

## GENERAL CONDITIONS OF THE ELECTRICITY SUPPLY CONTRACT

### 1.- PURPOSE OF THE CONTRACT

**1.1.-** The purpose of this Contract is the supply of electricity by IBERDROLA COMERCIALIZACIÓN DE ÚLTIMO RECURSO, S.A.U. (hereinafter IBERDROLA) as benchmark retailer at the supply point corresponding to customer's address set out in the Specific Conditions, by applying one of the types of contracts defined in Royal Decree 216/2014 dated 28 March, which establishes the method for calculating the voluntary prices for small electricity consumers and its legal contracting system, as selected in the Specific Conditions:

- Voluntary Price: Voluntary price for small consumers (hereinafter VPSC).
- Alternative option at fixed price: Alternative offer at a fixed annual supply price for consumers eligible for VPSC.
- LRR-Vulnerable: Last resort rate for consumers considered vulnerable.
- LRR-Temporary: Last resort rate for consumers who do not meet the requirements for VPSC application and temporarily lack a supply contract in force with a retailer in the free market.

**1.2.-** This supply contract is personal in nature and the holder must at all times be the effective user with legal title to the electricity supplied at the facilities identified in the contract, and may not use it for purposes other than those for which it was contracted, nor assign it or sell it to third parties.

**1.3.-** This contract will be governed by its stipulations and by current regulations, as stated herein, which are available on [www.iberdrolacur.es](http://www.iberdrolacur.es).

### 2.- CONTRACT TERM AND EXTENSION

**2.1.-** The contract shall have a duration of one (1) year from the supply start date.

**2.2.-** The contract shall be extended automatically for one-year periods unless the customer requests a new contract with the benchmark retailer or with any other retailer.

In the event of termination of the contract under the Fixed price mode, it shall be renewed at Fixed price or at Voluntary price, depending on the option chosen by customer in the Specific Conditions.

### 3.- TERMINATION OF THE CONTRACT

**3.1.-** This Contract shall be terminated at the end of its term, by mutual agreement of the parties, in the event of breach by either party, especially in the event of non-payment of any amount owed under this Contract, and also by discontinuance by the Customer before the end of the term or of any of its extensions, which must be communicated to IBERDROLA by any method that makes it possible to keep a record of the identity and intention of the party concerned and notwithstanding the penalties that may apply under Royal Decree 216/2014, dated 28 March, which establishes the method for calculating the voluntary prices for small consumers of electricity and the legal contracting system, which shall be included in the Specific Conditions.

In the case of the Voluntary price, LRR-Vulnerable and LRR-Temporary types, Contract termination shall involve no cost for the Customer.

### 4.- CUSTOMER AUTHORISATIONS

**4.1.-** By signing this contract, the customer authorises IBERDROLA to contract with the distribution company access to the networks on behalf of the customer.

In any event, in accordance with applicable regulations, the customer shall preserve with the distribution company all the rights relating to the access contract and, in the event of termination of this contract, shall be entitled to the security deposit, if any, as well as any other rights related to the installation.

**4.2.-** By signing the contract the customer authorises IBERDROLA to act vis-à-vis the distribution company as necessary to ensure proper supply, and to amend and terminate the supply contract which prior to the date of this contract it may have in place with other retailers.

### 5.- QUALITY OF SUPPLY

**5.1.-** The electricity shall be supplied under the conditions of regularity and quality set out in current legislation (Royal Decree 1955/2000, sections 101 to 103) or in new regulations amending such legislation, ensuring mainly the continuity of supply (number and duration of outages) and the quality of the product (voltage waveform characteristics).

**5.2.-** The distribution company in the area is responsible for the availability and quality of the supply, as established in current regulations.

**5.3.-** Failure to meet the quality standards shall give rise to the billing discounts set out in section 105 of Royal Decree 1955/2000 or in any regulations that may replace or implement such legislation. IBERDROLA shall handle any claims against the distribution company for rebates and discounts that the distribution company must apply to the customer in the event of non-compliance with supply quality and shall

transfer them to the bill once they are recognised, notwithstanding the customer's right to contact the distribution company directly.

