



GENERAL TERMS OF ELECTRICITY SUPPLY CONTRACT of Household Customers

The following provisions constitute the General Terms of the electricity supply contract by the company under the trade name "NRG SUPPLY AND TRADING ENERGEIAKI SOCIETE ANONYME" and the distinctive title "NRG SUPPLY AND TRADING S.A." having its registered office in Maroussi, Attica, at the junction of 168 Kifissias Avenue and Sofokleous street, with Tax Identification No 998102480-Athens Tax Office for Commercial Companies, with General Commercial Registry No 008361601000 (hereinafter "Supplier") to the customer (hereinafter "Customer"), whose details are indicated on the application submitted by the Customer to the Supplier (hereinafter "Application"). The electricity supply contract between the above contracting parties (hereinafter "Supply Contract") comprises a) the Customer's application to enter into a Supply Contract "hereinafter" ("Application"), signed by the Customer and the Supplier; b) these General Terms, which are signed by the Customer; c) the General Price List of Offered Plans, in force at the time of signing of the Supply Contract (hereinafter "General Price List of Offered Plans"); and d) the List of Promotional Actions and Discounts on Electricity Plans for residential and professional low-voltage supplies, and the Special Terms thereof (hereinafter "List of Promotional Actions and Discounts") or the terms of the plan nrg OnTheGo (hereinafter "Special terms of the plan nrg OnTheGo"), provided that the Customer has opted to join either one of the available plans, which is combined with one of the promotional actions or discounts of the above List of Promotional Actions and Discounts, or the plan "nrg OnTheGo" respectively.

Article 1: In general

1.1 The Supplier holds an Electricity Supply Licence, by virtue of RAE Decision No 541/2013 (15/11/2013), as subsequently amended by RAE Decision No 735/2019 (11/7/2019), and is registered in the Register of Market Participants kept by the Hellenic Energy Exchange (HEX) and by the Non-Interconnected Islands Operator (HEDNO SA) as Supplier No 29XNRGTRADING-S.

1.2 For the purposes of implementation and interpretation hereof, the definitions laid down in the Code of Electricity Supply to Customers (hereinafter: "Supply Code, Government Gazette, Series II, No 932/2013 & Government Gazette, Series II, No 1463/2016) shall apply. These terms concern Customers falling under the category of Household Customers, within the meaning of Article 3 par. 2 of the Supply Code.

Article 2: Scope of the Supply Contract

2.1 The Supplier shall supply electricity to the premises/facilities of the Customer, whose details are indicated on the Application, in accordance with the terms hereof, and the Customer shall receive the electricity supplied to their premises/facilities by the Supplier, timely paying any and all fees and charges provided for herein and in the law.

2.2 Throughout the term hereof, the Parties agree that the Supplier shall be the sole electricity supplier for the Customer's premises/facilities referred to in the Application.

Article 3: Obligations of the Parties

3.1 The Supplier represents and undertakes the obligation vis-à-vis the Customer:

3.1.1 To comply with and implement the terms of the contracts it has signed with the Independent Power Transmission Operator (IPTO S.A.) for the use of the system, and the Hellenic Electricity Distribution Network Operator (HEDNO) for the use of the network, so that it is able to comply with its obligations arising hereunder.

3.1.2 Within fifteen (15) days from signing hereof, to take all necessary actions relating to the submission of the Load Meter Representation Declaration to HEDNO, in accordance with the applicable provisions.

3.1.3 To process the Customer's requests and complaints in a fast and effective manner, and provide the Customer with all the necessary information provided for by the law and the relevant Codes in relation to the implementation hereof, and in particular to make available to the Customer the Form of Electricity Services and the Code of Management of customers' requests and complaints, which are posted on the Supplier's website, in accordance with the Electricity Supply Code, and to inform the Customer each time they are amended, by relevant reference to the address of the website on which they have been posted.

3.1.4 To maintain a generally high level of quality of services, and in the event of improper performance of such obligation, at its own liability, including erroneous or late charges, to compensate the Customer for any direct actual property damage suffered by the Customer, due to the Supplier's wrongful conduct.

3.2 The Customer represents and undertakes the obligation vis-à-vis the Supplier:

3.2.1 To maintain installed at their premises the technically required meters for measuring the energy absorbed.

3.2.2 To duly and timely pay the electricity consumption bills sent by the Supplier, in accordance with Article 8 of the General Terms.

3.2.3 To exclusively consume the electricity supplied to the Customer by the Supplier, and only for the intended use set out in this Supply Contract.

3.2.4 To inform the Supplier, through a written application, in the event of their relocation, at least fifteen

(15) days before the relocation date, unless they wish to terminate this contract, in which case the deadline of thirty (30) days provided for in Article 11 of these General Terms shall apply.

3.2.5 The Customer also recognizes the right of the Hellenic Energy Exchange (HEX) to take direct action against the Customer, enjoying the same rights it has against the Supplier, for the part of the Customer's consumption corresponding to the Supplier's Load Declaration, in the cases of non-lawful submission of a Load Declaration, due to the lack of a certificate of coverage of financial obligations or due to lack of payment of the financial obligations arising out of a Supplier's Load Declaration, in the context of the Day-Ahead Scheduling, while the Customer shall not be entitled to raise any objections arising out of their contractual relationship with the Supplier, under Article 2, paragraph 1(E) of the Power Exchange Code for Electricity (hereinafter PECE: Government Gazette, Series II, No 104/31.1.2012, as amended and in force: http://www.enxgroup.gr/fileadmin/groups/EDRETH/Manuals/Kodikas_Synallagou_Ekdosi_5.0_2018.06.13.pdf).

