



V247 Power Corporation
Terms of Services
Residential Customer

Thank you for choosing V247 Power Corporation as your Retail Electric Provider (“REP”). We recognize you have a choice and appreciate you trusting us to meet your needs. This Terms of Service (“TOS”) explains the terms and conditions that govern your electric service with V247 Power Corporation. This TOS, together with your enrollment documentation, your Electricity Facts Label (“EFL”), and the Your Rights as a Customer (“YRAC”) document compose your Contract with V247 Power Corporation. At V247 Power Corporation, we work hard to provide straightforward terms of service that clearly define our commitment to you. If you ever have any additional questions regarding your electricity service, please do not hesitate to contact us.

By accepting service from V247 Power Corporation, you have agreed to be bound by the terms of your Contract. You acknowledge that you are a V247 Power Corporation customer, and that you have the responsibility for making sure you have selected the electricity plan that is the most appropriate one for you. Taxes and other charges for residential customers may be different than those for small commercial customers. For details of the particular electric product you have purchased, please see your EFL, and for your general rights as an electric customer, please consult your YRAC.

The words “V247 Power Corporation”, “we,” “us,” and “our” refer to V247 Power Corporation, and the words “you” and “your” refer to the Customer.

V247 POWER CORPORATION

Mailing Address: 9999 Bellaire Blvd.,
Suite 1133
Houston, TX 77036

Email Address: customercare@v247power.com
Internet Address: www.v247power.com
PUCT Certification Number: 10210

Toll-Free Number: 1.855.888.9888
Fax Number: 1.855.215.9090

Normal Hours of Operation: Monday –Friday 8:00 AM - 6:00 PM CST, excluding holidays

Pricing and Payment Arrangement:

Your EFL will provide you examples of the average prices per kWh for your product based on different usage levels. The average prices disclosed on your EFL include recurring charges, which are charges that we expect to bill you on a regular basis. These prices do not include taxes, reimbursement for gross receipts taxes, municipal administrative fees, TDU non-recurring fees, and other non-recurring fees that V247 Power Corporation may charge, if applicable, or separate fees for products or services other than electric service that may appear on your bill if you purchase them. You agree to pay the price as defined in the Contract and all amounts shown on your bill that are charged by V247 Power Corporation consistent with this Contract. By paying your bill you agree that the bill reflects proper charges for our services.

If you are exempt from Gross Receipts Tax due to living in an unincorporated area, it is your responsibility to provide us with this information, so that V247 Power Corporation can update your account accordingly. Your price may vary solely to reflect actual changes in TDU charges for the delivery of your electricity, changes to the ERCOT administrative fees, or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on V247 Power Corporation that are beyond V247 Power Corporation’s control. V247 Power Corporation does not charge for service initiation, regardless of method. However, the TDU providing electricity delivery to your service location may charge fees for service connection for switch of service from one REP to another and for move-ins of new service. Additional fees may apply from the TDU including but not limited to fees, transport and distribute electricity to your service location, read your meter, and terminate or restore service. These charges are passed on to you by V247 Power Corporation, along with certain charges and fees assessed by ERCOT.

All bills are due and payable within sixteen (16) days from the Bill Due Date. Please call us if you anticipate having difficulty paying your bill by the due date. You may be eligible for payment assistance or a deferred payment plan. If you are determined eligible for a deferred payment plan, you will pay an initial amount no greater than 50% of the amount due and defer the remainder of the amount due in equal installments over at least (5) billing cycles unless the customer agrees to fewer installments. To qualify for a deferred payment plan, a customer must not have defaulted under a previous deferred payment plan with V247 Power Corporation or has been disconnected the preceding twelve (12) months. You will need three (3) months of payment history with V247 Power Corporation prior to qualifying for a deferred payment plan. Deferred payment plans are available for customers whose bills become due during an extreme weather emergency as declared by your TDU or who were previously under-billed by \$50.00 or more and need to make installment payments upon request, deferred payment plans are also available for customers who are identified to be in the area affected by disaster as declared by the governor. If you establish a deferred payment plan we put a switch-hold on your account that will be removed after your deferred balance is paid and processed. If you are disconnected not obtain services from another REP until you pay the total deferred balance to V247 Power Corporation. Deferred payment plans are formalized in writing and provided to the Customer. For questions regarding an outstanding balance please contact the customer care department of V247 Power Corporation.



