

VOLT ELECTRICITY PROVIDER, LP RESIDENTIAL AND SMALL COMMERCIAL TERMS OF SERVICE

TERMS OF SERVICE: This document explains the terms and conditions that apply to your purchase of electricity from VOLT Electricity Provider, LP (“VOLT”, “VOLT EP”, “we”, “our”, “us”). This Terms of Service (“TOS”) document, your enrollment authorization in writing, by telephone or the internet, the Electricity Facts Label (“EFL”), and the Your Rights as a Customer (“YRAC”) disclosure document constitute your agreement (“Agreement”) with VOLT, a certified Retail Electric Provider (REP). By entering into this Agreement, Customer hereby: (1) appoints VOLT to arrange for purchase and delivery of electricity (including volume balancing and billing) from any source on Customer’s behalf for the period of time defined in the Agreement; and (2) Customer hereby request that all electric service associated with Customer’s name and/or address(es) or electric service identifiers (“ESI IDs”) be transferred to VOLT under the terms and conditions of this Agreement. By accepting electric service from VOLT, you are entering into a contract with us and you will be bound by the TOS. Please retain Agreement documents for your records. The Public Utility Commission of Texas (“PUC”) rules referenced in your Agreement can be viewed at: <http://www.puc.state.tx.us/agency/ruleslaws/subrules/electric/Electric.aspx>

CONTACT INFORMATION

REP Name: VOLT Electricity Provider, LP Certificate Number: 10226
Internet Address: www.VOLTep.com Email Address: info@VOLTep.com
Mailing Address: P.O. Box 692210
Houston, TX 77269-2210
Local Telephone: 281-369-5900 Toll-free telephone: 1-866-340-8658 Fax: 1-281-809-4601

24 Hour Service Outage Reporting: Please contact your Transmission and Distribution Service Provider (“TDSP”) to report electricity outage or emergency conditions. Information is on your bill or Your Rights as a Customer.

SPANISH LANGUAGE (IDIOMA ESPANOL): Usted puede obtener los documentos de su contrato comunicandose con nosotros al 281-369-5900 o 1-866-340-8658.

CUSTOMER INFORMATION: You give us the right to use any information that we think we will need or find helpful to provide the best possible electric service, which may include address, telephone number, account numbers, historical usage data, payment and credit history and other information, whether from you, your transmission distribution and service provider (“TDSP”), or current REP.

YOUR RIGHT OF RESCISSION: If you are switching to VOLT from another REP, you have the right to rescind your Agreement with VOLT EP without any fee or penalty of any kind within three (3) federal business days of receiving this Agreement. If you accept this Agreement, then no further action is necessary. Rescission requests received after three (3) federal business days are not guaranteed rescissions; however, the Customer has the right to select another REP and Customer may do so by contacting that REP, but Customer remains responsible for any Early Termination Fees. After the (3) federal business days for the right to rescind your agreement with VOLT EP has occurred, the customer is responsible for the payment of any and all services provided to the Customer, you may call 281-369-5900 or 1-866-340-8658 to cancel, fax 1-281-809-4601, or e-mail us at info@VOLTep.com with the following information (1) request to cancel contract, (2) name, address, phone number, and (3) VOLT account and ESI-ID number.

ELIGIBILITY: This Agreement is for residential customers and small commercial customers only with energy usage not exceeding 10,000 kWh in any billing cycle. If you receive service under this Agreement and are not a residential meter or eligible small commercial customer, you will be charged VOLT’s prevailing variable rate.

BROKER: ONLINE Enrollment is only available for end use customer. Brokers looking to represent customers must identify themselves as a Broker to a VOLT customer service representative and therefore agree not to use the online enrollment system or agree to anything on the customers behalf without the written authorization letter being sent to and approved by VOLT.

TERM OF AGREEMENT: This Agreement will be effective as of your first meter read date following completion of VOLT enrollment.