### 6.- METERING EQUIPMENT

**6.1.-** During the term of the contract, the customer must have available at the supply point metering and control equipment to determine the electric power supplied, and such equipment must fulfil the technical requirements established by law. The metering and control equipment may be owned by the customer or rented, in which case the prices to be billed for such equipment shall be those set out in current regulations (Order ITC/3860/2007, dated 28 December, or Order IET/1491/2013, dated 1 August, for remote metering equipment) or in any regulations that may replace or amend such legislation. Such meters shall be billed to the retailer by the distribution company, as the owner of the equipment. These prices include the following tasks, to be performed by the distribution company: equipment installation, connection or adaptation, maintenance, reading, validation of usage and dispatch thereof to the System Operator in accordance with the latter's requirements. In the case of other electricity metering components (transformers, etc.) being rented, the prices to be billed for such rental shall be those in force at the time. Should additional metering services be agreed on, their prices shall be set out in the Specific Conditions. This price includes: installation, maintenance, reading and validation of usage and dispatch thereof to the System Operator in accordance with the latter's requirements. The connection of the installations and the metering equipment shall be carried out by the distribution company under the conditions and within the timeframes established by law (Royal Decree 1955/2000, sections 103 et seq.) or in the regulations that may replace or amend such legislation.

**6.2.-** The customer shall allow IBERDROLA and the distribution company free access to the metering installations in order to perform the required installation, reading, inspection, maintenance, control and verification tasks. Moreover, the customer shall provide access to the reading data as set out in the 'impossibility to read' notice when the staff responsible for reading cannot access the metering equipment, in accordance with Condition 8.1.

**6.3.-** The customer shall be responsible for adequately looking after the metering and control equipment and undertakes not to tamper with any of the components of the installation, and particularly of this equipment, holding IBERDROLA harmless at all times against any contingency that may arise from failure to fulfil this obligation, notwithstanding any legal liability arising from such tampering.

### 7. SUPPLY PRICE

**7.1.-** In the case of the Voluntary Price, LRR-Vulnerable and LRR-Temporary modes, the supply price shall be the one resulting from applying the calculation methodology established by the Ministry of Industry, Energy and Tourism at any given time for each of these modes, which is available on [www.cnmc.es](http://www.cnmc.es).

In the case of the Alternative option at fixed price, the supply price shall be the one set out in the Specific Conditions and published on the website of the Spanish National Markets and Competition Commission ([www.cnmc.es](http://www.cnmc.es)) on the date the supply contract is signed or, in the case of renewal under the same contractual mode, the price in force on the date corresponding to the bill prior to the expiry date.

**7.2.-** The customer shall bear the connection, hook-up and verification fees, the security deposit and any other amount corresponding to the services that under applicable regulations are to be received by the distribution company. IBERDROLA shall pay such regulated amounts to the distribution company and pass them on to the customer on a single bill. IBERDROLA shall also pass on to the customer any amount claimed by the distribution company due to usage rebilling or resulting from inspection records in relation to the customer's supply point.

**7.3.-** Any changes to the price applicable to the supply and any other establishment, variation or change to the items, activities and regulated amounts or other costs associated with the supply that may be approved by the government for the term of this contract, shall be passed on automatically to the supply prices as applicable, without this amending the contractual conditions as established in Condition 13.

### 8.- BILLING AND PAYMENT

**8.1.- Billing:** IBERDROLA shall bill the customer according to the actual usage readings performed by the distribution company in charge of reading, as set out in Royal Decree 1718/2012.

Should the metering equipment not be accessible for performing the reading, the staff responsible for reading shall leave an 'impossibility to read' notice indicating a telephone number and a website where the customer can provide the reading, as well as the deadline for doing so. Should the customer not make the reading available to the staff responsible for reading within two months of the date on which the 'impossibility to read' notice is sent, the staff responsible for reading may estimate the supply point's usage in accordance with the procedure set out in current regulations. In any event, an annual adjustment shall be made based on actual readings and, should the customer fail to provide the readings, such annual adjustment may be made based on estimates.

The bills shall include details of the usage, specifying whether they are actual or estimated (in this case the payments shall be considered payments on account subject to adjustment on the first billing performed using an actual reading), the prices applied and any other billing items, taxes and surcharges included in the price, which will include, where appropriate, those that may be approved by the government during the term of the contract.

