



The following Terms of Service (these “TOS”) explain the terms and provisions applicable to your purchase of Residential Electric Service (“RES”) from Power of Texas, Inc. (“POTX”, “we”, “our” and/or “us”), a Retail Electricity Provider (“REP”) in the State of Texas. Customer means the applicant for RES whose name appears on the Enrollment Authorization (as hereinafter defined), such person’s spouse, or an authorized agent thereof (“Customer”, “you” and/or “your”). The TOS, Enrollment Authorization, Electricity Facts Label (“EFL”), and Your Rights as a Customer (“YRAC”), (collectively, your “Contract”), may be amended from time to time. By accepting RES from POTX, you agree to be bound by the terms of your Contract. For specific information concerning your Product (as hereinafter defined), refer to your EFL. References to the Public Utility Commission of Texas (“PUCT”) and the Substantive Rules Applicable to Electric Service Providers, as amended (the “PUCT Rules”) may be accessed online at <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>.

#### **Contact Information**

Address: Power of Texas, P.O. Box 52010 Houston, TX 77052

Email: [customercare@poweroftexas.com](mailto:customercare@poweroftexas.com)

Website: [www.poweroftexas.com](http://www.poweroftexas.com)

Phone (toll-free): 888.500.8348

Customer Care: M-F 8 a.m.-7 p.m. and Sat 10 a.m.- 2 p.m. CST

Fax: 888.828.4182

Please contact POTX if your contact information changes. Your Contract is available in Spanish by contacting us at 888.500.8348. Usted puede obtener los documentos de su contrato comunicándose con nosotros al 888.500.8348.

**Purchase and Sale of Electricity:** You agree to purchase RES from us for the Electric Service Identifier (the “ESI ID”) at your service address(es) during the Term (as hereinafter defined). The type of RES that you receive will be either a “Fixed Rate Product” or a “Variable Price Product” (in each case, the “Product”).

**Term:** You select the Term of your Contract (the “Term”) in your Enrollment Authorization. The Term begins on (i) the date you switch to POTX (for either a standard switch or self-selected switch); or (ii) the date on which your meter is activated (for a new RES or move-in), and ends on the first meter read date following i) the end date specified in your Enrollment Authorization; or ii) the date your Contract terminates or is otherwise earlier canceled by you or by POTX. Upon request, we will provide the estimated start date and end date for your Contract. This information can also be found on the back of your monthly bill.

**Renewal of RES:** If your Contract Term is greater than thirty-one (31) days, at least thirty (30) days (or one billing cycle), but not more than sixty (60) days (or two billing cycles), prior to your Contract expiration, POTX will send you notice thereof. If you take no action, you will continue to receive RES from POTX under a default renewal Product on a month-to-month basis, which may be cancelled by you at any time with no fee. You will receive an EFL for the default, month-to-month renewal Product with your Contract expiration notice and these TOS still apply.

**Pricing Information:** The total price per Kilowatt-hour (“kWh”) for RES (“Service Rate”) includes: i) “Monthly Service Fee”: a fixed amount per month, plus ii) an “Energy Charge”: a rate per kWh consumed, plus iii) “TDU Delivery Charges”: a) recurring Transmission and Distribution Utility (“TDU”) charges for delivery of RES; and b) recurring Electric Reliability Council of Texas (“ERCOT”) or Texas Regional Entity (“TRE”) administrative fees charged to POTX. The Service Rate does not include: a) “Taxes”: any federal, state and local taxes, fees, governmental charges, and assessments presently or hereafter imposed on you as purchaser of RES, on us as seller of RES, or on RES transactions, including gross receipts taxes, municipal administrative fees, and generation, utility, TDU, regulatory, BTU or RES taxes and assessments; or b) “Non-Recurring Charges”: any non-recurring charges assessed by the TDU or by us. Your TDU bills POTX Non-Recurring Charges for a switch request, move-in, priority move-in, out-of-cycle meter read, meter installation, disconnection or reconnection. Such Non-Recurring Charges are passed through to you as separate line items on your bill. The Non-Recurring Charges are determined by your TDU, approved by the PUCT, and are subject to change at the TDU’s discretion. A list of the current charges can be found at: <http://puc.state.tx.us/industry/electric/rates/TDR.aspx>.