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V247 Power Corporation will provide you with a disconnection notice in the event you do not pay your bill by its due date. If payment of your past due balance is not received within ten (10) days of the Disconnection Notice, a disconnect order transaction will be issued the next business day to your TDU for service interruption. If your service is disconnected and payment is not made to restore service within five (5) calendar days of the disconnection date, your account will be subject to any early termination fees as stated on your EFL and cancel of your service. Please contact Customer Care at 1.855.888.9888 or visit our web site www.v247power.com.

V247 Power Corporation will provide you with a disconnection notice in the event you do not pay your bill by its due date. If payment of your past due balance is not received within ten (10) days of the Disconnection Notice, a disconnect order transaction will be issued the next business day to your TDU for service interruption. If your service is disconnected and payment is not made to restore service within five (5) calendar days of the disconnection date, V247 Power Corporation may unilaterally terminate this Contract and issue a “move-out” transaction, and customer shall be subject to and responsible for payment of any applicable Early Termination Fee. Thereafter, V247 Power Corporation may calculate all amounts due under this Contract and customer shall pay those amount according to the payment terms. Customer shall be liable for payment of any and all fees related to and/or arising out of customer’s default, including without limitation, attorney’s fees, court costs, collection fees, and demands for payment. If customer defaults, then customer may be required to reapply for electric service and pay a deposit in order to again become a customer.

If your account is secured with a deposit, the deposit amount and accrued interest will be credited to your final bill. You must remit final payment by the due date of the final bill to avoid further collection activity. Late, delinquent or past due balances will result in a late payment penalty equal to 5% of the billing period of past due amount, less any charges for which you have already been assessed a late fee. A \$30 insufficient funds fee per transaction (or a charge equal to the maximum amount allowed by law) will be assessed to your account for any transaction not processed due to non-sufficient funds (“NSF”), payment stops or charge backs, or credit availability for any method of payment including checks, bank drafts or credit card transactions. If your check is returned unpaid, your account may be debited electronically for the original amount and electronically or via paper for the state’s maximum allowable service fee. V247 Power Corporation reserves the right in such instances to require future payments from you to be made in the form of guaranteed funds.

If you participate in our automatic payment option and your payment is dishonored for any reason, V247 Power Corporation reserves the right to remove you from the automatic payment option, if applicable. If a payment to restore service after non-payment is returned for insufficient funds, V247 Power Corporation has the right to suspend your service without notice. If you fail to make timely payments of the amounts due under this Contract and we refer your outstanding balance to an attorney or 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 reasonable fees and expenses (including late payment penalty, interest, administrative costs and attorney fees) that we incur during the collection process.

Residential customers who are in need of financial or energy assistance may qualify for programs sponsored by the Texas Department of Housing and Community Affairs (TDHCA), which can be contacted at info@tdhca.state.tx.us, calling 1.877.399.8939, faxing 1.800.733.5120 or writing to TDHCA, PO Box 13941, Austin, TX 78711-3941. A customer who receives food stamps, Medicaid, TANF or SSI from the TDHS 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). Customers who do not currently receive these benefits, but whose household income is not more than 125% of the federal poverty guidelines may also apply.

RESIDENTIAL CUSTOMERS ONLY - LITE-UP Assistance Program:

V247 Power Corporation supports a special discount, subject to funding approved by the Texas Legislature reserved for low-income customers that have been qualified by the Low-Income Telephone & Electric Utilities Texas Program (“LITE UP”). These funds are available for electricity discounts for qualified low income customers during certain months of the year. Customers who receive benefits from the Texas Health and Human Services Commission are automatically enrolled in the discount program; you may also self-enroll if you meet the eligibility requirements. Please visit www.liteuptexas.org for more information or call 1.866.454.8387.

The V247 Power Corporation Partners Program is also available to provide payment assistance to qualified customers who have experienced an emergency or temporary hardship impacting their financial status. The program is funded in part by contributions from V247 Power Corporation’s customers. You may contribute to this program on your bill each month.