BILLING: You will receive a bill from VOLT. The electricity supply charge, Monthly customer Base Charge, TDSP charges, the PUCT Assessment fee and other third-party fees, taxes (including the gross receipts tax), late fees, customer and metering charges, non-recurring fees or credits assessed by the TDSP or VOLT, and any additional charges, fees, or credits will appear on your bill. Examples of non-recurring TDSP charges include those arising from a move-in or switch, such as self-selected meter reads; service connection, disconnection, or reconnection fees; and fees such as meter tampering charges. There are no charges for recurring bank drafts or recurring credit/debit card transactions. Specific TDSP charges will vary depending on the TDSP providing your service. Upon request, VOLT will provide you with additional bill copies, duplicate bills, credit reference letters or summary billing, for which a service charge per bill or copy may be applied as a separate line item on your bill. Please see the section on Fees for the charges. You acknowledge that VOLT’s ability to invoice you is dependent upon the TDSP’s or the Electric Reliability Council of Texas’ (“ERCOT’s”) ability to furnish VOLT with all necessary information, including meter readings. Your bill may be based upon estimated usage and TDSP pass-through charges if we are unable to bill you based upon actual meter read data due to the failure of the TDSP to timely obtain or transmit a meter reading or an invoice for pass-through charges. In those situations, consistent with the PUCT’s rules, VOLT may include in any subsequent bill, adjustments related to previous billings, previous billing errors, meter read errors, miscalculation of taxes or other errors or omissions.

PAYMENTS: All bills are due and payable 16 days after (1) the billing date on your invoice or the postmark date on the envelope, whichever is later, if you are billed by mail, or (2) the billing date on your invoice or the date on which we notify you via electronic means that your invoice is ready and can be accessed through a website portal, whichever is later, if you have agreed to electronic delivery of your bill. Bill payments are deemed past due and delinquent at the close of business on the day the bill is due. Late payments, delinquent or past due balances may result in a one-time late fee equal to five percent (5%) of the month's past-due amount. An insufficient funds fee per transaction will be assessed against any transaction not processed due to insufficient funds or credit availability for any method of payment including checks, bank drafts or credit /debit card transactions. Please see the section on Fees for the amount. Finally, if you are under a deferred payment plan with VOLT, your account(s) may be placed on a "switch-hold". If a "switch-hold" is placed on your account(s), you will not be able to switch your electric service to another retail electric provider until you have paid in full your outstanding balance due.

BILL PAYMENT OPTIONS: VOLT has a variety of bill payment options that let you pay your monthly bills: (1) on our website (under the "LOGIN/My Account" feature); (2) by mail; (3) set up Auto-Pay, which allows automatic payments from a credit/debit card or bank account by creating your account on our website under the "LOGIN/My Account" feature; (4) in person at one of our authorized pay stations, which can be found at www.VOLTep.com once you login to My Account; or (5) by calling us at the number in "Contact Information" to pay by debit/credit card. A charge may apply for payments made at an authorized pay station. If you make a payment on an outstanding balance on your account at either an authorized pay station or by using a debit/credit card, you should call a Customer Service Representative at the number in "Contact Information" to verify the payment. This could help you avoid having your electricity disconnected. Please remember that failure to make an on-time payment while participating in one of our bill payment plans could result in not only removal from the payment plan but also collection activities and possible disconnection of your electric service. For more information on any of these payment assistance programs or bill payment assistance organizations, contact us.