**Fees:** In addition to any Non-Recurring Charges, you may be charged any of the following: i) Late Payment Charge equal to five percent (5%) of uncontested past due balance(s) owed to POTX, plus interest; ii) Returned Payment Charge of up to twenty-five dollars (\$25.00) for each check returned due to insufficient funds, or up to ten dollars (\$10.00) for each payment transaction unpaid or not processed due to returned electronic fund transfers or rejected credit card transactions; iii) Early Termination Fee set forth in your EFL and in these TOS; iv) Disconnection Fee of up to thirty dollars (\$30.00); v) Reconnection Fee of up to thirty dollars (\$30.00); vi) Disconnection Notice Charge of up to twenty dollars (\$20.00); (vii) Payment Assistance Fee of up to five dollars (\$5.00); (viii) Document Processing Fee of up to five dollars (\$5.00) per document; ix) charges obtained from third-party payment vendors and/or payments made by credit card may be charged up to five dollars (\$5.00). The Service Rate, Taxes and any Non-Recurring Charges are reflected on your bill collectively as “Current Charges”.

**Changes in Price:** The price payable for RES may only change consistent with the PUCT Rules and your EFL. **Fixed Rate Product:** Service Rate may change to reflect changes a) in TDU charges; b) to ERCOT or TRE administrative fees; or c) resulting from federal, state or local laws that impose new or modified fees or costs. **Variable Price Product:** Service Rate fluctuates on a month-to-month basis per your EFL. The price applied in the first billing cycle may be different from the price in your EFL if there are changes in TDU charges, ERCOT or TRE administrative fees, or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs. The length of your first billing cycle will depend on your enrollment date and TDU meter read date, and may vary from your normal meter read cycle. You may monitor Variable Price Product rates and view historical prices at [www.poweroftexas.com/variablepricehistory](http://www.poweroftexas.com/variablepricehistory) or call us toll-free at 888.500.8348.

**Billing and Payment:** You will receive a monthly bill with all Current Charges for your most recent cycle (approximately 30 days). The bill is based on your actual RES usage (determined by the TDU meter read cycle for the ESI ID(s) at your service address(es)). If we do not receive this information prior to issuance of your bill, we may calculate your bill based on estimated meter readings. Once your actual meter readings are received, we will issue a new bill or make adjustments to a subsequent bill. All bills are in writing and delivered via electronic mail or the United States Postal Service, as agreed between you and POTX. Paper bills are delivered at the billing address specified in your Enrollment Authorization, unless otherwise instructed by you. You agree to pay all Current Charges on or before the Due Date (as hereinafter defined). Your bill is past-due if not paid within sixteen (16) calendar days from the date of the bill (if such day is not a business day, then payment is due on the next business day) (the “Due Date”). If you do not pay your bill by the Due Date, we may charge you a Late Payment Charge of five percent (5%) on the past-due amount. Bills may be paid



by any of the following methods: i) **Cash**: you may pay with cash at Ace Cash Express. To find a location in your area, call 877.346.3223; ii) **Personal Check**: you may pay by personal check via USPS to the address stated on your bill; iii) **Recurring Bank Draft**: you may pay by automatic bank draft on a recurring basis; iv) **Recurring Credit Card Payment**: you may pay by American Express, Visa, MasterCard, or Discover on a recurring basis; v) **Online Account Management**: you may view your account online through our My Account platform and you may pay by e-check, credit or debit card; vi) **Online Through Your Bank**: you may pay using your bank's online bill pay; and/or vii) **Customer Care Center**: you may call us directly to pay via bank draft, credit or debit card. Any check and/or electronic or automated transfer that is returned for insufficient funds is considered a non-payment and may lead to a disconnection of your RES. If you are assessed two (2) or more Return Payment Charges in twelve (12) months, you must pay by money order or in cash. We are not responsible for notifying you of bounced checks or returned electronic payments. For additional details about setting up recurring payments or managing your bills online, contact POTX at 888.500.8348, email [customercare@poweroftexas.com](mailto:customercare@poweroftexas.com) or visit [www.poweroftexas.com](http://www.poweroftexas.com). If you fail to pay your bill by the Due Date and we i) refer your outstanding balance to an attorney or collection agency for collection, or ii) file a lawsuit or otherwise collect your outstanding balance through probate, bankruptcy or other judicial proceedings, you agree to pay all reasonable fees and expenses (including attorney's fees) incurred by POTX in the collection process. We may also report information about your account to credit bureaus. To learn more about your bill, visit [poweroftexas.com/glossary](http://poweroftexas.com/glossary).