Rescission:

If you are switching your electric service to V247 Power Corporation, as opposed to starting service at a new location or “moving in,” you have the right to rescind your acceptance of this Terms of service without fees or penalties of any kind, within three (3) federal business days after receiving this Terms of service. You may rescind either by phone toll free at 1.855.888.9888, fax at 1.855.215.9090, or email at customercare@V247Power.com. Please provide your name, address, phone number, Electric Service Identifier (ESI-ID), and a statement that you are rescinding your Contract under the three-day Right of Rescission. If your termination requires an early meter read by your TDU, you will be charged a fee established by your TDU. You are responsible for all charges incurred through the date termination is effectuated by the TDU.



V247 Power Corporation Non-recurring Fees:

| Non-Recurring Fee Description | Fee Amount |
|-------------------------------|--|
| Late Fee: | 5% of each delinquent billing period's unpaid charges. |
| Returned Payment Fee: | \$30 for any returned check, electronic fund transfer or credit card transaction not processed due to insufficient funds or credit availability. |
| Disconnect Notice Fee: | \$10 per Disconnect Notice Event for residential; \$20 for small commercial |
| Disconnect Order Fee: | \$20 |
| Reconnect Order Fee: | \$20 |

We encourage you to contact us to secure an alternate payment arrangement before your account becomes delinquent and is suspended or is disconnected for nonpayment. Please contact us to discuss your eligibility for alternate payment arrangements.

Deposit:

We do not deny electric service based on your credit score. However, you may have to provide an initial deposit before receiving electricity service if you cannot demonstrate satisfactory credit. Estimated billings for an initial deposit from a customer may be based upon a reasonable estimate of average usage for the customer type or may be based on the customer's estimation of anticipated usage or the premise's actual historical usage; the amount of deposit will not exceed the greater of either the sum of your estimated billings for the next two months or one-fifth of your estimated annual billing. Customers who qualify for a rate reduction program may pay the deposit in two equal installments if required to pay over fifty dollars (\$50).

You may qualify to receive service from V247 Power Corporation by demonstrating satisfactory credit through one of the following methods: (1) Submit a payment history letter from your previous REP confirming you are not currently delinquent in payment and during your last twelve (12) consecutive months of service you were not late in paying a bill more than once; (2) Have a satisfactory credit rating through a consumer reporting agency. (3) You are at least 65 years of age and you do not have a delinquent balance with your current electric service provider. (4) 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 for one of these options. If you are LITE-UP qualified and are required to pay a deposit greater than \$50, you will be eligible to pay your deposit in two installments. You must provide evidence of enrollment in a TDHS program. The full context of this rule can be found at <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.454/25.454.pdf>. (5) Submit proof that you are medically indigent. You may obtain the medically indigent certification form from our web site at: <http://v247power.com/Pdfs/Medically%20Indigent%20Certification%20Form.pdf>.

Instead of paying a cash deposit, you may provide a Guarantee Agreement signed by an active V247 Power Corporation customer ("guarantor") with satisfactory 12 month payment history. Failure of the guarantor to pay the guaranteed amount as per the Guarantee Agreement may result in further collection activity up to and including disconnection of the guarantor's electric service. The full context of the this rule can be found at <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.478/25.478.pdf>.

Average Billing:

Residential and Small Commercial Customers are eligible to receive an average billing plan if your V247 Power Corporation account is not past due and/or in a delinquent status. On an average billing plan, V247 Power Corporation will invoice you monthly based on the average monthly electricity usage for the most recent twelve (12) months associated with your premise times your Contract rate, plus actual TDU pass-through charges and your Monthly Base Charge, as outlined in your EFL. If sufficient historical electricity usage for your location is not available, average monthly electricity usage will be estimated based upon available usage history at the location or comparable usage history as determined by V247 Power Corporation. A true-up will be made at least once every twelve (12) months to reconcile the amounts paid versus actual usage times the Contract rate. The true-up will illustrate the result of under-billing or over-billing in order to maintain consistent average billing. The average billing amount will be adjusted based on any difference between the total amount owed by Customer for actual usage and the payments received. A final true-up will be made if the Customer's account is terminated or if Customer's Contract with V247 Power Corporation expires. Any remaining account balance will be due in full upon such termination or expiration.