AVERAGE PAYMENT PLANS: VOLT also offers an average payment plan, which allows you to pay approximately the same monthly amount for electric service subject to a quarterly adjustment based on actual consumption. Average monthly billing is calculated by adding the current month's usage with the previous 11 month's usage, adding an escalation factor of 4%, dividing by twelve, and applying current prices to your average usage. This program is available to either a customer who can verify that they qualify for the state's low-income discount program or any customer who is not currently delinquent in payment to VOLT and that meets our eligibility requirements. We will reconcile your account to determine whether you will receive a credit or will be required to make payment. This reconciliation will occur (1) at a minimum at the end of every twelve (12) months that you are on average billing, (2) if you are past due on any monthly bill, (3) if you cancel your service, or (4) if you switch to conventional billing. In the event the Terms of Service are canceled or terminated or your electric service is disconnected, the average payment plan option does not affect your obligation to pay for all actual usage. You may opt out of the Average Payment Plan at any time by paying your full balance due as shown on your invoice and providing written notification of your desire to be removed from the Average Payment Plan to the following address: VOLT Electricity Provider, LP P.O. Box 692210, Houston, TX 77269; Attention: Average Payment Plans, or you may opt out via email by sending notice to billing@VOLTep.com, Subject: Average Payment Plan. You may also contact customer service at: (281)369-5900 or toll-free (866) 340-8658. The balance on your invoice is the total amount you owe VOLT, and must be paid in full if you opt out of the Average Payment Plan or if you fail to remit your full average bill payment by the bill's due date, or if your service is terminated. If you fail to remit your full average bill amount by your bill's due date, you will receive a disconnect notice, notifying you in writing at least 10 calendar days before we disconnect electric service.

BILL PAYMENT OR OTHER ASSISTANCE: Bill payment assistance and rate reduction programs are available to customers who have severe financial hardships and temporarily may be unable to pay their bills. If you need assistance in paying a bill by the due date or if you are ill and unable to pay, you may be eligible for a deferred payment plan or be able to make alternative payment arrangements. You must contact VOLT before the earliest disconnection date to enroll in a deferred payment plan or to get additional payment arrangement information. Information on additional bill payment assistance programs is available from the Texas Department of Housing and Community Affairs website under Energy Assistance located at <http://www.tdhc.a.state.tx.us/ea/index.htm>. Please call us if you need special assistance.

CRITICAL CARE AND CHRONIC CONDITION CUSTOMER: If you have a person permanently residing in your premise 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 premise 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. To be considered for such designation, the PUCT-approved form must be submitted by facsimile or other electronic means to the TDSP by a physician. The TDSP will notify you of the final status of your designation as a Critical Care or Chronic Condition Residential Customer when such designation will expire and renewal notice. The TDSP will also notify us about your status. This PUCT rule can be viewed at:

<http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.497/25.497.pdf> . Designation as a Critical Care or Chronic Condition Residential Customer does not relieve you of your obligation to pay for electric service that you receive from us. If you require payment assistance, contact VOLT immediately regarding possible deferred payment options or other assistance that may be offered.

ESTABLISHING AN ACCOUNT: You can establish an account, instead of paying a cash deposit, if you meet one or more of our credit requirements, which are:

Residential Customers: (1) you have a satisfactory credit rating through a consumer reporting agency, (2) you can submit a credit reference letter from your previous electric service provider confirming your positive payment record for 12 consecutive months during the past year, (3) you are at least 65 years of age and you do not have a delinquent balance with your current electric service provider, (4) you are medically indigent and can send us proper documentation each year that you are eligible or, (5) you have been a victim of family violence and can provide a certification letter by the Texas Council on Family Violence, (6) you may provide a Guarantee Agreement signed by an active VOLT customer with satisfactory credit. A VOLT customer may qualify as a Guarantor if they have been a customer for more than 12 months and have not been late paying their bill more than once during the last 12 months. For customers who enroll more than one premise/ESI-ID with us, we may require a security deposit for each premise/ESI-ID. If service to one or more of the premises/ESI-ID's is disconnected for any reason, and we are no longer your provider of record, we may apply any deposit amount you've paid, plus any accrued interest, to any outstanding balances on your account. Please contact us for additional information if you believe you may be eligible for one of these options. You may send your letters to us by fax at 281-809-4601 or email us at info@VOLTEp.com.

Small Commercial: (1) you have a good credit rating through a consumer reporting agency, (2) You have not been late in paying an electric bill more than once during the last year; or (3) you haven't had your electric service terminated or disconnected for not paying a bill during the last year of service. For customers who enroll more than one premise/ESI-ID with us, we may require a security deposit for each premise/ESI-ID. If service to one or more of the premises/ESI-ID's is disconnected for any reason, and we are no longer your provider of record, we may apply any deposit amount you've paid, plus any accrued interest, to any outstanding balances on your account. Please contact us for additional information if you believe you may be eligible for one of these options. You may send your letters to us by fax at 281-809-4601 or email us at info@VOLTEp.com.

