

**True Commodities, LLC dba True Power
TERMS OF SERVICE**

This Terms of Service explains the "Agreement" for the purchase of electricity between True Commodities, LLC dba True Power ("True Power", "we" and "us") and the customer ("you", "your" and "Customer"). You and True Power can also be mentioned to individual as a "Party" or collectively as "Parties" in this document. Your electricity requests at the ESI ID or service location authorized by you upon your new Enrollment or Renewal Application will be provided under this Agreement. Customers will not be applicable to who do not have a time of use meter.

Your Retail Electric Provider ("REP") is True Power. We set the charges you pay for electricity service. The electricity you purchase from True Power to you must be transported to your service location over transmission and distribution systems which are regulated by the Public Utility Commission of Texas ("PUCT") and owned by a Transmission and Distribution Service Provider ("TDSP"). The PUCT approves the rates that the TDSP can charge to transport/distribute electricity to the location. These charges are passed on by True Power to the Customer with some charges and fees charged by the Electric Reliability Council of Texas ("ERCOT").

By entering into this Agreement with Company, you are giving us the right and authority to supply electricity to all of the electric service accounts ("Accounts") listed in this Agreement, including initiating the transfer of your Accounts to Company and gathering all applicable meter information. The terms "includes" or "including" mean "including without limitation".

Contact Information:

True Commodities, LLC dba True Power
PUCT#10287
Toll-free telephone: 888-642-8783
Monday-Friday 9 am - 6 pm CST
Website: www.truepower.com
Email: customerservice@truepower.com
Fax: 832-917-0701
Send correspondence to:
True Power
2900 Wilcrest Dr. Suite 450
Houston, Texas 77042

Pricing

You agree to pay the price indicated in the Electricity Fact Label ("EFL") and all amounts shown on your bill. Some products may require an advanced meter (smart meter) that records your usage more frequently and you will only be eligible for these prices if the appropriate meter and any other necessary equipment are installed at your location. You agree to pay under/over utilization charges if they apply to your plan. Please see your EFL. Your TDSP charges are listed as a separate line item on your bill, and are not included in True Power's energy charge, but will be in the total amount due on your bill statement. The TDSP charges will be passed through to you without additional mark up and are subject to change per the discretion of your TDSP.

You will not receive the discount noted on your EFL if you choose an e-billing plan at enrollment and wish to have paper communication and billing.

You agree to pay all applicable Taxes (see *Taxes* below) and any fees charged by any governmental entity. The price, non-recurring fees and Taxes will be reflected on your monthly bill as Current Charges.

The energy rate for any contract is valid for the start date as reflected in the actual signed agreement of service. It is at the sole discretion of True Power to honor the offered energy rate should customer's service actual start date begins beyond the date of this agreement or if the utility rejects the enrollment for any reason.

Taxes

You will be responsible and guarantee us for all Taxes. "Taxes" means all federal, state and local taxes, fees, governmental charges, and assessments presently or hereafter imposed on you as purchaser of electricity, on us as seller of electricity, or on electricity sales transactions, including gross receipts taxes, municipal administrative fees, and generation, utility, TDSP, regulatory, BTU or electricity taxes and assessments.

Products Types for Residential and Commercial Customers

True Power provides fixed rate, term indexed, month-to-month indexed and variable price electricity product types. The EFL specifies the type of product with the term which relates to your agreement.

Fixed Rate products must have a minimum of a 3 (three) month term. The price can only be changed on a fixed rate product during the agreement term to reflect changes in TDSP charges, changes to ERCOT or Texas Regional Entity administrative fees charged to loads, or changes resulting from federal, state or local laws that impose new or modified fees or costs on us that are beyond the control of True Power. Any price changes from these conditions does not require True Power to provide the customer with advance notice.

Term indexed products have a minimum of 3 (three) months and a price that adjust according to a predefined pricing formula based on publicly available indexes/information. The price for term indexed products can change without prior notice that reflects actual changes in TDSP charges; changes to ERCOT or Texas Regional Entity 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 us that are beyond the control of True Power.