Termination:

Your Contract term is stated in the EFL. At the end of your Contract term, you may terminate your contract by switching to a new REP. If you cancel the Contract before the end of your Contract term, you agree to pay the penalty or Early Termination Fee ("ETF") indicated in the EFL. You have the right to terminate a month-to-month Contract and choose another V247 Power Corporation product or another REP without having



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to pay an ETF. If you move from your existing service address to a new premise during the Contract term and provide a forwarding address to us, you will not be responsible for the ETF stated in the EFL. V247 Power Corporation will use good faith efforts to terminate your service with the TDU on the requested termination date; however, we cannot be responsible if the TDU is unable to affect your requested termination date.

You will be responsible for all charges incurred through the date the TDU can affect your termination. If you terminate the electric service, V247 Power Corporation's obligations will conclude after the meter read date when we are no longer designated as your REP or when your electric service is disconnected by the TDU. If your termination requires an off-cycle meter read or otherwise incurs charges from the TDU, you will be responsible for payment of those charges. Your obligations under the TOS will end when the outstanding balance on your account is paid in full. Termination of the TOS does not excuse the obligation of Customer to pay outstanding balances or an ETF that may apply.

Disconnection:

We may request disconnection of your electric service if you do not pay your deposit or the past due amount of your electric service bill in full by the due date on the disconnect notice. We will notify you in writing at least ten (10) calendar days before we disconnect electric service. In addition V247 Power Corporation or your TDU may disconnect your service without notice if known dangerous conditions exist at the premise; where service is connected without authority by a person who has not made application for service; where service is reconnected without authority after disconnection for nonpayment; where there has been tampering with the meter or other service provider equipment; or where there is evidence of theft of service.

Term & Renewal:

This Contract shall commence on the date of the initial meter reading by the applicable TDU and continue for the period indicated in your Contract and/or in the EFL ("Term"). Customer acknowledges that V247 Power Corporation cannot guarantee a switch of Customer's account to V247 Power Corporation by a specific date and hereby holds V247 Power Corporation harmless from any liability for, or arising out of, delays in this process. For term products (non-month to month), a Contract Expiration & Renewal Notice will be sent at least thirty (30) days prior to the end of the Initial Term. If you fail to renew your Contract with V247 Power Corporation, your service will automatically continue on a month-to-month basis after the expiration of your Initial Term on a default renewal product, which is a variable price product whose price will be determined at the sole discretion of V247 Power Corporation until cancelled by either you or V247 Power Corporation.

Switch-Hold:

A switch-hold will be applied to your ESI ID if you enter into a deferred payment plan. Additionally, your TDU will apply a switch-hold to your ESI ID if there is evidence of meter tampering. A switch-hold means that you will not be able to buy electricity from other companies until you have satisfied the terms of your payment arrangement or, in cases of meter tampering, have satisfied payment of the applicable charges and back-billing. While a switch-hold applies, if you are disconnected for not paying, you will need to pay V247 Power Corporation to get your electricity turned back on.

Critical Care and Chronic Condition:

You have the right to apply for Critical Care designation if you have a person permanently residing in your premise who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life and/or if you have a person permanently residing in your premise 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 the impairment of a major life function through a significant deterioration or exacerbation of the condition. To be considered for such designation, the PUC-approved form must be submitted by facsimile or other electronic means to the TDU by a physician. The TDU will notify you of the final status of your designation as a Critical Care or Chronic Condition Customer, and will notify you when such designation will expire and whether you will receive a renewal notice. The TDU will also notify us about your status. You may also obtain the Application for Chronic Condition or Critical Care Customer Status from Public Utility Commission of Texas website at <http://www.puc.state.tx.us/industry/electric/forms/critical/ccform.pdf>.

Antidiscrimination:

V247 Power Corporation 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, familial status, location of a customer in an economically distressed geographic area, or qualification for low income or energy efficiency services. V247 Power Corporation shall not use your credit score, credit history, or utility payment data as the basis for determining the price on any electric service plans/products.

