



Terms of Service

General Terms Applicable to all Fixed Rate and Variable Rate Plans

Thank you for choosing Abundance Energy (“Abundance Energy” or the “Company”) as your retail electric provider (“REP”). We recognize you have many choices for a REP and are honored you trust us with your electricity needs. This Terms of Service (“TOS” or “Terms of Service”) document explains the terms and conditions relating to your purchase of non-commodity products from Abundance Energy. The contract governing your purchase of electricity from Abundance Energy is comprised of these TOS, an Electricity Facts Label (“EFL”) that contains specific details related to the product you chose like your energy rate, and Your Rights as a Customer (the “YRAC”) that describes your general rights as a residential or small commercial customer purchasing electric service in Texas, and your enrollment or renewal documents (all aforementioned documents collectively are the “Contract” and a legally binding document). Pursuant to our values as a Company, we have worked hard to use straightforward language that make clear your rights and obligations and have framed our TOS in the form of questions to help you navigate to the topics that you may need clarity on. Your act of accepting electric service or other non-electric products from Abundance Energy means that you agree to be bound by the Contract. You acknowledge that you are either a residential or commercial customer and that you assume full responsibility for making sure you have selected the electricity plan that is most appropriate for you under the circumstances. If you have any questions regarding the Contract, please feel free to contact us pursuant to the information set out below. Finally, please print or save electronically a copy of this TOS for your records.

Contact Information

Company Name	Abundance Energy, LLC
Public Utility Commission of Texas Certification (PUCT) No.	10314
Mailing Address	5214 68th Street, Suite 201 Lubbock, TX 79424
Customer Care Toll-Free Number	(833) 495-0127

Customer Care Hours	Monday-Friday 7:00am-7:00pm, CST Excludes Holidays
Email	care@abundanceenergy.com
Internet	http://www.abundanceenergy.com/
Terms of Service (TOS) Version	V3

Your Right to Recission: If you switched to Abundance Energy from another REP, then you have the right to rescind your Contract without any fee or penalty. However, this ***only applies if you provide notice within three (3) federal business days after the date of your enrollment authorization and receipt of the contract documents.*** You must call us at 1-833-495-0127 or email us at care@abundanceenergy.com during regular customer service hours in order to properly rescind.

What type of personal information does Abundance Energy collect? We understand that your personal information is important to you. We will not sell your personal information to any third party but you hereby acknowledge and agree that Abundance Energy needs certain personal information in order to provide you service. This includes, but is not necessarily limited to, your address, telephone number, account number(s) and historical usage information. You authorize Abundance Energy to request in its sole discretion, and your Transmission and Distribution Utility (“TDU”) or other third party with such information to provide, such information to Abundance Energy. You also understand that Abundance Energy may have the need to communicate such information, as determined in our sole discretion, to our affiliates, our partners, our vendors and third parties (and each of their affiliates) with a need to know such information in order to facilitate your electric service. You expressly agree to such disclosure.

You also authorize Abundance Energy to share any personal information Abundance seems reasonably appropriate with a broker, aggregator or agent working on your behalf, if any. By enrolling in electric service with Abundance Energy you further authorize us to use the information you have provided to us to send you information related to your electric service, related products, alerts, updates to Abundance Energy products and services, and to send you additional marketing or informational communications from time-to-time. You expressly authorize Abundance Energy, or any party calling or texting on Abundance Energy’s behalf, to contact you at the telephone numbers you provided, whether those telephone numbers are work, home or mobile, for any purpose related to your electric

service, future possible goods or services, and for the collection of debts. These calls and texts may be performed by a live person, a prerecorded voice or other automated system. Finally, while Abundance Energy needs detailed information in order to complete a credit check, we do not use a credit score, a credit history or utility payment data as the basis for determining the price for electric service for products with a contract term of 12 months or less.

