

## ENERGY CONDITIONS FOR ÚNICA

### 1. PURPOSE

The purpose of this contract ("Contract") is the provision by Endesa Energía S.A.U. (Endesa) of energy to the installation ("Installation") owned by you ("the Customer") at the point of connection or delivery ("Supply Point") indicated in the Specific Conditions. The terms and conditions of provision and specific coverage, including economic conditions, are in line with the information that has been made available to you in advance either through durable media or on the website of [www.endesa.com](http://www.endesa.com) and whose receipt you acknowledge herein, and which are included as Specific Conditions and/or corresponding Annexes. These conditions apply regardless of the product/service contracted.

By signing this Contract, and if the Customer does not expressly declare their intention to contract Grid Access with the distribution company for their own account and at their own risk (hereinafter "TRA Contract"), the Customer expressly accepts the joint contracting of power purchases and the TRA Contract through Endesa, thus making it possible for the latter to bill you for the corresponding items. Hence, Endesa is expressly authorised and empowered by the Customer through this contract to acquire, for all effects, its legal position as a substitute in the TRA Supply Contract for the supply and to complete the appropriate procedures relating to it, including, where legally required, the termination of its current supply contract. The aforementioned procedures and the related changes in this TRA Contract may correspond to the contracted power or flow, the request for the installation of a maximeter or new measuring equipment and the modifications to the access tariff.

In the event that the Customer takes part in the self-consumption scheme, they must comply at all times with the documentary requirements and demands of the current regulations. Likewise, their special billing, supply and measuring conditions will be governed by the provisions of the Annex and RD 244/2019, as well as by other applicable regulations.

This Contract is a continuing performance personal contract and the Customer must be the effective user of the energy supplied, which they may not use in a place other than that for which it was contracted, or transfer it, sell it or make it available to third parties.

In the event of a discrepancy between the General Conditions specified in the Contract and the Specific Conditions, these Specific Conditions will take precedence over said General Conditions.

### 2. POINT OF SUPPLY, INSTALLATION AND TECHNICAL CONDITIONS

A Supply Point is understood to be the connection or delivery point located in the Customer's installation in which the consumption of the energy supplied by Endesa is measured. The maximum capacity or flows that the Customer may consume under this Supply Contract will be established in accordance with the regulations applicable to this effect, and should be appropriately adapted.

The quality of the supply and its availability will be the responsibility of the distribution company as owner of the grid in which the Customer's installation is located. In the same way and without affecting the self-consumption rules, that defined by law will apply at all times, both in terms of indices and of possible compensation and reimbursement rights in the event of non-compliance with quality levels and, in particular, in arts. 101 to 110 of RD 1955/2000 (electricity) and arts. 63 to 66 of RD 1434/2002 (gas) or any regulations that replace it. In any case, Endesa undertakes to: (i) incorporate in the TRA Contract signed with the distributor the compliance with the minimum levels of quality required; and (ii) transfer the bonuses, discounts and/or indemnities that may be applied by the distributor due to incidents in its grid.

### 3. MEASURING EQUIPMENT AND ACCESS TO THE FACILITIES

The Customer will have adequate measuring equipment at the Supply Point, owned or rented from the distributor, ("Measuring Equipment"), which must comply with the legally established technical requirements, and they will be responsible for its safekeeping and compliance with the other obligations established by current legislation, exempting Endesa from any contingency that may arise from the breach of said obligations.

The Customer must guarantee physical access to its installation by the distributor and employees or contractors of the latter, duly accredited, so that they can read, check, verify, seal or perform other tasks that, in general, are necessary for an effective supply.

The Customer undertakes not to manipulate any of the components of the Installation and, in particular, the Measuring and Control Equipment, exonerating Endesa from any contingency that may arise from the breach of this obligation, without prejudice to the responsibilities legally required (arts. 87 and 93 RD 1955/2000 –electricity– and 49 and 56 RD 1434/2002 –gas–).

### 4. PRICE

The Customer is obliged to pay Endesa the price of the supply performed, in accordance with the economic conditions that have previously been provided by Endesa and which are incorporated into this Contract as Annex(es). The tariffs and charges related to the TRA Contract applied by the distributor and/or other regulated components, items and amounts, all of which are set by the Administration, will form part of the supply price. In the event of the rental of Measuring Equipment, the invoices will include the rental price set by law by the Administration.

Those expenses, costs, taxes and payments that are legally required as a result of the signing of the Contract must also be met by the Customer, thereby increasing the price, (including access tariffs and charges, and VAT or equivalent regional taxes), together with those generated by the works legally necessary to meet the new supply or to extend or modify the existing one, or other regulations established and corresponding to the distributor. The customer will also meet any type of variation of the price applicable to the supply or any modification of the other items, activities or regulated components that may be approved by the Administration during the term of this contract, which will be transferred automatically and in full to the prices of the supply and/or service to the extent that they are applicable and without being considered to modify the contractual conditions in the terms established in Condition Six.

In any agreed price system, the tariffs and charges applied contractually will not be higher than those approved by law (the details of which will be reflected in the invoice) as a guarantee for the Customer.

Any type of promotion, discount and/or supplement regarding the price offered to the Customer by Endesa will be limited to the specific circumstances for which they were granted or to the duration time established therein, without generating any consolidation or right for the Customer to maintain the aforementioned price.