Month-to-Month indexed products have an agreement term of up to thirty-one (31) calendar days and a price that changes corresponding to a pre-determined pricing formula that is based on publicly available indexes/information. The price for month-to-month indexed products may also change without advance notice.

Variable price products can change without notice after your first billing cycle. Variable price products have an agreement term of up to thirty-one (31) calendar days, a price that varies as disclosed on your EFL.

Length of Service

Service under this Agreement will begin on the next meter reading date. You will continue to receive electricity service from your current provider if your TDSP is not able to perform the scheduled switch. You will not receive a bill from

True Power until your service has been switched. This date of service switch will appear on the first bill. The length of service is indicated on the EFL or Renewal Contract.

For term products, an expiration notice will be sent at least 14 (fourteen) but no more than 60 days prior to the end date of the contract. If you do not renew with True Power or switch to another REP, your service will automatically continue on a month-to-month basis after the expiration of your initial contract on the Default Product, a variable price product where the price will be determined by current market conditions until cancelled by you or True Power.

Option to Blend-and-Extend

Upon request from the customer, True Power may structure a new "blend-and-extend" contract that allows you to benefit from the lower market rates in exchange for lengthening its term of contract. This is True Power's option and may structure and offer this contract to Customer, who may then choose to accept such contract.

Right to Rescission

If you are switching energy providers at your existing service address, you may cancel your acceptance of the Agreement without penalty or fee by contacting us before midnight of the third federal business day after you receive your Agreement through the mail or email, as applicable. This right of rescission is not applicable to move-in requests.

To cancel the Agreement under this Right of Rescission, you may call us at 888-642-8783; fax us at 832-917-0701; or e-mail us at customerservice@truepower.com.

Cancelling your Agreement

The Agreement term is stated in the EFL. At the end of your Agreement term, you may cancel or terminate your Agreement by switching to a new provider. If you cancel the Agreement before the end of your Agreement term, you agree to pay the early termination fee ("ETF") in the amount indicated in the EFL, and you must select another REP in order to continue to receive electric service. If you move from your existing premise during the Agreement term you are under no obligation to continue the Agreement at your new location. You may be required to provide

evidence that you moved. There is no ETF assessed if you relocate if you provide a forwarding address and, if requested, reasonable evidence that you no longer occupy the location specified in the Agreement.

Our obligations will end after the meter read date where we are no longer designated as your REP. Your obligations under the Agreement will end, except for the provisions herein that expressly survive expiration or termination, when your account balance is paid in full.

If you cancel electric service, you may continue to receive charges for any Third-Party Services until the Third-Party Services are cancelled or terminated. You will not continue to receive charges if the Third-Party Services are scheduled to cancel automatically when your electric service Agreement with us is cancelled or terminated. You may be assessed an ETF for any non-electricity services (if applicable) in addition to your ETF for your electricity services. Please refer to additional Service Agreements for more information.

True Power may cancel your Agreement if you do not pay your bills in full and on time. We can also cancel this Agreement if True Power is no longer an electricity provider in your areas or for any other lawful reason, including reasons caused by changing market conditions. True Power will provide you with written notice at least fourteen (14) days prior to cancellation. Customer may cancel this Agreement without penalty if True Power can no longer provide service. Customer may also cancel this Agreement without penalty by providing notice to move to a different location and providing reasonable proof of such move, including but not limited to a forwarding address. True Power can charge an Early Termination Fee as stated in your EFL if such proof is not provided. Any amount owed by you to True Power will immediately be due and payable.

As per PUCT Rule 25.475(c)(2)(C), a contract is limited to service to a customer at a location specified in the contract. If the customer moves from the location, the customer is under no obligation to continue the contract at another location. The REP may require a customer to provide evidence that it is moving to another location. There must be no early termination fee assessed to the customer as a result of the customer's relocation if the customer provides a

forwarding address and, if required, reasonable evidence that the customer no longer occupies the location specified in the contract.