What is an EFL? The EFL is a document that's format is regulated by the state of Texas and contains details related to the specific product and rate plan you have selected, including pricing, Contract term and Early Termination Fees ("ETF").

What types of plans/products does Abundance Energy offer? Abundance Energy offers two types of plans: variable price and fixed rate. The EFL will clearly indicate the product type. When you sign a contract with Abundance Energy, it's the price reflected on your EFL and all amounts shown on your bill that you agree to pay. Abundance Energy plan structures and pricing components can differ. Look at your EFL to see your plan's specifics. The numbered terms below only apply to that plan category.

1. **Fixed Rate Plan (term):** Your energy charge rate is fixed and listed as a component of the total charges in your EFL. The energy charge rate will not change over the term of the contract. The overall cost for electricity service incorporates our charges, charges from your TDU, and fees/charges/administrative requirements from federal, state, and local governmental entities. Changes beyond our control can influence your electricity rate, and so the total price may fluctuate based on actual changes, such as but not limited to, changes in the TDU charges or changes to the ERCOT or TRE administrative fees.

Fixed Rate Products have a minimum Contract term of three (3) months. If you choose to terminate a fixed rate product before the end of the Contract term, you will be responsible for paying an ETF. The sole exception to this charge is if you provide reasonable proof that you have moved out of your service address.

With appropriate notice as described below, Abundance Energy is permitted to make certain changes to the provisions of the Contract at any time. However, we cannot make changes to the term of your Contract or to your energy charge rate. Please note, this means the total cost of electricity service can change due to changes in charges or fees beyond our control.

Abundance Energy will notify you in writing at least 14 days before any material change to the Contract will take effect. Abundance Energy is not required to give you notice of a change if that change is beneficial to you. If you receive notice of a change to the provisions of your Contract and you are on a fixed rate product, you have 14 days to cancel the Contract. If you cancel the Contract within that 14-day

period, you will not be obligated to pay an ETF. If you do not cancel the Contract within the 14-day period, the stated change will become effective immediately. Toward the end of your Contract Term, you will receive written notice(s) of the date your fixed product plan will expire. You agree to receive all contract termination notices the same way in which you receive your monthly bill (either US mail or email, depending upon your selection during enrollment or in your My Account Portal).

2. **Variable Price Plan (month-to-month):** Your contract term length is for thirty-one (31) days or less and a price that may vary. After the first billing cycle, the price of the Variable Price Plan can change at our discretion without contacting you first. Our risk management team monitors prices in electricity markets and makes adjustments based on a pricing formula. Your EFL contains specific information about your price and how your price can change.

The term of Variable Priced Plans is short; this allows you to easily terminate your Variable Price Plan at any time without being charged an ETF, although you are still responsible for any outstanding charges.

Accordingly, Abundance Energy will notify you in writing at least 14 days before any material change to the Contract. However, Abundance Energy is not required to give you notice of a change if that change is beneficial to you. If you receive notice of a change to the provisions of your Contract and you are on a Variable Price Plan, you have 14 days to cancel the Contract. If you do not cancel the Contract within the 14-day period, the stated change takes effect.

If Abundance Energy sends the notices as provided above, and you do not sign up for a new electric energy product with Abundance Energy or another REP, after your Contract end date, Abundance Energy will still continue to be your REP. You agree that Abundance Energy will continue your electricity service on a month-to-month basis and in accordance with our default renewal product. The EFL for your month-to-month default renewal product, which will describe its pricing terms, will be provided to you in a notice. The default renewal product will continue until you switch to another REP, select another Abundance Energy plan, or Abundance Energy terminates or disconnects your electric service.

Can Abundance Energy change the term length without my consent? No. Abundance Energy cannot change the term length of the plan without your consent.

When does my plan with Abundance Energy start? The term of your Contract is determined by the plan you select and is stated on the EFL. It begins on the meter read date set by your TDU and continues through the term on the EFL; provided, that we may bill you under the EFL until the first meter read after the end date of the Contract as authorized in PUCT Substantive Rules §25.475. The meter read date is not set by us but is set by your TDU, and

therefore you expressly agree that Abundance Energy is not liable for any delay in commencement of your electricity service.

