

Consumer and Energy Supplier Code of Conduct 2020

Introduction

This code of conduct applies to contacts between -or on behalf of- the energy supplier and a consumer regarding the recruitment, entering into, continuation and termination of gas and electricity supply agreements and related contacts.

For a long time, consumers have been able to choose their energy supplier for electricity and gas. This code of conduct aims to contribute to consumer confidence in the energy market. Suppliers who apply this code want to make clear that they will inform consumers well, acquire customers in an honest and good way and handle supplier changes in the best possible way for the consumer. The Code of Conduct gives substance to self-regulation by energy suppliers in this area. The supplier must, of course, act in accordance with the applicable regulations, including, to the extent applicable, the Electricity Act 1998 and the Gas Act and the regulations applicable pursuant to it as well as all other laws and regulations relating to consumer protection. Based on these laws and regulations, the Consumer and Market Authority supervises the actions of energy suppliers and has various options to take action against suppliers if it believes they are not acting properly.

The first version of the Code of Conduct was created by EnergieNed Federation of Energy Companies in 2006. In the 2015 version, Energie-Nederland trade association of energy companies included the requirements related to Customized Offer. Among other things, the new version includes additional provisions regarding sales outside the sales area, incorporates a reference to the General Data Protection Regulation, establishes agreements on cooperation between suppliers, intermediaries and distribution platforms, including a reference to the Central Intermediary Register Energy Market (CIRE) that was recently established, further tightens the complaints procedure and further clarifies the scope of the code of conduct. All suppliers licensed to supply to consumers may apply this Code of Conduct and, to do so, sign the 2020 Consumer and Energy Supplier Code of Conduct Accession Statement, which is attached to this Code of Conduct. If the supplier uses this option, the supplier is required to publish this code of conduct on its website and indicate (reactively) to customer inquiries that it is committed to compliance with the Consumer and Energy Supplier Code of Conduct. The supplier applying the Code of Conduct must elaborate, by means of one or more protocols, how it ensures/has ensured that the Code of Conduct is complied with by any person who has contact with a consumer for or on its behalf concerning the recruitment, conclusion, continuation and termination of gas and electricity supply contracts and related contacts. He must also specifically address his own customer service and third parties to be engaged by him in this regard.

Energy Netherlands (www.energie-nederland.nl) will provide on its website an overview of all suppliers that indicate they apply this code of conduct.

0. Definitions

Customized Offer	the customized offer to the consumer as described in Article 1.9(h) of this Code of Conduct
consumer	any natural person acting for purposes outside his business or professional activity. A specific condition for this code of conduct is that it concerns a natural or legal person that enters into (or has entered into) a small consumer contract or has received an offer for the supply of electricity or gas at one connection address that is mainly used for domestic purposes
distribution platform	an organization that hires, manages and instructs intermediaries on behalf of one or more suppliers to establish supply agreements between consumers and suppliers
customer	consumer who has entered into a gas or electricity supply contract with the supplier
supply	the making available on the electricity grid/gas transport network, other than transport, of the quantity of electric energy and/or gas agreed between the supplier and consumer
supply agreement	the agreements between the supplier and consumer regarding the supply
outside sales the sales area	any supply contract between the supplier and the consumer that: <ul style="list-style-type: none"> 1° is concluded in the simultaneous personal presence of the supplier or intermediary and the consumer at a place other than the sales premises of the supplier or intermediary or for which an offer has been made to the consumer under the same circumstances; 2° is concluded at the sales premises of the supplier or intermediary or using a means of distance communication, immediately after the consumer has been personally and individually addressed at a place which is not the sales premises of the supplier or intermediary, in the simultaneous personal presence of the supplier or intermediary and the consumer; or 3° is concluded during an excursion organized by the supplier or intermediary with the aim or effect of promoting and selling goods or services to the consumer;

