



OFFER SHEET

P.O. Box 142109, Irving, TX 75014-2109 ☎ 1.866.483.7664 📠 1.888.893.9882
🌐 hudsonenergyservices.com ✉ hudsonenergycare@hudsonenergy.net • PUCT Certificate No. 10092

This Offer Sheet, the attached Terms of Service Agreement, the Electricity Facts Label, and the Your Rights as A Customer statement form the Agreement entered into by and between Hudson Energy Services, LLC ("HES") and the customer identified in the Customer Information section below ("Customer"). This Agreement shall only become binding and enforceable when it is executed by both Customer and HES. Nothing herein shall be deemed to require HES to execute the Agreement. The Date on which HES executes this Agreement shall be deemed the "Effective Date" of the Agreement.

Customer Information

The Customer is responsible for ensuring the accuracy of the information set out below.

		First	Last	Title (if a business)
Account Holder ("Customer" as written on utility bill. Provide full legal business name.)		Signatory (Name & Title)		
Billing Address	Unit Number	Street Number	Street Name	
	City	State	Country	Zip Code
Preferred Phone (with ext.)	Alternative Phone	Fax	E-Mail	
This Agreement is for:	<input type="checkbox"/> Single Location (complete Service Address below)	<input type="checkbox"/> Multiple Locations (complete Included Accounts below)		

Offer Specifics

Term	Energy Price (¢/kWh)	Customer Charge (\$/Month)	Deposit
_____ Month(s)	_____ ¢	\$ _____	\$ _____

Included Meters

ESIID	Service Address	Start Date	End Date

To ensure that HES can accurately serve your energy needs and to avoid a potential cancellation penalty, please ensure that the ESIID(s) and Start Dates(s) listed above are correct before signing.

Authorization

Accepted and agreed to:	Hudson Energy Services, LLC
Customer _____	Authorized Signature _____
Authorized Signature _____	Print Name _____
Print Name _____	Print Title _____
Print Title _____	Date _____
Date _____	
<i>I have the authority to bind Customer</i>	<i>I have the authority to bind HES</i>

TDSP Charge Non-Inclusion Statement

Customer acknowledges its understanding that regulated transmission and delivery charges are not included in the above pricing and will appear on the Customer's bill as a separate line item. These charges vary by Customer and by TDSP, may change based on regulatory action during the term of the Agreement, and are entirely outside of HES's control. HES makes no guarantee, representation or promise regarding TDSP charges.

CUSTOMER INITIALS: _____

NO CHANGES TO THE PRE-PRINTED TERMS APPLY.

**Terms of Service Commercial Fixed Price
ATC, ATN, CPE, TNMP, ONCOR, LP&L, Service Territories**

The following is the Terms of Service pursuant to your Agreement with Hudson Energy Services, LLC, (a New Jersey limited liability company) (HES) for your electric service. Please keep this Terms of Service Agreement for your records. An additional copy may be obtained by contacting HES or online at www.hudsonenergy.net.

Welcome to Hudson Energy Services

HES, your Retail Electric Provider (REP), will perform the duties necessary to arrange for the delivery of electricity from your Transmission and Distribution Service Provider (TDSP) to your service location. This Terms of Service Agreement details the conditions by which both you and HES have rights and responsibilities. Your Agreement with HES includes the following items: **Letter of Authorization, Terms of Service Agreement, Electricity Facts Label, Your Rights as a Customer, and Offer Sheet.**

For the purposes of this Agreement, the following terms are defined as such:

Sanctioned Person means any person that is (a) the subject or target of Sanctions, or (b) located, organized or ordinarily resident in a Sanctioned Territory, or (c) 50 percent or more owned or controlled (as such term is defined by the relevant Sanctions) by one or more person(s) described in paragraph (a) or (b).

Sanctioned Territory means at any time, a country or territory which is the subject or target of (a) comprehensive Sanctions, including the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Crimea, Cuba, Iran, North Korea, and Syria, and (b) other broad Sanctions including Afghanistan, Belarus, Russia and Venezuela.

Sanctions mean any economic, financial or trade sanctions or restrictions administered or enforced by Canada (including the government of any province or territory thereof), the United States (including the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State and the U.S. Department of Commerce), the United Nations Security Council, the European Union and any member state thereof, and the United Kingdom (including His Majesty's Treasury of the United Kingdom).

