

TERMS OF SERVICE

This document ("Agreement") sets out the Terms of Service for the purchase of electricity between Fulcrum Retail Energy LLC d/b/a Amigo Energy ("Amigo Energy", "we" and "us") and you, the customer ("you", "your" and "Customer"). Customer and Amigo Energy may be referred to individually as a "Party" or collectively as "Parties" herein. Your electricity requirements at the service location or ESI ID designated by you on your Enrollment or Renewal Form will be served under this Agreement. This Agreement shall not be applicable to Customers who have a time of use meter.

Amigo Energy is your Retail Electric Provider ("REP"). Amigo Energy sets the charges you pay for retail electric service. The electricity that Amigo Energy sells to you must be transported to your service location over transmission and distribution systems which will continue to be regulated by the Public Utility Commission of Texas ("PUCT") and owned by a Transmission and Distribution Service Provider ("TDSP"). The PUCT reviews and approves the rates that the TDSP can charge to transport and distribute electricity to your service location. These charges are passed on by Amigo Energy to you, the Customer, along with certain charges and fees assessed by the Electric Reliability Council of Texas ("ERCOT").

Types of Products

We provide electricity under three different product types: fixed rate, indexed 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 "Product Types" section that describe your specific product type will apply to your contract.

Fixed Rate Products. Fixed Rate Products have a contract term of at least three months. The price of a fixed rate product may only change during a contract term to reflect actual changes in TDSP charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to loads, or changes resulting from federal, state or local laws that impose new or modified fees or costs on us that are beyond 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.

Term Indexed Products. Term indexed products have a contract term of at least three months and a price that changes according to a predefined 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 TDSP 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 us that are beyond our control.

Month-to-Month Indexed Products. Month-to-Month indexed products have a contract term of thirty-one (31) days or less and a price that changes according to a predefined 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 TDSP 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 us that are beyond our control.

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.

Length of Service

Your service under this Agreement will begin on your next meter reading date according to applicable rules. In the event that your TDSP is unable to perform the switch as scheduled, you will continue to receive electricity service from your current provider and will not receive a bill from Amigo Energy until the actual switch occurs. This date will appear on your first bill. Your initial length of service is indicated on your Enrollment or Renewal Form.

For term products, a contract expiration notice will be sent at least 14 days prior to the end of the initial contract term. If you fail to renew your contract with Amigo Energy or switch to another REP, your service will automatically continue on a month-to-month basis after the expiration of your initial contract on the Default Renewal Product, which is a variable price product whose price will be determined by current market conditions until cancelled by either you or Amigo Energy.

Option to Blend-and-Extend

The Customer may request Amigo Energy to structure a new "blend-and-extend" contract that allows the Customer to benefit from the lower market rates in exchange for lengthening its term of contract with Amigo Energy. Following such request, at Amigo Energy's option, Amigo Energy will structure and offer such contract to Customer, who may then choose to accept such contract. In the event that the Customer chooses not to accept the offered contract, Customer will continue to be served under its existing contract with Amigo Energy.

Right to Rescission

If you are switching to Amigo Energy from a different REP, you may rescind this Agreement without penalty at any time before midnight of the third federal business day after receiving this Agreement. PUCT rules permit Amigo Energy to assume that you will receive this Agreement three (3) federal business days after we mail it to you. You may call us or write to us to rescind this Agreement at (888) 469-2644 and P.O. Box 3607, Houston, Texas 77253-3607.

Right to Cancel

Amigo Energy may cancel your Agreement if you do not pay your bills in full and on time. We may also cancel this Agreement if we are no longer a REP in your areas or for any other lawful reason, including in response to changing market conditions. Amigo Energy will provide you with written notice at least fourteen (14) days prior to cancellation.

Customer may cancel this Agreement without penalty in the event Amigo Energy can no longer provide service. Customer may also cancel this Agreement without penalty by giving notice of a move to a different premise and providing reasonable proof of such move, including but not limited to a forwarding address. In the absence of such proof, Amigo Energy will charge an Early Termination Fee as stated in your EFL. Amounts owed by you to Amigo Energy shall become immediately due and payable.

Billing & Payment

Following the switch to Amigo Energy from your current provider, you may receive a bill for less than one month's service. After the initial bill, you will receive a new bill from Amigo Energy each month for each ESI ID for which you are receiving service pursuant to this Agreement. Should you switch providers before the end of your billing cycle you will receive a bill for a partial month of service for the last month's service. Additionally, Amigo Energy will bill you on behalf of your TDSP for the services the TDSP provides. All bills are due and payable 16 days from the date on the bill for service to all ESI IDs.

If actual charges are not available to Amigo Energy at the time of preparation of your invoice, Amigo Energy reserves the right to bill you on good faith estimates of charges for the month. If estimated charges are included on your invoice, they shall be identified as such and shall be reconciled against actual charges once Amigo Energy has received such actual charges.

Breach

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.

