GENERAL CONTRACTING CONDITIONS

Version of November 2, 2026

This English translation is provided for information purposes only. In the event of any discrepancy, the Spanish and Catalan versions shall prevail, in accordance with General Condition 24.

1. PURPOSE OF THE CONTRACT

1.1. The purpose of this contract (the " Contract") is the supply of electricity by COMPAÑÍA LUMISA ENERGÍAS, SL (" LUMISA"), with tax ID (CIF) B65711855, postal address at Carrer d'Ausiàs Marc, 67, 08010 Barcelona, and email address atcliente@lumisa.es, at the Supply Point (CUPS) corresponding to the Client's address stated in the Particular Conditions, through the installations of the relevant local distributor, under the terms set out in the Particular Conditions, these General Conditions and applicable legislation.

1.2. To this end, by signing this Contract, the Client expressly accepts, as the sole modality, the joint contracting of energy supply and network access through LUMISA, enabling LUMISA to offer an all-inclusive price covering both components. Through this Contract, the Client expressly authorises LUMISA to assume, for all legal purposes, the Client's position in the Network Access Contract entered into with the Distribution Company to whose network the Client's installation is connected. The Client undertakes to authorise such joint contracting through LUMISA for as long as this Supply Contract remains in force. In the event of any discrepancy between the General Conditions and the Particular Conditions, the Particular Conditions shall prevail.

1.3. This Supply Contract is personal, and the Client must be the actual user of the electricity supplied. The electricity may not be used at a location other than that for which it was contracted, nor may it be transferred, sold or made available to third parties. However, provided that all payments are up to date, the Client may transfer the contract to another consumer who will use it under identical conditions, upon submission of a written change-of-ownership request signed jointly by the Client and the new holder, and acceptance by LUMISA, which will arrange the corresponding adjustment of the Access Contract with the Distribution Company; the effectiveness of the transfer is conditional upon such adjustment. The quality of service shall be as defined by Royal Decree 1955/2000 of 1 December and related regulations.

2. DISTANCE CONTRACTING

2.1. The Parties agree that all matters relating to the performance of the Contract, including its validity and execution and the validity of notifications sent by LUMISA to the Client, may be carried out by post, telephone, electronic or telematic means, including SMS, WhatsApp and/or specific identification codes or security keys provided by LUMISA for this purpose, or by any other means that ensures communication. Accordingly, this Contract is concluded electronically through the website www.lumisa.es, owned by LUMISA, or through any other channel enabled by LUMISA, and is deemed perfected upon the Client's acceptance via the sign-up or switching form. The Client must accept the conclusion of the Contract through LUMISA's electronic signature system, which guarantees the security and legal validity of the process. All notices and communications between the Parties under this Contract shall be made through the aforementioned means, using the contact details designated by the Client in the Particular Conditions.

2.2. In accordance with Royal Legislative Decree 1/2007, LUMISA offers the Client the option of receiving invoices electronically or by post. If the Client expressly authorises LUMISA to issue invoices electronically, they will be sent to the email address provided by the Client in the Particular Conditions. Consent to electronic invoicing shall remain in force until expressly revoked by the Client.

2.3. LUMISA shall not be liable for the actions of third-party communication operators (telephone, post, SMS, among others) used by Clients, nor for any damage or loss they may cause.

3. SUPPLY POINT, QUALITY AND TECHNICAL CONDITIONS

3.1. For the purposes of this Contract, Supply Point(s) means the connection or delivery point located at the Client's installation where the consumption of the electricity supplied by LUMISA is measured.

3.2. The quality and availability of supply are the sole responsibility of the distribution company that owns the network to which the Client's installation is connected. Such quality shall be as defined by the regulations in force at any given time, in accordance with Royal Decree 1955/2000 of 1 December and any other applicable legislation.

3.3. The nominal voltage and maximum power that the Client may consume under this Contract shall be determined in accordance with the applicable regulations.

4. METERING AND CONTROL EQUIPMENT

4.1. Throughout the term of this Supply Contract, the Client must have at the Supply Point(s) metering and control equipment for the electricity supplied (" Metering and Control Equipment") that complies with the legally established technical requirements. The Client is responsible for its safekeeping, for the devices that measure consumption and for compliance with all other obligations established by applicable legislation. The Client shall be responsible for their internal installation, for carrying out mandatory inspections and/or reviews, for keeping the receiving installations, including consumption devices, in perfect condition, and for using them appropriately.

4.2. The Metering and Control Equipment may be owned by the Client or, where applicable, rented. In the case of rental, LUMISA will pass on to the Client the amount invoiced by the Distribution Company for such rental. In addition, all expenses, taxes and legal payments arising from the Supply Contract and the Access Contract, as well as any other costs associated with the rental or maintenance of the equipment, shall be borne by the Client.

4.3. If the Distribution Company, in accordance with current legislation, deems it necessary to install a Power Control Switch ("ICP"), it shall be installed in accordance with the applicable regulations and its rental shall be invoiced to the Client. Should any regulation on the rental of Metering and Control Equipment be established, such regulation and any future amendments shall be fully incorporated into this Contract.