### 5. BILLING AND PAYMENT

Endesa will invoice, with the frequency indicated at all times, the amount to be paid by the Customer derived from this Contract, without prejudice to the obligation by the distributor to carry out the readings, in the time and/or form established by the current regulations, including RD 1718/2012. Despite the foregoing, the Parties may establish, at any time, a frequency different to that agreed upon, provided that they expressly determine it (e.g., fixed fee), when it is imposed by current regulations for specific cases (e.g., self-consumption) or when communicated by the Marketer, always in accordance with Condition Six of the Contract. Without prejudice to that which may be established specifically for certain cases (e.g., self-consumption), the amount to be paid by the Customer will be calculated based on the readings provided by the distributor and, if this information is not available, it will be estimated with the corresponding subsequent adjustment.

The invoices will reflect the details of the supply, the applicable prices, as well as the rest of billing items (including taxes) and others of a regulated nature, such as the cost of measuring equipment, tariffs and charges. These items may include associated services provided by third parties to the Customer (e.g., Common Receptor Installation fees), whose provision complies with the current regulations. For the above purposes, Endesa is expressly authorised to: (1) include in the invoice amounts corresponding to other services contracted with Endesa directly and/or for the account of third parties or that set upon the joint collection of the aforementioned amounts and, where appropriate, (2) the direct debit of the payment from the account designated in the Specific Conditions.

In any case, payment will be made within a period not exceeding seven calendar days from the date of issue of the invoice.

In the event of two or more consecutive or alternate returns due to the non-payment of invoices presented to the indicated bank account, the invoice will cease to be directly debited and will be sent to the address

(or the electronic address, where applicable) provided by the Customer, to be paid at any of the entities and by any of the means indicated in the different communications sent by Endesa, clearly identifying to which invoices the payments correspond, exempting Endesa from any damages if this is not the case. Some of the payment methods offered may involve certain administration costs for the Customer that will be duly informed in advance.

Invoices not paid in full on the scheduled dates for reasons not attributable to Endesa will be considered to be overdue. Late-payment interest may also automatically accrue on the amounts corresponding to the non-payment of any invoice. For natural persons, this will be equivalent to the legal interest rate of money (increased by two percentage points) and for entrepreneurs/companies, said interest will be paid in line with that established in Law 15/2010, of 5 July, and any other legal regulation that amends or enacts it, with both parties agreeing to comply with this regulation in all its aspects and obligations, without prejudice to the provisions of the remaining General and/or Specific Conditions. The Customer is also expressly informed that if the payment is not made within the deadline and provided that all the requirements established in the data protection regulations are met, the information relating to the non-payment may be notified by Endesa in a file stating compliance or non-compliance with monetary obligations.

Where other services have been contracted with Endesa and partial payments are made, the Customer may, in accordance with the Civil Code, establish the criteria for their application. If this power is not exercised and once the interest and expenses have been covered, the payments made may be applied to the invoices for any supply or service provided by Endesa that are most overdue.

Electronic invoicing: Registration for this service will mean that the customer will stop receiving invoices by post (both for Endesa products and those of third parties invoiced by it), in accordance with the following: (1) This service will be implemented by sending messages by e-mail to notify the customer that invoices are available to be viewed in the digital format provided. (2) Electronic invoices are totally secure. They incorporate a recognised digital signature that guarantees the authenticity of the issuer and the integrity of the content (3) It is the responsibility of the Customer in all cases to inform Endesa of any change in the e-mail address to which notifications are to be sent. Non-receipt by the Customer of the notification (error in the e-mail provided or for any other reason) does not mean that the electronic invoicing service has ceased to be provided, once the Customer has been registered as a user and has not subsequently cancelled their request. The Customer guarantees and is, in any case, responsible for the veracity, accuracy, validity and authenticity of the data provided.

Registration for electronic invoicing is undertaken with the express consent provided in this document. Said registration is voluntary and free of charge for the Customer, who may cancel it at any time and once again receive paper invoices by requesting them through any of the other customer service channels indicated in this document or at [www.endesa.com](http://www.endesa.com).

### 6. MODIFICATION OF THE CONDITIONS

Endesa may modify the Conditions of this Contract upon communication to the Customer 30 calendar days before the effective date of the modification, without prejudice to the Customer's right to terminate the Contract without any penalty in the event of non-conformity. If they do not state otherwise within the aforementioned period, it will be understood that the Customer accepts the modifications on the date determined by Endesa. Modifications shall not be considered to be those motivated by legal or regulatory provisions of any kind related to the supply conditions, or by the judicial or administrative interpretation of said provisions or those already existing at the date of the Contract, nor will they include the update of the parameters of a product as a result of revaluation in line with the CPI and the upward or downward variations in access tariffs and charges and other regulated values transferable to the Customer to the extent applicable to them.

As indicated in Condition One, the conditions of the TRA Contract may be amended as a result of procedures with the distributor, provided that they do not affect the quality and guarantee of the Customer's supply. In the event that such changes have not been

expressly requested by the Customer, rather they derive from unilateral decisions by Endesa, the latter will meet their cost, except in cases of tariff relocations derived from actions attributable to the Customer (changes in consumption) or arising from the prevailing legislation. In any case and without affecting the modifications that may be made with the related technical considerations, the Customer will continue to hold, with respect to the distributor, all the rights related to the TRA Contract and, if the Contract is terminated, they will continue to hold any security deposit that may exist. Likewise, upon the termination of the Contract, the Customer accepts the conditions of the TRA Contract that they had at that time, thereby assuming the cost of any contractual change decided by them at that time or in the future.

Without prejudice to the aforementioned notification, Endesa informs that it will duly reflect on the website the modifications that may be made to the Specific and General Conditions and/or Specific Coverage, so the Customer has an updated copy of them at all times, together with any changes that have been made.

Endesa will apply the new prices and conditions to the invoice, which will be directly applicable to the Customer until the Contract is effectively terminated.