If I choose a plan, does Abundance Energy perform a credit check during the application stage? The short answer is yes. We conduct a soft credit check that does not impact your credit score. Every Contract is conditioned upon you meeting our eligibility requirements. Abundance Energy will determine eligibility in compliance with §25.477 and §25.478 of the PUCT Substantive Rules and Texas Utilities Code §17.008, available at: <https://www.puc.texas.gov/agency/ruleslaws/subrules/electric/electric.aspx> and <https://statutes.capitol.texas.gov/Docs/UT/htm/UT.17.htm>, respectively.

You consent to Abundance Energy's submission of your personal information to credit reporting agencies to evaluate and document your credit and payment history. We may also solicit your payment history information from your previous REPs. If you do not meet Abundance Energy's credit requirements or cannot otherwise demonstrate satisfactory credit as defined by the PUCT Substantive Rules, then Abundance Energy may (i) deny you service, (ii) require a deposit, or (iii) if you are a commercial customer, furnish an alternative form of security. These options may be exercised in Abundance Energy's sole discretion. Alternatively, you may qualify for a waiver of Abundance Energy's deposit requirement if you meet certain criteria: (i) you are 65 years of age or older and not currently delinquent in paying an electricity account; or (ii) you submit a letter certifying that you have been a victim of family violence as prescribed by the Texas Council on Family Violence. Please contact Abundance Energy for additional information if you believe you may be eligible for a deposit waiver. You may send evidence of eligibility and other information to Abundance Energy by sending an email to care@abundanceenergy.com.

If you are a commercial customer, you may be required to provide us with one (1) of the following forms of security for each of your meters/ESI IDs: (i) a surety bond; (ii) a cash deposit; or (iii) an irrevocable standby letter of credit from a financial institution approved by Abundance Energy.

What are the terms/conditions related to how Abundance Energy handles deposits?

Notwithstanding the information above regarding requiring a deposit prior to service, there are various instances whereby Abundance Energy may also require a deposit from you after service begins. For example, this may take place if: (i) you are late paying a bill more than once during the last 12 months of service or (ii) your account has been terminated or disconnected in the previous 12 months for non-payment. Abundance Energy may also require a deposit if your average actual billings over the previous 12 months are at least twice the amount of the original average of your estimated annual billings. Regardless of the basis for why a deposit is required, if a deposit or other form of security is requested and you do not pay the deposit within 10 calendar days after the date of the request your

electric service may be disconnected.

Deposits held more than 30 days will accrue interest from the date of receipt at the annual rate established by the PUCT. Payment of the interest will be made to you annually or at the time the deposit is returned or credited to your account.

Is there something I can do to have my deposit returned back to me? Yes. If you were required to give a deposit, you can receive it back after establishing satisfactory credit with Abundance Energy by having made 12 consecutive monthly payments for residential plans or 24 consecutive monthly payments for commercial plans by the specified due date on your bill. If these requirements are met, your deposit will subsequently be credited to your account. If you never establish satisfactory credit with us, the deposit and any remaining accrued interest will be applied on your behalf to your final bill. In the event it is applied to your final bill and there is any excess, such amount shall be refunded to you.

What are the various charges that might be included on my bill? Numerous factors impact your bill. First, there are certain monthly recurring charges and/or non-recurring charges charged by your TDU related to your electricity service that Abundance Energy will pass through to you without markup or that may be bundled with the fee you are paying for electricity, depending upon the product you choose. Non-recurring charges may include those that arise from a meter test, out-of-cycle meter read fees, move in or a switch, service connection, disconnection or reconnection or meter tampering. TDU charges will vary and your EFL will reflect whether your product or your rate plan includes or excludes these TDU Charges from your bills and whether or not these charges are part of the price calculation. In addition, occasionally there are certain local charges related to your electricity service. The actual amount of any such local charge will not be reflected on your EFL as it may affect only a few zip codes but will be part of the price or price calculation you are agreeing to pay by accepting electricity service from Abundance Energy.