DEPOSITS: We do not deny service based on your credit score. However, you may have to provide a deposit before receiving electricity service if you cannot demonstrate satisfactory credit. An initial deposit may also be required to continue to receive electricity service, if you have been late in paying your bill more than once during the last 12 months or your service has been disconnected for non-payment. You may be required to provide an additional deposit to continue to receive electricity service if (1) your average annual electric service bill for the last 12 months is at least twice the amount of the original estimated annual bill, and (2) a notice for disconnection has been issued in the previous 12 months. If a deposit is required, the total amount of your deposit will not exceed an amount equal to the greater of either (1) the sum of the next two months estimated billings, or (2) one-fifth of the estimated annual billing. If we hold your cash deposit longer than 30 days, your deposit will accrue interest from the day we received 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. This PUCT rule can be viewed at: <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.478/25.478.pdf>

Residential customers who have verified that they qualify for the state's low-income discount program may pay a security deposit greater than \$50 in two equal installments. You must provide evidence of enrollment in a TDHS program. This PUCT rule can be viewed at: <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.454/25.454.pdf> The first installment is due no sooner than 10 days and the second installment due no sooner than forty days from the date we give you on the written notice of your security deposit requirement.

If you establish satisfactory credit with us by making timely payments for 12 consecutive months (residential customers) and 12 consecutive months (small commercial) we will refund your deposit plus accrued interest. The refund will show as a credit on your bill. If you are no longer a customer of VOLT for any reason, we will apply the deposit plus accrued interest to your electricity account and any past due amount owed by you to us or transfer the outstanding balance equal to the deposit identified in the Guarantee Agreement to the Guarantor's account for payment in accordance with the Guarantee Agreement. We will bill you for any remaining balance and the bill will be due upon receipt. If there is a credit balance, you'll receive a final bill showing the credit balance and this balance will be refunded to you either by check or a credit card on file, if deposit payment was less than 90 days from refund date.

CANCELING YOUR CONTRACT: Your contract term is stated in the EFL. At the end of your contract term, you may cancel or terminate your contract by switching to a new provider. If you cancel the contract before the end of your contract term, you agree to pay the early termination fee indicated in the EFL, if any, and you must select another REP to continue to receive electric service. Any Third Party Services that are included on your bill will automatically terminate when your electric service contract with us is cancelled. If you move from your existing premise during the contract term 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 stated in the EFL. We may also request that you provide reasonable evidence that you no longer occupy the location covered by the contract. In order to ensure timely processing, you should notify us at least 3 days before the requested termination date. Our obligations will end after the meter read date where we are no longer designated as your REP or when your electric service is disconnected by the TDSP. Your obligations under the contract will end when your account balance is paid in full.

DISCONNECTION OF YOUR ELECTRIC SERVICE: WE MAY REQUEST DISCONNECTION OF YOUR ELECTRIC SERVICE IF YOU DO NOT PAY YOUR DEPOSIT OR THE PAST DUE AMOUNT OF YOUR ELECTRIC SERVICE BILL IN FULL BY THE DUE DATE ON THE DISCONNECT NOTICE. We will notify you in writing at least 10 calendar days before we disconnect electric service.

If, however, you are a critical care or chronic care residential customer, we will notify you in writing at least 21 calendar days before we disconnect electric service. We may request disconnection of your electric service without prior notice immediately under specific situations, including the existence of a dangerous condition at your service address or theft of service.

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 also cannot 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.

DISPUTE OR COMPLAINTS: Please contact VOLT if you have specific comments, questions, complaints, bill questions or if you feel your bill is incorrect (collectively, a "Dispute"), by calling a VOLT Customer Care Representative or emailing info@VOLTEp.com. If you are not satisfied with our representative's attempt to resolve the Dispute, you may request a supervisory review of your Dispute with VOLT management. If you are dissatisfied with our resolution your Dispute, it is your right to file a complaint with the PUCT. The PUCT contact information is as follows: Public Utility Commission of Texas, Customer Protection Division, P.O. Box 13326, Austin, Texas 78711-3326; (512) 936-7120 or in Texas (toll-free) (888) 782-8477, fax (512) 936-7003, e-mail address: customer@puc.state.tx.us; Internet website address: www.puc.state.tx.us, TTY (512) 936-7136, and Relay Texas (toll-free) (800) 735-2989. Please also see your "Your Rights as a Customer" document for more information.

