



PUCT License	#10174
Internet	www.mp2energy.com
Email	customerservice@mp2energy.com
Hours of Operation	8am-5pm CST (Mon-Fri)
Mailing Address	21 Waterway Ave., Suite 450 The Woodlands, Texas 77380
Phone Number	832-510-1030
Toll-Free	1-877-238-5343
Fax	832-510-1128

Residential Terms of Service

You (“you” and/or “Customer”) have enrolled with and agreed to purchase electricity from MP2 Energy Texas LLC (“MP2T”, “MP2”, MP2 Energy Texas”, we, us and/or our) a certified Retail Electric Provider (“REP”) in the state of Texas, Public Utility Commission of Texas (“PUC”) license number 10174. Until such time that your service location is switched to MP2T you will remain liable to your previous REP and MP2T bears no obligation or liability to you or to your previous REP for energy usage from the date you enroll until the date of the actual switch.

This document explains the terms and conditions of your agreement to purchase electricity from MP2T. Your agreement with MP2T includes these Terms of Service, your enrollment authorization, the Electricity Facts Label (“EFL”), Your Rights as a Customer disclosure document (“YRAC”) and any and all amendments and addendums thereto (“the Agreement”, the “Electricity Supply Agreement” or the “Contract”). You and MP2T are at times referred to within this Agreement individually as a “Party” and collectively as the “Parties”. By executing the Agreement, you hereby: 1) appoint MP2T to arrange for purchase and delivery of electricity (including volume balancing, and billing) from any source on your behalf for the Term as defined in the Agreement; and 2) request that all electric service associated with your name and/or address or electric service identifiers (“ESIIDs”) be transferred to MP2T under the Agreement. A copy of the Agreement is available to you upon request. Please retain the Agreement for your records.

- Customer Information:** By entering into the Agreement, you authorize your local Transmission Distribution Service Provider (“TDSP”) to release to MP2T certain information required to provide you with electricity, including, but not limited to your address, account numbers, and historical usage information. Additionally, you recognize that MP2T may require your additional written authorization for Smart Meter Texas to provide MP2T access to up to twelve (12) months of your historic electricity usage. Upon request, you agree to provide any such written authorization in a timely manner, but in any event within thirty (30) days from the date of MP2T’s request.
- Pricing:** You agree to pay the price as indicated in the applicable EFL listed in the table below and all amounts shown on your invoice. The energy rate as noted in the applicable EFL is fixed and may vary as set forth in your EFL and may also change to reflect changes in the TDSP charges, changes to the 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 MP2T, that are beyond the control of REPs..

Plan Name	Type of Product	Term
Farm-to-Market Solar with LocalSun	Variable	Month to Month

- Invoicing:** MP2T will invoice you for each service location under this Agreement on a monthly basis, or as mutually agreed upon by the Parties. The invoice shall consist of the following components:
 - Energy cost per kWh as specified in this Agreement multiplied by the energy consumption at the service location(s) as provided by the TDSP measured in kWh and billed in US dollars. This energy cost per kWh does not include items (b) through (e) of this Section 2, which items will be billed as separate line items;
 - TDSP charges (or credits) attributable to your ESIID(s);
 - Regulatory charges/assessments and taxes including Sales and Use Tax, Miscellaneous Gross Receipts Tax (MGRT), and PUC Assessments (PUCA) attributable to or incurred as a result of your ESIID(s);

- d. Late fees, insufficient fund fees, disconnection notice fees or any additional charges that are authorized in this Agreement.
 - e. Non-Recurring Fees charged by your TDSP and passed through to you at cost including but not limited to: Move In, Install, Priority Move In, Reread, Off Cycle, Disconnection Fee, Reconnection Fee, Priority Reconnection Fee, Weekend Reconnection Fee, and Meter Test. These fees are imposed by your respective TDSP, and are uniform amongst all REPs.
4. **Payment:** All invoices are due and payable sixteen (16) calendar days from the billing date on the invoice. We may issue invoices less frequently if you agree to accept such arrangements. Your invoice will be sent electronically if you have agreed to receive invoices by email. Unless a specific payment method is required under your plan and set forth on your EFL, you may pay your invoice by certain credit cards, debit card, check, wire or automatically from your checking or savings account on the due date by using electronic funds transfer (EFT) through ACH. In the event you enroll in EFT payments with MP2T, you hereby authorize MP2T to immediately debit/credit all payments due including any late charges, fees, or early termination fees, on the day the invoice and/or payment is due. Invoices shall be deemed past due and delinquent at the close of business on the day the invoice is due. Late payments, delinquent or past due balances will result in a late payment fee equal to five percent (5%) of the month's past due amount. Late payment fees will not be assessed to customers who are "LITE-UP qualified". If you are a customer who receives food stamps, Medicaid, AFDC or SSI from the Texas Department of Human Services ("TDHS"), then you are considered "LITE-UP qualified" and you may be eligible to register with the TDHS LITE-UP program. Once registered you are responsible for providing MP2T with notice of your status as a LITE-UP Customer.