telemarketing	the planned and systematic use of telephone conversation to attempt to induce a consumer to enter into a supply agreement
advertising via e-mail	publicly touting the supplier's products and/or services by e-mail
letterbox advertising	any advertising which is distributed, addressed or unaddressed, via letterbox or post office box and is not an integrated part of another medium, such as newspapers and magazines
direct response advertising	any advertising in which the supplier's offered products and/or services can be obtained directly from the supplier by means of a written, electronic or telephone response
intermediary	an organizational entity (natural or legal person) that directly or indirectly (through a distribution platform) mediates on behalf of the supplier, whether or not under its own trade name and regardless of the sales channel, on a fee basis between the supplier and the consumer, or otherwise directly or indirectly engages in commercial activities on behalf of the supplier. Natural or legal persons working with a right of representation or acting on behalf of a collective and thus authorized to enter into a supply agreement on behalf of a consumer are covered by this definition insofar as there is a prior assignment by the supplier or - if there is no prior assignment - the intermediary confirms and proves in writing that recruitment has taken place in accordance with the Code of Conduct.
supplier	an organizational unit engaged in supplying gas or electricity to consumers.
social media	social media is a collective term for all Internet applications through which users share information with each other. This includes blogs (such as Twitter), forums (such as Consumer Association or Tweakers sites), and social networks (including Instagram, Facebook and LinkedIn) as well as messaging services (including Whatsapp and Telegram).
individual seller	employee of the supplier or intermediary who offers a supply contract to consumers for the purpose of recruitment.

1. General

- 1.1 The supplier is at all times responsible for contacts with consumers made by and on its behalf and information provided by and on its behalf. This responsibility is detailed in this code of conduct through requirements imposed by suppliers on distribution platforms and intermediaries. Intermediaries who interact with consumers for or on behalf of the supplier must be able to refer a consumer to the supplier's complaint procedure if requested.
- 1.2 All communications with and information to consumers should:
 - a) be clear and unambiguous;
 - b) be decent, honest, truthful and in accordance with the law;
 - c) not contain false or misleading information as to price, value, service or any other material aspect.
- 1.3 Each individual salesperson makes clear from the start of the sales call what the purpose of the call is and on behalf of which vendor(s) he/she is acting.
- 1.4 The supplier shall provide objective information about the energy market, the players, their roles and the applicable processes and laws and regulations and shall not make negative statements about them. Under no circumstances will consumers be led to doubt or fear about the proper handling of supplier changes and the reliability of the supplier.
- 1.5 Restraint is exercised in providing information about competitors. For specific questions or complaints about competitors, the supplier refers to the competitor in question. Consumers will not be referred to other suppliers based on specific characteristics of the consumer and/or after the rejection of the offer and/or additional terms and conditions by the consumer.
- 1.6 Sales calls will not take advantage of the consumer's inexperience and/or vulnerability due to age, minority, poor knowledge of spoken language, illiteracy and/or visual and/or hearing impairments. If it should be reasonably clear that the consumer is not competent to enter into a supply agreement or does not sufficiently understand the content or scope of the supply agreement, no supply agreement shall be entered into at that time. In this case, the individual salesperson immediately ends the conversation and - if applicable - leaves the home. When it is unclear whether the consumer is of age, the individual salesperson asks about the age of the person in question. If the consumer is under the age of 18, no supply agreement is made and the individual salesperson ends the conversation, and/or leaves the home.
- 1.7 If a supply contract is concluded with a consumer from the group of vulnerable consumers mentioned in the previous article who does not sufficiently understand the content or scope of the supply contract, such consumer shall, at his own request, not be bound by his supply contract.

- 1.8 In case the supplier retrieves data from the Central Connection Register (CAR) and Contract End Register (CER) for the purpose of "Tailor-made offers", this will only take place with the consumer's consent and in accordance with the requirements of General Data Protection Regulation (AVG).
- 1.9 If, instead of entering into a supply agreement, the consumer indicates that he only wants information, then it is not permissible to send a supply agreement. The supplier may respond to the request for information by sending it by mail or e-mail or referring to the supplier's website or otherwise. If desired, what information is available is indicated.
- 1.10 Before entering into a supply agreement, the nature and main provisions of the supply agreement are explained to the consumer in simple and clear language so that the consumer is aware of before signing:
- a) the identity of the supplier and/or, if applicable, the intermediary;
 - b) the fact that he enters, through an intermediary or otherwise, into a supply agreement with the relevant supplier;
 - c) the product at issue;
 - d) the supply tariffs offered to him or the supply tariffs from which he can choose, including VAT; and, where applicable, the method of netting and any feed-in fee;
 - e) the nature of the tariffs that, in connection with the supply of energy, will be charged in addition to the energy supply tariffs (by the supplier: e.g., government levies and on behalf of the system operator: system operation costs)
 - f) the total expected annual cost (including VAT, all government levies, grid management charges and other unavoidable costs) based on his (average) (last known) annual consumption and single or normal/off-peak tariff, including how and when any welcome bonuses, cash-backs, discounts and the like are calculated into those costs and what conditions are attached to them. The supplier encourages the consumer to provide his (average) (last known) annual consumption, zip code and single or normal/valley tariff on which he wants his offer to be based.
 - g) in case of dynamic price contracts, the supplier will provide an indication of the supply tariffs, as well as the risks involved in entering into a supply contract where the tariff is not known in advance
 - h) the supplier provides the consumer with a "Customized Offer" for their expected annual cost based on this data. If the consumer is not willing/able to provide all the data, then the supplier can offer to retrieve data from the Central Connection Register (CAR) and Contract End Register (CER) with the consumer's consent, in compliance with the General Data Protection Regulation (AVG), or the supplier can make another suggestion to apply a certain consumption (consumption category) or the supplier makes an offer based on default values of the supplier in question.

