ELECTRICITY SALES CONTRACT GENERAL PROVISIONS

Valid for Contracts signed from 09.05.2025

1. CONTRACT TERMS AND DEFINITIONS

1.1. **Electricity Price** – the price of electricity as set out in the contract and agreed between the trader and the customer, as well as the taxes and charges stipulated in the laws and regulations or arising from the obligations stipulated therein.

1.2. **Electricity Trading Period** – the period in the Contract for which the trader and the customer have agreed on the price of electricity and other terms.

1.3. **Customer** – a user connected to the electricity system for the purchase of electricity.

1.4. **Commercial Metering Equipment** – a measuring instrument or system of measuring instruments for accounting the quantity of electricity and system services for billing purposes, as well as for recording the magnitude of the electric workload in the trading interval.

1.5. **Creditworthiness** – the probability that the customer will meet its obligations under the contract. Details of creditworthiness (including credit history) are available in credit information databases.

1.6. **Contract** – a contract concluded between a trader and a customer for the sale of electricity to a household.

1.7. **Nord Pool AS Exchange** – Europe's leading electricity exchange. It is possible to follow electricity price fluctuations in the Latvian price region on the Nord Pool AS Exchange website at www.nordpoolgroup.com.

1.8. **Payment Period** – the period for which payment is made. The payment period shall be one calendar month, unless otherwise agreed by the parties.

1.9. **Object** – the address of the connection of the electricity-consuming object specified in special provisions of the contract to which the terms of the contract apply.

1.10. **Self-Service Portal** – self-service portal “Mans Enefit” where a person can log in using Smart ID, e-signature or internet bank, and conclude, view or amend contract, view and pay invoices, track consumption data, submit commercial metering equipment readings, view or change contact details and give or withdraw consent to receive commercial offers, newsletters and advice letters.

1.11. **Early Termination Fee** – the fee for early termination of the contract, determined according to the tariff plan of the contract, calculated in proportion to the time of electricity supply until the early termination of the contract (time limit is counted in full calendar months), divided into three-month periods or quarters.

1.12. **TSO** – the transmission system operator AS "Augstsprieguma tīkls", registration number 40003575567.

1.13. **Parties** – the trader and the customer collectively referred to in these provisions, but each individually is also referred to as the "Party".

1.14. **Invoice** – the document under which a customer makes a payment.

1.15. **DSO** – the distribution system operator AS "Sadales tīkls", registration number 40003857687, specified in special provisions of the contract.

1.16. **Trading Interval** – the unit of the day-ahead electricity market interval according to the Nord Pool AS Exchange.

1.17. **Trader** – the seller of electricity SIA "Enefit", registration number 40003824046, specified in special provisions of the contract.

2. ELECTRICITY TRADING

2.1. The Trader shall sell electricity to the Customer, and the Customer shall purchase electricity for the needs of the Object specified in the Contract and pays for it in accordance with the terms of the Contract, subject to the requirements (rights and obligations) for the sale of electricity to households set out in the regulatory enactments.

2.2. The Customer and the Trader agree that these provisions supplement and clarify special provisions of the Contract.

2.3. The Electricity Price includes all taxes specified in the laws and regulations in force on the day of conclusion of the Contract. In addition to the price, the Trader may apply charges independent of the Trader arising from obligations under laws and regulations, such as charges imposed by the TSO or DSO, which may vary during the term of the Contract.

2.4. Electricity trading includes all services related to the Customer's servicing of electricity supply related issues, excluding distribution system services provided by the DSO, including planning and implementation of electricity supply outages for electricity network repair works, recording and repairing electricity network breakdowns or faults and recording of Commercial Metering Equipment readings.

2.5. Distribution system services shall be provided to the Customer by the DSO, with whom the Trader shall make payments on behalf of the Customer by transferring the fees collected from the Customer for system services, ancillary services and mandatory procurement components.

2.6. The tariffs for the transmission and distribution system services are approved by the Public Utilities Commission of Latvia and are subject to change during the term of the Contract. Information on the current tariffs for system services is available on the website of the Public Utilities Commission of Latvia at
www.sprk.gov.lv.