The billing frequency shall be as established in Royal Decree 1718/2012 and will be indicated in the Specific Conditions, and in any case it will depend on how frequently the distribution company provides the usage readings to IBERDROLA.

In the event of administrative or metering errors, IBERDROLA shall perform the corresponding rebilling in accordance with current legislation.

Reactive energy billing, if applicable, shall be done as specified in applicable regulations.

E-billing: If the customer signs up for E-billing, the bills may be downloaded from the Online Customer Office on [www.iberdrolacur.es](http://www.iberdrolacur.es) once the corresponding bill issue notice has been received at the e-mail address provided.

Customers may log in to the Online Customer Office using the user name and password provided to them by IBERDROLA, subject to the terms of use available from the Office.

**8.2.- Payment:** The payment period shall be as indicated in the Specific Conditions, as established in applicable regulations. Should the last day of the payment period be a Saturday or a holiday, the payment shall be due on the first working day immediately following. The customer may pay the billed amounts by direct debit using the bank account indicated in the Specific Conditions, or through the accounts indicated by IBERDROLA, at the IBERDROLA collection offices or at any other collection offices specified by IBERDROLA. In geographical areas where it is difficult to use the aforementioned systems, the consumer may pay the billed amount by means of a postal money transfer or other similar means. In the case of supplies entitled to VPSC, payment by direct debit shall be made seven (7) days after the date on which the bank receives the communication of the bill amount, and for all other methods of payment the period shall be twenty (20) calendar days after the bill issue date.

Payment may be made via a constant fixed monthly instalment proportional to past usage or estimated, in the absence thereof, which shall be adjusted annually with the actual usage.

**8.3.- Late payment:** Late payment by the customer shall accrue annual late payment interest equal to the legal interest rate, plus two (2) percentage points, from the day following the expiry of the payment period, unless payment is made by direct debit, in which case interest shall accrue as of the seventh calendar day following the bill date. Notwithstanding the foregoing, in the event of non-payment and provided that the requirements set out in Royal Decree 1720/2007 are met, IBERDROLA may communicate the incident to the monetary obligation compliance information services after having requested payment from the customer, in accordance with Condition 12. Likewise, the information relating to non-payment by consumers shall be added to the distribution company's supply point information system, which is accessible to the Supplier Switching Office and any retailers who request such access.

**8.4.- Supply interruption:** IBERDROLA may instruct the distribution company to interrupt the supply to the customer in accordance with current legislation when at least two (2) months have elapsed from the time that IBERDROLA has given the customer payment notice with acknowledgement of receipt without the payment having been made. The notice shall be sent to the addresses listed in the contract by any means that provides acknowledgement of receipt by the interested party or its representative, as well as the date, identity and content of the notice. IBERDROLA shall be required to keep the proof of notice. In the case of a rejection of the notification, the circumstances of the attempt to notify shall be specified and the procedure shall be deemed completed. This communication must include the procedure for interruption of supply due to non-payment, specifying the date on which it shall be interrupted if the owed amounts are not paid before that date.

In order to proceed with an interruption of supply due to non-payment, the day for interrupting the service can be neither a public holiday nor those days that, for whatever reason, there is no customer service, either commercial or technical, for reinstating supply, nor the day before those days when any of these circumstances occurs.

The exercise by IBERDROLA of its right to interrupt the supply does not relieve the Client of the obligation to pay the amount of the billing outstanding under the Contract.

Once supply has been interrupted, it shall be reinstated at the latest by the day following payment in full of the owed amount, including any late-payment interest that may have accrued and expenses caused by the interruption and later restoring of the supply.

Also, the following shall be cause for immediate interruption of supply: detection of a situation of direct or fraudulent hook-up, existence of deviations in order to supply energy to an installation not provided for in the contract, tampering with the metering or control equipment or when its proper operation is prevented in the case of dangerous installations or when access is prevented, during working hours, to the site or sites where the installations which IBERDROLA must inspect are located. These scenarios include situations of serious risk to safety and acts of God and cases of force majeure.