In the event that you dispute the charges on your invoice, please contact MP2T at least five (5) business days before your invoice due date. We will promptly investigate the matter and report our findings to you. During this time you will not be required to pay the disputed portion of your invoice. However, if you are enrolled in ongoing EFT payments, and you contact MP2 regarding a dispute *less* than five (5) days prior to your invoice due date, it may not be possible for MP2 to cancel the EFT with regard to the disputed amounts. If you dispute an amount due and it is subsequently determined that you owe MP2T the disputed amount, you shall remit the outstanding balance to MP2T within five (5) days following such determination. Any amounts that may have been overpaid or underpaid shall be applied by MP2 to your next monthly invoice and shall be paid by you. You are responsible for all applicable federal, state and local taxes and charges. If you are tax exempt, it is your responsibility to provide MP2T with the necessary tax exemption certificate. MP2T reserves the right to include in any subsequent invoice, adjustments related to previous invoices, previous invoicing errors, meter read errors, miscalculation of taxes or other errors or omissions.

If you pay by check and your check is returned for insufficient funds, or if you pay by EFT and there are not ample funds in the account to cover the invoice, you may incur fees from your financial institution and MP2T will assess, and you agree to pay, a forty dollar (\$40.00) insufficient funds fee for each transaction. If you fail to timely pay any amounts due and we refer your outstanding invoice to an attorney or collection agent for collection, file a lawsuit, are forced to collect your outstanding balance through bankruptcy, probate or other judicial proceedings, then you agree to pay any and all reasonable fees and expenses (including attorney's fees) that MP2T incurs in the collection process.

- 5. **Payment Arrangements and Payment Assistance:** In the event that you anticipate having difficulty paying your invoice by the due date please contact us. You may be eligible for payment assistance or a deferred payment plan.
- 6. **Average Payment Plan:** You may be eligible for an average payment plan. If you are eligible and choose this plan, your monthly payment will be based on the historical average usage associated with your account and the then-current price for your MP2 electricity product. To calculate the amount that you will pay each month, we add your current invoice amount to your previous eleven (11) invoice amounts for your service location, if available. We then take the total and divide the amount by twelve (12) or by the total months available for your service location. If you do not have previous invoices in your name at the service location or if you do not have eleven (11) monthly invoices at the service location, you agree that we will take the previous usage that is available for the service location and apply your current price to calculate your average monthly payment amount. Finally, we add or subtract 1/12th of any deferred balance that you have accumulated. The deferred balance is any difference between your average monthly payment amount and your actual monthly charges. We may recalculate your average consumption or average bill and adjust your required minimum payment periodically (which may be as frequently as every billing period), based on any difference between the total amount owed for actual usage and the payments received, or if we determine that there is a material deviation between your anticipated usage and your actual usage.

Your account will be reconciled periodically (at least annually), and we may collect under-payments associated with your billing plan over a period no less than the reconciliation period or upon termination of service to you. We will credit or refund any over-payments associated with your billing at each reconciliation and upon termination of this Agreement. We may initiate our normal collection activity if you fail to make a timely payment according to your billing plan. If you elect not to continue with this billing plan, any amounts due over and above the plan amounts already paid will be due and payable with your next invoice, and any credit for plan amounts paid in excess will be applied to your

next invoice. In the event this Agreement is canceled or terminated or your electric service is disconnected, the billing plan does not affect your obligation to pay for all actual usage.

Enrollment and continued participation in this billing plan is limited to customers who are not currently delinquent in payment to MP2, except that a residential customer receiving the LITE-UP rate reduction is eligible to participate even if delinquent. You are considered delinquent in payment if the date specified for payment of an invoice has passed and you have not paid the full amount due. Your account balance will be due in full upon cancellation or termination of this Agreement or if your service is disconnected. Participation in this billing plan is not available for accounts with multiple ESI IDs.

If you are delinquent in payment when a billing plan is established, we may require you to pay no greater than fifty (50%) of the delinquent amount due. We may require the remaining delinquent amount to be paid by you in equal installments over at least five billing cycles unless you agree to fewer installments, or we may include the remaining delinquent amount in the calculation of your monthly payment amount. If we require installment payments, we will provide you with a copy of your deferred payment plan in writing. If the amount of any deferred balance does not appear on each bill you receive, you may call us at any time to determine the amount that must be paid to be removed from the billing plan.