JustGreen Product

Renewable energy certificates or attributes equivalent up to 50% or 100% of your electricity usage for a flat fee each month. If JustGreen is an option on your plan, then you may request to discontinue the use of JustGreen at any time, so long as you are not in breach of this Agreement. If the commodity plan automatically includes JustGreen, then 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. The JustGreen price per month is \$4.99 per month to offset 50% or \$9.99 per month to offset 100% of your energy usage with renewable energy if JustGreen is not automatically included in your plan.

Additional Charges & Fees

Amigo Energy will charge a one-time late payment penalty of 5% for each delinquent month's charges that remain unpaid after the bill due date. Additionally, Amigo Energy will charge 1) a \$25 fee for any returned check, electronic fund transfer or credit card transaction not processed due to insufficient funds or credit availability, 2) a \$22 disconnection notice fee for issuance of an electric service disconnection notice (this fee will be assessed regardless of whether your electric service is actually disconnected), 3) a \$20 reconnection fee in the event that Amigo Energy processes a reconnection transaction on your account. Such fees are in addition to any disconnect/reconnect fees that may be assessed by your TDSP. and 4) For plan specific fees please refer to that plan's EFL.

Acceptance by us of any partial payment from you will not relieve you of your obligation to pay the full amount owed. You will be responsible for any non-recurring fees assessed by the TDSP and/or Amigo Energy associated with requests for move-in or switch, self selected switches, disconnection and reconnection fees, previous billing errors, meter tampering or meter read errors, or other errors or omissions.

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, cancelled, 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.

Cancellation Fee Reimbursement

If applicable and as disclosed during your 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 Amigo Energy. Please note that if you switch away from Amigo Energy within 12 months of the Start Date of your Agreement, the cancellation fee must be repaid to Amigo 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

Email – customersupport@amigoenergy.com Mail – C/O Cancellation Fee Reimbursement Program, 5251 Westheimer Road, Suite 1000, Houston, TX 77056 Fax – 888.548.7690

Payment & Discount Programs

In certain circumstances for which Customer must qualify, you may have the right to establish a payment arrangement or deferred payment plan with Amigo Energy. A payment plan allows you to pay your bill after the due date, but before the next bill is due. A deferred payment plan is an arrangement between Amigo Energy and a Customer that permits the Customer to pay an outstanding bill in installments that extend beyond the due date of the next bill. Amigo Energy will confirm all deferred payment plans in writing.

Amigo Energy offers an Average Billing Plan to give you the convenience of having a predictable monthly bill amount. To qualify for the Average Billing Plan, (i) a Customer must not be currently delinquent. Delinquent Customers should contact Amigo Energy to determine if they qualify for the average billing plan. The average energy charge is calculated by using up to your last twelve (12) months' kWh usage multiplied by your current price per kWh, divided by twelve (12) months. This amount is added to your estimated monthly TDSP charges, your base monthly charge, and any applicable regulatory charges, assessments and taxes. Additionally, you remain responsible for any non-recurring charges from your TDSP. Periodically, but not less than once each year, Amigo Energy will review your account and calculate a new average bill amount accordingly; any overpayment will be credited to your account or refunded to you, and any underpayment will be collected from you in equal installments over the next reconciliation period. You may opt-out of the Average Billing Plan at any time by paying your full balance due and providing written notice of your desire to be removed from the Average Billing Plan to Amigo Energy. The Average Billing Plan does not affect your obligation to pay for all actual usage and other associated charges, taxes and fees. Failure to pay your monthly bill on or before the stated due date may result in Amigo Energy proceeding with normal collection activities including the assessment of late fees, disconnection for non-pay, etc.

Amigo Energy offers each Customer the opportunity to voluntarily contribute to a bill payment assistance program for qualified residential Customers. You may find more information about Amigo Energy's bill payment assistance program on your billing statement.

Additional information regarding any of the aforementioned programs may be obtained by contacting a Amigo Energy customer service representative at (888) 469-2644.

Default & Disconnection of Service for Nonpayment

If you fail to remit payment as specified above in Billing and Payment, excluding any charges that are not for electric service, Amigo Energy may order the TDSP to disconnect electric service to the premise(s) served under this Agreement. You will be liable to Amigo Energy for all billed amounts and any charges associated with disconnection of service for nonpayment and reconnection. We reserve the right to pursue all legal remedies available to us to collect any amounts lawfully owed. In the event you fail to pay your bill in accordance with this Agreement, you agree to pay reasonable collection costs and expenses (including attorney's fees and third party collection fees) we incur as a result of our attempt to collect any amounts you owe. In the event that you have more than one agreement with Amigo Energy for service to ESI IDs not receiving service under this Agreement, any failure to pay under another agreement with Amigo Energy will constitute a default under this Agreement and shall give Amigo Energy the right to terminate this Agreement and seek any other remedy available to Amigo Energy at law or in equity.

