

Standard Terms and Conditions of Universal Service Electricity Contracts of Enefit AS

Valid from 1 Oct 2022

1. GENERAL PROVISIONS

1.1 These Standard Terms and Conditions of Electricity Contracts (hereinafter referred to as "Standard Terms") regulate the sale of electricity by Enefit AS (hereinafter referred to as "Seller" or "Party") as a universal service to the consumers of the service (hereinafter referred to as "Buyer" or "Party").

1.2 According to § 12 (4) of the Electricity Market Act, a consumer of universal service is a household consumer and a person who buys electricity for delivery and sale to a household consumer to the extent of the necessary amount, and to whom universal service is provided on the basis of § 76⁵ of the Electricity Market Act.

1.3 The sale of electricity requires that a network contract be concluded between the network operator and the Buyer for the metering point at the Buyer's point of consumption.

1.4 The Seller shall sell electricity to the Buyer only if the network operator provides for the transmission of electricity to the Buyer's connection point and if the Buyer has a functioning network connection in accordance with legislation and the network agreement.

2. PRICE OF ELECTRICITY, CALCULATION OF QUANTITIES, AND BILLING

2.1 The Seller shall sell and the Buyer shall purchase electricity at the price agreed in the Contract. Legally mandated fees and taxes shall be added to the price.

2.2 The Buyer shall pay for all the electricity actually consumed, regardless of whether the amount of electricity consumed has been measured by network operator's metering equipment or designated by the network operator in accordance with legislation and/or the network agreement.

2.3 The Seller has the right to change the seller's margin and monthly fee stipulated in the Contract by notifying the Buyer at least 14 calendar days in advance in the manner provided in Clause 9.1. The price specified in the Contract can be changed based on a justified increase in the Seller's costs.

2.4 According to § 76⁶ of the Electricity Market Act, the production price specified in the Contract is the price established by an electricity producer for the provision of the universal service, approved by the Competition Authority. The electricity producer may change the production price if the costs associated with the production of electricity have changed compared to the previous production price approved by the Competition Authority. In this case, the electricity producer shall submit a request to the Competition Authority for the approval of the new production price.

2.5 The billing period is one calendar month. The Seller shall submit bills to the Buyer by the 12th day of the calendar month following the billing period. If the amount indicated on the bill is smaller than the minimum amount indicated on the Seller's website, the Seller shall have the right not to issue the bill. The amount below the minimum amount shall be added to the next bill to be issued.

2.6 The Seller shall issue the bills to the Buyer either on paper or in digital form, as the Buyer wishes.

2.7 If the Buyer has not received a bill from the Seller under the terms and by the due date stipulated in the Contract, taking into account the

reasonable time it takes to send it, the Buyer must immediately notify the Seller.

2.8 If the Seller has not received a notification from the Buyer by the 20th day of the current month that the Buyer has not received a bill for the previous billing period, the Parties agree that it is assumed that the Buyer has received the bill on time and has no claims regarding the information provided on the bill.

2.9 If the billing period is longer or shorter than a calendar month, the Buyer shall pay the monthly fee fixed in the Contract according to the number of days in the billing period, whereby the daily fee is found by dividing the monthly fee by 30. The monthly fee is added to each monthly bill regardless of whether the Seller exercises the right not to issue a bill as indicated in Clause 2.5.

3. PAYMENT

3.1 The Buyer shall pay the Seller for the electricity consumed and other charges set out in the Contract and in the Standard Terms by the due date indicated on the bill, stating the reference number on the bill. The payment term is usually 14 days from the issue of the bill, unless otherwise agreed.

3.2 The fee is considered to have been paid on the day the funds are transferred to the bank account of the Seller or the money is placed in the cash register of a partner of the Seller. The Seller's partners are listed on the Seller's website.

3.3 Of the amount received, expenses incurred (such as debt collection expenses), late fees and interest are considered to be covered first, and only then the principal obligation. The obligation that became due first is deemed to be fulfilled first.

3.4 If the Buyer wishes to dispute a bill issued by the Seller, or accepts only part of the bill, the Buyer shall notify the Seller of this in writing immediately after receiving the bill, stating the reasons for the disagreement. If the Buyer accepts only part of the bill, payment shall be made for the part that is accepted. The Seller shall review the Buyer's complaint and inform the Buyer about the results of the review within 10 days of receiving the notification. If the Buyer's complaint is not justified, the Buyer shall pay the bill together with the late fee.

