RESIDENTIAL AND SMALL COMMERCIAL
TERMS OF SERVICE
Fulcrum Retail Energy LLC d/b/a Amigo Energy
P.O. Box 3607, Houston, Texas 77253-3607
PUCT Certificate No. 10081|www.AmigoEnergy.com
CustomerSupport@AmigoEnergy.com|1. 888.469.2644
Mon - Fri: 8:00am to 7:00pm CST (Residential)
Saturday: 9:00am to 6:00pm CST (Residential)
Mon – Fri: 8:00am to 6:00pm CST (Small Commercial)

1. Key Defined Terms. Advanced Metering Charge: a charge assessed to recover a TDU's charges for Advanced Metering systems, to the extent that they are not recovered in a TDU's standard metering charge. **Agreement:** collectively, the Letter of Authorization (front page) and these Terms of Service (TOS), the Electricity Facts Label (EFL), Your Rights as a Customer (YRAC), and Prepaid Disclosure Statement (PDS) if applicable. **ESI ID:** the electric service identifier(s) set out on the Application for Service and any attached schedules. Each ESI ID is bound by this Agreement**. Base Charge:** A charge assessed during each billing cycle to each ESI ID without regard to the customer's demand or energy consumption. **Contract:** Written agreement between Customer and us disclosing terms of service, rate and charges, expiration date, and product type. **Connection Balance:** For Customers on a prepaid contract, a Current Balance of no greater than $75.00 required to establish or reconnect prepaid service. **Current Balance:** For customers on a prepaid contract, an account balance comprised of credits minus amounts owed. **Customer:** the account holder named on the Application for Service, also referred to as "you" and "your". **Demand Charge:** For non-residential customers (if applicable), a charge billed by the Utility, based on the rate at which electric energy is delivered to or by a system at a given instant during the billing cycle. For Advanced Metering systems, demand is the highest recorded usage of electricity in 15-minute intervals per kWh or as kVA, also known as peak demand. Your TDU or TDSP Pass- Through Charges includes the applicable Demand Charge. **Disconnection Balance:** For Customers on a prepaid contract, an account balance of $10.00 or less whereby we may initiate disconnection of service. **Energy Charge:** a charge per kWh for electricity consumed, which includes the cost of electricity supply (and Utility Pass-Through Charges if specified on your EFL). **ERCOT:** Electricity Reliability Council of Texas. Future Use: our reasonable calculation of your anticipated electricity consumption for the remainder of the Term. **AutoPay:** Amigo Energy's automatic payment system in which customer's payment is automatically withdrawn from an account or charged to a customer's credit card. **JustGreen:** our Green Energy options for electricity ("JustGreen") to offset up to 100% of your energy usage. There is not an additional flat fee if JustGreen is automatically included in your plan. **Amigo Energy**: Fulcrum Retail Energy LLC d/b/a Amigo Energy, also referred to as "we", "our", "us", "your REP", or "your chosen REP". **Minimum Usage Credit/Fee:** a credit or charge assessed each billing cycle based on customer's energy consumption. **Prepaid Disclosure Statement (PDS):** A document associated with a prepay plan that provides the Connection Balance, Disconnection Balance, and other details regarding the plan. **PUCT:** the Public Utility Commission of Texas. **REP:** Retail Electric Provider. **Residential Customer:** Retail customers classified as residential by the applicable utility tariff, unbundled transmission and distribution utility tariff or, in the absence of classification under a residential rate class, those retail customers that are primarily end users consuming electricity at the customer's place of residence for personal, family or household purposes and who are not resellers of electricity, and/or as defined in the PUCT Substantive Rules and/or classified as noncommercial &/or non-demand meter weathered residential service. **Rules:** the PUCT Substantive Rules Applicable to Electric Service Providers and ERCOT protocols. **Sanction Person:** Any person that is (a) the subject or target of Sanction. or (b) located, organized or ordinarily resident in a Sanctioned Territory, or (c) 50 percent or more owned or controlled (as such term is defined by the relevant Sanctions) by one or more person(s) described in paragraph (a) or (b). **Sanction Territory:** At any time, a country or territory which is the subject or target of (a) comprehensive Sanctions. included the so-called Donetsk People's Republic, the so-called Luhansk's People's Republic, Crimea, Cuba, Belarus, Russia, and Venezuela. **Sanctions:** Sanctions means any economic, financial or trade sanctions or restrictions administered or enforced by Canada (including government of any province or territory thereof),the United States (including the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State and the U.S. Department of Commerce), the United Nations Security Council, the European Union and any member state thereof, and the United Kingdom (including His Majesty's Treasury of the United Kingdom). **Small Commercial Customer:** A non-residential customer that has a peak demand of less than 50 kilowatts during any 12-month period, unless the customer's load is part of an aggregation program whose peak demand is in excess of 50 kilowatts during the same 12- month period. **Term:** the initial term of this Agreement, as set out in paragraph 4 of these Terms of Service. **Usage:** your electricity consumption in kWh. **Utility:** your transmission and distribution utility (TDU) or Transmission and Distribution Service Provider (TDSP). **Utility Pass-Through Charges:** all charges for electricity delivery to your ESI ID, excluding Special Services Fees, assessed by your Utility without mark-up by Amigo Energy.

2. Appointment of Agent. You give us the exclusive right to act as agent on your behalf in making all supply and delivery arrangements with your Utility and others in order to provide electricity to your ESI ID(s). You request that we initiate service for each ESI ID or transfer service from your current REP to Amigo Energy, as applicable. You agree, now and throughout the Term, that you: (a) are not, and will not be, bound by an agreement for your ESI ID with a REP other than Amigo Energy; and (b) will not cancel or modify our appointment as your exclusive agent.

