

## GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF ELECTRICITY

The Individual or Legal Entity who concludes the Electricity Supply Contract ("**Consumer/Customer**") with **ABIO POWER LTD**, a company duly registered in the Republic of Cyprus with registration number HE 407791 and with registered office at 62 Larnakos Avenue Street, 2101, Aglantzia, Nicosia, Cyprus licensed as an electricity supplier, in accordance with the decision of the Cyprus Energy Regulatory Authority (CERA) 233/2020 dated 17/07/2020 and operating under CERA's License Number Π017-2020 and has joined as a Participant in the Transitory Regulation of the Electricity Market with contract entry number 08/2022 ("**Supplier**") with the intention enter the Competitive Electricity Market, must read the present Terms and Conditions ("**Terms**"), since they form an integral part of the Electricity Supply Contract (the "**Agreement**") and by signing the Agreement the Consumer/Customer agrees and accepts all of the Terms.

The Supplier and the Consumer are referred to individually as the "**Party**" or collectively referred to as the "**Parties**".

### 1. Applicable Law

**1.1** These Terms and Conditions of **ABIO POWER LTD** (the "**Terms**") have been drafted in accordance with the Laws of the Republic of Cyprus and take into account the Electricity Market Regulation Law of 2021 L.130(I)2021, the applicable Electricity Market Rules, the Transmission and Distribution Rules, the Rules for the Supply of Electricity to Final Consumers, as well as any other relevant amending Laws and Regulations issued from time to time and in force ("**Market Law/Regulations**").

### 2. Supplier's Obligations

**2.1** The Supplier agrees and undertakes the obligation and responsibility to supply electricity on a round-the-clock basis to the Consumer's premises, the details of which are mentioned in the Agreement, in accordance with the Law/Market Regulations, the Agreement and the present Terms.

**2.2** The Supplier is obliged throughout the duration of the Agreement to process and manage any requests and/or complaints of the Consumer quickly and efficiently.

**2.3** It is understood that the Supplier shall not be liable in case of interruption of electricity supply due to failure of the network or ancillary services offered by the Cyprus Transmission System Operator (TSOC) and the Distribution System Operator (DSO), or any other legally competent party/provider providing balancing services to the electricity system.

- 2.4** The Supplier bears no responsibility, in case of interruption of electricity or damage to the Consumer's premises due to short circuit or overload by the Consumer or due to any other cause beyond the control of the Supplier.

### **3. Consumer/Customer Obligations**

- 3.1.** The Customer undertakes to settle the Consumption Bills sent to him by the Supplier on time, in accordance with the provisions of paragraph 6 of present Terms.
- 3.2.** The Customer is obliged to keep the meter in a safe condition to allow the smooth recording of the energy consumed and to enable the implementation of the Agreement. In case the Customer realizes that the Meter has been damaged, he must immediately inform TSOC and the Supplier.
- 3.3.** The Customer must provide the Supplier with the historical electricity consumption data at its premises for a period of two (2) years prior to the signing of the Agreement and the technical characteristics of its supply, or authorise the Supplier to receive them on his behalf from the competent Operators.
- 3.4.** The Customer must inform the Supplier in writing about any change of his data, including his contact details.
- 3.5.** The Customer must inform the Supplier of his intention to leave his Facilities at least thirty (30) days before the intended date of departure, if he does not wish to modify the Agreement due to relocation.
- 3.6.** The Customer shall provide the Supplier with all necessary authorisations so that the Supplier can effectively exercise responsibility of Load Meter Representation.
- 3.7.** The Customer must generally fulfil his obligations arising from the Contract and the Laws and the present Terms.

### **4. Contract Duration and Renewal**

- 4.1.** The effectiveness of the Agreement shall commence from the date of its execution and the Agreement shall continue to be valid for at least twelve (12) months after the Commencement Date of the supply of electricity by the Supplier.
- 4.2.** The Date of Commencement of the supply of electricity from the Supplier to the Consumer shall be confirmed by the DSO upon request of the Supplier for Representation of the Customer's Meter.
- 4.3.** The Supplier shall remind by written or electronic notice, the Customer of the upcoming

Expiration Date of the Agreement, two (2) months before its occurrence, as well as the Customer's right to change supplier.

- 4.4.** The Agreement will be automatically renewed for an additional twelve (12) months from its Expiration Date, on the same terms, except for any amendments agreed in writing between the Parties and unless before its expiry, there is a request for termination of the Agreement by either Party, which will be submitted at least one (1) month before the Expiration Date. In case of dispute of overdue debts as referred to in paragraph 6.5 of the present Terms, the Supplier may refuse to renew the Agreement after notifying the Customer in writing for his intention to exercise this right at least thirty (30) days before the Expiration Date under the Agreement.