Limitation of Liability:

You agree that causes and events beyond our control, including acts of God, acts of any governmental authority, accidents, strikes, labor trouble, and events of force majeure occurring with respect to the TDU, ERCOT, or other third party systems or assets (a force majeure event), may result in interruptions in service and that we will not be liable for those interruptions. You also agree that we are not responsible for generating your electricity or for transmitting and distributing electricity to your service address. Furthermore, you agree that we will not be liable with respect to any third party services; 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. There are no third party beneficiaries to the Contract.

Representations and Warranties:

The electricity sold under this Contract will meet the quality standards of the applicable local distribution utility and will be supplied from a variety of sources. V247 Power Corporation makes no representations or warranties other than those expressly set forth in this Contract and expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose. Customer represents and warrants that he or she is a residential or small commercial customer as such terms are defined in Chapter 25 of the Substantive Rules of the PUCT. The full context of this rule can be found at <http://www.puc.state.tx.us/rules/subrules/electric/index.cfm>.

Assignment:

You may not assign this Contract in whole or part, or any of your rights or obligations hereunder, without prior written consent from V247 Power Corporation. Nothing in this Contract will create, or be construed as creating any express or implied rights in any person or entity other than V247 Power Corporation and Customer. Customer hereby acknowledges and consents that V247 Power Corporation may (a) assign this Contract to any affiliate or to any party succeeding to a substantial portion of the assets of V247 Power Corporation, or (b) assign, pledge or otherwise collaterally assign its rights under this Contract to V247 Power Corporation's supplier or one of its affiliates of certain physical and/or financial commodities. Any successor or assignee of the rights of V247 Power Corporation (or Customer, if such is consented to in writing by V247 Power Corporation) shall be subject to all the provisions and conditions of this Contract per PUC Substantive Rule §25.493 regarding acquisition and transfer of customers. In the event any other provision of this Contract will be deemed to prohibit or otherwise restrict V247 Power Corporation's right to assign, subrogate or pledge its rights hereunder, this provision will control. The full context of this rule can be found at <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.493/25.493.pdf>.

Force Majeure:

V247 Power Corporation will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of V247 Power Corporation's control (often referred to as "Force Majeure Events") may result in interruptions in service. V247 Power Corporation does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that V247 Power Corporation will not be liable for damages caused by Force Majeure events, including but not limited to accidents, strikes or lock outs, labor troubles, or acts of God that are beyond the control of V247 Power Corporation and that: (a) are not the result of the negligence of V247 Power Corporation; and (b) which, by the exercise of due diligence, V247 Power Corporation is unable to avoid or cause to be avoided. Force Majeure shall also include, a condition resulting in the curtailment or disruption of electricity supply or the transmission on the electric transmission and/or distribution system, including a Force Majeure event experienced by any utility, TDU, ERCOT or governmental agency.

Product Types & Descriptions:

Fixed Product - Fixed rate products have a Contract term of at least three (3) months. The price of a fixed rate product may only change during a Contract term to reflect actual changes in TDU charges; changes to the Electric Reliability Council of Texas (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 REPs, including V247 Power Corporation, that are beyond our control. Price changes resulting from these limited circumstances do not require us to provide you with advance notice; however, each bill issued for your remaining Contract term will notify you that a price change has been made. Changes to Contract Provisions - Non-price related changes to the provisions of fixed rate products can be made by providing you with advance notice, with the exception that we cannot change the length of your Contract term. We will notify you at least fourteen (14) days before the change is applied to your bill or otherwise takes effect. If you do not cancel your Contract before the effective date the change, the change will become effective on the date stated in your notice. Notice is not required for a change that benefits you.

Indexed Product - Indexed products have a Contract term of at least three (3) months and a price that changes according to a pre-defined pricing formula that is based on publicly available indices or information. The price for term indexed products may also change without advance notice to reflect actual changes in TDU charges; changes to the 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 V247 Power Corporation that are beyond our control. Changes to Contract Provisions - We can make non-price related changes to the provisions of your Contract by providing you with advance notice, with the exception that we cannot change the length of your Contract term. We will notify you at least fourteen (14) days before the change is applied to your bill or otherwise takes effect. If you do not cancel your Contract before the effective date of the change, the change will become effective on the date stated in your notice. Notice is not required for a change that benefits you.

