



ENERGY CONTRACT - GENERAL CONDITIONS

1. Purpose

- 1.1. The purpose of the Contract is the supply of electricity and/or natural gas by EDP Comercial - Comercialização de Energia, S.A. (hereinafter abbreviated as "**EDP Comercial**") to the Client's consumption premises identified in the Specific Conditions and comprises these General Conditions and the Specific Conditions (hereinafter abbreviated as "**Contract**").
- 1.2. In the event of a contradiction between the General Conditions and the Specific Conditions of the Contract that cannot be solved in the light of the general rules of interpretation, considering the different nature of both, the provisions of the Specific Conditions shall prevail.
- 1.3. The Contract also includes, when this is the Client's choice expressed in the Specific Conditions, the provision of the supplementary services described in the same.
- 1.4. The provision of the supplementary services referred to in the preceding paragraph are regulated by the Specific Conditions of that service, which shall constitute an attachment or be added to the Specific Conditions when the service in question is contracted by the Client.
- 1.5. In addition to the service referred to in point 1.1, EDP Comercial makes available to the Client, through an online portal and/or mobile device application, available for the iOS and Android operating systems (hereinafter "platforms"), several features related to the power supply:
 - a) Access to historical information about bills issued under the Contract, as well as payments made by the Client;
 - b) the ability to reporting meter readings;
 - c) where technically possible, access to detailed information on the Client's power consumption, including the respective load diagrams;
 - d) the ability to start the process of contracting other services/products made available by EDP Comercial.
- 1.6. EDP Comercial may, at any time, add new features to those referred to in the previous point or remove features made available on these Platforms, under the terms and conditions of the respective Platforms.

2. Duration

- 2.1. The Contract shall have a duration of 1 (one) year from the date of commencement of supply, and shall be automatically renewed indefinitely for equal periods, without prejudice to the right to terminate provided for in Clause 12.1 of these General Conditions. In the case of the supply of natural gas, the duration of the contract is 3 (three) months from the starting date of supply, also renewing automatically and successively for equal periods, without prejudice to the right of termination provided for in Clause 12.1 of these General Conditions.
- 2.2. The Contract shall be deemed to have been entered:
 - a) On the date of signature by both Parties, when signed in person;
 - b) On the date on which the Client receives the Contract signed by EDP Comercial and expressly accepts it, when
 - i. It is entered into upon request by the Client on EDP Comercial's website;
 - ii. It is entered into following telephone contact by EDP Comercial (or its service provider) or as an off-premises contract, provided that the Client has requested in writing to enter into a supply contract or has otherwise given its written consent.
- 2.3. Entering into the contract is conditional on:



- a) The provision by the client, on physical or electronic media, of documentation proving its legitimacy for entering into the contract at that location; and
- b) The Client not owing any amounts to EDP Comercial.

- 2.4.** The Contract comes into force on the start date of supply, which will be notified to the Client by EDP Comercial.
- 2.5.** The supply shall only commence when all legal or regulatory requirements, namely (i) the completion of the change of supplier process, (ii) compliance with the applicable conservation, security and other technical rules and (iii) the inspection of the installation for the use of natural gas by a duly licensed inspection entity. The Client shall arrange this inspection and bear the respective costs where applicable.
- 2.6.** In the event of a distance contract entered into with EDP Comercial, the supply may begin before the expiration of a period of 14 (fourteen) days, or, in the case of contracts celebrated outside the business premises mentioned in subparagraphs ii) and v) of paragraph i) of article 3.º decree-law n.º 24/2014, of February 14, in its current version, in the period of 30 (thirty) days, counted from the day of the celebration of the contract if the client expressly requests it in writing, the request may also be made in electronic form.
- 2.7.** If the Client exercises the right of termination after submitting the request referred to in the preceding paragraph, it must pay EDP Comercial an amount proportional to that provided to it up to the time of communication of the termination, in relation to all the provisions set out in the Contract.