## **5. Billing and Invoicing**

- 5.1.** The calculation for the price of electricity supplied by the Supplier and consumed by the Consumer is carried out by the Supplier in accordance with the Market Rules after the monthly meter readings of the Meter are provided by the DSO.
- 5.2.** The Supplier has the obligation to issue invoices with the analysis of electricity consumption every month to the Consumer, unless the Agreement provides periodicity of issuing bills, other than monthly.
- 5.3.** The charge of the Consumer for the services provided under the Agreement, is concluded by issuing and delivering of a Consumption Bill, within fifteen (15) days from the date of recording of the amount of electricity consumed, by the Competent Operator.
- 5.4.** In addition to the charge for the provided electricity supply services, the Consumption Bill also contains the Regulated Charges, since the amounts of these charges borne by the Customer, are paid to the competent Operator or third parties by the Supplier. These charges include charges for the use of the Transmission System, the charges for the use of the Medium Voltage and Low Voltage Distribution System, the charges for the recovery of the costs of the System Operator as well as the charges for the recovery of the costs of Public Utilities and the promotion of Renewable Energy Sources and High Efficiency Combined Heat and Power in addition to the relevant taxes, which are passed on to final consumers.
- 5.5.** The Supplier sends the Consumption Bill to the last declared email address of the Consumer if a procedure is provided for confirmation of receipt of the Bill. The Customer may, if he so wishes, receive the Consumption Bill in alternative ways accepted by the Supplier, such as by post to the last declared postal address.
- 5.6.** In case the Consumer does not agree with the details of the Invoice sent by the Supplier, he is entitled to submit objections in writing to the Supplier within three (3) working days from receipt of the Invoice.
- 5.7.** The Supplier investigates the objections submitted by the Consumer and submits a

written, reasoned reply or revised Invoice to the Consumer within three (3) working days of its receipt.

- 5.8.** The submission of objections by the Consumer in accordance with this section does not release the Consumer from the obligation to pay the amounts due, in accordance with the provisions of the present Terms.

## **6. Payment terms**

- 6.1.** The Customer is required to proceed with the Payment within fifteen (15) calendar days from the date of issuance and submission of the Consumption Bill.
- 6.2.** The Customer may pay the Consumption Bill either by bank transfer to one of the bank accounts maintained by the Supplier, other payment service with which the Supplier will cooperate, or by setting a Standing Order in his Bank Account SEPA Direct Debit (SDD), for automatic payments of the amounts of the Consumption Bills based on the above time frame. The Customer must ensure that one of the beforementioned methods is arranged and is active for the duration of the Power Purchase Agreement In order to facilitate timely settlement of electricity Invoices.
- 6.3.** In case of late payment to the Supplier, any outstanding amount will bear interest equal to the corresponding reference rate, determined by the Central Bank of Cyprus and is published annually in the Official Gazette of the Republic.
- 6.4.** In case of late payment of any amount due to the Supplier beyond the above time frame, the Supplier has the right to proceed with the following actions:
- a) by written notice to the Consumer sent within 10 days from the expiration of the above timeframe, will provide the Consumer with the opportunity to settle the amount due, within the period of 20 (twenty) days from the dispatch of the notice.
  - b) If the Consumer does not settle the amount due within the deadline indicated in the notice, the Supplier may submit to the competent operator an order to deactivate a load meter due to overdue debts by notifying the Consumer.
  - c) If the Consumer does not settle the amount due, within 10 (ten) days from the submission of a deactivation order, the Supplier may terminate the Contract by submitting to the competent administrator a Statement of Cessation of Representation and informing the Consumer accordingly.
- 6.5.** The Customer has the right to object to the relevant overdue debts by appealing before a competent authority or court and the aforementioned deactivation order submitted by the Supplier will be suspended only if the Customer obtains a temporary order or suspension of execution of the deactivation of his meter.