7. **Credit Requirements and Deposits:** MP2 may use credit-reporting agencies to document and evaluate your credit and/or payment history. We do not deny service to you based on your credit score, however, if you do not meet our credit criteria or cannot demonstrate satisfactory credit as defined in PUC Substantive Rule 25.478 (see link on page 6), MP2 may require a deposit from you. You may demonstrate satisfactory credit as defined in PUC Substantive Rule 25.478 by showing that you are sixty five (65) years of age or older and are not currently delinquent in paying an electric account or submitting a prescribed letter certifying that you have been a victim of family violence. If either of these circumstances apply to you please call for more information. A deposit may also be required for certain product types in accordance with specific conditions set forth on the product's EFL. If a deposit is required, the amount shall not exceed the greater of either the sum of your estimated billings for the next two (2) months or one-fifth (1/5) of your estimated annual billing. If you are a registered LITE-UP customer and are required to pay a deposit over fifty dollars (\$50) you may pay the deposit in two (2) equal installments.

If you are required to pay a deposit, any deposit held for more than thirty (30) days will accrue interest from the date of receipt at the annual rate established by the PUC. Your deposit will be returned or otherwise credited to your account at such time as you have made twelve (12) consecutive monthly payments by the specified due date, otherwise MP2T will be entitled to keep your deposit until your service with MP2T terminates. 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 make timely payments for twelve (12) consecutive months, to 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 invoice. We will bill you for any remaining balance and the invoice will be due upon receipt. We will make reasonable efforts to return any unclaimed credits, if a credit balance exists on your account, after payment of your final invoice from us. Unless we receive your specific request, account balances that are less than one dollar (\$1.00) will not be returned.

Deposits for existing customers. MP2 may require an additional deposit from you once you are an existing customer if a disconnection notice has been issued or your account has been disconnected in the previous twelve (12) months, and if your average actual billings over the previous twelve (12) months are at least twice the amount of the original average of your estimated annual billings. Your service may be disconnected if a deposit is not paid within ten (10) calendar days after the date of the request for deposit. MP2 will apply any cash deposit held on your behalf plus any accrued interest (calculated at the PUC approved rate) to the outstanding balance on your final invoice (with any extra amount refunded to you), or to your current balance when you have paid invoices for service for twelve consecutive months without having any late payments.

8. **Term:** Your contract term is set forth on the EFL (the "Term").
9. **Right of Rescission:** If you are switching service to MP2T from another REP, you may cancel this agreement without penalty or fee within the first three (3) federal business days after the date of your receipt of these Terms of Service by contacting MP2T. You may cancel this agreement by: i) Calling us at 1-877-238-5343 no later than midnight of the third federal business day after receiving these Terms of Service; ii) sending us a fax at 832-813-8643 no later than midnight of the third federal business day after receiving these Terms of Service; or iii) sending us an email at customerservice@mp2energy.com no later than midnight of the third federal business day after receiving these Terms of Service. When contacting us to exercise your right of rescission, please have available or include in the email or fax your name and service address and your MP2 Energy Texas account number.
10. **Early Termination Fee:** At the end of the Term, you may cancel or terminate the Agreement by switching to a new provider. You may also cancel the Agreement by calling, faxing or emailing MP2 at the information provided at the end of this Agreement. If you terminate this Agreement before the expiration of the Term or if you default (as set forth

below) and an early termination fee is noted in the applicable EFL, then you agree to pay such fee immediately upon termination of this Agreement or immediately upon your default. If you are enrolled in EFT you expressly authorize MP2T to charge the early termination fee to your account immediately upon the termination or the default. The early termination fee does not apply if you move to another address and if you either i) provide reasonable evidence that you no longer occupy the residence under contract or ii) request new enrollment with MP2T of your new address on the same date as you end service by MP2T to your previous address. Upon termination your obligations under the Agreement are satisfied only when your account balance and early termination fee are paid in full.

11. **Request for New Enrollment Upon Move:** In the event that you move to a new address during the Term of this Agreement you can take the energy rate reflected on the applicable EFL with you so long as i) your new address sits in the Houston Load Zone, ii) you notify MP2T of your desire to enroll your new address with MP2T on the same date that you terminate MP2T's energy service to your previous address hereunder, and iii) and you enroll your new address with MP2T within seven (7) days.
12. **Changes by MP2 Energy Texas:** MP2T reserves the right to modify or terminate these Terms of Service, without penalty, in response to new or changed law, rule, tariff, regulation, procedure or protocol, or interpretation thereof, or for any other reason. Should MP2T make a material change or modification to these Terms of Service (other than a change to the length of your contract term and/or a change that benefits you, for which you will not receive advance notice), you will be notified fourteen (14) days in advance of such change or modification. Upon receiving this notice, you have the right to choose another REP. If you do not choose another REP before the effective date of the change, MP2T will continue to serve you under the modified terms. MP2T may terminate your service without penalty in response to changing market conditions upon proper notice. Such notice may be provided either in Customer's invoice or in a separate mailing.