3. Enrollment. Your ability to enter this Agreement depends on whether you meet certain requirements: (a) your Utility accepts our request to enroll you in accordance with the Utility's enrollment rules; (b) we can verify your information by recorded phone call (or other means acceptable to us); (c) you are credit worthy; and (d) you are not already enrolled with us (existing customers can only renew their service and/or authorize a new Agreement}. You consent to the recording of phone calls related to this Agreement.

4. Term. The Term of this Agreement begins on the "Start Date" and expires on the "End Date" (if no selection is made, the Term deemed to be the longest of the available options). **Start Date:** the day we begin supplying electricity to your ESI ID under this Agreement. If you are a "move-in" Customer, the Start Date will

be as close as reasonably possible to the move-in date provided by you. If you are a “standard switch” Customer, the Start Date will be within seven business days of your first available switch date. If you are “self-selected switch” Customer, your Start Date will be as close as reasonably possible to the switch date you select. You understand that the Start Date may be delayed (for reasons such as the Agreement being improperly completed, not submitted to Amigo Energy, not implemented by your Utility, etc.), at our discretion. **End Date:** our last day of electricity supply to your ESI ID under this Agreement, plus any time required to obtain a final meter read. A new Term will begin if you enter into a new contract or if this Agreement is renewed.

5. Renewal. Subject to Governing Law (see www.puc.state.tx.us), Three contract expiration notices will be sent to you before the end of your initial contract term. One or more of these notices may contain available renewal offers. The final notice will include the terms and EFL for the default renewal product. An Early Termination Fee (if applicable) applies if more than 14 days remain in the term. You will automatically transition to the Default Renewal Product (see para. 12.1) on a month-to-month basis if you do not renew your agreement, select another Amigo Energy product, or switch to another REP by the contract expiration date.

6. JustGreen. For JustGreen, we will purchase renewable energy certificates or attributes (a) up to 100% of our energy usage for residential customers, or (b) 20% per unit (up to five units) for non-residential customers. If JustGreen is an option on your plan, then you may (a) request to discontinue the use of JustGreen for residential customers, or (b) change the number of units purchased for non-residential customers, at any time so long as you are not in breach of this Agreement. If the commodity plan automatically includes JustGreen, then there is not a separate flat fee each month, and JustGreen cannot be discontinued without switching plans. JustGreen may be suspended or discontinued by us at any time, in which case you would then stop paying for it, but the rest of this Agreement will remain in effect.

7. Charges under this Agreement. We will supply you with electricity and JustGreen, as applicable. You agree to pay the following: (a) the Energy Charge multiplied by your usage; (b) the JustGreen Charge; either included in the plan or as an additional flat monthly fee, if applicable (c) Utility Pass-Through Charges (unless included in your Energy Charge); (d) the Base Charge and/or Minimum Usage Credit/Fee per ESI ID, if applicable; (e) an Advanced Metering Charge, if applicable; (f) any Special Service Fees (g) any charges approved by regulatory authorities that are eligible (h) Taxes. Charges and fees are as specified on your EFL or otherwise in this Agreement.

8. Special Service Fees. Any additional non-recurring charges or fees that we are required to pay by your Utility, including, but not limited to, disconnection and reconnection fees, metering and installation charges, and move-in or switching fees. Special Service Fees also include any non-recurring charges or fees identified in this Agreement including, but not limited to, late payment penalties, charges for disconnection and reconnection and insufficient funds charges. We will charge: a) a Disconnection Notice fee (DNP Notice Fee) as set forth on your EFL for each instance in which we send a letter notifying you of possible disconnection for non-payment; b) a $25 Disconnection Fee (DNP Fee) if your service is disconnected; c) a Late Payment Penalty equal to 5% of your late bill’s past due amount if you are late making a payment; and d) a $25 Insufficient Funds Charge (NSF Charge) for returned payments. Additional product-specific fees and charges will be disclosed to you on the EFL provided for the product you select.

9. Taxes. You will pay lawful taxes and surcharges that may apply to the charges. This may include, but is not limited to, gross receipts surcharges imposed on us by the State of Texas and/or local municipalities and the PUCT assessment fee that we pass through to you. If you are tax exempt, you must provide Amigo Energy with your tax exemption certificate.

10. Credit Requirements. We may require you to demonstrate and maintain satisfactory credit as a condition of providing service under this Agreement, and you authorize us to access and use information about you to review your credit history. You will be deemed to have satisfactory credit if you (i) are 65 years of age or older and are not currently delinquent in payment of any electric service account; or (ii) provide a certification letter developed by the Texas Council on Family Violence evidencing that you are determined to be a victim of family violence.

11. Deposits. If you are unable to meet the Credit Requirements, we may require a deposit prior to implementing this Agreement. We may also require a deposit from you during the Term if during the previous 12 months of service under this Agreement you (a) were late in paying a bill more than once; or (b) had your service disconnected for nonpayment. We may require you to pay an additional deposit if within the previous 12 months (i) your average bills are at least twice the amount of the original estimated annual billing; and (ii) a disconnection notice has been issued to you. The total of all deposits will not exceed the greater of (A) the sum of the next two months estimated billings; or (B) 1/5th of estimated annual billings. Estimated annual billings may be based on an estimate of average usage for your customer class. A deposit is not required if the customer or applicant is a governmental entity. After 12 months of service, you may request that the deposit amount be recalculated based on your actual usage. You must pay any deposit requested within 10 days of our request, which may be combined with a disconnection notice. We will refund your deposit by a bill credit when you have (a) paid bills for service for 12 consecutive months with no late payments for residential customers, (b) paid bills for service for 24 consecutive months with no late payments for non-residential customers, or (c) close your Amigo Energy account. You will receive interest on any deposit held longer than 30 days at the annual PUCT rate. Upon request, payment of accrued interest will be made to you once a year. If you qualify for low-income status as defined by the state, you may pay any deposit that exceeds $50 in two equal installments. For Customers on a prepaid contract, we will not require a security deposit. Acceptance of prepayment amounts is solely for your convenience and will not be considered a deposit. We will not pay interest on any Current Balance.