## **7. Guarantee**

- 7.1.** The Supplier may request from the Customer the payment of a guarantee upon signing of the Agreement, to secure, exclusively, future debts arising from the Agreement and shall remain with the Supplier until the expiration and/or legal termination of this Agreement.
- 7.2.** The amount of this guarantee may not exceed the 1/6 of the total estimated amount of the Consumption Bills of the Customer for twelve months.
- 7.3.** The amount of the guarantee may be adjusted during the term of the Contract, in case there is a significant deviation of the Customer's Consumption Bills in relation to the estimated amount used to determine the guarantee or in case of repeated delay of the Customer in the payment of his bills.
- 7.4.** The amount given as security will be refunded to the Consumer provided that the Consumer has complied with all the terms of the Contract and has paid all amounts legally due to the Supplier under the Contract.
- 7.5.** In the event of termination or expiration of the Agreement, the Guarantee may be set off against any overdue amounts and the amount due on the final invoice. Any remaining balance will be returned to the Consumer within thirty (30) days from the issuance of the final invoice.

## **8. Meter readings**

- 8.1.** For their financial transactions, both the Supplier and the Consumer accept the meter readings carried out by the DSO.
- 8.2.** The Customer must allow the Supplier, the competent Operator and their respective representatives access to the Premises in order to confirm the consumption readings of the Meter as well as the status of the Meter. The provision of access is preceded by notification to the Customer for a specific date and timeframe for the availability of the Customer is set, for a maximum of three (3) hours. If the Customer is unavailable to be present or he is absent, a written notice is affixed to the door that the visit has taken place.
- 8.3.** The Supplier is obliged to immediately correct Consumption Bills of the past period of time, in case it is found that incorrect charges have been imposed on its Customer for any reason. In the case of bills that have been paid, the Supplier must make a corrective debit or credit by issuing a corrective account or offsetting the relevant amount in the next regular Consumption Bill.

## 9. Termination

- 9.1.** The Customer may at any time and without a cause to terminate the Power Purchase Agreement after giving at least thirty (30) days' written notice. The process of termination of the Agreement is done by completing and delivery to the Supplier of the Termination of the Contract form, which is available to the Supplier's website. The form can be submitted to the Supplier either by email to [info@abio.com.cy](mailto:info@abio.com.cy), or by post to the Supplier's registered office. The termination of the Power Purchase Agreement by a Customer shall have no any consequences, financial or otherwise, to him, except in the case where the Power Purchase Agreement provides special terms regarding the minimum period of validity and the agreed compensation due, if the Agreement is terminated by the Customer, or by the Supplier, due to the Customer's default in paying any outstanding debts, before the expiration of the agreed duration period.
- 9.2.** Without prejudice to the remaining Terms providing for a right of termination of the Agreement by the Supplier, the Supplier may further terminate the Agreement by written notice to the Customer in the following cases:
- a) In case of late payment of any amount due in accordance with the provisions of paragraph 6.4 of the present Terms.
  - b) by written notice of 30 (thirty) days if the Customer is unable to pay any amount due or is declared bankrupt or goes into liquidation, if an application is made or other steps are made with a view to placing the Customer in bankruptcy or liquidation or if a receiver or administrator is appointed over the Customer property.
- 9.3.** In the event of non-performance or inadequate performance of the obligations of the other party, each Party has the right to terminate this Agreement in accordance with these Terms and the provisions set forth in the Agreement in relation to the obligations considered for both Parties to be material.
- 9.4.** Without prejudice to Paragraph 6.5 of these Terms, in case the Customer is in breach of material terms of the Power Purchase Agreement, for a period exceeding thirty (30) days, the Supplier shall notify the Customer accordingly, setting a deadline of at least thirty (30) days for the elimination of the breach and shall inform him for the consequences resulting in case of non-compliance within the set deadline. If the above deadline expires without action, the Supplier is entitled to terminate without further notice the Power Purchase Agreement and to take the necessary actions to the competent Operator for the cessation of representation of the Customer's meter.

## 10. Change of supplier

- 10.1.** Change of supplier by the Customer is permitted after prior termination of the Contract as provided for in paragraph 9.1 of the present Terms.

- 10.2.** Termination takes place either by the Customer himself or by the new supplier upon written authorization of the Customer. The existence of overdue debts arising from the Agreement does not prevent the exercise of the right to change Supplier, unless otherwise provided by applicable Legislation.
- 10.3.** The Customer is obliged to pay any outstanding amount owed to the Supplier for the services provided to him under the Power Purchase Agreement, which is terminated in accordance to this provision and the Supplier is entitled to claim in any lawful way the payment of such outstanding amount.

