

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

1. Conclusion of contract / Start of delivery

The contract is concluded by confirmation by Litium Energie GmbH in text form stating the expected start of delivery. Delivery shall not take place before expiry of the revocation period of the customer in accordance with §§ 355 Para. 2, 356 Para. 2 No. 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.

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

- 2.1. Litium 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, Litium 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. Litium 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 Litium Energie GmbH shall remain unaffected in the event that Litium Energie GmbH is at fault for the interruption.

3. Terms and periods of notice

- 3.1. If no initial term has been agreed in the order, the customer may terminate the contract at any time with 28 days' notice in writing.
- 3.2. If 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 in each case if it has not been terminated in text form with a notice period of 28 days to the end of the term.

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 Litium Energie GmbH requires the customer to read the data himself, Litium 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 Litium 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, Litium 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. Litium Energie GmbH may demand monthly instalments from the customer. Litium 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.
- 4.3. At the end of each agreed billing period (contract term) and at the end of the delivery relationship, Litium 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.
- 4.4. The customer may at any time request Litium 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.
- 4.5. 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.

- 4.6. 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. Litium 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 two weeks after receipt of the invoice, instalments at the time determined by Litium 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, Litium Energie GmbH may take appropriate measures to enforce its claim; if Litium Energie GmbH requests payment again, Litium 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), Litium 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. Litium 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. Litium 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, Litium 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, levies and other sovereign charges / Price adjustment at equitable discretion

- 7.1. The price shall consist of a basic price and a consumption-dependent labour price. It includes the following costs: costs for energy procurement and distribution, the grid fee to be paid to the grid operator, the electricity tax and the concession fees. In addition, Litium Energie GmbH offers the customer the option of purchasing energy either from the energy producers represented on the trading platform of Litium Energie GmbH or from the cheapest energy producer represented on the trading platform of Litium Energie GmbH. If the customer chooses the energy producer, the price shall be increased by the amount indicated on the trading platform for the selected energy producer.
- 7.2. The price in accordance with Item 7.1 shall be further increased by the charge to be paid by the Supplier to the responsible network operator for the operation of metering points with measuring equipment and measuring systems in the respective applicable amount. The grid operator shall calculate this charge on 1st January of a calendar year on the basis of the upper revenue limit set by the competent regulatory authority in accordance with Section 21a EnWG in conjunction with the Incentive Regulation Ordinance (ARegV), the Electricity Grid Charges Ordinance (StromNEV) and other provisions of the EnWG and