4.4. In accordance with current regulations, the Client must guarantee physical access to their installation for LUMISA, the Distribution Company, or their duly accredited employees or contractors, in order to carry out readings, checks, verifications, sealing or any other work generally required for the effective provision of the service under this Contract.

4.5. The Client undertakes not to tamper with any component of the installation, in particular the Metering and Control Equipment, in

accordance with current regulations, and holds LUMISA harmless from any consequences arising from a breach of this obligation, without prejudice to any legal liability for such tampering. In such case, LUMISA may terminate the Contract and hold the Client fully liable as provided in General Condition 14.

4.6. In the event of failure or malfunction of the Metering Equipment preventing the reading of consumption data for any period, LUMISA will estimate the energy consumed by the Client as provided in General Condition 7.4.

4.7. In accordance with the Spanish Electricity Sector Act and its implementing regulations, the Distribution Company is solely responsible for maintaining the distribution network and for the quality and continuity of supply. LUMISA shall not be liable for any lack of quality or continuity of supply, nor for damage caused by interruptions, power outages, overvoltages or voltage drops.

5. PRICE

5.1. The Client shall pay the price set out in the Particular Conditions of this Contract, according to the contractual modality chosen by the Client from those offered by LUMISA (fixed price or indexed price). Such price may vary in accordance with General Condition 6 (regulated items) and General Condition 9 (modification of conditions).

5.2. The applicable indirect taxes in the geographical area where the supply is provided, including the Special Electricity Tax (IEE), shall be added to the established price, together with the other regulated items detailed in General Condition 6, which may be updated at any time during the term of this Contract if they change. The economic conditions of this Contract may be modified in accordance with General Condition 9.

5.3. The prices also include the regulated amounts that, under applicable regulations, are payable to the Distribution Company, which shall be passed on in full to the Client in accordance with current regulations. LUMISA shall also pass on to the Client any amount claimed by the Distribution Company as a result of re-invoicing or inspection reports relating to the Client's supply point. If the Client contracts network access directly with the distribution company, the cost of network tolls and charges shall be borne by the Client, in accordance with current legislation.

5.4. The Client shall be responsible for paying for reactive energy, which shall be invoiced in accordance with the system established in Royal Decree 1164/2001 of 26 October, establishing access tariffs to electricity transmission and distribution networks, and any amendment or replacement regulation.

5.5. The Client shall be responsible for paying the contribution to the financing of the Social Bonus (*bono social*), in accordance with Royal Decree-Law 7/2016 of 23 December, which regulates the financing mechanism of the Social Bonus and other protection measures for vulnerable electricity consumers, or any replacement regulation.

5.6. Under the indexed price modality, the energy price shall be calculated for each hourly or quarter-hourly period (h), regardless of how LUMISA sources its energy, according to the following formula:

$$\text{Energy Price}_h = \{ [\text{OMIE}_h + \text{SSAA}_h + \text{PC}_h + \text{OSOM}] \times (1 + \text{PERD}_h) + \text{DSV} + \text{CO} + \text{FNEE} \} \times (1 + \text{TM}) + \text{PyC}_p$$

Where:

OMIE_h: hourly or quarter-hourly price resulting from the clearing of the Spanish day-ahead electricity market, applied to the consumption curve in accordance with General Condition 7.5.

SSAA_h: cost of system adjustment services (technical constraints, regulation band, power reserve, active demand response, system imbalances and other adjustment services) in each period h, according to the system operator's settlements.

PC_h: capacity payments applicable in each period h, in accordance with current regulations.

OSOM: remuneration of the system operator and the market operator.

PERD_h: transmission and distribution network loss coefficient applicable in each period h, according to the access toll, in accordance with current regulations.

DSV: cost of LUMISA's own imbalances between scheduled and actually consumed energy (€/kWh), as set out in the Particular Conditions, separate from the system imbalance costs included in SSAA_h.

CO: retail supply cost (€/kWh), as set out in the Particular Conditions.

FNEE: contribution to the National Energy Efficiency Fund.

TM: municipal fee for the special use of the local public domain, equal to 1.5% in accordance with Article 24.1.c) of the consolidated text of the Local Finance Act (Royal Legislative Decree 2/2004 of 5 March), or any percentage replacing it.

PyC_p: energy term of the access tolls and system charges corresponding to the tariff period (p) in which each period h falls, at the regulated amounts.

In addition, the following shall be invoiced:

(i) the power term of the access tolls and system charges, at the regulated amounts;

(ii) the Social Bonus financing contribution, as a fixed term in €/CUPS/day, in accordance with General Condition 5.5;

(iii) a management fee of €3.90 per month (€4.72 including VAT);

(iv) the other items provided for in General Condition 5, as well as the Special Electricity Tax and VAT or equivalent tax.