**Alternate Billing and Payment Options**: Please contact us if you anticipate difficulty paying your bill by the Due Date, and we will inform you of all payment options and billing assistance programs and the eligibility requirements and procedures to apply for each option/program. We offer the following billing and payment assistance programs: i) Our **Level Payment Plan** offers a consistent monthly bill so you can plan your budget for a twelve (12) month period (the "**Plan Period**"). We review your usage from the previous year for the same time period and apply your current Service Rate to such usage. Each bill will be averaged to establish the amount that you pay each month ("**Level Payment Amount**"). Your bill will show your actual usage and actual bill amounts, but you are only required to pay the Level Payment Amount. The cumulative difference between your Level Payment Amount and your actual bill amount will be reflected on your bill. Periodically we will review your account to determine if your Level Payment Amount is appropriate; if your actual bill amounts are substantially greater or less than your Level Payment Amount, we will adjust your Level Payment Amount accordingly for the remainder of the Plan Period. At the end of the Plan Period, we will calculate the difference between your actual bill amounts and your Level Payment Amount, and we will a) credit your account for any overbilling; b) charge your account for any under-billing and apply that amount to your next Plan Period; and c) recalculate your Level Payment Amount for the next Plan Period. The Level Payment Plan does not affect your obligation to pay us for all actual billed amounts during the Plan Period. The Level Payment Plan is available if you are not currently delinquent in payment(s) to POTX. Payments under the Level Payment Plan are subject to these TOS. If you are delinquent in payment when you enter into the Level Payment Plan, POTX may require you to pay up to fifty percent (50%) of the delinquent amount then due. The remaining delinquent balance will be a) paid in equal installments over five (5) billing cycles, unless you agree to fewer installments; or b) included in calculating the Level Payment Amount. If we require you to pay the delinquent balance in installments, we will provide you a written Deferred Payment Plan (as hereinafter defined).

ii) Our **Bill Payment Assistance Program** provides payment assistance if you have experienced an emergency or temporary financial hardship, and is funded in part by voluntary contributions from POTX customers. You may contribute to the Bill Payment Assistance Program on your bill each month. Distributions through this program are not based on race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, disability, familial status or location of Customer in an economically distressed geographical area. iii) Our **Deferred Payment Plan** allows you to pay an outstanding invoice in installments that extend beyond the Due Date of your current bill, and is offered if a) your Due Date occurs during July, August or September; b) your Due Date occurs during January or February and your TDU has notified the PUCT of an extreme weather emergency that lasts for at least five (5) consecutive days in your area; or c) you have been under-billed in the amount of fifty (\$50.00) or more (unless due to theft of service). You may also request a Deferred Payment Plan or a Level Payment Plan if: a) you qualify as a Critical Care Residential Customer or Chronic Condition Residential Customer as defined in Section 25.497 of the PUCT Rules (<http://puc.state.tx.us/agency/ruleslaws/subrules/electric/Electric.aspx>); or b) you have expressed an inability to pay POTX. However, the Deferred Payment Plan is not available if a) your RES has been disconnected during the preceding twelve (12) months, b) you have been assessed at least two (2) Return Payment Charges during the preceding twelve (12) months, or c) you have received RES from POTX for less than three (3) months and lack sufficient credit or satisfactory history of payment from your previous REP. Your Deferred Payment Plan will be confirmed in writing from POTX, and a copy will be provided to you for your records. If you do not abide by the terms of the Deferred Payment Plan, POTX may disconnect your RES as provided herein. iv) A **Switch-Hold** will apply if you enter into a Deferred Payment Plan or a Level Payment Plan with respect to any past-due amount, which means you will be unable to buy RES from another REP until you pay the total past-due amount to POTX. A Switch-Hold will be removed after your past-due balance is paid and processed. While a switch-hold applies, if you are disconnected for non-payment, you must pay POTX as provided herein to reconnect your RES.

