



The following provisions constitute the General Conditions of the contract governing the supply of electricity by the company called “NRG SUPPLY AND TRADING S.A.” and with the distinctive title “NRG SUPPLY AND TRADING S. A.”, located in Amaroussion, Attica, at the junction of 168 Kifissia Avenue and Sofokleous Street, with VAT No. 998102480, of the Athens FAE Tax Office, with GEMI No. 008361601000 (hereinafter referred to as “**Supplier**”) to the client (hereinafter referred to as “**Client**”) whose details are listed in the application submitted to the Supplier (hereinafter referred to as “**Application**”). The electricity supply contract between the above parties (hereinafter referred to as the “**Supply Contract**”) consists of a) the Client’s application for a Supply Contract (hereinafter referred to as the “**Application**”), signed by the Client and the Supplier, b) these General Terms and Conditions, signed by the Client, c) the General Price Schedule of Offered Electricity Programs, as in force at the time of signing the Supply Contract (hereinafter referred to as the “**General Price Schedule of Offered Programs**”); and d) Schedule of Promotions and Discounts for low voltage domestic and business supplies and the Special Conditions thereof (hereinafter referred to as the “**Schedule of Promotions and Discounts**”), provided one applies and the Client has opted to join one of the available packages, which is combined with a specific promotional activity or discount available at the time of the aforementioned Schedule of Promotions and Discounts.

Article 1: General provisions

1.1 The Supplier is the holder of an Electricity Supply License, pursuant to RAE [Regulatory Authority for Energy] Decision no. 541/2013 (15/11/2013), as amended and now in force, is registered in the Participants Registry maintained by the Hellenic Energy Exchange Group (EXE) and by the Operator of electric systems of Non-Interconnected Islands (Hellenic Electricity Distribution Network Operator – HEDNO SA) as a Supplier with number 29XNRGTRADING—S.

1.2 For the purposes of applying and interpreting the present document, the definitions of the Code for the Supply of Electricity to Clients (hereinafter Supply Code, Government Gazette B 832/2013 & B 1463/2016) shall apply. These terms relate to Clients that fall under the Non-Residential Clients category pursuant to article 3(2) of the Supply Code.

Article 2: Object of the Supply Contract

2.1 The Supplier shall supply with electricity the space/establishment of the Client, whose details are referenced in the Application, in accordance with these terms, and the Client shall accept delivery of electricity with which the Supplier is supplying the former’s space/establishment, by duly paying the fees and charges provided herein and by law.

2.2 The Parties agree that the Supplier will be the sole supplier of electricity for the space/establishment of the Client referenced in the Application during the period of validity of the present.



Article 3: Obligations of the Parties

3.1 The Supplier declares and undertakes the obligation to the Client:

3.1.1 To comply with and implement the contracts and agreements concluded with the Independent Power Transmission Operator (IPTO SA) for the use of the system and, respectively, with the Hellenic Electricity Distribution Network Operator (HEDNO) for the use of the network in order to be able to fulfil its obligations deriving from the present.

3.1.2 Within fifteen (15) days after the signing of the present, to take all necessary actions regarding the submission of a Declaration of Representation of the Client's Voltage Meter to HEDNO, in accordance with the applicable provisions.

3.1.3 To process the Client's requests and complaints quickly and effectively and provide the Client with all the information required by law and the relevant Codes, in relation to performance of the present, including in particular to make available to the Client the Electricity Service Form and the consumers requests and complaints Management Code which are posted on the Supplier's website, in accordance with the Supply Code and to inform the Client whenever these are amended, with a relevant reference to the address of its website where they are posted.

3.1.4 To maintain a generally high level of service quality and, in the event of failure to meet this obligation with fault, including incorrect or late billing, to compensate the Client for any direct positive damage due to the Supplier's culpable conduct.

3.2 The Client declares and undertakes towards the Supplier:

3.2.1 To maintain at the Client's premises the meters technically required for measuring the energy it consumes.

3.2.2 To pay the consumption bills issued by the Supplier lawfully in due time, in accordance with article 8 of these General Terms and Conditions.

3.2.3 To consume the electricity supplied by the Supplier exclusively for itself and only for the use provided for in this Supply Contract.

3.2.4 To inform the Supplier by written request in the event of relocation at least fifteen (15) days prior to the date relocation, unless the Client wishes to terminate the present Contract, in which case the thirty (30) day period of article 11 of these General Terms and Conditions will apply.