Second, if you or Abundance Energy utilized a third-party broker, aggregator or agent in connection with procuring this Contract, Abundance Energy will be making a payment to such third-party broker, aggregator or agent. The price you have agreed to pay for electricity under the Contract includes the fee Abundance Energy is paying to the third-party broker, aggregator or agent. To be clear, such third party, broker, aggregator or agent is acting on your behalf as your representative and is not a representative or agent of Abundance Energy. You also understand and agree that as such, you should direct any questions regarding such fees to the third-party broker, aggregator or agent.

Third, Abundance Energy may offer non-commodity products or services, including but not limited to Abundance Energy solar plans, and you may sign up, purchase or enroll in such

products or services from Abundance Energy or third parties. You agree that if you enroll or sign up for or purchase such services or products that they will appear on your electricity bill and that you will pay these charges with your bill. Abundance Energy will apply all payments you make on your bill first to the amounts you owe Abundance Energy for electric service. Abundance Energy will not disconnect your electricity service for nonpayment or delinquent charges for non-electric products or services but may discontinue the non-electric service or product for nonpayment. By signing up for and using any non-commodity products, you agree: (i) that any of Abundance Energy, our partners, our vendors and third parties (and each of their affiliates) if providing non-commodity products may share with Abundance Energy all information obtained by your use of the non-commodity products; (ii) Abundance Energy can share all information obtained by Abundance Energy in the course of providing electric service to you with the entity providing you the non-commodity product; (iii) even in the event there is a separate term related to the non-commodity product, for so long as you remain an Abundance Energy customer the term of the non-commodity product contract will automatically renew on a month-to-month basis so that the term of this Contract and the term of the non-commodity product agreement end at the same time; (iv) any fee associated with any non-commodity product will be in addition to the fee for your electric service; and (v) Abundance Energy is authorized to use your contact details to send you related information, alerts and updates as well as surveys about your use of any non-commodity product, and to share this information for research purposes and to help Abundance Energy market, make sales and to steer our business.

YOU FURTHER AGREE THAT ANY NON-COMMODITY PRODUCT IS SOLD AS-IS AND WHERE-IS. ABUNDANCE ENERGY IS NOT THE MANUFACTURER OR INSTALLER OF THE PRODUCT. ABUNDANCE ENERGY MAKES NO WARRANTY REGARDING THE NON-COMMODITY PRODUCT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Fourth, you are responsible for paying all applicable taxes. These might include federal, state and local taxes, fees, governmental charges, assessments and other charges imposed on you as a purchaser of electricity, imposed on Abundance Energy as a seller of electricity, or imposed on electricity sales generally. Such taxes and other charges will be identified as a separate line item or items on your bill.

Please note, if you are a tax-exempt entity, it is your obligation to notify and provide Abundance Energy with the necessary certificates and other documentation to qualify for such status prior to your bills being sent.

Fifth, we may assess any of the following fees and charges: (i) late payment penalty of 5% of a delinquent balance; (ii) an insufficient fund fee (regardless of the method of payment) of

\$25.00 for payments by made by you that are simultaneously or subsequently returned or canceled for insufficient funds or inaccurate information provided; (iii) a fee of \$10.00 per instance for issuance of an electric service disconnection notice, even if your service is ultimately not disconnected; (iv) a reconnection fee in the amount of \$30.00 per instance for each reconnection of your electric service; and (v) a disconnection fee in the amount of \$30.00 per instance for each disconnection request Company sends to TDU for Customer's account, regardless of whether your service is actually disconnected.

Finally, there could be other miscellaneous charges associated with the PUCT, the government, or other numerous factors. These charges will be passed on to you.