## 7. RIGHTS OF ADMISSION AND GUARANTEE DEPOSIT

The expenses and/or costs generated by the works to couple, extend, reconnect, verify and access electricity, as well as gas connection or registration costs, or other rights necessary to provide the new supply or to modify the existing one, which correspond to the distributor or those related to schemes of which the Customer may avail itself, will be borne by the Customer (RD 1955/2000 and RD 1048/2013 - electricity-, RD 1434/2002 -gas-), all in accordance with the established time limits.

If required by the distributor under article 79.7 RD 1955/2000, Endesa may request the Customer, at the time of contracting and throughout the term of the Contract, to provide a guarantee or a Security Deposit.

## 8. SUSPENSION OF SERVICE

In the event of non-payment by the Customer, in the case of a natural person that owns an electricity supply point at their main home with contracted power equal to or less than 10 kW and that meets the requirements established in RD 897/2017, of 6 October, and without prejudice to General Condition Five, the supply cut-off will comply with Chapter VI of the aforementioned Royal Decree (electricity). For the remaining cases in which the consumer does not meet the aforementioned characteristics, the provisions of Law 24/2013, RD 1955/2000 and RD 1435/2002 (electricity) as well as RD 1434/2002 (gas) will apply. Endesa may process the supply cut-off once the payment period has expired since the issuance of the invoice. In the same way and with the exceptions that may be legally established, the supply or service may be suspended for the following reasons: (a) Force majeure; b) non-compliance with any of the obligations arising from this Agreement; c) in general, in the cases provided for in the energy regulations in force when this is temporarily essential for the maintenance, repair of installations or the improvement of the service or for reasons of security of supply and of persons or goods; d) when the supply is used in a form or for purposes or uses other than those established in this Contract; e) if the Contract is terminated.

If the supply is cut off due to non-payment, it will not be reconnected until the Customer has made all the payments due, together with any late-payment interest and the expenses incurred by the interruption and possible reconnection of the supply. In the event of payment, Endesa will inform the distributor to proceed to reconnection within a period of 24 hours (electricity) / 48 hours (gas), unless the termination of the Contract has been notified. If the supply affects a family unit in which a member requires electricity to connect medical equipment essential to keep such member alive, the Customer undertakes to notify said fact in advance to Endesa by providing the appropriate documentation formalised by medical personnel accrediting the foregoing, and said documentation must be renewed and sent annually.

## 9. RESOLUCIÓN

The following are grounds for resolution, regardless of those indicated in the legislation in force: (a) Failure to comply with any obligation under the Contract; (b) insolvency or body of creditors in bankruptcy, in accordance with the procedures established in Law 22/2003; c) in the event of the non-acceptance, by the Customer, of the modification of the conditions by Endesa in the terms established in Condition Six; and

d) provided that they are considered a "consumer" (art. 3 Legislative RD 1/2007), the Customer may withdraw from the Contract free of charge within 14 calendar days of signing it, for which the information and a draft for this purpose are provided herein. In the event of compliance with the start of the energy supply before the aforementioned period, the Customer will pay Endesa an amount proportional to the part already provided for the service on the date on which it informed of the exercise of the withdrawal right. This amount shall be calculated on the basis of the total price agreed in the Contract.

**Disputability:** This Contract is based on the circumstances declared by the Customer regarding the Installation, which constitute the basis for the acceptance of the Contract by Endesa and support its validity. Therefore, the Customer declares that the data provided regarding the Installation and themselves are true, and undertakes to notify Endesa of all changes that may occur with regard to the actual circumstances of the Installation and of themselves.

Endesa may unilaterally terminate the Contract as soon as it has become aware of the inaccuracy, reservation, omission or variation in the actual circumstances relating to the Installation and the Customer, on which the validity of the Contract is based. Likewise, it reserves the right to unilaterally terminate the Contract if it detects that the Customer's Installations do not comply with the applicable legal and technical regulations or if the Customer does not accept the repair/modification thereof after detecting a problem that affects the security of people and/or objects.

## 10. DURATION, ENTRY INTO FORCE AND START OF SERVICE

Except in the cases specifically established in the current legislation for energy contracts of less than one year, each Supply contracted with Endesa will have a duration of one year from the beginning of the service and will be automatically extended for annual periods if no reliable notification is provided by the parties one month before the expiration date (15 days in the case of electricity), except for that provided for in General Condition Nine. The effectiveness and entry into force of the Contract will be conditioned: a) in the event of supply services, by the time when the necessary documentation that can be legally required is provided by the Customer (e.g., Installation Certificate, First Occupation Licence) and access to the distribution grid is available; and b) when not related to supply services, by the date of Endesa's confirmation. In any case, Endesa may reject the Contract in the event of any discrepancy or inaccuracy regarding the data provided, any outstanding debt or inclusion in late payment files. If access is not granted within three months of the signing of this document, the Contract will be conditioned by the revision, by agreement between the parties, of the economic conditions for the Supply Point forming the purpose of said Contract. Otherwise, it will be deemed not to have been signed.

The Customer, however, in line with the provisions of the previous paragraph, may terminate each Supply contracted in compliance with section c) of Condition Nine of this document.

## 11. ASSIGNMENT

Endesa may transfer this Contract and its rights and obligations to any company, with the corresponding notification to the Customer being sufficient for this purpose. The Customer, as long as they are up to date with payment, may transfer their contract to another consumer, who will make use of it in the same conditions. The transfer of the contract or the subrogation to its rights and obligations, will require the prior written presentation of the request for change of ownership with the joint signature of the new Customer. Endesa will manage the regularisation of the TRA Contract with the distributor, whose effectiveness will be conditioned by the aforementioned transfer.

