



GBPOWER, LLC dba G-POWER
Address: P.O. Box 8049, Mission, Texas 78572
www.getgpower.com
Customer Support: 800-378-3339
PUCT Certificate 10244
Monday - Friday: 8:30am to 5:30pm CST

TERMS OF SERVICE

This document together with your enrollment authorization in writing, by telephone or electronic signature, and the Electricity Facts Label (EFL) and Your Rights as a Customer (YRAC) as each may hereafter be amended, set forth the entire Agreement between the Customer and G-POWER, LLC. As your REP, G-POWER will arrange for the delivery of electricity to your service address from the Transmission and Distribution Service Provider (TDSP) in your area. References to the PUCT or ERCOT shall mean the Public Utilities Commission of Texas and the Electricity Reliability Council of Texas, respectively. References to “we”, “our” and “us” refer to G-POWER. Please be advised that this Agreement is for residential customers only. If you are not a Residential customer and receive service under this contract for service, please contact G-POWER Customer Support. If you are a Commercial customer and are receiving service under this contract service, you will be charged an applicable variable month to month rate for commercial customers and will be sent the Commercial Terms of Service and any applicable documents for Commercial customers.

Right of Rescission: If you are switching service at your existing service address, then you may rescind your contract and cancel your service with us without penalty or fee within three federal business days after you receive your contract documents by contacting us at the telephone number, facsimile number or email address set forth in this TOS. Please include your name, service address and G-POWER account number. This right of rescission does not apply if you are moving into a new service address.

24 Hour Service Outage Reporting

CENTERPOINT ENERGY: (800) 332-7143
TEXAS NEW MEXICO POWER: (888) 866-7456
ONCOR ELECTRIC DELIVERY: (888) 313-4747
AEP TEXAS NORTH and AEP TEXAS CENTRAL: (866) 223-8508

Service Term: Your contract term is set forth in the EFL. Your service with us will begin on the date of your first meter read following your confirmed enrollment with us and will continue for the period stated in the EFL. Thereafter, your service with us will continue on a month-to-month basis, until you select another G-POWER electricity product, switch to another REP, or your service is terminated or disconnected by us.

Cancellation: If a penalty or fee for early cancellation is stated in the EFL, then you agree to pay such penalty or fee for early cancellation if you cancel your contract before the end of your contract term. If you move to another premise and provide a valid forwarding address to us, then you may terminate your service without penalty or fee prior to the expiration of your contract term. We may require you to provide sufficient evidence that you have moved and no longer occupy the premises covered by your contract. Irrespective of the termination or disconnection of your service with us or the cancellation of your contract, you will nonetheless be responsible for all charges for electricity service due through the date, on which your electricity service with us ceases, as well as all other fees, charges and amounts due under your contract and/or applicable law.

Disconnection of Service: We may authorize the disconnection of your electric service, after proper notice, at any time after the disconnection date stated in the notice for any of the following reasons: (1) your failure to pay any required deposit; (2) your failure to pay any bill for electric service owed to us or to make deferred payment arrangements by the date of disconnection stated on a disconnection notice; (3) your failure to comply with the

terms of a deferred payment agreement; (4) using service in a manner that interferes with the service of others; (5) the operation of nonstandard equipment; or (6) failure of a guarantor comply with the terms of an agreement to pay any guaranteed payment amount.

In addition, we may authorize the disconnection of your electric service immediately and without prior notice for any of the following reasons: (1) a dangerous condition exists at your service address; (2) there is evidence of theft of service; (3) service is connected without authority by a person who has not made application for service; (4) service is reconnected without authority after disconnection for nonpayment; or (5) there has been tampering with the equipment of the TDSP.

Pricing: The pricing for your electricity service will be as described in the EFL. You agree to pay all amounts shown on your invoices, including, but not limited to, all energy charges, base fees, meter fees, TDSP charges, and other charges, assessments, fees and taxes. You will also be responsible for payment of all non-recurring fees and charges that are charged by us and/or the TDSP, including, but not limited to, service connection, disconnection, out-of-cycle meter reads, and/or reconnection fees, for specified services provided to you. These non-recurring charges will be itemized on your bill. Your bill will also include taxes and other governmental charges applicable your service. You agree to pay the price stated in the EFL and all amounts indicated on your bill.