Credit Eligibility & Deposits

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 may be in Canada or the USA, and to communicate with you about other products and services offered by us and our affiliates. By applying for service, you agree that Amigo Energy may check your personal credit. Failure to demonstrate satisfactory credit, will allow Amigo Energy to require a deposit prior to receiving service. You will not be required to pay an initial deposit, if you are at least 65 years of age and you do not have a current delinquent balance with your current REP, or if you have been a victim of family violence and can provide a certification letter pursuant to PUCT Substantive Rule §25.478(a)(3)(D) <http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.478/25.478.pdf>. Customers who provide sufficient information to demonstrate that they qualify for the low-income rate reduction program may pay a required deposit that exceeds \$50.00 in two equal installments.

Additionally, you may be required to pay a deposit once service has begun if you have paid late twice or been disconnected during the previous twelve (12) months. The total amount of all deposits required shall not exceed an amount equivalent to the greater of one-fifth of the estimated annual billing for electric service or the sum of the estimated billings for electric service for the next two (2) months. The estimated billing for initial deposits is based on a reasonable estimate of the average usage for the applicable customer class. The deposit shall earn and be paid interest as per PUCT guidelines at the stated PUCT rate. Upon termination of the contract or twelve (12) consecutive on-time payments, the deposit, less any money owed, will be returned to the Customer.

Special Features of Amigo Energy's EZ Access Program.

Amigo Energy offers an EZ Access Program for customers whose credit profile warrants a deposit, but who may not be able to afford to pay the full amount of the deposit up front. This access to electric service is achieved by allowing customers to pay a portion of their required deposit over time. Failure to make full on-time payments that satisfy both your electric usage and deposit installment obligations is considered a failure to comply with the terms under which this Easy Access Program service has been extended. Amigo Energy's offering to allow a portion of the required deposit to be paid over time should in no way be construed as an indication that Amigo Energy applies relaxed standards to payment due dates, termination, or disconnection policies. This program utilizes historical information to forecast bill usage amounts that are reconciled in the following bill.

Changes in Laws or Regulations

In the event that there is a Change in Law (as defined below), Amigo Energy reserves the right to modify this Terms of Service. Amigo Energy will provide you with fourteen (14) calendar days' advance written notice of any modification, either in your bill or in a separate mailing. The modifications will become effective on the date stated in the notice unless you cancel your Agreement in writing. You may cancel your Agreement without penalty no later than the effective date of the modification. Notice is not required for a modification that benefits you. Change in Law means any change in federal, state or local law or any legislative or regulatory action that imposes new or modified fees or costs on Amigo Energy that are beyond Amigo Energy's control.

Dispute Procedures

If you have any questions, concerns, complaints or a dispute regarding your Amigo Energy service or this Agreement, please call our Customer Service number at (888) 469-2644. See "Your Rights as a Customer" for further information on customer disputes. 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.

Discrimination

Amigo Energy 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 customer in a economically-distressed geographic area or qualification for low-income or energy efficiency services. Further, Amigo Energy cannot use a credit score, credit history, or utility payment data as the basis for determining the price for residential electric service for a product with a term of 12 months or less.

Customer Warranties

Customer warrants and represents that: (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.

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.

LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST AMIGO ENERGY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU WAIVE ANY RIGHT TO ANY OTHER REMEDY. IN NO EVENT WILL EITHER AMIGO ENERGY OR YOU BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES.

Force Majeure Event

If an event occurs which makes it impossible for Amigo Energy to perform under this Agreement (a "Force Majeure Event"), including but not limited to (i) a failure of any wholesale supplier and/or TDSP to perform any contract with Amigo Energy, (ii) force majeure or similar event as declared by our wholesale supplier(s) and/or the TDSP(s), (iii) act of God, (iv) extraordinary weather occurrence, (v) fire or explosion, (vi) any governmental action, prohibition or regulation, or (vii) war, civil disturbance or other national emergency, our performance under this Agreement shall be excused for the duration of such event. Amigo Energy shall promptly notify Customer of the Force Majeure Event, any resulting contingency, and the contemplated effect thereof on the provision of service. Upon elimination or cessation of the Force Majeure Event and any contingency, the obligations herein of Amigo Energy to provide service to Customer shall be reinstated. Amigo Energy reserves the right to terminate this Agreement should the event or the need for contingency not be eliminated within forty-five (45) days after the occurrence.

Assignment

You may not assign or transfer this Agreement, in whole or in part, or any of your rights or obligations hereunder without the prior written consent of Amigo Energy, which shall not be unreasonably withheld. Amigo Energy may assign this Agreement, in whole or in part, without your consent.

Miscellaneous

This Agreement shall be governed by and construed, enforced, and performed in accordance with the laws of the State of Texas and shall supersede any previous promises, understandings and agreements. The provisions of the Uniform Commercial Code ("UCC") shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC. <http://www.statutes.legis.state.tx.us/Docs/BC/htm/BC.2.htm>. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, Customer and Amigo Energy agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If such provision cannot be modified in a manner that would make it valid, legal and enforceable, such provisions shall be severed from the Agreement, and all other provisions hereof shall remain in full force and effect. In the event there is a conflict between the Your Rights as a Customer document and these Terms of Service, these Terms of Service shall prevail.