3.2.5 It also recognizes the right of the Operator of the Non-Interconnected Islands (NIIs Operator) -- (HEDNO S.A.) to move against the Client itself, with the same rights as those it has against the Supplier, for the part of the consumption corresponding to the Voltage Declaration, taking into account the corresponding charge for the provision of Public Utility Services (PUS), without being able to raise any objections deriving from its contractual relationship with the Supplier, if it has not already paid the financial obligations under the Supply Contract, as expressly provided in article 23(3)(e) of the NIIs



Electricity Systems Management Code (hereinafter referred to as the NII Code: Government Gazette B 304/2014, as amended and in force: <https://www.deddie.gr/el/themata-tou-diaxeiristi-mi-diasundedemenwn-nisiwn/ruthmistiko-plaisio-mdn/kwdikas-diaxeirisis-ilektrikwn-sustimatwn-mdn/kwdikas-diaxeirisis-mdn/>).

3.2.6 Authorize the Supplier to submit to the competent Operator (HEDNO) the Declaration of Representation of Voltage Meter for its Meters, to represent it before such Operator in case of initial activation or reactivation of the connection, of completion of the procedures required for the connection of electricity, as well as to generally represent it before it (Operator) in all matters regulated by the Supply Code, the Metering Management and Periodic Settlement of Network Suppliers Manual (Metering Management Manual: Government Gazette B 2773/2015), the Electricity Systems Code, the Hellenic Electricity Transmission System Grid Code (hereinafter the HETS Grid Code: Government Gazette B 103/2012, as amended and in force: <http://www.admie.gr/rythmistiko-plaisio/kodik-es-egcheiria/doccat/List/Document/671/>), the NII Code, their amendments and other relevant legislation in force.

Article 4: Supply Contract Term / Right of Withdrawal

4.1 Unless otherwise specifically agreed by the Parties, this Contract shall have an indefinite duration and shall enter into force on the date signed by the Parties, whichever is the last to sign. Specifically in case this Supply Contract is entered into in the context of change of Supplier, the effective date of this Contract shall coincide with the date of entry into force of the Declaration of Representation of the Voltage Meter, which the Supplier undertakes to submit to the competent Operator in accordance with the Supply Code.

4.2 Within five (5) working days of the signing of this Supply Contract and provided that the procedures relating to the activation of the connection and the payment of the guarantee, the Supplier shall inform the Client of the estimated time for the activation of the connection and the start of electricity supply.

4.3 The minimum term of the Supply Contract shall be one (1) year from the commencement of electricity supply, in the sense that the Supply Contract may not be terminated by the Supplier within this period except in accordance with article 11.4 of these General Terms and Conditions (on termination of the Supply Contract by the Supplier on the grounds of default by the Client). However, it is possible for the Parties to agree on a term shorter than one year, which shall be expressly stated in the Application.

4.4 The Client may withdraw from the Supply Contract without owing compensation within fourteen (14) calendar days after signing the Contract, subject to the conditions and procedure set out in the Withdrawal Declaration Form, which is available on the website www.nrg.gr (Useful Tips).

4.5 Provisions 4.3 and 4.4 above apply only if the Client falls under the Small Clients category.



Article 5: Meters and Consumption Metering

5.1 The Client is fully responsible for the safekeeping of all types of installations, meters and other devices of the competent Operator located in its premises and promises that it will not carry out any kind of intervention in or tampering with them, and hereby undertakes responsibility for any damage, deterioration, or alteration thereof caused, in whole or in part, by intervention on the part of the Client or its agents.

5.2 The Client must allow access to the authorized agents of the competent Operator and Supplier to its premises in order to confirm the consumption readings of the meters that the Operator represents and to confirm that the conditions for the Client's classification in the Basic and/or Special Metering Category apply, which is referred to herein, and in order for the Supplier to generally be able to fulfil its obligations hereunder.

5.3 The amounts for which the Supplier shall invoice the Client for the quantities of electricity supplied to it shall be calculated on the basis of the quantities of electricity metered hourly, monthly or on any other regular or non-regular basis on the Meters declared by the Client in the Application to the responsible Operator (HEDNO S.A.).

5.4 In case of unavailability of successfully certified consumption metering for a billing period or a part of it, the account consumption bill shall be issued on the basis of the metering data estimated by the competent Operator, in accordance with the metering correction and estimation procedure set out in the relevant Metering Management Manual (Government Gazette B 2773/2015). In such a case, the Bill includes a relevant indication and a brief description of how the charges are calculated based on estimated consumption, according to the relevant data provided in this respect by the competent Operator (HEDNO).