We may assess the following fees and charges, in addition to fees and charges stated in the EFL:

- \$25.00 for each transaction that is not processed due to insufficient funds, inaccurate payment information, or disputed authorization, by any method of payment, including, but not limited to, returned checks, returned or rejected electronic funds transfers, failed auto-payment plan transactions, or rejected credit/debit card transactions.
- \$2.00 per month for any payment transaction processed using a credit/debit card.
- Late payments, delinquent or past due balances may result in a one-time fee of 5 percent of each current month's billing that is past due.
- All collection fees and expenses associated with any and all attempts to collect amounts owed by you; provided, that a minimum fee of \$25.00 shall be charged for each bill with a past due balance that is submitted to a third-party collection agency or agent.
- \$25.00 each time full payment is not made prior to the expiration date stated in any disconnection notice issued by us (Disconnect Process fee).
- Fees agreed to by you, whether at the time of enrollment or otherwise, for additional services, including but not limited to, expedited connection services, out-of-cycle meter reads, and/or other services or products.
- \$25.00 each time we process a transaction requesting that the TDSP reconnect your service (Reconnect Process fee).
- \$20.00 for each disconnection notice we send to you (Disconnection Notice fee).

Your pricing for any given billing cycle will be as stated in the EFL. Pricing is determined based upon the type of product that you choose to purchase (i.e., a fixed rate product or a variable price product.).

Pricing Changes: We may only change the price of a product during the contract term in accordance with its EFL and consistent with the following: (i) for fixed rate products with a term of at least three months for which the price (including recurring charges) for each billing period of the contract term is the same throughout the contract term, the price may vary from the disclosed amount solely to reflect actual changes in the TDSP charges, changes to the ERCOT or Texas Regional Entity (TRE) administrative fees charged to loads, or changes resulting from federal, state or local laws that impose new or modified fees or costs on a REP that are beyond the REP's control; and (ii) to reflect actual changes in TDSP charges, changes to the ERCOT or TRE administrative fees charged to loads or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on a REP that are beyond the REPs control. We may change pricing for variable price products at any time, subject to the EFL, without prior notice. Price changes for fixed rate and indexed products consistent with this paragraph do not require prior notice.

Contract Changes other than Price: We may make changes to the terms or conditions of your contract at any time, other than the length of the contract, provided that pricing changes shall be made in accordance with the preceding paragraph. If there is a change to your contract, we will notify you in writing at least 14 calendar days before the effective date. You will have the right to cancel your contract or service without penalty or fee prior to the effective date of such change. If you do not cancel your contract, the change will become effective on the date stated in the notice. Notice is not required for any change to your contract that benefits you.

Contract Expiration Notice: If the product you chose to purchase is a fixed term contract, a contract expiration notice will be sent to you at least 14 days prior to the end of the initial contract term set forth in the EFL. If you fail to take action or renew your contract, we will continue to provide electric service to your service address on a month to month basis using our variable rate product.

Billing and Payment: We will bill you on a monthly basis for products and services, as applicable, together with other charges required or permitted by law. Your bill will include charges on behalf of your TDSP for certain products and services, as applicable, provided to you by your TDSP. We have no control over, or responsibility for, the pricing, amount or quality of products or services that your TDSP provides. Bills are due and payable on the 16th day following the issue date set forth on your bill. If you do not pay your bill on or prior to the due date, you will be charged a late fee equal to 5% of that bill's past due amount. Our acceptance of a partial payment of any bill will not relieve you of your obligation to pay the full amount owed, irrespective of any statement, declaration or other writing to the contrary made by you in conjunction with such partial payment. For information on your rights regarding a dispute you may have with your bill or information on how to contact the PUCT, please see the YRAC document we provided.

You may pay your bill using any of our available payment methods. Such payment methods may include: telephone (via toll free number listed on your bill or our website) or online (via website listed herein) payment using a credit/debit card accepted by us, payment by check or money order sent to the mailing address listed on your bill or our website. We are not responsible for postal or other delays resulting in your payment being late. Checks or electronic fund transfers returned by a bank or otherwise rejected for any reason will constitute non-payment of your bill.

If you do not pay your bill by the stated due date, you will be sent a disconnection notice at least 10 days in advance of disconnection of your service. If you fail to pay your bill prior to the expiration date stated in the disconnection notice, then we may request disconnection of your service without further notice to you. In addition, we may use all available legal means to collect any amounts owed by you. In such event, you agree to pay reasonable collection fees and expenses (including, without limitation, reasonable attorneys' fees and costs, as well as third party collection fees and costs) associated with or in connection with any and all attempts to collect amounts owed by you.

If you do not have the ability to pay the total amount due by the due date, you may be eligible for a deferred payment arrangement. If you wish to enter into such arrangement, please call G-POWER customer support at the toll free telephone number set forth in this TOS to discuss your eligibility and the payment arrangements available to you. You will not be eligible for a deferred payment arrangement if: (i) you have received more than two termination or disconnection notices during the preceding 12 months, or (ii) you have received service from us for fewer than three months (unless you can satisfactorily demonstrate sufficient credit or a satisfactory history of payment for service from a previous utility). Please call us at the toll free number set forth herein to obtain more information about deferred payment plans or assistance programs.