LUMISA will publish on www.lumisa.es the monthly values applied for SSAA, PC, OSOM and PERD.

5.7. Any promotion, discount and/or supplement on the price offered to the Client by LUMISA shall be limited to the specific circumstances for which it was granted or to the duration established therein, and shall not create any consolidated right of the Client to maintain such price.

6. REGULATED ITEMS AND REGULATORY CHANGES

6.1. Regulated items beyond the control of the Parties, such as taxes, tolls or charges, capacity payments, losses, contributions to the National Energy Efficiency Fund and, in general, any other item arising directly or indirectly from a regulatory change affecting prices, terms or items associated with the electricity supply, shall be passed on to the Client in accordance with the legislation and the administrative or judicial decisions applicable at the time of consumption, from the date and with the economic implications they determine, and in accordance with the other conditions of the Contract.

7. INVOICING AND PAYMENT

7.1. The Client is obliged to pay LUMISA for both the electricity consumed and the access tariff corresponding to the Distribution Company and other regulated components, in accordance with the prices set out in the Particular Conditions. The Client's obligation to pay these amounts shall continue until they are paid in full, even if the term of this supply contract has expired or the contract has been terminated for any other reason.

7.2. LUMISA will invoice the Client monthly or bimonthly for the amounts due under this Contract, covering both energy supply and access to the Distribution Network, depending on the form and/or frequency of the readings taken by the responsible entities. Invoices may be issued directly by LUMISA or by any other company expressly authorised by LUMISA, particularly where such company already has a prior commercial relationship with the Client for any other supply.

7.3. Invoices issued by LUMISA will detail all legally required items and provide information on the origin of the energy supplied, the environmental impact of the different energy sources and the share of each.

7.4. Consumption shall be invoiced on the basis of the readings taken by the responsible entities, in accordance with applicable regulations. If readings are not taken before the end of the billing period for reasons not attributable to LUMISA, the Client expressly authorises LUMISA to invoice an estimated amount based on the average consumption of the Client's Supply Point(s) over the last three months. LUMISA may issue supplementary invoices once actual consumption is known, in accordance with current regulations.

7.5. For invoicing consumption under the indexed price modality, LUMISA will invoice on the basis of the actual consumption curve of the Supply Point, obtained through the remote metering provided by the Distribution Company. Where no actual consumption curve is available — because the Supply Point does not have remote metering equipment, due to failure or absence of such information, or for any other reason not attributable to LUMISA—, the consumption profile published annually by Red Eléctrica de España (REE), available at https://www.ree.es/es/clientes/generador/gestion-medidas-electricas/consulta-perfiles-de-consumo, shall be applied to the consumption by periods provided by the Distribution Company. LUMISA may issue supplementary invoices once the actual consumption curve is known, in accordance with current regulations.

7.6. Payment shall be made within the period and by the means chosen by the Client, as stated in the Particular Conditions, from the following options: (i) direct debit to the bank account (IBAN) designated by the Client, (ii) payment by deposit into the accounts provided by LUMISA in the Particular Conditions, or (iii) payment by bank card.

7.7. In the case of direct debit, payment shall be made on the date the bank receives notification of the invoice amount or, where applicable, on the date the bank receives the instruction to charge the amount to the Client's account. In the case of contracting by telephone, online or at the Client's home, payment by direct debit may be required.

7.8. For payment by bank card, LUMISA has an online payment platform that operates under the PCI-DSS security protocol, established by card brands (Visa, Mastercard, 4B) to authenticate cardholders during online purchases. The terms of use of this platform are available at all times at lumisa.es/condiciones-pago-online/es.

7.9. LUMISA may modify or establish alternative payment methods where necessary. The Client authorises LUMISA to retain any credit balance of less than one hundred (100) euros in order to offset it against the next invoice. In the event of a returned payment or non-payment, LUMISA may require another payment method.

7.10. The due date for payment of invoices, for all payment methods specified in clause 7.6, shall be seven (7) calendar days from the invoice date. If payment has not been made by that date, the invoice shall be considered unpaid and the conditions set out in clause 7.11 regarding overdue debt, late payment interest and, where applicable, management costs shall apply.

7.11. Invoices not paid in full by the due date for reasons not attributable to LUMISA shall be considered overdue debt.

7.11.1. Consumer Clients. If the Client is a consumer, overdue and unpaid amounts shall accrue daily annual late payment interest equal to the statutory interest rate (*interés legal del dinero*) in force at any given time, plus two (2) percentage points, from the due date until payment. In addition, LUMISA may pass on the bank charges actually incurred for returned payments, up to a maximum of five (5) euros per returned direct debit, as well as the regulated reconnection fees in the event of supply suspension.