Notwithstanding anything in this Terms of Service to the contrary, in the event MP2T and/or the applicable product being provided for hereunder become subject to regulations, laws or rules which effectively render this Agreement and/or the provision of electric service from MP2T to Customer unenforceable or illegal, MP2T may immediately terminate this Terms of Service upon notice to Customer and without penalty.
13. **Denial of Meter Access:** In the event MP2 receives a Denial of Meter Access from the TDSP, MP2T will provide the customer with a notice of such Denial of Meter Access. MP2T will provide Customer with the first notice free of any administrative charge. If MP2 receives two (2) or more consecutive Denial of Meter Access notices from the TDSP, MP2T will charge the customer an administrative fee in the amount of \$4.95 for each consecutive notice.
14. **Disconnection of Service: WE MAY REQUEST DISCONNECTION OF YOUR ELECTRIC SERVICE IF YOU DO NOT PAY YOUR INVOICE IN FULL BY THE DUE DATE ON THE DISCONNECT NOTICE OR IF YOU DO NOT PAY A REQUIRED DEPOSIT.** In such instance you will be notified in writing at least ten (10) calendar days before your electric service is disconnected. We may also request disconnection of your electric service without prior notice to you, and immediately, under certain specific situations including the existence of a dangerous condition at your service location or theft of service. MP2T may charge a seventy-five dollar (\$75.00) Disconnection Notice Fee to you.
15. **Restoration of Service:** If your service has been disconnected by MP2T for nonpayment, in order to restore your service MP2T must receive full payment of the amount indicated on the disconnect notice plus any applicable reconnect fees. Payments may be made by phone to MP2T during normal business hours (Monday – Friday 8:00 am to 5:00 pm) or online at www.mp2energy.com. In the event that you choose to mail the payment, payment must be received by MP2T by the date indicated on the disconnect notice. MP2T shall have no responsibility for postal or other delays. A payment returned for insufficient funds or an EFT to an account with insufficient funds shall be treated as if MP2T received no payment and service may be disconnected again without notice for any returned payments or lack of sufficient funds. A security deposit or additional deposits may be required on accounts that have been disconnected. Upon satisfactory correction of the reasons for the disconnection, MP2T will notify your TDSP to reconnect your service. Please allow 24 to 48 hours for completion of reconnect orders. MP2T will continue to serve you under the Terms of Service in effect prior to issuance of the Disconnection Notice. If your service was disconnected due to a dangerous situation, your service will be reconnected once you notify your REP that you have corrected and satisfactorily resolved the dangerous situation. MP2T shall assess and you agree to pay a fee of twenty-five dollars (\$25.00) for each reconnection.
16. **Customer Acknowledgements:** Customer acknowledges that MP2T's ability to invoice Customer depends on the TDSP's ability to furnish MP2T with all necessary information including meter readings or recorded data, as applicable. In the absence of such information from the TDSP, MP2T may invoice Customer based on estimated meter reading according to the Customers historical usage. As soon as practical, and after receipt of actual Customer's energy consumption from the TDSP, MP2T will reconcile on the next invoice any difference(s) between estimated and actual consumption charges.