Billing & Payment

Your normal billing cycle is monthly. As a result, we will provide a bill every month that will include current charges and the total amount due. Payment is due sixteen (16) calendar days from the date shown on the bill, unless the 16th day falls on a holiday or a weekend day. In that event, the due date is the next business day. You agree that we may issue a bill less frequently if we do not receive meter readings or usage information from the TDU or ERCOT in time to prepare and send a monthly bill. We may calculate a bill based on estimated meter readings if actual meter readings are not available from the TDU or ERCOT. Once actual meter readings are received, we will true-up any prior estimated reads on subsequent bills.

Breach

You will be in breach if you violate a term of this Agreement. When enrolled with True Power, you are acknowledging that you provided correct information (i.e. complete name, address and contact information) and you do not have any outstanding balance. We may terminate this Agreement and your service if there is any evidence that any of these statements are untrue or you otherwise provided fraudulent or misrepresented information.

Non-Recurring Charges & Fees

You agree to pay non-recurring fees charged by the TDSP that are necessary to implement and/or maintain electric service for you. Non-recurring fees by the TDSP may include service connection, disconnection or reconnection fees, meter test fees or special out-of-cycle meter read fees. Non-recurring fees will appear as line items on your bill.

For plan specific fees please refer to that plan's EFL. True Power may also charge:

- Late Payment Penalty: 5%. If you do not pay your bill by the due date, we may charge you a Late Payment Penalty of 5% on the amount for the previous invoice's past due balance. The one-time penalty of 5% will not be applied to

any balance to which the penalty has already been applied.

- Returned Payments: \$30. If you have two or more returned payments within a period of 6 months, then you will no longer be eligible to make payments via check or bank draft.
- Disconnection notice fee (applicable regardless of whether your electric service is disconnected.): \$20
- Disconnection transaction fee: \$30
- Reconnection transaction fee: \$30
- Payment convenience fee for any credit card or bank payments: 2.5%. Convenience fee excludes Auto-Pay.

Any partial payment will not forgive your obligation to pay the full amount owed. You will be responsible for any non-recurring fees assessed by the TDSP and/or True Power.

Payment & Discount Programs

In certain cases, you may have the right to establish a payment arrangement or deferred payment plan with True Power. A payment arrangement allows you to pay your bill after the due date before the next bill is due. A deferred payment plan is an arrangement between True Power and a customer that allows you to pay an outstanding bill in installments extending beyond the due date which will be confirmed in writing.

You are eligible for the Deferred Payment Plan (DPP) if you meet the following criteria: 1) No Insufficient Funds payment in the last 30 days. 2) You have no more than 2 (two) Insufficient Funds payments on your account in the last 12 months. 3) You have not received Broken Payment Extensions in the last 90 days. 4) No broken DPP's in the last 6 (six) months. 5) You also have made the required 50% down payment towards your total owed.

True Power will offer, in compliance and when required by law, Level and Average Billing Programs. Please contact us for updated information on these programs, if available.

If you need help paying your bill, you may qualify for additional low-income energy assistance programs in your community.

Disconnection of Service for Nonpayment

By providing telephone numbers to True Power, you are consenting to being contacted on phone numbers provided for any purpose related to your account, including debt-collection, either by a live person or automated service.

We will make every effort to keep you informed regarding your account. True Power has no obligation to resend any account communication to you, whether required or optional, if your message could not be delivered to you as a result of your failure to establish, maintain or update your email account or phone number. Your failure to maintain or update the email address or phone number associated with your account could result in missing important account notices and the disconnection of your electric service.

Upon failure to make a payment, True Power may order the TDSP to disconnect electric service to the location/s served under this Agreement. You will be liable to True Power for all billed amounts and any charges associated with disconnection of service for nonpayment and reconnection. We have the right to pursue all legal actions to collect any amounts owed.

If you have more than one agreement with True Power for service to ESI IDs not receiving service under this Agreement, any failure to pay under another agreement with True Power will constitute a default under this Agreement and shall give True Power the right to terminate this Agreement and seek any other remedy available to True Power at law or in equity.

Credit Eligibility & Deposits

Once you apply for service, you agree that True Power may check your personal credit. Failure to demonstrate satisfactory credit, will allow True Power to require a deposit prior to receiving service.