7.11.2. Non-Consumer Clients. If the Client is acting in the course of their business or professional activity, overdue and unpaid amounts shall accrue daily, from the due date and without the need for prior demand, late payment interest of one per cent (1%) per month. In all matters not provided for herein, Law 3/2004 of 29 December on combating late payment in commercial transactions shall apply. In addition, non-payment shall entail: (i) bank charges for returned payments of €5 (€6.05 including VAT); and (ii) collection management costs, according to the invoice amount: €1 to €50, €15 (€18.15 including VAT); €51 to €100, €20 (€24.20 including VAT); €101 to €150, €25 (€30.25 including VAT); €151 to €200, €30 (€36.30 including VAT); and over €200, €35 (€42.35 including VAT).

7.12. In the event of non-payment, and provided that the requirements of Article 20 of Organic Law 3/2018 are met, LUMISA will inform the Client, at least thirty (30) calendar days in advance, that their data may be reported to credit information systems such as ASNEF, so that the Client may pay the debt or exercise their rights. If the debt is not settled within that period, the data relating to the non-payment may be reported to such systems. Debts that are the subject of a pending complaint or out-of-court dispute resolution procedure shall not be reported.

7.13. The Client may change the payment method by express notice to atcliente@lumisa.es at least 21 calendar days before the invoice date, to allow the bank details to be updated and the charge to be made to the new account. If two or more consecutive or alternate payments are returned unpaid, the invoice will be sent to the address provided by the Client for payment at any of the entities indicated by LUMISA, and the bank charges incurred for the return shall be passed on to the Client. The Client must clearly identify which invoices each payment relates to, and releases LUMISA from any liability otherwise. Certain payment methods offered may be subject to management fees payable by the Client, of which the Client will be duly informed in advance.

8. CHANGE OF TARIFF AND CONTRACTED POWER

8.1. The Client is entitled to request a change of contracted power. Any costs arising from a change of power requested by the Client shall be borne by the Client.

8.2. The Client may make a single change of price modality —from fixed to indexed or vice versa— within twelve (12) months of the effective date of the last change; changes required for legal or regulatory reasons are excluded from this limit. The request must be made at least fifteen (15) calendar days in advance and shall take effect from the following billing period.

9. MODIFICATION OF CONDITIONS

9.1. LUMISA may modify the General and Particular Conditions, including the economic conditions, by notifying the Client at least thirty (30) calendar days before the date on which the modification takes effect. A Client who does not agree may terminate the Contract without any penalty.

9.2. If the Client does not express their disagreement within fifteen (15) days of the notification, or does not contract with another supplier, the Client shall be deemed to accept the modification on the date indicated by LUMISA. The new conditions shall apply until termination, if any, becomes effective.

9.3. The following shall not be considered modifications and shall be passed on to the Client insofar as they apply:

(i) changes arising from legal or regulatory provisions of any kind relating to the provision of supply, or from their judicial or administrative interpretation;

(ii) the annual price update in line with the previous year's CPI, or any index replacing it, once the initial term of the Contract has ended;

(iii) increases or decreases in tolls, charges and other regulated amounts.

These changes will be notified to the Client in the invoice following their application, and the Client may likewise terminate the Contract without penalty.

9.4. LUMISA may review all contractual conditions annually, coinciding with the renewal of the Contract.

9.5. Modifications will be published on www.lumisa.es, so that the Client has access at all times to an updated copy of the conditions in force.

10. CONNECTION FEES AND SECURITY DEPOSIT

10.1. Costs arising from connection, extension, reconnection, verification or other connection rights necessary for a new supply or to extend an existing one, payable to the Distribution Company, shall be borne by the Client. The Client must carry out, at their own expense, any technical adaptations required to bring their installation into line with regulations.

10.2. Accordingly, and in accordance with current regulations, LUMISA will invoice the following items, without prejudice to any regulatory changes to these amounts: (I) extension fees, for new connections or power increases, of €17.374714/kW contracted + VAT (total: €21.01/kW); (II) access fees, for new connections or power increases, of €19.703137/kW + VAT (total: €23.84/kW); (III) connection fees, for new connections, power increases or decreases and tariff changes, of €9.04 + VAT (total: €10.94); (IV) verification fees, for installations over 20 years old, of €8.01 + VAT (total: €9.69); and (V) contract modification fees for administrative work carried out by LUMISA, between €10 and €25 + VAT.

10.3. Contracted power may only be modified once a year, provided that at least 12 months have elapsed since the last change. This period does not apply in the event of a change of contract holder.

10.4. LUMISA may require the Client, at the time of contracting and in any case before the start of supply, to provide a security deposit for the legally established amount. The Client authorises LUMISA to apply the corresponding portion of this deposit to any outstanding amounts at the time of termination.

11. SUBROGATION AND ASSIGNMENT

11.1. Subrogation in the rights and obligations of the Contract requires a prior change-of-ownership request, provided that all payments are up to date. The new Client shall be subrogated in the Contract under the same conditions agreed with the previous holder, to whom any deposit or guarantee provided shall be returned, where applicable; a new deposit may be required from the new Client if necessary.

11.2. For supplies more than 20 years old, the Distribution Company may require verification of the installations, and the new holder shall bear the costs regulated by Royal Decree 1955/2000. It may also require, if necessary, the adaptation of the installations and the submission of the corresponding installer's certificate.