HES is certified as a REP by the Public Utility Commission of Texas (PUCT), certificate number 10092. If you have questions regarding your service or need assistance, you may contact HES at any of the following Website:www.hudsonenergy.net; Email: Hudsonenergycare@hudsonenergy.net; Customer Service 1.866.HUDSON.4; Customer Service Fax: 1.888.893.9882; Business Hours: Mon. - Fri. 8:30 am - 5:30 pm, Central Prevailing Time, Mailing Address: 5251 Westheimer Road. Suite 1000, Houston, TX 77056.

24 Hour Outage Reporting

AEP Texas Central (ATC)	1.866.223.8508
AEP Texas North (ATN)	1.866.223.8508
Centerpoint Energy (CPE)	1.800.332.7143
Texas New Mexico Power (TNMP)	1.888.866.7456
Oncor (ONCOR)	1.888.313.4747
Lubbock Power & Light (LP&L)	1.806.775.2509

Conditions of Offer

This Terms and Service Agreement is solely conditioned upon the acceptance by HES, and may change without notice.

Right of Rescission

You have the right to cancel your switch request with HES without any fee or penalty within 3 federal business days of receiving this Terms of Service Agreement. To cancel this Agreement, you may contact HES at 1.866.HUDSON.4 or fax us at 1.888.893.9882, or email to Hudsonenergycare@hudsonenergy.net. Customer Service hours: 8:30am – 5:30pm, Central Prevailing Time, Monday-Friday. Please be sure to communicate the following:

- 1) Stated request to cancel the Agreement
- 2) Contact name, address & phone number
- 3) Account number or ESID number

Term & Renewal

Your service begins on the meter reading date set by your Transmission and Distribution Service Provider (regularly scheduled reading date), and will continue for the term (number or regularly scheduled billing cycles) as indicated on the Electricity Facts Label. Three contract expiration notices will be sent to you before the

end of your initial contract term. One or more of these notices may contain available renewal offers. The final notice will include the terms and EFL for the default renewal product. An Early Termination Fee (if applicable) applies if more than 14 days remain in the term. You will automatically revert to the default renewal product on a month-to-month basis if you do not renew your Agreement, select another HES product, or switch to another REP by the specified date.

Pricing

Your price is indicated in the applicable Electricity Facts Label (Price). The Price for electric service includes all applicable power generation. By entering into this Agreement you agree to pay all amounts due plus applicable taxes in accordance with the conditions set-forth in this Terms of Service.

Delivery Charges, Non-recurring Charges, or Taxes will be passed through and paid by Customer and identified separately on Customer's bill with no mark up. If Customer is exempt from any payment of any Taxes, Customer will provide HES with all required exemption certificates. Unless otherwise communicated to HES from Customer, HES shall not recognize any exemption and will not refund or credit previously paid Taxes, unless the taxing entity sends the refund to HES.

HES will charge \$25 for each transaction not processed due to insufficient funds including:

- 1) returned checks
- 2) returned electronic fund transfers
- 3) rejected credit card transactions.

Billing & Payment

HES will remit a monthly bill that is due and payable sixteen (16) days from the bill date. Should HES not receive your payment by the close of business on the due date, the amount owed shall become delinquent. Any and all past due amounts shall be subject to a late charge of five (5%) percent of the amount past due. If you cannot pay your bill by the due date, please contact HES to discuss payment alternatives. You may qualify for one of the special payment arrangement plans. Certain conditions must be met to qualify as specified below. Please note that special payment arrangement plans may include a five percent (5%) penalty for late payment. In the event that any payment arrangement plan is not fulfilled, HES shall have the right upon written notice to disconnect your electric service.

All non-recurring fees will appear as a separate line item on your invoice. Your itemized invoice will include all applicable Taxes, provided that to the extent any Taxes are included in the Price, they will not be identified as an additional line item on your invoice.

Bill Payment Arrangements and Assistance Programs:

Level Billing Plan – HES Level Billing Plan is for customers under 50 kW peak demand, who are not currently delinquent and who have not experienced more than two (2) delinquencies in the past twelve (12) months. Variable payment amount is based upon prior usage and may be adjusted periodically when significant differences between actual and billed usage have arisen.

Due Date Extension Plan – Contact HES to determine if you qualify for this plan. You are not eligible for this plan if you (a) have been issued two (2) or more termination or disconnection notices in the last twelve (12) months; or (b) have not had service from HES for more than three (3) months.