12. Type of Products. We provide electricity under two different product types: fixed rate and variable price. Your EFL specifies the product type and the term that applies to your contract. Please note that only those parts of this paragraph 12 that describe your specific product type will apply to your contract.

12.1 Fixed Rate Products. Fixed Rate Products have a

contract term of at least three months, including non-residential customers, provided that your peak demand does not exceed fifty (50) kW during the term of this Agreement, the price of a fixed rate product (including all recurring charges and ancillary service charges) may only change during a contract term to reflect actual changes in TDSP charges, changes to the ERCOT or Texas Regional Entity, Inc. 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 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. The price may not vary from the disclosed amount to reflect changes in ancillary service charges without approval from the PUCT.

12.2 Variable Price Products. The price of a variable product can change, without notice to you, after your first billing cycle at the sole discretion of Amigo Energy. Variable price products have a contract term of thirty-one (31) days or less and a price that varies according to the method disclosed on your EFL.

12.3 Default Rate Product. If you are on a fixed-rate or term product, you may be transitioned to our Default Rate Product at the end of your term if you do not respond to our Contract Expiration Notice. The Energy Charge for the Default Rate Product will vary from month to month as determined by Amigo Energy and can be canceled without Exit Fees. Unless otherwise noted in the Contract Expiration Notice, these Terms of Service will apply to the Default Rate Product with the exception of paragraphs 3, 5, and 15. Your level of JustGreen participation will remain at your initial level selected at enrollment unless canceled.

13. Billing, Payment. Unless you are a Customer on a prepaid contract, we will bill you monthly unless the TDU/TDSP provides service for less than one month, within thirty (30) days of when the TDU/TDSP provides us with your ESI ID usage information (which may include), unless validation of the data is required resulting in a delay. If your Utility does not furnish us with the necessary billing information, we may bill you based on estimates and any difference between your estimated bill amount and the actual amount will be reconciled upon Amigo Energy receiving the actual consumption amount from your Utility. If you agree to pay us by credit card or bank debit, your authorized signature on the Application of Service will be your authorized signature for such transactions and we will debit the full amount of each monthly bill, including late payment charges and Exit Fees from your credit card or bank account. If you fail to pay us as a result of insufficient funds on your credit card or in your bank account, you will be charged the greater of (i) $25; or (ii) the amount we are charged by our bank for such failure. If you fail to pay any amount due under this Agreement, you will be responsible for all reasonable fees and expenses (including attorney's fees) incurred by us in collecting the amount due and we may notify credit agencies of any failure to pay.

Note – Amigo Energy reserves the right to refuse credit card and/ or debit card or bank account payment methods if there are two or more returned, canceled, and/or reversed payments by your financial institution(s) in a rolling 12-month period. If two or more instances have occurred within the past 12 months, cash, cashier's check or money order are required. If you are a Customer on a prepaid contract, instead of receiving a monthly bill, we (or an authorized payment center) will provide you a purchase receipt or confirmation number that will show you the amount of money added to your account by email or SMS text message. Confirmation of your payment will be made through an Account Update. We may bill you for previous under billed amounts due to billing errors or omissions where (a) the under billing is a result of meter error or meter tampering by you; or (b) we bill you within 180 days from the date of issuance of the bill in which the under billing occurred. Unless the under billing is a result of theft of service, you may qualify for a deferred payment plan of the under billed amount (contact us for further details). Interest will not be charged on any under billed amounts unless the under billed amounts are attributable to theft of service, in which case interest shall be compounded monthly at the annual rate set by the PUCT. Such interest will accrue from the date that you are found to have first tampered with the meter. We will credit your account as you make payments and reduce the balance as charges are incurred. On occasion, we may credit your account at our sole discretion, which will reduce your monthly bill or charges as a result of the balancing adjustment, but we will not debit your account for balancing adjustments.

14. Ending this Agreement Early, Breach. If this Agreement ends early, for any reason, you must still pay all amounts charged to you up to the early end date.

14.1 Your Right to Cancel. If you are switching to Amigo Energy from another REP, you may rescind this Agreement without penalty at any time before midnight of the third federal business day after receiving this Agreement. You may cancel by phone by calling at (888) 469-2644. or by completing and delivering to us the Notice of Cancellation. You may also end this Agreement without having to pay the Exit Fee if (a) you move and provide supporting documentation of your move; or (b) you receive a notice from Amigo Energy of a material change in the context of this Agreement and you notify Amigo Energy of your request for cancellation within 14 days of the date the notice is sent to you.

14.2 Our Right to Cancel. We can end this Agreement, at no cost to us, if: (i) required/allowed by law; (ii) the Utility is unable to service your ESI ID or electricity has not flowed in a reasonable time frame; (iii) a legislative or regulatory change materially alters our ability to profitably perform this Agreement; (iv) you move; (v) you commit a 'Breach" (vi) Amigo Energy receives notice or information evidencing that your load profile classification does not qualify for residential service. (vii) you are or become a Sanctioned Person; or (viii) performance under this Agreement would result in a violation of Sanctions by any person, including Amigo Energy. Except with respect to clause (viii), which will result in immediate termination, you will be given 14 calendar days prior notice if we end the Agreement. You will be in Breach if you (a) violate a term of this Agreement or your Utility's rules; or (b) switch to another REP during the Term. By enrolling with Amigo Energy, you are affirming to us that you provided your correct and complete name, address and contact information and you do not have any outstanding balance with us or our affiliated providers. If there is any evidence that any of these statements are or is found to be untrue or you otherwise provide fraudulent or misrepresented information, we may terminate this Agreement and your service. , If you owe us an outstanding balance, we may transfer the outstanding balance to your current account

15. Exit Fee. If you end this Agreement for reasons other than those specified in paragraph 14.1 (Your Right to Cancel) herein, then, unless you are on a variable price or other month-to-month

product, you may be charged an Exit Fee as set forth in your EFL. You agree that these Exit Fees are genuine pre-estimates of the damages Amigo Energy would suffer and not a penalty or other type of charge. You will remain responsible for all other amounts due, including Utility disconnection and reconnection fees.