11.3. LUMISA may assign, where applicable, the Contract and the rights and obligations arising from it to any company that succeeds it legally or contractually, with prior notice to the Client.

12. TERM OF THE CONTRACT

12.1. This Supply Contract is entered into for a term of one (1) year from the start of supply and shall be automatically renewed for successive annual periods unless either party gives written notice at least one (1) month before the expiry date. To this end, each invoice sent to the Client will indicate the Contract end date so that the Client may prevent its renewal if they so wish. Notwithstanding the foregoing, the Client may terminate the Contract at any time, without penalty, by notifying LUMISA or by contracting supply with another supplier. In the case of temporary or seasonal supply, the term shall be as stated in the Particular Conditions, renewing annually in the case of seasonal supply.

12.2. The Contract shall enter into force on the date of signature. The start of supply is conditional upon: (i) verification and acceptance of the contract in accordance with General Condition 22; (ii) the Client providing the legally required documentation for energy supply or, where applicable, self-consumption; and (iii) network access being available and the Metering Equipment and, where applicable, the generation installation complying with current regulations. LUMISA shall not be liable for delays in the start of supply due to causes beyond its control.

12.3. If access to the distribution network is not granted within two (2) months of the signing of this document, the Contract shall be subject to a review, by agreement between the parties, of the economic conditions for the Supply Point(s) concerned. Failing such agreement, the Contract shall be deemed not to have been entered into.

13. SUSPENSION OF SUPPLY

13.1. Payment demand. In the event of non-payment, LUMISA will send the Client a formal demand by verifiable means to pay the overdue debt and accrued interest. The demand will state the amount owed and the invoices concerned, the available payment methods, the date from which suspension may be requested, the complaint channels and information on the Social Bonus and on the protection of vulnerable consumers. The demand shall be deemed validly served upon delivery, attempted delivery or refusal.

13.2. Period before suspension. If the debt has not been paid in full within the period indicated below from the date of the demand, LUMISA may request the Distribution Company to suspend the supply:

(i) where the Client is an individual holding the Contract for the supply of their habitual residence with a contracted power of 10 kW or less, in accordance with the periods and procedure of Royal Decree 897/2017 of 6 October, or any regulation replacing it;

(ii) where the Client is acting in the course of their business or professional activity, within seven (7) calendar days;

(iii) in all other cases, within twenty (20) calendar days.

13.3. Notice of the date. LUMISA will notify the Client of the scheduled suspension date at least twenty-four (24) hours in advance. Suspension may not take place on public holidays or on days when no customer, commercial or technical service is available.

13.4. Cases in which suspension for non-payment shall not take place:

(i) supplies declared essential under Article 52.4 of Law 24/2013 on the Electricity Sector;

(ii) supplies essential for medical equipment necessary to keep a person alive, provided that the Client has certified this to LUMISA by means of a medical certificate;

(iii) consumers in a certified situation of vulnerability or risk of residential exclusion, under the applicable national and regional regulations;

(iv) while a complaint by the Client or an out-of-court dispute resolution procedure directly related to the debt giving rise to the suspension is pending, in accordance with Law 10/2025 of 26 December.

13.5. Supplies in Catalonia. Before requesting the suspension of a supply located in Catalonia, LUMISA will consult the municipal social services as to whether the Client is at risk of residential exclusion, in accordance with Catalan Law 24/2015 of 29 July. If so, the supply shall not be suspended and the measures provided for in that law shall apply.

13.6. Other grounds for suspension. Supply may also be suspended, in accordance with the regulatory procedure:

(i) in cases of force majeure or unforeseeable circumstances, as provided in General Condition 15;

(ii) for fraud, tampering with the Metering Equipment, direct unauthorised connection, or installations posing a risk to the safety of persons or property;

(iii) for use of the supply for purposes or at locations other than those contracted;

(iv) for breach of other obligations of the Client that electricity regulations establish as grounds for suspension;

(v) for maintenance, repair, extension or replacement works on installations provided for in the regulations;

(vi) upon termination of the Contract.

13.7. Reconnection. Once the amounts owed, late payment interest and regulated reconnection fees have been paid, LUMISA will request the Distribution Company to restore supply within a maximum of twenty-four (24) hours, unless termination of the Contract has been notified. Reconnection is the responsibility of the Distribution Company, within the regulatory periods.

13.8. Obligations during suspension. During suspension, the Client shall remain obliged to pay the fixed terms of the Access Contract. Suspension does not release the Client from paying the outstanding debt.

13.9. Termination and deregistration. If suspension for non-payment lasts more than two (2) months, LUMISA may terminate the Contract in accordance with General Condition 14, notifying the Client. The Distribution Company may cancel the Access Contract and remove the Metering Equipment in the cases and within the periods provided for in the regulations.