DISPUTE RESOLUTION AGREEMENT: IF YOU ARE NOT SATISFIED WITH ANY RESOLUTION OF A DISPUTE BY VOLT MANAGEMENT OR THE PUCT AND YOU HAVE EXHAUSTED YOUR REMEDIES PROVIDED BY THE PUCT OR OTHER APPLICABLE REGULATORY AUTHORITY, YOU AND VOLT AGREE THAT ALL SUCH DISPUTES WILL BE RESOLVED, AT YOUR CHOICE, THROUGH A JUDICIAL PROCESS OR BINDING ARBITRATION. THIS DISPUTE RESOLUTION AGREEMENT COVERS ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN YOU AND VOLT, INCLUDING WITHOUT LIMITATION INTERACTIONS WITH OUR AFFILIATES, OFFICERS, AGENTS, EMPLOYEES OR ASSIGNS IN RESPECT OF MATTERS ARISING UNDER THIS AGREEMENT. YOU AND VOLT EACH AGREE THAT BY ENTERING INTO THIS AGREEMENT FOR SERVICE, YOU AND VOLT ARE EACH WAIVING THE RIGHT TO A JURY TRIAL AND TO ANY PARTICIPATION IN A CLASS ACTION. YOU AND VOLT ALSO AGREE THAT IF YOU CHOOSE ARBITRATION, THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. YOU AND VOLT AGREE THAT VENUE FOR ANY JUDICIAL PROCEEDING INVOLVING A DISPUTE WILL BE IN THE STATE/COUNTY COURTS OF COMPETENT JURISDICTION IN HARRIS COUNTY, TEXAS, AND BOTH PARTIES AGREE TO AVAIL THEMSELVES TO THE PERSONAL JURISDICTION OF SUCH COURTS AND SHALL NOT CLAIM THE FORUM AS INCONVENIENT AND THAT VENUE FOR ANY ARBITRATION PROCEEDING INVOLVING A DISPUTE WILL BE IN HARRIS COUNTY, TEXAS.

ARBITRATION: Arbitration is an informal process in which two parties present their views of a dispute to an impartial third party, an arbitrator, as opposed to a judge, who will decide how to resolve the dispute. Arbitration has different procedures from a lawsuit in court. If you choose arbitration, it will be conducted by the Better Business Bureau ("BBB") in accordance with the BBB Pre-Dispute Rules of Arbitration (Binding) (the "BBB Rules"), as modified by this Agreement. The BBB Rules are available online at www.bbb.org/bbb-dispute-handling-and-resolution/dispute-resolution-rules-and-brochures/ or by calling the BBB at 713-868-9500. The arbitrator is bound by the terms of your Service Agreement, shall apply legal principles to its decision and shall not award any damages prohibited by your Agreement, including, but not limited, those set forth in the Limitations of Liability of this Agreement. You and VOLT agree that each shall bear its own costs and expenses incurred in this Dispute; provided, however, that the arbitrator shall assign all costs of arbitration charged by the BBB to the losing party. All issues, other than as agreed to herein, are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for a court to decide. This arbitration agreement shall survive termination of your Contract.

CLASS ACTION: YOU AND VOLT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION IN ANY PROCEEDING THAT ORIGINATES IN A COURT, ARBITRATION OR ANY RELATED APPEAL. YOU AND VOLT AGREE NEITHER WILL SEEK OR SUPPORT ANY ORDER CERTIFYING CLASS ACTION OR CLASS ARBITRATION INVOLVING YOU AND VOLT OR PARTICIPATE AS A PARTY OR CLASS MEMBER IN ANY ACTION OR ARBITRATION BROUGHT BY ANOTHER PARTY AGAINST EITHER YOU OR VOLT.