Demand Response Participation

Amigo Energy will notify Customer of any Demand Response Event. The customer may participate in the Demand Response Event or opt-out of the Demand Response Event that may affect Customer's electric service. Customer may permanently opt out of participation in Demand Response Events by calling Amigo Energy's customer service department. If Customer participates in the Demand Response Event, Customer will be eligible to receive a benefit that reflects a portion of cost savings that result directly from Customer's participation in the Demand Response Event. Amigo Energy, at its sole discretion, will determine cost savings, if any, and the benefit that the customer is entitled to receive associated with the Demand Response Event. Amigo Energy may, when applicable and at its sole discretion, distribute any benefit related to a Demand Response Event to Customer.

Amigo Energy will distribute any accrued but undistributed benefit to Customer upon termination of this contract. Amigo Energy may distribute any benefit in any form including by issuing a check for such benefit or by applying such benefit to any outstanding balance due and owing from Customer to Amigo Energy.

The following paragraphs apply only to Customers on a contract that includes a free Thermostat: Thermostat

Customers that select a retail electricity product bundled with a Thermostat will receive a Thermostat (referred to as "Equipment" in this TOS) free of charge from Amigo Energy that Amigo Energy or its authorized representative will install. After Amigo Energy installs the Equipment, the Equipment becomes the property of Customer, the Equipment is no longer the property of Amigo Energy and Amigo Energy claims no right or interest in the Equipment.

Access to Your Premises

Customer agrees to allow Amigo Energy and its agents the right, when necessary or requested, to enter at reasonable times and on reasonable notice, customer's property upon which the Services and/or Equipment will be provided (the "Premises"), for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Services and/or Equipment used with any of the Services. Customer warrants that it is the owner of the Premises. Customer acknowledges that it has authority to enter into this Agreement because Customer owns the Premises.

Installation

Customer understands that a Amigo Energy subcontractor shall install the Equipment in the Premises on a date that is mutually agreed upon by Customer and Amigo Energy. The date on which the Equipment is installed shall be the "Installation Date".

Usage

Amigo Energy has no responsibility for the operation or support, maintenance or repair of any Equipment after it is installed on the Installation Date. Customer agrees to use the Equipment as specified by the Equipment's manufacturer. To use the Equipment, Customer will need the Equipment and, if required for the selected thermostat, a Gateway/Router that meets the Equipment manufacturer's specifications. Amigo Energy has no responsibility for the operation or support, maintenance or repair of any equipment, software or services that Customer elects to use in connection with the Equipment (the "Customer Equipment").

Removal

Customer may have the Equipment removed at any time after installation. Customer may either remove the Equipment at its own expense or Customer may request that Amigo Energy remove the Equipment from its home. Amigo Energy will remove the equipment and charge \$125/hour for removal.

Moves

Customer will give Amigo Energy 45 days prior written notice if Customer plans to move from the Premises (each, a "move") and wants Amigo Energy's assistance to move the Equipment. When the Customer moves, Customer will have 2 options for assistance: (1) Amigo Energy will move the Equipment to Customer's new location at no cost to you as long as (a) Customer remains a Amigo Energy Electricity Customer (b) and Customer owns the new location or (2) Customer can remove the equipment as provided for in Removal section above. Customer can also terminate this Agreement as provided for in Right to Cancel section above.

Limited Warranty, Liability & Indemnity. THE EQUIPMENT IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY GOVERNING LAW. CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, AND REMOVAL OF EQUIPMENT. YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION OF THE EQUIPMENT. AMIGO ENERGY WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OF ANY TYPE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CAUSED OR CONTRIBUTED TO IN ANY WAY BY THE USE AND OPERATION OF THE EQUIPMENT, OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF REASONABLY FORESEEABLE.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS AMIGO ENERGY AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AND AGENTS AGAINST ALL CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) ARISING OUT OF THE USE OF THE EQUIPMENT AND/OR THE CUSTOMER EQUIPMENT, OR THE BREACH OF THIS AGREEMENT BY YOU OR ANY OTHER USER.

Entirety of Agreement

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

Contact Information

Fulcrum Retail Energy LLC d/b/a Amigo Energy, Certificate No. 10081, is a licensed retail electric provider. Any questions or inquiries regarding this Agreement may be directed to a Amigo Energy customer service representative at CustomerSupport@AmigoEnergy.com, (888) 469-2644. We are available Monday-Friday 8:00 AM-7:00 PM CST Saturday 9:00 AM- 6:00 PM CST. Our internet address is www.AmigoEnergy.com. Our fax number is 832-201-0541. Our mailing address is: Fulcrum Retail Energy LLC d/b/a Amigo Energy P.O. Box 3607, Houston, Texas 77253-3607.