3. Price

- 3.1.** The Client shall pay the Price defined in the Specific Conditions of this Contract, plus the taxes, fees and contributions applicable at any time.
- 3.2.** The Price includes the following components:
- a) Tariff for access to electricity and/or natural gas networks applicable to consumers supplied by free market suppliers;
 - b) Cost of purchasing electricity and/or natural gas supplied by EDP Comercial to the Client.
- 3.3.** The Price may be updated during the contractual period, without this being considered a change in Contract by EDP Comercial, in particular in the following situations:
- a) Where there are changes in the value of the network access tariffs published by ERSE which must be passed on to the Client;
 - b) In the case of changes in the fees, taxes or charges applicable, provided that they are legally required of EDP Comercial.
- 3.4.** The Client shall be notified of any update as provided for in the previous paragraph. The clarification of the change occurring and its repercussion on the final price may be made on the first invoice that applies it.
- 3.5.** Other than in the cases provided for in Clause 3.3, EDP Comercial may freely change the Price, but such change depends on notification to the Client at a time prior to the invoicing period that includes it. In the event the change consists of an increase in the Price, the Client may freely terminate the Contract in accordance with the terms and time limits set out in Clause 11.2.

4. Billing and billing adjustments

- 4.1.** Unless otherwise agreed in the Specific Conditions, bills are issued every month and sent electronically to the e-mail address indicated in the Specific Conditions, unless the Client chooses paper billing, which



must be stated in the Specific Conditions.

- 4.2.** The Client may ask EDP Comercial at any time to change the billing method. EDP Comercial may also cancel electronic billing when it is impossible to confirm delivery of any invoice to the Client's e-mail address.
- 4.3.** Billing is based on information on the Client's actual or estimated consumption of electricity and/or natural gas in the previous month made available by the network operators or directly by the Client. EDP Comercial may make consumption estimates for billing purposes to its customers, provided that these refer to a period not covered by the consumption data or estimates made available by the network operators and that it uses the estimation methodologies chosen by the customer in its supply contract. The reading of metering equipment in consumer installations associated with production units for self-consumption, and the respective billing, takes into account the provisions of the applicable regulations.
- 4.4.** The network operator shall be responsible for reading the metering equipment, without prejudice to the fact that the Client and EDP Comercial may do so directly. In order to avoid billing by estimate, EDP Comercial must include on the monthly invoice the information necessary for the Client to be able to transmit to the network operator or directly to EDP Comercial the meter readings it has directly collected.
- 4.5.** Billing adjustments are made after reading by estimate or after measurement, reading or billing errors, malfunction of the metering equipment or fraudulent procedures are found. Billing adjustments are made whenever possible on the first invoice issued after the need for adjustment has been verified.
- 4.6.** Except in the case of fraudulent procedure, where the value of the adjustment is in favour of EDP Comercial, whenever a billing adjustment based on consumption estimates results in a value equal to or greater than the average monthly consumption of the consumption facility in the six months preceding the month in which that adjustment is made, EDP Comercial shall submit to the client, on the adjustment invoice, a monthly adjustment plan for the outstanding amount, comprising a maximum of 12 instalments, according to which the amount to be settled in each individual invoice shall not exceed the average consumption percentage.

5. Payment

- 5.1.** Invoices issued by EDP Comercial shall be paid by the Client within 10 (ten) business days of the date of their submission to the Client, or 20 (twenty) business days in the case of economically vulnerable customers, through the payments methods made available by EDP Comercial, namely through direct debit, direct payment in EDP stores, to commercial agents, and the payment methods specifically agreed in the Specific Conditions.
- 5.2.** When the Client chooses to pay by direct debit, it must sign and deliver to EDP Comercial a direct debit authorisation payable to EDP Comercial, in accordance with the form provided by EDP Comercial, or activate the direct debit via the Multibanco ATM system or internet homebanking system.
- 5.3.** The Client may ask EDP Comercial to change the payment method defined in the Specific Conditions at any time.
- 5.4.** Late payment of invoices entitles EDP Comercial to charge default interest on the outstanding amount calculated at the legal rate in force from the first day following the due date (inclusive) until the date of full payment.
- 5.5.** EDP Comercial may also ask the network operator to suspend the supply on the grounds of the Customer's failure to pay any amount due or the failure to provide or update the security deposit, when