How often will I receive a bill? Generally, you will receive a monthly bill that will be due and payable 16 calendar days from the date shown on the bill. The bill will display the current charges and the amount due and may include line items for fees or credits including the PUCT Assessment fee or any of the other potential costs or fees described above, among other things. Despite our desire for prompt billing, you acknowledge that our ability to bill you is dependent upon our receipt of necessary information from third parties including but not limited to your TDU and ERCOT. You expressly authorize Abundance Energy to estimate usage and TDU pass through charges or and/or issue bills less frequently when Abundance Energy has not been timely provided actual meter read data or invoices for pass through charges. In such events Abundance Energy may include adjustments to a subsequent bill, consistent with the PUCT's rules. You acknowledge that Abundance Energy has the right to adjust your bill in such circumstances and to include any charges or credits necessary to correct or true up any previous estimated bills meter read errors, miscalculations of taxes, fees or other charges, billing errors or omissions or other errors or omissions. For commercial customers, demand charges (if applicable) are assessed by your TDU in accordance with the TDU's rate schedule and passed through to you, without markup by Abundance Energy, on your monthly bill.

Regardless of when you receive your bill, you agree to pay your bills on a timely basis. Bills are due 16 calendar days after the billing date on your invoice or the postmark date on the envelope, whichever is later. Bill payments are deemed past due and delinquent if not received by the close of business on the day the bill is due. If you do not pay your bill by the due date, Abundance Energy may charge you a late fee of 5% on the amount for the previous month's past due electric service and ultimately may order disconnection of your electric service.

What is the demand charge for commercial customers? Demand charges are TDU charges based on the rate at which electric energy is delivered to a single meter at a given instant or averaged over a designated period during the billing cycle. If you are a commercial customer

and have demand-metered electric service, we will pass through any demand charges from your TDU as stated in your EFL. Your TDU will calculate your monthly demand charge based on the maximum number of kW's of demand during a single 15-minute period over the month. If you have additional questions about this charge, please contact your TDU.

Does Abundance Energy have a commitment to reducing paper waste? Yes, which is why email communication is the default method for Abundance Energy. In fact, if you are a residential customer, unless you elect during enrollment to receive your monthly bill by mail via the United States Postal Service, Abundance Energy will issue bills to you via email only. If you elect to receive your monthly bill via email, Abundance Energy will not send your bill by mail via the United States Postal Service. If you do not elect to receive your bills via email, you must promptly notify us of any change in the address at which you receive mail. Furthermore, you agree to receive any and all non-billing written communications from us via e-mail, text message, or through other electronic means to the extent permitted by law in compliance with the PUCT Substantive Rules available at <http://www.puc.state.tx.us/rules/subrules/electric/index.cfm>. You consent to receive any information required to be provided to you in writing electronically, including by using the email address or the text message enabled telephone number provided by you. You must promptly notify us of any change in your email, text message enabled phone number, or other electronic address. Standard data fees and text messaging rates may apply. We will send copies of your TOS, YRAC, and EFL via email or text message; however, you may request that Abundance Energy provide you a copy of your TOS via United States Postal Service.

Can Abundance Energy disconnect your service? Yes. ABUNDANCE ENERGY MAY REQUEST DISCONNECTION OF YOUR ELECTRIC SERVICE AND TERMINATE THIS CONTRACT IF (1) YOU DO NOT PAY YOUR DEPOSIT, (2) YOU DO NOT PAY YOUR BILL IN FULL BY THE DUE DATE ON THE DISCONNECT NOTICE, OR (3) YOU FAIL TO PROPERLY PAY ANY AMOUNTS DUE UNDER A DEFERRED PAYMENT PLAN, IF APPLICABLE. Abundance Energy will provide you notice of our intention to request disconnection at least 10 calendar days before we disconnect your service, unless there is the existence of a dangerous condition at your service address or theft of service, in which case Abundance Energy will request disconnection immediately and without any notice to you. If your service is disconnected, you may be required to reapply for service and pay a new deposit. Fees associated with regaining service are in addition to disconnection and reconnection fees set forth in this Contract and in addition to any other fees that may be assessed by your TDU. Your switch to another REP will not relieve you of your obligations to pay all outstanding bills to Abundance Energy.

