

General Terms and Conditions of Business of Lition Energie GmbH for the Own Consumption of Electricity for household, professional and commercial purposes

1. Conclusion of contract / Start of delivery

- 1.1. The contract is concluded by confirmation of Lition Energie GmbH in text form stating the expected start of delivery. A delivery does not take place before the expiry of the revocation period of the customer according to §§ 355 Abs. 2, 356 Abs. 2 Nr. 2 BGB, unless the customer expressly requests the supplier to do so. The actual start of delivery depends on the fact that all measures necessary for the delivery (termination of the previous delivery contract, etc.) have been taken.
- 1.2. Lition sees itself as a digital energy supplier. Therefore the email address given in the order is used for all communication. This includes in particular any communication relevant to the contract such as changes to the terms and conditions or adjustment of prices. The customer is responsible for the correctness and immediate communication of changes. Lition Energie GmbH is free to cancel contracts with invalid email addresses.

2. Scope and execution of the delivery / Exemption from the obligation to perform

- 2.1. Lition Energie GmbH shall deliver the customer's entire demand for electrical energy to its contractually designated tapping point. The extraction point is the property boundary of the grid connection related to the (possibly respective) metering point. The metering point is the place where the energy flow is measured.
- 2.2. In the event of an interruption or irregularities in the supply of electricity, Lition Energie GmbH shall be released from its obligation to provide services, insofar as these are the consequences of a disruption in grid operation including the grid connection. With regard to possible claims of the customer against the grid operator, cf. section 10.
- 2.3. If the fulfilment of the performance obligations is made considerably more difficult or impossible for the parties by unforeseeable circumstances over which they have no influence and the avoidance of which cannot be achieved with reasonable technical or economic effort (in particular force majeure such as natural disasters, war, industrial action, sovereign orders), the parties shall be released from their contractual performance obligations as long as these circumstances and their consequences have not been finally remedied.
- 2.4. Lition Energie GmbH shall continue to be released from its obligation to perform to the extent that and as long as the network operator has continued the network connection and/or the use of the connection or the measuring point operator has continued the operation of the measuring point on its own initiative. Claims for damages by the customer against Lition Energie GmbH shall remain unaffected in the event that Lition Energie GmbH is at fault for the interruption.

3. Terms and periods of notice

- 3.1. Lition offers products with different duration and notice periods. The concrete design is specified in the order.
- 3.2. In the event that no initial term has been agreed in the order, the customer may terminate the contract at any time with 28 days' notice in writing.
- 3.3. In the event that an initial term of 12 or 24 months has been agreed in the order, the contract shall be extended by 12 months after the end of the initial term, unless it has been terminated in writing with a notice period of eight weeks to the end of the term.
- 3.4. Termination is only possible in text form.

4. Measurement / Instalments / Billing / Proportional price calculation

- 4.1. The quantity of energy supplied shall be determined by measuring equipment of the responsible measuring point operator. The metering equipment shall be read by the metering point operator, supplier or, at the request of the supplier or metering point operator, by the customer free of charge. If Lition Energie GmbH requires the customer to read the data himself, Lition Energie GmbH shall request the customer to do so in good time. The reading of the measuring equipment is carried out for the purpose of invoicing, on the occasion of a change of supplier or if Lition Energie GmbH has a justified interest in checking the reading. The customer may object to a self-reading if this is unreasonable. If the customer does not take a self-reading announced in good time or takes it late, or if plausible measured values are not available for other reasons, Lition Energie GmbH can estimate the consumption on the basis of the last reading or, in the case of a new customer, on the basis of the consumption of comparable customers, taking appropriate account of the actual circumstances.
- 4.2. Lition Energie GmbH may demand monthly instalments from the customer. Lition Energie GmbH shall calculate these on the basis of the invoice for the previous 12 months or, if such a calculation is not possible, on the basis of the average consumption of comparable customers. If the customer can credibly demonstrate that the consumption deviates considerably, this must be taken into account appropriately.

