

Elektrilevi OÜ's network contract standard terms at low voltage up to 63 A

Valid from 1 January 2023

1. GENERAL PROVISIONS

1.1 Elektrilevi OÜ's (hereinafter: network operator or party) network contract standard terms at low voltage up to 63 A (hereinafter: standard terms) regulate the provision of network services by the network operator to the small consumer (hereinafter: buyer or party) at low voltage connection point with transmission capacity of up to 63 A (included) and the sale of distributed network service.

1.2 The standard terms do not regulate the sale of electricity to the buyer.

1.3 The standard terms apply to the network contracts that are valid at the time the network contracts to be concluded and the standard terms (hereinafter jointly referred to as network contract) take effect, regardless of whether the standard terms have actually been attached to the network contract. The standard terms form an integral part of the network contract. The network operator ensures the availability of standard terms and conditions on its website and service offices.

1.4 The network operator's price lists valid at any time form an integral part of the network contract, regardless of whether the price list has actually been attached to the network contract.

1.5 The network operator may perform the obligations provided for in the network contract by themselves or use third parties to perform the obligations. The person designated by the network operator is authorised to perform the obligations and exercise the rights of the network operator in their own name and at their expense. By signing the network contract, the buyer confirms his / her consent to such a transfer of the network operator's obligations and rights, and the willingness to be responsible for the performance of his or her obligations to either the network operator or a third party appointed by them.

1.6 By signing the network contract, the buyer has confirmed of having examined the content of the network contract, including the standard terms and the price list, understanding its content, and agreeing to the network contract.

1.7 If the buyer uses a power-generating installation (unless it is a micro-generating or nano-generating installation) which is connected to a connection point through the buyer's electrical installation, then in addition to these standard terms clauses 4.1.1, 4.8 to 4.10, 5.3, 11.2, 11.6 to 11.8 of Elektrilevi OÜ's network contract standard terms at low voltage over 63 A and medium voltage apply.

2. DEFINITIONS

2.1 The terms in the network contract (including in the standard terms and the price list) are used within the meaning provided in the Electricity Market Act and the legislation established on its basis, unless otherwise provided in the network contract:

2.1.1 'basic transmission charge' means electricity transmission charge (measurement unit: cents/kWh);

2.1.2 'daytime transmission charge' means electricity transmission charge from Monday to Friday, excluding public holidays, from 07:00

to 22:00 (measurement unit: cents/kWh), unless otherwise specified in the price package;

2.1.3 'nighttime transmission charge' means electricity transmission charge from Monday to Friday, except public holidays, from 22:00 to 07:00, and on Saturday, Sunday and national holidays throughout the day (measurement unit: cents/kWh), unless otherwise specified in the price package;

2.1.4 'electricity seller' means a seller of electricity who has entered into a network invoicing agreement, who has entered into an open supply electricity contract with the buyer in relation to the place of consumption, or is a universal service provider;

2.1.5 'electricity producer' means a buyer who uses a power-generating installation to generate electricity and whose network contract includes the agreed upon production conditions;

2.1.6 'power-generating installation' means a power-generating module and/or storage device, which is in parallel operation with the network and which can transmit active energy into the network;

2.1.7 'interruption' means interruption of the electrical connection between the network and the buyer's electrical installation (including an interruption made at the initiative of the network operator during repair or construction works) or a partial or complete interruption of the electrical connection in the network operator's network, as a result of which the buyer's electrical installation does not operate under normal conditions. An interruption of electricity supply lasting up to 3 minutes during the operation of the emergency automation device is not considered an interruption;

2.1.8 'remote reading device' means a metering device which records data on the amounts of electricity and transmits the data to the network operator on a regular basis;

2.1.9 'low voltage' means voltage up to 1000 V;

2.1.10 'micro-generating installation' means a single-phase power-generating installation or a group of such installations with a maximum capacity of up to 5 kW, or a three-phase power-generating installation or a group of such installations with a maximum capacity of up to 15 kW.

2.1.11 'micro producer' means a buyer who uses a micro-generating installation to generate electricity and whose network contract includes the agreed upon production conditions;

2.1.12 'metering device' means a technical instrument with certain metrological characteristics which is used for measurement, including electricity meter and instrument transformer;

2.1.13 'meter reading' means the cumulative amount of electricity consumed or supplied to the network as displayed on the meter or transmitted by the remote reading device;

2.1.14 'nano-generating installation' means a power-generating installation or a group of such installations with a maximum total capacity of less than 0.8 kW;

Elektrilevi OÜ's network contract standard terms at low voltage up to 63 A

Valid from 1 January 2023

2.1.15 'rated voltage' means 1x220 V, 1x230 V, 3x220 V, 3x220/380 V or 3x230/400 V;

2.1.16 'proper metering system' means a measurement system installed by the network operator that complies with legislation, technical standards and the requirements of additional documents established and disclosed by the network operator. The measuring system is proper if it has not been damaged or its readings have not been distorted and the functioning of the metering device has not been affected in any other way, including the seals of the inspection and manufacturing plant and network operator, including the seals of the unmetered current circuit, have not been damaged or removed. In the absence of at least one of the aforementioned conditions, it is deemed that the metering system is not proper;

2.1.17 'place of consumption' means the place where the buyer uses/can use the network service and electricity;

2.1.18 'standard consumption schedule' means the time schedule for the distribution of the amount of electricity by month as a percentage of the annual consumption. The standard consumption schedule is assigned by the network operator to the buyer's place of consumption depending on the type of place of consumption, the nature of consumption and the annual amount consumed;

2.1.19 'website' means the website of the network operator at the address www.elektrilevi.ee;

2.1.20 'network invoicing agreement' means an agreement concluded between the network operator and the electricity seller for the submission of network service invoices to the buyer by the electricity seller;

2.1.21 'network charges' means the transmission charge, charges for using a network connection, including the ampere-based fee and/or monthly fee;

2.1.22 'network service' means enabling the use of a network connection at the connection point and/or transmission of electricity up to the connection point and/or measurement and/or determination of the transmitted electricity;

2.1.23 'network capacity' means the maximum current or power that can pass through the network connection as agreed between the parties separately for the consumption of electricity and supply to the network. The network capacity is considered to be with a direction from the network to consumption, unless otherwise agreed;

2.1.24 'small consumer' means a household consumer, apartment association, community of apartment owners, building association, and such a commercial consumer whose electrical installation is connected to the network at low voltage and with a network connection capacity (rated current of main fuse) of up to 63 A and a consumer who participates in the sale of a distributed network service.