In all cases, the supplier explicitly indicates the data on which its Custom Offer is based. If the Custom Offering is based on data from the central files, either the Standard Year Consumption (SJV) or the combined Standard Year Entry (SJI)/ Standard Year Withdrawal (SJA) can be used.

- i) the possible duration of the supply agreement and the possibilities for (premature) termination and its consequences, including information on a possible termination fee;
- j) the right to rescind the supply agreement free of charge within 14 calendar days of receiving the recorded supply agreement and
- k) the obligation to pay for the supply of gas and electricity within the 14-calendar-day cooling-off period, under the conditions that delivery during the cooling-off period took place at the consumer's express request and the consumer was made aware of these costs (in the case of delivery during the cooling-off period).
- l) the possible payment methods;
- m) the applicable general and other terms and conditions and how to learn about them.

Also, before entering into the agreement:

- n) be asked about the desired delivery start date;
- o) when offering a cancellation service, agreements are made as to whether or not to use it, whereby the supplier communicates that it will not make the cancellation until after the 14-calendar-day period mentioned in point j, unless the consumer expressly desires earlier cancellation.

1.11 If a delivery agreement is established, the following information will be left with or sent to the consumer:

- a) (a copy of) the recorded supply agreement containing or attached thereto:
 - personal details and address of the supplier;
 - the product at issue;
 - the applicable rate(s), including VAT;
 - the duration of the supply agreement and the options for termination, including information on the applicable termination fee;
 - the delivery start date; if the delivery start date is not achieved, the consumer will be informed, including the new delivery start date;
 - in the case of a fixed-term contract, the end-of-contract date; if the end-of-contract date changes (see above), the consumer will be informed, including the new end-of-contract date;
 - explanation of the possibility of dissolving the supply agreement within 14 calendar days, as well as the provision of a model withdrawal form or a reference to a website where it can be found;
 - the contact, e-mail address or telephone number for canceling the supply agreement;
- b) the supplier's general terms and conditions;
- c) the supplier's quality criteria;

- d) the other applicable conditions regarding General Tariffs, the feed-in fee and collection costs, any product conditions and any promotional conditions.
- 1.12 Only when the consumer agrees to enter into a supply agreement may an account number and signature be requested. The consumer is clearly informed if the account number is used for direct debit. Account numbers not obtained with personal consent for that purpose will not be used.
- 1.13 The Multiple Suppliers on One Connection (MLOEA) Code Resolution allows wholesale and retail consumers to have supply agreements with more than one electricity supplier simultaneously. For example, a consumer who buys electricity from a particular supplier can then choose a different supplier for his electric car's charging station. If there is an MLOEA situation, the supplier must make it clear to the consumer for which of the connection(s) a supply agreement is being offered.
- 1.14 The provisions of the General Data Protection Regulation (AVG) and the General Data Protection Regulation Implementation Act (UAVG) apply to the supplier's recruitment activities. The supplier appropriately informs consumers of their rights in accordance with the AVG, amended privacy regulations and additional instructions from the regulator. These include, in particular, the right to access, right to rectification, right to be forgotten, right to transfer data, right to object and right to information. For recruitment, the supplier only cooperates directly or indirectly (through a distribution platform or intermediary) with intermediaries that inform consumers equally in terms of privacy and records this contractually. In addition to the AVG and UAVG, the Code of Conduct for Suppliers of Smart Meters also applies. The privacy statement, the latter code of conduct and the contact details of the Data Protection Officer can be clearly found on the supplier's website.