5.5 The Supplier shall be entitled to demand from the relevant Operator to check the Meter when it considers that its operation is not accurate. The Supplier shall inform the Client of the filing of a request for an inspection of its meter, the time and the results of the inspection. The Client may be present during the inspection of its meter. If the inspection reveals that the Meter is not functioning accurately, the Supplier shall be obliged to adjust the amounts charged.

5.6 The Client may request the inspection of its meter by the competent Operator either through the Supplier or directly by informing the Supplier, and shall bear the cost of the inspection if it is found to be functioning accurately. Otherwise, the cost shall be borne by the competent Operator. The Client must immediately inform the Network or System Operator, as well as the Supplier, if it becomes aware that a Meter is damaged or defective.



Article 6: Charges – Agreed invoicing commercial policy

6.1 For the Client's invoicing, it is agreed that the General Price Schedule of Offered Programs and/or the Price Schedule of Promotions and Discounts will apply, provided these apply and the Client has chosen to fall under any of the available programs that is combined with one of the available promotions and discounts of the Supplier that are offered at that point in time. In case the clients falls under the Small Clients category, the General Price Schedule and/or the Schedule of Promotions and Discounts shall be valid for a minimum of six (6) months from the date of conclusion of the Supply Contract, and after this minimum period, they may be amended in accordance with these General Terms and Conditions and applicable legislation. In the event that the Schedule of Promotions and Discounts regulates Supply Invoices which differ from the Supply Invoices in the General Price Schedule of Offered Programs, the rates set out in the Schedule of Promotions and Discounts shall prevail.

6.2 The charges imposed by the Supplier for the supply of electricity to the Client's premises include the Supply Charges, regulated charges and other charges as detailed in the General Price Schedule of Offered Programs and/or the Schedule of Promotions and Discounts. The charges set by the Supplier are only the Supply Charges, i.e. those which constitute consideration for electricity supply. The method of calculation of the regulated charges and other charges shall be determined in accordance with applicable legislation in a manner that is uniform for all Suppliers.

6.3 In the event of a change to the cost of supplying electricity, the Supplier reserves the right to adjust the Supply Charges in its current price schedules for the available service programs. The notification of the change of the Supply Charges may take place with the first Consumption Bill following the modification.

6.4 Subscription for the withdrawal of Origin Guarantees (“nrg Green”): Each Client is entitled to request the withdrawal of Origin Guarantees (hereinafter “OP”) in its name, by paying to the Supplier the subscription of section A(v) of the General Price Schedule of Offered Programs of the Supplier (hereinafter “nrg Green Subscription”). The withdrawal of an OP is subject to the terms and conditions of clause 17 herein.

Article 7: Payment of Guarantee

7.1 The Client undertakes to pay to the Supplier as a guarantee for the payment of Bills in due time the pecuniary amount referenced in the Application. In case the Client falls under the Small Clients category, the guarantee may not be greater than the estimated amount for two (2) consecutive Consumption Bills. Exceptionally, if a declaration for the deactivation of the Client's voltage meter due to unpaid invoices has been filed at least two (2) times over the course of the last twelve months, the amount of the guarantee may be of three (3) consecutive Consumption Bills. The guarantee is mandatorily paid within the time set in the Application. In case of non-payment of the guarantee, the Supplier is entitled to consider the Client in default and apply the corresponding provisions of the present.



7.2 The amount of the guarantee shall be refunded to the Client upon termination of this Contract, interest-free. In the event that at the time of interruption of supply there is an outstanding balance or other financial obligations owed by the Client to the Supplier, including the obligation to pay compensation, offsetting is permitted. Any resulting credit balance after the set-off shall be paid to the Client interest-free within one month of the issuance of the final settlement Bill to a bank account indicated by the Client.

7.3 In the event that the Client sets up a standing order with its Bank for to payment of bills sent to them by the Supplier to the bank account of the latter in accordance with article 8.6 of these General Terms and Conditions, the Client shall be released from the obligation to pay the amount of the guarantee. If said standing order has not been activated by the expiry of the first issued Consumption Bill, then the Supplier may charge the amount of the guarantee to the second by order of issuance Consumption Bill. If during the term of the Supply Contract two (2) consecutive Bills are not paid on time and in full by means of a standing order, or if the Client revokes the standing order to the bank account of the Supplier, in both cases the Supplier may charge the amount of the guarantee in the next Bill by order of issuance.