3. PROVISION OF NETWORK SERVICES AND QUALITY REQUIREMENTS

3.1 The network operator provides network services to the buyer under the terms and conditions stipulated in the network contract and standard terms.

3.2 Illustrative descriptions together with additional clarifications of the most common locations of the connection point specified in the network contract are provided on the website. If the location of the connection point is not determined by the document, the location of the connection point is determined according to the Grid Code.

3.3 The network capacity, and the location of the protective device determining network capacity and the metering point are determined by the network operator, unless agreed otherwise. The network operator converts the metering points of the consumption place(s) to remote reading, notifying the buyer thereof. In such a case, the network contract is deemed to have been amended from the date specified in the notification, and there is no need to conclude a separate agreement to amend the network contract.

3.4 Quality requirements for network services and conditions for the reduction of network charges in the case of a breach of these requirements are set out in the Minister of Economic Affairs and Communications Regulation 'Quality Requirements for Network Services and the Conditions for Reducing Network Charges in case of Breaches of Those Requirements' (hereinafter: quality requirements).

3.5 Regarding voltage variations, the network operator adheres to the Estonian Standard EVS-EN 50160 'Voltage characteristics of electricity supplied by public electricity networks', ensuring that the voltage at the connection point under normal operating conditions complies with the standard in terms of voltage variations. The network operator is responsible for the voltage quality up to the connection point. In the case of a breach of the aforementioned voltage quality requirements, the buyer shall notify the network operator. Relevant excerpts from the Estonian Standard EVS-EN 50160 'Voltage characteristics of electricity supplied by public electricity networks' have been published on the website.

3.6 The network operator reduces the network charges for the relevant calendar month by 50% if the buyer has notified or notifies the network operator of a breach of voltage quality requirements and the network operator confirms this.

3.7 If the network operator has reduced network charges pursuant to clause 3.6 and by measuring the voltage with a methodology corresponding to the voltage standard, which measures the effective values of the supply voltage in a weekly period as 10-minute average values, it is determined that the voltage at the connection point corresponds to the voltage standard, the buyer shall pay the network charges pursuant to the price list.

3.8 At the buyer's request, the network operator organises a voltage quality check for voltage variations. If the inspection reveals that the voltage quality does not comply with requirements, the costs of the inspection will be incurred by the network operator. If the voltage quality is found to be in compliance with the requirements, the cost of the voltage quality check will be incurred by the buyer.

3.9 The network operator ensures that the duration of a single interruption and its accumulated duration per year does not exceed the duration specified in the network contract or legislation.

3.10 Interruptions specified in clause 3.9 do not include interruptions that occur at the buyer's request or in breach of the network contract

Elektrilevi OÜ's network contract standard terms at low voltage up to 63 A

Valid from 1 January 2023

on the part of the buyer or pertain to one of the reasons specified in clauses 5.2, 5.3, 11.4 and/or 11.5, or by agreement of the parties.

3.11 Calculation of the duration of the interruption caused by failure starts when the network operator became aware or should have become aware of the interruption in their network and ends when the electricity supply at the connection point of the buyer's place of consumption is restored.

3.12 In the case of a breach of the requirements for the security of electricity supply, the network operator will reduce the network charge of the buyer for the relevant calendar month pursuant to the procedure and to the extent set out in the quality requirements regulation specified in clause 3.4.

3.13 The network operator will reduce the network charges to the extent set out in the quality requirements regulation after the restoration of the electricity supply, at the latest on the invoice issued for the invoicing period after the month that follows the month in which the interruption occurred.

3.14 The network operator is not liable for the voltage quality and interruptions in the buyer's electrical installations that occur after the connection point.

3.15 The network connection capacity may be changed only by the written agreement of the parties. The buyer may not exceed the network capacity.

3.16 If the buyer has not concluded a corresponding network contract within three years after the creation of the consumption and/or production conditions in accordance with the connection contract, the network operator does not have to ensure the possibility to use the network connection under such conditions.

3.17 If the consumption and/or production conditions agreed in the expired network contract have not been agreed in a new network contract within three years of the cessation of the network contract, the network operator does not have to ensure the possibility to use the network connection under such conditions.

4. REQUIREMENTS FOR ELECTRICAL INSTALLATIONS

4.1 The parties ensure that the electrical installations in their ownership or possession comply with legislation, standards, and regulations.

4.2 The network operator ensures the compliance of the metering system they own and organises its periodic servicing (including inspection, replacement, or verification) according to the prescribed frequency.

4.3 At the buyer's written request, the network operator will organise an inspection of the metering system. If the inspection reveals that the metering device does not comply with requirements, the costs of the inspection will be incurred by the network operator. If the metering device complies with the requirements, the costs of the inspection will be incurred by the buyer. If the fault of the metering device is greater than allowed, the parties may demand recalculation of network service and electricity quantities for up to 12 months. This time limit does not

apply if the error was caused or was made possible by the intentional or grossly negligent actions of the party.

4.4 The buyer may not use electrical equipment that interferes with the operation of the network, the use of other persons' electrical equipment, the operation of a remote reading device and/or the use of which is not permitted or requires special conditions. In order for the network to function without disturbances, the electrical and electronic devices connected to the network by the buyer must meet the relevant standards. Corresponding explanations are provided on the website. The network operator has the right to demand technical information from the buyer about the devices connected to the network in order to ensure the uninterrupted and normal functioning of the network.

4.5 The buyer may not perform switching operations in the network operator's electrical installation, except in the junction box, without the consent of the network operator. The buyer may without the consent of the network operator interrupt the network connection from the main fuse or switch in the network operator's electrical installation only at the buyer's own place of consumption for a short duration in order to prevent danger, e.g. for the duration of electrical work (maintenance and repair work).

4.6 The buyer may not interrupt the network connection at the place of consumption for longer than 24 hours in such a way that the remote reading device is disconnected. If the buyer wants to disconnect their electrical installation, they must use the switch on the remote reading device.

4.7 The buyer ensures access to all electrical installations of the network operator (including metering systems, protective devices, and unmetered current circuits) within 14 days from the delivery of the relevant notice, for the purpose of their servicing and recording the readings of the metering system.

4.8 If the buyer wants to use a power-generating installation that is connected to the connection point through the buyer's electrical installation, the buyer concludes an additional connection contract and network contract with the network operator.

4.8.1 The parallel operation of the power-generating installation with the network and/or supplying electricity to the network without concluding a relevant network contract is not allowed, and the network connection capacity in the direction of supply to the network is considered equal to zero.