## 11. Dispute Resolution

- 11.1.** The contracting parties must attempt in any way to resolve any dispute or disagreement arising regarding the interpretation or compliance with the terms of these Terms and the applicable Rules for the Supply of Electricity to Final Consumers, or regarding the interpretation, validity, or compliance with the terms of the Power Purchase Agreement.
- 11.2.** The Customer has the right to submit a complaint to the Supplier regarding any breach by the Supplier of its obligations or any matter relating to the transactions between them, by completing and delivering to the Supplier the Customer **Requests/Complaints Form** which is available on the Supplier's website. This form can be submitted to the Supplier either by e-mail to [info@abio.com.cy](mailto:info@abio.com.cy), or by post to the Supplier's registered office. Any complaint may also be notified to the Supplier by telephone at **+357 22 278877** provided that the completed Form will subsequently be sent as specified in this provision. In the event that the Customer is not satisfied with the Supplier's response or decision regarding the complaint submitted or if the Supplier does not respond within 10 (ten) working days from the date of receipt, the Customer has the right to submit his/her complaint to CERA.
- 11.3.** If no agreement is reached between the Parties, the dispute or disagreement may be resolved by independent body such as CERA or by any alternative Dispute Resolution (ADR), according to the Law for out-of-court settlement in accordance with the provisions() of article 128 of the Regulation of the Electricity Market Law of 2021 L.130(I)2021.

## 12. Assignment

- 12.1.** The Customer cannot assign its rights and obligations arising from the Contract without the prior written consent of the Supplier.
- 12.2.** Without prejudice to clause 6.5.4 of the Rules for the Supply of Electricity to Final Customers, assignment of the Power Purchase Agreement by the Supplier to a third party, is permitted only with the agreement of the contracting parties.



### 13. Force Majeure

- 13.1.** The Customer and the Supplier being the parties of the Agreement (hereinafter the "Parties") shall not be liable for delay or failure to perform their obligations under the Power Purchase Agreement, if such delay or failure to perform their obligations is due to a force majeure event. Force majeure is considered to be the fact that the relevant party cannot even prudently and diligently predict and prevent, such as natural disasters, invasions, wars, revolutions, uprisings, sabotage, floods, fires, explosions, strikes lawfully declared by a consortium and, in due process, earthquakes, provided that these events actually led to a breach of the obligations of the interested party.
- 13.2.** In the event of a force majeure occurrence, any request for exemption from the fulfillment, in whole or in part, of any obligation under the Power Purchase Agreement due to a proven occurrence of force majeure will be considered by the other party, provided that the party requesting the exemption notifies the other party in writing within 24 hours of becoming aware of its inability to fulfill its obligations due to the force majeure event. Additionally, the party must send, as soon as possible after the above notification and in any case no later than three (3) days from that date, a detailed report with a complete and clear description of the force majeure event.
- 13.3.** The affected Party shall take care of and inform the other Party of the actions taken to remedy the consequences of the force majeure event.
- 13.4.** The affected Party shall immediately notify the other Party of the cessation of the force majeure event and of the possibility of resuming performance of its obligations under the Power Purchase Agreement.
- 13.5.** During a force majeure event, the parties shall make all reasonable efforts to minimize the adverse consequences of such event.
- 13.6.** If a period of one (1) month has passed since the occurrence of the force majeure event affecting either party and it has not yet been possible to lift it, the party not affected by the force majeure may terminate the Agreement without undue delay by delivering a written notice of termination.
- 13.7.** Force majeure incidents are accepted only as a reason for suspension of contractual obligations and in no case give rise to a claim for compensation in favour of either party. The parties shall not be entitled to make claims relating to costs or financial charges resulting from a force majeure event.

### 14. Confidentiality

- 14.1.** "Confidential Information" means:

Any information, whether oral, written or in any other support or form of any nature, exchanged between the Parties hereunder, including, but not limited to, (i) technical,



financial, accounting, commercial, strategic, legal, tax or employment information, (ii) information about actual or potential employees, partners or customers, (iii) final or ongoing commercial transactions or business proposals, (iv) market information, brochures, plans and forecasts, (v) analysis, work documentation, summary, comparison, study, extract or substantiation.