7.4 The Supplier reserves the right to adjust the amount of the guarantee in the event of a significant discrepancy between the amount of the guarantee and the amount and value of the actual electricity consumption by the Client which was used as a basis for determining this amount, as well as in the event of a repeated delay in the payment of bills by the Client. For the adjustment of the guarantee, the Client shall be informed by means of a reminder in the current Bill, while the debit or credit of the amount of the difference will be made in the next Bill (Settlement Bill).

Article 8: Invoicing – Payment Terms

8.1 The Supplier shall issue and send electricity consumption bills (“Bills”) to the Client. The Bills are divided into: a) Bills based on metered consumption certified by the competent Operator (HEDNO S.A.) (hereinafter “SETTLEMENT BILLS”); and b) Bills based on the estimated consumption which is based on historical consumption data for the Client according to the relevant data provided to the Supplier by the Network Operator (HEDNO S.A.) (hereinafter “ON ACCOUNT”). Exceptionally, it is agreed that the Bills of the latter category (ON ACCOUNT) may be issued not based on historical consumption data but based on the meter readings by the Client, provided that the Client updates the Supplier on these meter readings at the times and pursuant to the process that the latter has set out (Supplier).

8.2 The Supplier may send Bills to the Client on a monthly or bi-monthly basis. Bills will be settled on the basis of the metered consumption certified by the competent Operator (HEDNO S.A.) at least once a year. This provision applies only in case the Client falls under the Small Clients category.

8.3 The Supplier shall send the Bill to the Client by post to the Client’s declared postal address or, if the Client prefers, by alternative means.



8.4 The Client shall be liable for full and complete payment of all Bills by the date shown on them (“due date”), which is twenty (20) calendar days from the date of issue. The Supplier shall be entitled to charge the Client a late payment interest rate, equal to the maximum statutory rate for late payment, starting from the day following the day on which the debt becomes due and payable and until its payment in full.

8.5 In case of doubt, the amount of the Client's debt to the Supplier shall be fully proven by the data in the information systems of the competent Operators on the Client’s consumption metering.

8.6 The Bill shall be settled by payment to the Supplier's bank account indicated on the body of the Bill, either by standing order from the Client to its Bank for the payment of bills issued by the Supplier to the latter’s bank account and/or by other means indicated therein or/and in the General Price Schedule of Offered Programs, out of which at least one is possible to be settled without fees and other expenses even after the expiry of the payment deadline. In the event of modification of the means of payment referenced on the General Price Schedule of Offered Programs, the Supplier shall inform the Client in the next Bill.

8.7 The Bill shall be deemed to be an extract from the commercial books of the Supplier’s trading records and shall have full evidential value.

Article 9: Force Majeure

9.1 A Force Majeure Event is any event that affects the performance of this Supply Contract, which could not have been foreseen or prevented despite the diligence of the Party invoking it and which is beyond the control of the Party which it adversely affects by depriving that Party from fulfilling its contractual obligations. Force Majeure Events include, but are not limited to, severe natural disasters, wars, riots, earthquakes, storms, hurricanes, lightning, floods, explosions, strikes, prohibitions and interference by public authorities, acts of terrorism, the acts or omissions of the Operator of the System or the Distribution Network Operator, interruption of the electricity connection and of the electricity systems that are interconnected with the system, the taking out of operation of part of the infrastructure for electricity generation and transmission.

9.2 In case of default or inability or inadequate fulfilment of their contractual obligations due to the occurrence of a Force Majeure Event, the Parties expressly agree that they shall not be liable nor shall this be deemed a breach of their obligations under this Supply Contract, provided that the Party which is affected by the Force Majeure Event and which wishes to invoke the provisions of this article gives prompt written notice to the other Party, and in any event not later than five (5) working days, of the occurrence of the Force Majeure Event.

9.3 Except as otherwise provided by the Law, the Supplier shall not be liable in the event of technical problems or damage to the Client's Facilities or equipment for reasons that are attributable to its connection to the Distribution Network, such as, but not limited to,



supply interruptions, drops in voltage level, voltage fluctuations.

Article 10: Complaints procedure, dispute management and out-of-court dispute resolution

10.1 The Client's requests and complaints are handled in accordance with the Code for the Management of consumer claims and complaints, which is posted on the Supplier's website.

10.2 In the event that errors are found in a Consumption Bill relating to charges imposed or metering data, the Supplier shall immediately proceed to a corrective charge or credit by issuing a corrective invoice or by offsetting the relevant amount against the next regular invoice. The amounts of the corrective debits and credits shall be paid interest-free.