3.5 The Buyer's obligation may be fulfilled by a third party, but this cannot be considered as consent to the transfer of the obligation from the Buyer to a third party.

3.6 The Buyer has the right to make advance payments. No interest is charged or paid on advance payments. Upon expiry of the Electricity Contract, if the Buyer has no obligations to the Seller, the Seller shall return to the Buyer any sums deposited by the Buyer as advance payments within 2 business days of the moment of the Buyer's request. In case the metering system readings need to be fixed at the Buyer's point of consumption, the advance payments shall be returned within 30 days of the moment of the Buyer's request. The mentioned term shall not apply if it is impossible to obtain the readings for reasons beyond the control of the Seller or the network operator. In cases not listed in this clause, the advance payment is kept to cover incurred and/or future liabilities.

4. GUARANTEE FEES AND ADVANCE PAYMENTS

4.1 The Seller has the right to demand an advance payment and/or a guarantee fee from the Buyer if:

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4.1.1 The Buyer has been late in paying the fees for more than 10 days and more than 3 times in the last 12 months;

4.1.2 The Seller has reasonable doubts about the Buyer's solvency.

4.2 The amount of the guarantee fee may not exceed the fee for 2 settlement periods, which is determined on the basis of the consumption of the last 12 months or, in the absence of the specified consumption data, on the basis of the consumption of a similar point of consumption for the last 12 months.

4.3 The amount of an advance payment may not exceed the fee for 2 settlement periods, which is determined on the basis of the consumption of the last 12 months or, in the absence of the specified consumption data, on the basis of the consumption of a similar point of consumption for the last 12 months.

4.4 No interest is calculated or paid on advance payments paid on the basis of Clause 4.1. Interest is calculated on the guarantee fee at the rate and procedure specified in the guarantee fee agreement. The Seller has the right to retain the guarantee fee until the end of the Contract. If the Buyer fulfills its obligations under the Contract correctly, the Seller shall return the guarantee fee within 12 months from receiving the fee.

4.5 If the Buyer has any unfulfilled financial obligations to the Seller at the end of the Contract, the Seller shall cover those to the extent and at the expense of the guarantee fee. Obligations not covered at the expense of the guarantee fee shall be additionally fulfilled by the Buyer. If the Buyer has no obligations to the Seller at the end of the Contract, the Seller shall return the guarantee fee with accrued interest to the Buyer within 30 days of the end of the Contract.

4.6 Detailed terms and conditions concerning advance payments and the guarantee fee shall be provided in the advance payment and/or guarantee fee agreement concluded between the Buyer and the Seller.

5. LIABILITY FOR VIOLATION OF OBLIGATIONS

5.1 The Parties shall be liable for improper performance or non-performance of the obligations set forth in the Contract, including for the actions of persons whom they use in the exercise of their rights and obligations or who they authorize to do so.

5.2 A party shall not be liable for a violation of its contractual or legal obligation if the Party violated the obligation due to force majeure. Force majeure is a circumstance beyond the control of the Party, and, proceeding from the principle of reasonability, it could not be expected from the Party that it would take such circumstance into consideration at the moment of entry into the Contract, or avoid it, or overcome the impediment or its consequence.

5.3 A Party shall compensate the other Party for direct patrimonial damage caused by a breach of the obligations provided for in the Contract. Loss of revenue and non-patrimonial damage shall not be subject to compensation.

5.4 The Seller shall not be responsible for the quality of electricity and power outages in the electrical installations of both the Buyer and the network operator, as a result of which the electricity supply to the Buyer is disrupted or interrupted.

5.5 If the Buyer fails to pay a bill by the due date, a legal person shall pay a penalty of 0.20% per day of the unpaid amount until all fees are received in full, and a natural person shall pay a penalty of 0.066% per

day. The calculation of default interest starts on the day following the due date and ends on the day of receiving the fees.

5.6 The Buyer shall bear all responsibility for the damage caused to the Buyer and/or third parties due to non-performance of the obligations provided in Clause 9.3 and 9.4.