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

YOUR RIGHTS AS A CUSTOMER

This document sets out "Your Rights as a Customer" for the purchase of electricity between Fulcrum Retail Energy LLC d/b/a Amigo Energy, REP Certificate No. 10081, ("Amigo Energy", "we" and "us") and you, the customer ("you", "your" and "Customer").

Unauthorized Charges- "Cramming"

You have the right to only be charged for services that you have authorized and the right to dispute any unauthorized charge or charges. Before Amigo Energy places a charge on your bill for a particular product or service, we will inform you about that product or service including all associated charges, and obtain your authorization to place those charges on your bill. If you believe that your bill includes a charge or charges for a product or service that you have not authorized, please contact Amigo Energy at the telephone number or address shown below.

Special Needs for Electric Service

You may qualify as a (i) Chronic Condition Residential Customer if you or another permanent resident of your home 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, or (ii) Critical Care Residential Customer if you or another permanent resident of your home has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life. If the serious medical condition is diagnosed by a physician as being a life-long condition, then the Chronic Condition Residential Customer designation is effective for the shorter of one year or until such time as the person with the medical condition no longer resides in the home; otherwise the Chronic Condition Residential Customer designation is effective for 90 days. The Critical Care Residential Customer designation is effective for two years. Upon your request, we will provide you with the PUCT-approved application form for Critical Care Residential Customer and Chronic Condition Residential Customer designation, which your physician must complete and return to your TDU.

Meter Reading & Testing

If you feel that your meter is not operating properly, please either notify Amigo Energy and we will contact the TDSP on your behalf, or contact your TDSP directly to request a meter test. You have the right to have your electricity meter tested once every four years at no cost to you. If you request your meter to be tested more than once every four years, and the meter is determined to be functioning properly, you may be charged a fee for the additional meter test(s) pursuant to the tariffs of your TDSP. The meter test shall be made during the TDSP's normal working hours. If you want to be present to observe the test, then it will be scheduled to accommodate you within the TDSP's normal working hours. After any requested meter test is completed, the TDSP will promptly advise you of the date that the test was conducted, who performed the test, the test results and (if applicable) the date when the meter was removed. If you prefer to read your own meter, please contact the TDSP in your area for instruction on how to read your meter.

Service Protections

Amigo Energy will not disconnect your electric service or terminate our Agreement with you for: (i) delinquency of payment by a previous occupant; (ii) failure to pay charges not related to electric service; (iii) failure to pay for a different class of electric service; (iv) failure to pay an under billing, other than for theft of service, that is more than six (6) months old; (v) failure to pay for a disputed charge until a determination as to the accuracy is made; (vi) failure to pay an under billing due to faulty metering, unless there has been meter tampering; or (vii) failure to pay estimated bills as requested when actual meter read data is not available. Furthermore, Amigo Energy will not disconnect your service or terminate our Agreement with you during an extreme weather emergency, or on a holiday or weekend. If you are receiving energy assistance, Amigo Energy will not disconnect service or terminate its Agreement with you for nonpayment if it receives a pledge, letter of intent, purchase order, or other notification that an energy assistance provider is forwarding sufficient payment to continue service. Additionally, if disconnection of electric service would cause some person residing at your residence to become seriously ill please contact Amigo Energy for assistance. Please refer to your Terms of Service for full details.

Customer Complaints & Disputes

You have the right to contact our service representatives to ask questions about your electric service or charges on your bill, terminate your service and conduct any other business relating to the services that we provide to you. You may submit a complaint in person, by letter, facsimile, e-mail or telephone to Amigo Energy. Amigo Energy will promptly investigate and advise you of the results within twenty-one (21) days.

You have the right to file an informal or formal complaint with the PUCT (and Amigo Energy cannot and will not limit that right). While a complaint with the PUCT is pending, Amigo Energy will not initiate collection activities with respect to the disputed portion of the bill. You will be obligated to pay any undisputed portion of the bill and Amigo Energy may pursue disconnection of service for nonpayment of the undisputed portion after appropriate notice. If you wish to contact the PUCT, you will find the PUCT's contact information at the end of this document.

Language

You have the right to designate receipt of the following documents and information in either English or Spanish: "Your Rights as a Customer" disclosure; Terms of Service documents; Electricity Facts Label; bill notices and termination notices; information on the availability of new electric services; discount programs; promotions; access to customer service, including the restoration of electric service and response to billing inquiries.

Unauthorized Switch of Service- "Slamming"

You have the right to choose your retail electric provider. A change in your retail electric provider can only be made with your permission. If you believe that Amigo Energy or some other entity has switched your electric service to another provider without your permission, please contact Amigo Energy to rectify this problem. Amigo Energy does not support the practice of slamming and has processes in place to deter this practice.

