

Welcome to RepCo!

PUCT REP Cert. No. 222333

Legal Name: BigEnergy LLC dba RepCo

Website: demo.lonestarbillpro.com

Hours of Operation: Mon-Fri 9am-5pm CST

Mailing Address: PO BOX 123, HOUSTON, TX 77007

Toll Free Telephone Number: 888-555-6666

Toll Free Facsimile Number:

Email Address: customerservice@repco.com

Residential Terms of Service Agreement

for

RepCo

Version V20240830

Thank you for selecting RepCo as your retail electric provider (REP). This Terms of Service Agreement (TOS), together with your enrollment authorization in writing, by telephone or the internet, the Electricity Facts Label (EFL), and the Your Rights as a Customer (YRAC) disclosure, as each may hereafter be amended, set forth your contract for service with RepCo (contract). As your REP, RepCo will arrange for the delivery of electricity to your service address from the Transmission and Distribution Service Provider (TDSP) in your area. References to the PUCT or ERCOT shall mean the Public Utilities Commission of Texas and the Electricity Reliability Council of Texas, respectively. References to "we", "our" and "us" refer to RepCo.

Service Term. Your contract term is set forth in the EFL. Your service with us will begin on the date of your first meter read following your confirmed enrollment with us and will continue for the period stated in the EFL. Thereafter, your service with us will continue on a month-to-month basis, until you select another RepCo electricity product, switch to another REP, or your service is terminated or disconnected by us.

Provisions for Variable Price Products (Month to Month). Variable price products are only month-to-month and have a contract term of 31 days or less and a price that may vary without advance notice according to a method determined by the provider. The price of a variable price product can change after the first billing cycle at the discretion of the provider without contacting the customer first. An introductory rate may apply.

Right of Rescission. If are switching service at your existing service address, then you may rescind your contract and cancel your service with us without penalty or fee within three federal business days after you receive this Terms of Service document by contacting us at the telephone number, facsimile number or email address set forth in this TOS. Please include your name, service address and RepCo account number. This right of rescission does not apply if you are moving into a new service address.

Cancellation. If a penalty or fee for early cancellation is stated in the EFL, then you agree to pay such penalty or fee for early cancellation cancel if you cancel your contract before the end of your contract term. If you move to another premises and provide a valid forwarding address to us, then you may terminate your service without penalty or fee prior to the expiration of your contract term. We may require you to provide sufficient evidence that you have moved and no longer occupy the premises covered by your contract. Irrespective of the termination or disconnection of your service with us or the cancellation of your contract, you will nonetheless be responsible for all charges for electricity service due through the date on which your electricity service with us ceases, as well as all other fees, charges and amounts due under your contract and/or applicable law.

Disconnection of Service. We may authorize the disconnection of your electric service, after proper notice, at any time after the disconnection date stated in the notice for any of the following reasons: (1) your failure to pay any required deposit; (2) your failure to pay any bill for electric service owed to us or to make deferred payment arrangements by the date of disconnection stated on a disconnection notice; (3) your failure to comply with the terms of a deferred payment agreement; (4) using service in a manner that interferes with the service of others; (5) the operation of nonstandard equipment; or (6) failure of a guarantor comply with the terms of an agreement to pay any guaranteed payment amount.

In addition, we may authorize the disconnection of your electric service immediately and without prior notice for any of the following reasons: (1) a dangerous condition exists at your service address; (2) there is evidence of theft of service; (3) service is connected without authority by a person who has not made application for service; (4) service is reconnected without authority after

disconnection for nonpayment; or (5) there has been tampering with the equipment of the TDSP.