**Credit Requirements and Deposits**: We may require you to demonstrate and maintain satisfactory credit as a condition of providing RES in accordance with our internal credit policies ("**Credit Requirements**"). You hereby authorize us to access and use your information to review your credit history. You will be deemed to have met our Credit Requirements if you are at least sixty-five (65) years of age and you do not have a delinquent balance with your current REP, or you have been a victim of family violence and can provide a certification letter from the Texas Council on Family Violence to us by fax at 800.871.7988. If you are a new Customer, you may have to provide a deposit before receiving RES if you do not meet our Credit Requirements. If you are an existing Customer, you may also be required to provide a deposit if i) you have been late paying your bill more than once during the last twelve (12) months; or ii) your RES has been disconnected for non-payment. You may be required to pay an additional deposit to receive RES if i) the average of your actual bills for the last twelve (12) months is at least twice the amount of the original average of your estimated annual bills when you initiated RES with us; and ii) a termination or disconnection notice has been issued to you or your account has been disconnected within the previous twelve (12) months. The total amount of your deposit will not exceed the greater of either i) the sum of the next two (2) months of your estimated billings; or ii) one-fifth (1/5) of your estimated annual billings. If we hold your cash deposit longer than thirty (30) days, your deposit will accrue interest from the day we receive it at the interest rate established annually by the PUCT. We will credit any accrued interest on your deposit to



your account either on your January bill each year or on your final bill. If you have not had any late payments for twelve (12) consecutive months, we will apply your deposit plus accrued interest to your account. If we are no longer your REP and an outstanding balance remains on your account, we will apply the deposit plus accrued interest against any outstanding balance on your final bill. We will bill you for any remaining balance, which will be due upon receipt, payable in accordance with the terms of these TOS. We will refund any credit balance to you or transfer the credit balance to your new REP, at your request and with your new REP's consent.

**Right of Rescission:** If you switch to POTX from another REP, you have the right to rescind your Contract without a fee by contacting us before midnight of the third federal business day after the date you receive these TOS. To rescind your Contract, you may contact us Monday - Friday 8:00am - 7:00pm CST and Saturday 10:00am - 2:00pm CST at:

Phone: (toll-free): 888.500.8348 | Fax: 888.828.4182 Email: [customer@poweroftexas.com](mailto:customer@poweroftexas.com)

Please include the following information: (1) rescission request; (2) your name, service address, and phone number; and (3) your account number or ESI ID number

**Early Termination of Your Contract:** If you terminate your Contract before expiration of your Term (including a switch to a new REP), you agree to pay the fee for early termination indicated in your EFL, if any ("Early Termination Fee" or "ETF"). The ETF for a Fixed Rate Product with a Term of twelve (12) months or less is two hundred and 00/100 dollars (\$200.00), the ETF for a Fixed Rate Product with a Term greater than twelve (12) months is three hundred and 00/100 dollars (\$300.00), and the ETF for online enrollments is one hundred fifty and 00/100 dollars (\$150.00). No ETF applies if you are enrolled in a Variable Price Product. If you move from your existing service address(es) during the Term and provide us a forwarding address or other evidence that you no longer occupy the service address(es) covered by your Contract, you will not be responsible for the ETF. In order to ensure timely processing, notify us at least three (3) business days before the requested termination date. Even if you are not obligated to pay the ETF, you are obligated to pay us any outstanding amounts owed for RES you received under your Contract prior to termination.

**Disconnection of Your RES:** In accordance with your Contract and Section 25.483 of the PUCT Rules (<http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>), we may disconnect your RES if you i) fail to pay any undisputed amount(s) on the Due Date (or fail to make deferred payment arrangements as provided herein), ii) fail to pay a deposit when required herein, or iii) violate these TOS by using your RES in a manner that interferes with the RES of others or the operation of nonstandard equipment (if a reasonable attempt has been made to notify you and you are provided an opportunity to remedy the situation) (the events in i) through iii) each a "Disconnection Event". We will notify you in writing at least ten (10) calendar days before we disconnect your RES to provide you an opportunity to remedy the Disconnection Event. Notwithstanding the above, pursuant to Section 25.483(d) of the PUCT Rules (<http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>), we may request immediate disconnection of your RES without prior notice to you under specific situations, including the existence of a dangerous condition at your service address(es) or theft of your RES. If your RES is disconnected and not subsequently reconnected within five (5) business days, i) we will terminate your Contract upon notice to you; ii) your account will be deactivated; and (iii) in addition to being responsible for paying any outstanding fees and charges incurred prior to disconnection, you may be required to reapply for RES with us and pay a new deposit if you wish to re-establish RES with us. If the interruption, suspension or disconnection of your RES creates a dangerous or life-threatening condition to anyone permanently residing at your service address(es), you may qualify as a "Critical Care Residential Customer" or "Chronic Condition Residential Customer" pursuant to Section 25.497 of the PUCT Rules (<http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>). For important information on eligibility and payment assistance offered to Critical Care Residential Customers and Chronic Condition Residential Customers, please review your YRAC or contact POTX toll-free at 888.500.8348 Mon - Fri 8:00am - 7:00pm CST and Sat 10:00am - 2:00pm CST.