## 12. LEGISLATION AND JURISDICTION

This Contract will be governed and interpreted in accordance with the Spanish law applicable at all times, especially for supplies, Law 24/2013, Law 34/1998 and implementing regulations.

In the event of a discrepancy or controversy due to the interpretation, application or execution of this Contract, it will be submitted to the jurisdiction of the Courts and Tribunals corresponding to the place of installation of the owner and in which the supply and/or service is provided. Those consumers defined in accordance with art. 3 of Legislative RD 1/2007 may apply to the entities for the extrajudicial resolution of consumer disputes defined at [www.endesa.com](http://www.endesa.com) and in the matters in which Endesa is involved and, if they are natural persons and for the electricity supply,

they must comply with the procedure established in Law 24/2013. In addition, and for contracts entered into in accordance with European law, the European Commission's online dispute review platform exists, accessible via the URL: <http://ec.europa.eu/consumers/odr/>.

## 13. DATA PROTECTION

### 1. Data controller

These companies belonging to the Endesa Group may process the Customer's personal details: Endesa Energía, S.A. ("Endesa Energía") with Tax Identification Code (CIF) A81948077, Endesa X Servicios S.L. ("Endesa X") with Tax Identification Code (CIF) B01788041 and Endesa X Way, S.L. ("Endesa X Way") with Tax Identification Code (CIF) B09732520, all three with registered offices at: C/ Ribera del Loira, 60, 28042-Madrid, and jointly referred to as "Endesa". As stated throughout this clause, these companies may process the data as joint controllers in certain cases. In this sense, the three have reached a co-responsibility agreement, the essential aspects of which are available to interested parties on request. Where processing is necessary to fulfil the particular conditions or services of a product contracted only with one of these companies, that company will be the sole controller.

### 2. Categories of data processed

The Customer data processed within the framework of the contract are grouped into these categories:

Data collected when registering as a Customer, from the contract or provided subsequently during the term of the contract: name, surname, National Identity Document ("DNI"), Foreigners' Identification Number ("NIE"), Unique Supply Point Code (CUPS), telephone, email, contracted tariff and the data in energy consultancy tools, including geographical location.

Data derived from providing services during the term of the contract: the number of services provided, or incidents resolved or in progress, the contracting requests, the results of satisfaction surveys, commercial communications, the historical consumption of the supply point of which the user is the owner, the billing history and the data that may be collected through Endesa's websites by using "cookies".

Data obtained from third parties: the ones obtained from the credit information systems and those related to the Customer's consumption, from the distribution company, those obtained from the land registry, referring to the address associated with the supply point and the socio-demographic data, obtained from Datacentric Solutions, S.A.U., Adsalsa Publicidad, S.L., Beleader Internet Marketing, S.L., Ibrands Medios Interactivos, S.L., Rock Internet, S.L., Webpilots España, S.L., and which are necessary to complete the information required to draw up the Client's profile as and when the Customer has authorised it.

Endesa only processes the data strictly necessary for the specific purposes set out in this clause and only for the time required to do so,

### 3. Purpose and legal basis for the data processing

3.1) Processing for the proper performance of the contractual relationship with Endesa

During the contracting process

- When a request is made to contract a service from Endesa, the company that will provide said service (Endesa Energía, Endesa X and/or Endesa X Way) will process the data to set up the contract. If the contracted service involves the joint provision of services by all or any of the mentioned companies, they will all be regarded as joint data controllers. This processing is carried out based on the legitimisation of applying pre-contractual measures for the conclusion, where appropriate, of the contract and its performance.

- While the Customer maintains a contract with Endesa, the data will be processed for its proper development, maintenance and management, with the following specific processing: billing of the service, identification of the Customer when they contact Endesa, and sending informative communications relating to issues that may affect the service. If the contracted service involves the joint provision of services by Endesa Energía, Endesa X and/or Endesa X Way, the companies providing the contracted services will be regarded as joint data controllers. This processing is carried out based on the Customer's contract with Endesa Energía, Endesa X and/or Endesa X Way. The data processed for these purposes are identification data (such as name, surname, identification document, postal and email address and telephone number), data related to the electricity supply (such as CUPS, contracted

power), financial data (such as the bank account from which the bills will be paid) and data generated from interaction with Endesa when the Customer makes a query or complaint. Refusing to provide the requested personal data, or providing inaccurate or incomplete data, may hinder the performance of the contracted services. The Customer is responsible for the integrity of the data provided and for notifying Endesa Energía, Endesa X and/or Endesa X Way of any changes thereto.

- In the same manner, if the Customer makes an enquiry or request through the customer service channels, the data will be processed by Endesa Energía, Endesa X and/or Endesa X Way, depending on the company to which the enquiry or request is made, to manage under the contract. Here, the data to be processed will relate to identifying the Customer and those related to the query raised.

Processing that involves Endesa Energía's relationship with third parties necessary for the proper performance of the contract

Endesa Energía will process the Customer's personal data to contract with the distribution company corresponding to the place where the service is provided, the network access contract necessary to provide the supply, in which case the data necessary to execute the contract and which are included in the Supply Point Information System regulated by electricity legislation will be provided. The Customer's personal data will also be processed by Endesa Energía for the procedures and communications with the distribution company to guarantee energy supply as per the contract.