You do not have the right to receive electric service without payment. Amigo Energy has the right to disconnect your service and terminate our Agreement with you if you fail to pay for the service provided to you. Before Amigo Energy can disconnect your service and/or terminate our Agreement with you, you have the right to be provided with a disconnection and/or termination notice that will inform you of the reasons for the disconnection and/or termination and the preventative steps available to you that must be taken in order to avoid disconnection. If your service has been disconnected for nonpayment or another reason, please contact Amigo Energy immediately. Amigo Energy shall upon satisfactory correction of the reasons for disconnection including payment of the appropriate disconnection and reconnection fees, notify the TDSP to reconnect your service.

Payment & Discount Programs

If you contact Amigo Energy and indicate an inability to pay a bill, we shall inform you of all applicable payment options, and payment assistance programs such as a payment arrangement, deferred payment plan, average/balance billing or low income energy assistance programs. Additionally, you may be qualified for financial and energy assistance programs. Please refer to your Terms of Service for full details..

Do Not Call List

Customers may add their name, address and telephone number to a state-sponsored electric no-call list. A customer that registers for inclusion on the electric no-call list can expect to stop receiving telemarketing calls on behalf of REPs within sixty (60) days. The customer must pay a fee not to exceed \$5.00 to register at the time of registration by credit card, check or money order, as appropriate. Registration may be accomplished via the United States Postal Service at Texas No Call, P.O. Box 313, E. Walpole, MA 02032; Internet at www.texasnocall.com, or telephonically at 1-866-896-6225. Registration of a telephone number on the electric no-call list expires after five (5) years. A registered customer may continue to receive calls from telemarketers other than REPs, and the customer may instead or may also register for the Texas no-call list that is intended to limit telemarketing calls regarding consumer goods and services in general, including electric service.

Report an Outage & Emergency Repairs

In case of an emergency or to report an outage, please contact your TDSP directly. See contact information below.

Customer Information & Privacy Rights

Amigo Energy will not release your proprietary customer information except as authorized under law. Amigo Energy will not provide or sell this information to any other entities without first obtaining your consent. In special circumstances the PUCT has authorized release of proprietary customer information to law enforcement agencies, energy assistance agencies, collection and credit reporting agencies, your TDSP, the registration agent, the Office of the Public Utility Counsel, the PUCT and agents, vendors, partners or affiliates of Amigo Energy engaged to perform services or functions on behalf of Amigo Energy.

Contact Information

For Billing or Service Inquiries:

Fulcrum Retail Energy LLC d/b/a Amigo Energy, Certificate No.10081, is a licensed retail electric provider. Any questions or inquiries regarding this Agreement may be directed to a Amigo Energy customer service representative at CustomerSupport@AmigoEnergy.com, (888) 469-2644. We are available Monday-Friday 8:00 AM-7:00 PM CST Saturday 8:00 AM- 6:00 PM CST. Our internet address is www.AmigoEnergy.com. Our fax number is 832-201-0541. Our mailing address is: P.O. Box 3607, Houston, Texas 77253-3607.

For Outages or Emergencies:

CenterPoint: 1-800-332-7143; **Oncor:** 1-888-313-4747; **Texas New Mexico Power:** 1-888-866-7456;

AEP Central: 1-866-223-8508; **AEP North:** 1-866-223-8508

Public Utility Commission of Texas:

Customer Protection Division

P.O. Box 13326 Austin, Texas 78711-3326

(512) 936-7120 or in Texas (toll-free) 1-888-782-8477 - Fax (512) 936-7003 - TTY (512) 936-7136 and

Relay Texas (toll-free) 1-800-735-2989

E-mail address: customer@puc.state.tx.us - Internet website address: www.puc.state.tx.us

SUS DERECHOS COMO CLIENTE

Este documento establece "Sus Derechos Como Cliente" por la compra de electricidad entre Fulcrum Retail Energy LLC d/b/a Amigo Energy, Certificado REP No. 10081, ("Amigo Energy", "nos" y "nosotros") y usted, el cliente ("su", "usted" y "Cliente").

Cargos Excesivos no Autorizados – "Cramming"

Tiene el derecho de que solo se le cobre por los servicios que ha autorizado y el derecho de reclamar por cualquier cargo o cargos no autorizados. Antes de que Amigo Energy le cobre en su factura por un producto o servicio en particular, le informaremos sobre ese producto o servicio, incluidos todos los cargos asociados, y obtendremos su autorización para cobrarle por esos cargos en su factura. Si cree que su factura incluye un cargo o cargos por un producto o servicio que no ha autorizado, comuníquese con Amigo Energy al número de teléfono o la dirección que se muestran en este documento.