- adjusted in each case on 1 January of a calendar year in accordance with Section 4 ARegV. Lition Energie GmbH calculates the fees to be paid by the customer within the framework of monthly instalments or settlements at 1/12 of the annual fees.
- 7.3. If a market location of the customer supplied by Lition Energie GmbH in accordance with this contract is or is equipped with an intelligent measuring system or a modern measuring device within the meaning of the MsbG, the price increase in accordance with Item 7.2 for this market location shall not apply. In this case, the customer owes the metering point operating fee to the metering point operator in accordance with the provisions of the MsbG, unless Lition Energie GmbH is obliged to pay the metering point operating fee to the metering point operator in accordance with section 7.4.
 - 7.4. If Lition Energie GmbH is obliged instead of the customer by a contractual, statutory or regulatory regulation to pay to the measuring point operator the fees for the operation of measuring points with intelligent measuring systems or modern measuring equipment for supplied market locations of the customer, the price pursuant to Item 7.1 shall be increased by these fees in the amount published in each case by the measuring point operator responsible for the site. Lition Energie GmbH shall inform the customer of these charges and of the circumstances in which the prices pursuant to Item 7.1 are increased by these charges, to the extent and as soon as the customer becomes aware of these circumstances. Lition Energie GmbH shall be entitled to enter into agreements with the metering point operators responsible for the ground to settle the charges for metering point operation with intelligent metering systems and modern metering equipment, according to which the metering point operator responsible for the ground charges Lition Energie GmbH, insofar as Lition Energie GmbH ensures that additional claims against the customer for these charges by the metering point operator responsible for the ground are excluded. Section 7.2 sentence 4 shall apply accordingly.
 - 7.5. The price pursuant to Item 7.1 shall be increased by the EEG levy to be paid by Lition Energie GmbH to the responsible transmission grid operator pursuant to Section 60 (1) of the Renewable Energy Sources Act (EEG) in conjunction with the Renewable Energy Sources Ordinance (EEV) in the amount applicable from time to time. The EEG levy is used to offset costs incurred by transmission system operators as a result of handling the statutory requirements for the promotion of electricity generation from renewable energy sources. The EEG levy for the following calendar year is published on the Internet by the transmission grid operators by 15 October of each calendar year (currently: www.netztransparenz.de) and is expressed in cents per kilowatt hour delivered to end consumers. The EEG levy for the 2019 calendar year is 6.405 cents per kWh.
 - 7.6. Furthermore, the price pursuant to subsection 7.1 shall be increased by the surcharges levied by the grid operator responsible on the supplier to supply the customer on the basis of grid usage in accordance with the Act on the Maintenance, Modernization and Expansion of Combined Heat and Power Generation (Combined Heat and Power Act - KWKG) - currently pursuant to section 26 KWKG - in the respective applicable amount (CHP levy). The CHP levy offsets the costs incurred by the transmission system operators in meeting the statutory requirements to promote electricity generation from highly efficient cogeneration plants and to promote the expansion of heating and cooling networks. The CHP levy is determined by the transmission system operators on the basis of a forecast published on the website of the transmission system operators (currently: www.netztransparenz.de) by 25 October each year for the following calendar year and in accordance with the provisions of the KWKG. The amount of the CHP levy in the calendar year 2019 is 0.280 cents per kWh.
 - 7.7. The price pursuant to Subclause 7.1 shall be increased by the levy pursuant to section 19(2) of the Strom-NEV (section 19-StromNEV levy) levied by the supplier on the responsible grid operator and determined annually by the transmission grid operators for the following calendar year, which is due to the use of the grid to supply the customer, up to the applicable amount. The 19-StromNEV levy is used to offset costs incurred by transmission system operators as a result of their obligation to reimburse downstream network operators for revenues lost because they have to offer reduced network charges to certain end consumers with atypical consumption patterns or particularly high electricity consumption pursuant to 19 (2) StromNEV. The amount of the § 19 StromNEV levy according to the publication of the transmission grid operators (currently: www.netztransparenz.de) for the calendar year 2019 is 0.305 cents per kWh for annual consumption quantities up to 1,000,000 kWh.
 - 7.8. Furthermore, the price pursuant to subsection 7.1 shall be increased by the offshore liability levy pursuant to section 17 f (5) EnWG levied by the responsible grid operator on the supplier, which is incurred for supplying the customer on the basis of the grid usage, in the respectively applicable amount. The offshore liability levy compensates part of the costs incurred by the transmission system operators for compensation payments in accordance with section 17e EnWG to operators of operational offshore wind turbines as a result of disruptions or delays in the grid connection of these turbines. It is levied as a surcharge on the grid fees and allocated to the final consumers in cents per kilowatt hour consumed. For electricity purchases from the grid for general supply at a point of consumption up to 1,000,000 kilowatt hours per year, the grid charge for final consumers may currently increase by a maximum of 0.25 cents per kilowatt hour as a result of the levy. The transmission system operators are obliged to publish on the Internet (currently: www.netztransparenz.de) no later than 15 October of each year for the following calendar year the surcharges on the grid fees required for load balancing and the relevant data for calculation purposes. The offshore liability levy for the 2019 calendar year is 0.416 cents per kWh for annual consumption quantities up to 1,000,000 kWh.
 - 7.9. The price pursuant to Subclause 7.1 shall be additionally increased by the levy (abLa levy) levied by the supplier on the basis of section 18(1) of the Ordinance on Switchable Loads (AbLaV) and determined annually by the transmission system operators for the respective following calendar year by the responsible grid operator on the basis of the grid usage for supplying the customer, in the respective applicable amount. The abLa levy compensates costs incurred by the transmission system operators for payments to operators of certain installations for the consumption of electrical energy, the output of which can be reduced at the request of the transmission system operators in order to maintain grid and system stability. The abLa levy as published by the transmission system operators (currently: www.netztransparenz.de) amounts to 0.005 cents per kWh for the calendar year 2019.