3.2) Processing for Endesa Energía, Endesa X and/or Endesa X Way to comply with their legal obligations

The Customer's personal data may be processed to comply with any legal obligation that Endesa Energía, Endesa X and/or Endesa X Way must comply with, such as the exchange of information between Endesa Energía and the distribution company for the provision of the service and billing regulated by electricity regulations, or for Endesa Energía, Endesa X and/or Endesa X Way to comply with police, judicial and tax requirements, including requirements from supervisory authorities and other public administrations.

3.3) Processing based on Endesa's overriding legitimate interest

Endesa Energía, Endesa X and/or Endesa X Way will process personal data based on the consideration that there is a legitimate interest, that it does not harm the rights and interests of the Customer and that it is in line with the Customer's expectations. The prevalence of these legitimate interests has been analysed. Where required by law, a personal data protection impact assessment has been carried out, a summary of which is available on request at: [dpo@endesa.es](mailto:dpo@endesa.es). The Customer may object to such processing, subject to the requirements and through the channels stated in section 9. These processing operations based on legitimate interest are:

Processing in connection with credit databases

- Search in credit information databases if the Customer wants to contract a product or service from Endesa Energía, Endesa X and/or Endesa X Way that may involve deferred payment or the provision of a periodic billing service. This search is conducted on the Experian Closed Users Group database (Badexcug). It may take place before contracting and while the Client maintains a contract in force to assess the economic solvency of the Customer at any given time and always in strict compliance with the regulations. Where the consultation takes place before the conclusion of the contract, the result may be considered to determine whether the contract should be signed. This processing is based on Endesa's legitimate interest.

- Communication by Endesa Energía, Endesa X or Endesa X Way of customer data to credit information databases, specifically Badexcug, if payment for the services contracted with any of these companies is not made within the established period. The categories of data to be communicated in these cases are name, surname, national identity card number, address of the supply point, amount and date of non-payment. This data is communicated based on the legitimate interest of Endesa Energía, Endesa X or Endesa X Way consisting in incorporating information into these systems to contribute to the fulfilment of their function, i.e. to constitute a necessary tool for ascertaining the risk that may arise from non-compliance by the interested parties if they are granted a specific monetary, financial or credit transaction.

The systems will only retain information on defaults within the last five years. If the outstanding debts are paid, Endesa Energía, Endesa X or Endesa X Way will inform the System to delete the data.

Processing related to Endesa's improvement of its products and services

- Conducting satisfaction surveys by the company with which the Customer has a contract (Endesa Energía, Endesa, Endesa X Way, all or some of them) to improve the quality of the services provided, based on their legitimate interest.

- Factoring operations (partial or total advance of credits assigned to financial institutions) to provide Endesa with an efficient business management model. Endesa Energía, Endesa X or Endesa X Way may transfer customer data to factoring companies based on Endesa's legitimate interest in obtaining the financing necessary to efficiently carry out its activities. The Customer's identification data (name and surname, national identity document number) and economic-financial data related to Endesa Energía, Endesa X or Endesa X Way's credit rights will be communicated to these companies.

- Obtaining additional data for recovery actions in the event of non-payment. If the Customer fails to pay, the company with which the Customer has contracted the service (Endesa Energía, Endesa X or Endesa X Way) may process the Customer's data to take steps to collect the amount owed. For this purpose, third-party processing companies may be called upon to recover the debt, update the information provided by the Customer and obtain additional information. This processing will be carried out based on the legitimate interest of Endesa Energía, Endesa X or Endesa X Way in managing the debt contracted and processing its collection and the obligation to keep customer information up to date.

Commercial actions on services provided by Endesa

- Advertising of energy services similar to those contracted by the company with which the Customer has a contractual relationship or Endesa's "Energy Bundle Deals". An Energy Bundle Deals is a set of products or services directly related to the field of energy activity, marketed jointly by Endesa Energía, Endesa X and/or Endesa X Way under the Endesa brand. Therefore, if the Customer has a contract with Endesa Energía, Endesa X and/or Endesa X Way, this company will process the data to advertise its own products and services similar to those contracted by the Customer, based on the company's legitimate interest in keeping its customers informed about its products and services. Based on their legitimate interest and as joint data controllers, Endesa Energía, Endesa X, and Endesa X Way will also process Customers' data to advertise Endesa's Energy Bundle Deals related to the service already contracted (for example, electricity supply and equipment maintenance bundle, or energy tariff and the electricity recharging service bundle).

For this purpose, Endesa Energía, Endesa X and Endesa X Way may analyse Customers' personal data to draw up a very basic profile to determine whether the commercial actions on energy services similar to those contracted by the company with which the Customer has a signed a contract or Energy Bundle Deals are in line with their energy consumption needs and preferences. Here, where the commercial action concerns Energy Bundle Offers, the companies providing the services offered will be joint data controllers. Only a very limited number of data available to Endesa Energía, Endesa X or Endesa X Way will be considered to draw up this profile, consisting of the Customer's name and surname, telephone number, email address, address, national identity card number and, where applicable, CUPS. This processing is carried out based on Endesa's legitimate interest in informing and facilitating access to its customers to combined offers that enable a more sustainable energy model to be achieved by offering energy equipment installation, maintenance and repair, automation and electric mobility services, among others, and to prevent campaigns and Energy Bundle Offers from becoming repetitive, unnecessary or annoying because they do not meet the Customer's needs.

- Integration of Endesa Energía, Endesa X and Endesa X Way customer databases to create Energy Bundle Offers. Endesa Energía, Endesa X and Endesa X Way will communicate the data of their respective customers to each other to offer Energy Bundle Deals to the customers via non-electronic means, which would prevent unnecessary repetition of commercial campaigns. These communications will be made exclusively for the purpose described above, with no data communication for other purposes under any circumstances. The categories of

data in this communication are name and surname, product contracted, telephone number, email, address, national identity document number and, where applicable, CUPS.