At the end of each agreed billing period (contract term) and at the end of the delivery relationship, Lition Energie GmbH shall prepare a statement of account in which the actual scope of the delivery shall be invoiced, taking into account the instalment payments. If there is a deviation of the instalment payments from the settlement of the actual delivery, the amount charged too much or too little will be refunded immediately or paid in arrears or offset against the next instalment payment. Contrary to sentence 1, the customer shall have the right to choose a monthly, quarterly or half-yearly invoice subject to a charge, which shall be based

- on a separate agreement with the supplier. In the case of monthly invoicing, the Supplier's right under Section 4.2 shall lapse.
- 4.3. The customer may at any time request Lition Energie GmbH to arrange for a verification of the measuring equipment at its acceptance point by a calibration authority or a state-recognised test centre within the meaning of § 40 Para. 3 of the Measuring and Verification Act (Mess- und Eichgesetz). The customer shall only be responsible for the costs of the subsequent inspection if the limits for traffic errors under calibration law are not exceeded.
- 4.4. If a subsequent inspection of the measuring equipment reveals that the legal calibration error limits have been exceeded or if errors are found in the determination of the invoice amount (e.g. also in the case of an invoice based on incorrect measured values), the excess or undercharged amount shall be refunded or retrospectively paid without delay or offset against the next advance payment. Claims under this clause shall be limited to the reading period preceding the determination of the error, unless the effect of the error can be determined over a longer period; in this case the claim shall be limited to a maximum of three years.
- 4.5. If the contractual prices change during the invoicing period, the basic price shall be adjusted exactly to the day and the work prices shall be invoiced pro invoice period. Lition Energie GmbH shall adjust the instalment payments incurred after the price change accordingly.

5. Terms of payment / Default of payment / Refusal of payment / Set-off

- 5.1. All invoice amounts are due one week after receipt of the invoice, instalments at the time determined by Lition Energie GmbH at its reasonable discretion (§ 315 BGB) and are to be paid without deduction by direct debit or by standing order or bank transfer.
- 5.2. If the customer is in default of payment, Lition Energie GmbH may take appropriate measures to enforce its claim; if Lition Energie GmbH requests payment again, Lition Energie GmbH shall invoice the customer for the costs incurred thereby on a flat-rate basis in accordance with Section 17. If the customer causes an unsuccessful direct debit (e.g. by underfunding his account), Lition Energie GmbH will invoice the customer for the actual costs incurred as a result in accordance with Item 16. At the customer's request, the respective calculation basis must be proven; the flat-rate calculation must be easily comprehensible and must not exceed the damage to be expected according to the normal course of things.
- 5.3. Objections to invoices shall only entitle the customer to postpone or refuse payment if there is a serious possibility of an obvious error, or if the consumption stated in an invoice is more than twice as high as the comparable consumption in the previous accounting period for no apparent reason and the customer demands an inspection of the measuring equipment and as long as the inspection does not establish the proper function of the measuring equipment. Rights of the customer according to § 315 BGB remain unaffected.
- 5.4. Lition Energie GmbH may only offset claims against undisputed or legally established counterclaims. This does not apply to claims of the customer against the supplier due to complete or partial non-fulfilment or defective fulfilment of the delivery obligation.

6. Advance payment

- 6.1. Lition Energie GmbH may demand a monthly advance payment of an appropriate amount from the customer if the customer is in arrears with a not insignificant payment under the contract, if the customer repeatedly falls into arrears with payment within a period of twelve months or in other justified cases. If an advance payment is requested, the customer must be informed of the beginning, amount and the prerequisites for its discontinuation. The advance payment is due at the earliest at the start of delivery. The amount of the advance payment of the customer corresponds to the payments to be made for a period of up to two delivery months. For the prepayment period it is determined from the average consumption of the preceding billing period and the current contract price or - if no preceding billing period exists - from the average consumption of comparable customers and the current contract price. If the customer can credibly demonstrate that his consumption is considerably lower, this must be taken into account appropriately. The advance payment will be offset against the next payment to be made by the customer under the contract. If such an invoice is issued and the prerequisites for an advance payment continue to exist, the customer is obliged to pay the invoiced amount immediately after the invoice as a new advance payment.
- 6.2. Instead of demanding an advance payment, Lition Energie GmbH may set up and operate a prepayment system (e.g. cash or chip card counter) at the customer's premises.