 - 7.10. If the supply or distribution of electrical energy is subject to additional taxes or levies after conclusion of the contract which are not mentioned in clauses 7.1 to 7.9 and 7.11, the price according to clause 7.1 shall be increased by the additional costs arising therefrom in the respective applicable amount. Sentence 1 shall apply mutatis mutandis if the supply or distribution of electrical energy after conclusion of the contract is subject to a generally binding sovereign charge (i.e. no fines or similar), insofar as this has a direct influence on the costs of the services owed under this contract. In the case of refunds (e.g. in the form of negative allocations), the passing on of the respective applicable amount in accordance with sentences 1 and 2 leads to a corresponding price reduction. Further invoicing shall not take place if the additional costs were already foreseeable at the time of conclusion of the contract in terms of their amount and time of occurrence or if the respective statutory provision precludes further invoicing. Further invoicing is limited to the additional costs that can be allocated to the individual contractual relationship (e.g. per capita or per consumption) in accordance with the sense and purpose of the statutory provision. Further invoicing shall take place from the time at which the additional costs are incurred. The customer shall be informed of such further invoicing in text form no later than six weeks before the planned date on which it takes effect. In this case, the customer shall have the right to terminate the contract without notice at the time of the further invoicing taking effect.
 - 7.11. In addition, the price pursuant to Clause 7.1 and the price components separately passed on to the customer pursuant to Clauses 7.2 to 7.9 (charges for metering point operation, EEG levy, CHP levy, § 19-StromNEV levy, offshore liability levy and abLa levy) as well as any future taxes, duties and other sovereign charges pursuant to Clause 7 shall apply.10 (statutory standard rate pursuant to § 12 (1) UStG currently: 19 %).
 - 7.12. Lition Energie GmbH shall inform the customer of the applicable amount of a price component to be paid in accordance with sections 7.2 to 7.11 on request.
 - 7.13. Lition Energie GmbH is obliged to pay the prices according to section 7.1 - not against the separately applicable price components passed on to the customer according to sections 7.2 to 7.9 and 7.11 (Fees for metering point operation, EEG levy, CHP surcharges, § 19-StromNEV levy, offshore liability levy, abLa levy and turnover tax) as well as any future taxes, levies and other charges imposed by public authorities in accordance with Item 7.10 - by unilateral performance determination in accordance with § 315 BGB (increases or reductions). The reason for such a price adjustment is exclusively a change in the costs specified in subsection 7.1. Lition Energie GmbH shall continuously monitor the development of these costs. The scope of a price adjustment shall be limited to the change in the costs pursuant to Item 7.1 since the respective preceding price adjustment pursuant to this Item 7.13 or - if no price adjustment has yet been made pursuant to this Item 7.13 - since the conclusion of the contract until the planned effective date of the current price adjustment. Cost increases and cost reductions shall be offset against each other in each price adjustment. The Supplier's unilateral determination of performance at equitable discretion shall also apply to the respective points in time of a price adjustment; these shall be selected in such a way that cost reductions are not taken into account according to more unfavorable standards for the Customer than cost increases, i.e. cost reductions are price-effective at least to the same extent as cost increases. Pursuant to § 315 para. 3 BGB (German Civil Code), the customer has the right to have the exercise of the supplier's reasonable discretion reviewed by a court. Changes of the prices according to this clause are only possible for the first month. Price adjustments shall only become effective if Lition Energie GmbH notifies the customer of the changes in text form no later than six weeks before the planned changes take effect. In this case, the customer has the right to terminate the contract without notice at the time the price adjustment takes effect. The customer shall be informed of this separately by the supplier in the notification.
 - 7.14. Information on current products and tariffs can be obtained by the customer under Tel. No. 030 / 325 000 00 or on the Internet at www.lition.de.
- 8. Changes of the contract and these conditions**
- The provisions of the contract and these conditions are based on the legal and other framework conditions at the time the contract is concluded (e.g. EnWG, StromGVV, StromNZV, MsbG, supreme court rulings, decisions of the Federal Network Agency). The contractual equivalence relationship may be disturbed to a not insignificant extent after conclusion of the contract by unforeseeable changes to the legal or other framework conditions (e.g. by changes to the law, provided that their concrete content was not already foreseeable - e.g. in the phase between the conclusion of the formal legislative procedure and its entry into force), which Lition Energie GmbH does not initiate and over which it also has no influence. Likewise, a gap in the contract and/or these terms and conditions that has arisen after conclusion of the contract can cause not inconsiderable difficulties in the implementation of the contract (e.g. if the court declares a clause invalid), which can only be remedied by an adjustment or amendment. In such cases, Lition Energie GmbH is obliged to adjust and/or supplement the contract and these conditions - with the exception of prices - without delay to the extent that the restoration of the equivalence between performance and consideration and/or the compensation of any gaps in the contract that have arisen makes it necessary to reasonably continue and implement the contractual relationship (e.g. in the absence of statutory transitional provisions). Adjustments to the contract and to these conditions in accordance with this clause shall only be possible on the first day of the month. The adjustment shall only become effective if Lition Energie GmbH notifies the customer of the adjustment in writing no later than six weeks before the planned effective date. In this case, the customer has the right to terminate the contract without notice at the time the contract adjustment takes effect. The customer shall be informed of this separately by the supplier in the notification.
- 9. Suspension of delivery / Termination without notice**
- 9.1. Lition Energie GmbH shall be entitled to immediately suspend delivery and have the responsible grid operator interrupt connection use or terminate the energy supply contract for an important reason if the customer culpably uses electricity to a not inconsiderable extent by circumventing, influencing or installing the measuring equipment ("electricity theft") and the interruption is necessary to prevent further unauthorized energy extraction.
 - 9.2. If the customer is in default of payment of at least € 100.00, including dunning and collection costs, Lition Energie GmbH shall also be entitled to terminate the energy supply contract for good cause or to suspend the delivery and to