This specific term refers to any consumption that has not been included in any Electricity Consumption Bill or that has been included in a Bill but has not already been paid by the Customer.

The Customer also recognizes the right of the Non-Interconnected Islands Operator (NII Operator) - (HEDNO SA) to take direct action against the Customer, enjoying the same rights it has against the Supplier, for the part of the Customer's consumption corresponding to the Load Declaration, taking into account the relevant consideration of Services of General Interest (SGI), and the Customer shall not be entitled to raise any objections arising out of their contractual relationship with the Supplier, if they have not paid the financial obligations arising from the Supply Contract, as specified in Article 2.3, paragraph 3(e) of the NII Electrical System Management Code (hereinafter NII Code: Government Gazette, Series II, No 304/2014, as amended and in force:

<https://www.deddie.gr/el/themata-tou-diaxeiristis-mi-diasundememwn-nisw/ruthmistiko-plaisio-mdn/kwdikas-diaxeiristis-ilektrikwn-sustimaton-mdn/kwdikas-diaxeiristis-mdn/>

3.2.6 To authorize the Supplier to submit to the competent Operator (HEDNO) a Load Meter Representation Declaration for the Customer's Meters, to represent the Customer before the Operator, in the case of an original activation or connection reactivation, for the conclusion of the procedures required for electrification, and to represent the Customer in general before the Operator for all the issues regulated by the Supply Contract, as well as the Manual on Management of Measurements and Periodical Settlement of Network Suppliers (Manual on Management of Measurements: Government Gazette, Series II, No 2773/2015), the PECE, the Hellenic Grid Control Code for Electricity (hereinafter GCEE: Government Gazette, Series II, No 103/2012, as amended and in force,

<http://www.admie.gr/ruthmistiko-plaisio/kodikas-egcheiridia/docca/I-List/Document/671/>), the NII Code, the amendments thereto, and any other applicable laws.

Article 4: Term of the Supply Contract / Right of Rescission

4.1 Notwithstanding a special agreement between the Parties, this Contract shall be of indefinite term and shall enter into force on the date of its signing by the Parties, whoever signs last. In particular, in the case that this Supply Contract is signed in the context of a supply change, the effective date hereof shall coincide with the date of entry into force of the Load Meter Representation Declaration, which the Supplier undertakes to submit to the competent Operator, under the Supply Code.

4.2 Within five (5) business days from the signature of this Supply Contract, and provided that all procedures regarding the activation of the connection and payment of the guarantee have been completed, the Supplier shall notify the Customer regarding the estimated time of activation of the connection and the commencement of the supply of electricity.

4.3 The minimum term of the Supply Contract is one (1) year from commencement of electricity supply, in the sense that the Supply Contract may not be terminated by the Supplier within that period of time, except in accordance with Article 11.5 of these General Terms (on the termination of the Supply Contract by the Supplier on the ground of the Customer's default). However, it is possible that the Parties agree on a period shorter than one year, in which case this shall be explicitly indicated in the Application.

4.4 The Customer may, within fourteen (14) calendar days from the signature of the Supply Contract, rescind this contract without penalty, in accordance with the procedure described in detail in the Rescission Statement Form, posted on the website www.nrg.gr (Useful Material).

Article 5: Meters and Consumption Measurements

5.1 The Customer bears full responsibility for the security of any kind of installations, meters, and other devices of the competent Operator which are located at the Customer's premises, and promises that they shall not interfere or tamper with them, hereby assuming responsibility for any failure, damage, or alteration thereof, due in whole or in part, to the interference of the Customer or the Customer's agents.

5.2 The Customer must allow authorized agents of the competent Operator and the Supplier access to the Customer's premises, so that they can verify the consumption indications of the meters represented by the Operator, and confirm that the requirements for classifying the Customer in the Basic and/or Special Category, referred to herein, are met, and so that the Supplier can, in general, fulfill its obligations hereunder.

5.3 The amounts for which the Supplier will bill the Customer for the quantities of electricity supplied by the Supplier to the Customer, will be calculated based on the quantities of electricity measured by the competent Operator (HEDNO S.A.) on an hourly, monthly, or other regular or non-regular basis, at the Meters stated by the Customer in the Application.

5.4 In case no successfully certified consumption measurements exist for the billing period or part thereof, the electricity bill shall be issued based on the measurement data estimated by the competent Operator, in accordance with the measurement correction and estimation provided for in the relevant Manual on Management of Measurements (Government Gazette, Series II, No 2773/2015). In such case, the Electricity Bill shall so indicate and it shall include a brief description of the calculation method of the charges on the basis of estimated consumption, in accordance with the data provided to this end by the competent Operator (DEDDIE).

5.5 The Supplier shall be entitled to demand from the competent Operator to inspect the Meter, when it believes that the operation thereof is not accurate. The Supplier shall be obliged to inform the Customer of the submission of a request for the inspection of its meter, the time such inspection is to be performed and the results of the inspection. The Customer shall be entitled to be present during the performance of the said meter inspection. If the inspection demonstrates that the Meter's operation is not accurate, the Supplier must adjust the amounts charged.