payable. This is only permitted provided that it notifies the Client in writing at least 20 (twenty) days before the date of the suspension of supply, or 30 (thirty) days in the case of economically vulnerable customers, informing the Client of the grounds for the suspension of supply and the means available to the Client to prevent the suspension of supply.

- 5.6. For customers supplied electricity at standard low voltage, the notice referred to in the preceding point shall include at least 5 (five) days' notice of reducing the contracted power to the contracted power bracket of 1.15 kVA and 20 (twenty) days to carry out the suspension if such a reduction in power cannot be achieved, or 30 (thirty) days in the case of economically vulnerable clients. In situations where this power reduction is carried out, the suspension of supply period starts on the date on which this contracted power reduction is performed.
- 5.7. In the event of the suspension of supply, EDP Comercial is not obliged to restore the supply if the Client does not pay all the outstanding amounts, including default interest, as set out in Clause 5.9. and the expenses resulting from the suspension and restoration of supply.
- 5.8. EDP Comercial may demand from the Client a security deposit, intended to ensure compliance with its payment obligations, where supply is restored after the suspension of supply for breach of contract by the Client, unless the Client selects bank transfer as the means of paying its obligations. The value of the security deposit must match the average invoicing value (considering the last 12 months) in the normal billing period plus the invoice payment term.
- 5.9. Payment after the due date stated on the respective invoice shall entitle EDP Comercial to charge the sum of EUR 1.50 (one euro and fifty cents) to cover the administrative costs caused by the late payment, without prejudice to the provisions of Clauses 5.4 and 5.5.

6. Clients' Rights

- 6.1. The clients' rights, in addition to those referred to in the previous clauses, are:
 - a) To obtain a continuous supply of electricity and/or natural gas, subject to the suspensions provided for in the applicable regulations and complying with the service quality standards provided for in those regulations;
 - b) To have the supply restored, by the Distribution Network Operator, if supply has been suspended due to fault of the Client, within twelve hours or eight hours, depending on whether it is a domestic or non-domestic customer, or four hours in urgent cases when the corresponding fee has been paid, provided that the amounts owed by the Client have been paid;
 - c) To request that EDP Comercial schedule visits by the network operator to the consumption installation, paying the respective charges, and EDP Comercial shall coordinate the date of the visit with the network operator;
 - d) To submit written complaints within 30 (thirty) days of becoming aware of the reason for such, clearly identifying the sender, place of consumption and the questions posed, to which EDP Comercial must reply within 15 (fifteen) business days, except in the event of impossibility, in which case it must inform the Client of such within that same time period and indicate the expected time for reply;
 - e) To request information from EDP regarding any technical or commercial aspects related to the supply through the means identified in Clause 14.3. and also, to the contact made available by EDP Comercial for customer service purposes, indicated in the Specific Conditions and on the invoice;
 - f) To view updated price information for the supply of electricity, natural gas and/or the provision of the services subject to contract on EDP Comercial's website (www.edp.pt) and also consult information



on the applicable network access tariffs on ERSE's website (www.erse.pt);

g) To ask EDP Comercial, at any time, to amend the billing, payment or other conditions contracted and defined in the Specific Conditions, without prejudice to the possibility of such meaning an alteration in the associated commercial conditions.

6.2. In the event of EDP Comercial's failing to comply with the individual commercial quality of service indicators and standards defined in the Quality of Service Regulation for the Electricity and Natural Gas Sector, the Client is entitled to compensation, at the value published on EDP Comercial's website (www.edp.pt).

6.3. When compensation is paid to the Client, EDP Comercial shall inform the Client and make payment thereof no later than on the first invoice issued 45 days after the event justifying the compensation.