Pricing. The pricing for your electricity service will be as described in the EFL. Prices set forth in the EFL include recurring charges that we must pay on your behalf to the TDSP, together with other charges and fees authorized by the PUCT. You will also be responsible for payment of all non-recurring fees and charges that are charged by us and/or the TDSP. TDSP non-recurring fees include but are not limited to, service connection, disconnection, out-of-cycle meter reads, and/or reconnection fees, for specified services provided to you. TDSP non-recurring charges will be itemized on your bill. Your bill will also include taxes and other governmental charges applicable your service. You agree to pay the price stated in the EFL and all amounts indicated on your bill.

We may assess the following fees and charges:

- \$25.00 for each transaction that is not processed due to insufficient funds, inaccurate payment information, or disputed authorization, by any method of payment, including, but not limited to, returned checks, returned or rejected electronic funds transfers, failed auto-payment plan transactions, or rejected credit/debit card transactions.
- Late payments, delinquent or past due balances may result in a one-time fee of 5 percent of each current months billing that is past due.
- All collection fees and expenses associated with any and all attempts to collect amounts owed by you; provided, that a minimum fee of \$25.00 shall be charged for each bill with a past due balance that is submitted to a third party collection agency or agent.
- \$25.00 each time full payment is not made prior to the expiration date stated in any disconnection notice issued by us (Disconnect Process fee).
- Fees agreed to by you, whether at the time of enrollment or otherwise, for additional services, including but not limited to, expedited connection services, out-of-cycle meter reads, and/or other services or products, whether assessed by us our the TDSP.
- \$25.00 each time we process a transaction requesting that the TDSP reconnect your service (Reconnect Process fee).

We may from time to time authorize third parties to accept payments from you on our behalf at various locations (e.g., a check cashing store or bill payment center). If you elect to make a payment at one of these locations, such third party will charge you a fee not to exceed \$3.00 per payment in order to process your payment.

Your pricing for any given billing cycle will be as stated in the ELF. Pricing is determined based upon the type of product that you choose to purchase (i.e., whether you chose a fixed rate product or a variable price product, under a month-to-month or term contract).

Pricing Changes. We may only change the price of a fixed rate product during the contract term in accordance with its EFL and solely to reflect actual changes in the TDSP charges, changes to the ERCOT or Texas Regional Entity (TRE) administrative fees charged to loads, or changes resulting from federal, state or local laws that impose new or modified fees or costs on a REP that are beyond the REPs control. We may change pricing for variable price products at any time, subject to the EFL, without prior notice. Price changes for fixed rate products consistent with this paragraph do not require prior notice but bills for fixed rate products that reflect a price change will contain a notice that the price has changed.

Contract Changes other than Price. We may make changes to the terms or conditions of your contract (other than contract length) at any time; provided that pricing changes shall be made in accordance with the preceding paragraph. If there is a change to your contract, we will notify you in writing at least 14 calendar days before the effective date of any such change. You will have the right to cancel your contract or service without penalty or fee prior to the effective date of such change. If you do not cancel your contract, the change will become effective on the date stated in the notice. Notice is not required for any change to your contract that benefits you.

Contract Expiration Notice. If the product you chose to purchase is a term contract (a contract with a term in excess of 31 days), a contract expiration notice will be sent to residential customers at least 30 days prior to the end of the initial contract term set forth in the EFL. If you fail to take action to ensure that you continue to receive retail electric service from us upon the expiration of your contract, then you will continue to be served by us automatically following the end of your contract term pursuant to a default renewal product, which shall be a month-to-month product.

Default Renewal Product. The Default Renewal Product applies to customers whose contract term has expired and who have not selected a new fixed rate contract term. You will not experience any interruption in your electric service, as we will automatically continue under RepCo's month-to month variable rate plan product at the then current price. Your price will vary according to a

method determined by RepCo as set forth in the EFL provided with your contract expiration notice. A Customer's account that has transitioned to a Default Renewal Product may contact RepCo to lock in a fixed rate contract term at any time and there will be no termination fee associated with making this change. The fixed rate for any new plan will be based on the available market rate and term at the time the Customer elects to change the plan.