17. **Events of Default:** An Event of Default occurs upon: i) your failure to pay amounts due under this Agreement; ii) failure of either Party to perform a material obligation under the Agreement; iii) determination that any material representation upon which this Agreement is based is false; or iv) the filing of bankruptcy by either Party.
18. **Remedies upon an Event of Default:** If you default, for reasons other than nonpayment, and you fail to cure the default within five (5) days of written notice MP2T may terminate this Agreement and calculate the amounts due under the Agreement and the you agree to pay those amounts within five (5) days from the date of invoice. If you are enrolled in EFT you expressly authorize MP2 to charge the amounts due upon an event of default to your account immediately upon the default. If you default for failure to pay amounts due under this Agreement MP2T shall have the right to disconnect your service as set forth herein, terminate this Agreement and calculate the amounts due under the Agreement and you agree to pay those amounts within five (5) days from the date of the invoice.
19. **Representations and Warranties:** The electricity sold under this Agreement will be supplied from a variety of generating sources. If you elect to purchase a renewable energy product we will ensure that the appropriate amount of renewable energy credits (RECs) are retired to authenticate the renewable energy contained in the product. We make no representations or warranties other than those expressly set forth in the contract, and we expressly disclaim all other warranties, written or oral, express or implied, including merchantability, conformity to models or samples and fitness for a particular purpose.
20. **Forward Contract:** MP2 Energy Texas and Customer acknowledge and agree that the transactions contemplated by the Agreement constitute forward contracts within the meaning of the United States Bankruptcy Code.
21. **Assignment:** Customer shall not assign the Agreement or any of its rights or obligations hereunder without the prior written consent of MP2T, which consent may not be unreasonably withheld. Notwithstanding the foregoing, MP2T may, without your consent: i) transfer, sell, pledge, encumber or assign the Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements; ii) transfer or assign the Agreement to its affiliate. For purposes of this Agreement, an "Affiliate" shall mean any entity directly or indirectly controlling, controlled by or under common control with MP2T or MP2 Energy LLC. Control means the direct or indirect possession of the power to direct or cause direction of the management policies of the entity; or iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of its assets.
22. **Unenforceability:** If either Party or its activities under the Agreement become subject to any law enacted during the Term that renders the Agreement unenforceable or illegal, then either you or MP2T may terminate the Agreement without the consent of and upon thirty days' notice to the other and without any obligation, payment or otherwise (other than payment obligations for electricity previously supplied to you).
23. **Force Majeure:** If MP2T is unable to perform, in whole or in part, due to a Force Majeure event including but not limited to, an act of God, act of the public enemy, war, terrorism, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, failure of a TDSP and/or ERCOT, including any order or directive of ERCOT, then its performance under the Agreement will be excused for the term of such event and you agree that in no event shall MP2T be liable to Customer for any interruption to service.
24. **LIMITATION OF REMEDIES, LIABILITY AND DAMAGES:** YOU AGREE THAT MP2T IS NOT RESPONSIBLE FOR GENERATING YOUR ELECTRICITY OR FOR TRANSMITTING AND/OR DISTRIBUTING ELECTRICITY TO YOUR SERVICE ADDRESS. YOU ALSO AGREE THAT MP2T SHALL NOT BE LIABLE WITH RESPECT TO ANY THIRD PARTY SERVICES. YOU FURTHER AGREE THAT MP2T'S LIABILITY (TO THE EXTENT NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE) WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND BOTH PARTIES AGREE THAT NEITHER MP2T OR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES. YOU HEREBY 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.
25. **Notices:** You agree that notices shall be furnished electronically via e-mail and/or fax. If to MP2T, send e-mail to customerservice@mp2energy.com or fax to 832-813-8643. If to you, Customer, the e-mail address and/or fax number provided during the electronic or telephonic signup and agreement acceptance process shall be used. You agree to maintain the e-mail address/fax number provided during signup, or notify MP2T in writing of an alternative e-mail/fax.
26. **Governing Law:** THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS. BOTH PARTIES AGREE THE PERFORMANCE OF THIS AGREEMENT TAKES PLACE IN MONTGOMERY COUNTY, TEXAS AND THEREFORE EACH PARTY SUBMITS TO VENUE IN MONTGOMERY COUNTY, TEXAS. Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code (UCC) of Texas

(<http://www.sos.state.tx.us/ucc/index.shtml>), shall govern this Agreement, shall be deemed to apply to this Agreement and electricity shall be deemed a “good” for purposes of the UCC.

27. **No Waiver:** No waiver by any Party hereto of any one or more defaults by the other Party in the performance of any of the provisions of the Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.
28. **Severability:** Except as otherwise stated herein, any provision or section declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over MP2T or Customer, or deemed unlawful because of a statutory change, will not otherwise affect the lawful obligations that arise under the Agreement.
29. **No Third Party Beneficiaries:** Subject to the provisions above under Assignment, nothing in the Agreement shall provide any benefit to any third party nor shall it provide any third party any claim, cause of action, remedy or right of any kind.
30. **Antidiscrimination:** MP2T does not discriminate, 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, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services. MP2T 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 twelve (12) months or less.
31. **Offer and Acceptance:** MP2 Energy Texas extended the offer for provision of electric service under the terms of the Agreement to Customer telephonically and/or electronically through one or more of its websites. The actual Agreement was e-mailed to Customer using the e-mail address provided during the electronic signup process.
32. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties with respect to the MP2T’s provision of electric service. This Agreement supersedes any and all previous communications, representations and/or understandings between you and MP2T and/or between you and any third party acting on behalf of MP2T, including but not limited to oral communications, representations and understandings, contains the complete and final agreement between the you and MP2T with respect to the provision of electric service and may be modified only by a written instrument signed by both you and MP2.
33. **PUC Substantive Laws and Rules.** You may view the Public Utility Commission’s rules referenced in this Agreement at <https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>.

Please Read

This Document Contains Important Information Regarding:

Your Rights as a Customer

MP2 Energy Texas LLC PUCT Certificate No. 10174

This document summarizes Your Rights as a Customer, and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUC). These rules apply to all retail electric providers (REPs) unless otherwise noted. You may view the PUC's rules at <http://www.puc.state.tx.us/agency/rulesnlaws/sub-rules/electric/Electric.aspx>. MP2 Energy Texas LLC's contact information as well as the contact information for the PUC and your Transmission Distribution Service Provider (TDSP) is located at the end of this document.

