

ABOUT ÚNICA

In this document we explain all there is to know about ÚNICA, so that you understand perfectly how it works.

1. So what is ÚNICA?

ÚNICA is a product offered by ENDESA ENERGÍA S.A.U. (ENDESA), featuring a single monthly payment for your energy supply (electricity and/or gas) and our 360° Protection, along with other services provided by third parties, such as services for the Home (e.g. maintenance service offered by ENDESA X SERVICIOS S.L.U.).

You are free to choose the modality that best suits your needs, arranging only what you actually need and with no obligation to arrange any related services. With ÚNICA you pay a stable monthly fee that will be personalised to your circumstances, as long as you consume energy responsibly. This form of energy consumption also comes with many rewards that generate savings for you, including a refund in euros on your next bill.

To calculate the price of energy (electricity and/or gas), we rely on the historical consumption of your home, allowing us to offer you a stable payment that responds to your real energy needs (see section 6) and may include one or more related services.

You will also be entitled to any ÚNICA promotions or discounts that may exist from time to time. Be sure to check the terms and conditions of each such promotion or discount in order to benefit from them.

2. What are the main features of ÚNICA?

- The contract is annual (see section 11) but is charged as a **single monthly instalment** that includes all the items you have arranged, thus simplifying your billing so that you know exactly what you are paying for.
- It is a stable instalment tailored to your consumption habits.
- It is a personalised instalment that offers you savings and peace of mind.
- Committed to the **environment**: all the electricity you consume comes from 100% renewable sources¹ and the gas is free of atmospheric CO2 emissions².
- **Electronic billing**: you will receive all of your bills by email as soon as they are issued, thus ensuring a more agile and sustainable process (see section 7), likewise, **direct debit** will simplify your procedures.
- **No minimum term**: you can leave whenever you like without incurring a penalty.
- **No time bands**: energy consumption adapted to your real needs no matter the time of day.

What does the instalment include?

As we just mentioned, ÚNICA can include several concepts or items, all depending on the modality you choose, including 360° Protection. It is a personalised solution, but will always include the following (see section 6 *"In case you were wondering how we calculate the ÚNICA fee..."*):

- If you choose ELECTRICITY, the ÚNICA instalment will include:
 - a. Your monthly power consumption;
 - b. Tariffs, charges and other regulated supply costs;
 - c. Other recurring items in your contract: rental of metering and control equipment;
 - d. Taxes:
 - i. Electricity Tax
 - ii. VAT (mainland Spain) or IGIC (Canary Islands) or IPSI (Ceuta and Melilla), as applicable
 - e. If applicable, any Related Service(s) to be provided by third-party companies (see range and details of coverage under the ÚNICA Service Conditions, or any other that may be accepted)

¹ All the energy supplied over the term of this Agreement will be known as "Green Energy" under the following terms and conditions: Through the assignment (cancellation by redemption) of Guarantees of Origin managed by the CNMC, we will annually demonstrate that an amount equivalent to the consumption at the Supply Point in the previous year will be generated from renewable energy sources. The assignment of Guarantees of Origin will be reported by Endesa in your bill, in accordance with current legislation, and you may also find this information on the CNMC website (www.cnmc.es). Applicable current legislation: ITC Order 1522/2007, CNMC Circular 1/2018 and CNE Circular 1/2008.

² All the energy supplied over the term of this Agreement will be known as "Carbon-neutral gas" under the following terms and conditions: Through the purchase of carbon credits from forestry projects that help mitigate climate change, we will offset the emissions from consumption associated with each customer. To calculate the CO2 emissions for the gas we supply to you, the emission factor published by the Ministry of Ecological Transition will be used to obtain the "Calculation" seal, as well as your gas consumption. The certificates may be viewed on the Endesa website.