3. CALCULATION OF THE AMOUNT OF ELECTRICITY AND CUSTOMER'S COOPERATION WITH DSO

3.1. If the readings of the Commercial Metering Equipment at the Object are not obtained by using remote communication i.e. by a distance (there is no smart Commercial Metering Equipment), the Customer shall record and transfer to the DSO the data on the amount of electricity actually consumed according to the readings of the Commercial Metering Equipment in the manner and within the time limit specified by the DSO.

3.2. If the Customer has not notified the DSO of the Commercial Metering Equipment readings within the time limit set out in Clause 3.1 of these provisions, the DSO shall calculate the consumption based on the Customer's historical average monthly electricity consumption, which shall be adjusted in accordance with the Commercial Metering Equipment reading recorded during the inspection.

3.3. If the Customer has concluded a Contract for the Trader's dynamic (price in accordance with Nord Pool AS Exchange price fluctuations) tariff plan and if the Commercial Metering Equipment readings at the Object are not obtained by using remote communication i.e. by a distance (there is no smart Commercial Metering Equipment), then DSO shall record the amount of electricity consumed in the Trading Interval in accordance with the standard workload pattern available on DSO's website (DSO Trading Interval Consumption Allocation Schedule).

3.4. The Customer is obliged to immediately notify the DSO of any damage to the Commercial Metering Equipment, broken seals and possible errors in the Commercial Metering Equipment readings.

4. PAYMENT PROCEDURE

4.1. The Trader shall draw up the invoice to the Customer on the basis of the amount of electricity consumed at the Object in the preceding period in accordance with the DSO's records and the Electricity Price set out in the Contract.

4.2. The Trader shall be entitled to prepare and send invoices to the Customer electronically and such invoices shall be valid without signature.

4.3. The payment period is 1 (one) calendar month. The Trader shall send the invoice to the Customer's e-mail address specified in the Contract within 15 (fifteen) calendar days after the end of the payment period. In the event that the DSO notifies the Trader of an adjustment to the amount of electricity consumed by the Customer, the adjusted amount of electricity shall be included in the next invoice.

4.4. The Customer is obliged to pay for the electricity consumed within the time limit specified in the invoice. The invoice shall be deemed to be paid on the day on which the payment is received in the current account specified by the Trader. If the last day of the payment period is a holiday, then payment is due on the last working day before the holiday, which shall be notified to the Customer in the invoice.

4.5. If the Customer has not received the invoice by the 15th (fifteenth) day of the month, the Customer shall notify the Trader immediately. If the Trader does not receive the Customer's notification referred to in this clause by the 16th (sixteenth) day of the month, the Customer shall be deemed to have received the invoice in the manner and within the time specified in the Contract.

4.6. If the Customer fails to pay the invoice within the time limit specified in the invoice and the Contract, the Trader shall be entitled to charge the Customer with late payment interest of 0,15% (zero point fifteen percent) of the principal amount for each day of delay. The Customer shall pay the late payment interest at the same time as the payment of the next invoice.

4.7. If the Customer disagrees (in whole or in part) with the invoice submitted by the Trader, the Customer shall have the right to make reasoned written objections to the received invoice within 5 (five) working days from the date of receipt of the invoice by submitting them to the Trader in one of the ways specified in Clause 11.1 of these provisions. Submission of the Customer's objections shall not exempt the Customer from the obligation to pay the invoice on time.

4.8. The Trader shall, within 10 (ten) working days of receipt of the Customer's objections, review them by verifying the conformity of the amount of the invoiced payment and inform the Customer of the results of the review. If, as a result of the Trader's review, it is determined that the amount of the invoiced payment should be reduced, the Trader shall:

4.8.1. credit the overpaid amount to the next payments due under the Contract if the Customer has already paid the invoice;

4.8.2. return the overpaid amount to the Customer if the Customer has already paid the invoice and has indicated this wish to do so in the objections;

4.8.3. adjust the invoice and resubmit it to the Customer if the Customer has not paid the invoice.

4.9. If the Customer has paid an advance payment, the Trader shall divert and credit the advance payment to the next payments under the Contract. The Customer shall have the right to request reimbursement of the advance payment, which shall be made by the Trader within 5 (five) working days from the date of receipt of the Customer's written request if the advance payment has not already been redirected and credited to the next payments under the Contract.