**8.5.- Termination of the contract:** The contract shall be terminated two (2) months after the date notified for the interruption of the supply. IBERDROLA will sign no new contracts with the customer for the same supply point until all the payments due have been made, including accrued late payment interest and the expenses resulting from the interruption and subsequent restoration of the supply.

Supply or access interruption in the event of fraud, as set out in the above clause, shall result in automatic termination of the contract.

**8.6.- Payment allocation:** The customer must first pay the late-payment interest and any other expenses owed before paying the principal amount.

If the customer has other supplies and services contracted with IBERDROLA and makes partial payments, the customer shall be entitled to specify to which of the debts the payment should be allocated, as established in the Spanish Civil Code. If the Client does not exercise this right, once the interest and expenses have been covered, the payments shall be allocated to the longest outstanding bills for any supply or service provided by IBERDROLA.

## 9.- RESPONSIBILITIES

**9.1.-** IBERDROLA shall be responsible vis-à-vis the customer for the electricity supply and for contracting access to the network, under the conditions established in applicable regulations and in this contract.

**9.2.-** The customer shall be responsible for its inside installation and for carrying out the mandatory checks and/or inspections, and for maintaining the facility receiving

the supply in perfect condition, including the usage equipment, and for making adequate use of such equipment.

**9.3.-** The distribution company in the area shall be responsible for operation, network maintenance, and the availability and quality of supply, in accordance with applicable regulations.

**9.4.-** The parties agree that acts of God and cases of force majeure shall exempt them from liability.

## 10.- CESSION AND SUBROGATION

**10.1.-** The rights and obligations set out in the contract may be subrogated by informing IBERDROLA irrefutably of the change in ownership, as long as the customer is up to date with payments. This notification must contain the new Client's conformance, which must state their personal information and registered address for receiving bills, the tax identification number and the direct debiting information.

**10.2.-** IBERDROLA may assign the contract and the rights and obligations hereunder to any affiliate, related or successor company of IBERDROLA which may in the future provide the service stipulated in the contract by simply informing the customer.

## 11.- REMOTE CONTRACTING

**11.1.-** The parties agree that all matters related to the execution and performance of the contract, including serving notices, may be performed by telephone or telematic means using password and security systems provided by IBERDROLA and/or using the contact and communication addresses indicated by the customer.

**11.2.-** The parties hereby grant full legal validity to the customer's consent given using the passwords and/or codes provided by IBERDROLA under the terms specified for their use, so that they enable personal identification of the customer.

## 12.- PROCESSING OF PERSONAL DATA

**12.1.-** Responsibility of processing of personal data

IBERDROLA COMERCIALIZACIÓN DE ÚLTIMO RECURSO, S.A.U., with tax identification number A-95554630, whose registered offices are at Plaza Euskadi 5, 48009 Bilbao, is the party responsible for processing the data provided by the Customer by virtue of this Contract, and of such data as may subsequently derive from these contractual relations. It hereby guarantees its security and confidential processing in accordance with the provisions of the General Data Protection Regulations.

The Customer can contact the Data Protection Officer to resolve any queries relating to the processing of their personal data, through [dpo@iberdrola.com](mailto:dpo@iberdrola.com).

**12.2.-** Purpose of processing of personal data

The Customer's personal data will be processed for the purpose of managing relations with IBERDROLA, providing the services requested, handling customer service and in general fulfilling the obligations under the Contract. IBERDROLA may update and add to the Customer's personal data by acquiring databases from publicly accessible sources allowing improved management of relations and contact with the Customer.

IBERDROLA will also process the personal data for the purpose of offering, by the means provided and including electronic means, in segmented and personalised form, information about the supply of energy, products and services of IBERDROLA or of third parties promoted by IBERDROLA, if the Customer has consented to this, relating to energy, telecommunications, finance, home and entertainment, even after the contractual relationship has come to an end if the Customer has so consented. To this end, IBERDROLA may use automated support systems and other means allowing profiles of target audiences of campaigns, activities or actions to be defined, using information from IBERDROLA as well as information from third-party sources if the Customer has consented thereto.

Additionally, IBERDROLA may use the Customer's anonymised data, safeguarding their identity, even after the contractual relationship has come to an end, in its decision making and management support systems.