6.4. Without prejudice to the provisions of the preceding paragraph, EDP Comercial is not contractually liable for loss of profits or indirect damages, including those resulting from supply failures or the quality of services provided. Its liability is limited, in any case, to damages arising directly from the breach of contractual obligations, intentionally or by gross negligence, by itself or by its representatives, agents, assistants or any other persons it uses to comply with its obligations.

6.5. The Client shall also be entitled to ask EDP Comercial to change the contracted power and the price and tariff options in accordance with the applicable regulations, without prejudice to the payment of the costs necessary for this purpose and any change in the Price. The change shall only take effect on the date of activation communicated by the network operator.

7. Clients' Obligations

7.1. The Client's obligations, in addition to those referred to in the previous clauses, are:

a) Not to use the electricity and/or natural gas supplied for purposes other than those contracted, nor to supply, dispose of or make any such power available to third parties or other consumption facilities, other than those indicated in the Specific Conditions;

b) To refrain from any action likely to distort the normal operation or reading of the meters;

c) To carry out the regular inspections required by law on natural gas installations whenever the installation is subject to any changes or repairs, including installations located in the common areas of commonhold properties or real estate registered under the commonhold legal system;

d) To immediately cut off the natural gas supply of the consumption installation in the event of a leak or failure in the installation, and immediately report the occurrence to the Distribution Network Operator or to EDP Comercial for the purpose of the suspension of supply, which shall only be restored after the situation has been resolved and the installation certified by a duly qualified entity.

e) To provide access to the metering equipment at the consumption installation.

7.2. The breach of the obligations referred to in the preceding paragraph is grounds for the suspension of supply in accordance with the Commercial Relations Regulation for the Electricity and Natural Gas Sector.

8. Customers with special needs and priority clients

8.1. The Client may ask EDP Comercial to register it with the respective distribution network operator as a client with special needs or priority client, after submission of documents proving that status.

8.2. Customers with special needs are those (i) who have limited vision (total blindness or hypovision), hearing (deafness or hypoacusis) or oral communication (ii) those who have limited smell that make it impossible to detect the presence of natural gas or customers who live with people with these

limitations, within the scope of the natural gas sector.

- 8.3.** In cases of temporary incapacity, the registration shall be valid for a maximum of one year and shall be renewed at the end of that period if the situation that justified its acceptance remains in place, otherwise the registration shall be cancelled.
- 8.4.** Priority customers shall be those for whom their survival or mobility depends on equipment operated by the electricity network, and customers who live with persons in these conditions within the electrical sector, and those customers who provide essential safety or health services to the community and for whom the suspension of the supply of electricity or gas causes serious changes to their activity, in particular (i) hospitals, health centres or entities providing similar services; (ii) security forces and services; (iii) national security facilities; (iv) firefighters; (v) civil protection; (vi) equipment devoted to the safety and management of maritime or air traffic; (vii) prison facilities; (viii) basic educational establishments, in the gas sector; (ix) facilities for the supply of gas to public transport, in the gas sector; (x) other clients that meet the requirements defined in the paragraphs above. All facilities which, even if belonging to priority customers, do not serve the purposes which justify the definition as priority customers, shall be excluded from the priority customer classification.
- 8.5.** The Client is liable for registering or the approval of the conditions set out in the previous paragraphs.
- 8.6.** Without prejudice to the rights of priority customers in the applicable regulations, they shall take precautionary measures appropriate to their situation, in particular regarding back-up or emergency power supply systems, or alternative energy supply systems.

9. Economically vulnerable clients

- 9.1.** The social tariff applies to economically vulnerable clients, defined as such by Decree-Law 138-A/2010 of 31 December and Decree-Law 101/2011 of 30 September. This tariff is calculated by ERSE in accordance with the terms laid down in that legislation and in accordance with the rules contained in other applicable legislation and regulations.
- 9.2.** EDP Comercial will disclose to its Clients the information available on the existence and conditions of access to the social tariffs in accordance with the applicable laws and regulations.