Billing and Payment. We will bill you on a monthly basis for products and services, as applicable, together with other charges required or permitted by law. Your bill will include charges on behalf of your TDSP for certain products and services, as applicable, provided to you by your TDSP. We have no control over, or responsibility for, the pricing, amount or quality of products or services that your TDSP provides. Bills are due and payable on the 16th day following the issue date set forth on your bill. If you do not pay your bill on or prior to the due date, you will be charged a late fee equal to 5% of each current month's billing that is past due. Our acceptance of a partial payment of any bill will not relieve you of your obligation to pay the full amount owed, irrespective of any statement, declaration or other writing to the contrary made by you in conjunction with such partial payment. For information on your rights regarding a dispute you may have with your bill or information on how to contact the PUCT, please see the YRAC.

You may pay your bill using any of our available payment methods (which may change from time to time). Such payment methods may include: telephone (via toll free number listed on your bill or our website) or online (via website listed herein) payment using a credit/debit card accepted by us, automatic payment by credit card or bank draft (if eligible, via Auto-Pay available through your "My Account" on our website or app), payment by check or money order sent to the mailing address listed on your bill or our website, or payment by cash at any pay station authorized by us to receive payments. To be eligible for automatic payment of your monthly bills (Auto-Pay), your RepCo account must be in good standing. Fees will apply to each transaction that is not processed for any reason, including, without limitation, rejected electronic funds transfer, failed auto-payment, insufficient funds, credit card decline, and inaccurate payment information. While you are enrolled in Auto-Pay, RepCo reserves the right at any time (and multiple times) after your bill has been issued to charge your credit card or draft your bank account, as the case may be, for the full amount of your bill, including any past due amounts. RepCo may suspend, pause or terminate your participation under Auto-Pay if you provide inaccurate or fraudulent account information or you have more than one failed or returned payment on your account. We are not responsible for postal or other delays resulting in your payment being late. Checks or electronic fund transfers returned by a bank or otherwise rejected for any reason will constitute non-payment of your bill.

If you do not pay your bill by the stated due date, you will be sent a disconnection notice at least 10 days (21 days for Critical Care/Chronic Condition customers) in advance of disconnection of your service. If you fail to pay your bill prior to the expiration date stated in the disconnection notice, then we may request disconnection of your service without further notice to you. In addition, we may use all available legal means to collect any amounts owed by you. In such event, you agree to pay reasonable collection fees and expenses (including, without limitation, reasonable attorneys fees and costs, as well as third party collection fees and costs) associated with or in connection with any and all attempts to collect amounts owed by you. Critical care customers may avoid disconnection if (i) they provide a doctor's statement confirming that loss of electricity will cause a person residing at the premise to become more seriously ill; and (ii) enter into a deferred payment plan prior to the stated date of disconnection as contained on the disconnection notice.

If you do not have the ability to pay all of your bill by the due date, you may be eligible for a deferred payment plan. A deferred payment plan is an agreement between the REP and a customer that allows a customer to pay an outstanding balance in installments that extend beyond the due date of the current bill. If you wish to enter into such arrangement, please call us at the toll free telephone number set forth in this TOS to discuss your eligibility and the payment arrangements available to you.

You are eligible for a deferred payment plan automatically upon your request for a bill that becomes due during an extreme weather emergency; as directed by the Public Utility Commission of Texas during a state of disaster as declared by the Governor; or if we have underbilled you by \$50 or more.

During certain summer and winter months, Chronic Condition and Critical Care customers will also be eligible to enroll in a deferred payment plan.

All other customers are eligible for deferred payment plans if: (i) you have not received more than two termination or disconnection notices during the preceding 12 months, or (ii) you have received service from us for more than three months (or you can satisfactorily demonstrate sufficient credit or a satisfactory history of payment for service from a previous utility). Please call us at the toll free number set forth herein to obtain more information about deferred payment plans or assistance programs.