Average Billing: You may be eligible for our average billing payment plan based on a 12 month period. Under this plan you will receive an estimated bill that is the same amount each month during the period (subject to periodic adjustments). At the end of each period, we will reconcile the amount you have paid against the amount you would have paid based on actual usage and, if you remain on the plan, the difference will be divided by 12 and the resulting amount will be added to (or subtracted from) each bill in the next 12 month period. If you do not remain on the plan, the entire difference will be added to (or subtracted from) your next bill. We may require a deposit to participate in the plan. LITE-UP customers are eligible for average billing payment plans.

Credit and Deposits: G-POWER may require customers and applicants to establish and maintain satisfactory credit as a condition of providing service. By you applying for our service, you agree that we may review your eligibility, including requesting information from consumer credit reporting agencies and/or requesting a payment reference letter from your previous electric providers in order to verify your electric service payment history for the purpose of assessing your credit worthiness. We will not deny service based upon your credit score. You may, however, be required to provide an initial deposit as a condition to receiving service if you do not demonstrate satisfactory credit. If we agree to conditionally waive or defer your initial deposit based upon your agreement to comply and continue to comply with certain terms, then your failure to comply with such terms may result in your initial deposit becoming due and payable.

You will be deemed to have demonstrated satisfactory credit and will not be required to pay a deposit if: (i) you are at least 65 years of age and you are not currently delinquent on an account with another REP, or (ii) you have been a victim of family violence and can provide a certification letter by the Texas Council on Family Violence. Please contact us for additional information if you believe you may be eligible. Existing customers that are late paying a bill more than once during the prior 12 months or had service terminated or disconnected for nonpayment during the prior 12 months may be required to pay an initial deposit. If you have paid a deposit, you may be required to pay an additional deposit if the average of your actual billings for the immediately preceding 12 month period is at least twice the amount of the original estimated annual billings, and you have been sent a disconnect notice within the prior 12 months.

Deposits held more than 30 days will accrue interest from the date of receipt at the annual rate established by the PUCT. Payment of the interest may be made either annually or at the time the deposit is returned or credited to your account. Your deposit will be returned or credited to your account at such time as you have made 12 consecutive monthly payments by the specified due date. The total amount of all deposits that you may be required to pay shall not exceed the greater of: (i) the sum of your estimated billings for the next two months; or (ii) one-fifth of your estimated annual billings. After 12 months of service with us, you may request in writing that your required deposit be re-calculated based upon your actual historical usage or billings. If you are qualified under the Low Income Telephone and Electric Utilities (LITE-UP) program and you are required to pay a deposit greater than \$50, you will be eligible to pay your deposit in two installments.

Upon termination of your service, we will apply your deposit, if any, plus accrued interest, against your total outstanding balance on your final bill. We will bill you for any remaining outstanding balance after application of the deposit and interest. If the deposit and accrued interest, as applied, exceed the outstanding balance owed, we will refund the credit balance to you. We reserve the right to include on your bills charges or credits necessary to correct or true-up any previously estimated bills, meter read errors, miscalculations of taxes, fees or other charges, billing errors, and other errors or omissions.

Taxes and Charges: You are responsible for paying all applicable federal, state and local taxes, fees, governmental charges, assessments, and other charges for which you are responsible as a purchaser of electricity, or which are imposed upon us as a retail seller of electricity, or which are imposed upon electricity sales transactions, including, without limitation, gross receipts taxes, municipal administrative fees, and generation, utility, TDSP, regulatory, BTU or electricity taxes, fees, and assessments.

Antidiscrimination: We cannot deny service or require a prepayment or deposit for service based on your race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services. We cannot use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service for a product with a contract term of 12 months or less.

Critical Care Customers: If an interruption or suspension of your electric service will create a dangerous or life-threatening condition, you may qualify as a critical care residential customer. Upon your request, we will provide you with the PUCT's standardized Critical Care Eligibility Determination Form. You shall then return the completed form to us as described in the form. We shall then forward the completed form to your TDSP for review and qualification. If you are qualified, the critical care designation will be valid for one year. We will send you a renewal

application prior to expiration of your designation. Qualification as a critical care customer does not relieve you of your obligation to pay for services.

Refusal of Service: We reserve the right to refuse to provide service to you for any lawful reason, including, without limitation, those reasons set forth in the PUCT rules and regulations.

PUCT Rules: The complete text of the PUCT Customer Protection Rules referenced herein can be found at <http://www.puc.state.tx.us/rules/subrules/electric/index/cfm>.