- If you choose GAS, the ÚNICA instalment will include:
 - a. Your monthly power consumption
 - b. Tariffs, charges and other regulated supply costs
 - c. Other recurring items in your contract: rental of metering equipment and/or the IRC charge (for horizontal property owners)
 - d. Taxes:
 - i. Hydrocarbons Tax
 - ii. VAT (mainland Spain) or IGIC (Canary Islands) or IPSI (Ceuta and Melilla), as applicable
 - e. If applicable, any Related Service(s) to be provided by a third-party company (see range and details of coverage under the ÚNICA Service Conditions, or any other that may be accepted)

Note that your instalment will not include other amounts that the distributor may pass on, such as mains connection, extension, access, supervision or coupling charges, or verification, registration or deposit fees for arranging, transferring, increasing or reducing power in your electricity supply, or charges for connecting new customers, as specified in the ÚNICA Energy Conditions of the Agreement; not does it include compensation for distributor quality of service or the cost of the mandatory periodic gas inspection unless you have arranged a service with Endesa that includes coverage for this inspection.

3. Am I eligible for ÚNICA and where can I arrange it?

Am I eligible for ÚNICA?

Yes, you are. ÚNICA is intended for domestic consumers (natural persons) and their home³, provided you have opted for paperless billing (e-billing), consume energy responsibly (see section 5).

If you no longer meet any of its requirements, depending on what your instalment is, it may be re-calculated and you may be switched to another tariff or the contract may be terminated. Keep reading to learn more.

Just to remind you, this product includes the supply of energy in the free market by Endesa Energía S.A.U. (the free supplier). Why are we telling you this? This is of interest to you because if you were previously paying the Voluntary Price for Small Consumers (known as PVPC; a regulated tariff) with a Regulated Retail Supply Company, whether or not you receive the Social Bonus, arranging ÚNICA will mean that you will no longer be subject to this regulated tariff even if you meet the eligibility requirements.

For where can I arrange it?

For your home. Your home is the place where you can consume energy and/or make use of the related services under this option. This is where the consumption of the energy we supply to you will be metered. Remember that the maximum power and flow rates that you can consume under this supply contract are established by applicable regulations for your tariff and must be adapted in each case.

4. Related Services

What are they?

They are services provided by our partners that we think may be of interest to you when you arrange ÚNICA with ENDESA ENERGÍA. These services are provided by these other companies and not by us. If you have chosen to arrange any such services, ÚNICA lets you pay for them as part of your regular instalment.

Who provides these services?

They are arranged through ENDESA ENERGÍA, although the contract for these services will actually be with the companies that provide them. It is therefore very important that you understand that by agreeing to arrange ÚNICA you are granting your express consent to the terms and conditions of each service you choose to include. You will be able to contact these companies for any problem you may have with these Related Services, with no intermediaries.

So what are the advantages of including the payment of these Related Services in my ÚNICA instalment?

1. Simplifying your payments by having everything included in a single bill

³ The supply of electricity with a power of 10 kW or less and/or the supply of gas with an annual consumption of less than 50,000 kWh. If you have related gas service+ Access tariff 2.0TD for electricity and RL1, RL2, RL3. RLPS1, RLPS2 or RLPS 3 for gas.

2. You will qualify for services only available through ÚNICA
3. Receiving discounts for arranging these services through ÚNICA. Remember to check for any promotions that may exist.

5. Consumption: how can we help one another?

- a) Responsible consumption:** our proposition is based on an energy price and an assessment of how you consume, calculated according to your past consumption habits. We do not want this price to change from month to month, though we also need you to commit to keeping your consumption within a certain range. When we say “*responsible consumption*”, what we mean is that you will have a leeway or margin of 30% beyond our estimation of your consumption without having to pay more.

How is this 30% calculated? To give an example, if we base your personalised instalment on an annual consumption of 2,000 kWh of electricity (based on your consumption over the 12 months prior to arranging ÚNICA), the consumption in the 12 months prior to the date of each monthly bill could be up to 30% higher, i.e. 2,600 kWh. As you can see, this is a generous margin, though we would remind you once again that this calculation is based on what you have already been consuming over equivalent periods of time.

And if you arrange a Related Service that causes your home consumption to go up, this Service may cover a part of this excess. If so, Endesa will not take this energy into account when calculating the 30%.