Necesidades Especiales para Servicio Eléctrico

Usted puede calificar como (i) Cliente residencial con condición crónica si un médico ha diagnosticado que usted u otro residente permanente de su hogar tienen una condición médica grave que requiere un dispositivo médico eléctrico, o de calefacción/refrigeración eléctrica para prevenir el deterioro de una función importante de vida a través de un deterioro significativo o exacerbación de la afección médica de la persona, o (ii) Cliente residencial de atención crítica si un médico ha diagnosticado que usted u otro residente permanente de su hogar dependen de un dispositivo médico eléctrico para sostener la vida. Si un médico diagnostica que la afección médica grave es una afección de por vida, la designación del Cliente residencial de condición crónica es efectiva por el período más breve de un año o hasta que la persona con la condición médica ya no reside en el hogar; de lo contrario, la designación del Cliente residencial de condición crónica es efectiva por 90 días. La designación del cliente residencial de Cuidados Críticos es efectiva por dos años. Cuando lo solicite, le proporcionaremos el formulario de solicitud aprobado por la PUCT para la designación de Cliente residencial de cuidados críticos y Cliente residencial de condición crónica que su médico debe completar y devolver a su TDU.

Lectura y Prueba del Medidor

Si usted cree que su medidor no está funcionando correctamente, ya sea que se lo notifique a Amigo Energy y nos comunicaremos con el TDSP en su nombre, o contacte a su TDSP directamente para solicitar una prueba del medidor. Usted tiene derecho a que su medidor de electricidad sea probado una vez cada cuatro años sin costo para usted. Si solicita la prueba de su medidor más de una vez cada cuatro años, y se determina que el medidor funciona correctamente, es posible que se le cobre una tarifa por la(s) prueba(s) del medidor de acuerdo con las tarifas de su TDSP. La prueba del medidor se realizará durante las horas normales de trabajo del TDSP. Si desea estar presente para observar la prueba, se programará para que se adapte a usted dentro del horario laboral normal del TDSP. Después de que se complete la prueba del medidor solicitada, el TDSP le informará de inmediato la fecha en que se realizó la prueba, quién realizó la prueba, los resultados de la prueba y (si corresponde) la fecha en que se retiró el medidor. Si prefiere leer su propio medidor, comuníquese con el TDSP en su área para obtener instrucciones sobre cómo leer su medidor.

Protecciones de Servicios

Amigo Energy no desconectará su servicio eléctrico ni terminará este Acuerdo con usted por: (i) morosidad de pago por un ocupante anterior; (ii) falta de pago por cargos no relacionados con el servicio eléctrico; (iii) falta de pago de una clase distinta de servicio eléctrico; (iv) falta de pago de una facturación insuficiente, que no sea por robo de servicio, que tenga más de seis (6) meses de antigüedad; (v) falta de pago de un cargo en disputa hasta que se tome una determinación sobre ésta; (vi) falta de pago de una facturación insuficiente debido a una medición defectuosa, a menos que haya habido manipulación del medidor; o (vii) no pagar las facturas estimadas cuando los datos reales de lectura del medidor no están disponibles. Además, Amigo Energy no desconectará su servicio ni terminará nuestro Acuerdo con usted durante una emergencia de clima extremo, un día festivo o fin de semana. Si está recibiendo asistencia de energía, Amigo Energy no desconectará el servicio ni terminará este Acuerdo con usted por falta de pago si recibe una promesa, una carta de intención, una orden de compra u otra notificación de que un proveedor de asistencia de energía está enviando el pago suficiente para continuar con el servicio. Además, si la desconexión del servicio eléctrico causaría que una persona que reside en su residencia se enferme gravemente, comuníquese con Amigo Energy para obtener ayuda. Por favor, consulte sus Términos de Servicio para más detalles.

Quejas y disputas de Clientes

Tiene derecho a comunicarse con nuestros representantes de servicio para hacer preguntas sobre su servicio eléctrico o cargos en su factura, terminar su servicio y realizar cualquier otro negocio relacionado con los servicios que le brindamos. Puede presentar una queja en persona, por carta, fax, correo electrónico o teléfono a Amigo Energy. Amigo Energy investigará rápidamente y le informará sobre los resultados en un plazo de veintidós (22) días.

Tiene derecho a presentar una queja formal o informal ante la PUCT (y Amigo Energy no puede y no limitará ese derecho). Mientras que una queja con la PUCT está pendiente, Amigo Energy no iniciará actividades de recolección con respecto a la parte en disputa de la factura. Se le obligará a pagar cualquier parte no disputada en la factura y Amigo Energy puede solicitar la desconexión del servicio por la falta de pago de la parte no disputada, después de la notificación correspondiente. Si desea comunicarse con la PUCT, encontrará la información de contacto de la PUCT al final de este documento.

Idioma

Usted tiene derecho a designar la recepción de los siguientes documentos e información en inglés o en español: divulgación de "Sus derechos como Cliente"; documentos de Términos de Servicio; Etiqueta de Datos de Electricidad; avisos de facturación y terminación; información sobre la disponibilidad de nuevos servicios eléctricos; programas de descuento; promociones; acceso al servicio al cliente, incluyendo la restauración del servicio eléctrico y respuesta a consultas de facturación.