ATTORNEYS' FEES: YOU AND VOLT AGREE THAT ANY FEES RECOVERABLE PURSUANT TO TEXAS CIVIL PRACTICE AND REMEDIES CODE CHAPTERS 37 AND 38 ARE HEREBY WAIVED AND THAT YOU AND VOLT WAIVE ANY OTHER RIGHT TO RECOVER ATTORNEYS' FEES UNDER ANY OTHER STATUTE, REGULATION OR APPLICABLE LAW.

LIMITATIONS OF LIABILITY: YOU AGREE THAT CAUSES AND EVENTS BEYOND OUR CONTROL, INCLUDING ACTS OF GOD, ACTS OF ANY GOVERNMENTAL AUTHORITY, ACTS OF TERRORISTS OR ENEMIES OF THE STATE, ACCIDENTS, STRIKES, LABOR TROUBLES, AND EVENTS OF FORCE MAJEURE OCCURRING WITH RESPECT TO THE TDSP, ERCOT, OR OTHER THIRD PARTY SYSTEMS OR ASSETS (A FORCE MAJEURE EVENT), MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU ALSO AGREE THAT WE ARE NOT RESPONSIBLE FOR GENERATING YOUR ELECTRICITY OR FOR TRANSMITTING AND DISTRIBUTING ELECTRICITY TO YOUR SERVICE ADDRESS. FURTHERMORE, YOU AGREE THAT WE WILL NOT BE LIABLE WITH RESPECT TO ANY THIRD PARTY SERVICES; THAT OUR LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US ARE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. YOU WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY.

THESE LIMITATIONS APPLY EVEN IF THE DAMAGES RESULT FROM NEGLIGENCE, WHETHER SOLE, JOINT, CONCURRENT, OR ACTIVE OR PASSIVE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THE CONTRACT.

REPRESENTATIONS AND WARRANTIES: THE ELECTRICITY SOLD UNDER THIS CONTRACT WILL BE SUPPLIED FROM A VARIETY OF GENERATING SOURCES. IF YOU PURCHASE A RENEWABLE ENERGY PRODUCT FROM US, YOU ARE FINANCIALLY SUPPORTING RENEWABLE ENERGY GENERATION SOURCES AND NOT RECEIVING THE PRECISE ENERGY GENERATED FROM THAT SOURCE. THE REQUIRED AMOUNT OF RENEWABLE ENERGY CREDITS (RECs) WILL BE RETIRED TO AUTHENTICATE THE RENEWABLE ENERGY COMPONENT OF THE PRODUCT. THE TDSP OR ERCOT SYSTEM WILL NOT DELIVER ELECTRICITY FROM A SPECIFIC GENERATING SOURCE TO YOUR SERVICE ADDRESS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THE 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.

TAXES: You will be responsible and indemnify us for any and all Taxes. "Taxes" means all federal, state and local taxes, fees, governmental charges, and assessments presently or hereafter imposed on you as purchaser of electricity, on us as seller of electricity, or on electricity sales transactions, including gross receipts taxes, municipal administrative fees, and generation, utility, TDSP, regulatory, BTU or electricity taxes and assessments.

PROVISIONS THAT SURVIVE: Obligations regarding indemnity, payment of Taxes, Dispute Resolution Agreement, Arbitration, Class Action, Attorneys' Fees, limitations of liability, and waivers will survive the termination of the contract indefinitely.

UNENFORCEABILITY: If either party or its activities under the contract become subject to any Law enacted during the contract term that renders the contract unenforceable or illegal, then either you or VOLT may terminate the contract without the consent of, and upon 30 days' notice to, the other, and without any obligation, payment or otherwise (other than payment obligations for electricity previously supplied to you).