have the connection use interrupted by the responsible network operator. For the calculation of the minimum amount, claims which are not legally enforceable and which the customer has conclusively objected to, or which are not yet due because of an agreement between the supplier and the customer, or which result from a disputed price increase by the supplier which has not yet been legally decided, shall not be taken into consideration. The interruption shall not take place if the consequences of the interruption are disproportionate to the severity of the delay in payment or if the customer demonstrates that there is sufficient prospect that he will meet his obligations in full. The customer shall be threatened with the interruption at the latest four weeks in advance and shall be notified of the commissioning of the network operator with the interruption of connection use three working days in advance, stating the time at which the order was placed. Lition Energie GmbH shall instruct the grid operator to interrupt connection usage at the time specified in the announcement, for which the grid operator has six further working days in accordance with the provisions of the standard grid usage contract for electricity. The customer shall inform the supplier immediately of any special features that are imperative for an interruption.

- 9.3. The costs of the interruption and the restoration of the supply shall be reimbursed by the customer. Lition Energie GmbH shall invoice the customer for the resulting costs at a flat rate in accordance with section 17. At the request of the customer, the basis of calculation must be proven; the flat-rate calculation must be easily comprehensible and may not exceed the damage to be expected according to the normal course of events. The customer shall also be entitled to prove that such costs have not been incurred or are significantly lower than the lump-sum amount. Delivery shall be restored immediately if the reasons for the interruption no longer apply and the costs of the interruption and restoration have been paid; if no cash payment has been made, the customer shall be at liberty to pay the costs of the interruption and restoration immediately by bank transfer in order to shorten the interruption period, even if a direct debit authorization has been granted.
- 9.4. The contract may be terminated for good cause without notice and delivery may be suspended. In the latter case, the customer must be threatened with termination at least two weeks in advance; the termination shall not take place in this case if the consequences of the termination are disproportionate to the severity of the delay in payment or if the customer demonstrates that there is sufficient prospect that he will meet his obligations in full.
- 9.5. Good cause shall also exist if enforcement proceedings have been instituted against all or a substantial part of the assets of the other parties.
- 9.6. In addition, Lition Energie GmbH is entitled to extraordinarily terminate this contract if negative information concerning the customer is available from SCHUFA or Creditreform, in particular on the following points: unsuccessful execution, unsuccessful seizure, affirmation in lieu of an oath regarding the assets, discharge of residual debt.