5.6 The Customer may request inspection of the meter by the competent Operator, either through the Supplier or directly, notifying the Supplier, and shall bear the inspection cost, if it is proven that the operation of the Meter is accurate. Otherwise, the inspection cost shall be borne by the competent Operator. The Customer is obliged to promptly inform the Network or System Operator, and the Supplier, if they realize that a Meter is damaged or broken.

Article 6: Charges - Agreed billing commercial policy

6.1 With regard to the billing of the Customer, it is agreed that the General Price List of Offered Plans and/or the List of Promotional Actions and Discounts shall apply, provided that such a list is in force, and provided that the Customer has opted to join one of the available plans, which is combined with one of the promotional actions or discounts of the Supplier, available at that time. The General Price List and/or the List

of Promotional Actions and Discounts shall apply for at least (6) months from the signing of the Supply Contract, and after such minimum term, they may be amended in accordance with these General Terms and the applicable laws. In the event that the List of Promotional Actions and Discounts regulates Supply Invoices, which are different from Supply Invoices in the General Price List of Offered Plans, the provisions of the List of Promotional Actions and Discounts shall prevail.

6.2 The charges imposed by the Supplier for the supply of electricity at the Customer's premises include the Supply Charges, and the regulated charges, and the other charges, as described in detail in the General Price List of Offered Plans and/or the List of Promotional Actions and Discounts. The charges set by the Supplier are only the Supply Charges, i.e. the ones constituting a consideration for the supply of electricity. The regulated charges and the other charges are calculated in accordance with the applicable laws in a single manner for all Suppliers.

6.3 In the event of change to the electricity supply cost, the Supplier reserves the right to adjust the Supply Charges to its current price lists for the service plans it offers. Notification of the amendment to Supply Charges may be provided through the first Electricity Consumption Bill following such amendment.

6.4 The parties agree that, throughout the validity term hereof, the Supplier may readjust the Supply Charges, by imposing a Readjustment Clause, based on the fluctuation of the cost of electricity supply for each period of consumption of the Customer, according to the mathematical formula $Y=Ax(MCP)+B$, where: Y = the supply cost of each kilowatt-hour in Euros (€/kWh) for the period billed each time, A = the increase coefficient 1.18, MCP = the mean Day-Ahead Market Clearing Price (MCP) for the Customer's consumption period billed in each bill (ESTIMATED and/or CLEARING BILL) and B = the price 0.008€/kWh. (* The Day-Ahead Market Clearing Price (MCP) is posted on the Hellenic Energy Exchange website on a daily basis [<https://www.enxgroup.gr/el/markets-publications-el-day-ahead-market>])

In particular:

a) If the value (Y) ranges between the limit of €0.043/kWh (Minimum Cost Value) and the limit of €0.053/kWh (Maximum Cost Value), the Supply Charges will remain intact.

b) If the value (Y) ranges below the limit of €0.043/kWh (Minimum Cost Value), then the product of the difference between value (Y) and the above Minimum Cost Value multiplied by the total consumption of the Customer for the period at issue may be passed on in favor of the Customer, through the imposition of a Readjustment Clause.

c) If the value (Y) ranges above the limit of €0.053/kWh (Maximum Cost Value), then the product of the difference between value (Y) and the above Maximum Cost Value multiplied by the total consumption of the Customer for the period at issue may be similarly claimed by the Customer as an additional cost, through the imposition of a Readjustment Clause.

The above fluctuations of the Supply Charges will appear as separate charges or credits in the electricity consumption bills sent by the Supplier to the Customer, when the competent operators make the actual data available.

6.5 Fixed-rate Subscription ("nrg Fixed"). The right to readjust the Supply Charges, under the preceding paragraph, shall be suspended if the Customer opts to pay the fixed-rate subscription, under section (A)(v) of the Supplier's General Price List of Offered Plans (hereinafter the "nrg Fixed Subscription"), for as long as the Customer keeps such subscription active, on the special terms and conditions provided for therein.

6.6 Guarantees of Origin withdrawal subscription ("nrg Green"). Each Customer may request withdrawal (reservation) of the Guarantees of Origin (hereinafter "GOs" in its name, by paying the Supplier the subscription fee under section (A)(v) of the Supplier's General Price List of Offered Plans (hereinafter "nrg Green Subscription"). The withdrawal (reservation) of GOs is governed by the terms and conditions of clause 17 hereof.

Article 7: Payment of Guarantee

7.1 The Customer undertakes to pay to the Supplier the amount referred to in the Application as guarantee for the timely payment of the Electricity Consumption Bills, which may not exceed the estimated amount of two (2) consecutive Electricity Consumption Bills. By exception, if a load meter deactivation declaration on the ground of overdue debts of the Customer during the past twelve months has been submitted at least twice, the amount of the guarantee may be equal to the amount of three (3) consecutive Electricity Consumption Bills. The guarantee must be paid within the period designated in the Application. If the guarantee has not been paid, the Supplier shall be entitled to consider the Customer in default and apply the relevant provisions hereof.

7.2 The amount of the guarantee shall be refunded to the Customer interest-free upon expiration hereof. In the event that at the time of supply suspension there is an outstanding balance, or other financial obligations of the Customer towards the Supplier, including the obligation for compensation, offsetting shall be permitted. Any remaining credit balance after the offset shall be paid to the Customer, without interest, within one month from the issue of the final clearing electricity bill, to a bank account indicated by the Customer.