2. Suppliers, intermediaries and distribution platforms

- 2.1 The supplier will work directly or indirectly (through a distribution platform or intermediary) only with intermediaries who can demonstrate that they meet the following requirements:
- The intermediary must have a registration with the Chamber of Commerce ("CoC");
 - The trade name is the name under which the intermediary's business is conducted. The trade names used by an intermediary must be registered with the Chamber of Commerce...;
 - Foreign Intermediaries must be registered with the register of companies of their country of establishment;
 - The intermediary may not use trade names that are not registered with the Chamber of Commerce;

- Trade names should be findable online and should be easily traceable to the intermediary;
 - The name of the intermediary's website also constitutes a trade name and should therefore match the trade name used for consumer recruitment;
 - The trade names used must not violate the Trade Name Act or the Unfair Trade Practices Act;
 - The trade names used may not be otherwise misleading and, in any case, may not bear a misleading resemblance to a (trade) name of the supplier, distribution platform, regulator, interest group and/or other market party in the energy sector;
 - Advertising originating from the Intermediary shall at all times be recognizable as advertising;
 - To promote transparency and findability, intermediaries who communicate under their own trade name should have a clear, up-to-date and functioning website. The website states:
 - clearly the trade name consistent with statement by the intermediary;
 - clearly the establishment details consistent with the Chamber of Commerce listing;
 - a CoC number consistent with the CoC registration;
 - clear contact information consistent with statement by the intermediary;
 - up-to-date General Terms and Conditions that clearly, completely and correctly state the intermediary's statutory details;
 - a clear complaint procedure and contact information on how a consumer can file a complaint;
 - up-to-date privacy terms that clearly, completely and correctly state the contact details and procedure for exercising rights of data subject, in a manner defined in Article 1, paragraph 14 of this Code of Conduct.
- 2.2 An intermediary may meet the requirements of the previous paragraph if it is registered with the Central Energy Market Intermediary Register (CIRE) and has been granted *verified* status by CIRE partly on the basis of these requirements.
- 2.3 If the supplier directly or indirectly uses an intermediary that does not have *verified* status from the CIRE or that is not registered with the CIRE, the supplier shall make arrangements with the relevant intermediary for compliance with the requirements set forth in subsection 2.1 and monitor compliance with those requirements.
- 2.4 In addition to the previous requirements, the supplier shall make proper and demonstrable agreements with intermediaries and distribution platforms that directly or indirectly acquire customers on their behalf regarding the quality of the acquisition and end-to-end supply of gas or electricity.

- 2.5 The agreements are worked out in quality protocols and recorded in agreements between the supplier and the relevant intermediary or with the distribution platform that deploys the intermediaries directly or indirectly.
- 2.6 The quality protocols and compliance with the agreements entered into are regularly monitored by the supplier, for example, on the basis of follow-up calls to recruited customers in the case of off-premise sales or the recording of telephone calls in the case of telemarketing.
- 2.7 Each individual vendor acting directly or indirectly on behalf of the supplier shall have a recent Certificate of Good Conduct (VOG) upon commencement of work, after training and familiarisation.
- 2.8 The vendor, intermediary and distribution platform provide rewards such that inappropriate behavior by individual sellers is not encouraged.
- 2.9 The supplier makes arrangements with the intermediary and distribution platform that individual vendors who do not comply with this code of conduct will be appropriately reprimanded (e.g., a yellow card) and, in the event of a repeat or serious violation, must immediately stop recruiting for the supplier (e.g., a red card). A similar obligation also applies to the supplier if the individual vendor is employed by the supplier itself.
- 2.10 In any case, a serious offense includes fraud, swindling, deception, misconduct and forgery, and if there is a well-founded suspicion, it shall also be reported to the police.
- 2.11 The supplier shall make arrangements with intermediaries and distribution platforms that individual sellers will not be engaged when it is determined that a serious violation has occurred. A similar obligation also applies to the supplier if the individual vendor is employed by the supplier itself.
- 2.12 In addition to previous provisions, the supplier commits to include at least the elements in agreements with intermediaries and distribution platforms included in the Model Agreement Intermediaries and Distribution Platforms attached to this Code of Conduct.