4.10. If the Customer fails to pay the invoice within the time limit specified in the invoice, the Trader shall be entitled to send a reminder of the unpaid invoice to the Customer's e-mail address specified in the Contract.

If the payment of the invoice is delayed for more than 10 (ten) calendar days, the Trader shall send the Customer a notice about the interruption of electricity supply to the Object for which the Customer has not paid the invoice.

4.11. If the Customer fails to pay the invoice and late payment interest within 20 (twenty) calendar days after sending the notice, the Trader shall be entitled to request the DSO and DSO shall be obliged to disconnect the Customer's relevant Object by completely or partially interrupting the Customer's electricity supply. All actions referred to in this clause shall be carried out by the DSO in accordance with the procedures and within the time limits established by the laws and regulations.

4.12. If the Customer fails to pay the invoice after the notice mentioned in Clause 4.10 has been sent and 60 (sixty) calendar days have elapsed from the first day of delay on the oldest unpaid invoice, the Trader shall have the right, without prior notice, to transfer information about the Customer's debts to credit
information/debtor databases and/or transfer the recovery of the debt to extrajudical debt recovery service providers.

4.13. If the Customer has fulfilled all obligations arising from the Contract (including the payment of late payment interest) and has notified the Trader thereof, the Trader shall within 1 (one) working day send a notice to the DSO to restore the electricity supply for the Customer. All actions referred to in this clause shall be carried out by the DSO in accordance with the procedures and within the time limits established by the laws and regulations.

4.14. Payments made by the Customer under the Contract shall be first directed to cover the payment of late payment interest, then to the principal debt, and only then to the Early Termination Fee, if applicable, and to the costs incurred in collection of the debt, if applicable.

4.15. If the Customer has two or more Objects for which separate electricity sales contracts have been concluded, then 1 (one) invoice shall be issued for all Objects of one Customer, which shall, inter alia, separate the amount and costs of electricity consumed at each Object. The Customer shall have the right to request the Trader to provide it with a different invoicing procedure from the one mentioned in clause (i.e. to issue a separate invoice for each of the Objects), agreeing with the Trader separately in writing or by telephone upon identification of the Customer.

4.16. If the Customer makes a partial payment of an invoice referred to in Clause 4.15, the Customer is obliged to specify in the payment purpose the invoice number, the amount of the payment and the Object for which the payment is made (indicating the Contract number). If for technical reasons the Customer is unable to provide this information in the payment purpose, the Customer shall provide the Trader with a written notice stating the invoice number, date of the partial payment, the amount of the payment and for which Object the payment has been made (indicating the Contract number).

4.17. If the Customer does not comply with the procedure set out in Clause 4.16 and in order to cover the invoice amount of one Object as fully as possible, the Trader shall be entitled to credit the partial payments made by the Customer first for the Object with the lower invoice amount.

5. TERM OF THE CONTRACT

5.1. The Contract shall enter into force as follows:

5.1.1. if the Contract is concluded in writing, at the time the Contract is signed by both Parties;

5.1.2. if the Contract is concluded during a telephone conversation, at the time when the Customer has verbally agreed to conclude the Contract upon identification by Smart ID;

5.1.3. if the Contract is concluded on the Trader's Self-Service Portal "Mans Enefit", at the time when the Customer has accepted the provisions of the Contract by clicking on the "Apply" button.

6. AMENDMENTS TO THE CONTRACT

6.1. All amendments to the Contract shall be effective if they are prepared in writing and signed by both Parties, except as specifically agreed upon in the Contract.

6.2. If the Customer has entered into a Contract for any Trader’s fixed tariff plan, the Parties may agree on a new Electricity Trading Period and its terms as set out in special provisions of the Contract, if the Trader sends a written offer for a new Electricity Trading Period to the Customer's e-mail address specified in the Contract at least 45 (forty five) calendar days before the end of the current Electricity Trading Period. The offer submitted by the Trader shall become effective if the Customer does not object to it within the period specified in the offer, which shall not be less than 10 (ten) calendar days. If the Customer does not agree to the offer submitted by the Trader and the Parties have not agreed on other terms before the end of the current Electricity Trading Period, the Contract shall continue in accordance with the Trader's then current universal product terms.