Level Billing. RepCo offers a Levelized Payment Plan (Level Billing) that enables customers to pay a calculated amount each month based on levelized electricity usage. This program is available to all customers who are not delinquent in payment at the time of enrollment. We will bill or credit you the amount of any overbilling or underbilling, as appropriate, against your actual usage during

prior Level Billing periods, at least once every twelve months and upon termination of your service. Customers with questions regarding Level Billing or wishing to enroll in Level Billing may call our toll free number listed in this TOS.

Credit and Deposits. We may require customers and applicants to establish and maintain satisfactory credit as a condition of providing service. By your applying for our service, you agree that we may review your eligibility, including requesting information from consumer credit reporting agencies and/or requesting a payment reference letter from your previous electric providers in order to verify your electric service payment history for the purpose of assessing your creditworthiness. We will not deny service based upon your credit score. You may, however, be required to provide an initial deposit as a condition to receiving service if you do not demonstrate satisfactory credit. If we agree to conditionally waive or defer your initial deposit based upon your initial credit-worthiness, and you subsequently are late paying a bill more than once in a 12 month period, or we disconnect you for non-payment once in a 12 month period, we may require you to pay the initial deposit upon delivery of a 10 day notice for such. Failure to pay the deposit upon receipt of this 10 day notice will result in disconnection of service.

You will be deemed to have demonstrated satisfactory credit and will not be required to pay a deposit if: (i) you are at least 65 years of age and you are not currently delinquent on an account with another REP, or (ii) you have been a victim of family violence and can provide a certification letter by the Texas Council on Family Violence. Please contact us for additional information if you believe you may be eligible. Existing customers that are late paying a bill more than once during the prior 12 months or had service terminated or disconnected for nonpayment during the prior 12 months may be required to pay an initial deposit. If you have paid a deposit, you may be required to pay an additional deposit if the average of your actual billings for the immediately preceding 12 month period is at least twice the amount of the original estimated annual billings, and you have been sent a disconnect notice within the prior 12 months.

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 may be made either annually or at the time the deposit is returned or credited to your account. Your deposit will be returned or credited to your account at such time as you have made 12 consecutive monthly payments by the specified due date. The total amount of all deposits that you may be required to pay shall not exceed the greater of: (i) the sum of your estimated billings for the next two months; or (ii) one-fifth of your estimated annual billings. After 12 months of service with us, you may request in writing that your required deposit be re-calculated based upon your actual historical usage or billings.

Upon termination of your service, we will apply your deposit, if any, plus accrued interest, against your total outstanding balance on your final bill. We will bill you for any remaining outstanding balance after application of the deposit and interest. If the deposit and accrued interest, as applied, exceed the outstanding balance owed, we will refund the credit balance to you. We reserve the right to include on your bills charges or credits necessary to correct or true-up any previously estimated bills, meter read errors, miscalculations of taxes, fees or other charges, billing errors, and other errors or omissions.

RepCo offers a deposit alternative program to all customers within a certain credit score range. If you qualify for this deposit alternative program, then you may (but are not required to) select the option to pay a one-time, non-refundable charge in lieu of paying a deposit.

Taxes and Charges. You are responsible for paying all applicable federal, state and local taxes, fees, governmental charges, assessments, and other charges for which you are responsible as a purchaser of electricity, or which are imposed upon us as a retail seller of electricity, or which are imposed upon electricity sales transactions, including, without limitation, gross receipts taxes, municipal administrative fees, and generation, utility, TDSP, regulatory, BTU or electricity taxes, fees, and assessments.

Antidiscrimination. We cannot deny service or require a prepayment or deposit for service based on your race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services. We cannot use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service for a product with a contract term of 12 months or less.