Cambio de Servicio no Autorizado- "Slamming"

Tiene derecho a elegir su proveedor de electricidad. Un cambio en su proveedor de electricidad sólo se puede hacer con su permiso. Si cree que Amigo Energy o alguna otra entidad ha cambiado su servicio eléctrico a otro proveedor sin su permiso, comuníquese con Amigo Energy para corregir este problema. Amigo Energy no aprueba la práctica de "slamming" y tiene procesos establecidos para impedir esta práctica.

Desconexión y Terminación del Servicio

Usted no tiene derecho a recibir el servicio eléctrico sin pagar. Amigo Energy tiene el derecho a desconectar su servicio y rescindir nuestro Acuerdo si no paga el servicio que le brindamos. Antes de que Amigo Energy pueda desconectar su servicio y/o rescindir nuestro Acuerdo con usted, tiene derecho a que se le proporcione un aviso de desconexión y/o finalización que le informará los motivos de la desconexión y/o finalización y los pasos preventivos a su disposición que debe tomar para evitar la desconexión.

Si su servicio ha sido desconectado por falta de pago u otro motivo, comuníquese con Amigo Energy de inmediato. Amigo Energy, después de corregir satisfactoriamente los motivos de la desconexión, incluido el pago de las tarifas de desconexión y reconexión adecuadas, notificará a TDSP para volver a conectar su servicio.

Programas de Pago y Descuentos

Si se comunica con Amigo Energy e indica que no puede pagar una factura, le informaremos todas las opciones de pago y programas de asistencia de pago disponibles, tales como acuerdos de pago, plan de pago diferido, facturación de saldo promedio o programas de asistencia de energía a personas de bajos ingresos. Además, puede calificar para programas de asistencia financiera y de energía. Por favor, consulte sus Términos de Servicio para más detalles.

Lista para el Servicio de No Recibir Llamadas

Los clientes pueden agregar su nombre, dirección y número de teléfono a una lista de no llamadas patrocinada por el estado. Un cliente que se registre para su inclusión en la lista de no llamadas, puede dejar de recibir llamadas de vendedores de servicios de los REP en sesenta (60) días. El cliente pagará una tarifa no mayor a \$5.00 al registrarse, con tarjeta de crédito, cheque o giro postal, según corresponda, al momento de la inscripción. Puede inscribirse por correo a: Texas No Call, P.O. Box 313, E. Walpole, MA 02032; Por internet: www.texasnocall.com, o por teléfono al 1-866-896-6225. El registro de su número de teléfono en la lista de no llamadas expira a los cinco (5) años. Un cliente registrado puede continuar recibiendo llamadas de vendedores por teléfono que no sean REPs, el cliente puede entonces, o también, registrarse en la lista de no llamadas de Texas que limita las llamadas por teléfono relacionadas con bienes de consumo y servicios en general, incluido el servicio eléctrico.

Reporte de un Interrupción del Servicio y Reparaciones de Emergencia

En caso de una emergencia o para reportar un apagón, comuníquese directamente con su TDSP. Ver información de contacto abajo.

Información del Cliente y Derechos de Privacidad

Amigo Energy no divulgará la información de un cliente con excepción de lo autorizado por ley. Amigo Energy no proporcionará ni venderá esta información a ninguna otra entidad sin obtener primero su consentimiento. En circunstancias especiales, la PUCT ha autorizado la divulgación de información confidencial del cliente a las agencias que aplican la ley, agencias de asistencia energética, agencias de informes de cobro y crédito, su TDSP, el agente de registro, la Oficina del Asesor de Servicios Públicos, la PUCT y agentes, proveedores, socios o las filiales de Amigo Energy que se comprometen a realizar servicios o funciones en nombre de Amigo Energy.

Información de Contacto para Consultas sobre Facturación o Servicio:

Fulcrum Retail Energy LLC d/b/a Amigo Energy, Certificado No.10081, es un proveedor de electricidad con licencia. Preguntas o consultas sobre este Contrato las puede hacer a un representante de servicio al cliente de Amigo Energy a CustomerSupport@AmigoEnergy.com, (888) 469-2644. De lunes a viernes de 8:00 a.m. a 7:00 p.m. CST; sábados de 8:00 a.m. a 6:00 p.m. CST. Nuestra dirección de internet es www.AmigoEnergy.com. Nuestro número de fax: 832-201-0541. Nuestra dirección de correo: P.O. Box 3607, Houston, Texas 77253-3607.

Por Interrupciones de Servicio o Emergencias:

CenterPoint: 1-800-332-7143; **Oncor:** 1-888-313-4747; **Texas New Mexico Power:** 1-888-866-7456;
AEP Central: 1-866-223-8508; **AEP North:** 1-866-223-8508

Comisión de Servicios Públicos de Texas:

División de Protección al Cliente

P.O. Box 13326 Austin, Texas 78711-3326 (512) 936-7120 o en Texas (llamada gratis) 1-888-782-8477 -

Fax (512) 936-7003 - TTY (512) 936-7136 and Relay Texas (llamada gratis) 1-800-735-2989 Dirección de correo electrónico: customer@puc.state.tx.us - Dirección de internet: www.puc.state.tx.us