Month-to-Month Product - Month-to-month indexed products have a Contract term of thirty-one (31) days or less and a price that changes according to a pre-defined pricing formula that is based on publicly available indices or information. The price for month-to-month indexed products may also change without advance notice to reflect actual changes in TDU charges; changes to the 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 V247 Power Corporation that are beyond our control. Changes to Contract Provisions - We can make non-price related changes to the provisions of your Contract and the pricing formula by providing you with advance notice, with the exception that we cannot change the length of



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your Contract term. We will notify you at least fourteen (14) days before the change is applied to your bill or otherwise takes effect. If you do not cancel your Contract before the effective date of the change, the change will become effective on the date stated in your notice. Notice is not required for a change that benefits you.

Variable Product - Variable price products have a Contract term of thirty-one (31) days or less and a price that may vary without advance notice according to a method determined by the provider. The price of a variable price product can change after the first billing cycle at the discretion of the provider without contacting the customer first. Your EFL contains specific information about how your price can change. Changes to Contract Provisions - We can make non-price related changes to the provisions of your Contract and the pricing formula by providing you with advance notice, with the exception that we cannot change the length of your Contract term. We will notify you at least fourteen (14) days before the change is applied to your bill or otherwise takes effect. If you do not cancel your Contract before the effective date of the change, the change will become effective on the date stated in your notice. Notice is not required for a change that benefits you.

Non-Inclusive – For Residential and Small Commercial, in accordance to your EFL; the energy charge excludes the cost and charges for electricity supply, any electric energy losses, congestion charges, scheduling services, ERCOT-imposed administrative fees, any imbalance charges, and ancillary services. The “TDU Surcharges” shall appear as a separate line item on your bill. Exclusive to Small Commercial customers, if you have a demand meter your price will include the demand charges specified in your EFL. The demand charge is a charge based on the rate at which electric energy is delivered to or by a system at a given instant, or averaged over a designated period, during the billing cycle. The demand charge if applicable, equals the amount per kW or kVA, times the kW or kVA recorded at each demand meter during the specified billing period. V247 Power Corporation will also bill you for your base charge (Please refer to your EFL for details), sales taxes, Reimbursement for gross receipts taxes, Public Utility Commission (PUC) Assessment, and any other applicable late fees or non-recurring fees charged by the TDU or V247 Power Corporation.

Inclusive – For Residential Customers only, in accordance to your EFL; the energy charge includes the cost and charges for electricity supply, any electric energy losses, congestion charges, scheduling services, ERCOT-imposed administrative fees, imbalance charges, and any ancillary services. Any non-recurring TDU charges shall appear as a separate line item on your bill as “TDU Surcharges”. V247 Power Corporation will also bill you for your base charge (Please refer to your EFL for details), sales taxes, Reimbursement for gross receipts taxes, Public Utility Commission (PUC) Assessment, and any other applicable late fees or non-recurring fees charged by the TDU or V247 Power Corporation.

Change in Law or Regulation:

In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority including, without limitation, changes in TDU tariffs and ERCOT protocols, including those changes affecting fees, costs, or charges imposed by ERCOT or the PUCT, changes in market rules, changes in load profiles or changes in nodal and zonal definitions and such change results in V247 Power Corporation incurring additional costs and expenses in providing your electricity service under this Contract, such additional costs and expenses will be your responsibility and will be assessed in your monthly bill as a pass-through charge(s).

Dispute or Complaints:

If you have any questions, concerns, or complaints, please contact us by calling, email or writing. In the unlikely event we cannot immediately respond to your question or complaint, 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 bill. If for any reason you are not satisfied with our response, you may contact the PUC.

Mailing Address: Public Utility Commission of Texas PO Box 13326 Austin, Texas 78711-3326

Customer Protection Division: 1.888.782.8477 or 512.936.7120

TTY: 1.800.735.2989

Fax: 512.936.7003

Email: customer@puc.state.tx.us

Website: www.puc.state.tx.us

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 you and V247 Power Corporation and supersedes all prior communications, understandings and agreements relating to the supply of 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 Harris County, Texas. 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 V247 Power Corporation as REP.

Complete Rules for the Public Utility Commission of Texas:

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