**Refusal of RES; Antidiscrimination:** We may refuse to provide RES to you for one or more of the reasons specified in Section 25.477(a) of the PUCT Rules (<http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>). If we deny RES to you, we will provide written notice to you of the reason(s) that RES is denied. POTX cannot deny RES or require a prepayment or deposit for RES based on your race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficient RES. We cannot use a credit score, a credit history, or utility payment data as the basis for determining the price for RES for Products with a Term of twelve (12) months or less.

**Power Outages and Emergencies:** To report RES interruptions, outages or emergencies, or to obtain the steps necessary to have RES restored or reconnected after an involuntary suspension or disconnection, please contact POTX as provided in these TOS. You may also call your TDU directly at the telephone number listed below 24 hours a day, seven days a week:

AEP Texas Central: 866.223.8508 (toll-free)      AEP Texas North: 866.223.8508 (toll-free)  
CenterPoint Energy: 800.332.7143 (toll-free) or 713.207.2222      Oncor Electric Delivery: 888.313.4747 (toll-free)  
Texas New Mexico Power: 888.866.7456 (toll-free)      Sharyland Utilities: 956.687.5600

**Disputes or Complaints:** If you have any disputes, questions, concerns, or complaints about POTX, a bill or any provisions in your Contract, please contact us as provided in these TOS. In the event we cannot immediately respond to your question, dispute or complaint, we will promptly investigate the matter and report our findings to you. You are not required to pay the disputed portion of your bill while we are reviewing your claim. However, if it is determined that you owe any disputed portion of a bill, we will include such disputed amount on your next bill. All disputed amounts that are determined to be payable by Customer shall accrue interest from the Due Date until the date payment is actually made at a rate equal to the interest rate established annually by the PUCT. If for any reason you are not satisfied with our response to any dispute, question or complaint, you may file a complaint with the PUCT as follows:

Public Utility Commission of Texas      Phone: 512.936.7120; Toll Free: 888.782.8477      Website: [www.puc.state.tx.us](http://www.puc.state.tx.us)  
Consumer Protection Division      Fax: 512.936.7003      TTY: 512.936.7136  
P.O. Box 13326, Austin, TX 78711-3326      Email: [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us)      Relay Texas (toll free) 800.735.2989



**Force Majeure:** If we are unable to carry out, in whole or in part, our obligations under your Contract as the result of Force Majeure, then our obligations so affected by Force Majeure shall be excused to the extent and for the duration of such Force Majeure. We will take reasonable steps to remedy the cause or effect of the Force Majeure and resume performance under this Contract. “**Force Majeure**” means any act or event that is beyond the reasonable control of, and without the fault or negligence of, POTX. Force Majeure includes, but is not limited to, an act of God; labor disturbance; an act by a public enemy; terrorism; war; insurrection; riot; embargo; fire; storm; lightning; flood; explosion; breakage or required maintenance of machinery or equipment; accidents; acts of any court or governmental entity (including but not limited to the PUCT or ERCOT); inability to access the TDU or ERCOT systems; nonperformance by the TDU or ERCOT; nonperformance by any other entity which impacts your Contract, including but not limited to aggregators, other REPs, qualified scheduling entities and the respective employees and agents of such entities; a curtailment order, regulation, or restriction imposed by governmental, military or lawfully established civil authority; and any other condition beyond the control and without the fault of POTX.

**Limitation of Liability:** YOU AGREE THAT EVENTS OF FORCE MAJEURE MAY RESULT IN INTERRUPTIONS IN RES; WE ARE NOT LIABLE FOR THOSE INTERRUPTIONS. YOU ALSO AGREE THAT I) WE ARE NOT RESPONSIBLE FOR GENERATING YOUR RES OR FOR TRANSMITTING AND DISTRIBUTING RES TO YOUR SERVICE ADDRESS(ES); AND (II) POTX IS NOT LIABLE WITH RESPECT TO ANY THIRD PARTY SERVICES. TO THE EXTENT THAT EITHER PARTY IS RESPONSIBLE FOR DAMAGES TO THE OTHER PARTY HEREUNDER, THEN, EXCEPT AS EXPRESSLY PROVIDED HEREIN, ANY SUCH DAMAGES WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AS THE PARTY'S SOLE AND EXCLUSIVE REMEDY, AND EACH PARTY WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT, CONTRACT OR OTHERWISE. THESE LIMITATIONS WILL BE WITHOUT REGARD TO CAUSE, INCLUDING THE NEGLIGENCE OF EITHER PARTY. THERE ARE NO THIRD PARTY BENEFICIARIES TO YOUR CONTRACT.