If, for any reason other than those mentioned in the previous paragraph, your energy consumption exceeds the 30% margin, there are several alternatives (see section 9). One of these would be for us to contact you to recalculate your instalment according to your new needs, which would then take effect in the following months. In any event, we will save you from the shock of opening a bill that charges you more than you were expecting. From that point forward, your instalment may be recalculated and you can then accept or decline without any kind of penalty, since ÚNICA has no minimum contract period.

- b) Rewards plan:** our approach to responsibility is to help you consume efficiently and play an active role in caring for the planet. We reward you in two ways:

- With our Efficient Consumption Challenges Programme: we will offer you regular challenges tailored to you and help you along the way with savings tips so that you overcome them. Meeting a challenge means you have saved energy and will earn you a reward.
- With promotions that are part of our Rewards Plan.

6. In case you were wondering how we calculate the ÚNICA instalment...

ÚNICA allows you to pay for your electricity and/or gas supply as a single, stable amount, along with any related services you choose to arrange.

How do we calculate your instalment?

We calculate your instalments on the basis of your electricity consumption and contracted power, and your annual gas consumption, plus any additional services you may have chosen to include, all of which will be used to check your compliance with our responsible consumption requirement.

We calculate a base energy price based on your electricity consumption and contracted power and your annual gas consumption. As the supply of electricity and gas includes a number of regulated items (e.g. taxes, charges, tariffs, metering equipment rental, IRC gas levy, etc.), these are all included in our fee calculation, although they may increase or decrease depending on external factors and the possible appearance of new regulated items under Endesa's control or due to regulatory changes (e.g. temporary reduction in VAT). It is also important for us to take account of any consumption commitments acquired and the Rewards Plan.

Endesa also includes in your instalment any Related Services you specifically arrange or those included by default in the package you arrange. The prices are clearly shown on each ÚNICA bill and are subject to change. Endesa shall notify you of any such changes at least 30 days before the change is to take effect. You will then be entitled to remove this service from your ÚNICA package or terminate the contract without penalty by letting us know during this period.

Lastly, and without prejudice to any specific promotions that may exist, both the supplies and the Related Services may be updated, every 1 January, to reflect the value of the real CPI (most recent national year-on-year Consumer Price Index for the general economy officially published at the time of the update).

Do we review the instalment or are there any additional items that we include?

As we have been explaining, your ÚNICA payment will stay the same.

However, as we also explained earlier we may have to review your instalments if your consumption exceeds the limits that we committed to, especially in response to regulatory changes. To give an example of a review caused by regulatory changes, taxes or other items included in the cost of the supply, such as charges, tariffs or the rental of metering equipment, are regulated costs and any upward or downward change is non-negotiable and must be passed on to the consumer. Also, if you change the technical terms and conditions of your supply contract, the instalment you pay may need to be recalculated. What does this mean? If, for example, you raise or lower the power you have arranged, your instalment may be increased or decreased accordingly.

We may also review the terms and conditions of your contract once the first year has passed, unless we have acquired specific commitments otherwise. We will inform you 30 days in advance and, as always, you will have the option to opt out without having to pay a penalty. Just be sure to let us know within that period.

We would also draw your attention to the Related Services, as firstly their prices can change (don't worry, we'll let you know in good time so that you can decide whether or not you want to continue) and secondly you may be charged extra, depending on how you use those services (for example, a repair job that falls outside the agreed coverage).

7. How do we bill ÚNICA?

We issue a monthly electronic bill, which offers many benefits, despite being a requirement for this product. You will receive an email showing the date and providing a link to your electronic bill (e-bill) as soon as it becomes available.

Thanks to electronic billing:

- You become more agile: what you now receive on paper will arrive a week earlier by email. The bank won't have charged you yet, so you'll see everything on the bill in advance.
- Gain access to more information. The email also contains a brief summary of your bill, so you can see how much you're paying without having to click and leave the page.
- In your Customer Area or via the App, you can find information that was never available up until now. Gain more control and find out your consumption on the spot. You can also set up alerts that will warn you when you exceed a certain kWh limit.
- Save more. By going paperless and creating an account on the Endesa website, you will gain access to various personalised savings tools. And you will also be doing your bit for the planet because a digital bill is more environmentally friendly. Cutting out physical delivery increases energy efficiency and reduces CO2 emissions.