10. Liability

- 10.1. Claims for damages due to interruption or irregularities in the electricity supply must be asserted against the grid operator (§ 18 NAV), insofar as these are the consequences of a disruption in the grid operation including the grid connection.
- 10.2. Lition Energie GmbH shall immediately provide information on the facts connected with the cause of the damage if they are known to it or can be reasonably clarified by it and if the customer wishes so.
- 10.3. In all other liability cases, the liability of the parties and their vicarious agents for culpably caused damage is excluded, unless the damage was caused by intent or gross negligence; this does not apply to damage resulting from injury to life, body or health, or the culpable breach of material contractual obligations, i.e. such obligations the fulfillment of which is essential for the proper execution of the contract and the observance of which the contractual partner may regularly rely on (so-called cardinal obligations).
- 10.4. In the event of a breach of essential contractual obligations which is not based on intent or gross negligence, liability shall be limited to the damage which the liable party foresaw as a possible consequence of the breach of contract at the time of conclusion of the contract or which it should have foreseen taking into account the circumstances which it knew or should have known.
- 10.5. The provisions of the Product Liability Act shall remain unaffected.

11. Move / Transfer of the contract

- 11.1. The customer is obliged to inform the supplier of each move immediately, at the latest however within a period of one month after the move, stating the date of the move, the new address and the new electricity meter number in text form.
- 11.2. Lition Energie GmbH will continue to deliver to the customer at the new point of withdrawal on the basis of this contract, unless there is a case according to clause 11.3. Delivery at the time of moving requires that the customer has informed the supplier of the moving date in good time
- 11.3. A relocation of the customer terminates the supply contract at the time of the relocation date communicated by the customer if the customer moves from the territory of the previous network operator to the territory of another network operator.
- 11.4. If the customer fails to notify Lition Energie GmbH in accordance with section 11.1 for reasons for which the customer is responsible, and if the supplier does not otherwise become aware of the fact of the move, the customer shall be 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 energy 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, Am Hamburger Bahnhof 3, 10557 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. A disclosure of the personal data of the customer takes place - within the framework of the purposes mentioned in section 13.3 - exclusively towards the following recipients or categories of recipients: (1) BAS Kundenservice GmbH & Co. KG, Prenzlauer Promenade 28, 13089 Berlin with affiliated group companies, (2) powercloud GmbH, Hänferstraße 35, 77855 Achem, (3) Mail-Chimp, a product of Georgia, USA-based company The Rocket Science Group, LLC d/b/a, (4) the responsible network operator of the customer, (5) the previous energy supplier of the customer, (6) the desired power plants selected by the customer in accordance with Section §12, (7) the distribution partner registered by Lition who referred the respective customer (only in case of mediation), as well as the credit agencies, (8) creditPass GmbH, Mehlbeerenstr. 2, 82024 Taufkirchen near Munich and (9) CRIF Bürgel GmbH, Radlkofenstraße 2, 81373 Munich, (10) Creditreform Boniversum GmbH, Hellersbergstraße 11, 41460 Neuss and EnerMeXX GmbH, An der Osterwiese 3, 34359 Reinhardshagen.
- 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, Am Hamburger Bahnhof 3, 10557 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.

The gross amounts stated include VAT at the statutory rate (currently 19 %); if no gross amount is stated, there is currently no obligation to pay VAT.

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 amount of the bonus and the first names of the invited friends are displayed in the customer portal of the existing customer. 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

We reserve the right to suspend accounts or charge back bonuses if we discover any activity that we believe to be abusive or fraudulent or that violates the terms of the Program or Lition's Terms and Conditions. We reserve the right, at our sole discretion, to review and investigate any referral activity and to disable any referrals and make changes to them as we deem fair and reasonable.

Recommendations initiated by friends who are still pending after one year will be deleted.

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. Final terms

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

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