16. Disconnection of Utility Service for Non-Prepaid Customers (Prepaid Customers Refer to Paragraph 36). If you fail to pay all amounts when due, excluding any charges that are not for electric service, we may order disconnection of service in accordance with Governing Law. You will be given 10 calendar days (21 days for Critical and Chronic Care) prior notice. We may re-enroll you upon payment of outstanding amounts owed to us. In addition to any charges or fees assessed by your Utility, we will assess a $25 DNP fee if your service is disconnected. If payments for past due amounts are paid via ACH draft or Check, we will process reconnection upon verification of funds. We reserve the right to proceed with disconnection of services for failure to satisfy your past due/disconnect amounts. Disconnection of service does not waive your responsibility to pay any outstanding account balance or Exit Fees.

17. Disconnect Without Notice. The TDU/TDSP may disconnect your services without prior notification if a life threatening or dangerous condition exists or where there is evidence of meter tampering, where unauthorized service reconnection exists after disconnect or where there is evidence of theft of service.

18. Level Payment Plan. You may be eligible for our level payment plan based on a 12 month period if your Amigo Energy account is not delinquent. Delinquent customers should contact Amigo Energy to determine if they qualify for the level payment plan. Under this plan you will receive an estimated bill that is the same amount each month during the period (subject to periodic adjustments). At the end of each period, we will reconcile the amount you have paid against the amount you would have paid based on actual usage and, if you remain on the plan, the difference will be divided by 12 and the resulting amount will be added to (or subtracted from) each bill in the next 12 month period. If you do not remain on the plan, the entire difference will be added to (or subtracted from) your next bill. We may require a deposit to participate in the plan. Level billing does not affect your obligation to pay for all actual usage and other associated charges, taxes, and fees. Low Income customers as defined by the state are eligible for level payment plans.

19. Customer Information, Credit Review. You authorize us to request, access, use, hold, transfer and update personal information about you (including contact, billing, credit history, and consumption information) and to obtain it from and provide it to your Utility, our affiliates, business partners and service providers that maybe in Canada or the USA, and to communicate with you about other products and services offered by us and our affiliates. We will disclose any of your information where required by law, or in any communication or submission to a government authority respect to Sanctions. You also authorize us to provide information about you, including contact information, to our creditors, suppliers, affiliates, business partners and service providers for various purposes, including, but not limited to, customer service related to existing accounts. These purposes do not include marketing services. Contact a Customer Service Representative for written information on our policies and practices regarding use of your personal information.

20. Limitation of Liability. Our liability under this Agreement is limited to direct actual damages. We are not liable for incidental, consequential, punitive, or indirect damages, lost profits, or lost business or for any act or omission of your Utility.

20.1 Dispute Procedures. "Any communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the attention of the "Legal Department" at Fulcrum Retail Energy LLC d/b/a Amigo Energy [P.O. Box 3607, Houston, Texas 77253-3607]. Any dispute with respect to a bill is deemed to be waived unless Amigo Energy is notified in writing within sixty (60) days of the bill date."

20.2 Customer Warranties. Customer warrants and represents that: (i) 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; (ii) any and all of the data given, and representations made, concerning electric service to its ESI IDs are true and correct to the best of Customer's knowledge; and (iii) Customer shall consume and not resell any power purchased hereunder with the exception of power consumed by Customer's tenants or lessees.

20.3 WARRANTY. CUSTOMER ACKNOWLEDGES AND AGREES THAT AMIGO ENERGY DOES NOT PRODUCE, TRANSMIT OR DISTRIBUTE POWER AND, AS A RESULT, AMIGO ENERGY CANNOT WARRANT, AND DOES NOT WARRANT IN ANY MANNER, THE ELECTRICITY PROVIDED. NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, SHALL APPLY TO AMIGO ENERGY'S PERFORMANCE OF ITS OBLIGATIONS IN THIS AGREEMENT AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND CUSTOMER HEREBY WAIVES ALL SUCH WARRANTIES. AMIGO ENERGY MAKES NO REPRESENTATION AS TO THE SUFFICIENCY, QUALITY OR CONTINUATION OF THE SERVICES PROVIDED HEREIN.

21. Dispute or Complaints. <u>Binding Arbitration.</u> If you have any concerns or comments related to this Agreement, you may contact us using the contact information provided above. You agree to promptly notify us of any disputed charge on your bill. You must pay the undisputed portion of your bill while a billing dispute is being resolved. We may request that you set out your billing dispute in writing. We request that you give us the opportunity to resolve any issue. If we are unable to resolve the issue, you have the ability to present an informal complaint to the Public Utility Commission of Texas. If you have an unresolved dispute or claim between you and us, including our subsidiaries, affiliates, and/or any of their respective members, officers, directors, and employees, you agree that you have the choice of bringing your claim individually to small claims court or to pursue binding arbitration. You waive any right to bring or to participate in a class action against us. If you choose arbitration, any dispute will be handled under this agreement under the Federal Arbitration Act. Any such arbitration will be administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to its rules, including, without limitation, the AAA's Consumer-Arbitration Rules, available at https://www.adr.org/consumer. The arbitrator will apply and be bound by this Agreement, apply applicable laws and the facts, and issue a reasoned award, if appropriate. Please refer to

“Your Rights as a Customer” for more information.