Note that e-billing is a requirement if you want to arrange ÚNICA.

Our bills will always set out the amount of all electricity and/or gas supplied and/or of all Related Service/s, plus the prices of each, along with all other billing items (including taxes). They also include all the information required by current law and regulations.

When you arrange ÚNICA, you authorise us to include in your bill and charge you the corresponding amounts for any other products and/or services you may have arranged, whether Endesa's own services or those provided by third parties (specifically including Endesa X Servicios). You also authorise us to direct debit the payment to the account you have designated. In any case, payment will be made within a period not exceeding seven calendar days from the issue date of the bill.

It may sometimes be necessary to charge certain additional costs for some Related Services if their price does already not include such costs, such as spare parts for a repair job, or if additional work is required. See the Terms and Conditions of the ÚNICA Services for more information. In these cases, the service provider will issue a separate invoice or bill and you will therefore be charged separately to your ÚNICA payment.

8. Will your quality of supply be affected?

This is something we get asked a lot and the answer is NO. Quality and availability of supply will not be affected if you choose to arrange ÚNICA.

9. What else might be important to you?

We want you to enjoy ÚNICA whenever you want and so we offer you a variety of ENDESA and third-party products and/or services. Of course we don't want you to leave, but you can do so at any time without incurring a penalty. You are free to choose.

If you choose to trust us and ÚNICA, think about what we have been saying because our relationship of trust is based on all of us fulfilling our commitments.

In your case, if you:

- (a) fail to meet our responsible consumption requirement;
- (b) change ownership of the Universal Supply Point Code (CUPS), the power level or the gas access tariff;
- (c) opt out of paperless billing (e-billing);
- (d) not having direct debit payment or changing this method of payment to any other;
- (e) fail to fulfil your obligations, including non-payment of the instalments⁴;
- (f) install power generation and/or storage systems;
- (g) repeatedly opt in and out of the regime, thus preventing, limiting or hindering responsible consumption on your part or its proper control by ENDESA ENERGÍA;

you would not be fulfilling the relevant requirements to continue enjoying ÚNICA.

In any of these situations, we may decide between the following options:

- Contacting you to recalculate your personalised instalment mainly if any of the situations (a) and (f) occur. We will tell you the new recalculated instalment and new terms and conditions at least one (1) month in advance
- Suspending your subscription from the date on which you start to breach the relevant terms and conditions, whereupon all Related Services will be automatically cancelled and the General Tariff (currently, Tempo 24h Electricity and Gas Endesa Gas) will take effect from that date forwards under the terms and conditions found at <https://www.endesa.com/content/dam/endesa-com/endesaclientes/luz-y-gas/documentos/es/anexos-es.pdf>
- Terminate the ÚNICA Contract, expressly including all Related Services.

If you switch to another product (power) and where we do not have the relevant reading from the distribution company for the effective change date, the reading will be estimated based on the next reading from the distribution company. If, however, we have the hourly consumption of the supply, we will use this information to distribute the consumption on a straight line basis, according to the days elapsed.

It is also important for us to ensure that certain information is correct for the purpose of providing ÚNICA services. **We will be entitled to unilaterally terminate the Contract** upon becoming aware of any inaccuracy, reservation, omission or variation in relation to the circumstances of the Installation or you as the Customer on which we relied when agreeing to enter into the Contract. We may also terminate the Contract if we notice that your Installation does not comply with applicable legal and technical regulations or if a problem is detected that affects the safety of persons and/or things and you do not accept or do not proceed to modify/repair the problem within a period not exceeding two months from the review/diagnosis visit.

Lastly, we would ask for your full cooperation so that the relevant third parties can offer you their services with the committed levels of quality, because if the service cannot be guaranteed for reasons beyond the control of Endesa or the third party (e.g. aggressive behaviour towards Endesa's technical personnel or unacceptable health/hygiene conditions in the home), or if it proves impossible to contact you to arrange the visit within one (1) year of the date the contract or any of its renewals comes into force, Endesa may be exempted from the obligation to carry out the corresponding inspection or home assistance.