**12.3.-** Personal data retention period

The personal data provided will be processed by IBERDROLA for the purposes of performing and maintaining the Contract for the period during which the contractual relationship remains in force, which will start when the Contract is signed and end, irrespective of the supply period, once all the contractual obligations, such as attending to the Customer's requests for information, complaints and revision of invoices, have been fulfilled, without prejudice to such obligations to block data as may derive from applicable legislation.

If the Customer has so consented, the data may be processed for two more years after the Contract has come to an end, without prejudice to the obligation of blocking imposed by the Personal Data Protection Act.

**12.4.-** Legitimacy

The authority to process your data is this Contract, the consent obtained from the Customer, the legislation applicable to the supply of electricity, gas and similar products and services and any other that might be applicable to it at any given time. The processing may also be based on the legitimate interests of IBERDROLA regarding the supply of energy and its own related products and services, loyalty programmes, including sporting, cultural and charitable activities in which IBERDROLA participates, the drawing up of profiles in order to offer products or services similar to those contracted. This data may also be communicated to third-party companies for the performance of administrative procedures for the purposes of customer acceptance, fraud prevention, debt collection and managing the security of the supporting information systems.

If for any process regarding managing the Contract it should be necessary for the Customer to provide the personal data of persons other than the contract holder, the Customer must first and expressly inform them of the content of this clause and obtain their prior consent to the processing of their data.

**12.5.-** Disclosure of personal data

The data needed to manage access to the grid will be sent to the Distribution Company and will remain incorporated in a file under its responsibility (Supply Point Information Service) accessible by such persons as may be determined by the legislation at any given time.

IBERDROLA in turn works with third-party service providers such as sales channels, administrative support, call centres, banks, debt collection agencies, marketing and advertising firms, auditors and others which in certain cases may access your data, with the necessary safeguards, for purposes of processing.

In the event of non-payment by the Customer, IBERDROLA may report this to the relevant credit agencies, complying with the applicable legislation. It may also release the data to the competent authorities and bodies in compliance with such legal and tax obligations as may pertain. The information relating to this supply Contract will also be disclosed to the Spanish tax authorities for the purposes of General Taxation Act No. 58/2003 and Tax Fraud Prevention Act No. 36/2006. Also, by virtue of Royal Decree 897/2017 which among other matters regulates discounts for vulnerable consumers, the Customer's personal data may be communicated to the bodies in charge of the protection of vulnerable consumers for them to implement the measures contained in the Decree, and to any other government department for such purpose as may legally be determined.

The Customer's personal data may be accessed by or communicated to other companies located in countries outside the European Union. In this regard you are informed that IBERDROLA currently has call centre services contracted with third-party providers that sometimes provide their services from countries outside the European Union. Such access is considered an international transfer of data and is covered by authorisations TI-00114-2010 and TI-00166-2009 of the Spanish Data Protection Agency in light of the guarantees provided by said service providers.

Customers may contact IBERDROLA through its social media platforms, such as Facebook or Twitter, located in the United States. The data transfers are covered by the EU-US Privacy Shield agreement (information available at <https://www.privacyshield.gov/welcome>) or explicit consent of the interested party where applicable.

#### **12.6.- Rights**

The data that the Customer provides us with is necessary for the maintenance of the contractual relationship. Failing or refusing to provide it would make it impossible for us to manage the relationship.

The Customer is responsible for the truthfulness of the data provided and should request its amendment whenever necessary to ensure the proper provision of the contracted services and efficient communication.

The Customer can exercise their rights of access and rectification or request that their data be deleted when it is no longer required for the purposes for which it was collected, among other reasons.

The Customer may request restrictions on the processing of their data in the circumstances established in Article 18 of the General Data Protection Regulations, in which case it will be kept only for the exercise or defence of possible claims.

The Customer may withdraw the consent given at any time, objecting to the processing of their data for a particular purpose, without this affecting the legitimacy of the processing based on the consent prior to its withdrawal, or object to it, in which case their personal data will be kept only for the exercise or defence of possible claims.

The Customer may contact IBERDROLA to challenge any decision that the Customer believes may affect their rights and freedoms or legitimate interests and which is based on an automated decision, including profiling. This right allows the Customer to challenge such decisions and obtain a direct response from the IBERDROLA controllers.