GOVERNING LAW: YOUR CONTRACT WITH VOLT IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS. THE TEXAS UNIFORM COMMERCIAL CODE APPLIES TO THE TERMS OF SERVICE AND ELECTRICITY IS DEEMED A "GOOD". The Uniform Commercial Code can be viewed at the following website: <http://www.statutes.legis.state.tx.us/?link=BC> Assignment You may not assign your contract with us, in whole or in part, or any of your rights or obligations under the contract without our prior written consent. VOLT may, without your consent, (1) as part of any financing or other financial arrangements, assign, sell or pledge this agreement or its accounts, revenues, or proceeds, or (2) assign this agreement to an affiliate of VOLT or to any other person or entity succeeding to all or a substantial portion of the assets of VOLT.

WAIVER: If either of us waives any one or more defaults by the other in the performance of any of the provisions of the contract, then such waiver will not be construed as a waiver of any other default or defaults whether of a like kind or of a different nature.

PRODUCT TYPE SECTION

VOLT offers the following product types. Only the specific section for your product type will apply to your contract. Your EFL contains your specific product type and term information.

FIXED RATE PRODUCTS (Term): Fixed rate products have a contract term of at least three months. Your price during the contract term is only subject to change to reflect changes in TDSP charges, changes to the ERCOT or Texas Regional Entity ("TRE") administrative fees charged to load or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on REPs, including VOLT, that are beyond the control of the REP.

Changes to Contract Provisions: We can make changes to the provisions of the contract at any time during the contract term with appropriate notice, except for changes to your price other than stated in this section or the length of your contract term. We will notify you of any material change to the contract in writing at least 14 days before any change to the contract will be applied to your bill or take effect. If you do not cancel the contract before the effective date of the change, the change will become effective on the date stated in the notice. Notice is not required for a change that is beneficial to you.

VARIABLE PRICE PRODUCTS (Month to Month) - Variable price products are only month-to-month and have a term of 31 days or less. After the first billing cycle, the price may vary without advance notice according to a method determined by VOLT in its sole discretion. Before the first billing cycle, the price can change without advance notice only to reflect actual changes in TDU Charges; changes to the ERCOT or administrative fees charged to load; or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on VOLT that are beyond our control.

INDEXED PRODUCTS: (Month to Month) - Indexed products have a contract term of 31 days or less. Your price will vary as set forth in your EFL and may also change to reflect changes in TDSP charges, changes to the ERCOT or TRE administrative fees charged to load or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on REPs, including VOLT, that are beyond the control of the REP.

Changes to Contract Provisions: We can make changes to the provisions of the Contract at any time with appropriate notice, except for changes to the pricing formula or length of your contract term. We will notify you of any material change to the Contract in writing at least 14 days before any change to the Contract will be applied to your bill or take effect. If you do not cancel the Contract before the effective date of the change, the change will become effective on the date stated in the notice. Notice is not required for a change that is beneficial to you.

For INDEXED products with an energy cap, the energy cap will be the cap in place at the start of the billing cycle for that bill

(ALL TERM PRODUCTS): For residential customers, a contract expiration notice will be sent to you at least 30 days but no more than 60 days before the end of your initial contract term, specified in your EFL. For small commercial customers on contracts with terms of 3 months or more, a contract expiration notice will be sent to you at least 14 days but no more than 60 days before the end

of your initial contract term, specified in your EFL. The contract expiration notice will advise you of what you need to do if you want to renew your service for another term or change your plan. If you do not take action to ensure that you continue to receive service upon the expiration of your contract, you will continue to be served by VOLT automatically under a default renewal product on a month-to-month basis after the end of your initial contract term. You are free to cancel service under the default renewal product at any time without penalty.

PLAN EXTENSION: VOLT may offer to extend the customer's plan date past the original end date. If customer accepts the extension, the new end date will be added to the existing plan on the customer's account with the agreed energy charge and applicable termination fee.