14. TERMINATION OF THE CONTRACT

14.1. The following are grounds for termination of the Contract, in addition to those established by current legislation:

(I) Breach of any obligation arising from the Contract, in particular non-payment, use of the energy supplied for a purpose or use other than that established in this Contract, or breach by the Client of the undertaking not to terminate the Access Contract while this Supply Contract is in force;

(II) Where, by the Client or with the Client's knowledge, direct connections have been made without a prior contract or diversions have been established to supply energy to an installation not covered by the Contract, or the metering or control equipment has been tampered with or its correct operation prevented;

(III) Insolvency or a declaration of insolvency proceedings in accordance with current regulations;

(IV) Modification of the conditions by LUMISA under the terms of General Condition 9.

14.2. This Contract shall be automatically terminated, as regards the electricity supply, if the Client enters into a new electricity supply contract with another supplier under any self-consumption modality, with effect from its entry into force.

14.3. Each party undertakes to notify the other, at least fifteen (15) days in advance, of any voluntary application for insolvency proceedings, and accepts that failure to do so is sufficient grounds for termination. The parties also expressly agree that any invoice issued after the judicial declaration of insolvency shall be considered a claim against the insolvency estate, payable on its due date, in accordance with the insolvency legislation in force.

14.4. Termination of the Contract for reasons attributable to the Client during the first year of the contract or any renewal shall not give rise to any penalty.

14.5. In the cases provided for in General Conditions 13.4 and 13.5, LUMISA may not terminate the Contract for non-payment while the situation preventing suspension of supply continues, without prejudice to its right to claim the amounts owed through legal channels.

15. FORCE MAJEURE

15.1. Neither the Client nor LUMISA shall be liable for failure to perform the Supply Contract in cases of force majeure, in particular where LUMISA is unable to acquire or deliver electricity to the Client for reasons beyond its control or due to the direct or indirect intervention of third parties.

16. LIABILITY

16.1. LUMISA shall in no event be liable for damage caused to the Client or third parties by acts or omissions of the Client or of third parties not directly attributable to the Distribution Company. The Client is responsible for remedying any anomaly detected in their installations and, in general, for keeping them in proper condition.

16.2. The Distribution Company with which access is contracted shall be responsible for the quality of service, understood as continuity of supply (number and duration of interruptions) and product quality (voltage waveform characteristics), as well as for incidents occurring on the network, under the terms of Royal Decree 1955/2000 of 1 December. The Client is informed that responsibility for the availability and continuity of supply and product quality lies with the local Distribution Company, in accordance with current regulations.

17. COMPLAINTS

17.1. The Client may request information and submit complaints to LUMISA regarding this Contract through the following channels: Postal address: Carrer d'Ausiàs Marc, 67, Local, 08010 Barcelona, Spain Email: atcliente@lumisa.es (subject: "Customer Service - Complaint") Freephone: 900 811 473

17.2. The Client may request at any time to be attended by a person. Each enquiry, complaint or claim will receive an identification number, and LUMISA will provide the Client with a receipt on a durable medium with which they can check its status through any of the channels indicated. LUMISA will respond with reasons, in the language in which the complaint was submitted, within a maximum of fifteen (15) business days of receipt, unless sector-specific regulations establish a shorter period.

17.3. The Client acknowledges being aware of the procedures for resolving disputes relating to electricity supply, including the possibility of resorting to out-of-court mechanisms provided for in current regulations, such as the Consumer Arbitration System, to which LUMISA is not generally adhered. The Client also acknowledges the existence of procedures established by the Autonomous Communities and the possibility of submitting disputes relating to their specific rights as final electricity consumers to the Ministry for the Ecological Transition and the Demographic Challenge (MITECO).

18. USEFUL INFORMATION

For information on energy efficiency measures, comparative profiles of your energy consumption and the technical specifications of appliances that may help reduce consumption, you may consult:

IDAE (Institute for Energy Diversification and Saving): www.idae.es, C/ Madera, 8 - 28004 Madrid - Tel. 913 14 66 73

CNMC (National Markets and Competition Commission): www.cnmc.es, Alcalá Office: Alcalá 47 - 28014 Madrid - Tel. 91 432 96 00

19. RIGHT OF WITHDRAWAL

19.1. As a consumer, and in accordance with Royal Legislative Decree 1/2007 of 16 November, approving the consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws, you have the right to withdraw from this contract within 14 calendar days without giving any reason, counting from the date the contract is concluded.

19.2. To exercise this right, you must notify us at the following address: Carrer d'Ausiàs Marc, 67, 08010 Barcelona, Spain, or by email to atcliente@lumisa.es (subject: "Customer Service - Withdrawal"), using the Withdrawal Form or any other similar written statement.

19.3. In any case, the Client authorises LUMISA to start the supply under this Contract immediately, during the withdrawal period.