**Representations and Warranties:** We represent and warrant that your RES meets the quality standards of your applicable TDU and will be supplied from a variety of sources. WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN YOUR CONTRACT, AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, CONFORMITY TO MODELS OR SAMPLES AND FITNESS FOR A PARTICULAR PURPOSE. You represent and warrant that you enter into your Contract as principal and/or that the person signing your Contract on your behalf (if applicable) has the authority to bind you to your Contract.

**Amendment:** POTX can amend your Contract and/or the price of any Products in accordance with Section 25.475(d) of the PUCT Rules (<http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>). We may not amend the Term under your Contract. For material changes to the terms and conditions of your Contract (other than price and Term), we will notify you in writing at least fourteen (14) days before any such change to your Contract will be applied to your bill or take effect. Notice is not required for a change that is beneficial to you. If the Contract change(s) are not acceptable to you, you may terminate your Contract within fourteen (14) days following the date POTX sends notice of such change(s) without penalty by providing notice of such termination to us.

**Regulatory Changes:** If, during the Term of this Contract, the PUCT, ERCOT, the Texas Comptroller's Office or any other governmental body or agency with jurisdiction over Texas REPs approves changes that impact the cost to provide RES to you, we reserve the right to adjust the prices, terms, rates, riders, fees, tariffs or any other charges under your Contract accordingly pursuant to Section 25.475(e) of the PUCT Rules (<http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>).

**Survival:** Obligations regarding indemnity, payment, limitations of liability and waivers will survive the termination or expiration of your Contract.

**Unenforceability:** In the event your Contract is rendered unenforceable or illegal due to a new law or change in law enacted during the Term, then either party hereto may terminate your Contract without the consent of, and upon thirty (30) days' written notice to, the other party. Upon termination, you will remain obligated to pay POTX any amounts owed for RES supplied to you prior to such termination. If you exercise the termination right described herein, you will remain obligated to pay the ETF stated in your EFL.

**Governing Law and Jurisdiction:** YOUR CONTRACT WITH POTX IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS. EXCLUSIVE JURISDICTION AND VENUE FOR ANY CONTROVERSY ARISING UNDER OR RELATING TO YOUR CONTRACT SHALL BE LOCATED IN THE STATE COURTS OF HARRIS COUNTY, TEXAS OR THE FEDERAL COURTS IN THE SOUTHERN DISTRICT OF TEXAS HAVING JURISDICTION OVER SUCH ACTION (AND EACH PARTY WAIVES ANY RIGHT TO OBJECT TO VENUE IN THIS REGARD).

**Assignment:** You may not assign your Contract, in whole or in part, without our prior written consent. POTX may, without your consent, i) as part of any financing or other financial arrangements, assign, sell or pledge your Contract and/or its accounts, revenues, or proceeds arising under or relating to your Contract; or ii) assign your Contract to an affiliate of POTX or to any other person or entity succeeding to all or a substantial portion of the assets of POTX.

**Waiver:** If either party waives any default or non-performance, such waiver will not be construed as a waiver of any other default or non-performance by such other party, whether of a like kind or of a different nature.

**Title, Risk of Loss and Indemnity:** Title to and risk of loss related to RES shall transfer from us to you at the point where the TDU facilities interconnect with your meter, and you are deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of RES after it reaches your meter. You agree to indemnify, defend and hold POTX harmless from any and all claims for any loss, damage, or injury to persons or property, including without limitation, all consequential, exemplary, or punitive damages, arising from or related to any act or incident occurring after title to RES passes to you.

**Entire Agreement:** Your Contract (and all attachments or documents related thereto) constitute the entire agreement between the parties relating to the subject matter hereof. Any other agreements, whether written or oral, between the parties concerning the subject matter of your Contract are hereby superseded.