22. Bill Payment or Other Assistance. You may contact us if you anticipate having trouble paying a bill. You may be eligible for payment assistance such as a Payment Arrangement or a Deferred Payment Plan. A Payment Arrangement allows you to pay your bill after the due date, but before the next bill is due. A Deferred Payment Plan is an agreement between the REP and a customer that allows a customer to pay an outstanding balance in installments that extend beyond the due date of the current bill. For Customers on a prepaid contract, please see separate provisions for Deferred Payment Plans in paragraph 36. We have additionally partnered with local agencies to distribute funds donated by our other customers, to help those in need. Bill payment assistance may also be available by dialing 211, or www.211.org. This service is an excellent resource of information about local assistance available and services. Please contact a customer service representative for additional information regarding any of the aforementioned programs.

23. Critical Care Designation. If an interruption or suspension of electric service will create a dangerous or life-threatening condition for you, you may qualify for designation as a Critical Care Residential Customer – A residential customer who has a person permanently residing in his or her home who has been diagnosed by a physician as being dependent upon an electric powered medical device to sustain life. The designation or re-designation is effective for two years under this section. A Critical Care Residential Customer designation does not relieve a customer of the obligation to pay Amigo Energy for services provided, and a customer's service may be disconnected pursuant PUC Rules. Prepaid service is not available to critical care or chronic condition residential customers. If you are on a prepay product and later become eligible for Critical Care we will work with you to transition to a postpay product.

24. Amendment, Assignment. We may amend this Agreement by sending you written notice. Unless required by Governing Law, you will have 30 days to reject the amendment, in writing. If the amendment is a material change in the Agreement, we will provide you with at least 14 calendar days advance written notice and the change will become effective on the date stated in the notice unless you terminate this Agreement within 14 days of the date the notice is sent to you. We may assign any part of our interest in the Agreement, including to another energy services company, without your consent. You cannot assign your rights or obligations without our consent.

25. No Discrimination. We will not discriminate, deny service, or require a prepayment or deposit for service based on your race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status location in an economically distressed geographic area, or qualification for low income or energy efficiency services. We will not use a credit score, credit history, or utility payment data as the basis for determining the price for electric service for a product with a contract term of 12 months or less.

26. Inability to Perform. You accept that certain events beyond our control, including “force majeure” events declared by our direct or indirect suppliers, may affect our ability to supply electricity or JustGreen at your Energy Charge or JustGreen Charge. If this happens, we may, without liability: (a) temporarily supply them to you at the market price available to us; or (b) suspend this Agreement until as soon as we are reasonably able to resume performance. This Agreement will otherwise remain in full effect.

27. Notice. If we are required to give you written notice, we will send it to your billing address or e-mail address and for PrePay, your e-mail or via SMS text. When providing us with written notice, you must send it to our address on the Customer Agreement. You will be required to give proof of delivery. If a change in Governing Law necessitates that we provide a group of our customers with a general notice, we reserve the discretion to do so by posting it on our website at wwwamigoenergy.com (you agree to visit it periodically to stay informed). Amigo Energy is not responsible if you do not receive Notice due to incorrect or outdated information provided at time of enrollment or failure to update. For Prepaid, Customer consents to receive SMS text messages from Just Energy, its afiliates, and/or business partners regarding information about customer's account, new products, specials, promotions, and/or demand response events. Standard message and data rates will apply to SMS messages. Customers may opt-out of text messaging anytime by texting “STOP” to [AE TEXT SHORT CODE].

28. Governing Law. The laws of the State of Texas govern this Agreement.

29. Miscellaneous. This Agreement is the entire contract between you and us. It can only be amended if agreed to by our head office in a written notice to, or recorded telephone call with you. If a part of this Agreement is deemed unenforceable, for any reason, we can make the minimal changes for it to be legal and enforceable. No delay by us to exercise our rights under this Agreement will constitute a waiver of such rights. No waiver of a Breach by you shall be interpreted as a waiver of any other Breach. This Agreement ensures to the benefit of and binds the parties and their respective successors and assigns. We will maintain an updated “Your Rights as a Customer” on our website and you agree to review it annually.

30. Emergency. In an emergency, call your Utility or appropriate emergency personnel.

31. Account Update. We will communicate with you through an Account Update process. At the time of your enrollment with us, you must select the method we provide your Account Update to you, either my email or SMS text message. The Account Update contains account information which may include: your Current Balance, recent electricity payments, the most recent available energy consumption information as provided by the TDU/TDSP (which may contain delayed information), updated electricity price, estimated time and/or days of electricity service remaining, confirmation of prepaid credit purchases, and/or other notices. We have no obligation to resend Account Updates to you, even if the message could not be delivered for any reason. You are solely responsible for contacting Customer Service to provide us with updated and correct contact information if: (1) the information for your chosen method of Account Updates contact has changed; (2) your chosen method of Account Updates is not functioning properly; (3) your chosen method of Account Updates is

invalid; (4) at any time after you have begun receiving prepaid electricity service from us, 48 hours pass in which you do not receive an Account Update; (5) or you have not received an Account Update from us within 24 hours of any payment to your account. We may assess an Account Update Fee (up to $2.50) to you if you request an update through our Customer Service Department.