What if you find it hard to pay your bills? Are there options for billing? Sometimes. If you are having difficulty paying your bill by the due date, please call or email us promptly. While not guaranteed, you may be eligible for payment assistance or a deferred payment plan

arrangement. Please call Abundance Energy at 1-833-495-0127 for additional payment arrangement information.

While the terms and conditions vary significantly, Abundance Energy offers Level Billing Plans and Deferred Payment Plans. Level Billing plans are designed to help even out the highs and lows of your electric service and is based on your current plan price and historical usage. We calculate your level billing amount annually by using your historical usage from the prior year. We will calculate any difference in actual charges and the monthly level billing amount and will use this difference to calculate your next year's level billing amount. However, Abundance Energy reserves the right to remove your account from the Level Billing Plan if during a twelve-month period Abundance Energy sends you two (2) or more disconnection notices, we disconnect your service for non-payment, or your payments are returned or rejected for insufficient funds or other non-payment by your credit card or bank. In the event that we move your account from Level Billing to regular billing, the difference between your actual charges and the Level Billing Plan monthly charge will be due with your next regular bill. If you are behind on payment of your bills, we may require a down payment of more than 50% of the past due amount that you owe and that you pay the remainder of the delinquent amount in five (5) equal installments over five (5) billing cycles.

In addition, if you are behind on your payment obligations before switching over to a Level Billing Plan, we reserve the right to put a switch-hold on your account. This means that if you are disconnected for non-payment while a switch-hold is in place, a payment will be required to resume service and you may not obtain services from another REP until you pay the total deferred delinquent amount. That being said, Abundance Energy will remove the switch-hold the earlier of (i) the time that your deferred delinquent amount is paid and processed, or (ii) after you have made twelve consecutive payments with no more than one (1) late payment.

A Deferred Payment Plan is different than a Level Billing Plan. This type of plan is really an extended payment plan that allows you to pay an outstanding balance in installments over a period of time. First, you must meet our eligibility requirements. Second, Abundance Energy may require a down payment of up to 50% of the total amount due. Third, we may require you to pay the balance owed on the deferred payment plan in equal amounts over no more than five (5) billing cycles. If you establish a deferred payment plan with Abundance Energy, Abundance Energy will confirm the details of the plan in writing to you. As described above with delinquent payments under a Level Billing Plan, if you implement a Deferred Payment Plan, we may put a switch-hold on your account that will be removed only after your deferred balance is paid and processed.

Are there additional payment options for severe or extreme situations? Yes. First, Low-income customers may be eligible for unique payment assistance benefits. To be eligible you must be in SNAP or on Medicaid and the name of the program participant must be the same name on your electric bill. To apply for SNAP or Medicaid, contact your local Texas

Department of Health and Human Services office or <https://hhs.texas.gov>. Information on additional bill payment assistance programs is available from the Texas Department of Housing and Community Affairs website under Energy Assistance at <http://www.tdhca.state.tx.us/ea/index.htm>.

In addition, you have the right to apply for Critical Care Residential Customer or chronic Condition Residential Customer designation in accordance with PUCT Substantive Rule 25.497 found at:

<https://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.497/25.497.pdf>.