10.3 In case of disagreement by the Client as to the amount of the Consumption Bill, the following procedure shall be followed, as a prerequisite for recourse to legal means or out-of-court settlement: a. The Client must submit substantiated objections in writing to the Supplier prior to the expiry of the time limit for the payment of the Consumption Bill that follows the contested Consumption Bill. b. Within ten (10) business days of receipt of the Client's objections, the Supplier shall provide a substantiated response, finalize the payment amounts, and notify a Final Payment Statement and historical consumption data to the Client, setting a payment deadline of at least ten (10) working days and in any case not shorter than the time limit of the disputed Consumption Account. c. If the Client agrees, they shall pay the amount of the Final Payment Statement within the time limit indicated therein. If the Client fails to follow the procedure described above and the Bill remains unpaid, the Supplier shall be entitled to take any appropriate action to collect the overdue debts increased by the statutory rate for late payment interest, including termination under article 11 of these General Terms and Conditions.

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

11.1 This Supply Contract shall be terminated by the Client at any time and for any reason by written notice to the Supplier. The effects of termination shall take effect thirty (30) days after the notice is sent to the Supplier. Prior notice of termination of the Supply Contract is required for a change of Supplier, in which case the legal effects of the termination shall take effect on the day before the day on which the Declaration of Representation of Voltage Meter takes effect, which the new Supplier shall submit to the competent Operator, as that day is determined and notified to the Supplier by the Operator.

11.2 Termination of the Supply Contract by a Client shall have no adverse effect on the Client, financial or otherwise.

11.3 This Contract may be terminated by the Supplier by written notice to the Client for breach of the terms of this Contract, all of which are agreed as being material, for a period of more than thirty (30) days. In such event, the Supplier shall notify the Client, giving at least thirty (30) days' notice to reconstitute the



breach and shall inform the Client of the consequences of any non-compliance within the prescribed period. If the above period expires without action, the Supplier may terminate this Supply Contract and proceed to all necessary actions before the Distribution Network Operator for the discontinuance of representation of the Client's Meter. In this case, the effects of said termination shall take effect immediately.

11.4 The Supplier may also terminate this Supply Contract with immediate effect if it has declared the Client in default in relation to the payment of overdue debts, pursuant to the following provisions: If the Consumption Bill has not been paid within the set deadline, the Supplier may proceed to the following actions: a. Add the amount due on the next invoice plus statutory interest for late payment, which is added to the total amount due on the new invoice that the Client shall pay within the standard payment deadline set on the new invoice. b. If this second period for repayment expires without action, the Supplier may submit a voltage meter deactivation order to the competent Operator due to unpaid debts. This order must be notified to the Client. c. If the overdue debt is not paid within ten (10) days of the notification of the voltage meter deactivation order to the Client, the Supplier may terminate the Supply Contract by submitting a discontinuance of representation declaration to the competent Operator and by informing the Client accordingly.

11.5 In the event that a Party becomes bankrupt, is placed under special administration, special or other liquidation, or is subjected in any other process provided for by law for insolvent persons or debtors of decreased financial position, the Party not at fault is entitled to terminate this Contract with immediate effect.

11.6 Subject to article 4.3 of these General Terms and Conditions, the Supplier shall be entitled in all other cases, except in the cases referred to in this article, and irrespective of the reason, to terminate this Contract in writing subject to a sixty (60) days prior notice.

11.7 Upon termination of this Contract for any reason, the Client's debts of any kind towards the Supplier will become ipso jure due and payable and the Supplier shall be entitled to proceed to all available actions before the competent Operator for the ceasing of the representation of the Client's meter.

11.8 In case the Client leaves the premises without giving notice of such departure or without giving notice within the prescribed time limit, the Supply Contract will remain in force until the ceasing of the representation of the Client's meter takes place. In such a case, the date of deactivation of representation of the Client's meter will be considered as the date of the ipso jure termination of the Supply Contract, as determined by the competent Operator in accordance with the provisions of the relevant Code.

Article 12: Applicable Law – Dispute Resolution

12.1 The parties shall make every effort to settle any dispute amicably. For any dispute between the Client and the Supplier, the Client may recourse to the Consumer Ombudsman



(<http://www.synigoroskatanaloti.gr/>), or any other competent body provided for by applicable legislation which acts as an out-of-court consensual dispute resolution body.

12.2 All disputes arising from or in connection with this Contract and which cannot be settled amicably between the Parties in accordance with the processes provided by the more special terms herein and/or the Supply Code, may be finally settled in accordance with Greek Laws and the Courts of Athens shall have exclusive jurisdiction over said disputes.