Deferred Payment Plan - Contact HES to determine if you qualify for this plan. You are not eligible for this plan if you (a) have been issued two (2) or more termination or disconnection notices in the last twelve (12) months; or (b) have not had service from HES for more than three (3) months. HES Deferred Payment Plan allows payment of an outstanding balance in equal installments. A percentage of the amount due is required to activate the plan and the remaining balance is due in no more than three (3) bill periods. The installment length decision is based on the payment history of the account, the amount of the outstanding balance, and the customer's ability to repay the balance.

Demand Charge - A value determined by the utility, based on the rate at which electric energy is delivered to or by a system at a given instant during the billing cycle. For Advanced Metering systems, demand is the highest recorded usage of electricity in 15-minute per kW or kVA, also known as peak demand.

Disputes or Complaints

Please contact us in the event you have any questions, concerns, or complaints. Should the issue you contact us about be one that

cannot be addressed and resolved immediately, we request that you give us the opportunity to investigate, and we will promptly report our findings to you. During any such time, you will not be required to pay the disputed portion of your bill. If we are unable to resolve the issue, you have the ability to present an informal complaint to the Public Utility Commission of Texas.

If you have an unresolved dispute or claim between you and us, including our subsidiaries, affiliates, and/or any of their respective members, officers, directors and employees, you agree that you have the choice of bringing your claim individually to small claims court or to pursue binding arbitration. You waive any right to bring or to participate in a class action against us. If you choose arbitration, any dispute will be handled under this Agreement under the Federal Arbitration Act. Any such arbitration will be administered by the American Arbitration Association (“AAA”) and conducted before a single arbitrator pursuant to its rules, including, without limitation, the AAA’s Consumer-Arbitration Rules, available at <https://www.adr.org/consumer>. The arbitrator will apply and be bound by this Agreement, apply applicable laws and the facts, and issue a reasoned award, if appropriate.

Credit Requirements & Deposits

HES may use credit reporting agencies to document and evaluate Customer credit and or payment history. If Customer does not meet HES's credit standards or cannot demonstrate satisfactory credit as defined in Substantive Rule § 25.478 of the PUCT rules, a deposit may be required. The Substantive Rules can be reviewed via the following link: <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.478/25.478.pdf>

HES also reserves the right to require an initial deposit from an existing Customer that was not originally required to pay a deposit if the Customer was late paying a bill more than once during the last twelve (12) months of service or had service terminated or disconnected for nonpayment during the last twelve (12) months of service. Service may be disconnected if a deposit is not paid within 10 days of the request for deposit. A deposit is not required if the Customer or applicant is a governmental entity.

HES will apply any deposit held plus accrued interest calculated at the PUCT stated rate to the outstanding balance on Customer’s final bill, or to Customer’s current balance when all of the following are satisfied: (a) the Customer has paid bills for service for 24 consecutive billing periods without having Energy service disconnected for non-payment of a bill; (b) the Customer has paid bills for service for 24 consecutive billing periods without having more than two occasions in which a bill was delinquent; and (c) when the Customer is not delinquent in the payment of the current bill.

Termination and Disconnection of Service

Cancellation of this Agreement without prior written notice shall be allowed by HES for any reason provided for by Substantive Rule § 25.483 of the PUCT rules and regulations.

In the event of nonpayment, HES will send you a disconnection notice no sooner than the day after your bill is due. HES will notify you ten (10) calendar days prior to disconnection for non-payment. Your electric service will be disconnected unless payment for all amounts due to HES for electric service is received, or special arrangements have been made with HES by the due date of the notice. You will be liable for all HES and TDSP fees and charges associated with any disconnection of service for nonpayment and reconnection. See “Your Rights as a Customer” for further explanation of the conditions and procedures for disconnection and reconnection of service.

HES shall have the right to cancel this Agreement if you move or in response to any unlawful conduct including but not limited to non-payment, fraud, misrepresentation, or threat to HES employees or facilities.

In addition, HES shall have the right to cancel this Agreement if you are or become a Sanctioned Person or performance under this Agreement would result in a violation of Sanctions by any person, including HES.

Notwithstanding the method or reason for cancellation, termination or disconnection regarding this Agreement, you are responsible for the payment of all outstanding bills owed to HES.