3.4) Processing operations that Endesa will only carry out if the Customer consents to it:

Endesa will process personal data but only if the Customer has expressly consented. The Customer may revoke the consent given for any of these purposes. The revocation will not affect the lawfulness of the processing carried out before such revocation, as stated in section 9 of this clause. However, where consent is given to provide a service, its revocation will imply the impossibility of continuing to provide it.

Provision of other additional services:

- If the Customer has registered for this Endesa service, the company with which the contract has been signed will process the Customer's email address to send it. This processing is based on the consent given when registering for this service. If this consent is revoked, Endesa will send the information relating to the billing of the service by non-electronic means.

Development of profiling and commercial actions:

- Production of complex profiles. If the Customer has given their consent by ticking the box expressly established for this purpose or over the phone, Endesa Energía, Endesa X or Endesa X Way will process their data to create a more complex profile of their preferences and consumption habits to carry out the following processing: (i) commercial actions on third-party products and services, (ii) communication to third parties of their data for the offer of their products and services, and (iii) advertise energy services similar to those contracted by the company of which they are a Client and to offer Energy Bundle Deals. To draw up this profile, personal data, data relating to the Customer's energy consumption at any given time (hourly load curve) and statistical sources that may affect their consumption, such as those relating to the area in which they reside, the nature of the dwelling, meteorological information, will be processed. Consumption-related data will refer to the last year. Performing this profiling will not imply the adoption of any type of decision that may produce legal effects or significantly affect the Client. If Endesa carried out this processing, the Customer would be informed, and consent would be requested if necessary.

- Advertising of third-party products and services. If the Customer has given their consent through the corresponding box provided for this purpose or over the phone, their personal data will be processed for the Customer to receive advertising relating to other products or services provided by third-party companies (related to household, insurance, automotive, financial services and leisure) and which are considered to meet their needs. Endesa may process the data for the Customer to receive advertising about products and services provided by third-party companies through any communication channel (including, but not limited to, email, SMS and telephone calls).

- Communication of data to third parties to offer their products and services. Similarly, if the Customer has given their consent by ticking the corresponding box or over the phone, Endesa may communicate their data to third-party companies in the sectors stated in the previous section for the Customer to receive advertising about products and services from these companies. The categories of data communicated are name and surname, mobile phone, email and postcode. Under no circumstances will the data subject to communication include the complex type of profile that Endesa Energía, Endesa X or Endesa X Way may have created according to the previous section on the creation of complex profiles.

- Advertising of Endesa products and services to former customers. If the consent has been given by ticking the corresponding box or over the phone, and when the Customer cancels their contract, they may receive advertising about products and services provided by Endesa through any communication channel (including, but not limited to, email, SMS and telephone calls).

4. Personal data retention period

The Customer's personal data will be kept for as long as is necessary to justify the processing. In particular:

- Personal data provided during the recruitment process and personal data collected during the recruitment process in connection with the search on credit databases will be retained for these purposes until a contract is concluded, in which case they will be processed within the framework of the contract. If a contract is not signed with Endesa, the data will be

kept for one (1) month for the contracting process to be concluded if requested by the interested party.

- The personal data provided as a Customer and processed for the purposes related to the contract, including the legal obligations that Endesa may incur as a result of this relationship, will be kept during the contract and for the periods established in the legislation applicable to the service provided (electricity or gas). Once the contract has been terminated, if there are no outstanding debts or charges, Endesa will block the data, as stated below.
- Data related to basic profiling, where consent is not required, will be kept for a maximum limited period of one (1) year or until the data subject objects to further processing by Endesa.

- The personal data provided to make an enquiry or request or arrange an appointment with Endesa sales agents will be kept until the request is processed.

- In non-payments, the personal data processed by Endesa regarding such non-payment will be retained for as long as they are needed to collect payment.

- The data processed for purposes based on consent will be processed by Endesa Energía, Endesa X and/or Endesa X Way until such consent is revoked. Should the interested party have ceased to be an Endesa customer but has not revoked consent, the data will be kept for two (2) years from the termination of the contract.

Once the mentioned periods have elapsed, the data will be blocked until the claims have been answered or the defence against administrative or judicial actions has been exercised, and until after the criminal, civil, commercial and/or administrative liabilities limitation periods. The data may be unblocked and processed again only for this reason. After this period, the data will be definitively deleted.

Particularly, the Customer's personal data will be retained during the contract. At the end of this period, and after the expiry of any debts or charges, the data will be kept in a blocked state for 6 years, according to the statute of limitations for the obligation to keep commercial and accounting documentation. After this period, the data will be definitively deleted.

#### 5. Personal data of minors

Endesa ensures the appropriate use of minors' personal data, guaranteeing respect for the laws applicable to them and using such measures as may be reasonably appropriate. Therefore, no personal data is collected from minors without the prior consent of their parents, guardians or legal representatives.

#### 6. Security measures

To make its Data Protection Policy effective and efficient, Endesa has adopted reasonable technical and organisational security measures to prevent the alteration, loss, misuse, unauthorised processing and access or theft of data, depending on the state of technology, for all channels in which personal data may be processed, including all websites, telephone and face-to-face channels.

#### 7. Recipients of personal data

##### 7.1) Data transfers

As stated in the description of the different types of processing Endesa will carry out with personal data, Endesa may communicate the Customer's data to these entities:

- To the distribution company for the network access contract necessary for the service contracted with Endesa.

- To the companies that manage the credit databases in cases where the debts owed to Endesa have not been paid, when the requirements established in the applicable regulations are met.