7. Prices and price components / Future taxes, duties / Price Adjustment/Limited Price Guarantee

- 7.1. The price shall consist of a basic price and a consumption-dependent working price. The price shall be calculated on the basis of the costs incurred in supplying all customers under this tariff. It includes the following costs: costs for energy procurement and distribution, the costs for measuring point operation - if incurred pursuant to section 7.2., the charges resulting from the Renewable Energy Sources Act (EEG), the grid charge to be paid to the grid operator, the levy levied by the grid operator pursuant to the Combined Heat and Power Act

- obliged to pay further withdrawals at its previous withdrawal point, for which Lition Energie GmbH is liable to the local grid operator and for which it is not entitled to demand payment from any other customer, in accordance with the prices of the contract. The obligation of the supplier to immediately deregister the previous extraction point and the supplier's claims for lost profit due to non-delivery or delayed delivery to the new extraction point remain unaffected.
- 11.5. Lition Energie GmbH shall be entitled to transfer the rights and obligations arising from the contract as a whole to a third party capable of providing personnel, technical and economic services. A transfer in accordance with sentence 1 must be notified to the customer in good time in advance. In this case, the customer has the right to terminate the contract without notice at the time the transfer takes effect. The customer shall be informed of this separately by the supplier in the notification. The right to assign claims according to § 398 BGB (German Civil Code) as well as a legal succession, especially in the case of transfers within the meaning of the Transformation Act, shall remain unaffected by this item 11.5.
- 12. "Lition Ökostrommix", Customer's right of choice**
- 12.1. If the customer does not exercise his right to choose an energy producer, Lition Energie GmbH will choose another energy producer which offers the same or a lower price or will switch the customer to the tariff mix "Lition Ökostrom" at a lower price.
- 12.2. If the customer does not exercise his right to choose the energy producer, Lition Energie GmbH will determine the cheapest energy producer on the trading platform on a daily basis and supply and bill the customer at the price stated therein until the customer exercises his right to choose. If several customers do not make use of their right to the choice of the energy producer, the Lition Energie GmbH will likewise daily determine the most favorable energy producer in each case on the commercial platform and will supply and account for the individual customer at the price indicated there so long, until the individual customer makes use of its right to choose. Should Lition Energie GmbH not be able to procure the total amount of energy required by the customers from the cheapest energy producer or its EEG direct marketer on a daily basis or not be able to procure it in full, it will include the next cheapest energy producer on the trading platform in the procurement until all customers can be supplied. In this case, Lition Energie GmbH will supply and bill the customers at the average price calculated from the individual prices of the cheapest energy producers. As soon as no energy producer or the average price of several energy producers is more favorable than the tariff "Lition Ökostrommix", the Lition Energie GmbH will supply and account for the contractually agreed prices of the tariff "Lition Ökostrommix".
- 12.3. Electricity labelling pursuant to section 42 EnWG for electricity supplied pursuant to paragraphs 1 and 2 shall be carried out in accordance with the statutory provisions, in particular with regard to quantities of electricity from power plants subsidized under the Renewable Energy Sources Act (EEG) and with regard to the provisions of section 78 EEG. The customer is aware that Lition Energie GmbH is unable to procure electricity with the property "electricity from renewable energies" from a power plant whose electricity generation is subsidized under the Renewable Energy Sources Act (EEG) or from its EEG direct marketing company due to statutory requirements and is unable to supply the customer with electricity, but that the property of the electricity as "electricity from renewable energies" is verified to the customer in accordance with statutory requirements, in particular by means of proof of origin (HKN).
- 13. Data protection / Data exchange with credit agencies / Right of objection**
- 13.1. The person responsible for processing personal data within the meaning of the Basic Data Protection Regulation (DSGVO) is: Lition Energie GmbH, Kurfürstendamm 21, 10719 Berlin. The e-mail address is datenschutz@lition.de.