Article 13: Amendments

13.1 The Supplier reserves the right to amend the terms of this Contract for good cause, including but not limited to: a change in the circumstances prevailing at the time of conclusion of the Contract, an increase in the cost of client management, a change in applicable legislation, the issuance of decisions by the competent supervisory and regulatory authorities which affect in any way the operation of this Supply Contract, a change of conditions in the electricity market, a significant change in the cost of electricity supply.

13.2 The individual notification of the Client as provided by the Supply Code of such amendment and of the good cause shall be made via letter or via alternative means (via email, by phone, via a brief notification included in the Consumption Bill or sent electronically with reference to the Supplier's website for full information on the content of the amendment), provided that the Client has consented to it or by application of article 6.3 of these General Terms and Conditions with the first consumption bill following the amendment.

13.3 Subject to article 6.3 of these General Terms and Conditions, in case the Client falls under the Small Clients category, the notification shall take place at least sixty (60) days before the amendments take effect and the Client shall be reminded that within that period they may declare whether they accept the new terms or not and whether they wish to terminate this Supply Contract in accordance with article 11.1 of these General Terms and Conditions and at no cost, pursuant to paragraph 3 of the same article.

Article 14: Notifications

Except as otherwise provided in more specific terms hereof, written notices and declarations between the Parties, including termination of this Contract, shall be transmitted through registered mail and proof of receipt, or facsimile or electronic mail or by notification by bailiff, at the addresses of the Parties listed below or to such other address as the Parties may later notify by way of one of the foregoing means, including the Consumption Bill: For the Client: The address and contact details indicated in their Application. For the Supplier: NRG SUPPLY AND TRADING S.A., 168 Kifissias Ave & Sofokleous Street, 151 26 Amaroussion - Phone: 18101 - Fax: 210 960 6021 - E-mail: cs@nrg.gr. The address last declared is considered to be the legal seat or residence of the contracting party to whom it relates, at which the documents referred to herein are legally served and the consequences provided by law take effect.



Article 15: Protection of personal data

15.1 The Supplier respects the Client's right to the confidentiality of personal data and declares that the requested data are those absolutely necessary for the conclusion and performance of the Supply Contract, and for the fulfilment of other processing purposes on the part of the Supplier, as set out below; the processing of data is done in accordance with applicable legislation on the protection of personal data (Regulation 2016/679 EU GDPR, Greek legislation on personal data protection as in force from time to time, as well as other data protection provisions of law, regulatory decisions, directives and/or codes of conduct that relate to the processing of Personal Data) and the Supplier's Privacy Policy, as it is posted on the Supplier's website (www.nrg.gr). For the purposes of this article, the terms "Data of Personal Nature"/"Personal Data", "processing", "restriction of processing", "processing controller" and "data subject" assume the same content that is ascribed to them in the GDPR Regulation.

15.2 This Notice of Personal Data Processing applies to all personal data provided by the Client upon the filing of an application for the supply of electricity, as well as to any additional data provided at a later stage by the Client or obtained from other sources (full name, contact details, consumption data, etc.) (hereinafter "Data").

15.3 The Data Controller is "NRG SUPPLY AND TRADING S.A.", which is seated in Amaroussion of Attica, 168 Kifissias Avenue and Sofokleous Street, with VAT number 998102480, tel. 18101.

15.4 The Client acknowledges that the provision of their data constitutes a legal or contractual obligation or requirement for the evaluation of their application by the Supplier, for the Supplier's communication with the Client in connection with said application, and for the conclusion of the contract with the Supplier, as well as that failure to provide such data would make impossible on one hand the preparation for the conclusion of the contract and the appropriate performance of the contract with the Supplier, and on the other the Supplier's compliance with statutory obligations and the protection of its legitimate interests.

15.5 Upon the Client's consent, the Supplier may process data for additional purposes that relate to the Company's activities, although not strictly necessary for the performance of the Supply Contract, such as for information, promotion, commercial communication of products and services, as well as surveys to assess the quality of the services provided by various means, including automated means (through email, SMS, MMS, fax, telephone). The Client may revoke this consent at any time without, however, the processing carried out prior to such revocation becoming unlawful.

15.6 The Supplier may process the Client's data even without the Client's prior consent, in cases where processing is required or necessary a) for the preparation and/or the performance of the Supply Contract between the Supplier and the Client; b) for the fulfilment of the statutory obligations of the Supplier; c) for exercising the Supplier's rights in legal proceedings; d) for the pursuit of its legal interests, including the



optimization of the services provided, as well as in all other cases provided in articles 6 and 9 of the GDPR Regulation.