19.4. If the Client withdraws, we will refund all payments received, including delivery costs, without undue delay and in any event no later than 14 calendar days from the date on which we are informed of the decision to withdraw from this contract. The refund will be made using the same payment method used by the Client for the initial transaction, unless otherwise agreed, and the Client will not incur any costs as a result of the refund. However, if the Client has agreed that the service or energy supply may begin during the withdrawal period, the Client shall pay an amount proportional to the part of the service already provided at the time of notifying the withdrawal, in relation to the total object of the Contract.

20. SOCIAL BONUS

20.1. If the Client is receiving the Social Bonus prior to signing the Contract, LUMISA will inform them that, by entering into this new Contract, they will no longer be eligible for the Social Bonus. If the Client still wishes to enter into the Contract with LUMISA, they will be sent the Social Bonus waiver form provided for in current legislation, which must be signed for the Contract to be concluded. For more information on the Social Bonus, please visit https://www.cnmc.es/bono-social.

21. PERSONAL DATA PROTECTION

21.1. Data Controller

In accordance with current personal data protection regulations, the Client is informed that their personal data will be processed under the responsibility of LUMISA, with registered address at Carrer d'Ausiàs Marc, 67, 08010 Barcelona, tax ID (CIF) B65711855. LUMISA is the Data Controller and guarantees that such processing will be carried out in accordance with Regulation (EU) 2016/679 of 27 April 2016 (GDPR) and Organic Law 3/2018 of 5 December (LOPDGDD).

LUMISA has appointed a Data Protection Officer (DPO), who can be contacted at protecciondedatos@lumisa.es for any query regarding the processing of personal data or the exercise of rights.

21.2. Purposes of Processing

Personal data will be processed for the following purposes:

Management of the contractual relationship: LUMISA will use the Client's personal data for contract management, invoicing, service maintenance, customer service and the handling of complaints or incidents.

Provision of the electricity supply service: including service provision, recording of consumption data, invoicing, detection and resolution of technical incidents, and collection of unpaid amounts.

Creditworthiness checks: LUMISA may consult credit information systems (such as ASNEF, Experian and Equifax) before entering into a contract, in order to assess its viability and reduce the risk of non-payment.

Management of non-payment: if the Client fails to pay, LUMISA may report their data to credit reference files in accordance with current regulations.

Fraud prevention: checks may be carried out to ensure the accuracy of data and prevent fraud in contracting.

Tracking of electronic communications: tracking the delivery and opening of emails sent within the contractual relationship to ensure effective communication, carried out through specialised providers such as SendGrid, in accordance with data protection regulations.

Sending commercial information: LUMISA may send information about its own products and services by electronic means, provided that the Client has given their consent. The Client may object to receiving commercial communications at any time through the means provided.

21.3. Legal Basis for Processing

The legal bases for processing the Client's personal data are:

Performance of the contract: for contract management and service provision.

Compliance with legal obligations: in relation to tax, commercial and energy regulations.

Legitimate interest: for fraud prevention, internal studies, consulting credit information systems and reporting non-payment in accordance with Article 20 of the LOPDGDD.

Client consent: for sending commercial communications.

21.4. Data Retention Period

Personal data will be kept for as long as necessary to fulfil the purposes of processing. Once the contractual relationship has ended, the data will be blocked for a maximum period of 5 years and securely deleted when no longer needed, unless there is an administrative or judicial claim, in which case they will be kept until the proceedings have concluded.

21.5. Data Recipients

Personal data may be disclosed to:

Public authorities and regulatory bodies.

The Distribution Company, for managing the electricity supply.

Financial institutions, for payment management.

Fraud prevention entities and credit reference files, in the event of non-payment.

Suppliers and partners of LUMISA providing services on its behalf.

For sending and tracking emails we use SendGrid, based in the United States, which guarantees data protection through standard contractual clauses approved by the European Commission.

21.6. Client's Rights

The Client may exercise the following rights at any time:

Access: to know what data LUMISA is processing.

Rectification: to request the correction of inaccurate or incomplete data.

Erasure: to request the deletion of data when no longer necessary.

Objection: to request that certain data not be processed.

Restriction of processing: to restrict the use of data in certain cases.

Portability: to request the transfer of their data to another entity.

To exercise these rights, the Client may send a written request to LUMISA, Carrer d'Ausiàs Marc, 67, 08010 Barcelona, Spain, or by email to protecciondedatos@lumisa.es, attaching a copy of their identity document. The request may also be made using the form available at the following link: Request to exercise data subject rights. For any complaint or question about how we process your data, you may contact the Data Protection Officer at protecciondedatos@lumisa.es.

21.7. Clients who are not Consumers

21.7.1. Confidentiality. Where the Client acts in the course of their business or professional activity, the parties shall keep strictly confidential any non-public information to which they have access in connection with the Contract and shall not use it for purposes other than its performance. The following information shall not be considered confidential:

(i) information in the public domain;

(ii) information that must be disclosed to the Distribution Company, the system operator, the market operator or other electricity sector entities for the provision of supply;

(iii) information required by law, by a judicial or administrative authority or by a regulatory body;

(iv) information provided to advisers or service providers of the parties who are bound by a duty of confidentiality.