Upon any such move to a new location, or transfer ownership, you are liable for any charges until such time as move out has been completed or transfer of ownership has taken place and HES has

been notified. You may terminate this Agreement without paying any liquidated damages for early termination if you move and provide supporting documentation of your move.

Cancellation

After any applicable rescission period, if this Agreement ends early due to your default, you shall pay liquidated damages to HES equal to the sum of (a) your Future Use (as defined in this paragraph) multiplied by 1.0 cents per kWh; plus (b) all penalties and other charges incurred by HES as a result of the termination of the Agreement; plus (c) all applicable taxes; plus (d) our associated costs and reasonable legal expenses related to calculating these liquidated damages. The parties agree that such liquidated damages calculation is a genuine pre-estimate of the damages that would be suffered by Hudson Energy and shall be conclusively deemed to be liquidated damages designed to reimburse Hudson Energy for its losses and not a late payment charge, penalty, fine, interest, or other charge of any kind. As used in this paragraph, Future Use is defined as HES’s commercially reasonable calculation of your anticipated electricity usage for the remainder of the term of this Agreement (at the time of cancellation). To cancel this Agreement, you may call or fax us at the contact numbers provided above. If your cancellation requires an early meter read you will be charged a fee set by the TDSP. Regardless of the method or reason for cancellation of the Agreement, you are responsible for payment of all outstanding charges incurred through the date on which the cancellation is effected by the TDSP.

If you are relocating, HES can assist in having your new place of business served by HES. If you relocate to an area served by HES, in lieu of any liquidated damages being assessed, please contact HES to arrange for service at your new place of business under one of its then current applicable offerings.

Material Change

HES will provide you with 45 calendar days advance written notice of any material change in these Terms of Service, such notice may be included with your bill or in a separate mailing. Any such change will become effective on the date stated in the notice unless you cancel your Agreement. You may cancel your Agreement no later than 10 calendar days before the effective date of the material change. For any material changes that benefit you or for changes that are mandated by a regulatory agency, notice may not be required.

Customer Information

By entering into this Agreement, you hereby authorize your TDSP to release to HES certain information needed to provide you with electricity service, including your address, phone number, account numbers, and historical usage information. Customer authorizes HES to provide information about Customer, including contact information, to HES’s creditors, suppliers, affiliates, business partners and service providers for various purposes, including, but not limited to, customer service related to existing accounts. These purposes do not include marketing services. HES will disclose any of your information where required by law, or in any communication or submission to a government authority with respect to Sanctions.

Discrimination

HES shall not discriminate, deny service, or require a prepayment or deposit for service based on a customer’s race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, family status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

Refusal of Service

HES may refuse to provide electric service under one or more reasons as specified by the provisions of Substantive Rule § 25.477 of the PUCT. Such provisions include prior debt, inadequate facilities and prohibited equipment.

Force Majeure

If either Party is unable to perform its obligations, in whole or in part, due to an event of force majeure as defined herein then the obligations of the affected Party (other than the obligations to pay any amounts due prior to the force majeure event) shall be suspended to the extent made necessary by such event. The term “Force Majeure” shall mean any act or event that is beyond the claiming Party’s control (and which could not be reasonably anticipated and prevented through the use of reasonable measures), including, without limitation,

the failure of the TDSP to receive, transport or deliver, or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of force majeure of HES suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. Force Majeure shall not include (i) the opportunity for HES to sell the electricity to be sold under this Agreement to another party at a higher price than that set forth in the Agreement, (ii) the opportunity for Customer to purchase the electricity for its ESI IDs from another party at a lower price than that set forth in the Agreement, or (iii) the inability of either Party to pay its bills under the Agreement or any other of its bills.

Limitations of Liability

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT AND ACTUAL DAMAGES. AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES EXPRESSLY WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

Representations and Warranties

THE ELECTRICITY SOLD TO YOU UNDER THIS AGREEMENT WILL MEET THE APPLICABLE TDSP'S QUALITY STANDARDS, FURTHERMORE ALL ELECTRICITY WILL BE SUPPLIED FROM A VARIETY OF SOURCES. HES MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HES will not transfer funds from or through a financial institution or other third party who is a Sanctioned Person; and it will not engage in any transaction, activity or other dealing that would result in a violation of Sanctions by any person, including HES.