4.8.2 In order to use a nano-generating installation at the place of consumption, the buyer registers it on the website in self-service and adheres to the network contract, according to which it is not allowed to supply electricity to the network. If the buyer wants to use the nano-generating installation to supply electricity from the metering point to the network, the buyer pays the costs of changing and/or setting up the metering system on the basis of the 'Meter replacement' service. If it is not possible to properly install the meter in the existing location, the buyer will pay the costs related to the reconstruction of the metering point. Then the network connection capacity is 0.79 kW in the supply direction. The total power of the nano-generating installations used in one place of consumption can be up to 0.79 kW.

Elektrilevi OÜ's network contract standard terms at low voltage up to 63 A

Valid from 1 January 2023

4.8.3 For the additional use of a nano-generating installation at the place of consumption, where the production conditions had previously been agreed upon, the production conditions must be amended.

4.8.4 The replacement of existing power-generating installations, except for nano-generating installations, connected to the network, with installations with different technical parameters and/or increasing their number is not allowed without the consent of the network operator.

4.9 In the event of an interruption, the buyer ensures the disconnection of their electrical installation from the network when using a power-generating installation or storage device.

4.10 The buyer can protect their electrical equipment against overvoltage that may accompany lightning by installing a multi-stage surge protector in the electrical installation.

4.11 The parties take into account that there may be rapid voltage changes in the electrical network, including dips in the supply voltage, which cannot be avoided based on the principle of reasonableness and which may cause disturbances in the operation of the buyer's electrical equipment and appliances or cause damage to the electrical equipment and appliances. The buyer can protect their electrical equipment and appliances from rapid voltage changes by installing appropriate protection or additional devices in the electrical installation. Information on damage prevention is available on the website.

4.12 The presence of the network operator's seal on the protective device is not considered as an agreement between the buyer and the network operator on the permitted rated current of the protective device. Upon a difference between the network connection capacity agreed in the contract and the rated current of the sealed protective device, the parties shall adhere to the contract.

5. INTERRUPTION OF NETWORK CONNECTION

5.1 The network operator notifies the buyer (except in cases referred to in clauses 5.2.1, 5.2.2, 5.2.3, 5.2.4) about interruptions of network connection, switching operations, or the limitation of network connection capacity in the cases and according to the procedure prescribed in legislation and/or the standard terms.

5.1.1 The electricity seller notifies the buyer about interruptions of the network connection at the place of consumption carried out under clause 5.2.5 in accordance with the procedure provided by legislation.

5.1.2 The buyer takes measures to prevent damage that may be caused to them due to interruption, limitation, or switching operation.

5.2 The network operator has the right to carry out an interruption at the buyer's place of consumption or allow its occurrence, or limit the network connection capacity:

5.2.1 in an emergency situation and in the event of a failure, if it is unavoidable for the protection of life, health or property, ensuring the reliability of the electrical system, elimination or prevention of an emergency situation or failure, or the prevention of damage;

5.2.2 if the buyer uses electrical installations that lower the quality of electricity or the security of the electricity supply in the distribution

network compared to the valid requirements or prevent the operation of a remote reading device;

5.2.3 in extraordinary situations, the consumption of electricity is limited in accordance with the schedule of limitations established in accordance with the procedure provided by legislation;

5.2.4 if the interruption is caused by force majeure;

5.2.5 upon material breach of the network contract or the terms for the provision of universal service, including in the case of debts owed to the network operator or the electricity seller;

5.2.6 to perform construction, repair, or maintenance work to the network;

5.2.7 at the buyer's request, if the buyer pays for it based on the network operator's price list;

5.2.8 on another basis provided for in the legislation.

5.3 A material breach of the network contract is considered to have occurred if the buyer:

5.3.1 has not paid the charge prescribed by the network contract, the fee for the provision of the universal services and/or for the open supply provided in the event of an interruption of the open supply of electricity;

5.3.2 exceeds the network connection capacity, damages the network operator's electrical installations, metering systems, seals, or performs unauthorised work on the network operator's network;

5.3.3 uses electrical devices that are not permitted, do not comply with regulations, are dangerous, disrupt the operation of the network, including the transmission of metering data, or threaten the security of the electricity supply;

5.3.4 uses network services and electricity illegally, including if network services and electricity are used without an appropriate contract concluded with the network operator;

5.3.5 does not ensure the network operator access, as needed to perform its contractual obligations, to all of the network operator's electrical installations, including protective devices, metering systems, and unmetered current circuits, or does not allow the possibility to change their location, no later than within 14 days as of receiving the relevant notice;

5.3.6 is in breach of the obligations arising from the network contract in such a way that the network operator, taking into account all the circumstances, cannot reasonably be required to continue the performance of the network contract;

5.3.7 has repeatedly interrupted the network connection at the place of consumption for longer than 24 hours in such a way that the remote reading device is de-energised (disconnected), as a result of which the network operator is unable to obtain the necessary information from the metering device.

Elektrilevi OÜ's network contract standard terms at low voltage up to 63 A

Valid from 1 January 2023

5.4 If the interruption was caused by the buyer, including due to request, liquidation or destruction of the network connection and/or metering point, the buyer will compensate for the expenses related to the switching operations and/or the reactivation or relocation of the network connection. The buyer ensures the network operator access to the network operator's metering systems, protective devices, and unmetered current circuits.

5.5 Interrupting the network connection or limiting the transmission capacity does not release the buyer from the obligation to pay the charges for using a network connection.

6. MEASUREMENT OR DETERMINATION OF THE AMOUNT OF TRANSMITTED ELECTRICITY

6.1 The network operator measures or, if necessary, determines the amount of transmitted electricity and processes the measurement data in accordance with the procedure set out in legislation and/or the network contract.

6.2 The network operator measures the amounts consumed and/or supplied to the network with a remote reading meter. If necessary, the amount of transmitted electricity can be verified on the basis of the total readings (general readings) of the meter. It is possible to view the distribution of the amount of transmitted electricity across time segments on the website in self-service based on hourly data or on the issued invoice.

6.2.1 For the transmission of measurement data by remote reading, the buyer gives permission, if necessary, for the installation of additional equipment on the meter, including an antenna and antenna cable, and the necessary construction works.

6.3 If the meter is not remotely readable as has been prescribed in the Grid Code, the buyer takes the reading on the last day of the month and reports it to the network operator within 2 days. If the buyer submits a reading within the above-mentioned time limit, the submitted reading will be the basis of the invoicing.

6.4 If the buyer has interrupted the network connection in such a way that the remote reading device is disconnected, or if the transmission of data from the remote reading device is disrupted, or if the buyer fails to present readings in accordance with clause 6.3, the network operator estimates the meter reading after the time specified in clause 6.3 has passed on the basis of previous consumption and/or the standard consumption schedule.

6.5 If the meter reading is predicted, the network operator has the right to match the predicted amounts with the actual usage.

6.6 If a remote reading device has not been installed for reasons arising from the buyer, the network operator has the right to demand that the buyer cover the costs related to taking and transmitting the reading of the metering device.

6.7 If the nominal power of the 1-phase electrical installation owned by the buyer does not exceed 50 W, then the network operator will not install a metering system at the place of consumption with the prior consent of the buyer. In this case, the amount of electricity consumed and transmitted is determined based on the power of 50 W and hours of use, and the buyer pays the transmission charge at the basic rate

for the network services. At the buyer's request, the network operator installs a metering system at the metering point of the place of consumption to determine the amounts of electricity and network services.

6.8 When providing a network service on a network connection where there is no metering system as agreed in the network contract, the amount of consumed and transmitted electricity is determined based on the network connection capacity and hours of use.

6.8.1 If the buyer has connected the power-generating installation to the network without having an agreement with the network operator, and as a result, electricity may have been supplied to the network which the network operator did not have to measure pursuant to the contract, then the network operator has no obligation to recalculate the amounts consumed from the network and/or supplied to the network.

6.9 The network operator determines the volume and cost of illegally used electricity and network services in accordance with the procedure set out in legislation.

6.10 Upon consumption of electricity not measured by a proper metering system, which is not caused by the buyer, the network operator shall adhere to comparative measurement results, taking into account seasonality, in determining the amounts of electricity and network services. If the above-mentioned data are missing, the network operator calculates the amount of electricity and network services based on the rated voltage of the network connection, the rated current of the protective device and its utilisation factor, and the period of electricity consumption. This calculation principle is not applied in cases where the electricity and network service has been used illegally.

6.11 The calculation period for amounts of electricity transmitted in a manner specified in clause 6.10 is deemed by the network operator to be the period from the day of signing the network contract or the day of the previous metering system check, but not more than 12 months back. Taking meter readings or collecting measurement data is not deemed to be an inspection of the metering system.

6.12 The network operator publishes information on the website about how the buyer can access data on the amounts of electricity taken from the network and supplied to the network and, if requested by the buyer, provides the requested data in accordance with the procedure set out legislation.

6.13 The network operator makes the data of the place of consumption and the measurement data of electricity consumed and/or supplied to the network by the buyer available to the buyer's selected electricity seller in accordance with the procedure set out in legislation.

6.14 The amounts of electricity supplied to and taken from the network by the power-generating installation are measured separately by phase, and the amounts measured in the same direction are summed up.

7. SALE OF DISTRIBUTED NETWORK SERVICE IN AN APARTMENT BUILDING

7.1 The sale of a distributed network service is the sale of a network service at the places of consumption of an apartment building, which

Elektrilevi OÜ's network contract standard terms at low voltage up to 63 A

Valid from 1 January 2023

are connected to the connection point(s) through the internal electrical installation of the building, unless otherwise agreed with the building owner or the owner's representative. A representative of the owners may be a party to the network contract.

7.2 The consumption conditions for the network connection of the apartment building are agreed upon in the network contract concluded in regard to the connection point of the apartment building.

7.3 The owner of the apartment building or the owners' representative ensures the transmission of electricity from the connection point to all places of consumption in the apartment building. If the owner of the apartment building or the owners' representative does not ensure the option to sell the distributed network service, the network operator has the right to terminate the sale of the distributed network service to the place of consumption of the apartment building.

7.4 A network contract is concluded with the buyer for each place of consumption related to the apartment building (including apartment, general electricity, etc.), on the basis of which the buyer pays for the network service.

7.5 The creation of an additional place of consumption or the liquidation of an existing one is agreed between the buyer, the owner of the network connection or a representative of the owners, and the network operator.

7.6 If there is no valid network contract for the connection point of the apartment building:

7.6.1 then the network operator shall determine the location of the connection point and the network connection capacity on the basis of the procedure provided for in the legislation or previously prepared documents;

7.6.2 then the buyers of the network service of the consumption places of the apartment building are responsible for the use of the network connection and the operation of the internal electrical installation of the building.

7.7 For the sale of a distributed network service, the network operator prepares a distribution plan for the building's network connection capacity (the rated current of the fuse of the connection point), which forms the basis for applying the charges for using a network connection to buyers:

7.7.1 the building's network connection capacity is distributed to the places of consumption based on the number of all the metering systems connected through the electrical installation of the building, the result is rounded to two decimal places;

7.7.2 the building's network connection capacity is distributed to the places of consumption based on the request of the owner of the electrical installation of the building or of the owners' representative in proportion to the rated currents of the fuses of the circuits entering the places of consumption, the result is rounded to two decimal places;

7.7.3 the distributed part of the network connection capacity corresponding to the distribution plan cannot be considered as the network operator's limitation with respect to the rated current of the fuse at the place of consumption.

7.8 If the network operator measures the amounts of network services provided and the amounts of electricity consumed upon the sale of the distributed network service both at the connection point and at metering points after the connection point, then in the case of differences in amounts:

7.8.1 the network operator has the right to determine for payment the difference between these amounts with an accuracy of 1 kWh upon the sale of a distributed network service:

7.8.1.1 to the buyer;

7.8.1.2 in the absence of the named person, to the representative of the owners of the building's electrical installation;

7.8.1.3 in the absence of the persons named in clauses 7.8.1.1 and 7.8.1.2, to buyers related to the places of consumption of the apartment building, in proportion to the amount of electricity consumed at the places of consumption;

7.8.2 the network operator has the right to submit an invoice to pay for the difference in amounts once a month if remote reading is available at all metering points;

7.8.3 the difference in the amounts of network services is paid for based on the basic transmission charge or pursuant to the price package specified in clause 7.8.1.3 used by the buyer to which the charges and fees and taxes set out by legislation are added.

7.9 If there are no valid network contracts for any of the places of consumption related to the apartment building, then the sale of the distributed network service ceases and network charges are applied to the connection point of the apartment building in accordance with the valid price lists and standard terms.

7.10 In the sale of a distributed network service, the use of nanoelectric devices at the connection point is permitted to the extent of up to 0.79 kW without having a separate agreement regarding generation conditions, provided that no electricity is supplied to the network from the connection point. If in the sale of a distributed network service, nano-generating installations with a capacity of more than 0.79 kW are used in relation to the connection point, or if the connection point starts to supply or supplies electricity to the network, the buyer of the connection point of the sale of the distributed network service must agree with the network operator on the production conditions or the amendment thereof.

8. INVOICING FOR THE NETWORK SERVICES PROVIDED

8.1 The invoicing period is one calendar month. The invoice is submitted after the end of the invoicing period within the period of the first and twelfth date.

8.2 If the electricity seller and the network operator have agreed on the submission of network service invoices by the electricity seller, the network operator forwards the network service calculations to the electricity seller and the electricity seller submits an invoice for the network service to the buyer. If the electricity seller and the network operator have not agreed on the submission of invoices, the invoice will be submitted by the network operator or a representative of the

Elektrilevi OÜ's network contract standard terms at low voltage up to 63 A

Valid from 1 January 2023

network operator. Information about the submitter of the invoice is provided on the website.

8.3 If the amount of the invoice is less than the minimum value published by the submitter of the invoice on the website, the submitter of the invoice has the right not to submit the invoice. The amount below the minimum value will be added to the next issued invoice.

8.4 If the buyer has not received an invoice for the provided network service under the terms stipulated in the network contract and by the due date, taking into account the reasonable time it takes to send it, they must notify the submitter of the invoice thereof immediately.

8.5 The network operator publishes information on the website about the resolving of cases where the buyer does not receive an invoice from the submitter of the invoice within 14 days after notifying the latter, or the submitted invoice is inaccurate for reasons attributable to the network operator.

9. IMPLEMENTATION AND PAYMENT OF NETWORK CHARGES

9.1 The buyer pays the submitter of the invoice the charges and fees arising from the network contract and the charges and fees and taxes set out in legislation, including excise duty on electricity and the renewable energy charge, and other charges and fees arising from the standard terms by the payment deadline indicated on the invoice, referring to the reference number on the invoice. The time limit for payment is 14 days after the invoice is prepared, unless otherwise stipulated by the submitter of the invoice.

9.1.1 The basis for the application of the transmission charge is the measurement data and other data sets or documents containing measurement data compiled by the network operator.

9.1.2 The transmission charge is paid by the buyer based on the amount of electricity consumed from the network.

9.2 The price list 'Price list for network services at a low voltage connection point of up to 63 A and for the purchase of a distributed network service' is applied to the buyer with the following price packages:

9.2.1 'Network 1' same transmission charge for 24h (basic price);

9.2.2 'Network 2' transmission charge with daytime and nighttime rates;

9.2.3 'Network 2 with monthly fee' transmission charge with daytime and nighttime rates;

9.2.4 'Network 4' transmission charge with daytime and nighttime rates;

9.2.5 'Network 5' with daytime and nighttime transmission charges and transmission charges for peak price for daytime consumption and peak price for consumption on weekends and holidays.

9.2.5.1 The transmission charge for peak time daytime consumption applies from November to March on business days and during the periods of 09:00–12:00 and 16:00–20:00;

9.2.5.2 The transmission charge for peak time for the weekend and holidays applies from November to March on Saturdays, Sundays, and public holidays at 16:00–20:00.

9.3 The buyer pays the monthly network connection fee, based on the network connection capacity agreed in the contract and the price package used:

9.3.1 the monthly fee paid by the buyer is based on the list of rated currents of the connection point fuses specified in the price list. If the network connection capacity that corresponds to the network contract differs from the list indicated in the price list, the buyer pays the monthly fee based on the rated current of the closest larger fuse found in the list;

9.3.2 if the buyer uses the price package Network 1 or Network 2 at the place of consumption and in the previous calendar year the consumption at that place of consumption was absent or was at up to 250 kWh, the buyer pays the monthly network connection fee in the following calendar year pursuant to the price list. The monthly fee specified in this clause is applied from 1 January 2018;

9.3.3 the buyer shall not pay the monthly fee in accordance with clause 9.3.2, if the connection at the new place of consumption has been completed in the previous calendar year;

9.3.4 if the buyer uses the Network 1 or Network 2 price package at the place of consumption, the buyer pays the monthly fee as of 1 January 2020 pursuant to the price list, if the network connection capacity is 32 A to 63 A or the distributed part of the fuse of the connection point corresponding to clause 7.7 is 32 A or greater;

9.4 If the place of consumption has several connection points, the buyer will pay for network services for each connection point separately.

9.5 If the buyer uses for the sale of a distributed network service a price package where the terms of which include a monthly fee, the buyer pays the monthly network connection fee by adhering to the distribution plan prepared under clause 7.7:

9.5.1 if the distributed part of the network connection capacity of the apartment building for the apartment building's place of consumption is up to 16 A, the buyer pays the monthly fee of the apartment as specified in the price list;

9.5.2 if the distributed part of the network connection capacity of the apartment building for the apartment building's place of consumption is more than 16 A, the buyer pays the monthly fee on the basis of the list of rated currents of the fuses specified in the price list;

9.5.3 if the distributed part of the network connection capacity of the apartment building for the apartment building's place of consumption is more than 63 A, the buyer pays the monthly fee at double the rate of the monthly fee for 63 A as specified in the price list.

9.6 If the network charges include the charge for using a network connection and the invoicing period is longer or shorter than a calendar month, the buyer pays the charge for using a network connection proportionally to the number of days in the invoicing period, while the daily charge is found by dividing the monthly charge by 30.

Elektrilevi OÜ's network contract standard terms at low voltage up to 63 A

Valid from 1 January 2023

9.7 The charges and fees are deemed to be paid on the day they are received on the bank account of the submitter of the invoice or in the co-operation partner's cash account. The cooperation partners of the network operator are listed on the network operator's website.

9.8 From the amount received, first, the expenses incurred (e.g. legal costs), interests on arrears, interests, contractual penalties, and then the principal obligation are considered to be covered. If upon paying the principal obligation, the buyer does not specify for the fulfilment of which principal obligation the payment was made, the obligations are considered to have been fulfilled in the following order: first the obligation that first became enforceable; in the case of simultaneous enforceability, first the obligations arising from all other contracts; and last the obligations arising from the electricity and network contract.

9.9 If the buyer does not pay the invoice by the payment date, a buyer who is a legal person pays the submitter of the invoice interest on arrears of 0.1% per day and a buyer who is a natural person interest on arrears of 0.066% per day of the unpaid amount until all charges and fees are received in full. The period of applicability of interest on arrears will commence on the day following the due date and will end on the day of receipt of the charges and fees.

9.10 If the invoice is not paid by the due date of payment, the submitter of the invoice has the right to send reminder letters to the buyer in accordance with the provisions regarding compensation for collection costs as set out in the Law of Obligations Act.

9.11 The buyer has the right to make advance payments. No interest is calculated or paid on advance payments. Upon cessation of the network contract and in the absence of debts or at any other time at the request of the buyer and in the absence of debts before submission of the invoice, the submitter shall return to the buyer the amounts paid in advance within 2 business days from the submission of the application by the buyer.

9.12 At the request of the submitter of the invoice, the buyer pays a security fee, if the submitter of the invoice reasonably doubts the buyer's ability to perform the network contract properly.

9.13 The amount of the security fee may not exceed the charge or fee of 2 invoicing periods, which is determined on the basis of the consumption of the last 12 months or, in the absence of said consumption data, on the basis of the consumption of the analogous place of consumption in the last 12 months.

9.14 The network operator determines the price of network services on the basis of electricity amounts calculated on the basis of clause 6.10 based on the price list that was valid during the period specified in clause 6.11.

9.15 If the buyer does not agree with the submitted invoice in whole or in part, they must notify the submitter of the invoice immediately after receiving the invoice, giving reasons for the disagreement. In the case of partial acceptance, the buyer pays the share corresponding to the accepted part. The submitter of the invoice examines the buyer's application and informs the buyer of the results of the examination within 10 days as of receiving the notification. The submitter of the invoice may set a later payment date for the payment of the invoice. If the buyer's application is not substantiated, the buyer pays the charge or fee together with interest on arrears.

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

9.17 If the network operator and the electricity seller have entered into a network invoicing agreement, the network operator transfers (assigns) to the electricity seller the payment claims for each invoicing period arising from the network contracts against the buyer.

9.18 During the period when the buyer uses the network service in agreement with the network operator before the network contract has taken effect, the buyer pays the transmission charge based on the price of the temporary use of the network connection.

9.19 If the network operator has initiated a change in the voltage system, the buyer must ensure the compliance of their electrical installation and adjust it to the new voltage system within three years after receiving the relevant notification from the network operator. If the buyer has not connected their electrical installation to the network of the new voltage system within the set time limit, the buyer bears the additional costs for the provision of the network services on the old 220 V voltage system. The buyer pays the network charge according to the selected price package, plus the fee for using the 220 V voltage system pursuant to the price list.

9.20 If the buyer supplies electricity to the network without having an agreement with the network operator or exceeds the network connection capacity in the direction of supply to the network, the buyer pays for this month an additional charge for using a network connection at the rate of 3 times the monthly fee applied in the selected price package, including upon use of the price package 'Network 1' and 'Network 2', if the buyer does not pay every month the monthly network connection fee.

10. CHANGING THE PRICE PACKAGE

10.1 If the buyer wants to change the price package, they shall notify the network operator about this. The buyer pays the fee for changing the price package to the network operator based on the price list. The buyer has the right to change the price package free of charge if at least 12 months have passed since the previous change.

10.2 The price package selected by the buyer will take effect from the beginning of the following month.

10.3 If the network operator amends the price list, the network operator, if necessary, will exchange the buyer's current price package for a price package with the most similar conditions and/or a more beneficial price package free of charge, notifying the consumer before the new price package takes effect. If the buyer does not agree with this, they shall notify the network operator thereof before the amendment takes effect.

10.3.1 Changes in the implementation of price packages as from 1 March 2022:

10.3.1.1 the price package 'Network 3' will be discontinued, and instead the package 'Network 4' will be applied to the users of the former package.

Elektrilevi OÜ's network contract standard terms at low voltage up to 63 A

Valid from 1 January 2023

10.4 When changing the voltage system, the location of the connection point, or the rated current of the main fuse, the network operator has the right to unilaterally amend the price package agreed in the network contract and bring it into compliance with the price list of the network operator.

11. LIABILITY FOR BREACH OF OBLIGATIONS

11.1 The parties are liable for improper performance or non-performance of the obligations set out in the network contract (breach of obligation), including for the actions of persons they use for exercising their rights and performing their obligations or who they authorise to do so.

11.2 The buyer is responsible for the preservation and integrity of protective devices, switches and connections, the metering system and the seals installed on them located in the circuit of the unmetered current of the consumption point located in a construction work or part of it or in a fenced area owned or possessed by the buyer.

11.3 The buyer notifies the network operator immediately of damage, loss, absence, or destruction of protective devices, switches and connections, the metering system and the seals installed on them located in the circuit of the unmetered current of the consumption point, as well as of tampering or distortion of the readings of the metering system.

11.4 The party is not liable for the breach of their obligation arising from the network contract or legislation, if the breach is excusable. It is assumed that a breach of obligation is not excusable.

11.5 A breach of obligation is excusable if the party was in breach of the obligation due to force majeure. *Force majeure* is a circumstance which could not be influenced by the party and which, at the time of conclusion of the network contract, the party could not reasonably have been expected to take into account or avoid or overcome the hindering circumstance or the consequences thereof, including:

11.5.1 natural disasters;

11.5.2 thunder, wind and ice exceeding the design standards applicable during the construction of electrical installations;

11.5.3 fire;

11.5.4 an economic blockade or the implementation of international sanctions between countries operating in an interconnected electricity system with the electricity system;

11.5.5 strike;

11.5.6 act of diversion;

11.5.7 declaration of a state of emergency;

11.5.8 legitimate activity of the system operator to ensure the normal state of operation of the electricity system;

11.5.9 limiting electricity consumption in accordance with legislation.

11.6 Upon a breach of the network contract, the party may use separately or jointly all legal remedies arising from the law and/or the network contract, including the standard terms, which can be used simultaneously, unless otherwise provided by law and/or the network contract. Before using the legal remedy, the party must give the breaching party an opportunity to remedy the breach, unless the remedy is not possible given the circumstances or if the obligation was breached intentionally or due to gross negligence.

11.7 If the failure, damaging, or loss of the metering system or part thereof was caused by the buyer, they will compensate the network operator for its repair, exchange, replacement, or reconstruction costs.

11.8 Reconstruction of the network or changing the location of network connections (connection point) without permission is prohibited and constitutes a material breach. Upon detection of said activities, the network operator has the right to demand from the buyer a contractual penalty of 750 euros per breach. The network operator has the right, at the request of the buyer, to reduce the contractual penalty to a reasonable amount in a specific case. If as a result of the breach the costs associated with restoring the original situation or bringing the reconstructed network into compliance with the requirements exceed 750 euros, the buyer undertakes to compensate the network operator for costs exceeding 750 euros.

11.9 The party only compensates the other party for the direct proprietary damage caused by the breach of their obligations under the network contract. Costs related to the elimination and/or reconstruction of damage to the network or part thereof, including metering systems, due to a breach of obligation are also direct property damage. Other forms of damage caused by the breach of obligations, including non-proprietary damage and lost income, are not subject to compensation, unless the obligation was breached intentionally or due to gross negligence. Damage that is incurred by the other party on the basis of the transaction made by the other party, including compensation or contractual penalty, which the other party must pay to its contractual partner due to a breach of the obligations arising from the network contract, is also considered as other damage not subject to compensation. The party shall notify the other party of the amount of the damage and the basis for compensation within a reasonable time after becoming aware of the damage and submit documents proving the existence and amount of the damage.

11.10 The network operator has the right to change the location of the metering system in the case of illegal use of the network service and electricity or noncompliance with clause 5.3.5 and demand from the buyer compensation for the costs incurred for this purpose.

11.11 If a situation is detected where the buyer has installed or uses a power-generating installation without agreement from the network operator and the place of consumption therefore does not have a metering device that measures the quantities supplied to the network, the network operator has the right to install the relevant metering device and the buyer compensates for the costs related to the installation/calibration of the metering device.

11.12 Damage is not subject to compensation to the extent that the prevention of damage was not the purpose of the obligation or provision, the breach of which resulted in the obligation to compensate for damage. The party must compensate only for the damage that they foresaw as a possible consequence of the breach or should have

Elektrilevi OÜ's network contract standard terms at low voltage up to 63 A

Valid from 1 January 2023

foreseen at the time of concluding the network contract, unless the damage was caused intentionally or due to gross negligence.

11.13 The buyer may not reconnect the network connection interrupted by the network operator or replace the protective device that determines the agreed network capacity or use a power-generating installation without agreeing on the generation conditions. If the connection to the network interrupted by the network operator is reconnected without the consent of the network operator, or the protective device that determines the agreed network connection capacity is replaced, or a power-generating installation, including one with a higher maximum capacity, is used without agreeing on the generation conditions, the network operator has the right to demand from the buyer a contractual penalty of 80 euros per connection/incident.

11.14 If the buyer repeatedly fails to ensure compliance with clause 4.6 or 4.7, the network operator has the right to demand from the buyer a contractual penalty of 20 euros for each repeated breach of the obligation.

11.15 The buyer bears all liability for the damage caused to the buyer and/or third parties by the failure to perform the obligations specified in clauses 12.5 and 12.7.

11.16 If the buyer has failed to perform an obligation, the network operator has the right to assign the claim and/or transfer it to a third party for collection. The buyer is obliged to compensate the network operator and/or a third party for the costs incurred for collecting the claim.

11.17 The occurrence of overvoltage caused by lightning as specified in clause 4.10 is not a breach of the network contract on the part of the network operator, and the network operator does not compensate the buyer for damage caused by damage to electrical equipment or appliances. Also, in the cases specified in clause 4.11, the network operator does not compensate for damage caused by damage to electrical equipment or appliances in the event of rapid voltage changes, including dips in the supply voltage, which have not been caused intentionally or by gross negligence of the network operator and no causal connection between them has been established. Damage is compensated for in accordance with the 'Damage Compensation Principles' presented on the website.

11.18 Upon the illegal use of electricity and network service, the network operator has the right to demand from the buyer compensation for costs related to the processing of the incident.

12. NOTIFICATION

12.1 Notices, consents, approvals, and other declarations of intention are deemed to have been submitted and delivered in accordance with the network contract, if the declaration of intention has been sent to the other party orally, in writing, in a form reproducible in writing, or electronically, using the contact details specified in the network contract or provided to the other party, unless a specific format for the submission of a specific declaration of intention has been agreed in the network contract or set out in the standard terms. An oral declaration of intention is submitted in accordance with the network contract if it has been recorded by the network operator.

12.2 The network operator notifies buyers about changes in the renewable energy charge and the excise duty on electricity rates via its website.

12.3 The network operator notifies the buyer of planned interruptions in electronic format to the contact details specified in the network contract or separately notified by the buyer.

12.4 The buyer notifies the network operator about the interruption and receives corresponding information using the phone number 1343.

12.5 If the buyer who is a natural person has a dwelling that is used as a permanent residence and is heated entirely or mainly by electricity, the buyer shall notify the network operator of this.

12.6 The network operator notifies the buyer in advance about a change in the network operator's contact details provided in the network contract on the website and in at least one national daily newspaper.

12.7 The buyer notifies the network operator of any changes in the contact details set out in the network contract within 14 days. Changes made in self-service on the website and via the call centre (customer service) are also considered to be proper changes to the contact details.

12.8 The network operator may on its own initiative release the buyer from fulfilling the buyer's obligation set out in the network contract or the standard terms by notifying the buyer thereof in writing.

13. AMENDMENT OF THE NETWORK CONTRACT

13.1 The network contract may be amended by agreement between the parties, as well as on other grounds as provided for by the network contract or the standard terms or law in writing or in a format reproducible in writing or electronically.

13.2 If during the validity of the network contract the parties enter into a connection contract that changes the location, description, or network capacity of the connection point, then after execution of the connection contract, the network contract is considered valid under the amended terms and conditions.

13.3 The buyer can change their contact details and the selected price package on the network operator's website in self-service and/or by submitting an application to the network operator in the form specified in clause 13.1 at the contact address provided on the website of the network operator, as well as by phone by calling the number 777 1545 (or the telephone number additionally announced on the website of the network operator), to which the calls made will be recorded by the network operator. In the cases mentioned, the network contract is deemed to have been amended no later than 5 business days after the corresponding request reaches the network operator, or on a later date specified by the buyer. The amendments requested by the buyer will take effect if the network operator does not object to the requested amendments within 5 business days of the buyer's request reaching the network operator.

13.4 The network operator has the right to unilaterally amend the price lists and standard terms adhering to the procedure provided by law. At

Elektrilevi OÜ's network contract standard terms at low voltage up to 63 A

Valid from 1 January 2023

the buyer's request, the network operator will provide explanations about the amendments.

13.5 The network operator informs the buyer about amendments to price lists and standard terms in accordance with the procedure provided by law. The buyer has the right to cancel the network contract if they do not agree with the amendments.

14. VALIDITY OF THE NETWORK CONTRACT

14.1 The network contract enters into force in accordance with clause 14.2, upon its signing by both parties, or upon the exchange of respective declarations of intention of the buyer and the network operator which correspond to the format of the selected network contract, or at the time agreed between the parties, or if the network connection has been interrupted at the place of consumption during the conclusion of the network contract, then upon the reactivation of the network connection. If the buyer enters into a network contract for a place of consumption with a disconnected network connection, the buyer pays for the reconnection to the network:

14.1.1 by connection switching or reconnecting to the network pursuant to the price list of the network operator;

14.1.2 by connection reactivation according to the actual costs.

14.2 The network contract or its amendment enters into force on the date agreed by the parties or at 00:00 on the day after the next day of the conclusion and ceases on a date at 24:00 arising due to grounds specified in clause 14.4.

14.3 A buyer who is a natural person may withdraw from a network contract concluded outside the business premises or through a means of communication without giving a reason within 14 days. The withdrawal period starts from the date set out in clause 14.2. If the buyer wants the provision of the network service to start during the withdrawal period specified in this clause, they shall submit an explicit statement to the network operator.

14.4 Network contract ceases:

14.4.1 in the case of a fixed-term network contract, when the term expires if one party notifies the other party in writing of the cessation of the network contract at least 1 month before the expiry of the validity period of the network contract;

14.4.2 by agreement of the parties;

14.4.3 upon cancellation of the network contract for reasons specified in the network contract and legislation, on the basis of an application of one party;

14.4.4 upon dissolution of the business consumer.

14.5 The buyer has the right to cancel the network contract at any time by notifying the network operator thereof at least 30 days in advance. If the cessation date of the network contract falls on a public holiday or other holiday, the network contract ceases on the first business day following the holiday.

14.6 In the event of the death of a buyer who is a natural person, the network contract does not cease but is transferred to the universal successor of the buyer. Upon learning of the buyer's death, the network operator has the right to transfer the network contract to the name of the universal successor and to notify the universal successor thereof. If the universal successor of the buyer does not wish to use the network service at the same place of consumption, the network operator will terminate the network contract based on the corresponding application of the universal successor. If the network operator does not manage to identify the universal successor within 12 months from the death of the buyer who is a natural person, the network operator has the right to consider the network contract as ceased in the absence of a universal successor of the buyer and the owner of the registered immovable of the place of consumption.

14.7 If the place of consumption has been destroyed and the buyer does not use network services, the network operator may cancel the network contract.

14.8 A request for termination of or withdrawal from the network contract must be communicated to the other party in writing or in a format reproducible in writing or electronically.

14.9 If the meter of the place of consumption can be read remotely, the network contract ceases with a reading as recorded on the cessation date of the contract. If the meter of the place of consumption is not remotely readable, the buyer reports the reading when submitting the application for termination. If the network operator records the reading before the cessation of the network contract, the contract ceases with the reading recorded by the network operator.

14.10 The buyer enables the network operator to inspect the metering systems of the place of consumption and to disconnect them from the network of the place of consumption, as well as paying all amounts owed, including charges and fees arising from the network contract, by the due date indicated on the invoice.

14.11 If the meter of the place of consumption is not remotely readable and upon termination of the network contract, the buyer does not inform the network operator of the final reading of the meter or does not enable the network operator to inspect the metering systems of the place of consumption and disconnect the place of consumption from the network, then the buyer undertakes to pay the invoice on the basis of the reading recorded by the network operator at the first opportunity after the cessation of the network contract.

14.12 If a party cancels the network contract, then the network operator does not have to maintain the option of using the network connection at the corresponding connection point.

14.13 If electricity has not been transmitted through the network connection for more than three (3) years, or the buyer has not paid for the use of the network connection, the network operator does not have to maintain the option of using the network connection. In order to reactivate the network connection, the buyer must pay to the network operator the costs actually incurred for the purpose.

14.14 If a party cancels the network contract or if the network contract ceases on another basis as provided for by law and/or the network contract, the open supply electricity contract shall cease on the day of cessation of the network contract. The network operator transmits the

Elektrilevi OÜ's network contract standard terms at low voltage up to 63 A

Valid from 1 January 2023

information to the electricity seller in accordance with the procedure provided by law.

15. PROVISION OF UNIVERSAL SERVICE

15.1 If the buyer has not entered into an open supply electricity contract with an electricity seller, the electricity seller designated by the network operator shall provide the consumer universal service as from the date following the date of cessation of the electricity contract. The electricity seller designated by Elektrilevi OÜ is Eesti Energia AS.

15.2 The universal service is provided in accordance with the standard terms of the universal service. The standard terms of the universal service form an integral part of the network contract regardless of whether they have been attached to the network contract.

16. SETTLEMENT OF DISAGREEMENTS

16.1 The buyer submits to the network operator a complaint arising from a breach of the network contract, which the parties will resolve by agreement of the parties, if possible. The network operator examines the complaint submitted by the buyer in writing or in a format reproducible in writing within 15 days of receiving it and notifies the buyer about a possible resolution or an extension of the time limit for resolving the complaint.

16.2 A buyer who is a natural person may, for the settlement of disputes arising from the Network contract, which the parties have not been able to settle by agreement, apply to the Consumer Protection and Technical Regulatory Authority acting on the basis and pursuant to the procedure provided for in the Consumer Protection Act.

16.3 In response to an action or inaction by a party that violates the Electricity Market Act or any legislation established on the basis thereof, the other party may file a written complaint with the Competition Authority.

16.4 Disputes that the parties cannot resolve through negotiations will be resolved in the court where the registered office of the network operator is situated, i.e. Harju County Court, unless otherwise provided by legislation. A dispute is also resolved in the Harju County Court if the buyer takes up residence in a foreign country after concluding the network contract or transfers their place of business or registered office there, or if their place of business, place of residence, or registered office is not known at the time the action is filed.

16.5 Disputes arising from clauses 4.3, 11.6, 11.9, and 11.17 which the parties cannot resolve through negotiations, will only be resolved in the consumer disputes committee operating at the Consumer Protection and Technical Regulatory Authority pursuant to the procedure provided for in clause 16.2 and/or in the county court pursuant to the procedure provided for in clause 16.4.

17. PROCESSING OF PERSONAL DATA

17.1 The network operator ensures the protection and processing of the personal data of the buyer who is a natural person pursuant to the procedure provided for in the standard terms, in compliance with legislation and the 'Principles of Elektrilevi Customer Data Processing' published on the network operator's website.

17.2 The controller of the personal data of a buyer who is a natural person is Elektrilevi OÜ (registry code 11050857, registered office Veskiposti tn 2, Tallinn 10138). The names of the processors of the network operator and their contact details are available on the website of the network operator.

17.3 The buyer's personal data, including personal identification code, amount of debt, start and end date of the debt, and other information necessary for processing the debt may be published in the Payment Default Register if the network contract has been breached.

Approved by the Competition Authority on 24 November 2022 under decision No. 7-10/2022-009