- To third-party companies with which Endesa collaborates, related to the household, insurance, automotive, financial services and leisure sectors, provided that consent has been granted and to receive information on the products or services offered by these companies. You can find out which companies make up the Endesa Group at [dpo@endesa.es](mailto:dpo@endesa.es).

- To credit institutions with which factoring contracts have been signed for the sole purpose of factoring.

- To the Security Forces and Corps, the Public Prosecutor's Office and the Courts and Tribunals when required by law.

- To the bodies that supervise Endesa, such as the National Markets and Competition Commission, the Spanish Data Protection Agency and the tax authorities, among others, according to their regulations.

In addition, Endesa Energía, Endesa X and Endesa X Way will communicate, by non-electronic means, the data necessary for the Energy Bundle Deals to

prevent unnecessary and repeated commercial campaigns related to their services.

#### 7.2) Access to Customer data by service providers (data processors)

Endesa will let third-party service providers that collaborate with Endesa to perform its activities access the Customers' personal data. Such third-party service providers will process the personal data necessary to provide the Customers with the contracted services. These third parties may assist Endesa, for example, in the provision of services related to sales, customer service, debt collection, marketing and advertising and professional services.

Under Endesa's instructions, these suppliers will act as Endesa's data processors and will not use the data for other purposes. They will guarantee the confidentiality, security and secrecy of the information they have access to. To this end, Endesa has checked that these suppliers have adopted measures that guarantee respect for the protection of personal data and has formalised the corresponding contracts with them. They undertake to process the personal data to which they have access according to the applicable regulations.

Furthermore, we inform you that some of these third parties acting as processors may be located outside the European Economic Area and have not been declared States with an equivalent level of data protection. Specifically, Endesa has contracted fully reliable suppliers in the United States, India, Colombia, Peru and Morocco. In any event, Endesa has assessed that the processing of personal data in these countries complies with the same guarantees required by European legislation and has adopted the appropriate safeguards necessary to protect customer data, particularly by signing standard contractual clauses with suppliers approved by the European Commission. You can find out about these data processors or request information about the guarantees adopted by Endesa for the international transfer of your personal data, including copies, by contacting [dpo@endesa.es](mailto:dpo@endesa.es).

#### 8. Data subjects' rights regarding their data processing

The Customer may exercise their rights regarding data processing, against such processing and each of the Controllers.

**Access:** This allows confirming whether Endesa is processing your personal data and, if so, which ones. **Rectification:** This allows the Customer to help Endesa correct errors and change data that may be inaccurate or incomplete.

**Erase:** This allows Customers to request the erasure of their data, so Endesa will stop processing them unless there is a legal obligation to keep them, in which case they will be duly blocked, or other legitimate reasons for processing them prevail.

**Opposition:** This allows the Customer to request that Endesa stop processing their personal data for purposes in which they consider they have a legitimate interest in the processing, for example, based on their expectations as a Customer, as in the case of Endesa's product and service offers. Endesa will stop processing the data unless there are compelling legitimate reasons or it is necessary to respond to claims or defend against administrative or legal actions, in which case they will remain duly blocked.

**Restriction to processing:** Endesa may be asked to restrict the processing of Customer data in these cases:

- While a challenge to the accuracy of the data is being checked.

- Where the processing is unlawful, but the Customer objects to the erasure of the data.

- When Endesa need not process the data, but the Customer needs it to defend or make claims.

- Where the Customer has objected to the processing of the data for the performance of a task carried out in the public interest or for the satisfaction of legitimate interest, while verifying whether the legitimate grounds for the processing outweigh their own.

**Portability:** This allows the Customer to receive personal data in a structured, commonly used and machine-readable format to be transmitted to another data controller.

**Revocation of consent:** This allows the Customer's data to stop being processed for an authorised purpose, for example, receiving commercial communications from third-party companies with which Endesa collaborates.

To exercise these rights, Customers may contact Endesa through any of the following channels:

By post, enclosing, when identity cannot be verified by other means, a photocopy of your National Identity

Card, passport, National Identity Card or any other valid identification document, and a request specifying the application to "Apartado postal 1128, 41080 Sevilla, A/A. Endesa Operaciones y Servicios Comerciales".

Email to [solicitudeslodp@endesa.es](mailto:solicitudeslodp@endesa.es) with the following information: name and surname(s) of the interested party, address for notification purposes, photocopy of ID card, passport, National Identity Card or any other valid identification document, and the specific request.

Likewise, the Client may file a complaint with the Spanish Data Protection Agency, whose contact details are as follows Calle Jorge Juan, 6- CP 28001, Madrid. Telephone number: 901 100 099/ 91 266 35 17.

#### 9. Data Protection Officer

Endesa S.A., parent company of the Endesa Group, which includes Endesa Energía, Endesa X and Endesa X Way, has appointed a Data Protection Delegate for these companies.

The Customer may contact the Data Protection Officer if they have any doubts about the purposes of the processing, its legitimacy or any other question relating to their personal data. The Customer may bring to the attention of the Data Protection Officer any matter relating to the processing of their personal data by writing to the following postal address: C/ Ribera del Loira 60, 28042 Madrid and by email. [dpo@endesa.es](mailto:dpo@endesa.es).

#### 10. Changes in the Data Protection Policy and information on the processing conducted through digital channels.

Customers may consult any changes or improvements to the Data Protection Policy, the more detailed definition of some terms and information relating to the processing of data carried out through digital channels (such as registration in the online area or the management of web services or applications), at [www.endesa.com](http://www.endesa.com), [www.endesax.com](http://www.endesax.com) and [www.endesaxstore.com](http://www.endesaxstore.com). However, when personal data is processed through Endesa's digital channels, the Customer will be informed of this and will have this Data Protection Policy available to them at all times.

