

## Fixed Rate Terms & Conditions

- By enrolling in FPL Fixed Rate, you agree to pay the monthly Fixed Rate amount for electric service to the designated premise for a 12-month contract period, beginning with your next monthly electric service bill.
- Fixed Rate is available to eligible customers in good credit standing, who have valid billing information for service in accordance with either Rate Schedule RS-1 or Rate Schedule GS-1 at their current premise for the twelve-month period immediately preceding the offer, excluding temporary service.
- All service required on the premises shall be supplied through one meter. Resale of service is not permitted hereunder. Customers with multiple meters on one account or who subscribe to the Non-Standard Meter Rider are not eligible. Customers may not participate in Both Fixed Rate and Budget Billing.
- Your Fixed Rate amount is based on the average electricity usage for the designated service address, adjusted to reflect normal weather conditions and usage growth. The monthly Fixed Rate amount also includes a charge to cover financial, weather, and other risks. The Fixed Rate amount does not include applicable taxes, fees and other charges for products and services you may be enrolled in.
- Your participation in Fixed Rate will continue automatically until you choose to cancel or are no longer eligible (e.g., if your service is disconnected due to non-payment). Prior to the end of each 12-month period, the company will inform you of the updated monthly plan amount for the following 12 months, based on your usage from the previous year. At the end of each 12-month period, you have the option to inform the company of your decision to withdraw from the plan, resulting in no additional charges associated with Fixed Rate. If no notification is received, the company will continue to bill you at the new monthly plan amount.
- If participation in the Fixed Rate plan is terminated, for whatever reason, before the end of the 12-month contract period, the customer will be required to pay any applicable removal charges. Specifically, if your actual electricity usage results in a billing amount lower than your previous rate but higher than the amount billed under this plan, you may be responsible for paying the difference.
- If you move from your current premise before the 12-month service agreement period expires, your Fixed Rate contract will be terminated, and you may be required to pay applicable removal charges. The Fixed Rate contract cannot be transferred to a different premise.
- FPL reserves the right to terminate the Fixed Rate program service agreement if the customer's total Actual Energy kWh Usage exceeds their Total Estimated Fixed Rate kWh Usage by at least 30% for at least three consecutive months and applicable removal charges may apply. The Company will notify the customer in advance if they are at risk of being removed from the program due to excessive usage. You will not receive

any refund or credit if the actual energy kWh used under the Fixed Rate plan would have resulted in a lower bill under your previous rate compared to the billed Fixed Rate amount.

- The company shall have the discretion to waive any of the foregoing charges that would otherwise apply due to significant damage to your premise caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.
- The Company periodically reviews the routes by which customers' meters are read to ensure they are in line with traffic patterns and efficiency goals. If a customer's neighborhood is reviewed, the date on which the customer's meter is read may change. Should this happen, the customer may see an adjustment in the Fixed Rate amount for the next billing period. This adjustment only reflects a change in the number of days in this billing period and the customer will continue to receive the customer's regular Fixed Rate amount after this adjusted billing.
- The Fixed Rate plan is offered as an option by FPL and is on file with the Florida Public Service Commission.