3. Sales outside the sales area

- 3.1 The supplier will comply with the applicable consumer protection laws and regulations for recruiting consumers outside the sales area.
- 3.2 If the supplier uses off-premises sales for consumer canvassing, this will be done in accordance with the relevant provisions of the Data-Driven Marketing Association (DDMA) Code of Conduct for Field Marketing (GFM) and the Advertising Code for Field Marketing (CFM) of the Dutch Advertising Code (www.reclamecode.nl), with the proviso that the handling of complaints will be done in accordance with this code of



conduct.

- 3.3 In addition to the applicable laws and regulations and the codes of conduct mentioned in the previous paragraph, the following provisions shall be observed by the supplier. These additional provisions relate to off-premises sales that do not involve a prior (telephone) agreement.
- 3.4 Before the interview takes place, the individual vendor is required to identify themselves verbally and in writing by means of valid identification with name, passport photograph and the name of the vendor on whose behalf sales are being made. Furthermore, the purpose of the conversation must be indicated to the consumer and - if applicable - a copy of the license issued by the municipality for off-premises sales must be shown. Through a mark attached to his clothing, it must be clear which vendor the individual vendor is acting for.
- 3.5 If the individual vendor is acting on behalf of multiple vendors, the individual vendor will verbally disclose the names of the various vendors to the consumer at the beginning of the conversation. Furthermore, the requirements of the previous paragraph of this Code of Conduct then also apply. If the conversation leads to a supply agreement, the individual vendor will also clearly identify the supplier on behalf of which the supply agreement is made.
- 3.6 The individual seller respects the wishes of the consumer when the consumer indicates in any way that they do not want a sale at the door and/or indicates that contact is inconvenient. This can be verbal but also be made known through a door sticker, for example. The contact details of consumers who indicate that they do not wish to receive door-to-door sales will be passed on to the vendor on whose behalf the individual vendor is acting, in compliance with the General Data Protection Regulation (AVG). In other cases where it does come to a sales call, the individual seller will end the call and leave the home as soon as a consumer indicates.
- 3.7 Off-premises sales may only take place in municipalities where it is demonstrably permitted. If a local license is required for off-premises sales, the supplier shall ensure that the intermediary or distribution platform applies for a license. Recruitment takes place only after the relevant municipality has issued a permit. A similar obligation also applies to the supplier if the individual vendor is employed by the supplier itself.
- 3.8 If no local permit is required for off-premises sales, the supplier shall make arrangements with the intermediary or distribution platform for the latter parties to notify the relevant municipality in advance that recruitment will take place and at what times and locations within the municipality. A similar obligation also applies to suppliers if the individual vendor is employed by the supplier itself.

- 3.9 If the supplier enters into an agreement with intermediaries or distribution platforms for off-premises sales, at least one reference shall be requested from a prior client with respect to the individual salespersons engaged.
- 3.10 Requesting references by the supplier is not necessary if the supplier, distribution platform(s) and/or intermediary(s) in question are affiliated with the Central Intermediary Register Energy Market (CIRE), and the latter will, in the future, operate a register of certified individual sellers that can be consulted by the parties mentioned above.
- 3.11 At the end of the conversation, even when no delivery agreement has been reached, the individual seller hands the consumer a summary (on paper or immediately via e-mail) that summarizes the steps taken during the conversation. This summary lists the relationship that exists between him/her, the intermediary, the distribution platform and/or the supplier on whose behalf he/she is acting. The summary lists the contact information of the intermediary, distribution platform and/or supplier to which the consumer can turn if they have questions, comments or complaints about the sales call. The overview also includes a reference to the opportunity for the consumer to provide feedback to the intermediary, distribution platform and/or supplier on the conversation conducted.

4. Telemarketing

- 4.1 If the supplier uses telemarketing for canvassing, it is done in accordance with the provisions of the Data-Driven Marketing Association's (DDMA) Code of Conduct for Telemarketing (GTM) and the Dutch Advertising Code's 2020 Telemarketing Code (CTM) (www.reclamecode.nl), on the understanding that complaints are handled in accordance with this code of conduct.
- 4.2 A new supply agreement concluded over the telephone is not valid if during the same telephone conversation the consumer is asked to agree by:
- pressing a telephone button to confirm the contract, or
 - saying "yes" for a tape recording, or
 - clicking a link in an email or on a web page

without having been able to read the contract and terms and conditions. If the consumer indicates that he needs more time to give his agreement, the individual seller will give him the opportunity to do so. For extension/renewal of the supply agreement with an existing customer, the obligation of the written agreement does not apply.