6.3. If the Customer changes the Object, tariff plan and/or user, the Contract shall be terminated and a new Contract shall be concluded for the new Object, tariff plan and/or user. In the event of the termination of the Contract under this clause, the Trader shall be entitled to apply an Early Termination Fee.

6.4. The Trader shall have the right to unilaterally amend the Contract due to the need to update the customer service due to the development of the Trader’s business, including the introduction of modern technological and functional solutions in customer service.

6.5. The Trader shall have the right to unilaterally amend the Contract in the event of amendments to the laws and regulations, including regulatory enactments governing electricity trading, or binding instructions issued by the authorities involved in the regulation of energy markets, by informing the Customer thereof at least 30 (thirty) days in advance in one of the ways specified in Clause 11.1 of these provisions.

6.6. If the Customer rejects the changes (amendments) referred to in Clause 6.5 of these provisions, the Customer shall notify the Trader thereof in one of the ways referred to in Clause 11.1 of these provisions no later than within 5 (five) business days from receipt of the notification referred to in Clause 6.5 of these provisions. In such case the Customer may not exercise the right to unilaterally withdraw from the Contract without Early Termination Fee.

6.7. The Trader shall have the right to unilaterally amend the Contract in the event which is not related to amendments to the laws and regulations, including regulatory enactments governing electricity trading, or binding instructions issued by the authorities involved in the regulation of energy markets, by informing the Customer thereof at least 30 (thirty) days in advance in one of the ways mentioned in Clause 11.1 of these provisions.

6.8. If the Customer rejects the changes (amendments) referred to in Clause 6.7 of these provisions, the Customer shall notify the Trader thereof in one of the ways referred to in Clause 11.1 of these provisions no later than within 5 (five) business days from receipt of the notification referred to in Clause 6.7 of these provisions. In such case the Customer shall have the right to withdraw from the Contract without the application of the Early Termination Fee.

6.9. If the Customer continues to receive electricity from the Trader without notification of rejection of the changes (amendments) referred to in Clauses 6.5 and 6.7 of these provisions, the Customer shall be deemed to have accepted and acknowledged as binding the changes made to the Contract.

7. TERMINATION OF THE CONTRACT

7.1. If the Contract is concluded by using remote communication, the Customer shall have the right to exercise the right of withdrawal provided in the laws and regulations, i.e. to withdraw from the Contract within 14 (fourteen) calendar days from the date of conclusion of the Contract without providing any justification. The Customer is obliged to notify the Trader of the exercise of the right of withdrawal by calling the Trader's contact centre at 6000 0055 or by sending a filled and signed Right of withdrawal form to the Trader's e-mail address elektriba@enefit.lv or to the legal address.

7.2. The Customer shall have the right to unilaterally withdraw from the Contract before the beginning of the Electricity Trading Period specified in special provisions of the Contract thereof by notifying the Trader by the 24th (twenty-fourth) day of the preceding month. In such case, the Early Termination Fee shall not apply.

7.3. The Customer shall have the right to terminate the use of electricity at the Object and/or terminate the Contract by notifying the Trader at least 5 (five) business days in advance and specifying the time of termination of the use of electricity. In such case the Trader shall be entitled to apply the Early Termination Fee.

7.4. The Trader shall have the right to unilaterally terminate the Contract (and apply the Early Termination Fee) by notifying the Customer at least 5 (five) business days in advance in one of the ways specified in Clause 11.1 hereof in the following cases:

7.4.1. the Trader has established that the Customer prior to entering into the Contract had or has on the day of the conclusion of the Contract a negative creditworthiness based on the Trader's information obtained of the creditworthiness of the Customer in credit information/debtor databases;

7.4.2. the electricity at the Object specified in the Contract is used for the needs of legal entities;

7.4.3. the Customer's monthly electricity consumption exceeds 2 MWh;

7.4.4. the Customer has failed to pay an invoice after the notice referred to in Clause 4.10 has been sent and 60 (sixty) calendar days have elapsed from the first day of delay on the oldest unpaid invoice;

7.4.5. if the Trader receives information from the DSO that the Customer is switching trader or terminating the use of electricity (in such case the Trader shall not send a notice of termination of the Contract to the Customer);

7.4.6. the Customer fails to comply with other provisions of this Contract and/or the obligations of an electricity user under laws and regulations.