- 13.2. The data protection officer of the supplier is available to the customer for any questions regarding the processing of his personal data at datenschutzbeauftragter@lition.de.
- 13.3. Lition Energie GmbH processes the customer's personal data (in particular the customer's details in connection with the conclusion of the contract) for the purpose of establishing, executing and terminating the energy supply contract as well as for the purpose of direct advertising and market research in accordance with the relevant provisions of data protection law (e.g. the Federal Data Protection Act (BDSG), in particular § 31 BDSG), the Measuring Point Operating Act (MsbG) and on the basis of the Basic Data Protection Ordinance (DSGVO), in particular Art. 6 Para. 1 lit. b) and f). For the purpose of deciding on the establishment, execution or termination of an energy supply contract, Lition Energie GmbH processes probability values for the future payment behaviour of the customer (so-called creditworthiness scoring); the calculation of the probability values takes into account, among other things, the address data of the customer. Lition Energie GmbH also reserves the right to transmit personal data on claims against the customer to credit agencies if the requirements of § 31 BDSG, Art. 6 lit. b) or f) DSGVO are met.
- 13.4. Any disclosure of the Customer's personal data - within the scope of the purposes stated in Section 13.3 - shall be made exclusively to the following recipients or categories of recipients: (1) BAS Kundenservice GmbH & Co. KG, Prenzlauer Promenade 28, 13089 Berlin with affiliated group companies, (2) eg factory GmbH, Straße der Nationen 12, 09111 Chemnitz, (3) powercloud GmbH, Hänferstraße 35, 77855 Achern, (4) MailChimp, a product of Georgia, USA-based company The Rocket Science Group, LLC d/b/a, (5) the customer's responsible network operator, (6) the customer's previous energy supplier, (7) the customer's chosen power plants according to the customer's requirements, (8) the customer's existing power plant operator, (9) the customer's previous energy supplier, (10) the customer's selected power plants according to the customer's requirements. (7) the customer's chosen power plants according to §12, (8) Lition's registered sales partner who referred the customer (only in case of referral), as well as the credit agencies (9) CRIF Bürgel GmbH, Radlkoferstraße 2, 81373 Munich and (10) Creditre-form Boniversum GmbH, Hellersbergstraße 11, 41460 Neuss.
- 13.5. The customer's personal data shall be stored for the purpose of establishing, implementing and terminating an energy supply contract and for compliance with the statutory archiving and storage obligations (e.g. § 257 HGB, § 147 AO) for as long as this is necessary for the fulfilment of these purposes. For the purpose of direct advertising and market research, the personal data of the customer shall be stored for as long as there is a predominant legal interest of the supplier in the processing in accordance with the relevant legal provisions, but for no longer than two years after the end of the contract.
- 13.6. The customer shall have the right to information, correction, deletion, restriction of processing and data transfer from the Supplier in accordance with the relevant statutory provisions, in particular Articles 15 to 20 DSGVO.
- 13.7. The customer may at any time object to the processing of its data by the supplier for the purposes of direct advertising and/or market research; furthermore, telephone advertising by the supplier shall only be carried out with the prior express consent of the customer.
- 13.8. The customer has the right to complain to the competent supervisory authority if he is of the opinion that the processing of his personal data violates data protection regulations.
- 14. Information on maintenance services and charges / Change of supplier**
- 14.1. Up-to-date information on maintenance services and charges is available from the local network operator.
- 14.2. A change of supplier shall be swift and free of charge. After the change, Lition Energie GmbH is obliged to inform the new supplier of the relevant consumption of the comparable period of the previous year. If Lition Energie GmbH cannot determine the consumption for reasons for which it is not responsible, the estimated consumption must be stated.
- 15. Dispute settlement procedure**
- 15.1. Energy supply companies and metering point operators (companies) shall be obliged to respond to complaints from consumers within the meaning of § 13 BGB (consumers) in particular regarding the conclusion of contracts or the quality of services provided by the company (consumer complaints) concerning connection to the supply network, the supply of energy and the measurement of energy within a period of four weeks from receipt by the company in accordance with § 111a EnWG. Consumer complaints are to be addressed to: beschwerde@lition.de, 030/325 000 00 or Lition Energie GmbH, Kurfürstendamm 21, 10719 Berlin.