32. Commercial Customer Protections Waiver. If you are a non-residential customer whose annual peak demand is equal to or exceeds 50 kW or 50 kVa during any 12-month period or a non-residential customer whose load is part of an aggregation in excess of 50 kilowatts during the same 12-month period, to the extent allowed by law, you acknowledge and agree that the customer protection rights prescribed in your contract and PUC Substantive Rules §25.471, et seq. do not apply. You may review the applicable rules at https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/ Electric.aspx.

33. Cancellation Fee Reimbursement. If applicable and as disclosed during your residential customer enrollment, we will reimburse up to $150 of your cancellation fee that your previous electric provider charges you. Once approved, the reimbursement will be applied to your electricity account with Just Energy. Please note that if you switch away from Just Energy within 12 months of the Start Date of your Agreement, the cancellation fee must be repaid to Just Energy, and will be included on your final bill. Please send a copy of the previous electric provider's bill in one of the following ways:
Fax – 888.548.7690.
Email – [customersupport@justenergy.com]
Mail – C/O Cancellation Fee Reimbursement Program, 5251 Westheimer Road, Suite 1000, Houston, TX 77056

Paragraphs 34-38 apply only to Customers on prepaid contract:

34. Summary of Usage and Payment (SUP). You can request a SUP (summary of electric charges), which will be provided to you via email or through the US Postal Service (USPS). We can charge you up to $2.95 SUP Fee for each SUP requested via USPS.

35. Account Balance Refund Policy. Any account balance you maintain will not be refunded while you are a customer of Amigo Energy. Should you terminate electricity service with us (either by moving out or switching your service to another REP), or if we terminate electricity service with you, you are entitled to a refund of your outstanding Current Balance, minus any deficit balance accrued, any amounts owed under a Deferred Payment Plan (DPP) and/or fees assessed until the date your electricity service with Amigo Energy ends. Amigo Energy refers to this amount as the "Closeout Balance (COB)". If you are moving to a new location, you are responsible for contacting Customer Service and requesting that we close out your account, including recording the COB at the time your service officially ends. If you are switching to another REP, your COB will be determined by us on the last day of your service with Amigo Energy. If your COB is equal to or greater than $5.00, we will refund any unexpected funds to you within ten (10) days of receipt of your final meter reading. If your COB is less than $5.00, you must contact us to request a refund , If you fail to request a refund, Just Energy will report your COB to the state of Texas as unclaimed property. Your service with us, you agree to allow Amigo Energy to donate this amount to an energy assistance agency. Any unexpected funds donated by an agency assistance agency will be refunded to that agency as per the timeline specified above.

36. Warning Message Prior to Disconnection. We will send a warning message to you via an Account Update 1-7 days before your Current Balance is estimated to fall below the Disconnection Balance as shown on your Prepaid Disclosure Statement. If you continue to receive electricity, for any reason, when your Current Balance is equal to or less than $0.00, your account will accumulate a deficit balance.

37. Disconnection of Service for Prepaid Customers. You must prepay for electricity consumption and maintain a positive Current Balance on your account except as otherwise authorized in this Agreement. We may contact the TDU/TDSP to interrupt your electricity service if your Current Balance falls below the Disconnection Balance as shown on your PDS. Your deficit balance, if any, must be paid in full as well as an amount sufficient to satisfy the Connection Balance before we can initiate reconnection of service. Reconnection may result in re-enrollment. Upon reconnection your Current Balance may be subject to any charges or fees assessed by your Utility. It is our recommendation that you have a Current Balance of at least $20.00 in your account each day to avoid disconnection.

38. Deferred Payment Plan (DPP) Provisions for Prepaid Customers. A DPP is an agreement between Just Energy and a Customer that allows a Customer to pay an outstanding balance in installments over an extended period. If at any time your account has a deficit balance of $50.00 or more, you may be eligible for a DPP, or if your Current Balance has been exhausted due to an extreme weather emergency, under billing, or disaster declaration you are eligible to enroll in DPP. To determine eligibility, you must contact our Customer Service department and request enrollment in a DPP. Just Energy may transfer up to 50% of all your future payments to your DPP balance until it is fully paid. As a condition of accepting the DPP, you may be asked if we may place your account on a switch hold until you satisfy the terms of the DPP. A switch hold means that you will not be able to buy electricity from other companies while the switch hold is in place. If you fail to adhere to the terms in your DPP, your entire outstanding DPP balance will become immediately due and included in your Current Balance. If this causes your Current Balance to fall below the Disconnection Balance, Just Energy may request that your utility interrupt your service after one day's notice of disconnection. Please contact Just Energy for details.
38.1 Bill Payment Assistance: If you qualify for low-income status or low-income assistance, have received energy assistance in the past, or you think you will be in need of energy assistance in the future, you should contact the billing assistance program to confirm that you can qualify for energy assistance if you need it.

Fulcrum Retail Energy LLC d/b/a Amigo Energy, REP Certificate No. 10081

24 HOUR SERVICE OUTAGE REPORTING AND LOAD SHED

Please use these numbers for reporting outages or other emergencies.

TXU/ONCOR ENERGY:	888.313.4747
CENTERPOINT ENERGY:	800.332.7143
Within Houston:	713.207.2222
LUBBOCK POWER & LIGHT:	806.775.2509
AEP (WTU AND CP&L):	866.223.8508
TEXAS NEW MEXICO POWER:	888.866.7456

https://www.amigoenergy.com/TexasOutageLoadShed

CONTACT INFORMATION FOR AMIGO ENERGY ("Your REP" or "We")

INTERNET ADDRESS:	amigoenergy.com
E-MAIL ADDRESS:	CustomerSupport@amigoenergy.com
MAILING ADDRESS:	P.O. Box 3607, Houston,Texas 77253-3607
TELEPHONE NUMBER:	888.469.2644
FAX NUMBER:	888.548.7690
OFFICE HOURS:	
RESIDENTIAL:	Monday - Friday: 8:00 am to 7:00 pm CST Saturday: 9:00 am to 6:00 pm CST
COMMERCIAL:	Monday - Friday: 8:00 am to 6:00 pm CST

Your Rights as a Customer

PLEASE READ: THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AS A CUSTOMER

This document summarizes Your Rights as a Customer and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUCT). You may view the PUCT's complete set of electric rules at http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx.