Please note that Abundance Energy cannot file for this designation on your behalf, and you do not file for this designation with Abundance Energy. Instead, the PUCT approved form must be submitted by facsimile or other electronic means to the TDU by a physician. If you have a person permanently residing at your service address who has been diagnosed by a physician as being dependent upon an electric powered medical device to sustain life, you may apply for designation as a Critical Care Residential Customer. If you have a person permanently residing in your service address who has been diagnosed by a physician as having a serious medical condition that requires an electric powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the condition, you may apply for designation as a Chronic Condition Residential Customer. Once you have filed for the designation, the TDU will notify you of the final status of your designation as a Critical Care or Chronic Condition Residential Customer and will notify you when such designation will expire and whether you will receive a renewal notice. The TDU will also notify Abundance Energy about your status. Designation as a Critical Care or Chronic Condition Residential Customer does not relieve you of your obligations to pay for electric service that you receive from Abundance Energy.

What if I have questions or I disagree with my bill? Please contact us via phone at 833-495-0127 Monday-Friday, 7:00 a.m.–7:00 p.m. CST, or via email at care@abundanceenergy.com. If we cannot answer your question or resolve your complaint immediately, we will promptly investigate the matter and report back to you. If for any reason you are not satisfied with our response, you may contact the PUCT. You have a right to file a complaint with the PUCT. If you have a billing or other dispute that you are not able to resolve with us, you may contact the PUCT at PO Box 13326, Austin, TX 78711-3326 or by calling (512) 936-7120 or toll free (888) 782- 8477. Hearing and speech impaired individuals with text telephones (TTY) may contact the PUCT by calling (512) 936-7136. Please see your YRAC for more information.

Can I cancel my Contract? If so, how? In general, the answer is yes. In order to cancel or terminate your service under this Contract prior to the end of the Contract term please contact Abundance Energy at care@abundanceenergy.com or (833)-495-0127. However,

there are certain terms and conditions related to cancellations you need to be aware of. Regardless of your reason for cancellation, you are responsible for the payment of all outstanding charges incurred through the date on which the TDU switches your meter away from Abundance Energy and we are no longer designated as your REP. Your obligations under the Contract will not end until your account balance (including any Early Termination Fee or penalties) is paid in full. If you properly complete your Contract term, you may simply cancel or terminate your Contract with Abundance Energy by switching to a new REP. After the end of the rescission period, if you cancel your Contract or switch to another REP during the term of the Contract and before the end of your Contract term, or if Abundance Energy terminates your Contract due to your breach of its terms, but subject to the reasonable proof of move-out described above, you agree to pay the penalty or fee for early termination indicated in the EFL (called an “ETF” or “Early Termination Fee”), if any, and you must select another REP to continue to receive electric service.

GENERAL TERMS

Assignment: You may not assign this Contract, in whole or in part, or any of the rights or obligations hereunder without the prior written consent of Abundance Energy, to be determined in its sole discretion. We reserve the right to assign your contract to another REP in the event of an acquisition, merger, bankruptcy, or other similar event. Should this take place, we will provide notice to you.

Nondiscrimination: Abundance Energy does not deny service or require a prepayment or deposit for service or otherwise discriminate based on your race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, disability, familial status, your location in an economically distressed geographic area, or qualifications for low income or energy efficiency services. Abundance Energy does not use a credit score, a credit history or utility payment data as the basis for determining the price for electric service for products with a contract term of 12 months or less.

Limitations of Liability: You agree that force majeure events, including acts of God, acts of any governmental authority, acts of terrorists, major accidents, strikes, events of force majeure occurring with respect to the TDU, ERCOT, or other third party systems, or any other causes and events outside of our control may result in interruptions in service and that we will not be liable for those interruptions. You agree that Abundance Energy is not responsible for generating, transmitting, or distributing electricity to your service address and that we will not be liable with respect to any third party services, including but not limited to failures of the TDU. You agree that Abundance Energy’s liabilities under the Contract, for whatever reason, shall be limited to direct actual damages only. Moreover, neither you nor Abundance Energy shall be liable to the other for consequential, incidental, punitive, exemplary, or indirect damages of any kind. You waive all other remedies at law or in equity. These limitations apply

without regard to the cause of any liability or damage, including if the damages result from sole, joint, concurrent, or active or passive negligence. Finally, there are no third party beneficiaries to this Contract.

