

## **MONTHLY FIXED RATE PAYMENT CONDITIONS**

The following conditions govern the agreement between the Client as holder of supply contract indicated in the attached letter and IBERDROLA CLIENTES, S.A.U. (hereinafter referred to as IBERDROLA) for payment of the amounts billed by virtue of the cited Contract through a monthly fixed rate.

**Monthly payment:** On a monthly basis, IBERDROLA will pass the charge of the valid monthly fixed rate amount to the bank account indicated by the Client in the Particular Conditions of the supply contract. Notwithstanding the foregoing, IBERDROLA will issue the corresponding supply bill, which will include the price of the energy consumed and the services and other items/concepts applicable, with the regularity indicated in the Contract. The bill amount will merely serve for guidance purposes only and subsequently considered on adjustment of the payments against the total billed amount.

The application of the payment method by monthly fixed rate does not affect the contract type, applicable price or regularity of the meter readings, nor any other condition contemplated in the Contract.

**Requirements:** The following requirements must be maintained at all times for monthly fixed rate payment application:

- The voucher payment must be directly debited to the bank account.
- The supply contract holder must match the person bound to settle payment as holder of the corresponding direct debit bank account.
- The Client must have no unpaid, overdue bills. On failure to settle a monthly fixed rate payment, this application will be cancelled with all the effects indicated in the corresponding section thereon.

**Fixed rate amount:** The initial fixed rate amount will be indicated in this document and updated twice yearly. The amount shall be established using the Client's billing from the previous year as a reference. In the absence of reference billing, the amount shall be estimated in consideration of the subscribed tariff and power capacity.

**Updating:** The fixed payment rate amount will be revised, i.e., increased, decreased or kept stable, every SIX (6) MONTHS, considering the possible variation in the pattern of usage that had been adopted to calculate the initial amount or successive updates. The Client will be notified of the fixed payment rate amount resulting from the update and may subsequently cancel the service on disagreement.

**Adjustment:** The payments made will be adjusted against the issued billing amount on an annual basis. To do so, IBERDROLA will indicate the resulting balance on the rate corresponding to the 12th month, from its effective date or from the previous adjustment.

If the paid amount exceed the billed amount, IBERDROLA will not charge the fixed rate for the 12th month and refund the difference to the Client, unless the meter has not been read in over 90 days, in which case this refund will be made on the ensuing adjustment.

If the billed amount exceeds the paid amount and the difference exceeds the monthly fixed rate by 150%, the difference less the fixed rate of the 12th month will be charged to the monthly fixed rate against the Client's bank account on a fractioned basis of TWELVE (12) monthly instalments from the 12th month, unless a single charge is indicated. If the difference does not exceed the monthly fixed rate by 150%, it will be charged directly as the fixed rate for the 12th month.





**Duration and Cancellation:** The fixed payment rate will apply during the validity of the supply contract, unless the Client requests cancellation thereof at any moment, in which case it shall be adjusted in the manner established herein, and the Client undertakes to settle payment of the amount of the ensuing supply bills in the manner stipulated in the corresponding Contract.

Causes of fixed payment rate cancellation will likewise include:

- Failure to pay a monthly fixed rate.
- Change of contract holder.
- Change in supply contract conditions: variation in the subscribed power capacity or tariff.
- Cancellation of the direct debit order for payments.
- Contract cancellation.

On behalf and in representation of	
IBERDROLA GEIENTES, S.A.G.	
[Firma]	
[Nombre]	
<del>[Cargo]</del>	