Obtaining and Canceling Service

Unauthorized Change of Service Provider or "Slamming": A REP must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched without your authorization, you should request that the REP provide you with a copy of your authorization and verification. The REP must submit this to you within 5 business days of your request. If you are not satisfied with this response, you may also file a complaint with the PUC at the address provided below. Upon receipt of a complaint filed with the PUC, the REP must respond within twenty-one (21) days of receipt of the complaint, providing all documentation relied upon by the REP related to the authorization to switch, and any corrective actions taken to date, if any.

If a REP is serving your account without proper authorization, they must work with other market participants to take all actions necessary to return you to your original REP as quickly as possible. Your original REP has the right to invoice you at the price disclosed in your Terms of Service from either: 1) the date you are returned to your original REP, or 2) any prior date chosen by your original REP for which that REP had the authorization to serve you. The REP that served you without proper authorization shall, within five (5) days from the date that your service is returned to your original REP, refund all charges paid for the time period the original REP ultimately invoices you. In addition, the REP that served you without your authorization is responsible for paying all charges associated with returning your service to your REP of choice. For periods that the unauthorized REP served you that are not invoiced to you by your original REP, the REP that served you without your authorization may invoice you, but at a rate no higher than the rate you would have been charged by your original REP.

Right of Rescission: If you are switching from one REP to another, you can cancel your acceptance of the Agreement with your new REP without penalty or fee by contacting your new REP before midnight of the third federal business day after the date you receive your Terms of Service. If you are enrolling online, upon acknowledging your authorization you will have the opportunity to print and/or save your Agreement and the rescission period begins on the date you receive the Terms of Service. If you notify your new REP of your desire to cancel after the expiration of the three day period described above, your new REP is not required to cancel the Agreement and you will remain responsible for all service rendered to you at the enrollment address and charges assessed by your new REP (including any early termination fee) until your switch to another REP is made. This right of rescission does not apply to applicants requesting a move-in, to customers whose REP transfers the customer to the POLR, or when a REP "drops" a customer to the affiliated REP for nonpayment. For details on how to cancel the Agreement, please see your Terms of Service document.

Billing Issues

Unauthorized Charges or "Cramming": Before any new charges are included on your electric bill, your REP must inform you of the product or service, all associated charges, and how these charges will appear on your electric bill, as well as obtain your consent to accept the product or service. Your REP must provide you with a toll-free telephone number and address that you may use to resolve any billing dispute or to ask questions about your bill. If you believe your electric bill includes unauthorized charges, you may contact your REP to dispute such charges and may file a complaint with the PUC. Your REP will not seek to disconnect your electric service for nonpayment of an

unauthorized charge or file an unfavorable credit report against you for disputed unpaid charges that are alleged to be unauthorized, unless the dispute is ultimately resolved against you.

If the charges are determined to be unauthorized, your REP will cease charging you for the unauthorized service or product, remove the unauthorized charge from your bill, and refund or credit all money you paid for any unauthorized charge within 45 days. If charges are not refunded or credited within 3 billing cycles, interest shall be paid to you at an annual rate established by the PUC on the amount of any unauthorized charge until it is refunded/credited. You may request all billing records under the REP's control related to any unauthorized charges within 15 business days after the date the unauthorized charge is removed from your bill. Your REP will not re-bill you for any charges determined to be unauthorized.

Deferred Payment Plans and Other Payment Arrangements: If you cannot pay your invoice, please call your REP immediately. Your REP may offer you a short-term payment arrangement that allows you to pay your invoice after your due date, but before your next invoice is due. In addition, you may qualify for a "deferred payment plan". A deferred payment plan allows a customer to pay an outstanding invoice in installments beyond the due date of the next bill. The REP may require an initial payment to initiate the plan. All REPs must offer customers deferred payment plans upon request for invoices that are due during an extreme weather emergency, during a state of disaster declared by the governor to customers in the area covered by the declaration if directed by the PUC and to customers who have been under-billed in the amount of fifty dollars (\$50.00) or more. Additionally, a deferred payment plan shall be offered to certain residential customers for bills that become due during July, August, and September and if certain conditions apply, January and February. A deferred payment plan may include a five percent (5%) penalty for late payment. If you do not fulfill the terms of the deferred payment plan, your REP may apply a switch-hold to your account or disconnect your service as discussed further below. For additional details on deferred payment plans, please see your Terms of Service Agreement or contact your REP.

REPs must also offer level or average payment plans to customers who are not currently delinquent in payment to the REP. Additionally, level or average payment plans shall be offered to certain residential customers for bills that become due during July, August, and September and if certain conditions apply, January and February. If you do not fulfill the terms of the level or average payment plan, or the level or average payment plan, your REP may apply a switch-hold to your account or disconnect your service as discussed further below. For additional details on level or average payment plans, please see your Terms of Service Agreement or contact your REP.