Critical Care and Chronic Condition Customers. If an interruption or suspension of your electric service will create a dangerous or life-threatening condition, you may qualify as a critical care residential customer. If the interruption or suspension of your electric service will exacerbate or cause a serious deterioration of a medical condition, you may qualify as a Chronic Condition Customer. Upon your request, we will provide you with the PUCT's standardized Critical Care/Chronic Condition Eligibility Determination Form. You shall then return the completed form to us as described in the form. We shall then forward the completed form to your TDSP for review and qualification. If you are qualified, the critical care designation will be valid for one year. We will send you a renewal application prior to expiration of your designation. Qualification as a critical care customer does not relieve you of your obligation to pay for services. Designation as a Critical Care or Chronic Condition customer will not prevent loss of electric service, either planned (as in a disconnection for non-payment) or unplanned. It does, however, provide a longer notice period for disconnections for non-

payment (21 days versus the normal 10 day notice) and delivery of such notices to an emergency contact in addition to the primary account holder.

Refusal of Service. We reserve the right to refuse to provide service to you for any lawful reason, including, without limitation, those reasons set forth in the PUCT rules and regulations.

Warranties. WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THE CONTRACT AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. OUR LIABILITY UNDER THE CONTRACT SHALL BE LIMITED SOLELY TO DIRECT DAMAGES ACTUALLY INCURRED. WE SHALL NOT BE LIABLE FOR ANY INTERRUPTION OF SERVICE OR SHORTAGE OF ELECTRICITY SUPPLY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE EITHER DIRECTLY OR INDIRECTLY RELATED TO DISCONNECTION OF ELECTRIC SERVICE ARRANGED BY US IN ACCORDANCE WITH THE CONTRACT OR APPLICABLE LAWS OR RULES PROMULGATED BY THE PUCT OR ERCOT, NOR ANY LOSS OR DAMAGE RESULTING FROM CAUSES OUTSIDE ITS REASONABLE CONTROL. NEITHER YOU NOR US SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING LOST PROFITS OR DATA, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED AS TO THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

Force Majeure. We shall not be deemed in violation or breach of the Contract if and to the extent that any failure to perform or interruption of your service results from any Force Majeure event, which shall include, without limitation, floods, fires, lightning, explosions, drought, earthquakes, storms, tornados, landslides, severe weather, or other acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes, labor issues, required maintenance, changes in laws, rules, or regulations, failure of ERCOT or any TDSP to transmit electricity or to perform any of their respective obligations, or the failure of any of our suppliers, vendors and/or other third parties, and other events, forces, and/or circumstances beyond our reasonable control. We shall not be liable for any losses or damages arising in connection with any force majeure event.

Disclaimer. We do not generate, transmit, or distribute your electricity and, accordingly, cannot guarantee that your electricity service will be continuous or uninterrupted. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INTERRUPTIONS OR IRREGULARITIES IN YOUR ELECTRIC SERVICE.

Change in Law. If we incur new or modified fees, performance costs, supply costs, or other charges (including, without limitation, changes to TDSP delivery charges, or ERCOT ancillary services or other charges), as a result of a change in laws, rules, regulations or guidelines (including, without limitation, those promulgated by the PUCT, ERCOT, or other governmental or regulatory body), then we may reasonably allocate and bill you for any such incremental fees, costs or other charges as an authorized adjustment to the price without prior notice.

Assignment. You may not assign your Contract without our prior written consent. We may assign or transfer the Contract without your consent. Without limiting the generality of the foregoing, we may, without limitation: (i) transfer, sell, pledge, encumber, secure, or collaterally assign the Contract and/or any accounts, revenues or proceeds thereunder in connection with any financing transaction, financial arrangement, or other transaction; (ii) assign or transfer your contract to any entity succeeding to all or substantially all of our business or assets; and/or (iii) transfer or assign your contract to a certified REP or an affiliated entity.

No Waiver. Any failure by us to enforce any term or condition of your service or otherwise exercise any right it may have under your contract shall not be deemed a waiver of any rights to thereafter enforce any or all terms or conditions of your service or to exercise rights under your contract.