Assignment

You may not assign the Agreement in whole or in part without the prior written consent of HES and such assignee shall not be a Sanctioned Person. HES may, without your prior consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of HES; (c) transfer or assign this Agreement

to any person or entity succeeding to all or substantially all of the assets of HES; and/or (d) transfer or assign this Agreement to a certified REP. In the case of (b), (c) or (d) any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any valid assignment of the Agreement, you agree that HES shall have no further future obligations under this Agreement.

Change in Law

A "Change in Law" shall be deemed to have occurred should any judicial decision, order, new law or regulation, or change in the application of any applicable law that alters the market structure in ERCOT (including the imposition of any PUCT approved increases of TDSP delivery charges), requires a change in the method by which prices are calculated under this Agreement or materially affects HES' ability to perform its obligations under this Agreement. Should a "Change in Law" in which the only effect is a change in the manner in which prices are calculated HES shall have the right to make a pricing change in the amount of such approved change. Should the "Change in Law" not be related to a price change, but rather one that renders this Agreement unenforceable or illegal, then either party shall have the right to terminate this Agreement upon thirty (30) days notice to the other party.

Governing Law

This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas, without giving effect to the conflict of law principles. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state or federal courts of Texas for any matters to arise under this Agreement and which are not settled.

Commercial Customer Protections Waiver

If you are a non-residential customer whose annual peak demand is equal to or exceeds 50 kW or 50 kVa during any 12-month period or a non-residential customer whose load is part of an aggregation in excess of 50 kilowatts during the same 12-month period, to the extent allowed by law, you acknowledge and agree that the customer protection rights prescribed in your contract and PUC Substantive Rules §25.471, et seq. do not apply. You may review the applicable rules at <<https://www.puc.texas.gov/agency/ruleslaws/subrules/electric/Electric.aspx>>"

Entirety

This Agreement constitutes the entire understanding between the Parties, and supersedes and replaces any and all previous understandings, oral or written, in any matter relating to the subject matter hereof including any separate confidentiality agreement. This Agreement may be amended only upon mutual agreement of the Parties, which amendment shall not be effective unless evidenced in writing and executed by the Parties.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

Hudson Energy Services, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

YOUR RIGHTS AS A CUSTOMER

PLEASE READ: THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AS A CUSTOMER

This document summarizes Your Rights as a Customer, and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUCT). These rules apply to all retail electric providers (REPs) and the provider of last resort (POLR), unless otherwise noted. You may view the PUCT's rules at www.puc.state.tx.us/rules/subrules/electric. Contact information is Texas Public Utility Commission, Customer Protection Division, P.O. Box 13326 Austin, TX 78711-3326; Direct 512.936.7120; Toll Free 888.782.8477; TTY (512)936-7136 Relay Texas (toll-free) 1-800-735-2989; Fax (512)936-7003; web Address: www.puc.state.tx.us; e-mail Address: customer@puc.state.tx.us

Obtaining and Canceling Service

Unauthorized Change of Service Provider or "Slamming": A REP must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched without your authorization, you should request that the REP provide you with a copy of your authorization and verification. The REP must submit this to you within 5 business days of your request. If you are not satisfied with this response, you may also file a complaint with the PUC at the address provided below. Upon receipt of a complaint filed with the PUC, the REP must respond within 21 days of receipt of the complaint, providing all documentation relied upon by the REP related to the authorization to switch, and any corrective actions taken to date, if any. If a REP is serving your account without proper authorization, they must work with other market participants to take all actions necessary to return you to your original REP as quickly as possible. Your original REP has the right to bill you at the price disclosed in your terms of service from either: 1) the date you are returned to your original REP, or 2) any prior date chosen by your original REP for which that REP had the authorization to serve you.

The REP that served you without proper authorization shall, within five days from the date that your service is returned to your original REP, refund all charges paid for the time period the original REP ultimately bills you. In addition, the REP that served you without your authorization is responsible for paying all charges associated with returning your service to your REP of choice. For periods that the unauthorized REP served you that are not billed to you by your original REP, the REP that served you without your authorization may bill you, but at a rate no higher than the rate you would have been charged by your original REP.