- 14.2.** Each Party undertakes to keep in complete secrecy all confidential information provided by the other Party. Accordingly, neither Party shall disclose, in whole or in part, confidential information unless written consent has been obtained from the other Party.
- 14.3.** Each Party shall disclose confidential information only to those who have an immediate need to know the confidential information (hereinafter referred to as "the Representatives"), provided that (i) the competent Representative receives only that part of the confidential information strictly necessary for the performance of its duties hereunder and (ii) each Representative signs a confidentiality agreement under the same conditions as this Article prior to the disclosure of confidential information. Each Party shall keep the other Party informed of the identity of its representatives and the part of the confidential information disclosed to each of them and, upon request, provide a copy of their confidentiality agreements signed. Each Party shall warrant that it maintains appropriate procedures to ensure that representatives comply with the confidentiality obligations of this Article.
- 14.4.** In the event that confidential information contains or mentions personal data of any person, such data will be separated in such a way as to avoid revealing the identity of such persons and the parties are obliged to take all legally necessary measures in this direction.
- 14.5.** Each party acknowledges that it acts as the administrator for the collection and processing of personal data in the context of the provision of the above agreed services. In particular, each Party guarantees to the other Party that it complies with applicable European and national legislation on the protection of personal data, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Regulation on Data Protection "GDPR") and the Republic of Cyprus, The Protection of Individuals with regard to the Processing of Personal Data and the Free Movement of such Data Law of 2018 (Law 125(I)/2018), as amended.
- 14.6.** Both parties undertake to take appropriate technical and organisational measures to protect personal data against any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed. In doing so, account should be taken of the nature, risk and severity of any impact on the rights and freedoms of individuals.
- 14.7.** Exemption from confidentiality obligations:

- 14.7.1** The parties agree that no confidentiality restrictions apply and that either party may disclose confidential information in accordance to any investigation and/or request made by any competent government agency or authority or by any court or judge of competent jurisdiction, provided that compliance with the investigation and/or request is mandatory under applicable law. In such a case, and if permitted by law, the other Party shall be promptly informed of the investigation and/or request and the parties shall be consulted on the procedure to be followed. In any case, only the part of the confidential information required by law to disclose and the necessary steps shall be taken to ensure, to the extent possible, confidential treatment of such confidential information without infringing the legal obligations of the party to the investigation and/or request.
- 14.8.** All confidential information is used only for the purposes stated herein and is in no way intended for different uses. In particular, without limitation, the use of confidential information by a Party to compete, directly or indirectly, with the other Party during the term of the Agreement shall be prohibited.
- 14.9.** The disclosure of confidential information does not imply the creation or transfer of any property, title or interest therein, or the creation or transfer of intellectual or industrial property rights or any other right of any kind or the transfer of physical support containing the information collected.
- 14.10.** All confidential information (in any endorsement or material form of any kind) will be returned by either party to the other or destroyed within five (5) business days after termination or termination of the Power Purchase Agreement between the Parties, unless retention of such information is necessary to satisfy one party's claims against the other. Notwithstanding the above, it is expressly agreed that the Licensed "Supplier" shall be entitled to keep confidential information of the Consumer for two (2) years, or more if required by law, after the expiration or termination of the Power Purchase Agreement, in order to fulfill its obligations under the applicable legal framework.

## **15. Personal Data**

- 15.1.** The Customer may be informed about the use and processing of his personal data through the Privacy Policy posted on the Supplier's website. Upon signing of the Power Purchase Agreement, the Customer is required to sign the **General Consent Form for the Processing of Personal Data** which is also available on the Supplier's website.

## **16. Miscellaneous**

- 16.1.** Any invalidity of any terms and/or any part of these Terms and Conditions shall not affect the validity of the other terms and/or the entire Terms and Conditions.

- 16.2.** All terms of the Terms and Conditions and the Agreement are substantial.
- 16.3.** Any amendment to the Agreement shall be effective only if agreed in writing and signed by the Parties. It is understood that unilateral modification of the content of the Agreement by the Supplier is possible only if this is provided for by the applicable Legislation as well as if they concern Regulated Charges and Tariffs that are outside the sphere of influence of the Supplier.
- 16.4.** Any notice or other written communication given by one party to the other under or in connection with the Power Purchase Agreement may be delivered by physical or electronic means using the contact details last communicated by the recipient or to his last known physical or electronic address.

***In the case of the Supplier, the contact details are listed below:***

**Postal Address:** 62 Larnakos Av., 2101, Aglantzia, Nicosia, Cyprus

**Email:** [info@abio.com.cy](mailto:info@abio.com.cy), phone: +357 22 278877

- 16.5.** By signing the Power Purchase Agreement, the Customer consents to allow third party Suppliers to utilise their personal information regarding the existence of overdue debts or any orders to deactivate a Load Meter due to overdue debts for a period not exceeding twelve (12) months, in the context of processing the Customer's request for a change of Supplier.
- 16.6.** The terms used but not defined in this Terms and Conditions or to the Power Purchase Agreement have the meaning attributed to them in the Regulation of the Electricity Market Law of 2021 L.130(I)2021, as well as in any other relevant amending Laws and Regulations, issued from time to time in accordance with the above Law, the Electricity Market Rules, and the applicable Supply of Electricity Rules.