15.7 The Supplier processes the Data electronically and manually and shall ensure that its processing procedures and policies are consistent with the purposes set out above and with applicable legislation (including matters relating to security and privacy), as well as with the principles of fair and lawful processing. Client Data will only be stored for the time necessary in order to fulfill the purposes for which it was collected. In any case, the criterion used to determine the period of storage is based and takes due account of the need to comply with any relevant legal requirement, the principle of restriction of the storage period, the principle of data minimization and the need for reasonable management of the Company's data. The Supplier may retain all or part of the data even after the termination of the Supply Contract for such period of time as is necessary to fulfil its contractual and legal obligations, as well as to pursue the purposes described in paragraph 4 of this article.

15.8 The Data is accessible in the following categories of the Supplier's authorized persons: to personnel involved in accounting, tax and administrative matters, to IT personnel and internal audit staff, as well as to any other person who needs to process the Client's Data in the context of their employment duties. The Data may also be transferred to other connected companies affiliated with 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 by law and/or under legitimate interest (administrative and accounting needs, legal claims, business development). The Client's personal data are used exclusively for the aforementioned purposes set out in this article and the information will not be disclosed or sold to third parties for other non-related purposes.

15.9 For the aforementioned purposes, the Data may be further transmitted to: Public authorities and public bodies, third-party partners that provide specified technical or logistical or other services to the Company (e.g. cloud computing service providers, external legal, technical and other consultants and partners, agents, distributors, commercial partners, suppliers of the Company, third parties and their consultants in case of extraordinary operations - mergers and acquisitions, transfers of businesses/business units - debtor information companies falling within the scope of Law 3758/2009, as in force from time to time, Loan and Credit Claim Management Companies (LCCM), law firms, lawyers, bailiffs) and other legal recipients. Where applicable, these natural/legal persons shall act as Data Controllers, Data Processors or persons authorized to process personal data for the same purposes as those mentioned above, with the same safeguards and in accordance with applicable law.

15.10 With regard to the transfer of Data to third countries, the Supplier shall inform that the Data transfer will take place in any case via one of the methods provided by the personal data legal framework such as, for instance, with the Client's consent, the application of standardized clauses on the protection of personal data issued by the European Commission or the Data Protection Authority or on the basis of the European Commission's adequacy decision scheme.



15.11 The Client may at any time contact the Responsible Data Protection Officer of the Supplier at the email address: dataprotection@nrg.gr or at the postal address NRG SUPPLY AND TRADING S.A. - Data Protection Officer, 168 Kifissias Avenue and Sofokleous Street, P.O. Box 151 26 Amaroussion of Attica, in order to exercise their rights according to articles 15-22 of the GDPR Regulation, which include: the right to obtain confirmation that the Data concerning them are being processed by the Data Controller, as well as to obtain certain information relating to the processing (such as, among others, in connection with the purposes of the processing, the categories of recipients, their rights, etc.), to obtain a copy of the Data, to obtain the Data that concern them in a structured, commonly used and machine-readable format, as well as the right to transfer this Data to another company, to request the Data's direct transfer in a similar format to another company provided this is technically feasible, to request the completion, update, deletion or restriction of processing of their Data or even object to Data processing for legal reasons.

15.12 The Client may address the Company's Data Protection Officer regarding their concerns about the security and protection of their data or submit a claim to the competent Data Protection Authority, namely the HELLENIC DATA PROTECTION AUTHORITY (www.dpa.gr). The Client may additionally read the Supplier's privacy policy on the Supplier's website www.nrg.gr.

15.13 This article, as well as the Supplier's privacy policy may be amended.

Article 16: Withdrawal of Guarantees of Origin

16.1 The Supplier has a section in the Guarantees of Origin Registry maintained by the RES & Guarantees of Origin Operator (formerly 'LAGIE' & now ORESGO [Operator for Renewable Energy Sources and Guarantees of Origin]) for the withdrawal of Guarantees of Origin (GOs) in accordance with the provisions of Law 3468/2006 and Ministerial Decision No. D6/F1/oik.8786/06.05.2010, Government Gazette B 646/14.05.2010 [Unique GO serial number (UGOSN): DSX100015].

16.2 GOs are the electronic certificates by virtue of which it is certified that, for the electricity consumed by a certain Client during a certain period and at a certain establishment, the Supplier has withdrawn (held) exclusively in the name of said Client an equal quantity of energy, which has been produced by certified RES.