You will not be required to pay an initial deposit:

- 1) If you are at least 65 years of age,
- 2) You do not have a current delinquent balance with your current REP,
- 3) Or if you have been a victim of family violence and can provide a certification letter pursuant to PUCT Substantive Rule §25.478(a)(3)(D):
<http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.478/25.478.pdf>

You may be required to pay a deposit once service has begun if you have paid late twice or been disconnected during the previous twelve (12) months. The total amount of all deposits required shall not exceed an amount equivalent to the greater of one-fifth of the estimated annual billing for electric service or the sum of the estimated billings for electric service for the next two (2) months. Upon termination of the contract or twelve (12) consecutive on-time payments, the deposit, less any money owed, will be returned to the Customer.

If we hold your cash deposit longer than thirty (30) days, your deposit will accrue interest from the day we received it at the interest rate established annually by the PUC. We will credit any accrued interest on your deposit to your account either on your January bill each year or on your final bill.

If you establish satisfactory credit with us by making timely payments for twelve (12) consecutive months, then we will apply the deposit plus accrued interest to your account. If you do not establish satisfactory credit with us during the time you receive service from us, then we will apply the deposit plus accrued interest against the outstanding balance on your final bill. We will bill you for any remaining balance and the bill will be due upon receipt. We will refund any credit balance to you.

Changes in Laws or Regulations

Change in Law means any change in federal, state or local law or any legislative or regulatory action that imposes new or modified fees or costs. In such scenario, True Power reserves the right to alter the Terms of Service. True Power will give you fourteen (14) calendar days' advance notice of any modification. The modifications will become effective on the date stated in the notice. Customer may cancel the Agreement without penalty no later than the modified effective date.

Changes to Contract Provisions

Fixed Rate: We can make changes to the provisions of the contract at any time during the contract term with appropriate notice except for changes to your price other than stated in this section or the length of your contract term. We will notify you of any material change to the contract in writing at least fourteen (14) days before any

change to the contract will be applied to your bill or take effect. If you do not cancel the contract before the effective date of the change, the change will become effective on the date stated in the notice. Notice is not required for a change that is beneficial to you. Your energy charge during the contract term is only subject to changes imposed by ERCOT or Texas Regional Entity administrative fees charged to load or changes resulting from federal, state or local laws that impose new or modified fees or costs on REPs, including True Power, that are beyond the control of REPs.

Contract Expiration Notice: A contract expiration notice will be sent to you at least thirty (30) days but not more than sixty (60) days before the end of your initial contract term specified in your EFL. You have the right to terminate your contract without penalty if you terminate your contract within 14 days of its expiration date. If you do not take action to ensure that you continue to receive service upon the expiration of your contract you will continue to be served by us automatically under a default renewal product on a monthly basis after the end of your initial contract term, until you switch to another provider, select another True Power electric service plan, or we terminate or disconnect your electric service.

Variable Rate: We can make changes to the provisions of the contract at any time with appropriate notice except for changes to the length of your contract term. We will notify you of any material change to the contract in writing at least fourteen (14) days before any change to the contract will be applied to your bill or take effect. If you do not cancel the contract before the effective date of the change, the change will become effective on the date stated in the notice. Notice is not required for a change that is beneficial to you. Your price will vary according to a method determined by True Power as set forth in your EFL.

Default Renewal Product: The Default Renewal Product applies to customers whose contract term has expired and who have not selected a new fixed rate contract term. You will not experience any interruption in your electric service, as we will automatically continue under True Power's month-to-month variable rate plan product at the then current price. Your price will vary according to a method determined by True Power as set forth in the EFL provided with your

contract expiration notice. A Customer's account that has transitioned to a Default Renewal Product may contact True Power to lock in a fixed rate contract term at any time and there will be no termination fee associated with making this change. The fixed rate for any new plan will be based on the available market rate and term at the time the Customer elects to change the plan.

Dispute Procedures

Please call our Customer Service line if you have any questions, concerns, complaints or a dispute regarding your service or the Agreement. Any dispute with respect to a bill is deemed to be waived unless True Power is notified in writing within sixty (60) days of the bill date.