Representations and Warranties: Abundance Energy provides no representations regarding renewable energy and does not guarantee that the electricity energy directly delivered to your location is renewable energy. Your purchase of a renewable product simply ensures that renewable energy equal to your paid electricity usage is produced using renewable energy resources. Abundance Energy reserves the right to purchase and retire renewable energy certificates or “RECs” which represent proof that the electricity purchased was generated from a renewable energy source.

Customer Protections Waiver for Large Commercial Meters: If you are a non-residential customer with an annual 15-minute peak demand calculation equal to or exceeding 50kW during any 12-month period, then, to the extent allowed by law, you acknowledge and agree that the customer protection rights prescribed in your Contract documents and PUCT Substantive Rules §25.471 do not apply. Applicable rules can be found at <https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>.

BESIDES THE FOREGOING, ABUNDANCE ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SOURCES FROM WHICH YOUR ELECTRICITY IS DERIVED. MOREOVER, ABUNDANCE ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO YOUR ELECTRICITY OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS CONTRACT AND ABUNDANCE ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO YOUR ELECTRICITY WHETHER WRITTEN OR VERBAL, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Miscellaneous: This Contract contains the entire agreement between you and Abundance Energy with respect to your electric service and supersedes all prior contracts or agreements (oral or written) between you and Abundance Energy with respect to the subject matter of this Contract. Notwithstanding anything to the contrary, if any provision of this Contract is deemed to be invalid, illegal or otherwise unenforceable, you and Abundance Energy agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If any such provision cannot be modified in a manner that would make it valid, legal and enforceable, such provision shall be severed from this Contract, and all other provisions hereof shall remain in full force and effect. Any failure on Abundance Energy’s part at any time to enforce any term or condition of our service or to exercise any right under this Contract shall not be considered a waiver of our right thereafter to enforce each and every such term and condition or to exercise such right or any other right under this Contract.

THIS CONTRACT IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS. THE TEXAS UNIFORM

COMMERCIAL CODE (which can be viewed at <https://statutes.capitol.texas.gov/?link=BC>) APPLIES TO THIS CONTRACT AND ELECTRICITY IS DEEMED A "GOOD." YOU CONSENT TO PERSONAL JURISDICTION IN TEXAS AND AGREE THAT THE RESOLUTION OF ANY DISPUTE MUST BE BROUGHT, FILED AND MAINTAINED EXCLUSIVELY IN TEXAS, REGARDLESS OF WHO INITIATES THE ACTION.

YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THIS CONTRACT. YOU HEREBY (i) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ABUNDANCE ENERGY OR ANY THIRD PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ABUNDANCE ENERGY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION, CLAIM OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER.

Attorney Fees and Expenses: If you breach this Contract, you will be responsible to Abundance Energy for any and all fees or charges, including reasonable attorney fees and court costs, incurred by Abundance Energy, whether through filing a lawsuit, referring a delinquent balance to a collection agent for collection, or collecting your outstanding balance through bankruptcy or other judicial proceedings.

Title, Risk of Loss and Indemnity: Abundance Energy ceases to have title to and risk of loss related to the electricity at the point where a third party transmission or delivery system connects with the TDU system. You shall be deemed to be in exclusive control of the electricity after it reaches your electric meter. You are responsible for any damages or injury caused once you are in exclusive control. You agree to indemnify, defend and hold Abundance Energy harmless from any and all claims for any loss, damage or injury to persons or property, including but not limited to all consequential, exemplary or punitive damages arising from or related to any act or omission occurring after the interconnection of the TDU transmission or delivery system with your meter.

Electronic Signature: By accepting the terms of service online, you are executing this Contract electronically. This Contract does not have to be executed by the Company to be valid. You agree to execute such other and further documents as may be reasonably necessary to evidence or carry out the terms and provisions of the Contract, including online forms.