1. Cancelling 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 ask the REP to provide you with a copy of your authorization and verification. The REP must submit this to you within 5 business days of your request. You may also file a complaint with the PUCT. Upon receipt of a complaint filed with the PUCT, the REP must take all actions within its control to facilitate your prompt return to your original REP and cease any collections activities related to the switch until the complaint has been resolved by the PUCT. If the PUCT determines your electric service was switched without authorization, the REP must cancel all unpaid charges. The REP must pay all charges associated with returning you to your original REP within 5 business days of your request, and refund to you any amount paid in excess of the charges that would have been imposed by your original REP within 30 days of your request.

Cancellation of Service: You may cancel your agreement with your chosen REP without any penalty or fee if:

- ☐ You request cancellation within 3 federal business days after you have signed the Application for Service and received your Terms of Service;
- ☐ You move to another premise and no longer have responsibility for electric service at the premise where service was being provided;
- ☐ Market conditions change and the agreement allows your REP to terminate the agreement without penalty in response to such changes; or
- ☐ You receive a notice from your REP of a material change in the context of this Agreement and you notify your REP of your request for cancellation within 14 days of the date the notice is sent to you. Notice will not be issued for material changes that benefit you or changes that are mandated by a regulatory agency.

If you request cancellation for a reason other than those listed above, exit fees will apply. To cancel your service during the cancellation period, please use the notice of cancellation form or call your chosen REP's phone number above. For details on cancellation after the cancellation window has ended and on exit fees, please call your REP's phone number above.

2. Billing

Unauthorized Charges or "Cramming": Before new charges appear on your bill, your REP must inform you of the product or service, all associated charges, and how these charges will be billed and obtain your consent to purchase the product or service. If you believe your bill includes unauthorized charges, you may contact your REP to dispute the charges and file a complaint with the PUCT. Your REP will not terminate your service or file an unfavorable credit report against you for nonpayment of disputed charges, unless the dispute is resolved against you. If the charges are 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 business days. If charges are not refunded or credited within three billing cycles, interest shall be paid to you on the amount of any unauthorized charge until it is refunded or credited, calculated at an annual rate established by the PUCT. You may request all billing records under your REP's control related to any unauthorized charge within 15 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.

Payment Arrangement/Plan: If you cannot pay your bill, please call your REP immediately. Your REP will inform you of available resources to help those in need. A REP must offer level payment plans to customers who are not currently delinquent in payment.

Your REP may offer you a Payment Arrangement that allows you to pay your bill after your due date, but before your next bill is due. Additionally, your REP may offer you a Deferred Payment Plan, which allows you to pay an outstanding bill in installments that extend beyond the due date of your next bill. Deferred Payment Plans must be offered (unless the customer previously defaulted or is already on a Deferred or Level Payment Plan) during summer months (July – September) and winter months (January – February) or during extreme weather emergencies to the following residential customers: (a) Critical Care/Chronic Condition (b) those expressing an inability to pay as long as they have not been disconnected in the last 12 months, submitted more than 2 insufficient payments during the last 12 months or received service for less than 3 months and lack of sufficient credit/payment history (c) whose bill includes charges from previous under-billings. Your REP may require an initial payment of no more than 50% of the amount past due with the rest payable in equal installments over at least five billing cycles, unless you agree to fewer installments. A Deferred Payment Plan may include a 5% charge for late payment. If you do not fulfill the terms of the Payment Arrangement or Deferred Payment Plan, your REP may disconnect your service for nonpayment. For details on payment plans, please see your Terms of Service or contact your REP. Your Rep has partnered with local agencies to distribute funds donated by our other customers, to help those in need. Bill payment assistance may also be available by dialing 211, or by visiting www.211.org. This service is an excellent resource of information about local assistance available and services.

Special Services: 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 special services that may be available to you.

Critical Care Residential Customer or Chronic Condition Residential Customer: You have the right to apply for Critical Care Residential Customer or Chronic Condition Residential Customer designation. Upon your request, your REP will provide you with the Application for Chronic Condition or Critical Care Residential Customer Status form. Your local TDU/TDSP will review your application and determine eligibility. Your local TDU/TDSP shall mail a renewal notice before the expiration of your designation. A Critical Care Residential Customer or Chronic Condition Residential Customer designation pursuant to this section does not relieve a customer of the obligation to pay the REP for services provided.

A Critical Care Residential Customer is a residential customer who has a person permanently residing in his or her home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life. A Chronic Condition Residential Customer is a residential customer who has a person permanently residing in his or her 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 the impairment of a major life function through a significant deterioration or exacerbation of the person's medical condition.

Financial and Energy Assistance and Discounts: Your REP must offer bill payment assistance to customers who express an inability to pay or need assistance with bill payment. 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 150% of the federal poverty guidelines may qualify for energy assistance from the Texas Department of Housing and Community Affairs (TDHCA).

Meter Testing: You have the right to request a meter test once every four years at no cost. Your REP can submit your request to your utility electronically. If you ask to have your meter tested more than once every four years, and the meter is determined to be functioning properly, then you may be charged a fee for the additional test(s) at the rate approved for your utility. Your utility will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter. You have the right to be instructed on how to read your meter.