Discrimination

True Power cannot deny service or require a prepayment or deposit for service based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, or family status. Moreover, True Power cannot use a credit score, credit history, or utility payment data as the basis for determining the price for residential electric service for a product with a term of 12 months or less.

Customer Warranties

Customer warrants and represents that:

- A) Customer is the owner or lessee of record for all ESI ID locations to be served hereunder and Customer has the authority to enter into this Agreement for service to each of these ESI IDs.
- B) Any data given concerning electric service to its ESI IDs are true to the best of Customer's knowledge.
- C) Customer shall consume and not resell any power purchased except for power consumed by Customer's tenants or lessees.

Warranty

True Power does not produce, transmit or distribute power. True Power cannot warrant the electricity provided. No representations or warranties of merchantability for a particular purpose or use, shall apply to True Power's performance of its obligations in this agreement

and all such warranties are hereby expressly disclaimed and customer waives all warranties. True Power makes no representation as to the quality or continuation of the services provided.

Limitations

The solution in any claim or suit by you against True Power will be limited to direct and actual damages. By entering into this agreement, you waive any right to any other remedy. In no event will either True Power or you be liable for consequential, incidental, or punitive damages. These limitations apply without regard to the cause of any liability or damages.

Collections

If you fail to make timely payments of the amounts due under this Agreement, True Power reserves the right to refer the outstanding balance to an attorney or collection agent for collection. If we refer your outstanding balance to an attorney or collection agent for collection, or if we file a lawsuit, or collect your outstanding balance through probate, bankruptcy, or other judicial proceedings, then you agree to pay all fees and expenses (including attorney fees) that we incur in the collection process. "Law" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, writ, order, decree or judgment or any interpretations by any court, agency or instrumentality that has jurisdiction, including ERCOT.

Limitations of Liability

You agree that causes and events beyond our control, including acts of god, acts of any governmental authority, accidents, strikes, and events of force majeure occurring with respect to the TDU, ERCOT, or other third-parties ("force majeure events"), may result in interruptions in service for which we will not be liable. You further agree that we will not be liable with respect to any third-party services including those of any generator; that our liability not excused by reason of force majeure or otherwise will be limited to direct actual damages only; and neither of us are liable to the other for consequential, incidental, punitive, exemplary, or indirect damages. You waive all other remedies at law or in equity. These limitations apply even if the damages result from negligence, whether sole, joint, concurrent, or active or passive.

Assignment

You may not assign or transfer this Agreement, in whole or in part, or any of your rights or obligations hereunder without the prior written consent of True Power. True Power may assign this Agreement, in whole or in part, without your consent.

General Information

This Agreement shall be governed by and construed, enforced, and performed in accordance with the laws of the State of Texas and shall supersede any previous agreements. The provisions of the Uniform Commercial Code ("UCC") shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC:<http://www.statutes.legis.state.tx.us/Docs/BC/htm/BC.2.htm>.

If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, Customer and True Power agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If such provision cannot be modified in a manner that would make it valid, legal and enforceable, such provisions shall be severed from the Agreement, and all other provisions hereof shall remain in full force and effect. In the event there is a conflict between the Your Rights as a Customer document and these Terms of Service, these Terms of Service shall prevail.

Entirety of Agreement

It is the intention of the Parties that the Agreement shall contain all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the electricity, and supersedes, any and all prior such agreements between the Parties hereto, whether written or oral, as to the provision of electric service to any of Customer's ESI IDs. Both Parties have agreed to the wording of the Agreement and any ambiguities therein shall not be interpreted to the detriment of either Party merely by the fact that such Party is the author of the Agreement. The Agreement may not be modified or amended except in writing, duly executed by both True Power and Customer.

Contact Information

True Commodities, LLC dba True Power, Certificate No. 10287, is a licensed retail electric provider. Any questions or inquiries regarding this Agreement may be directed to a True Power customer service agent.

In case of an emergency or to report an outage, please contact your electric utility (Transmission and Distribution Service Provider - TDSP) directly. CenterPoint: 1-800-332-7143; Oncor: 1-888-313-4747; Texas New Mexico Power: 1-888-866-7456; AEP Central: 1-866-223-8508; AEP North: 1-866-223-8508