7.3 In the event that the Customer places a standing order with their Bank, in order to repay the bills sent to the Customer by the Supplier to the bank account of the latter, pursuant to Article 8 of these General Terms, the Customer shall be released from the obligation to pay the guarantee amount. If until expiration of the first Electricity Bill issued, the above standing order has not been activated, then the Supplier may charge the amount of the guarantee to the second Electricity Consumption Bill (Clearing Bill), by order of issuance. If during the term of the Supply Contract two (2) consecutive Bills are not timely and entirely paid by means of a standing order, or if the standing order to the Supplier's bank account is withdrawn by the Customer, the Supplier, in both such cases, may charge the amount of the guarantee to the following Bill, by order of issuance.

7.4 The Supplier reserves the right to adjust the amount of the guarantee, if significant deviation is found between that amount and the actual consumption of electricity by the Customer, which was used as a basis for determining such amount, as well as in the case of repeated late payment of the bills by the Customer. The Customer will be informed of the guarantee adjustment, through a relevant reminder in the current Bill, and the balance will be debited or credited to the following Bill (Clearing Bill).

Article 8: Billing - Payment Terms

8.1 The Supplier must issue and send electricity bills ("Bills") to the Customer. The Bills are divided into:

a) Bills based on measured electricity consumption, certified by the competent Operator (HEDNO S.A.) (hereinafter "CLEARING BILLS"), and

b) Bills based on estimated electricity consumption, relying on historical consumption data of the Customer, in accordance with the data provided to the Supplier by the Network Operator (HEDNO S.A.) (hereinafter "ESTIMATED BILLS"). It is exceptionally agreed that Estimated Bills may be issued not based on historical consumption data, but based on a meter reading by the Customer, provided that the Customer informs the Supplier of the meter indications, at the times, and under the procedure determined by the Supplier.

8.2 The Supplier may send Bills to the Customer on a monthly or a bi-monthly basis. The Bills will be settled based on measured electricity consumption, certified by the competent Operator (HEDNO S.A.), at least once a year.

8.3 The Bill will be sent by the Supplier to the Customer by post at the mailing address stated by the Customer, or in alternative manners, should the Customer so wish.

8.4 The Customer shall be obliged to pay in full the Bills by the payment deadline indicated therein ("due date"), which shall be twenty (20) calendar days from the date of issue thereof. The Supplier shall may charge default interest equal to the maximum default interest rate provided for by law, as from the day following the due date and until full payment.

8.5 In the event of doubt, the amount of the Customer's debt to the Supplier shall be fully proven by the Customer's consumption measurements, as these are kept in the IT systems of the competent Operator.

8.6 The Bill is settled by payment to the Supplier's bank account, indicated on the Bill, either by a standing order placed by the Customer with their Bank, for settlement of the bills sent to the Customer by the Supplier to the bank account of the latter, and/or in other ways indicated therein and/or in the General Price List of Offered Plans, out of which at least one can be settled without incurring any fee, even after expiration of the deadline for payment. In the event of change of the payment methods listed in the General Price List of Offered Plans, the Supplier shall inform the Customer in the following Bill.

8.7 The Bill shall be considered as an extract from the Supplier's accounting books and it shall have full evidentiary force.

Article 9: Force Majeure

9.1 Force Majeure Event shall mean any event affecting the implementation of this Supply Contract, which could not have been foreseen or prevented despite diligence shown by the Contracting Party invoking such an event, which is beyond the control of the Party adversely affected, and which prevents such Party from fulfilling its contractual obligations. Force Majeure Events include but are not limited to major natural disasters, wars, riots, earthquakes, storms, hurricanes, thunders, floods, explosions, strikes, bans and interventions by public authorities, acts of terrorism, acts or omissions of the System Operator or the Distribution Network Operator, suspension of electricity connection with the electrical systems interconnected with the system, decommissioning of part of the electricity generation and transmission infrastructures.

9.2 In the event of default or failure or improper fulfillment of their contractual obligations due to a Force Majeure Event, the Parties expressly agree that they shall not be considered liable and in breach of their obligations hereunder, provided that the Party affected by the Force Majeure Event and invoking the provisions of this Article, immediately notifies the other Party in writing and, in any event, within five (5) business days of the occurrence of such Force Majeure Event.

9.3 Unless it is otherwise provided for by the Law, the Supplier shall not bear any liability in the case of technical issues or damages caused to the Customer's Facilities or equipment, for reasons attributed to the Customer's connection with the Distribution Network, such as supply suspension, fall of the voltage level, voltage fluctuations.

Article 10: Procedure of submission of complaints, management of disagreements, and extrajudicial dispute resolution

10.1 Requests and complaints by the Customer shall be managed in accordance with the Customers' requests and complaints Management Code, which is posted on the Supplier's website.

10.2 If any errors are discovered in any Electricity Bill, regarding the charges made or the readings, the Supplier shall be obliged to promptly charge or credit the correction amounts, by issuing a correction bill or by offsetting the respective amount in the immediately subsequent regular bill. The amounts of corrective debits and credits shall be interest-free.