Financial and Energy Assistance: If a customer contacts the REP and indicates an inability to pay, the REP must inform the customer of all applicable payment options and payment assistance programs that are offered by or available from the REP. An electric customer who receives food stamps, Medicaid, Temporary Assistance for Needy Families (TANF) or Supplemental Security Income (SSI) from the Texas Health and Human Services Commission (THHSC) or whose household income is not more than 125% of the federal poverty guidelines may qualify for energy assistance from the Texas Department of Housing and Community Affairs (TDHCA). Additionally, a low-income rate has been reserved for low-income customers that have been qualified by the Low-Income Telephone and Electric Utilities (LITE-UP) Texas Program, subject to funding approved by the Texas Legislature. In addition to this state funded program you may qualify for a level or average payment plan and may qualify for additional discounts that MP2T voluntarily offers to low-income customers. Please contact us if you believe you may qualify for a discount. Customers who qualify for the low-income rate reduction program may pay a required deposit that exceeds \$50 in two equal installments.

Meter Reading and Testing: Please contact your REP for information regarding how to read your meter. You have the right to request a meter test. Your REP may make this request to your Local Distribution Company (LDC) on your behalf. If a test is performed more than once in a four-year period, and the meter is determined to be functioning properly, then you may be charged a fee for the additional meter test(s) at the rate approved for your LDC. The LDC or REP will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter.

Disconnection of Service

Failure to Pay: For customers who do not pay their invoice by the due date, their REP may request that the LDC "disconnect" the electric service, after the expiration of a required 10-day notice period.

Disconnection of Service: The PUC has provided that under certain dangerous circumstances (such as unsafe electric line situations) any REP, including the Provider of Last Resort (POLR), may authorize your LDC to disconnect your electric service without prior notice to you. Additionally, your REP may be allowed to authorize disconnection of your electric service for any of the reasons listed below:

- failure to pay an invoice owed to the REP or to make a deferred payment arrangement by the date of disconnection;
- failure to comply with the terms of a deferred payment arrangement or other payment agreement made with the REP;
- using service in a manner that interferes with the service of others or the operation of nonstandard equipment;
- failure to pay a deposit required by the REP; or
- failure of a guarantor to pay the amount guaranteed when the REP has a written agreement, signed by the guarantor, which allows for disconnection of the guarantor's service.

Prior to disconnecting your service, your REP must provide you with a written Disconnection Notice. This notice must be mailed to you separately (or hand-delivered) no earlier than the first day after the date your invoice is due. The disconnection date must be ten (10) days from the date the notice is issued and may not fall on a holiday or weekend (or the day preceding) unless the REP's personnel are available to take payments and service can be reconnected.

Your REP may not authorize disconnection of your electric service for any of the following reasons:

- failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household;
- failure to pay any charge unrelated to electric service;
- failure to pay a different type or class of electric service not included on the account's bill when service was initiated;
- failure to pay under-billed charges that occurred for more than 6 months (except theft of service);
- failure to pay any disputed charges until your REP or the PUC determines the accuracy of the charges and you have been notified of this determination; or
- failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event the LDC is unable to read the meter due to circumstances beyond its control.

Additionally, your REP may not authorize disconnection of your electric service:

- if the REP receives notification by the final due date stated on the disconnection notice that an energy assistance provider will be forwarding sufficient payment on your account, and you have paid or made payment arrangements to pay any outstanding debt not covered by the energy assistance provider's payment;
- for non-payment during an extreme weather emergency, and upon request, the REP must offer you a deferred payment plan for bills due during the emergency; or
- for non-payment if you inform the REP, prior to the disconnection date stated on the notice, that you or another resident on the premises will become seriously ill or more seriously ill, I electric service is disconnected. However, each time you seek to avoid disconnection for this reason, you must enter into a deferred payment plan with your REP, have the ill-person's attending physician submit a written statement to the REP confirming that you are a Critical Care Residential Customer. This exemption from disconnection due to illness or disability shall be in effect for 63 days from the issuance of the bill for electric

services (or shorter period agreed to you, your secondary contact or the attending physician and the REP) and may be applied for again after the 63 days has expired and the deferred payment plan has been fulfilled.

Availability of Provider of Last Resort: If you are notified that you are subject to disconnection of your electric service, you may seek to obtain services from another REP or the POLR. You have the option to request service from the POLR, which offers a standard retail service package. Information about the POLR and other REPs can be obtained from the PUC or the POLR.

Restoration of Service: If your service has been disconnected by your REP for nonpayment, your REP will, upon satisfactory correction of the reasons for the disconnection, notify your LDC to reconnect your service. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate to your REP that you have corrected the dangerous situation.