5. Internet and email

- 5.1 If the supplier makes use of the Internet and/or e-mail for canvassing, this shall be done in accordance with the relevant provisions of the Code for the Distribution of Advertising via E-mail (Code e-mail) of the Dutch Advertising Code (www.reclamecode.nl), on the understanding that the handling of complaints shall be in accordance with this code of conduct.
- 5.2 When setting up the website, the supplier, intermediary and distribution platform shall take as a starting point the Guideline for the Protection of Online Consumers (2020) and the examples mentioned therein, as well as the Checklist for Internet Sales (2017) of the Authority Consumer and Market.

6. Advertisements and direct mail

- 6.1 If the supplier uses advertisements and/or direct mail for canvassing, this shall be done in accordance with the relevant provisions of the Letterbox Advertising, House Sampling and Direct Response Advertising Code (CBR) of the Dutch Advertising Code (www.reclamecode.nl), on the understanding that the handling of complaints is done in accordance with this code of conduct.

7. Social media

- 7.1 If the supplier uses social media channels to recruit consumers, it will do so using the Advertising Code for Social Media & Influencer Marketing, in accordance with the relevant provisions of the Dutch Advertising Code (www.reclamecode.nl) and on the understanding that complaints are handled in accordance with this code of conduct.

8. Position of the existing supplier; completion of supplier change; cancellation and termination of the existing supply agreement

- 8.1 The existing supplier will not abuse its special position vis-à-vis its existing customers.
- 8.2 The existing and new supplier contribute to avoiding (1) inadvertent duplication of supply agreements and (2) inadvertent unavailability of a supply agreement for a period of time. In case the new supplier discovers that the termination of the existing contract may have possible (financial) consequences, such as a termination fee, it shall inform the consumer.
- 8.3 It should be clear to consumers that they are choosing a different supplier unless there is a new supply agreement with their existing supplier (i.e. the consumer is choosing to renew the supply agreement or make a product switch).

- 8.4 Sales calls for off-premise sales and telemarketing involve a control question to the consumer to initiate the change of supplier. The vendor ensures that the individual vendor acting on its behalf unambiguously asks this verification question. In its communications, the supplier also states transparently and clearly whether there is a supply agreement resulting in a switch or an offer or quotation without a change of supplier.
- 8.5 In the event of a supplier error, the supplier will make every effort to ensure that the error is rectified for the consumer as soon as possible and with the least possible inconvenience.
- 8.6 The existing supplier will handle a change of an existing customer from him to another supplier smoothly and smoothly.
- 8.7 The existing supplier will accept a cancellation/termination from an existing customer or a new supplier mandated by an existing customer (without waiving any action it may take if, in its view, a customer fails to (properly) comply with the existing supply agreement).
- 8.8 Upon individual request, the existing supplier will provide existing customers, within 3 business days of receiving the request, upon individual request, with information on the duration and termination options of the existing supply agreement (including the possible liability for a termination fee in the event of early termination) and the applicable procedures and rules for switching suppliers.
- 8.9 Supplier shall act in accordance with applicable laws and regulations, including the Guidelines for Reasonable Termination Fees Licensees. Based on these regulations, the existing supplier will not charge a consumer a termination fee when switching to another supplier if the switching date falls 2 weeks or less before the end contract date of his current supply agreement. In addition, the existing supplier shall pay any cashback or other one-time reward to be paid if the switching date falls 2 weeks or less before the end contract date of its applicable supply agreement.
- 8.10 The consumer may still waive the new supply agreement without giving reasons by, at the consumer's option, informing the supplier unequivocally in writing, by telephone or online within the period of 14 calendar days, as stated in Article 1.10(j).
- 8.11 The new supplier accepts any communication from the consumer who still renounces a supply agreement.
- 8.12 If the consumer does not use the cancellation option, the new supplier will initiate the supplier change.