10.3 If the Customer disagrees with the amount of a Consumption Bill, the following procedure shall be followed as a prerequisite before initiating proceedings or proceeding to extrajudicial settlement: a. The Customer shall file reasoned objections to its Supplier in writing, before the due date of the Electricity Consumption Bill following the disputed Electricity Consumption Bill. b. The Supplier shall deliver its reasoned decision within ten (10) business days from receipt of the Customer's objections, shall finalize the amounts and communicate a Final Statement of Payments and history of consumption data, by setting a payment deadline of ten (10) business days and, in any case, not earlier than the due date of the disputed Electricity Consumption Bill. c. If the Customer agrees, it shall pay the amount shown in the Final Statement of Payments within the time limit mentioned therein. In case the Customer does not follow the aforementioned procedure and the Bill remains unpaid, the Supplier shall have the right to take such measures as may be appropriate for the collection of the due and payable debts, plus default interest, including the termination provided for in Article 11 of these General Terms.

Article 11: Termination of the Supply Contract, and withdrawal from the installation premises

11.1 This Supply Agreement may be terminated by the Customer at any time and on any grounds on written notice to the Supplier. The effects of termination shall apply thirty (30) days from the date on which the notice was sent to the Supplier. Prior termination of the Supply Contract is required for change of Suppliers, and, therefore, in that case, the termination shall become legally effective on the day before the entry into force of the Load Meter Representation Declaration submitted by the new supplier to the competent Operator, as such date is set and notified to the Supplier by the Operator. The Customer may not terminate the Contract, in order to exercise the right to change Suppliers if they have not already paid in full any amount due and payable arising from the initial Contract or if they have not arranged for a settlement of all amounts due and payable to the Supplier, in accordance with the settlement policy implemented by the latter, unless they fall under the category of Vulnerable Household Customers, under subparagraphs 1(b) and 1(d) of Article 52 of Law 4001/2011, i.e. Customers in need of mechanical support, and Customers with serious health problems. If the Customer does not comply with the conditions of the settlement for overdue debts, the old Supplier shall reserve the right to give the relevant Operator an order of supply deactivation, even if a supply contract has been signed with a new Supplier.

11.2 Termination of the Supply Contract by the Customer shall have no consequence of financial or other nature to the Customer, except for the case where the Supply Contract contains special terms regarding the minimum validity term, and the compensation due if the Supply Contract is terminated by the Customer, or by the Supplier exclusively on the ground of default of the Customer in terms of payment of their debts before expiration of the minimum term.

11.3 In any case, the Supplier shall not be entitled to compensation if the Supply Contract is terminated by the Customer within thirty (30) days from receiving the Supplier's notification on the amendment of a term of the Supply Contract, or from becoming aware of the amendment of the Supply Charges, as analysed below in Article 14 of these General Terms, even if the said termination takes place during the minimum validity term of the Supply Contract.

11.4 This Contract is terminated by the Supplier by written letter to the Customer, on the ground of breach of the terms hereof, which are all agreed to be material, for a period longer than thirty (30) days. In such a case, the Supplier shall notify the Customer to this end, setting a deadline of at least thirty (30) days for the rectification of the breach, and shall notify the latter of the consequences of failure to comply within the deadline set. If the aforementioned deadline lapses without action, the Supplier shall be entitled to terminate this Supply Contract and take the necessary actions towards the Distribution Network Operator in order to revoke the representation of the Customer's Meter. In such case, termination shall become effective immediately.

11.5 Moreover, the Supplier may terminate this Supply Contract, with immediate effect, if the Customer has been rendered in default as regards payment of overdue debts, as provided for below: If the Electricity Bill is not paid within the deadline set, the Supplier shall take the following actions: a. Indicate the amount of overdue debt in the next bill and add this amount, subject to the lawful default interest, to the total due amount of the new bill that the Customer is required to pay by the normal due date of the new bill; b. If the second due date also expires to no effect, the Supplier may submit to the competent operator an order for deactivation of the load meter due to unpaid debts. Such order must be notified to the Customer; c. If the overdue debt is not paid within ten (10) days from its communication to the Customer of the order for load meter deactivation, the Supplier may terminate the Supply Agreement by submitting to the competent Operator a declaration of termination of representation, informing the Customer accordingly.

11.6 If any of the contracting parties is declared bankrupt, enters receivership, special or other type of liquidation, or enters any other procedure provided for by the Law in case of insolvent debtors or debtors of limited financial position, the non-defaulting party shall be entitled to terminate this contract, with immediate effect.

11.7 Without prejudice to Article 4.3 of these General Terms, the Supplier shall, in any other case, except for the cases listed in this Article, and regardless of the reason, be entitled to terminate this contract in writing, by giving a prior sixty (60) days' notice.

11.8 In the case of any reason for termination hereof, any kind of debts of the Customer to the Supplier shall automatically become due and payable, and the Supplier shall be entitled to take the foreseen actions towards the competent Operator for the revocation of the Customer's meter representation.

11.9 If the Customer leaves their premises without timely notifying their departure to the Supplier, the Supply Contract will continue to be in force until the Customer's meter representation ceases. In such case, the date of revocation of the Customer's meter representation shall be considered as the date of automatic termination of the Supply Contract, as set by the competent Operator, in accordance with the provisions of the relevant Code.

