.A.U., Apartado de Correos nº 61173 - 28080 Madrid, or by using any of the channels made available to them by CURENERGÍA: Customer Service telephone number 900 100 309, fax 901 202 019, e-mail: [clientes@curenergia.es](mailto:clientes@curenergia.es), on [www.curenergia.es](http://www.curenergia.es), as well as at any CURENERGÍA service point. For customers residing in Catalonia, also at Paseo Zona Franca 111, planta 21 C, 08038 - Barcelona.

**15.2.-** Once a claim is lodged, if it has not been resolved within one (1) month or if it has been resolved but not accepted, the customer may submit the claim before the regional Consumer Arbitration Boards in those cases in which CURENERGÍA has submitted to such arbitration.

**15.3.-** These General Conditions shall be governed to all intents and purposes by Spanish legislation. The parties hereto submit to the Courts of the place where the service is provided.