If the consumer already wants to be supplied by the supplier at the start of the 14-calendar-day period, the consumer will explicitly request the supplier to start the supply agreement immediately. In this case, the supplier will inform the consumer of the fact that if, during the period of 14 calendar days, the consumer still decides to cancel the supply agreement, the supplier is entitled to charge the cost of delivery for the period until the consumer - on his own initiative - changes supplier again.

9. Training and education

- 9.1 The supplier shall make arrangements with the intermediary and distribution platform to act in accordance with this Code of Conduct and generally comply with applicable laws, regulations and self-regulation regarding consumer protection. A similar obligation also applies to the supplier itself.
- 9.2 The supplier makes arrangements with the intermediary and distribution platform that individual sellers for all sales channels receive training explaining the code of conduct, relevant laws and regulations and self-regulation. A similar obligation also applies to the supplier if the individual vendor is employed by the supplier itself.
- 9.3 The training is accomplished once it is successfully completed through a knowledge test. Knowledge should be reviewed at least once a year per individual vendor involved in recruitment.
- 9.4 The knowledge test includes, among others, the General Data Protection Regulation (AVG), the Electricity and Gas Act, the Unfair Commercial Practices Act, Legislation on Distance Selling and Selling Outside the Sales Area (BW6), Advertising Code for Field Marketing (CFM), Code of Conduct for Field Marketing (GFM), Code of Conduct for Consumers and Energy Suppliers and the other rules mentioned in this Code of Conduct as applicable.
- 9.5 The supplier cooperates directly and indirectly only with intermediaries and distribution platforms whose individual sellers have successfully completed the knowledge test in the year prior to recruitment, or it is otherwise demonstrable that the individual seller has the relevant knowledge.

10. Complaints

- 10.1 The supplier shall be responsible for the proper recording and handling of complaints filed regarding non-compliance (or proper compliance) with this Code of Conduct. Such complaints can involve both recruitment that leads to a supply agreement and recruitment that does not lead to a supply agreement.

- 10.2 The supplier shall make arrangements with intermediaries and distribution platforms for the transmission of complaints submitted by consumers to intermediaries or distribution platforms contracted for consumer recruitment.
- 10.3 Complaints regarding non- (proper) compliance with this Code of Conduct received by one supplier about another supplier, including complaints received that relate to intermediaries acting directly or indirectly on behalf of the latter supplier, shall be notified by the contact person of the supplier who received the complaint to the contact person of the supplier to whom the complaint relates on the same business day of receipt of the complaint or within no more than five business days thereafter. The latter supplier will then handle the complaint according to its quality criteria and in accordance with the procedure agreements in the event of (alleged) violations of the Consumer and Energy Supplier Code of Conduct 2020, which is annexed to this Code of Conduct.
- 10.4 Complaints received by the supplier about an intermediary for which it is not clear which supplier is acting directly or indirectly on behalf of which supplier will be passed on to Energy Netherlands by the supplier who received the complaint. Energie-Nederland informs suppliers that have joined the Code of Conduct about the nature of the complaint and the identity of the intermediary involved with a request to find out whether the intermediary is acting directly or indirectly on their behalf. The supplier(s) responsible for the intermediary shall contact the supplier who received the complaint. The complaint is then handled in accordance with the procedure described in the previous paragraph. Afterwards, the supplier who received the complaint informs Energy Netherlands of the settlement.
- 10.5 A list of contacts for suppliers will be used to contact them, which will be regularly updated by Energie-Nederland. This is the list of Consumer and Energy Supplier Code of Conduct Contacts attached to this Code of Conduct.
- 10.6 If a consumer has a complaint about the supplier's compliance with this Code of Conduct, he should first submit it to the supplier. In or pursuant to the supplier's general terms and conditions, the quality criteria regulate how the consumer should submit a complaint about the conclusion or performance of a supply agreement and within what time he will receive a response from the supplier to the complaint. Each consumer has the right, at his or her own request, to personally handle the complaint. If a consumer makes a substantiated claim that the supplier has not (correctly) complied with the Code of Conduct, the supplier should investigate the nature and cause of the complaint in more detail.
- 10.7 The provisions of the preceding paragraph mean that the supplier must observe, among other things, the following:
- Provision of a functional e-mail address by the supplier to Energie- Nederland for the purpose of preparing the list of Contact Persons Code of Conduct Consumer and Energy Suppliers.