Right of Rescission: When requesting a switch in service providers, you may rescind your contract with the new REP without any penalty or fee within 3 federal business days after you receive your Terms of Service Agreement. For details on how to rescind your service, please see your Terms of Service Agreement. This right of rescission does not apply to applicants requesting a move in. If you do not rescind your request for service within this three federal business day period, you will be responsible for all service rendered to you at the enrollment address. If you do not rescind the contract within this 3 federal business day period, you retain the right to select another REP and may do so by contacting that REP, although you will be responsible for any charges incurred to switch your service. See your Terms of Service Agreement for details regarding canceling or terminating your contract.

Billing Issues

Unauthorized Charges or "Cramming": Before any new charges are included on your electric bill, your REP must inform you of the product or service, all associated charges, how these charges will appear on your electric bill and obtain your consent to accept the product or service. Your REP must provide you with a toll-free telephone number and address that you may use to resolve any billing dispute or to ask questions about your bill. If you believe your electric bill includes unauthorized charges, you may contact your REP to dispute such charges and may file a complaint with the PUC. Your REP will not seek to terminate your electric service for nonpayment of an unauthorized charge or file an unfavorable credit report against you for disputed unpaid charges that are alleged to be unauthorized, unless the dispute is ultimately resolved against you. If the charges are determined to be unauthorized, your REP will cease charging you for the unauthorized service or product, remove the unauthorized charge from your bill, and refund or credit all money you paid for any unauthorized charge within 45 days. If charges are not refunded or credited within 3 billing cycles,

interest shall be paid to you at an annual rate established by the PUC on the amount of any unauthorized charge until it is refunded/credited. You may request all billing records under the REP's control related to any unauthorized charges within 15 business days after the date the unauthorized charge is removed from your bill. Your REP will not re-bill you for any charges determined to be unauthorized.

Deferred Payment Plans and Other Payment Arrangements: If you cannot pay your bill, please call your REP immediately. Your REP may offer you a short-term payment arrangement that allows you to pay your bill after your due date, but before your next bill is due. In addition, you may qualify for a "deferred payment plan". A deferred payment plan allows a customer to pay an outstanding bill in installments beyond the due date of the next bill. The REP may require an initial payment to initiate the agreement. Your REP must offer you a deferred payment plan unless you have received more than 2 termination/disconnection notices during the past 12 months or you have been their customer for less than 3 months and do not have sufficient credit or payment history with another REP. All REPs must offer customers deferred payment plans for bills that are due during an extreme weather emergency and to customers who have been under-billed in the amount of \$50.00 or more. A deferred payment plan may include a 5% penalty for late payment; however, the POLR may not charge a late fee. REPs must also offer level or average payment plans to customers who are not currently delinquent in payment to the REP. If you do not fulfill the terms of the payment arrangement deferred payment plan, or the level or average payment plan, your REP may either terminate or disconnect your service as discussed further below. For additional details on these programs, please see your Terms of Service Agreement or contact your REP for more information.

Financial and Energy Assistance: If a residential customer contacts the REP and indicates an inability to pay, the REP must inform the customer of all applicable payment options and payment assistance programs that are offered by or available from the REP. An electric customer who receives food stamps, Medicaid, TANF or SSI from the TDHS or whose household income is not more than 125% of the federal poverty guidelines may qualify for energy assistance from the Texas Department of Housing and Community Affairs (TDHCA). See the "Discounts for Low Income Customers" section for more details about discounts available for qualified low income customers.

Meter Reading and Testing: Please contact your REP for information regarding how to read your meter. You have the right to request a meter test. Your REP may make this request to your Local Distribution Company (LDC) on your behalf. If a test is performed more than once in a four-year period, and the meter is determined to be functioning properly, then you may be charged a fee for the additional meter test(s) at the rate approved for your LDC. The LDC or REP will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter.

Disconnection and Termination

Failure to Pay: For customers who do not pay their electric bill by the due date, their REP may either "terminate" their electric service agreement or request the LDC to "disconnect" the electric service, after the expiration of a required 10-day notice period.