RENEWABLE BUY-BACK: The VOLT Renewable Buy-Back Program and these terms are subject to change and may be discontinued or modified at any time. We will provide participating customers at least 14 days advance notice of any material change or discontinuation of the Buy-Back Program; except that (i) any changes to the price you pay for energy delivered by VOLT and (ii) any changes to the Buy-Back Program made by VOLT as a result of a change in Law or that are beneficial to you may be made without advance notice. Buy-Back Program is intended only for residential customers with distributed renewable generation systems with a rated output capacity of 25 KW or less. VOLT reserves the right to require additional information from, deny participation to, or modify the program for, any customer with a system in excess of 25 KW. You acknowledge and agree that VOLT may contact and/or exchange information about your service, facilities and/or account with the TDSP and/or ERCOT. Further you understand and agree VOLT is providing bill credits for your renewable Buy-Back which will apply in the current billing cycle. Any excess credits will expire after 12 months or when the account is terminated and can not be monetized in any other form.

NEW CUSTOMER PROMOTIONAL PLANS: VOLT may offer promotional rates to new customers. New customers are anyone that has not been a previous customer of VOLT or has resided at a location while VOLT has been providing electricity services.

ELECTRONIC ONLY PLANS (E-Plan): Electronic Plans that may provide discounts or lower rates for customer that setup autopay, receive email bills, and communicate electronically with VOLT regarding their account.

PRICING AND FEES: You agree to pay the price indicated in the EFL and all amounts shown on your bill. You agree to pay non-recurring fees charged by the transmission and distribution service provider (TDSP) that are necessary to implement and/or maintain electric service for you. Non-recurring fees by the TDSP may include service connection, disconnection or reconnection fees, meter test fees or special out-of-cycle meter read fees. Non-recurring fees will appear as line items on your bill. You agree to pay all applicable Taxes and any fees charged by any governmental entity. Although VOLT does not charge a connection fee, certain TDSP's require a fee to turn on service. In those cases, customer may be required to pay the estimated demand fee before the order can be processed. For small commercial customers, demand charges (if applicable) are assessed by your TDSP and passed onto your monthly bill. Demand charges are based on each customer's maximum 15-minute demand on the TDSP distribution system each month.

Regardless of your usage, you will be assessed a base charge if it is listed on your EFL for each billing cycle, which is defined by a start date and an end date. A billing cycle may be less than 30 days but the base charge will not be prorated. There will not be more than one base charge per ESI-ID (electric service identifier) per billing cycle and it will be listed as a separate line item on your bill.

You may also be charged a minimum usage charge if it is listed on your EFL for each billing cycle, for any consumption less than the threshold set forth on your EFL in any given billing cycle. A billing cycle may be less than 30 days but the minimum usage charge will not be prorated.

You may also be charged the following fees for services that VOLT provides. These fees (if applicable) will be listed separately on your bill.

- **Late Payment, Delinquent and Past Due Penalty:** 5% of the overdue amount.
- **Declined/Returned Payment Fee:** We may charge up to \$35.00 for each returned payment transaction that is unpaid or not processed.
- **Credit Card Chargeback:** \$75.00 per chargeback
- **Early Cancellation/Termination Fee:** Please refer to your EFL for termination fees.
- **Document Processing Fee:** We may charge up to \$10.00 for additional document processing.
- **Changed Start Date/Move-Out Date Fee:** We may Charge \$20.00 for each date change service.
- **New Meter Setup Fee:** We may charge up to \$50.00 to process the installation and connection of the new meter.
- **Disconnect Notice Fee:** We may charge up to \$20.00 for each disconnect notice we provide you.
- **Promotion Reversal Fee:** We may charge a fee up to the value of the promotional credit given on the account if the service is terminated for any reason before the end of the contract term. For clarity, if the customer receives a credit or promotional gift and terminates before the end of the contract, their account will be assessed a fee to match the promotional value.
- **Disconnect/Reconnect Fee:** In addition to applicable TDSP charges, we may charge up to \$20.00 if you fail to pay the past due amount before the expiration date of any VOLT disconnection notice and a disconnection of service is processed.
- **Collections Recovery Fee:** In addition to other charges we incur in the collections process, we may charge up to \$25.00 if we transfer your past due amounts to a collection agency.
- **For E-Plan Customers (Electronic Plans),** Electronic plans are an online product. We may charge up to \$5.00 if you contact VOLT customer service representative for service. To avoid this fee, you can use our website at www.VOLTep.com.