10. Temporary Installations

- 10.1.** In the case of a Contract of electricity supply to a temporary installation, the start of the supply shall be subject to the presentation of documentation, whether physical or electronic, that attests to the provisional nature provided for in the specific applicable legislation, namely the worksite permit, and the verification of compliance with all technical rules and requirements.
- 10.2.** Temporary connections are those intended to supply temporary installations, in particular works and construction sites, and are dismantled, moved or replaced by permanent connections after the termination of the period and purpose for which they were intended.
- 10.3.** The obligation to connect temporary installations is limited to the existence of network capacity at the time of the application.
- 10.4.** Any charges for temporary connections that are not envisaged for permanent connections are borne in full by the applicants, irrespective of their length.
- 10.5.** Charges arising exclusively from the amendments necessary for the conversion of temporary to permanent connections shall be the responsibility of the applicants, as shall the charge relating to the network cost sharing.
- 10.6.** The supply of power may be suspended by the Distribution Network Operator after the termination of the permit relating to the temporary installation, in particular the worksite permit, without prejudice to



the provisions of the clause concerning the duration of this Contract. It must, for the purposes of that suspension, notify the Client in writing at least 30 (thirty) days before the date of suspension, informing the Client of the grounds for the suspension and the means at its disposal to prevent it.

10.7. Renewal of the supply Contract is subject to the terms of the respective permit. As a result, the supply may be suspended by the Distribution Network Operator after expiry of the permit for the temporary installation, unless the Client requests an extension of the Contract, by presenting the respective documentation at least 5 (five) business days before the expiry date.

11. Change of Contract

11.1. EDP Comercial reserves the right to change the content of any clause of the Contract, namely the Price, provided that it notifies the Client of its intention to make such a change at least 30 (thirty) days before its entry into force, informing the Client of the possibility of terminating the Contract within the period provided for in the following paragraph.

11.2. The Client may terminate the Contract within 30 (thirty) days of receipt of the notification referred to in the preceding paragraph.

11.3. Any amendments to applicable legislation or regulations, in particular the Commercial Relations Regulation or the Quality of Service Regulation for the Electricity and Natural Gas Sector, shall automatically apply to the Contract without any dependence on the provisions of the preceding paragraphs.

12. Contract Termination

12.1. The Contract may be terminated by:

- a) Cancellation, by mutual agreement between the parties;
- b) Termination by the Client, at any time, by written notice to EDP Comercial at least 5 (five) business days before the effective date, without prejudice to the provisions of the Specific Conditions;
- c) Entering into a supply contract with another supplier;
- d) Objection to renewal by EDP Comercial, if at least three defaults of timely payment have occurred in the immediately preceding 12 (twelve) month period, by means of a written notice to the other party at least 45 (forty-five) days prior to the date of termination of the Contract, without prejudice to the provisions of the Specific Conditions;
- e) Termination by EDP Comercial, in the event of definitive breach by the Client, including in the following cases:
 - i. Following two or more suspensions in the supply of electricity and/or natural gas for reasons attributable to the Client, in the immediately preceding 12 (twelve) month period or a suspension that lasts for a period of more than 30 (thirty) days, and the termination shall be notified in writing to the Client at least 20 (twenty) business days before the effective date;
 - ii. The use of electricity and/or natural gas supplied for purposes other than those contracted, or the supply, disposal or making available of any such power to third parties or other consumption facilities, other than those indicated in the Specific Conditions;
 - iii. Perform acts that may distort the normal operation or reading of the meters;
- f) Termination by the Client, in the event of definitive breach by EDP Comercial in the following cases:
 - i. Non-acceptance of supervening contractual changes made by EDP Comercial within the time limit set out in Clause 11.2.;
 - ii. Exercise by the client of the right to free termination of the contract, within 14 (fourteen) days, or, in the case of celebrated contracts in the clients home or in the context of organized tours outside the



business premises, in the period of 30 (thirty) days, counted from the day of the celebration of the contract, if the contract was celebrated at a distance or outside the business premises of EDP Comercial, as per the form in the annex of these Specific Conditions.