Article 12 - Privileges of Vulnerable Customers

If the Customer has been included in the category of Vulnerable Customers, the Supply Contract shall be governed by the following terms, notwithstanding the provisions of the Supply Contract:

12.1 Notwithstanding the provisions of the Supply Contract, the deadline for payment of the electricity consumption bill is set at forty (40) days.

12.2 Notwithstanding the provisions of Article 11.3(a) of these General Terms, in the event that the Customer breaches any term of the Supply Contract, which are all agreed to be material, for a period longer than thirty (30) days, the Supplier may serve it with a written notice, setting a deadline of at least sixty (60) days for the Customer to restore the breach, and informing them about the consequences of non-compliance within the deadline set. If the aforementioned deadline lapses without action, the Supplier shall be entitled to promptly terminate the Supply Contract and take the necessary actions towards the Distribution Network Operator in order to revoke the representation of the Customer's Meter. Such termination shall become effective immediately.

12.3 Notwithstanding the provisions of Articles 11.3 and 11.4 of these General Terms, the Supplier may not submit to the Distribution Network Operator a load meter deactivation order, or terminate the Supply Contract for the period from 1 November until 31 March, and for the period from 1 July until 31 August. If, during the remaining months of the year, the Supplier terminates the Supply Contract, or the former Supplier submits an order for supply deactivation to the relevant Operator, due to overdue debts, or non-compliance, on the part of the Customer, of the conditions of settlement of the overdue debts, the Vulnerable Household Customer shall automatically switch to the Universal Service status, without any interruption to such Customer's electricity supply.

12.4 Notwithstanding the provisions of Article 11.4 of these General Terms, the Supplier may terminate the Supply Contract if a Vulnerable Customer requires mechanical support, or has more than 67% disability rating, and if the Customer is in arrears as to the payment of six (6) consecutive electricity consumption bills and provided that the Supplier has previously sent the Customer a letter informing the latter: (a) of the possibility for the Customer to settle the payment of its debts, (b) of its intention to terminate the Supply Contract, setting a deadline of at least twenty (20) days, which has lapsed without action.

Article 13: Applicable Law - Dispute Resolution

Any disputes arising from or in relation to this Contract, which may not be amicably resolved between the Parties, in accordance with the procedures provided for by special treaties or the Electricity Supply Code, shall be finally resolved in accordance with the Greek Laws, and the Courts of Athens shall have exclusive jurisdiction.

Article 14: Amendments

14.1 The Supplier further reserves the right to amend the terms hereof on material grounds, including but not limited to: amendment to the applicable legislation, or issuance of decisions of the competent supervisory and regulatory authorities that affect the operation of this Contract in any manner, and change in the terms of the electricity market.

14.2 The individual notification of the Customer about the said amendment and the material grounds, which is provided for by the Electricity Supply Code, shall be made by letter or by alternative ways (by email, by telephone, via a brief notification included in the Electricity Consumption Bill or sent electronically, referring to the Supplier's website for full information about the content of the amendment), provided that the Customer has consented to this, or in accordance with Article 6.3 of these General Terms, with the first electricity bill following the amendment.

14.3 Without prejudice to Article 6.3 of the General Terms, the Customer shall be informed at least sixty (60) days before entry into force of the amendments, and shall be reminded that within such period, the Customer may state whether they accept those new terms or not, and whether they wish to terminate this Supply Contract, pursuant to Article 11.1 of these General Terms, without actually incurring any liability, under paragraph 3 of the same Article.

Article 15: Notifications

Unless otherwise provided for in special terms hereof, the written notifications and statements exchanged between the Parties, including the termination hereof, shall be sent by registered mail on proof of receipt or by facsimile transmission or by e-mail, or by service by bailiff to the following addresses of the Parties or any other address which the Parties may notify at a later date, in one of the aforementioned ways, including the Electricity Consumption Bill: For the Customer: The address and the contact details stated in the Application. For the Supplier: NRG SUPPLY AND TRADING ENERGEIAKI S.A., 168 Kifissias Avenue & Sofokleous St., 151 26, Maroussi - Telephone: 18101 Fax: 210 960 6021 - Email: cs@nrg.gr. The last address stated shall be considered as the lawful registered office or residence of the contracting party it concerns, where all documents, under this Contract, are lawfully served, and become effective pursuant to the law.

Article 16: Personal Data Protection

16.1 The Supplier respects the Customer's right to the confidentiality of its personal data and declares that the requested information is strictly necessary for the conclusion and execution of the Supply Contract as well as for the fulfillment of the other processing purposes of the Supplier, as these are set out below, and such data shall be processed in accordance with the applicable data protection legislation (Regulation 2016/679 E.C. GDPR, with Greek legislation for personal data protection, as in force each time, and with any other applicable provisions, laws, regulatory decisions, directives or/and codes of conduct concerning the processing of Personal Data) and with the Supplier's Privacy Policy, as this posted on the Supplier's website (www.nrg.gr). For the purposes of this Article, the terms "personal data", "processing", "restriction of processing", "data controller" and "data subject" shall have the same content with the one attributed to them by the GDPR.

16.2 This Personal Data Processing Notification applies to all personal data provided by the Customer upon submission of the electricity supply application as well as for any additional data provided at a later time by the Customer or by other sources (name, contact details, consumption details, etc.) (hereinafter: "the Data").

16.3 Data controller shall be the company "NRG SUPPLY AND TRADING ENERGEIAKI SA" which has its registered office in Maroussi Attica, at 168 Kifissias Ave. and Sofokleous St., with T.I.N. 998102480, Tel. 18101.