- 15.2. A consumer shall be entitled to refer the dispute resolution body Energie e. V. to a third party. (conciliation body) in accordance with § 111b EnWG to conduct conciliation proceedings if the company has not remedied the complaint within the processing period or has declared that it will not remedy the complaint. § 14 (5) CDB Act remains unaffected. The company is obliged to participate in the proceedings before the conciliation body. The submission of a complaint to the conciliation body suspends the statutory limitation period pursuant to § 204 (1) no. 4 BGB. The right of the parties to appeal to the courts or to apply for other proceedings remains unaffected.
- 15.3. The contact details of the conciliation body are currently: Schlichtungsstelle Energie e.V., Friedrichstraße 133, 10117 Berlin, Germany, telephone: 030/2757240-0, fax: 030/2757240-69, e-mail: info@schlichtungsstelle-energie.de, homepage: www.schlichtungsstelle-energie.de.
- 15.4. General information on consumer rights is available from the Consumer Service of the Federal Network Agency for Electricity and Gas, P.O. Box 8001, 53105 Bonn, Germany, telephone: 030/22480-500 or 01805/101000, fax: 030/22480-323, e-mail: verbraucherservice-energie@bnetza.de.
- 15.5. Consumers have the opportunity to obtain free assistance for lodging a consumer complaint regarding an online sales contract or online service contract via the European Union's Online Dispute Resolution Platform (OS Platform), as well as information on procedures at consumer mediation bodies in the European Union. The OS platform can be accessed via the following link: <http://ec.europa.eu/consumers/odr/>.
- 16. General information in accordance with the Energy Services Act**
- In connection with a more efficient use of energy by end customers, the Federal Office for Energy Efficiency keeps a list of energy service providers, energy audit providers and energy efficiency measure providers. Further information on the so-called supplier list and the suppliers themselves can be found at www.bfee-online.de. They can inform themselves besides with the German energy agency about the topic energy efficiency comprehensively. Further information can be found under www.energieeffizienz-online.info.
- 17. Flat-rate costs**
- | | net / gross |
|---|-------------|
| Dunning costs 1st reminder letter (5.2) | € 0,00 |
| Dunning costs 2nd and 3rd reminder letter (5.2), each. | € 1,00 |
| Costs for unsuccessful direct debits (4.2) | |
- In the case of returned direct debits, the customer shall bear the resulting fees of the banking institution of the customer and the bank of Lition Energie GmbH.
- There is currently no value added tax liability for reminder fees.
- 18. "Refer a Friend" Campaign**
- 18.1. Basic terms
The "Refer a Friend" program ("Program") will be offered to all existing customers by Lition Energie GmbH ("Lition") in a limited period from March 1, 2019 to December 31, 2020. Lition reserves the right to extend the subscription period at any time. The program is offered by Lition as a courtesy. It does not create any legal obligations that could be enforced in court. Lition may suspend, terminate or change the terms and conditions of the Program at any time for any reason, including, but not limited to, the amount of the Referral Bonus (the "Bonus"), geographic or time availability, or the ability of a customer to participate in the Program. If a customer violates the terms of the Program, Lition may refuse to pay a Reward or reverse a Reward that has already been paid to the customer's account. The Program Participants, i.e. the existing Lition Customer who sends the Referral to his/her friend ("Existing Customer") and the Invited Friend ("Invited Friend"), must be two different natural persons who are at least 18 years of age and live in countries where Lition offers its services. The bonus will only be paid once per invited friend to the existing customer once the criteria set out in Articles 2 and 3 have been met.
- 18.2. Conditions for eligibility for the referral bonus
The existing Lition customer submits their personal referral code (the "Referral Code") or the personal referral link (the "Referral Link") that they receive through the Lition Web site (<https://lition.de>), the Lition customer portal (<https://kundenportal.lition.de>), or through Lition's email communication. The existing Lition customer can begin to share the referral code or referral link once they have received the order confirmation for their Lition contract. The invited friend concludes a Lition Power Supply Agreement via the Lition website by clicking on the referral link or entering the referral code in the registration form.