5.7 If the Buyer has failed to perform an obligation, the Seller shall have the right to assign the claim and/or transfer it to a third party for collection. The Buyer is obliged to reimburse the Seller and/or a third party for the costs incurred in collecting the claim.

5.8 If a bill is not paid by the due date, the issuer of the bill shall have the right to send the Buyer a reminder at the price specified in the price list.

6. VALIDITY OF THE CONTRACT

6.1 The Contract shall enter into force upon the exchange of declarations of intent in accordance with the contract form chosen by the Buyer and Seller, at the time specified in the Contract or in the Electricity Market Act.

6.2 The Seller shall start selling electricity at 00:00 o'clock on the start day of the delivery period agreed in the Contract. The term of the Contract is stipulated in the Contract.

6.3 A Buyer who is a natural person shall have the right to withdraw from a contract concluded using a means of communication within 14 days from the conclusion of the contract by notifying the Seller in the manner provided in Clause 9.1.

6.4 If the contract of a natural person enters into force before the end of the withdrawal period specified in clause 6.3, the Buyer shall be obliged to pay the Seller for the electricity consumed at the point of consumption specified in the contract at the electricity price fixed in the contract.

7. AMENDMENTS TO THE CONTRACT

7.1 The Contract can be amended upon the agreement of the Parties in writing, or in a form that can be reproduced in writing, or on other grounds established by the Contract or law, except for in the case specified in Clause 7.2.

7.2 The Seller shall have the right to unilaterally change the price package of the Contract if the Buyer is in debt to the Seller or if bankruptcy proceedings have been initiated against the Buyer. The Seller shall notify the Buyer at least 14 days in advance about changing the price package.

7.3 The Seller shall have the right to unilaterally change the Standard Terms or to establish new ones if this is required by changes in current legislation or practices, by the substantive development of the relevant field or goods, by the creation of additional or better opportunities for buyers to use goods or services, or by the need to specify the circumstances related to the sale of goods or the provision or use of services or business risks.

7.4 The Seller shall publish a corresponding notice on its website regarding changes to the Standard Terms or establishment of new ones, and shall inform the Buyer in the manner stipulated in Clause 9.1 at least one (1) month before the changes or new ones enter into force. The new full text of the Standard Terms or new ones shall be published on the Seller's website.

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7.5 If the Buyer does not agree to the changes to the Standard Terms or new ones, it has the right to cancel the Contract by notifying the Seller in the manner provided in Clause 9.1 within one (1) month from the notification of changes or new terms entering into force. Cancellation of the Contract does not release the Buyer fulfilling the obligations arising from the Contract up to the time of its cancellation, whereas the current Standard Terms shall apply to the Buyer in terms of the fulfillment of these obligations.

7.6 If the Buyer does not cancel the Contract within one (1) month from the notification of the changes to the Standard Terms or new ones coming into force, it is considered that it has expressed its willingness to accept the changed terms or new ones and has no claims against the Seller in this regard. The amended or new Standard Terms shall become an integral part of the Contract from the date of their entry into force and shall be binding on the Parties. The Standard Terms or its provisions previously in force shall be deemed terminated.

8. EXTENSION AND TERMINATION OF THE CONTRACT

8.1 Within one (1) month before the end of the validity period stipulated in the Contract, the Seller shall have the right to present the Buyer with an offer for the conclusion of a new electricity contract for a new delivery period. The Parties agree that if the Buyer does not notify at least seven (7) days before the end of the validity of the Contract that it does not wish to conclude a new electricity contract with the Seller, the new Electricity Contract shall enter into force for the next delivery period at the price specified in the offer sent by the Seller.

8.2 The Contract shall end:

8.2.1 When the end date arrives;

8.2.2 By agreement of the Parties;

8.2.3 Upon regular or extraordinary termination of the Contract for the reasons specified in the Standard Terms and/or legislation on the basis of one Party's application;

8.2.4 Upon the termination of a buyer who is a legal person;

8.2.5 Upon termination of the network agreement.

8.3 The Buyer shall have the right to cancel the Contract at any time by notifying the Seller at least seven (7) calendar days in advance as provided in Clause 9.1.

8.4 If the Buyer does not agree to changing the price stipulated in Clause 2.3, it shall have the right to cancel the Contract by notifying the Seller within seven (7) days before the new price takes effect.