16.4 The Customer acknowledges that the provision of its data is a legal or contractual obligation or requirement for the assessment of its application by the Supplier, for the Supplier's communication with the Customer in connection thereto, and for the conclusion of the contract with the Supplier, as well as that failure to provide such data would render impossible not only the conclusion preparation and the proper performance of the contract, on the one hand, but also the Supplier's compliance with its obligations under the law and the preservation of its legitimate interests, on the other hand.

16.5 Given that the Customer grants its consent to that end, the Supplier may process data for additional purposes related to the Company's activities, although this is not strictly necessary for the

execution of the Supply Contract, such as information, marketing, commercial communication of products and services, as well as researches to assess the quality of the services provided with various means, even automated (by e-mail, SMS, MMS, fax, telephone). The Customer may withdraw its consent at any time, however the processing performed prior to such withdrawal is not rendered illegal.

16.6 The Supplier may process the Customer's data, even without the prior consent of the Customer, whenever processing is necessary or required (a) for the preparation and/or execution of the Supply Contract between it and the Customer; (b) for the fulfillment of the Supplier's statutory obligations; (c) for the exercise of its rights in judicial proceedings; (d) for the pursuit of its legitimate interests, indicatively the improvement of the services provided, as well as in all cases provided for, where appropriate, in Articles 6 and 9 of the GDPR.

16.7 The Supplier shall process the Data electronically and manually and shall ensure that the processing procedures and policies followed by it are consistent with the purposes set out above and with the applicable legislation (including issues pertaining to the safety and confidentiality) as well as with the principles of fair and lawful processing. Customer's Data will be stored only for the period necessary in order to fulfill the purposes for which it was collected. In any event, the criterion used to determine the storage period shall be based on and take due account of the need to comply with any relevant legal requirement, the principle of limitation of the storage period, the principle of minimization of data and the need for reasonable handling of the Company's data. The Supplier may retain all or part of the data even after the expiration of the Supply Contract for the period necessary in order to fulfill its contractual and legal obligations, as well as to pursue the purposes described in paragraph 4 of this Article.

16.8 The Data shall be accessible to the following categories of authorized persons of the Supplier: personnel involved in accounting (as administrative) issues, most of them employees of the Supplier Contract between it and the Customer; any other authorized person who must process the Customer's data in the scope of his/her work duties. The Data may also be transmitted to other affiliates of the Supplier, within the meaning of Article 99 of Law 4548/2018, which may not be established in EU countries ("third countries") for purposes permitted under law and/or on the basis of a legitimate interest (administrative and accounting needs, legal claims, development of the undertaking). Customer's personal data shall be used exclusively for the aforementioned purposes under paragraph 2 of this Article and information shall not be disclosed or sold to third parties for other non-relevant purposes.

16.9 For the aforementioned purposes, Data may be further transmitted to: Authorities and public bodies, third partners providing specific technical or logistical services to the Company (e.g. cloud computing providers, external legal, technical and other consultants and partners, agents, distributors, commercial partners, Company's suppliers, third parties and their consultants in case of unplanned operations - mergers and takeovers, transfers of businesses/business units) and other legal recipients. Where applicable, such natural/legal persons shall act as Data Controllers, Processors or persons authorized to process personal data for the same abovementioned purposes, with the same assurances and in accordance with applicable law.

16.10 As regards the transmission of Data to third countries, the Supplier shall inform that the transmission of the Data will be made in each case in accordance with one of the methods permitted by the personal data legislation, such as, for example, with the Customer's consent, the application of standardized data protection clauses issued by the European Commission or by the Personal Data Protection Authority, or on the basis of legal status of adequacy decision by the European Commission.

16.11 Customer may contact the Supplier's Data Protection Officer at any time at the following address: dataprotection@nrg.gr or at the mailing address NRG SUPPLY AND TRADING ENERGEIAKI SA - Data Protection Officer, 168, Kifissias Avenue and Sofokleous St., P.C. 151 26 Maroussi, Attica, in order to exercise its rights under Articles 15-22 of the GDPR, including: the right to request a confirmation that the Data concerning it is processed by the controller, as well as to obtain specific information on the processing (such as, among others, the processing objectives, categories of recipients, rights, etc.), to obtain a copy thereof, to obtain the data concerning it in a structured, commonly used and machine-readable format, as well as the right to transmit such data to another company, to request the direct transfer of the data, in a corresponding format, to another company, if this is technically feasible, to request their completion, updating, deletion or restriction of processing thereof or even to oppose to the data processing for legitimate grounds.

16.12 The Customer may address the Company's Data Protection Officer about its concerns for the safety and protection of its personal data or a complaint to the competent Data Protection Authority, namely the HELLENIC PERSONAL DATA PROTECTION AUTHORITY (www.dpa.gr). It can also read the Supplier's privacy policy at the following address www.nrg.gr.

16.13 This Article, as well as the Supplier's privacy policy, may be amended.

Article 17: Withdrawal of Guarantees of Origin

17.1 The Supplier has a record in the Register of Guarantees of Origin kept by the Operator of RES & Guarantees of Origin (former LAGIE & currently DAPEEP) for withdrawal of the Guarantees of Origin (GOs) in accordance with the provisions of Law 3468/2006 and Ministerial Decision No Δ6/Φ1/οκ.8786/06.05.2010, Government Gazette, Series II, No 646/14.05.2010 [Unique Number of GO Record (UNGOR): DSX100015].