Warranties: *WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THE CONTRACT AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.*

Limitation of Liability: *OUR LIABILITY UNDER THE CONTRACT SHALL BE LIMITED SOLELY TO DIRECT DAMAGES ACTUALLY INCURRED. WE SHALL NOT BE LIABLE FOR ANY INTERRUPTION OF SERVICE OR SHORTAGE OF ELECTRICITY SUPPLY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE EITHER DIRECTLY OR INDIRECTLY RELATED TO DISCONNECTION OF ELECTRIC SERVICE ARRANGED BY G-POWER IN ACCORDANCE WITH THE CONTRACT OR APPLICABLE LAWS OR RULES PROMULGATED BY THE PUCT OR ERCOT, NOR ANY LOSS OR DAMAGE RESULTING FROM CAUSES OUTSIDE ITS REASONABLE CONTROL. NEITHER YOU NOR US SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING LOST PROFITS OR DATA, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED AS TO THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.*

Force Majeure: G-POWER shall not be deemed in violation or breach of the Contract if and to the extent that any failure to perform or interruption of your service results from any Force Majeure event, which shall include, without limitation, floods, fires, lightning, explosions, drought, earthquakes, storms, tornados, landslides, severe weather, or other acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes, labor issues, required maintenance, changes in laws, rules, or regulations, failure of ERCOT or any TDSP to transmit electricity or to perform any of their respective obligations, or the failure of any of our suppliers, vendors and/or other third parties, and other events, forces, and/or circumstances beyond our reasonable control. We shall not be liable for any losses or damages arising in connection with any force majeure event.

Disclaimer: We do not generate, transmit, or distribute your electricity and, accordingly, cannot guarantee that your electricity service will be continuous or uninterrupted. *YOU AGREE THAT G-POWER WILL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INTERRUPTIONS OR IRREGULARITIES IN YOUR ELECTRIC SERVICE.*

Change in Law: If G-POWER incurs new or modified fees, performance costs, supply costs, or other charges (including, without limitation, changes to TDSP delivery charges, or ERCOT ancillary services or other charges), as a result of a change in laws, rules, regulations or guidelines (including, without limitation, those promulgated by the PUCT, ERCOT, or other governmental or regulatory body), then we may reasonably allocate and bill you for any such incremental fees, costs or other charges as an authorized adjustment to the price without prior notice.

Assignment: You may not assign your Contract without our prior written consent. G-POWER may assign or transfer the Contract without your consent. Without limiting the generality of the foregoing, we may, without limitation: (i) transfer, sell, pledge, encumber, secure, or collaterally assign the Contract and/or any accounts, revenues or proceeds there under in connection with any financing transaction, financial arrangement, or other transaction; (ii) assign or transfer your contract to any entity succeeding to all or substantially all of our business or assets; and/or (iii) transfer or assign your contract to a certified REP or an affiliated entity.

No Waiver: Any failure by G-POWER to enforce any term or condition of your service or otherwise exercise any right it may have under your contract shall not be deemed a waiver of any rights to thereafter enforce any or all terms or conditions of your service or to exercise rights under your contract.

Forward Contract: This Agreement and the transactions hereunder will constitute "forward contracts" as defined in section 101(25) of title 11 of the United States Code (the "Bankruptcy Code"). You and G-POWER agree that (i) G-

POWER is a "forward contract merchant" as defined in section 101(26) of the Bankruptcy Code, (ii) the termination rights of the parties will constitute contractual rights to liquidate transactions that will not be abridged by any filing of any petition as set forth in section 556 of the Bankruptcy Code, (iii) any payment related hereto or made hereunder will constitute a "settlement payment" as defined in section 101 (51A) of the Bankruptcy Code, and (iv) the exceptions to the applicability of sections of the Bankruptcy Code as set forth in sections 362(b) (6), 546(e), 553(a)(2)(B)(ii), 553(a)(3)(C), and 553(b)(1) shall apply. The text of these referenced Bankruptcy Code provisions may be found at: <http://uscode.house.gov/browse/prelim@title11&edition=prelim>].

Entire Agreement: The Terms of Service (TOS), Your Rights as a Customer (YRAC) and the Electricity Facts Label (EFL) (collectively, the "Contract") constitute the entire agreement between the Customer and G-POWER and supersedes all prior communications, understandings and agreements relating to the supply of residential retail electricity service. This Contract is subject to all applicable state and federal laws and regulations. Venue for any lawsuit brought to enforce any term or condition of this Contract or to construe the terms hereof shall be exclusively in the State of Texas and Hidalgo County. This contract shall be governed and enforced in accordance with the laws of the State of Texas. Nothing in this Contract will create or be construed as creating any express or implied rights in any person or entity other than you, as Customer and G-POWER as REP.