- g) Death of the Contract holder, except in cases of transfer by succession, when co-habitation with shared living expenses is demonstrated in accordance with point 12.2.;
- h) Extinction of the entity holding the Contract;
- i) Expiry of the respective permit in the case of temporary installations.

12.2. In the event of the death of the Client, the Client's contractual position shall be transferred to the successors of the deceased who co-habited with the deceased with shared living expenses, without prejudice to the fact that they must inform EDP Comercial of this situation within 60 (sixty) days for the purposes of changing the contract holder. The successors may terminate the Contract without prior notice during this period if they so wish.

12.3. The Client or EDP Comercial may cancel or terminate, if termination is admissible, the Contract for only one of the types of power supplied (electricity or natural gas), provided that they unequivocally indicate this in the notice of termination.

12.4. The cancellation or termination of the Contract by the Client shall not impact on the payment of any charges, except where the Specific Conditions provide otherwise in the event of termination, without prejudice to the Client's possible civil liability in the event of unlawful acts.

12.5. The Client is not, however, exempted from payment of the amounts due on the date of termination of the Contract, including interest on late payment and any legal expenses.

12.6. Where the Specific Conditions provide for a loyalty period, they shall expressly indicate the duration or term of the loyalty period and the benefit that justifies it, as well as the compensation payable in the event of early termination of the Contract. If a loyalty period is provided for, EDP Comercial shall refrain from changing the price of the supply during the loyalty period, otherwise the Contract may be terminated by the Client without any charge in accordance with Clause 11.2., unless this change is in the Client's interest and is made with the Client's agreement.

13. Personal Data Protection

13.1. Personal data processing. In the context of this power supply contract, EDP Comercial collects and uses personal data from the Client. These data are: identification and contact data, installation data, delivery point code ("CPE") and universal installation code ("CUI") communicated by the Client to EDP Comercial and energy consumption data, which include, if the Client has installed a smart meter, the energy consumption data, recorded every 15 minutes or in longer periods between 00:00 and 24:00 each day (information communicated by means of *load diagrams*) to be collected from the respective network operator by reading the metering equipment.

13.2. Controller and contacts. EDP Comercial, as identified in the specific conditions, is the data controller. For any personal data protection issue, the Client may contact EDP Comercial via the website edp.pt/contatos, selecting the contact reason "Security and Privacy", through the customer service line (213 53 53 53 - business days, from 8:00 to 22:00, calls charged to the national landline network) or by post to Apartado 12121, Loja CTT Picoas, 1061-819 Lisbon, or you may contact EDP Comercial's Data Protection Officer, by e-mail at dpo.pt@edp.com.

13.3. Purposes and legal grounds for the personal data processing. EDP Comercial processes personal data for the purposes described below, with specific legal grounds, referred to, respectively.

13.3.1. The above personal data are processed to:



- a) Supply the power, its measurement, billing, price collection, quality control of the supply and service provided, management of the contractual relationship and communications with the Client, based on the need to perform the Contract with the Client and also to comply with the legal obligations to which EDP Comercial is subject, for example those imposed by the laws governing national electricity and natural gas systems and tax laws;
- b) Collect overdue debts, on the grounds of EDP Comercial's legitimate interest in such collection;
- c) Conduct internal audits for the prevention, detection and control of fraud, on the grounds of EDP Comercial's legitimate interest in the control and prevention of misuse of the power supply;
- d) Perform statistical operations, with prior anonymisation of the data, on the grounds of EDP Comercial's legitimate interest in the production of statistical information for the management and development of its business activity.