17.2 The GOs are the electronic certificates by virtue of which it is certified that for the electricity consumed by a Customer in a given period of time and in a specific installation of such Customer, the Supplier has withdrawn (reserved) exclusively in the name of the said Customer an equal amount of electricity, generated by certified RES.

17.3 All Customers have the right to submit to the Supplier a request for withdrawal (reservation) of GOs in their name, regardless of the Plan or the Promotional Action they have chosen, in which case they shall bear the amount of the nrg Green Subscription corresponding to the use and the validity of their supply, in accordance with the provisions of the Supplier's General Price List of Electricity Plans. Each GO involves standardized energy of 1 MWh. In the event that the validity term of the Subscription does not cover a complete settlement period, the consumption on which the GOs are calculated will be the one exclusively for the validity term of the Subscription, in non-overlapping manner, from the settlement of the consumptions of a specific installation for a certain period of time, the Supplier shall grant a GO withdrawal certificate for consumptions rounded up to the nearest integer (e.g. 10.4 MWh shall be rounded up to 11 MWh, 30.6 MWh shall be rounded up to 31 MWh).

17.4 The Customer may request the Supplier to withdraw (reserve) GOs for a period of 12 months (365 days), in which case the Customer will be required to pay the nrg Green Subscription for the whole period above. The withdrawal (reservation) of GOs, and, consequently, the obligation to pay the above Subscription, may exceptionally concern a period shorter than 12 months (e.g. 6 months), in case of withdrawal prior to completion of the 12-month period, the Contract: a) is terminated by the Customer; or b) is dissolved due to the Customer's withdrawal from the installation.

17.5 During the validity term of the nrg Green Subscription, the withdrawal (reservation) of GOs on the part of the Supplier, in the name of the Customer, will be carried out partially, based on the periodicity of issuance of CLEARING bills concerning the installation for which it has been requested, and at all times, on a date subsequent to the date of issuance of the above bills. The Supplier may refuse to carry out the relevant withdrawal (reservation) of GOs for any consumptions for which it has not already carried out such withdrawal (reservation), in case of overdue debts on the part of the Customer, and/or termination of the Supply Contract, due to the Customer's fault.

17.6 Following activation thereof, and without prejudice to the first paragraph of clause 17.4 hereof, the nrg Green Subscription shall continue to be in force until it is freely withdrawn by the Customer.

17.7 Following withdrawal of the nrg Green Subscription for a specific installation of the Customer, pursuant to the provisions of clause 17.6 hereof, and/or following expiration and/or termination of the Contract, as provided for in clause 17.4 above, the Customer may ask the Supplier for a certificate of withdrawal (reservation) of GOs for the consumptions of the said installation until expiration of the validity term of the nrg Green Subscription. In that case, the Supplier shall grant the relevant certificate promptly after issuance of the first CLEARING bill following expiration of the validity term of the above Subscription. The Supplier may refuse to grant the foregoing certificate to the Customer, in case of overdue debts on the part of the Customer.

17.8 The GO withdrawal certificate is issued by the competent issuer (DAPEEP S.A.), in accordance with the form designated in Ministerial Decision No Δ6/Φ1/οκ.8786/06.05.2010 (Government Gazette, Series II, No 646/14.05.2010), and includes, inter alia, the issuer, the date of commencement & expiration of the generation period to which the GO corresponds, the Unique Number of GOs (UNGO) withdrawn on behalf of the Customer, the electricity generation technology, the name of the producer to which the installation belongs, and the site of the installation, and the date of issue thereof.

17.9 The Supplier states that the certificate under clause 17.8 hereof certifies only withdrawal (reservation), exclusively in the name of the Customer, of energy generated by RES, of an amount equal to the one consumed at the Customer's installation within a specified settlement period, and the Supplier by no means guarantees that the generation period coincides with the consumption period.

17.10 The withdrawal (reservation) of GOs, as well as the relevant certificate, are issued as per Customer (Tax Identification Number). If a Customer has more than one active supplies/installations, such Customer may freely select the ones for which they wish withdrawal (reservation) of GOs.

Article 18: Final Provisions

18.1 This Supply Contract may not be assigned by the Supplier to any third party. This shall not affect the Supplier's right, in particular as regards collection of its claims arising from this Supply Contract, to assign third parties to collect its claims.

18.2 The Customer states that before the signing hereof they have received from the Supplier all the printed material accompanying the supply offer, as provided for by the law, and have received full information about the supporting documents that the Customer must furnish or sign, in order for the Supplier to be able to fulfill its obligations hereunder.

18.3 The Customer may join one of the available combined promotional actions of the Supplier (electricity for households or businesses and/or electricity with natural gas for households and/or businesses), as they are in force per period, and are listed in the relevant list of promotional actions and/or discounts for electricity and/or natural gas, published by the Supplier. In that case, the Customer shall indicate the combined promotional action they wish to receive upon the new Application for Supply they will sign, either for electricity or for natural gas. The relevant Promotional Action or Discount shall apply as of the date on which the above application is signed by the two Contracting Parties, operating as an addendum and/or amendment to the terms of this Supply Contract.

Date For the Customer For the Supplier