Whenever Endesa updates its Data Protection Policy, particularly as a result of new processing of personal data, the Customer will be informed of this with sufficient time to submit any queries or, where appropriate, exercise the rights recognised by the regulations in force at that time.

#### 14. COMMUNICATIONS AND COMMERCIAL ACTION

The parties expressly agree and consent that all matters related to the implementation and execution of the Contract, as well as to the product and service offering, including the validity and effectiveness in making notifications that Endesa may provide to the Customer for this purpose, may be sent by ordinary post, telephone, electronic or telematic means (including SMS and /or systems of specific identification codes or specific security passwords that may be provided for these purposes by Endesa) or by any other durable medium that guarantees communication. In the cases in which this may be required by specific regulations, such consent shall also be extended to possible home visits, arranged or otherwise, which may be carried out by duly identified Endesa sales network personnel.

In the event the services indicated in the Specific Conditions are arranged by telephone or email, and provided that the Customer has contacted Endesa, once the recording or registration by Endesa is carried out, these General and Specific Conditions and Annexes that make up the Contract and that are sent will be considered to be documentary confirmation of the consent previously granted in accordance with the provisions of Legislative RD 1/2007. For these purposes, the Contract will be understood to have been executed from the moment of recording or registering the consent without the need for it to be validated with the Customer's signature. If it is Endesa that contacts the Customer, the contract will be understood to have been executed when the Customer has accepted the offer by signing it or by sending their agreement in writing through the established means (paper, email, fax or SMS). All of this without prejudice to the Customer's right of withdrawal.

Both parties agree to grant legal effect and full validity to the consent and acceptance expressed by the Customer through the aforementioned means, as well as that expressed by the latter through the passwords and/or codes provided by Endesa in the terms that have been indicated for their use, to allow the personal identification of the Customer.

Endesa will not assume any responsibility for the actions of the operators of media (telephone, mail, Internet, etc.) not belonging to this company used by the Customers, or for any damages that may be caused by the non-receipt or late receipt of communications for reasons attributable exclusively to said operators and in those causes in which it is not possible to have direct control by Endesa (such as IT

viruses on their computers, or the commitment of passwords or security or identification items).

#### **15. INFORMATION AND / OR CLAIMS**

The Customer may request information, make the claims that it deems appropriate in relation to this Contract, and confirm the contract through any of the following means: in writing to the registered office of Endesa, through the free customer services

telephone number 800 76 09 09, at [www.endesa.com](http://www.endesa.com) or the mail [atencionalcliente@endesaonline.com](mailto:atencionalcliente@endesaonline.com), as well as at any of our Sales Offices or Endesa Service Points that can be consulted at any time by any of the above means

## TERMS FOR NETFLIX

The Netflix service and content included in the Netflix platform are provided exclusively by Netflix International B.V., a Dutch limited liability company ("Netflix"). The rest of the services included in the ÚNICA personalised package/offer are provided by Endesa, for which it will allow access to the Netflix platform.

To enjoy Netflix as part of your ÚNICA personalised package/offer, you will need to activate the Netflix service by following the activation process via email or SMS, or through the private area. In order for Netflix to provide you with its service, we will share your email and phone number associated with ENDESA's ÚNICA personalised package/offer with Netflix. Remember that devices on which you can use the Netflix service must be compatible. You can check it out at <https://devices.netflix.com/es/>

If you already have a Netflix account, you can associate it with your ÚNICA personalised package/offer from the moment you activate Netflix as part of your ÚNICA personalised package/offer. Netflix will continue to charge you your subscription fee separately until you associate your existing Netflix account with your ÚNICA personalised package/offer. For any questions regarding Netflix billing for your existing account, please contact Netflix directly.

If you associate your existing Netflix account with your ÚNICA personalised package/offer, termination of the ÚNICA personalised package/offer will not cancel your Netflix subscription, and once the ÚNICA personalised package/offer ends, Netflix will automatically charge you the applicable fee using the payment method Netflix has associated with your account. If you want to review your Netflix account details, you can visit the "My Account" section on the Netflix website.

If you wish, you can change the mode from standard to premium and from premium to standard mode through your Netflix account, unless the change is to a mode lower than that included in the ÚNICA personalised package/offer. To this end and for this change, Netflix will inform you of the difference to be paid on the Endesa bill. Endesa will then inform you of the change of mode and will offer you the possibility to cancel your subscription to the service if you do not agree with the new conditions you have been informed of, returning to those initially requested in the ÚNICA personalised package/offer.

In the event of a discrepancy between the provisions of the Netflix Terms of Use and Endesa's ÚNICA General Conditions in relation to billing and cancellation, the provisions of Endesa's ÚNICA General Conditions shall prevail. With regard to the services offered through the Netflix platform, the provisions of its Terms of Use shall prevail so that any questions that may be raised in relation to them must be addressed through the channels Netflix makes available to you.

Likewise, if you cancel or modify the ÚNICA personalised package/offer or it is terminated in accordance with the terms and conditions agreed with Endesa, ENDESA will notify Netflix in order for Netflix to cancel the account associated with the ÚNICA personalised package/offer. However, if you have a previous Netflix account, this will not result in that account being terminated, and the Terms and Conditions informed by Netflix will apply. For more information on ENDESA's Data Protection Policy, you can visit the privacy policy at <https://www.endesa.com/es/proteccion-datos-endesa>. You can also see the Netflix Privacy Policy on the Netflix website.