10. Self-consumption customers

In the event that you subscribe or are subscribing to the self-consumption electricity modality with surplus compensation during the term of this subscription, please note that in Única the compensation price is 0€/kWh surplus. You will be able to check the information on the type of self-consumption you have contracted on your bill. If you would like to get surplus compensation, check out our catalogue of offers at www.endesa.com because we have rates available that meet those needs.

11. Suspension of supply

Any suspension of supply will be carried out in strict accordance with the Energía ÚNICA Terms and Conditions (General Condition 8).

⁴ This can lead to serious consequences because if a bill is not paid or returned, we may suspend the application of ÚNICA from the start date of the instalment that became past due. In this case, the Related Services arranged by the customer will be automatically cancelled and we will apply the General Tariff (currently, Tempo 24h for Electricity and Endesa Gas for gas) from the date indicated, as explained at <https://www.endesa.com/content/dam/endesa-com/endesaclientes/luz-y-gas/documentos/es/anexos-es.pdf>, without prejudice to any further action we may be entitled to pursue due to this non-payment in accordance with the Energy and/or ÚNICA Services terms and conditions.

12. How long will ÚNICA last for?

ÚNICA has a term of one year, with automatic annual renewal unless you tell us otherwise. In any case, don't worry because you are free to walk away from ÚNICA at any time without incurring a penalty.

In case we haven't made it clear enough: you are under no commitment of permanence, so if you are not entirely convinced you can change your tariff or leave whenever you want.

13. What documents are important for you?

While this document (ABOUT ÚNICA) sets out the main terms and conditions of the product that we make available to you, it is not the only one. There will be other documents containing more specific information about the product and/or service you have chosen to arrange. There are also the Energía ÚNICA Terms and Conditions and the ÚNICA Services Terms and Conditions. In the former we talk about the supply of electricity and gas, while in the latter we address all those services you choose to arrange under your ÚNICA subscription.

In the event of any contradiction or discrepancy between them, this document shall take precedence. If something is not covered in this document (e.g. something specifically referring to supplies or an associated service), you will find the relevant information in the Energía Terms and Conditions or in the ÚNICA Services Terms and Conditions.

14. And what if I want to walk away?

You are free to do so within 14 days. If your chosen ÚNICA package necessarily includes one or more Related Services, your withdrawal will apply to all of them (energy and services). You may withdraw within this 14-day period running from the signing of the contract by using any of the channels we make available to you below (Section 15 – Any doubts?), or by filling in the attached form at the end of this document.

15. Other information

To keep ÚNICA up and running, we may assign all or part of the contracts (specifically including assignments to companies belonging to the same business group within the meaning of Article 42 of the Code of Commerce), without the prior written consent of the other party, although we will inform you of any such decision at least 15 days in advance.

16. Any doubts?

You can find us at www.endesa.com or via the Endesa app for any doubts or questions you may have, or to discuss any promotions we may be offering from time to time. This information can also be obtained via the sales channels that our Company places at your disposal, in the form of our free telephone numbers or our website.

WITHDRAWAL FORM

INFORMATION ON THE RIGHT TO WITHDRAW

As a consumer (Art. 3 Royal Legislative Decree 1/2007) you have the right to withdraw from the contract within 14 calendar days of signing, without having to give a reason. You must tell us, within these 14 days, of your decision to withdraw from the contract through any of the customer support channels that we make available to you and/or by writing to us at the address below. To make it easier for you to exercise your right of withdrawal, you may fill out the form below. Note that you do not have to use this form if you wish to withdraw.

ENDESA ENERGIA:

You may send this form by email to atencionalcliente@endesaonline.com or post it to Endesa Energía S.A.U, Apartado 818, 08080 Barcelona.

ENDESA X SERVICIOS:

You may send this form by email to revocacionessii@enel.com.

Withdrawal form:

I hereby inform you that I have chosen to withdraw from my contract signed on at the address indicated below.

Signed in, on 20....
Signature of consumer and user,

PERSONAL DETAILS OF THE CUSTOMER

Full name:

Tax number:

Address:

Town/city: Post code : Province: