

B-42547380

**AMARMAT** 

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C/ Manuel de Falla, S/N, CC Rioja, Local 20b ORIHUELA COSTA

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Teléfono: 966760045



Ahorro energético para comunidades

#### We colaborate with colleges of property managers













#### C.P. EDIFICIO LA ISLA CALIDA













## WE GUARANTEE YOU YOUR SAVE WILL BE 7.889,90 € ALONG THE NEXT FIVE YEARS

Comercial: ROBERTO SALA

Ahorro energético para comunidades







## PLAN READY

FORECAST PAY FOR THE NEXT YEAR \* 4.303,56 €

The 3 gold rules an energetic efficiency contract should accomplish

**ZULUX GUARANTED PAYMENT\*\*** 

3.103,55€

1. Save

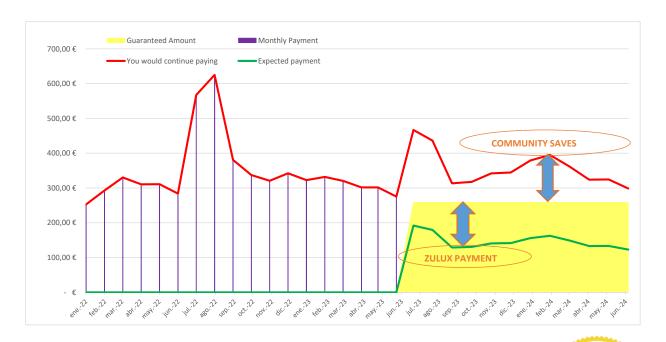
**ESTIMATED SAVINGS** 

1200,007601

2.Guarantee 3.Cost 0€

CUOTA MENSUAL A PAGAR \*\*\*

258,63 €



ADDITIONAL ADVANTAGES WHEN SIGNING WITH ZULUX

·Monitoring and follow-up of the installations on-line

- \* The Gas Cap and possible energy price variations have not been included.
- \*\* The Gas Cap charge is not included and the guaranteed rate will be adjusted if there are regulatory changes outside of Zulux's

\*\*\* Also, for 25,51€/month we will maintain the community lights for you

Study date: 31/05/2023 Valid Until: 01/08/2023

Document number: 90485



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## PLAN PREMIUM

FORECAST PAY FOR THE NEXT YEAR 4.303,56 €

The 3 gold rules an energetic efficiency contract should accomplish

**ZULUX GUARANTED PAYMENT** 

3.231,17 €

2.Guarantee

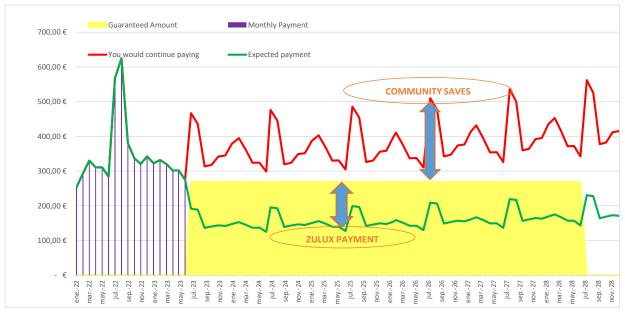
3.Cost 0€

**ESTIMATED ANNUAL AVERAGE SAVING** 

1.330,48 €

MONTHLY PAYMENT

269,26€



ADDITIONAL ADVANTAGES WHEN SIGNING WITH ZULUX

·Maintenance of everything installed by ZULUX during the 5 years at cost 0€

·Monitoring and follow-up of the installations on-line



Study date: 31/05/2023 Valid Until: 01/08/2023

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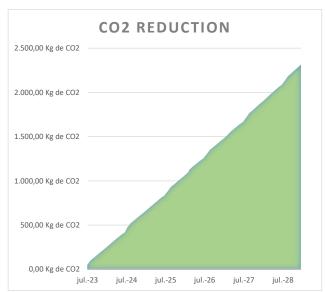




#### ENERGETIC EFFICIENCY PROPOSAL FOR NEXT 5 YEARS

Years	Reference price	Electricity Bill Pay	Zulux Payment	Guaranteed	Electricity Bill Save	Save Mainenance	TOTAL SAVINGS
First year	4.304€	1.767 €	1.464 €	3.231 €	1.072 €	235 €	1.308€
Second year	4.390 €	1.803 €	1.429 €	3.231 €	1.158€	241€	1.400 €
Third year	4.477 €	1.839 €	1.393 €	3.231 €	1.246 €	247 €	1.494 €
Fourth year	4.701 €	1.931 €	1.301 €	3.231 €	1.470 €	254€	1.724€
Fifth year	4.936€	2.027 €	1.204€	3.231 €	1.705 €	260 €	1.965 €





This time will be one of the few cases that you contribute to the environment saving money  $% \left\{ 1,2,...,n\right\}$ 



\* An annual increase of the energy of the 4,96 % is calculated " average value of the annual increase in energy over the last 10 years

For the first year, the increase is

-4%

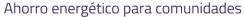
"This is the increase in energy in the last year".

 $^{\star}$  An annual increase of the maintenance of the 2,3% I.P.C. is calculated

 Study date :
 31/05/2023
 Valid Until:
 01/08/2023

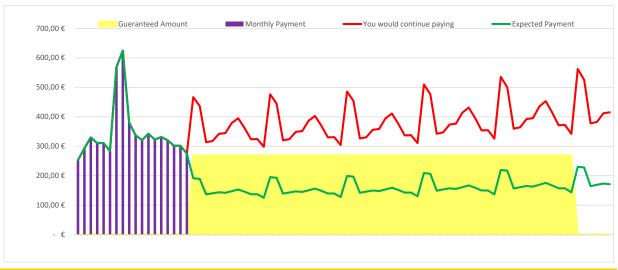
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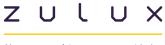




## DISTRIBUTION BY CONTRACTS



CONTRACT	PLAN PREMIUM	PLAN READY
SERVICIOS GENERALES	3231,17	3103,55
	_	



Ahorro energético para comunidades

Study date:
Document number:

31/05/2023 90485 Valid Until:

01/08/2023



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#### **ENERGY PRICE ANALYSIS 2023**

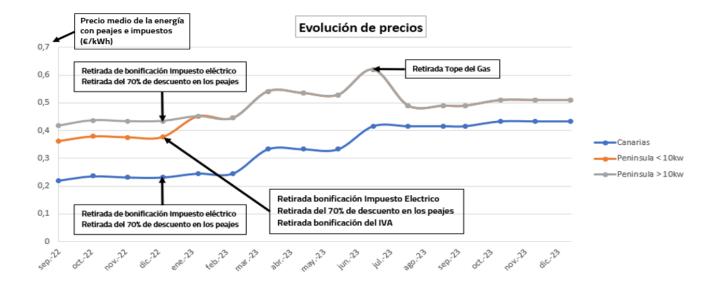
In order to know the evolution of the kWh price for this year 2023, we have to understand that the variations will be presented from two different fronts. The first is the tolls or regulated costs and taxes, which will affect the final price regardless of the price that we have closed. The second is the price of energy that will evolve depending on its price and the contract that we have signed.

#### 1st TOLLS, TAXES OR REGULATED COSTS.

The schedule for withdrawing tax incentives as of today is as follows:

- A) 31/12/2023 Withdrawal of the generation tax bonus that applies to the term of power.
- B) 31/12/2023 Withdrawal of 70% discount on tolls.
- C) 31/12/2023 Withdrawal of the bonus in the Electricity Tax, going from 0.5% to 5%.
- D) 31/12/2023 Withdrawal in the IVA bonus, going from the current 5% to 21%.
- E) The compensation of the Gas limit that began on JUN-22 and ends on JUN-23 will have an average extra cost on the electricity bill between €0.08 and €0.15 per kWh. For all contracts made after April 26, 2022.

These increases will impact the invoice price as follows:



#### <u>2ND PRICE OF ENERGY</u>

Regarding the price of energy, we can find two possibilities. The first is that our contract is indexed, this means that the price is directly linked to the price of energy. The second is that our price is fixed until the end date of the contract, in which it will be updated to the conditions of the moment.

Currently, the price of energy has been modified due to the current entry of the so-called "Gas Cap". It implies a lowering of the price of energy despite compensating the plants with capped prices, which they have stopped receiving. This translates into an increase in the electricity bill.

Customers included in the indexed market will see their bill modified immediately. Other consumers with a fixed price contract will see this change reflected as they renew their contracts with their marketers.



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## ZULUX

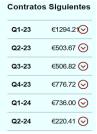
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European energy price evolution graphs

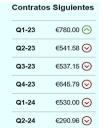












**Contratos Siguientes** 

€223.75 🛇

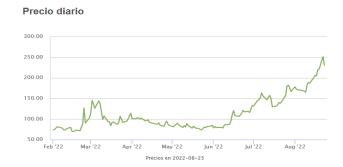
€216.06 😯

Sum-23

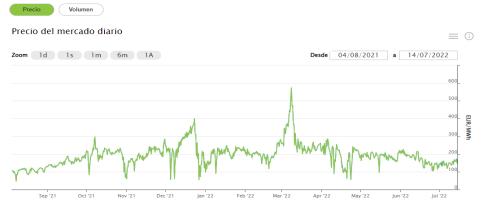
Win-23

#### Gas price evolution graph

The rise in the price of electricity is mostly influenced by the rise in the price of gas, as we can see in the graph.



#### Graph historical evolution of energy prices



As we can see in the annual graph extracted from the page www.omie.es , the price of energy has multiplied x4, going from  $\in$  45MWh to  $\in$ 190MWh.

#### Example:

Price kWh (45€MWh): 0.045 (Energy Price) + 0.0603 (Tolls) = 0.118 €kWh

Price kWh (160€MWh): 0.190 (Energy Price) + 0.0603 (Tolls) + 0,130 (Gas Cap) = 0.3803 €kWh

These prices imply the corresponding increase in the price depending on when we have signed our contract. At its completion, the logical thing is that it be updated with the prices of the moment.



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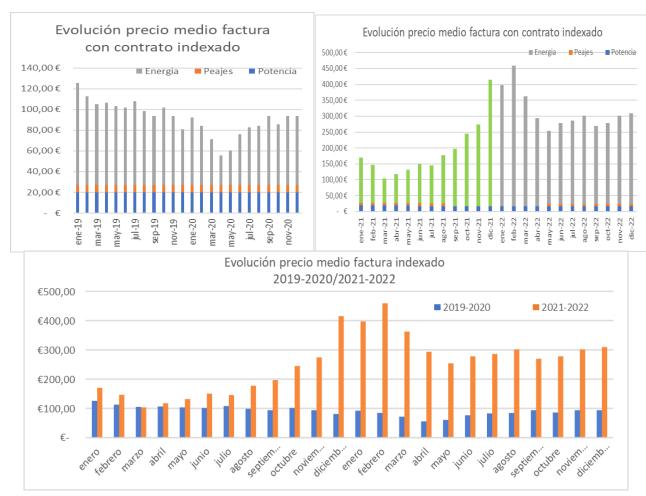




## ZULUX

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Expected evolution of the cost of the invoice with indexed prices.



#### **INVOICE EXAMPLES**



## ZULUX

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#### WHAT MOVE US?

"Tired of working in the construction sector with which I did not feel identified or realized, in which the results are put before people I decided to make a change and take advantage of my experience to work for and for people.

Now, my knowledge and work serve to generate savings, I work with a happy team to help and grateful clients, that is the most important result "

Andrés Sempere
Director Técnico

"As an energy auditor specializing in industry, I realized that auditing and energy efficiency should be a common good, accessible to all because of the tremendous economic and ecological savings that are achieved.

To be able to take these savings to the communities, without having to invest a single euro and contribute our grain of sand to make people live better is the best way to demonstrate that there is a different way of doing things. "

Laureano Pérez Gerente

"I have always wanted to transform the Energy Sector and I can proudly say that seeing people excited with the results they get gives me more strength every day to take savings further, both geographically, and in nevel of conditions that allow them to" Savings communities "be more independent and respectful of the environment.

We have grown up with each of the communities that have trusted us, and together we will achieve the challenges and projects that bring us closer to perfect efficiency. "

Director de Expansión





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#### WHAT MOVE US?

We get communities to consume the minimum, maintaining their benefits.

Do not worry anymore about the bills of the community and get a savings that lower the fees, improve infrastructure, or invest as the community decides.

We offer the peace of mind of a flat rate, which facilitates the management and gives you security in the most comfortable way.

In ZULUX we are dedicated exclusively to energy efficiency in Owners Communities, we are specialists in its management model and its operation, only then we can offer the maximum performance and 100% ...

- Achieve real and tangible savings from the first month
- Keep the facilities we make, everything always ready.
- Execute the whole process, with ZERO cost for the community.
- Maintain the monthly price guaranteed.

#### Guaranteed

Mathematics does not fail, If the bill is greater than what we promised, we pay for it nosotros

#### Maintenance

Tranquility without changes. We keep everything we install, to avoid surprises.

#### No Cost

We are like an open book. Transparent as water. Start without spending a euro.

#### **Happiness**

Nothing to lose. Do not risk anything. We already take care of ourselves.











#### Illumination

Replacing existing lighting with LED technology.

# We act on all points



#### **Powers**

Once all the interventions have been made, the powers are adjusted to the new needs.



#### Rates

Analysis of load curves to adjust the best rate according to your consumption habits.

We review the entire supply chain, to lower consumption to a minimum, we must take care of the detail.



#### Stand By

Adjustments t elimination of unwanted consumption in the installation.



#### **Swimming Pool**

Annual filtration analysis and installation of custom programmable automaton.



#### Monitoring

Control over consumption so that savings do not disappear due to negligence or negligence.



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## ¿HOW DO WE GET IT?

A simple process, wich becomes a continuous cycle of savings.



#### We collect information

We request a bill per contract and access to the estates for the count of receptors.

#### We prepare the proposal

We carry out a complete energy audit based on historical consumption and receptors.

#### We present the study to the administrator

We explain the proposal to the manager detailing the guaranteed savings.

#### We present the study to the neighborhood

We explain the proposal to the neighborhood community, detailing the guaranteed savings.

#### We implement the Solutions

Once the proposal is accepted, we install and update all the efficiency improvement points.

#### We guard consumption and alarms

We control alarms and consumption daily to keep savings always calculated.

#### We recalculate optimizations

We keep the facilities under control and develop new proposals that increase savings.

## Success stories

Size doesn't matter, savings matter.

Operating Area	Building	Medium Urbanization	Large Urbanization		
Operating Area	12 Homes	60 Homes	200 Homes		
Power Optimization	36%	36%	22%		
Rates Optimization	25%	16%	17%		
Replacement of lighting by LED's	21%	22%	21%		
Control pool filtration monitors	Building without pool	16%	30%		
Adjustments and reduction of Stand-by	12%	10%	10%		
Annual expense without Zulux	1.903€	22.673€	52.180€		
Annual expense with Z U l U >	396€	5.371€	11.014€		



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## Everything under control

Your information, complete and uploaded in just one clic

Instant access to the monthly reports showing the savings achieved, our bill, the electricity company bill and proof of payment.

Control of all estates studied, where you can check what phase of execution they are in, from the study request to the end of the contract.

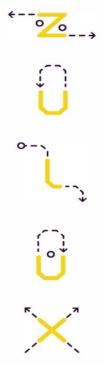
On-line knowledge of the work reports, you will be able to know the status of the demanded notices at the moment; If they are pending, in process or executed

Hourly consumption readings where you can know when a motor has stopped working or since when they have been without light in a sector.



## We make it simple.

We do it for you.



We avoid market strategies and achieve efficiency

We give you back the power over your electricity consumption, choose what you pay

We reduce your bill. Consume less and pollute less

We give back to your community the purchasing power it was losing in electricity

Here our paths cross, we are stronger together



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\*\*\* IMPORTANT ANNOUNCEMENT \*\*\*

ZULUX will not be responsible for the actions that the Community of Owners can execute in the installation based on the interpretations they can understand of the information provided by ZULUX.







#### MOST COMMON ERRORS

Action	Frequent errors	Consequences
	Do not make a feasibility study by point	The investment is not amortized and it has to be an expense
Replacement of lighting	Do not make a lighting study	If the equipment is smaller than required, we will remain no light  areas  If the equipment is larger, the desired savings will not be achieved.
Power reduction	The necessary energy audit is not performed for this action or the installation of a network analyzer to meet the specific power needs	A reduction below the needs of the installation presents us with serious problems, such as:  * Penalty of 250% of the cost of the power  *Supply cut by limiter (the meters have a power limiter)  * Risk of people being trapped in the elevator due to power cuts.  *Risk of disconnection of security systems, such as CO2  extraction in garages or fire pumps.  *Loss of connection rights. (If you want to raise power again, in the face of the Distributor Company it is considered as a new installation and they can ask us,Reinforced lines, transformation center or whatever may be needed, since our power is granted to another supply and if there is not enough the last must condition the installation
		If the power is not adjusted to what is required above, 100% potential savings are not achieved
Change of trading company	No market analysis is done to know the optimal supplier for our contract	You have to check the fine print of the contracts, as long as there is a discount, behind it is a price increase or an imposition of payment services. The commercial of the electric company is not the most appropriate person to advise which rate to hire, because the commissions they charge for contracts are inversely proportional to the cost that will be passed on to the invoice,
Others	Consider that changing the LEDs and lowering power will make all the savings	There is no miracle product that manages to save, to achieve the savings it is essential that expert staff analyze the facilities and act on the different aspects to improve, the union of many small savings "most under 2%), get a great savings for your community



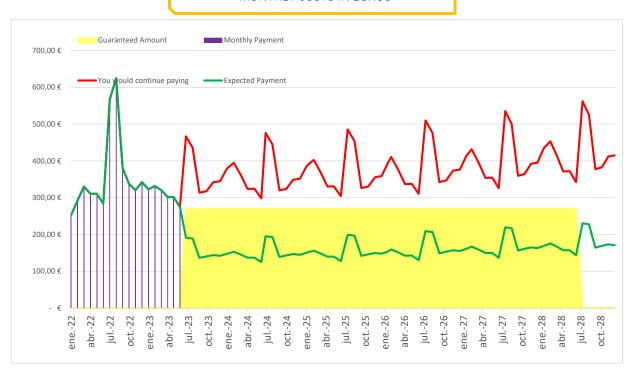




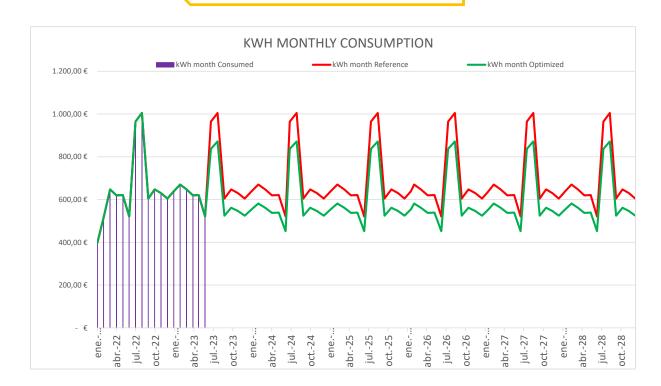


C.P. EDIFICIO LA ISLA CALIDA C/ RAMON DE CAMPOAMOR, 4 esc. 1 ORIHUELA-COSTA NUCLEO

#### MONTHLY COSTS IN EUROS



#### KWH MONTHLY CONSUMPTION





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NAME ADDRESS ASSOCIATED USE COMERCIALIZER RATE

POWER

CONTRACT NUMBER C.U.P.S

C.P. EDIFICIO LA ISLA CALIDA C/ RAMON DE CAMPOAMOR, 4 esc. 1 SERVICIOS GENERALES H54861190

IBERDROLA CLIENTES, S.A.U.

3.0 TD

17,320 kW 17,320 kW 17,320 kW 17,320 kW 17,320 kW 17,320 kW

550931715

ES 0021 0000 1973 7989 EF



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#### REFERENCE BILLING

DATE	Days	Kwh	Rent	Reactive	Other Concepts
31/03/2022	30	660 kWh	7,42 €	- €	9,19€
30/04/2022	30	611 kWh	7,18€	- €	9,19 €
31/05/2022	31	633 kWh	7,42 €	- €	9,19€
30/06/2022	30	514 kWh	7,18€	- €	9,19€
31/07/2022	31	983 kWh	7,42 €	- €	9,19€
30/08/2022	30	991 kWh	7,18€	- €	9,19€
30/09/2022	31	616 kWh	7,42 €	- €	9,19 €
31/10/2022	31	660 kWh	7,42€	- €	9,19€
30/11/2022	30	621 kWh	7,18€	- €	9,19€
31/12/2022	31	616 kWh	7,42€	- €	9,19 €
31/01/2023	31	651 kWh	7,42€	- €	9,19€
28/02/2023	28	617 kWh	6,71€	- €	9,19€

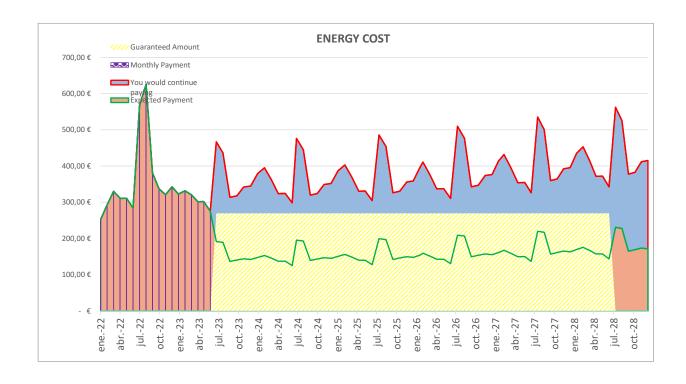
The estimated cost for the next 12 according to the CNE ZULUX guarantees the payment to 5 years will be ZULUX guarantees the payment to 3 years will be ACHIEVING AN AVERAGE ANNUAL SAVING OF

4.303,56€

3.231,17 €

2.589,49 €

1.602,34 € *AT 0 € COST* 









NAME ADDRESS ASSOCIATED USE C.I.F COMERCIALIZER

RATE

POWER

CONTRACT NUMBER C.U.P.S C.P. EDIFICIO LA ISLA CALIDA
C/ RAMON DE CAMPOAMOR, 4 esc. 1
SERVICIOS GENERALES
H54861190

IBERDROLA CLIENTES, S.A.U. 3.0 TD

17,320 kW 17,320 kW 17,320 kW

550931715

ES 0021 0000 1973 7989 EF

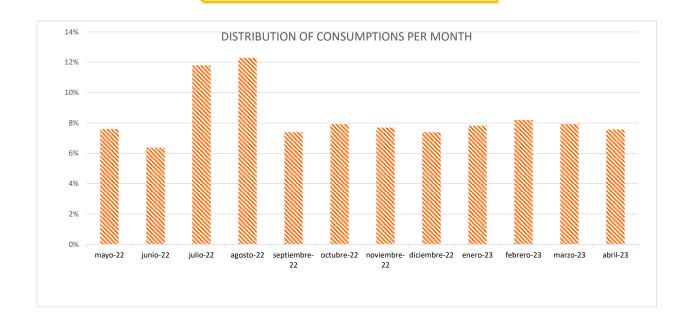


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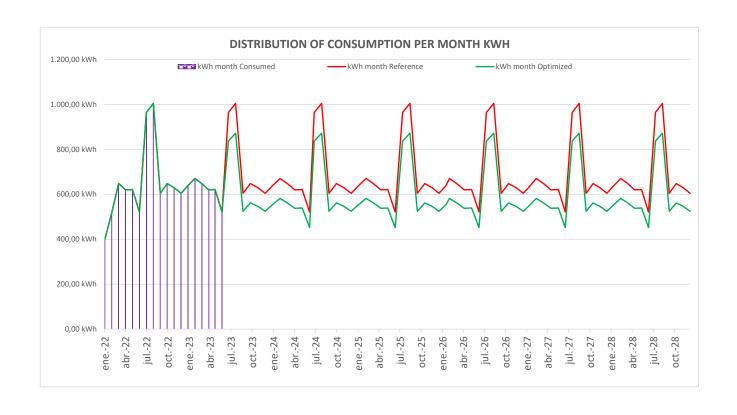
#### DISTRIBUTION OF CONSUMPTIONS PER MONTH

17,320 kW

17,320 kW



#### **EVOLUTION OF CONSUMPTION**









NAME ADDRESS ASSOCIATED USE

COMERCIALIZER

RATE

POWER

CONTRACT NUMBER

C.U.P.S

C.P. EDIFICIO LA ISLA CALIDA C/ RAMON DE CAMPOAMOR, 4 esc. 1 SERVICIOS GENERALES H54861190

IBERDROLA CLIENTES, S.A.U.

3.0 TD

17,320 kW 17,320 kW 17,320 kW 17,320 kW 17,320 kW 17,320 kW

550931715

ES 0021 0000 1973 7989 EF

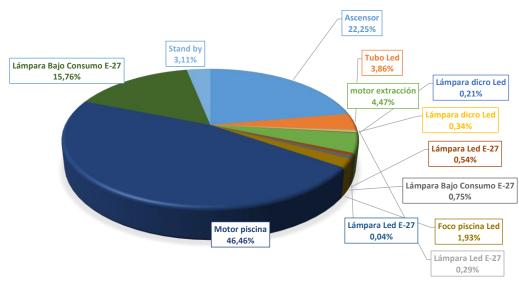


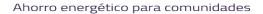
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#### **ELECTRICAL RECEIVERS**

CL	JPS	ES 0021 0000	1973 7989 EF		17,32 kW				
Unity	Description r		nual Consumpti	Power	Switched on	Hours per day	Consumption		
2	Ascen	sor	4980 W	9960 W	Pulsador	0,50 horas	1818 kWh		
4	Tubo I	Led	9 W	36 W	Fijo	24,00 horas	315 kWh		
22	Lámpara L	ed E-27	5 W	110 W	o sensor de mov	0,60 horas	24 kWh		
25	Lámpara d	icro Led	5 W	125 W	o sensor de mov	0,60 horas	27 kWh		
16	Lámpara d	icro Led	5 W	80 W	y sensor de mo	0,60 horas	18 kWh		
2	motor ext	racción	250 W	500 W	Reloj	2,00 horas	365 kWh		
1	Lámpara L	ed E-27	10 W	10 W	Interruptor	1,00 horas	4 kWh		
1	Lámpara L	ed E-27	10 W	10 W	Reloj	12,00 horas	44 kWh		
1	Lámpara Bajo Co	Lámpara Bajo Consumo E-27		Lámpara Bajo Consumo E-27		14 W	Reloj	12,00 horas	61 kWh
3	Foco piscina Led		36 W	108 W	Reloj	4,00 horas	158 kWh		
1	Motor piscina		1600 W	1600 W	Reloj	6,50 horas	3796 kWh		
21	Lámpara Bajo Consumo E-27		14 W	294 W	Reloj	12,00 horas	1288 kWh		
1	Stand by		29 W	29 W	FIJO	24,00 horas	254 kWh		
TOTAL				12,88 kW			8171 kWh		

#### **SERVICIOS GENERALES**













#### ADMINISTRATIVE AUTHORIZATION

In	., atof
NOVALUZ AHORRO ENERGETI	CO S.L.
B-42547380	
C/ Campo N° 34	
03169 Algorfa	

CUSTOMER
C.P. EDIFICIO LA ISLA CALIDA
C/ RAMON DE CAMPOAMOR, 4 esc. 1
CIF: H54861190
ORIHUELA-COSTA NUCLEO

REPRESENTATIVE:	
DNI:	

By signing this contract, THE CUSTOMER authorizes VOVALUZ AHORRO ENERGETICO S.L., to:

- 1.- Request and receive current and historical information on energy supplies and costs.
- 2.- Request and receive information related to potential errors, billing and surcharges in Energy supplies.
- 3.- Request and authorize the payment of refunds and issuance of credits as a result of any billing error or overcharge in energy supplies.
- 4.- Request and receive any information related to the result of modifying our current prices or tariffs, or selecting prices or alternative tariffs for our Energy supplies.
- 5.- Request and authorize changes and modifications of the prices or tariffs contracted for our Energy supplies, provided they do not imply variation of the current level of service, increase of the tariff or significant initial investments.
- 6.- Process CERTINS before the Territorial Service of Industry and Energy
- 7.- Access to the web platforms of the distributor and the marketer in order to manage the supply consumption data.
- 8.- Access the smart meter records.
- 9.- For the purposes of that provided for in the General Data Protection Regulations, we inform you that the data of the Community representative may be provided to the Territorial Service for Industry and Energy, in order to performe the tasks derived from this authorization.

NOVALUZ AHORRO ENERGETICO S.L., is empowered to execute or process the relevant actions and revoke this authorization, especially in case of breach of any of the particular conditions that are incorporated into the contract.

#### **THE CUSTOMER**



#### 1 YEAR ENERGY OPTIMIZATION CONTRACT

NOVALUZ AHORRO ENERGETICO S.L. B-42547380 C/ Campo N° 34 03169 Algorfa

CUSTOMER
C.P. EDIFICIO LA ISLA CALIDA
C/ RAMON DE CAMPOAMOR, 4 esc. 1
CIF H54861190
ORIHUELA-COSTA NUCLEO

REPRESENTATIVE:		
DNI:	]	

NOVALUZ AHORRO ENERGETICO S.L., from now referred to as E.S.C. "Energy Services Company"

C.P. EDIFICIO LA ISLA CALIDA, from now on, the CUSTOMER

- 1.- The purpose of this contract is to improve the energy efficiency of the Neighborhood Association.
- 2.- The implementation of the recommendations issued by the E.S.C. under this agreement shall be subject to approval. However, the E.S.C. will directly implement those basic recommendations on behalf of the property (those which do not require investment by the CUSTOMER, and those whose cost does not involve extension or modification of the contract, and which do not suppose penalty of the service) as long as there is no reliable opposition. If the CUSTOMER refuses to performe any of the planned actions in the community in terms of energy savings, the guaranteed value must be updated by eliminating the savings belonging to the item not performed.
- 3.- The E.S.E has carried out an energy audit and will execute, exclusively, the adjustments and investments planned in the installation, in terms of energy savings, derived from the aforementioned audit, which are amortized during the initial duration of the contract, all without any cost for the CLIENT.
- 4.- The CUSTOMER undertakes to pay between the 1st and 10th of each month the guaranteed sum of 258,63€, taxes included, according to the attached document N.90485,2644656895 to the E.S.C. during the period of validity of the contract. This amount shall be paid by the CUSTOMER to the E.S.E. by means of direct debit bank receipt, by signing, in this act, the "SEPA Business Direct Debit Mandate".

This guaranteed amount includes exclusively the CUPS, electrical receivers and consumption patterns included in the Energy Study, in case of any modification that implies an increase or decrease of new CUPS, electrical receivers and/or consumption patterns, the E.S.E. is enabled to update the Energy Study and, therefore, the guaranteed amount, by signing the corresponding annex, updating the clauses that are affected.

The amount of the guaranteed capital will only be updated in the event of any legislative variation, which affects the purpose of the contract, and which implies a variation in the costs to be borne by the E.S.E., said update will be in the same proportion and sense, both positive as negative.

As long as the adjustment mechanism called "gas price cap" is in force once the corresponding electricity supply bill is received, and provided it includes this adjustment mechanism, the E.S.E. Only the "gas price cap" plus the corresponding taxes (electricity tax and VAT) will be charged, said amount will be paid by the CLIENT to the E.S.E. by bank receipt domiciled at sight.

In case that the CUSTOMER would make the return of any of the bank receipts, the CUSTOMER will assume the expenses caused by such return, and the E.S.E. may also demand twenty euros as administrative expenses for the management of the non-payment plus the legal interest for late payment.

Likewise, the CUSTOMER states that the E.S.C. has clearly explained the services to be contracted prior to the signing of this contract, and the CUSTOMER states that understands and accepts them in its entirety.

- 5.- The E.S.C. undertakes to pay the electricity supply bill, provided that the CUSTOMER has paid the current monthly payment. If this payment has not been made, the E.S.C. shall not be obliged to pay the electricity company's bill, the CUSTOMER is exonerating the E.S.C. from any responsibility or penalty that may be generated by the non-payment of the invoice.
- 6.- If the E.S.C. would return a charge of the company while the community is up to date with payment, will have 20 working days to make the payment or submit the pertinent claim. If after this period the payment has not been made, the community will be entitled to suspend the contract, and any investment made by the E.S.C. remain its property.
- 7.- The E.S.C. will extend the guarantee of the equipment installed until the end of the contract.
- 8.- This contract will have a duration of one year that, upon expiry, the contract will be automatically renewed for the same period, unless expressly waived

The calculation of the duration of the contract begins with the date of issue of the first invoice, which will be issued between the second and fourth month following the signature of this contract.



#### 1 YEAR ENERGY OPTIMIZATION CONTRACT

- 9.- For the purposes of the provisions of the General Data Protection Regulations, we inform you that the details of the Community representative may be provided to the Territorial Service for Industry and Energy, in order to perform the tasks arising from this authorization
- 10.- The transfer of rights in order to guarantee the services to the CUSTOMER

NOVALUZ AHORRO ENERGETICO S.L. with CIF number: B-42547380 and adressed atC/ Campo N° 34 , 03169 Algorfa acting in his own name and as a franchisee or related company of COMUNIDAD ZULUX, S.L.U., with CIF reference B-54.170.139 and registered office in San Juan (Alicante), at Avenida de Muchamiel, 1 Oficina 4, states that in the event that for any circumstance the franchisee would terminate his activity, all the rights and obligations derived from the energy optimization contracts of this Neighborhood Association will be assumed directly by COMUNIDAD ZULUX, S.L.U., who will be directly subrogated to the position of the former, regarding to the signed contracts.

- 11.- If the CUSTOMER decides to terminate the contract before its expiry date or any of its extensions, the CUSTOMER must give at least 30 days' notice by any reliable means. If the termination is not justified by any of the clauses of this contract, the CUSTOMER shall pay to the E.S.C. an amount of 88,85 € for each remaining month until the end of the contract.
- 12.- If the E.S.C. decides to terminate the contract, before its expiration or any of its extensions, it must communicate it at least 30 days in advance and by any reliable means. If the termination is not justified by any of the clauses of this contract, the E.S.E. shall transfer the investment made to the Neighborhood Association.
- 13.- In the event that the CUSTOMER fails to comply with the commitment to pay three installments, the E.S.C. shall be entitled to terminate the contract. In such case, the Neighborhood Association, in addition to paying the outstanding installments, shall indemnify the E.S.E. in the amount of
- 111,06 € for each remaining month until the end of the contract, reserving the E.S.C. the legal actions that best correspond to it. Once the compensation has been paid, all the investment made will become the property of the Neighborhood Association.
- 14.- Any investment that the E.S.C. performed at the installation will be the property of the E.S.C. for the duration of the contract and its extensions. Once the duration of the contract and its extensions have passed, and the CUSTOMER is up to date with payments, the E.S.C. will transfer the investment made to the Neighborhood Association.
- 15.- The CUSTOMER is obliged to notify the E.S.C. of any modification made to the installation. If this modification involves an increase in consumption or installed power, the E.S.C. is authorised to update the guaranteed amount.
- 16.- If the E.S.C. does not comply with any of the points set forth in this contract, the CUSTOMER is authorised to terminate the contract, without any penalty whatsoever and will keep all the investment made by the E.S.C.
- 17.- The E.S.C. will maintain, throughout the duration of the contract, the level of service and luminosity existing today, and guarantees the security and confidentiality of the data provided by the CUSTOMER, which will be incorporated into an automated file and will become part of the database of the contracted party (Organic Law 15/1999, of December 13, Protection of Personal Data and other applicable legislation).
- 18.- DATA PROTECTION CLAUSE is in attached annex
- 19.- The CUSTOMER authorises the assignment of this contract, and in the case of its occurrence, the assignee assumes the rights and obligations of the present contract, and becomes the ultimate and sole party responsible for the fulfilment of the above clauses.
- 20.- Once the contract has been signed, and in the case that the customer is interested in installing renewable energies, two options will be distinguished:
  - The installation of renewable energy may be performed by Zulux, in which case, the expected amount of the reduction in consumption will be deducted from the existing guaranteed amount and the production of renewable energy will be guaranteed.
  - In case that the installation is performed by an external company, the cost discount of the energy produced will be deducted from the guaranteed amount, as and when it is produced.
- 21.- The communications to be made between the Parties shall be understood to have been validly made, provided that they are sent to the addresses indicated at the beginning of this contract, unless the addressee has previously notified the other party of a change of address.
- 22.- In case of discrepancy between this contract and its translation, the Spanish version of this contract prevails.

  And in proof of conformity, both parties sign all the pages of this contract in duplicate.

In, atof	
CLISTOMER	NOVALUZ AHODDO ENEDCETICO S I



#### 5 YEARS ENERGY OPTIMIZATION CONTRACT

NOVALUZ AHORRO ENERGETICO S.L. B-42547380 C/ Campo N° 34 03169 Algorfa

**CUSTOMER** 

C.P. EDIFICIO LA ISLA CALIDA C/RAMON DE CAMPOAMOR, 4 esc. 1

CIF H54861190 ORIHUELA-COSTA NUCLEO

REPRESENTATIVE:	
DNI:	

NOVALUZ AHORRO ENERGETICO S.L., from now referred to as E.S.C. "Energy Services Company"

C.P. EDIFICIO LA ISLA CALIDA, from now on, the CUSTOMER

- 1.- The purpose of this contract is to improve the energy efficiency of the Neighborhood Association.
- 2.- The implementation of the recommendations issued by the E.S.C. under this agreement shall be subject to approval. However, the E.S.C. will directly implement those basic recommendations on behalf of the property (those which do not require investment by the CUSTOMER, and those whose cost does not involve extension or modification of the contract, and which do not suppose penalty of the service) as long as there is no reliable opposition. If the CUSTOMER refuses to performe any of the planned actions in the community in terms of energy savings, the guaranteed value must be updated by eliminating the savings belonging to the item not performed.
- 3.- The E.S.C. has performed an energy audit and will execute the planned adjustments and investments foreseen in the installation, in energy savings terms arising from the mencioned energy audit, all without any cost for the CUSTOMER.
- 4.- The CUSTOMER undertakes to pay between the 1st and 10th of each month the guaranteed sum of 269,26€, taxes included, according to the attached document N.90485 to the E.S.C. during the period of validity of the contract. This amount shall be paid by the CUSTOMER to the E.S.E. by means of direct debit bank receipt, by signing, in this act, the "SEPA Business Direct Debit Mandate"

This guaranteed amount includes exclusively the CUPS, electrical receivers and consumption patterns included in the Energy Study, in case of any modification that implies an increase or decrease of new CUPS, electrical receivers and/or consumption patterns, the E.S.E. is enabled to update the Energy Study and, therefore, the guaranteed amount, by signing the corresponding annex, updating the clauses that are affected.

In case that the CUSTOMER would make the return of any of the bank receipts, the CUSTOMER will assume the expenses caused by such return, and the E.S.E. may also demand twenty euros as administrative expenses for the management of the non-payment plus the legal interest for late payment.

Likewise, the CUSTOMER states that the E.S.C. has clearly explained the services to be contracted prior to the signing of this contract, and the CUSTOMER states that understands and accepts them in its entirety.

- 5.- The E.S.C. undertakes to pay the electricity supply bill, provided that the CUSTOMER has paid the current monthly payment. If this payment has not been made, the E.S.C. shall not be obliged to pay the electricity company's bill, the CUSTOMER is exonerating the E.S.C. from any responsibility or penalty that may be generated by the non-payment of the invoice.
- 6.- If the E.S.C. would return a charge of the company while the community is up to date with payment, will have 20 working days to make the payment or submit the pertinent claim. If after this period the payment has not been made, the community will be entitled to suspend the contract, and any investment made by the E.S.C. remain its property.
- 7.- The E.S.C. will extend the guarantee of the equipment installed until the end of the contract. The E.S.C. undertakes to replace burnt-out lamps in transit areas during the term of the contract, excluding, but not limited to, sports areas.
- 8.- This contract will have a duration of five year that, upon expiry, the contract will be automatically renewed for the same period, unless expressly waived at least two months in advance by either of the parties up to the fifth year.

The calculation of the duration of the contract begins with the date of issue of the first invoice, which will be issued between the second and fourth month following the signature of this contract.

9.- For the purposes of the provisions of the General Data Protection Regulations, we inform you that the details of the Community representative may be provided to the Territorial Service for Industry and Energy, in order to perform the tasks arising from this authorization.



#### **5 YEARS ENERGY OPTIMIZATION CONTRACT**

10.- The transfer of rights in order to guarantee the services to the CUSTOMER

NOVALUZ AHORRO ENERGETICO S.L. with CIF number: B-42547380 and adressed atC/ Campo N° 34 , 03169 Algorfa acting in his own name and as a franchisee or related company of COMUNIDAD ZULUX, S.L.U., with CIF reference B-54.170.139 and registered office in San Juan (Alicante), at Avenida de Muchamiel, 1 Oficina 4, states that in the event that for any circumstance the franchisee would terminate his activity, all the rights and obligations derived from the energy optimization contracts of this Neighborhood Association will be assumed directly by COMUNIDAD ZULUX, S.L.U., who will be directly subrogated to the position of the former, regarding to the signed contracts.

- 11.- If the CUSTOMER decides to terminate the contract before its expiry date or any of its extensions, the CUSTOMER must give at least 30 days' notice by any reliable means. If the termination is not justified by any of the clauses of this contract, the CUSTOMER shall pay to the E.S.C. an amount of 90,53 € for each remaining month until the end of the contract.
- 12.- If the E.S.C. decides to terminate the contract, before its expiration or any of its extensions, it must communicate it at least 30 days in advance and by any reliable means. If the termination is not justified by any of the clauses of this contract, the E.S.E. shall transfer the investment made to the Neighborhood Association.
- 13.- In the event that the CUSTOMER fails to comply with the commitment to pay three installments, the E.S.C. shall be entitled to terminate the contract. In such case, the Neighborhood Association, in addition to paying the outstanding installments, shall
- 113,17 € for each remaining month until the end of the contract, reserving the E.S.C. the legal actions that best correspond to it. Once the compensation has been paid, all the investment made will become the property of the Neighborhood Association
- 14.- Any investment that the E.S.C. performed at the installation will be the property of the E.S.C. for the duration of the contract and its extensions. Once the duration of the contract and its extensions have passed, and the CUSTOMER is up to date with payments, the E.S.C. will transfer the investment made to the Neighborhood Association.
- 15.- The CUSTOMER is obliged to notify the E.S.C. of any modification made to the installation. If this modification involves an increase in consumption or installed power, the E.S.C. is authorised to update the guaranteed amount.
- 16.- If the E.S.C. does not comply with any of the points set forth in this contract, the CUSTOMER is authorised to terminate the contract, without any penalty whatsoever and will keep all the investment made by the E.S.C.
- 17.- The E.S.C. will maintain, throughout the duration of the contract, the level of service and luminosity existing today, and guarantees the security and confidentiality of the data provided by the CUSTOMER, which will be incorporated into an automated file and will become part of the database of the contracted party (Organic Law 15/1999, of December 13, Protection of Personal Data and other applicable legislation).
- 18.- DATA PROTECTION CLAUSE is in attached annex
- 19.- The CUSTOMER authorises the assignment of this contract, and in the case of its occurrence, the assignee assumes the rights and obligations of the present contract, and becomes the ultimate and sole party responsible for the fulfilment of the above clauses.
- 20.- Once the contract has been signed, and in the case that the customer is interested in installing renewable energies, two options will be distinguished:
  - The installation of renewable energy may be performed by Zulux, in which case, the expected amount of the reduction in consumption will be deducted from the existing guaranteed amount and the production of renewable energy will be
  - In case that the installation is performed by an external company, the cost discount of the energy produced will be deducted from the guaranteed amount, as and when it is produced.
- 21.- The communications to be made between the Parties shall be understood to have been validly made, provided that they are sent to the addresses indicated at the beginning of this contract, unless the addressee has previously notified the other party of a change of address.
- 22.- In case of discrepancy between this contract and its translation, the Spanish version of this contract prevails.

And	in proof	of c	conform	ity, bo	th par	ties sig	n all	the	pages	of t	this	contrac	i in d	duplica	te.
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In	., atof	:	
CU	STOMER		



NOVALUZ AHORRO ENERGETICO S.L. B-42547380 C/ Campo N° 34 03169 Algorfa

CUSTOMER
C.P. EDIFICIO LA ISLA CALIDA
C/ RAMON DE CAMPOAMOR, 4 esc. 1
CIF H54861190
ORIHUELA-COSTA NUCLEO

#### **DATA PROTECTION APPENDIX**

#### a) Data processed and why we process it

The personal data we process are the personal information of the signatories of the contracts or their legal representatives, as well as those of the interlocutors provided by the Community to maintain the contractual relationship.

#### b) Purpose

We will process the personal data provided by the Community in order to provide the requested service.

Within the ZULUX digital platform, the processing of the user's personal data will be carried out for the purpose of providing access and use of the digital platform and the contracting data and contact information available to said user, as well as to be able to manage incidents, as well as to comply with legal obligations and fulfil legal obligations.

We will use the identification and contact data to send you information related to the contracted service, and to inform you of any news that may be related to the contracted service.

The communications may be sent by post, telephone, e-mail or instant messaging.

Any commercial offers that may be sent will be sent to the interlocutors provided by the Community by any means (including, where appropriate, electronic means)

The right to object to such processing may be exercised by the Community with regard to the processing of data for the purpose of receiving suitable offers or by the contact person with regard to the receipt of such offers by electronic means, by sending the relevant notification to the addresses given in the "Exercise of Rights" section.

#### c) What legitimises us to process your data?

The processing of the data of the signatories of the contract, interlocutors and contacts is covered by this contract, as it is necessary to manage the execution of the contract and to provide services and for the management of incidents related to the service.

We consider that we have a legitimate interest in knowing the degree of satisfaction with our service, as we understand that the processing of this data is also beneficial to the Community, because its purpose is to improve the experience as a user of the service.

When your query is related to the exercise of the rights about which we inform you below, or with claims related to our service, what legitimises us to process your data is the fulfilment of legal obligations on our part.

In case of sending Newsletters and commercial and courtesy communications, the basis of legitimacy is the legitimate interest of E.S.C. to perform promotional and loyalty activities through the sending of commercial communications related to products and services aimed at the Community, provided that these are addressed to the interlocutors and/or representative of the Community.

In case that any of our processing requires your consent, we will ask for it beforehand.

#### d) Information retention periods

In compliance with the principle of the limitation of the storage period, the data collected will be processed solely and exclusively for the time necessary and for the purposes for which they were collected at any given time.

Therefore, the data will be kept in such a way as to permit identification of the data subjects for the time necessary for the purposes for which the personal data are processed.

The data of the contract signatory will be kept for as long as the commercial relationship is maintained and once it is terminated for the years necessary to comply with the obligations and responsibilities that may arise from it.

The data of the interlocutors and contacts provided to us in order to be able to provide the service will be deleted in the event of modification by the Community.

e) Information we share: recipients or categories of recipients

E.S.C. has contracted, for the management of some of the functions necessary for the provision of the service, trusted suppliers who may have access to personal data.

These suppliers will act as data processors and will be contractually obliged to comply with their legal obligations and to maintain the confidentiality and secrecy of the information.

In addition, E.S.E. may communicate the personal data requested to the different public authorities by virtue of a legal obligation, such as courts, authority agents, and any other that, according to the current regulations, may be applicable.

#### f) International data transfers

All our suppliers are located in the European Union, so the processing of data under this contract does not involve international data transfers.

#### g) Exercise of rights

You have the right to obtain confirmation as to whether E.S.E. is processing your personal data, therefore, you have the right to access your personal data, rectify inaccurate data or request its deletion when the data is no longer necessary, as explained in the additional information.

#### Orden de domiciliación de adeudo directo SEPA B2B SEPA Business Direct Debit Mandate

Referencia de la orden de domiciliación:	EFICIENCIA ENERGÉTICA	
Mandate reference		
Identificador del acreedor:	B-42547380	
Creditor Identifier	FRANQUICIA ALICANTE SUR	
Nombre del acreedor / Creditor's name	NOVALUZ AHORRO ENERGETICO S.L.	
Dirección / Address	TICO S.L. C/ campo N°34 03169 Algorfa, Alicante Tel 687 550 404	
Código postal - Población- Provincia	O3169 Algorfa	
Pais / Country	España	

Mediante la firma de esta orden de domiciliación, el deudor autoriza (A) al acreedor a enviar inst rucciones a la ent idad del deudor para adeudar su cuenta y (B) a la ent idad para efect uar los adeudos en su cuent a siguiendo las instrucciones del acreedor. Est a orden de domiciliación está previst a para operaciones exclusivamente entre empresas y/o autónomos. El deudor no t iene derecho a que su ent idad le reembolse una vez que se haya realizado el cargo en cuent a, pero puede solicit ar a su ent idad que no efect úe el adeudo en la cuenta hasta la fecha debida. Podrá obt ener información det allada del procedimiento en su ent idad financiera.

By signing this mandate form, you authorize (A) {NAME OF CREDITOR} to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from {NAME OF CREDITOR}. This mandate is on ly intended for business-to-business transactions. You are not entitled to a refund from your bank after your account has been debited, but you are entitled to request your bank not to debit your account up until the day on which the payment is due. Please contact your bank for detailed procedures in such a case.

Nombre del deudor/es / Debtor's name	C.P. EDIFICIO LA ISLA CALIDA	
Titulares de la cuenta de cargo		
Dirección de deudor / Address of debtor	C/ RAMON DE CAMPOAMOR, 4 esc. 1	
Código Postal -Población - Provincia	3189 ORIHUELA-COSTA NUCLEO ALICANTE	
Pais del deudor / Country of the debtor	España	
Swift BIC / Swft BIC		
Número de cuenta - IBAN / Accout number - IBAN		
En España el IBAN consta de 24 posiciones comenzando siempre poe ES		
Spanish IBAN of 24 posicions always starting ES		
Tipo de pago:	Pago recurrente Pago único	
	Recurent payment One-off payment	
Fecha- Localidad: 01/07/2023	Santa Pola	
Date - location in which you are signing		
Firma del deudor:		
Signature of the debtor		

TODOS LOS CAMPOS HAN DE SER CUMPLIMENTADOS OBLIGATORIAMENTE. UNA VEZ FIRMADA ESTA ORDEN DE DOMICILIACIÓN DEBE SER ENVIADA AL ACREEDOR PARA SU CUSTODIA. LA ENTIDAD DE DEUDOR REQUIERE AUTORIZACIÓN DE ÉSTE PREVIA AL CARGO EN CUENTA DE LOS ADEUDOS DIRECTOS B2B. EL DEUDOR PODRÁ GESTIONAR DICHA AUTORIZACIÓN CON LOS MEDIOS QUE SU ENTIDAD PONGA A SU DISPOSICIÓN.

ALL GAPS ARE MANDATORY. ONCE THIS MANDATE HAS BEEN SIGNED MUST BE SENT TO CREDITOR FOR STORAGE. NEVERTHELESS, THE BANK OF DEBTOR REQUIRES DEBTOR'S AUTHORIZATION BEFORE DEBITING B2B DIRECT DEBITS IN THE ACCOUNT. THE DEBTOR WILL BE ABLE TO MANAGE THEM ENTIONED AUTHORIZATION THROUGH THE MEANS PROVIDED BY HIS BANK.