13.3.2. EDP Comercial may use the name, e-mail address and telephone number indicated by the Client to conduct surveys by e-mail or telephone in order to find out about the client's satisfaction with the quality of the supply and the service received, on the grounds of EDP Comercial's legitimate interest in obtaining information that allows it to analyse and improve its performance. The Client is entitled to object to such surveys at any time, by the means indicated below or when contacted for that purpose.

13.3.3. EDP Comercial may use the name, e-mail address, telephone number and postal address of the Client to communicate to the same, by e-mail, mail or direct delivery at home, campaigns and actions for marketing EDP Comercial products or services similar to those contracted with the Client, on the grounds of EDP Comercial's legitimate interest in marketing its goods and services. The Client may object to such communications at the time of collecting such data or at the time of each message.

13.3.4. If the Client consents, as requested in the specific conditions, EDP Comercial may:

- a) Use the name, e-mail address, telephone number and postal address of the Client and data on its geographical location, installed equipment and the monthly energy consumption or energy consumption recorded every 15 minutes or in longer periods between 00:00 and 24:00 each day, if the Client has a smart meter installed, to communicate to it by e-mail, telephone call, mail or direct delivery at home, tariff plans or promotions that best suit the Client's consumption profile;
- b) Use the name, e-mail address, telephone number and postal address of the Client to communicate to the same, by e-mail, telephone call, mail or direct delivery at home, campaigns and actions to market products or services not related to those that are contracted with the Client;
- c) Use the data and make the communications referred to in the preceding paragraphs, as well as communications from marketing campaigns and commercial actions for EDP Comercial products and services similar to those contracted with the Client, by e-mail, telephone call, mail or direct delivery at home, for 12 months after the end of the power supply contract;
- d) Transfer the Client's identification and contact details to EDP Mediadora S.A. (legal person no. 510868509, with its registered office at the same address as EDP Comercial) and to other commercial companies in which EDP Comercial has a shareholding, as identified in the request for consent, to send to the Client communications for campaigns and actions to market their products or services by e-mail; telephone call, post or direct delivery at home.

The processing of personal data for the purposes indicated above in point 13.3.4., or some of them, depends on the specific consent of the Client, which is its basis, and the Client shall be entitled to withdraw its consent at any time, and also for one or more of the purposes mentioned, in the manner indicated above (13.2.). The withdrawal of consent does not render the previous processing the Client



has consented to as unlawful.

13.4. Recipients of personal data. For the purposes mentioned above, EDP Comercial sends personal data to the following entities:

- a) Electricity and natural gas distribution network operators, in order to comply with the contract with the Client and also with obligations imposed by the laws governing national electricity and natural gas systems, entities to which identification data, contact details, technical data relating to the installation, relating to recording the delivery point code (CPE) and/or relating to the registration of the universal installation code (CUI), readings and consumptions, supply quality control data and data relating to failures or requests to intervene with the equipment. The network operators shall process said personal data in the performance of their duties in the capacity of controllers;
- b) Regulatory Authority for Energy Services, Directorate-General for Energy and Geology, as provided for in the applicable laws and regulations, Tax and Customs Authority and other entities to which EDP Comercial is required to report data by law;
- c) Entities contracted by EDP Comercial to process personal data for one or more of the purposes referred to above, in the service of EDP Comercial, and which shall act on instructions from EDP Comercial;
- d) EDP Mediadora S.A. and other commercial companies in which EDP Comercial has shareholdings, as described in 13.3.4(d).

13.5. Personal data storage periods. EDP Comercial stores the Client's personal data for the duration of the Contract, except as provided below:

- a) Personal data on consumption profiles processed for the purpose mentioned above (13.3.4.(a)) shall be stored for a period of 24 (twenty-four) months after collection;
- b) Personal data may be retained for longer periods than those defined above, to the extent necessary to fulfil obligations imposed by law on EDP Comercial, for example by tax laws and the Commercial Code or for EDP Comercial to be able to exercise rights or prove compliance with obligations, during the limitation period and expiry of the respective rights;
- c) In the case of processing data for the purposes described in paragraph 13.3.4.(c), EDP Comercial, in accordance with the consent of the Client, may also store the data after termination of the Contract for a period of 12 (twelve) months after its termination.