7.5. With respect to payment obligations under the Contract, the Contract shall remain in force until such obligations have been fulfilled fully. In the event of termination of the Contract, the Customer shall be obliged to fully pay to the Trader within the period specified in the last invoice issued by the Trader.

7.6. If the Customer is required to pay an Early Termination Fee under the terms of the Contract, the Early Termination Fee shall be determined to the Contract tariff plan and calculated in proportion to the time of electricity supply until the early termination of the Contract, including the month in which the electricity supply commenced until the end of the month in which the Contract is terminated (i.e. the period is calculated on a full calendar month basis).

8. GENERAL LIABILITY OBLIGATIONS

8.1. The Parties shall be liable to each other for any failure of performance or improper performance of their obligations under and in connection with the Contract, including responsibility for the acts of third parties whom the Party engages or approves to exercise its rights and perform its obligations (including the persons referred to in Clause 9 of these provisions).

8.2. The Parties shall indemnify each other against all direct and indirect expenses, if any, incurred as a result of the culpable conduct (act or omission) of that Party, or as a result of the conduct of third parties which the Party concerned could reasonably have controlled. Lost profits shall not be compensable unless otherwise agreed in the Contract.

8.3. A Party shall not be liable for failure of performance or improper performance of its obligations under the Contract or under applicable laws and regulations if such failure of performance or improper performance is the result of force majeure which the Parties could not have foreseen and reasonably avoided in concluding the Contract. Such circumstances include, but are not limited to, an Act of God (lightning, floods, hurricane, earthquake), fire, strike, war, general emergency, epidemic and pandemic, as well as acts of legislative and executive authorities and acts adopted by them, which directly limit or exclude the performance of the obligations of the Party concerned. The Party concerned shall notify the other Party of the occurrence of force majeure in one of the ways specified in Clause 11.1 of these provisions (together with documents confirming the occurrence of force majeure) within 3 (three) business days of the occurrence of such force majeure.

8.4. During the term of the Contract and after termination of the Contract, the Parties shall keep all information relating to the Contract confidential and shall not disclose it to third parties, except where disclosure is required by law or the Contract or is necessary to protect their rights if the other Party breaches the Contract.

8.5. The Trader shall not be liable for the quality of electricity and power failures in both the Customer's and the DSO's electrical installations, which cause the Customer to experience disruption or interruption in the supply of electricity.

8.6. The Parties undertake to comply with the requirements of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing and all applicable laws and regulations relating to sanctions, financial accounting and reporting, and environmental protection. The Customer certifies that the funds used in the transactions are not criminally derived.

9. GRANTING AN AUTHORISATION ON THE SELF-SERVICE PORTAL

9.1. The Customer as the main user of the Self-Service Portal has the right to grant the right (authorisation) to use the Self-Service Portal to a third party (assignee). Further information on the granting of the right of use can be found in the provisions for granting an authorisation on the Self-Service Portal, which are available on the Trader's website www.enefit.lv. The provisions for granting an authorisation on the Self-Service Portal shall form an integral part of the Contract.

9.2. The Customer shall be responsible for and shall be bound by all acts performed by the assignee referred to in Clause 9.1.

9.3. The Trader shall not be liable for any damages incurred to the Customer due to the grant of the authorisation to use the Self-Service Portal.

10. PROCESSING OF PERSONAL DATA

10.1. The Customer is informed that the Trader processes the Customer's personal data to the extent necessary for the conclusion and performance of this Contract, the performance of the Trader's obligations under regulatory enactments and the Trader's legitimate interests.

10.2. The Customer is informed that the Trader processes the Customer's personal data in accordance with the provisions of the General Data Protection Regulation and the Trader's Customer Data Processing Principles, which are available on the Trader's website at www.enefit.lv. The Trader's Customer Data Processing Principles form an integral part of the Contract.