3. Service, Disconnection and Restoration

Disconnection of Service: If your payment for electric service is not received by the due date on your bill, your REP will mail you a separate disconnection notice. The disconnection notice will explain that your service may be disconnected. The disconnection date will be no less than 10 (21 days for critical and chronic care) days from the date the notice is issued and may not fall on a holiday or weekend. If, prior to the disconnection date, payment is received or satisfactory payment arrangements are made, your REP will continue to serve you under the terms and conditions of service in effect prior to issuance of the disconnection notice. Your REP cannot disconnect your service for any of the following reasons:

1. Failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household;
2. Failure to pay any charge unrelated to electric service;
3. Failure to pay a different type or class of electric service not included on the account's bill when service was initiated;
4. Failure to pay underbilled charges that occurred more than six months in the past (except where related to theft of service);
5. Failure to pay disputed charges until your REP or the PUCT determines accuracy of the charges and you have been notified of this determination;
6. Failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event your utility is unable to read the meter due to circumstances beyond its control; or
7. Failure to pay during an extreme weather emergency, during which deferred payment plans will be made available.

Amigo Energy may not disconnect your service if it receives notification by the disconnection date that an energy assistance provider will make sufficient payment on your account.

Availability of Provider of Last Resort: If your electric service is terminated, you may obtain services from another REP or the Provider of Last Resort (POLR). The POLR offers a standard retail service package. Information about the POLR and other REPs can be obtained by calling 1.866.PWR.4.TEX or by visiting www.powertochoose.com.

Disconnection of Service: The PUCT has provided that under certain dangerous circumstances (such as unsafe electric line situations) any REP, including the POLR, may authorize your utility to disconnect your electric service without prior notice to you. Additionally, your REP may seek to have your electric service disconnected for any of the reasons listed below:

- Failure to pay a bill for electric service owed to your REP or to make a deferred payment arrangement by the disconnection date set out in the disconnection notice;
- Failure to comply with the terms of a deferred payment agreement made with your REP or the POLR;
- 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 your REP or the POLR; or
- Failure of the guarantor to pay the amount guaranteed when your REP or the POLR has a written agreement, signed by the guarantor, which allows for the disconnection of the guarantor's service.

Prior to disconnecting your service, your REP or the POLR must provide you a disconnection notice. This notice must be mailed to you separately no earlier than the first day after the date your bill is due. The disconnection date must be no earlier than 10 days from the date the notice is issued and may not fall on a holiday or weekend or the day preceding unless personnel are available to take payments and service can be reconnected. Your REP or the POLR may not seek to have your electric service disconnected by your utility for any of the reasons listed under the Disconnection of Service portion of this document. Additionally, your REP or the POLR may not disconnect your electric service:

- For non-payment during an extreme weather emergency and must offer you a deferred payment plan for bills due during the emergency; or
- For non-payment if you inform your REP or the POLR, prior to the disconnection date stated on the notice, that a permanent resident on the premises has a critical or chronic need for electric service. However, to obtain this exemption, you must enter into a deferred payment plan with your REP or the POLR and have the ill-person's attending physician contact your REP or the POLR and submit a written statement attesting to the necessity of electric service to support life or prevent a significant deterioration of condition. This exemption from disconnection due to critical care shall be in effect for 63 days and may be applied for again after the 63 days has expired and the deferred payment plan has been fulfilled.

Restoration of Service: If your service has been disconnected for non-payment, your REP will, upon satisfactory correction of the reasons for the disconnection, notify your utility to reconnect your service. Your REP will continue to serve you under the terms and conditions 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 or the POLR that disconnected it that you have corrected and satisfactorily resolved the dangerous situation.

4. Disputes

Complaint Resolution: Please contact your REP if you have specific comments, questions or complaints. You may submit a complaint in person, by letter, facsimile, e-mail or telephone to your REP. Upon receipt of a complaint, your REP is required to investigate and notify you of the results within 21 days. If you are dissatisfied with the results of our investigation, you may request a supervisory review. 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 PUCT at: P.O. Box 13326, Austin, Texas, 78711-3326; telephone 512.936.7120 or in Texas (toll-free) 888.782.8477; fax 512.936.7003; e-mail customer@puc.state.tx.us; website address www.puc.state.tx.us; TTY 512.936.7136; Relay Texas (toll-free) 800.735.2989 or with the Office of the Attorney General, Consumer Protection Division. For a complaint involving a disputed bill, your REP may not initiate collection or termination activities or report the delinquency to a credit reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, your REP may send a termination notice for non-payment of any undisputed portion of the bill.

5. Other Protections

Do Not Call List: The PUCT will maintain a "Do Not Call List" of customers who do not want to receive telemarketing calls for electric service. Customers may sign up for the list for a nominal fee. Please contact the PUCT to be placed on the Do Not Call List. Call toll-free 1-888-309-0600, visit www.texasnocall.com, or mail your request to Texas No Call, 100 Summer Street Suite 800, Boston, MA 02110. You may contact your REP for further details.

Language Availability: You may request to receive information from your REP in Spanish or English. Your REP does not market in any other language. This includes the Application for Service and Terms of Service, Your Rights as a Customer, the Electricity Facts Label, bills and bill notices, termination and disconnection notices, information on new electric services, discount programs, promotions, and access to customer assistance.

Privacy Rights: REPs are prohibited from disclosing or selling confidential customer information, including your: name; address; account number and ESI ID(s); type or classification of service; historical electricity usage; expected patterns of use; current charges or billing records; and the types of facilities used in providing your service; and the individual terms, conditions and price of your agreement. This prohibition does not apply to the release of your information under certain circumstances as required by law, including release of your information to the PUCT, any agent of your REP, credit reporting agencies, law enforcement agencies or your utility. Your information will be shared with other REPs or aggregators only with your consent.