13.6. Clients' Rights. The Client is entitled to request, in accordance with the law, access to personal data concerning it, rectification of personal data which are imprecise or incomplete, erasure of its personal data or the restriction of processing in the cases provided for by law, and the right to portability of personal data concerning it and which it has supplied to EDP Comercial, in a structured format, for current use and automatic reading, also in the cases provided for by law. The Client is also entitled to object to the processing of its personal data at any time, on the basis of the legitimate interests of EDP Comercial referred to in 13.3.2. and 13.3.3. and also, but for reasons related to the specific situation of the Client, those mentioned in 13.3.1.(b), (c), and (d), except for the exceptions that the law provides for in these latter cases. In order to exercise any of these rights, the Client shall submit its request through the contacts indicated in clause 13.2.

13.7. Complaints. If the Client considers that EDP Comercial has infringed its personal data protection rights, it may submit a complaint to the National Data Protection Commission.

13.8. Data Security. EDP Comercial uses several appropriate technical and organisational measures to protect users' personal data, including the use of secure servers, firewalls and data encryption in



communications.

14. Communications

- 14.1.** Notifications and communications from EDP Comercial to the Client are preferably made by e-mail, unless another preferred contact method is indicated in the Specific Conditions. Communications may also be sent by ordinary mail or, where this is appropriate for the transmission of the entire content of the notification or communication, by mobile telephone text message or telephone call.
- 14.2.** The Price updates referred to in Clause 3.3. may be notified to the Client through invoices, in a separate field duly highlighted for the purpose.
- 14.3.** The Client's notifications, communications or complaints to EDP Comercial are made by e-mail or by ordinary mail to the addresses identified in the Specific Conditions. They may also be made either on EDP Comercial's website (www.edp.pt), or in writing at EDP Comercial's stores or commercial agents.
- 14.4.** Documents and notifications to be sent in the event of litigation shall be served to the agreed domicile, which means the correspondence address identified in the Specific Conditions of this Contract. The Client undertakes to notify in writing any changes to that address through the contact channels made available by EDP Comercial for this purpose.

15. Client ombudsman

The Client may submit to the EDP Client Ombudsman, via the website at www.provedordocliente.edp.pt, any question, doubt or disagreement that may arise following a complaint filed in connection with the performance of the contract. The respective procedure shall be free of charge to the Client.

16. Dispute resolution

- 16.1.** The Client, as a consumer under the terms defined in Law 24/96 of 31 July, as last amended by Law 47/2014 of 28 July (a natural person who makes non-professional use of the contracted supply or service), may submit consumer disputes relating to the Contract to the entities responsible for defending and promoting the rights of consumers, in particular the Directorate-General for Consumer Protection, or to the alternative dispute resolution mechanisms that are or may be legally constituted, including those made available by ERSE.
- 16.2.** EDP Comercial is subject to compulsory arbitration under Law 23/96 of 26 July, as last amended by Law 10/2013 of 28 January, when, at the express choice of users who are natural persons, consumer disputes are submitted to the arbitral tribunal at the legally authorised consumer conflict arbitration centres. The consumer arbitration centres, which are alternative dispute resolution entities to which EDP is bound, are those identified on the sheet attached to the Contract, which forms an integral part thereof.
- 16.3.** The Client may obtain additional and up-to-date information about consumer conflict arbitration centres and about any other alternative dispute resolution entities (ADR entities) on the Directorate-General for Consumers website, accessible at www.consumidor.pt.
- 16.4.** Any of the parties, including clients who are natural or legal persons, may submit the resolution of conflicts of any nature arising from or in connection with the Contract to the competent courts, without prejudice to that set out in the preceding paragraphs.

17. Governing law

Portuguese law applies to the Contract, in particular regarding its interpretation, integration and enforcement, including, in particular, the legislation and regulations applicable to the electricity and/or natural gas sector.