This obligation shall survive the expiry or termination of the contractual relationship.

21.7.2. Data of representatives and contact persons. Each party shall process, as an independent controller, the personal data of the other party's representatives, employees and contact persons solely for the purpose of performing and managing the Contract and on the basis of Article 19 of Organic Law 3/2018 of 5 December (LOPDGDD). Processing shall be carried out in accordance with Regulation (EU) 2016/679 (GDPR) and the LOPDGDD.

21.7.3. Retention. Data shall be kept for the duration of the contractual relationship. Thereafter, they shall be blocked for the legally established periods, with the technical and organisational measures necessary to prevent their processing, including viewing, and shall be available only to judges, courts, the Public Prosecutor's Office or public authorities in connection with possible legal liabilities. Once those periods have elapsed, the data shall be permanently destroyed.

21.7.4. Recipients. Data shall not be disclosed to third parties, except where required by law, to the recipients indicated in General Condition 21.5 where necessary for the provision of supply, or to the data processors of each party. Any other disclosure shall be notified in advance.

21.7.5. Duty to inform. Each party undertakes to inform its representatives, employees and contact persons whose data it provides to the other party of the content of this Condition.

21.7.6. Rights. Persons whose data are processed may exercise their rights of access, rectification, erasure, portability, restriction and objection by writing to the registered address of the relevant party. In the case of LUMISA, they may also do so at protecciondedatos@lumisa.es. If they consider that the processing does not comply with regulations, they may file a complaint with the Spanish Data Protection Agency (www.aepd.es).

21.7.7. Sole traders. If the Client is an individual acting as a business owner or professional, the processing of their own data shall be governed entirely by sections 21.1 to 21.6.

21.8. Complaints

If the Client considers that the processing of their data does not comply with current regulations, they may file a complaint with the Spanish Data Protection Agency (AEPD) through its electronic office: www.aepd.es.

21.9. Changes to the Data Protection Policy

LUMISA may amend this clause at any time to adapt it to regulatory changes or service improvements. Any update will be published on LUMISA's official website: www.lumisa.es.

22. VERIFICATION AND ACCEPTANCE OF THE CONTRACT

22.1. LUMISA will verify the data provided by the Client within a maximum of fifteen (15) business days of signature. It may reject the contract, applying the same criteria to all applicants, where any of the following apply:

(i) the data are incorrect, incomplete or do not correspond to the holder of the Supply Point;

(ii) there is an overdue and enforceable debt with LUMISA arising from a previous contract;

(iii) the Client is subject to insolvency proceedings or a similar situation;

(iv) the Client is listed in a credit information system, consulted in accordance with Article 20 of Organic Law 3/2018.

22.2. In cases (ii) and (iv), LUMISA may offer the Client, as an alternative to rejection, the provision of a security deposit for the amount permitted by regulations.

22.3. The Client will be informed of any rejection with reasons. If the rejection is based on a credit information system check, the Client will be informed of the result of the check and of the system consulted.

22.4. LUMISA will not reject or make the contract conditional on the Client's socio-economic situation, their status as a vulnerable consumer or any other personal or social circumstance, in accordance with Law 15/2022 of 12 July. Consumers who meet the requirements for the Social Bonus may obtain it by contracting the Voluntary Price for Small Consumers (PVPC) with a reference supplier. LUMISA will inform them of this before contracting, in accordance with General Condition 20.

23. GOVERNING LAW AND JURISDICTION

23.1. This Supply Contract shall be governed by and construed in accordance with applicable Spanish law and, in particular, Law 24/2013 of 26 December on the Electricity Sector, its implementing regulations and any regulations amending or replacing it.

23.2. Before initiating legal proceedings, the parties shall attempt to resolve any dispute through one of the appropriate dispute resolution methods provided for in Organic Law 1/2025 of 2 January on measures for the efficiency of the Public Justice Service, where this requirement applies. For this purpose, the request may be sent to LUMISA through the channels indicated in General Condition 17.

23.3. If the Client is a consumer, the competent courts shall be those determined by law. If the Client is not a consumer, the parties submit to the courts of the place where the Supply Point is located.

23.4. If, by judicial decision or otherwise, any clause of this Contract is held to be invalid or ineffective, such invalidity or ineffectiveness shall not affect the validity and effectiveness of the remaining clauses, which shall remain in force and may be enforced before any jurisdiction. The parties agree to replace any clause that becomes invalid or ineffective with a valid clause having as similar an effect as possible.

24. LANGUAGE

24.1. These General Conditions are available in Spanish and Catalan. The Client may choose either of these languages for contracting, the Particular Conditions, invoices and communications with LUMISA, in accordance with Catalan Law 22/2010 of 20 July on the Consumer Code of Catalonia.

24.2. Both versions are equally valid. In the event of any discrepancy between them, the interpretation most favourable to the Client shall prevail.

24.3. Any translation into other languages made available to the Client by LUMISA is for information purposes only.