The Customer may ask IBERDROLA for portability of their personal data, obtaining an electronic copy of them either by emailing the address provided or from the corresponding section of the Iberdrola website.

All these rights can be exercised by writing to IBERDROLA COMERCIALIZACIÓN DE ÚLTIMO RECURSO, S.A.U., Att. Responsable Protección de Datos, Apartado de Correos 1732, 28080 Madrid, or through any of the IBERDROLA channels: Customer Service on 900 200 708; by emailing [protecciondatos.comercial@iberdrolacur.es](mailto:protecciondatos.comercial@iberdrolacur.es); on the 'My Customer Area' on [www.iberdrolacur.es](http://www.iberdrolacur.es), and at any of the Service Points, indicating the identification particulars, postal or e-mail address, reasons for the request and supporting documentation including proof of identity.

In the event that the Customer does not obtain a satisfactory response, IBERDROLA hereby informs the customer of their right to submit a complaint to the Spanish Data Protection Agency, Calle Jorge Juan 6, 28001 Madrid or through its website:

[www.agpd.es/portalwebAGPD/CanalDelCiudadano/index-iden-idphp.php](http://www.agpd.es/portalwebAGPD/CanalDelCiudadano/index-iden-idphp.php)

#### **13.- MODIFICATION OF THE CONTRACT'S TERMS AND CONDITIONS**

**13.1.-** Any modification of the conditions set out in this contract, unless it is a result of amendments to applicable regulations or of a binding decision issued by a legal or administrative authority, shall be notified to the customer at least one (1) month before its coming into force, informing of the customer's right to terminate the contract without penalty, should the customer disagree with such modification.

**13.2.-** In the event of discrepancies between the General Conditions of the contract and the Specific Conditions, the latter shall take precedence over the former.

#### **14.- RIGHT OF DISCONTINUANCE**

**14.1-** If the Contract is formalised remotely (by phone or the Internet) or outside the business premises and the customer is understood to be both consumer and user, the consumer customer shall be entitled to withdraw from this Contract without the need to justify its decision and with no penalty of any kind, within a maximum period of fourteen (14) days from the time the Contract is formalised. Supply contracts associated with a marketing, business, trade or professional activity of the customer are excluded from the right for discontinuance.

For this purpose, the customer may withdraw from the Contract by sending the Withdrawal Document available in [www.iberdrolacur.es/info/desistimiento](http://www.iberdrolacur.es/info/desistimiento) or by calling the Customer Service telephone number 900 200 708, or by any other unequivocal means of notification of its desire to withdraw from the Contract.

#### **15.- CLAIMS, APPLICABLE LEGISLATION AND JURISDICTION**

**15.1.-** The customer may lodge any complaints in relation to this contract by sending a letter to IBERDROLA COMERCIALIZACIÓN DE ÚLTIMO RECURSO, S.A.U., Apartado de Correos 61090 - 28080 Madrid, by calling the Customer Service Telephone number 900 200 708 or through any IBERDROLA channel: e-mail: [clientes@iberdrolacur.es](mailto:clientes@iberdrolacur.es), on [www.iberdrolacur.es](http://www.iberdrolacur.es), as well as at any IBERDROLA service point. For customers residing in Catalonia, also at Paseo Zona Franca 111, 21 C, 08038 - Barcelona.

**15.2.-** Once a complaint has been lodged, if it remains unresolved for a period of one (1) month or if it is rejected, the customer may submit the complaint to the regional Consumer Arbitration Boards in those cases in which IBERDROLA has submitted to such arbitration.

**15.3.-** If the complaint is not submitted to the Consumer Arbitration Boards or if these Boards are not competent to resolve the dispute, end users who are natural persons may submit the dispute to the Ministry of Industry, Energy and Tourism, when such disputes refer to their specific rights as end users, including the rights set out in the Electricity Sector Act 24/2013 and notwithstanding the powers of the other public administrations. The applicable procedure shall be approved by an order issued by the Minister of Industry, Energy and Tourism. The above procedure does not apply to disputes that are regulated by regulations other than legislation specifically protecting the rights of end users of electricity.

**15.4.-** These General Conditions are governed for all purposes by Spanish legislation.