10.3. The Trader shall have the right to request, receive, process and store the Customer's personal data from third parties for the performance of the obligations under this Contract and the regulatory enactments.

10.4. If the Customer fails to comply with its payment obligations under the Contract and under the laws and regulations, the Trader shall have the right to check and obtain information about the Customer from credit information/debtor databases to assess the Customer's creditworthiness and to transfer the Customer's personal data and information about the Customer's indebtedness to credit information/debtor databases and third parties hired for debt collection purposes, including but not limited to transferring the Customer's personal data to third parties under the contract of cession.

10.5. The Customer is informed that its telephone conversations with the Trader regarding the conclusion of the Contract and matters relating to performance of the Contract may be recorded.

10.6. The Customer confirms that he/she is aware that the Trader checks the Customer's personal data in its possession monthly with the data held by the State Revenue Service of Latvia in order to ensure the correct application and declaration of taxes in accordance with the regulatory enactments.

10.7. Where the Customer can grant an access to or share its services with another person under the relevant conditions (including the Customer has granted a third party the right to use the Self-Service Portal), the Customer is responsible for informing such persons of the data processing and the obligations arising therefrom in the context of the specific processes.

10.8. If the Customer or his/her authorised person (assignee) during a telephone conversation wishes to receive any service related to the Contract (including but not limited to information on the terms of the Contract and their performance, payment information, make amendments to the Contract) from the Trader, the Trader shall be entitled to provide the relevant service only upon identification of the Customer or his/her authorised person (assignee).

11. DISPUTE SETTLEMENT AND OTHER PROVISIONS

11.1. Except as otherwise provided in the Contract, written communications between the Parties shall be in the following order of priority:

11.1.1. electronically by sending correspondence to the e-mail address of the Party specified in the Contract;

11.1.2. by hand delivery against the signature of the Party concerned or by post or courier to the Party's home/legal address specified in the Contract.

11.2. The Parties shall notify each other of any change in their contact details or bank (payment) details no later than 5 (five) calendar days from the day of the change in the following ways:

11.2.1. by transmitting the information to the other Party in one of the ways specified in Clause 11.1 of these provisions;

11.2.2. by making the relevant changes in the Trader's Self-Service Portal;

11.2.3. by making the relevant changes during the telephone conversation upon identification of the Customer.

11.3. If any provision of the Contract becomes invalid or unenforceable due to changes in laws or regulations, this shall not affect the validity of the remaining provisions of the Contract or any part thereof. In such event, the Parties shall be obliged to adapt the provisions of the Contract in accordance with the requirements of the laws and regulations.

11.4. If any provision of the Contract is inconsistent with applicable laws and regulations, the provisions of the applicable laws and regulations shall apply.

11.5. All disputes and differences arising between the Parties in connection with the Contract shall be settled by mutual negotiation, the Parties endeavouring to reach agreement. If the dispute or difference cannot be settled by mutual negotiation:

11.5.1. the Customer is entitled to turn to the Consumer Rights Protection Centre of the Republic of Latvia or to a court of the Republic of Latvia according to the jurisdiction;

11.5.2. the Trader is entitled to turn to the courts of the Republic of Latvia according to the jurisdiction.

GENERAL RULES FOR THE SALE OF GREEN ENERGY

1. GENERAL TERMS AND CONDITIONS

1.1 These general terms and conditions for the sale of Green Energy govern the trade in electricity produced from renewable energy sources (hereinafter "Green Energy").

1.2 The general rules for the trading of electricity apply.

2. SALE OF GREEN ENERGY

2.1 If the subject of the Contract is the sale of Green Energy, the Seller undertakes to sell to the Buyer electricity whose renewable origin can be proven by Certificates of Origin.

2.2 The buyer may purchase solar energy, wind energy or Green Energy as a whole, depending on the Contract in the body of the text.

2.3 The Seller shall provide Certificates of Origin issued in a country of the European Economic Area to certify the quantity of Green Energy sold (Certificate of Origin; Guarantee of Origin (GO)).

2.4 The Seller will cancel the relevant Certificates of Origin registered in the name of the Seller and corresponding to the electricity purchased by the Buyer (solar or wind GO, both guarantees or Green Energy as a whole, depending on the Contract referred to in the main text).