Termination of Service: If your payment for electric service is not received by the due date on your bill, your service agreement may be terminated. Your REP will mail you a separate Termination Notice no earlier than the first day after the date your bill is due. The termination date will be no less than 10 days from the date the notice is issued. The final date your account balance is due may not fall on a holiday, weekend day, or any other day that the REP's personnel are not available to take payments. If payment is received, or satisfactory payment arrangements are made prior to the date of termination on the Termination Notice, your REP will continue to serve you under the Terms of Service Agreement in effect prior to issuance of the Termination Notice. Your REP cannot terminate your service for any of the following reasons:

- failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household;
- failure to pay any charge unrelated to electric service;
- failure to pay a different type or class of electric service not included on the account's bill when service was initiated;
- failure to pay under-billed charges that occurred for more than 6 months (except theft of service);

- failure of the guarantor to pay the amount guaranteed, when the REP has a written agreement, signed by the guarantor, which allows for disconnection of the guarantor's service.

Additionally, your REP may not terminate your service if it receives notification by the final due date stated on your termination notice that an energy assistance provider will be forwarding sufficient payment on your account, and you have paid or made arrangements to pay any outstanding debt not covered by the energy assistance provider.

Disconnection of Service: The PUC has provided that under certain dangerous circumstances (such as unsafe electric line situations) any REP, including the Provider of Last Resort (POLR), may authorize your LDC to disconnect your electric service without prior notice to you. Additionally, your REP may be allowed to seek to have your electric service disconnected for any of the reasons listed below:

- failure to pay a bill owed to the REP or to make a deferred payment arrangement by the date of disconnection;
- failure to comply with the terms of a deferred payment arrangement or other payment agreement made with the REP;
- using service in a manner that interferes with the service of others or the operation of nonstandard equipment;
- failure to pay a deposit required by the REP; or Prior to disconnecting your service, your REP must provide you with a written Disconnect Notice. This notice must be mailed to you separately (or hand-delivered) no earlier than the first day after the date your bill is due. The disconnection date must be 10 days from the date the notice is issued and may not fall on a holiday or weekend (or the day preceding) unless the REPs personnel are available to take payments and service can be reconnected.

Your REP may not seek to have your electric service disconnected by your LDC for any of the reasons listed under the Termination of Service section of this document. Additionally, your REP may not disconnect your electric service:

- if the REP receives notification by the final due date stated on the disconnection notice that an energy assistance provider will be forwarding sufficient payment on your account, and you have paid or made payment arrangements to pay any outstanding debt not covered by the energy assistance provider's payment.
- for non-payment during an extreme weather emergency, and upon request, the REP must offer you a deferred payment plan for bills due during the emergency; or
- for non-payment if you inform the REP, prior to the disconnection date stated on the notice, that you or another resident on the premises has a critical medical need for electric service. However, to obtain this exemption, you must enter into a deferred payment plan with your REP and have the ill-person's attending physician contact the REP and submit a written statement attesting to the necessity of electric service to support life. This exemption from disconnection due to illness or disability shall be in effect for 63 days and may be applied for again after the 63 days has expired and the deferred payment plan has been fulfilled.

Restoration of Service: If your service has been disconnected by your REP for non-payment, your REP or the POLR will, upon satisfactory correction of the reasons for the disconnection, notify your LDC to reconnect your service. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate to your REP or the POLR that you have corrected the dangerous situation.

Disputes With Your Provider

Complaint Resolution: Please contact your REP if you have specific comments, questions or complaints. Upon receipt of a complaint, your

REP must investigate and notify you of the results within 21 days. If you are dissatisfied with the results of the investigation, you may request a supervisory review, if available. Your REP must advise you of the results of the supervisory review within 10 business days of your request. If you are dissatisfied with the results of the investigation or supervisory review, you may file a complaint with the PUC or the Office of the Attorney General, Consumer Protection Division. Please include your name and account number, as well as an explanation of the facts and the resolution you desire in your complaint. For a complaint involving a disputed bill, your REP may not initiate collection activities or termination or disconnection activities or report the delinquency to a consumer reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, your REP may terminate or disconnect your service for non-payment of any undisputed portion of the bill.

Other Protections

Do Not Call List: The PUC maintains a "Do Not Call List" of customers who do not want to receive telemarketing calls for electric service. Call toll-free 1.866.TXNOCAL(L) or 1.866.896.6225, or visit the PUC website at www.puc.state.tx.us to subscribe to the Do Not Call List. Consumers may register their name, address, and telephone number to the statewide "Do Not Call List," which will help limit telemarketing calls to your home or business. Customers may sign up for the list for a nominal fee. You may register for the "Do Not Call List" in three ways: online at www.texasnocall.com, call toll free 1-866.TXNOCAL(L) (1.866.896.6225), or write Texas No Call, 711 Atlantic Ave, 6th Floor, Boston, MA 02111.