16.3 All Clients have the right to submit a request to the Supplier to withdraw (hold) a GO in their name, regardless of the Program or Energy Promotion they have chosen, in which case they will be charged the amount of the nrg Green Subscription corresponding to the use and voltage of their supply, in accordance with the provisions of the General Price Schedule of Offered Programs of the Supplier. Each GO refers to 1 MWh of standardized energy. In the event that the period of the Subscription does not cover an entire period of settlement, the consumption on which the GOs are calculated will be consumption that is proportional to the period of validity of the Subscription. In case the settlement of the consumption of a certain establishment for a certain period results in a non-integer number of MWh, the Supplier shall issue



a GO withdrawal certificate for consumption rounded up to the nearest higher integer (e.g. 10.4 MWh rounded up to 11MWh, 30.6 MWh rounded up to 31MWh).

16.4 The Client is entitled to request the Supplier to withdraw (hold) a GO for a minimum period of 12 months (365 days), in which case they shall be obliged to pay the nrg Green Subscription for the entirety of said period. Exceptionally, the withdrawal (hold) of the GO - and consequently the obligation to pay the abovementioned Subscription - may relate to a period of less than 12 months and only in the case where before the completion of the 12-month period, the Contract: a) is terminated by the Client; or b) ceases due to the Client's departure from the establishment.

16.5 During the term of the nrg Green Subscription, the withdrawal (hold) of a GO by the Supplier on behalf of the Client will take place gradually, based on the periodicity of the issuance of SETTLEMENT bills that relate to the establishment for which this is requested and always at a point in time that follows the issuance of these bills. The Supplier may refuse to proceed to the relevant withdrawal (hold) of the GO for consumptions where this has yet to take place in the event of any unpaid debts on the part of the Client and/or termination of the Supply Contract due to the Client's fault.

16.6 After its activation, and subject to the provision of the first subparagraph of clause 17.4 herein, the nrg Green Subscription shall remain in force until it is freely revoked by the Client.

16.7 Following the revocation of the nrg Green Subscription for a certain establishment of the Client as set out in clause 17.6 herein and/or after the termination and/or ceasing of the force of the Contract as provided in clause 17.4 above, the Client shall be entitled to request from the Supplier a certificate of withdrawal (hold) of a GO for the consumptions of the establishment in question up to and including the expiry date of the nrg Green Subscription. In such a case, the Supplier shall issue the relevant certificate immediately after issuing the first SETTLEMENT BILL following the cut-off date of the validity point of the aforementioned Subscription. The Supplier may refuse to issue the relevant certificate to the Client in the event that the Client has unpaid debts.

16.8 The certificate of withdrawal of a GO is issued by the competent issuing body (ORESGO S.A.) in accordance with the form stipulated in Ministerial Decision D6/F1/oik.8786/06.05.2010 (Government Gazette B 646/14.05.2010) and includes, inter alia, the issuing body, the start and end date of the period of production to which the GO corresponds, the Unique serial number (UGOSN) for the GOs withdrawn on behalf of the Client, the type of energy production technology, the name of the producer to which the installation belongs and the location of the installation, the date of issue of the certificate.

16.9 The Supplier declares that by the certificate under clause 17.8 herein only energy produced from RES of an amount equal to the consumed in the Client's establishment within a certain period of settlement exclusively in the Client's name is certified, and under no circumstances does the Supplier guarantee the matching of the production period with the consumption period.



16.10 The withdrawal (hold) of a GO, as well as the relevant certificate, shall be issued per Client (VAT No.). If a certain Client has more than one active supplies/establishments, they are entitled to freely choose those for which they wish the withdrawal (hold) of the GO to take place.

Article 17: Final Provisions

17.1 Assignment of this Supply Contract by the Supplier to a third party is permitted, except where the Client falls under the Small Clients category. This is without prejudice to the Supplier's right to entrust to a third party the collection of its claims, in particular with regard to the collection of claims arising from this Supply Contract.

17.2 The Client declares that prior to signing this Contract, the Client has received from the Supplier all forms required by law to accompany the supply offer and has been fully informed of the documents that the Client must provide or sign in order for the Supplier to be able to fulfil its obligations hereunder.

17.3 The Client may join one of the available combined promotions of the Supplier (electricity for residence and business and/or electricity with natural gas, residential and/or business), as applicable per period and as detailed in the schedule of promotions and/or discounts, electricity and/or natural gas as published by the Supplier. In this case, the Client shall declare the combined promotion they wish to receive on the new Supply Application to be signed, relating either to electricity or natural gas. The relevant Promotion or Discount will apply from the date of signature of the aforementioned application by both Parties, functioning as an annex and/or amendment of the terms of this Supply Contract.

Date

For the Client

For the Supplier