The invited friend will receive a delivery confirmation for their Lition contract.

The existing customer will receive a notification from Lition by email as soon as an invited friend has received a delivery confirmation.

The actual amount of the bonus will depend on the amount that was valid at the time the invited friend registered and displayed on the Lition website (<https://lition.de>) and on the Lition customer portal (<https://kundenportal.lition.de>). The bonus will be paid in local currency.

The premium will be paid out in accordance with the conditions set out in Section 18.3.

18.3. Payment conditions for the referral bonus

(1) The invited customer was supplied with electricity for at least 90 days via the Lition electricity supply contract, during the conclusion of which he used the referral code or referral link. (2) The existing customer has been supplied with electricity for at least 90 days via a Lition electricity supply contract.

(3) The existing customer has at least one active Lition electricity supply contract, which he has not terminated. (4) The existing customer has provided Lition with an account (IBAN) for an account with a bank in a country where Lition offers its services (currently: Germany) to which Lition can transfer the referral bonus. Lition reserves the right to only accept account details which the existing customer has stored in his customer portal and thus transmitted to Lition. If the existing customer participates in the direct debit procedure for the contract payments to Lition (e.g. monthly discount), Lition will transfer the referral bonus to the same account.

Other methods of payment of the referral bonus in addition to transfer to an account in the above payment area are not possible. The beneficiary has no claim to payment of the referral bonus in any other way. Lition reserves the right to transfer the referral bonus to the bank account provided by the customer within 14 days of meeting the above criteria. Lition also reserves the right to bundle several referral bonuses to a single existing customer and pay them out in total. In the event that the existing customer does not notify Lition of a valid account relationship that meets the above conditions, Lition reserves the right to forfeit the referral bonus after one year.

18.4. Limitations

Lition will only consider one electricity supply contract per invited friend for a referral bonus, i.e. the existing customer cannot receive multiple awards for multiple electricity supply contracts of a single invited customer.

Each invited friend can use a referral code or link only once to open a Lition account.

The invited friend cannot combine multiple referral codes or referral links from different existing Lition customers when signing up with Lition.

18.5. Additional Terms and Conditions

Lition reserves the right to suspend accounts or charge back awards if Lition discovers any activity that is abusive, fraudulent, or in violation of the terms of the program or Lition's terms and conditions.

18.6. Changes to these Conditions

Lition may change these terms at any time without notice. If Lition changes these terms, it will post the changed terms on the Lition website (<https://lition.de>) or on the Lition customer portal (<https://kundenportal.lition.de>). The changes will be effective upon posting.

19. New customer bonus/Promotion codes

19.1. Lition Energie GmbH may provide promotion codes for the registration of new customers in selected periods. The period of validity of each promotion code is determined by Lition Energie GmbH. The amount of the associated new customer bonus may vary depending on the promotion code.

19.2. Unless otherwise agreed, the payment of a new customer bonus will be made by way of offsetting against the first annual invoice at the end of the first 12 months delivery period. If the delivery period is less than 12 months, there is no entitlement to a payout.

20. Final terms

20.1. These conditions are final. Verbal ancillary agreements do not exist.

20.2. Should individual provisions of the contract be or become invalid or unenforceable, the remainder of the contract shall remain unaffected.