Reporting Outages: Your REP is responsible for providing you with the telephone number you may use to report outages or other emergencies. This information is included on your bill and provided at the end of this document.

Disputes With Your Provider

Complaint Resolution: Please contact your REP if you have specific comments, questions or complaints. Upon receipt of a complaint, your REP must investigate and notify you of the results within 21 days. If you are dissatisfied with the results of the investigation, you may request a supervisory review, if available. Your REP must advise you of the results of the supervisory review within 10 business days of your request. If you are dissatisfied with the results of the investigation or supervisory review, you may file a complaint with the PUC or the Office of the Attorney General, Consumer Protection Division. Please include your name and account number, as well as an explanation of the facts and the resolution you desire in your complaint. For a complaint involving a disputed bill, your REP may not initiate collection activities or disconnection activities or report the delinquency to a consumer reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, your REP may disconnect your service for non-payment of any undisputed portion of the bill.

Other Protections

Do Not Call List: The PUC maintains a "Do Not Call List" of customers who do not want to receive telemarketing calls for electric service. Call toll-free 1-866-TXNOCALL or 1-866-8966225, or visit the PUC website at www.puc.state.tx.us to subscribe to the Do Not Call List.

Language Availability: You may request to receive information from your REP in Spanish, or any language in which you were initially solicited. This includes the Terms of Service Agreement, Electricity Facts Label, bills and bill notices, information on new electric services, discount programs, promotions, and access to customer assistance. You will receive this Your Rights as a Customer document and disconnection notices in English and Spanish, or English and your designated language, if you have designated a language other than Spanish and were originally solicited in that language.

Privacy Rights: Except as described below, REPs may not release your proprietary customer information to any other person without your consent. This includes your name, address, account number, type or classification of service, historical electricity usage, expected patterns of use, types of facilities used in providing service, individual contract terms and conditions, price, current charges or billing records. This prohibition does not apply to the release of your information under certain circumstances as required by law, including release to the PUC, an agent of your REP, consumer reporting agencies, law enforcement agencies, or your LDC. A REP may also share this information with a third party for the purpose of marketing such party's products or services to you after you are provided an opportunity to opt-out of the release of your information. In addition, this prohibition does not apply to the release of prior historical usage upon request and authorization of a current customer or applicant of a premise. Industrial and commercial

customers may contact their REP or LDC and designate that their prior historical usage is competitively sensitive in order to prevent the release of this information.

Special Services: Your REP may offer special services for hearing-impaired customers and programs for customers with physical disabilities. If you have a physical disability or require special assistance regarding your electric account, please contact your REP to inquire about the process to become qualified for any of these special services.

Critical Care or Chronic Condition: You have the right to apply for a Critical Care Residential Customer or Chronic Condition Residential Customer designation. Please contact your REP to receive a copy of the Application for Chronic Condition or Critical Care Residential Status form. Your TDSP processes the application and makes a determination of eligibility. Your TDSP will also send you a renewal application prior to the expiration of your designation. Qualification as a Chronic Condition or Critical Care Residential Customer does not relieve the customer of the obligation to pay the REP or the TDSP for services rendered. However, a Chronic Care or Critical Care Residential Customer who needs payment assistance is encouraged to contact their REP immediately regarding possible deferred payment options or other assistance that may be offered by the REP.

A Chronic Condition Residential Customer is a residential customer who has a person permanently residing at the home who has been diagnosed by a physician as having a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent impairment of a major life function through a significant deterioration or exacerbation of the person's medical condition. If the serious medical condition is diagnosed or re-diagnosed by a physician as a life-long condition, the designation is effective for the shorter of one year or until such time as the person with the medical condition no longer resides at the home. Otherwise, the designation or re-designation is effective for 90 days.

A Critical Care Residential Customer is a residential customer who has a person permanently residing at the home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life. This designation or re-designation is effective for two years.

Contact Information

Outages and Emergencies

CenterPoint Service Area	Toll-Free	(800) 332-7143
Oncor Service Area:	Toll-Free	(888) 313-4747
AEP Central & AEP North	Toll-Free	(866) 223-8508
Texas-New Mexico Power Service Area	Toll-Free	(888) 866-7456
Sharyland Utilities:	Toll-Free	(800) 545-4513

REP Customer Service

MP2 Energy Texas LLC	Direct	(832) 239-5225
21 Waterway Ave, Suite 450	Toll-Free	(877) 238-5343
The Woodlands, TX 77380	Fax	(832) 813-8643

E-mail customerservice@mp2energy.com

Web www.mp2energy.com

Texas Public Utility Commission

Customer Protection Division

Direct (512) 936-7120

Toll-Free (888) 782-8477

Fax (512) 936-7003

P.O. Box 13326

Austin, TX 78711-3326

Email customer@puc.state.tx.us

Web www.puc.state.tx.us