8.5 The Parties shall have the right to extraordinarily terminate the Contract due to a significant breach by the other Party, provided that the breaching Party has not eliminated the breach within a reasonable period given by the other Party, by notifying the other Party of this in writing or in a form that can be reproduced in writing at least 30 days in advance. Among other things, but not only, Buyer's indebtedness to the Seller is considered a significant breach of Contract.

8.6 In the event of the death of a Buyer who is a natural person, the Contract shall pass on to the general legal successor of the Buyer. Upon learning of the Buyer's death and provided that the Buyer's legal successor has not redrafted the Contract in its own name, the Seller shall terminate the Contract.

8.7 At the end of the Contract, the Seller shall terminate the sale of electricity to the Buyer. At the end of the Contract and in a situation where the Buyer's network connection is not interrupted and consumption continues, the Buyer shall be no longer consuming electricity sold by the Seller under the Contract.

8.8 Upon the termination of the Contract for any reason, those Contract provisions, which due to their nature set out the rights and obligations of the Parties after the termination of the Contract, shall be applied.

9. NOTIFICATIONS

9.1 Notices, consents, approvals and other declarations of intent are deemed to have been submitted and delivered in accordance with the Contract, if the declaration of intent has been delivered to the other Party in oral, written, reproducible, or electronic form using the contact details specified in the Contract or notified to the other Party, unless a specific permitted form has been separately agreed in the Contract or Standard Terms for the submission of a specific declaration of intent. An oral declaration of intention shall be deemed to have been submitted in accordance with the Contract, if it has been recorded by the Seller. The Seller may forward a declaration of intent on a bill.

9.2 The Seller shall inform the Buyer in advance of a change in the contact details stipulated in the Electricity Contract on its website and in at least one national daily newspaper.

9.3 The Buyer shall immediately notify the Seller of any changes in the contact details provided in the Contract. Changes made in the self-service, made by submitting an application to the Seller in a form that can be reproduced in writing to the e-mail address teenindus@enefit.ee, made over the phone by calling 777 4040 are considered to be a proper amendment of contact data.

9.4 The Parties shall immediately notify each other of all circumstances that prevent the performance of the Contract.

10. PROCESSING OF PERSONAL DATA

10.1 The Seller shall ensure the protection and processing of the personal data of a Buyer who is a natural person in accordance with the procedure provided for in the Standard Terms, in accordance with legislation and the "Principles of Processing Customer Data" published on the Seller's website.

10.2 The chief processor of the personal data of natural persons is Enefit AS (registry code 16130213, location Lelle 22, Tallinn 11318). The names of the Seller's authorized processors and their contact details are available on the Seller's website.

11. SETTLEMENT OF DISPUTES

11.1 Any disagreements or disputes arising from the performance, change or termination of the Contract shall be resolved by the Parties primarily through negotiations.

11.2 A Party may submit a written complaint to the Competition Authority against the actions or omissions of the other Party which are in conflict with the Electricity Market Act or legislation established on the basis thereof.

11.3 In order to resolve disputes arising from the Contract that the Parties have not been able to resolve by agreement, the Buyer who is a natural person may file a complaint with the Consumer Disputes Committee of the Consumer Protection and Technical Surveillance

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Authority on the basis and pursuant to the procedure provided for in the Consumer Protection Act.

11.4 Disputes arising from the Contract that the Parties are unable to resolve by agreement shall be settled in the local court of the Buyer on the basis of the legislation of the Republic of Estonia. If the Buyer settles abroad or transfers its place of business or registered office abroad after entering into the Contract, or if the Buyer's place of business, residence or registered office is not known at the time of filing the action, the dispute shall be settled in a court of the Republic of Estonia on the basis of the legislation of the Republic of Estonia. The foregoing shall not preclude the right of the Parties to file an application in expedited payment order procedure in accordance with the jurisdiction provided for such proceedings.

12. CONTACT DETAILS OF THE SELLER

Seller's business name: Enefit AS
Registry code: 16130213
Address: Lelle 22, 11318 Tallinn
For private customers: 777 4040, teenindus@enefit.ee
For business customers: 777 2020, arikliendid@enefit.ee
Website: www.enefit.ee