- The use of a format established by Energie-Nederland for the mutual exchange of complaints between suppliers as well as the sending of a response by the supplier.
 - Upon receipt of the complaint, the customer will receive a written or online confirmation that their complaint has been processed and will be informed of the time frame in which the complaint will be handled.
 - Disposition of a complaint is based on a reasoned stated complaint investigation, findings, resolution and how to prevent the cause of the complaint from recurring in the future.
- 10.8 If the supplier does not respond within the time specified by the supplier or if the complaint has not been resolved to the satisfaction of the consumer, the consumer may bring the complaint about compliance with this Code of Conduct before:
- the Energy Disputes Committee (www.degeschillencommissie.nl) if the complaint relates to the formation or performance (including termination) of the supply contract or
 - the Advertising Code Foundation (www.reclamecode.nl) if the complaint relates to compliance with the relevant codes of the Dutch Advertising Code or
 - the ordinary courts.
- 10.9 Through its website, the supplier is alerting consumers to the possibility of filing complaints related to recruitment activities with the Energy Disputes Committee. For this purpose, the supplier shall also list the contact details of this dispute committee on its website.
- 10.10 The supplier acknowledges the regulations of the Energy Disputes Committee and recognizes that the Energy Disputes Committee is authorized to rule on compliance with this Code of Conduct in light of disputes regarding the formation or performance (including termination) of the supply contract. The supplier undertakes to comply with the latter rulings within the period set by the Energy Disputes Committee. The Supplier shall cooperate in ensuring that the Stichting Geschillencommissies voor Consumentenzaken in The Hague is empowered to keep track of and evaluate the rulings of the Energy Disputes Committee on the Code of Conduct and, in particular, to inform the Authority Consumer and Market and Energy Netherlands in this regard.
- 10.11 The supplier acknowledges the regulations of the Advertising Code Committee and the Board of Appeal of the Advertising Code Foundation and acknowledges that they are authorized to rule on disputes regarding compliance with the relevant codes of the Dutch Advertising Code. The supplier undertakes to comply with the latter rulings within the time limit set by the Commission and the Board, respectively. The supplier shall cooperate in ensuring that the Advertising Code Foundation in Amsterdam is empowered to keep track of and evaluate the statements on the Code of Conduct and, in particular, to inform the Consumer and Market Authority and Energy Netherlands in this regard.

10.12 In the event that Consuwijzer or the Authority Consumer and Market (ACM) addresses one of the suppliers for the handling of a consumer's complaint (e.g. with a request to take up the complaint or to receive further information on the status of the handling of the complaint), the supplier in question will ensure that the request is handled properly, quickly and accurately. Consuwijzer and ACM will be informed by the supplier about the handling of the complaint.

11. Holder, adoption, entry into force, application, review and amendment of the code of conduct

11.1 The holder of this code of conduct is Energie-Nederland.

11.2 This version of the code of conduct was adopted by Energie-Nederland, after consultation with the Authority for the Consumer and Market and hearing the comments of consulted suppliers who are not members of Energie-Nederland and relevant civil society organizations.

11.3 This Code of Conduct may be cited as the "Consumer and Energy Supplier Code of Conduct 2020."

11.4 The supplier that has sent a signed accession statement to Energie-Nederland for applying this code of conduct will be listed on Energie-Nederland's website.

11.5 This Code of Conduct may be unilaterally amended by Energie-Nederland to the extent that this Code of Conduct is deemed to conflict with (new and/or amended) mandatory regulations.

For the rest, Energy Netherlands may amend this Code of Conduct in accordance with a decision of the members of Energy Netherlands after consultation with the Consumer and Market Authority and other relevant civil society organizations.

11.6 Notwithstanding the provisions of the previous article, this Code of Conduct will be reviewed every four years or sooner if new legislation makes it necessary. In the process, both suppliers who are members of Energie-Nederland and suppliers who are not members of this association, the Authority Consumer and Market and relevant civil society organizations will be consulted.

12. Publishing code of conduct

12.1 The 2020 Consumer and Energy Supplier Code of Conduct states what consumers can expect from suppliers. The supplier shall inform consumers about compliance with the Consumer and Supplier Code of Conduct 2020 by making the code of conduct, as well as the contact details of the Energy Disputes Committee, easily findable and available on its website.