Language Availability: You may request to receive information from your REP in Spanish, or any language in which you were initially solicited. This includes the Terms of Service Agreement, Electricity Facts Label, bills and bill notices, information on new electric services, discount programs, promotions, and access to customer assistance. You will receive this Your Rights as a Customer document and termination and disconnection notices in English and Spanish, or English and your designated language, if you have designated a language other than Spanish and were originally solicited in that language.

Privacy Rights: Except as described below, REPs may not release your proprietary customer information to any other person without your consent. This includes your name, address, account number, type or classification of service, historical electricity usage, expected patterns of use, types of facilities used in providing service, individual contract terms and conditions, price, current charges or billing records. This prohibition does not apply to the release of your information under certain circumstances as required by law, including release to the PUC, an agent of your REP, consumer reporting agencies, law enforcement agencies or your LDC. A REP may also share this information with a third party for the purpose of marketing such party's products or services to you after you are provided an opportunity to opt-out of the release of your information. In addition, this prohibition does not apply to the release of prior historical usage upon request and authorization of a current customer or applicant of a premise. Industrial and commercial customers may contact their REP or LDC and designate that their prior historical usage is competitively sensitive in order to prevent the release of this information.

Special Services: Your REP may offer special services for hearing-impaired customers and programs for customers with physical disabilities. If you have a physical disability or require special assistance regarding your electric account, please contact your REP to inquire about the process to become qualified for any of these special services.

Report Outages: Please contact your local transmission and distribution in the event of and outage or an emergency. Hudson Energy has provided the contact information below for our customer to call if an outage occurs or an emergency arises.

Hudson Energy, REP Certificate No. 10092

24 HOUR SERVICE OUTAGE REPORTING AND LOAD SHED

Please use these numbers for reporting outages or other emergencies.

AEP TEXAS CENTRAL (ATC):	866.223.8508
AEP TEXAS NORTH (ATN):	866.223.8508
CENTERPOINT ENERGY (CPE):	800.332.7143
TEXAS NEW MEXICO POWER (TNMP):	888.866.7456
ONCOR (ONCOR):	800.233.2133
LUBBOCK POWER & LIGHT (LP&L):	806.775.2509

<https://www.hudsonenergy.net/texasoutageloadshed>

CONTACT INFORMATION FOR HUDSON ENERGY SERVICES, LLC

INTERNET ADDRESS:	hudsonenergyservices.com
E-MAIL ADDRESS:	hudsonenergycare@hudsonenergy.net
MAILING ADDRESS:	P.O. Box 142109, Irving, Texas 75014-2109
TELEPHONE NUMBER:	1.866.483.7664
FAX NUMBER:	1.888.893.9882
OFFICE HOURS:	Mon. - Fri. 8:30 am - 5:30 pm CPT

Certificado REP No. 10092

Importante: Este documento incluye información importante sobre sus derechos como cliente

Este documento resume sus derechos como cliente y se rige por las normas adoptadas por la Comisión de Servicios Públicos de Texas (PUC, por su sigla en inglés). Estas normas se aplican a todos los proveedores minoristas de electricidad (REP) y al proveedor de último recurso (POLR), salvo indicación en contrario. Puede consultar las normas de la PUC en <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>. Encontrará la información de contacto al pie de este documento.

Obtención y cancelación del servicio

Cambio no autorizado del proveedor de servicio o «slamming»: Antes de cambiar el servicio de electricidad, el REP debe obtener su autorización comprobable. Si usted considera que el servicio de electricidad ha sido cambiado sin su autorización, deberá solicitar al REP que le entregue una copia de su autorización y verificación. Deberá entregársela dentro de los 5 días hábiles contados a partir de su solicitud. Si usted no está satisfecho con la respuesta, también podrá presentar un reclamo ante la PUC en la dirección que aparece al pie de este documento. Ante la presentación de un reclamo ante la PUC, el REP deberá responder dentro de los 21 días de su recepción, incluyendo toda la documentación respaldatoria relacionada con la autorización del cambio y cualquier acción correctiva tomada a la fecha, en su caso. Si un REP está prestando servicio a su cuenta sin una autorización adecuada, deberá trabajar con otros participantes del mercado para tomar todas las acciones necesarias para que su servicio vuelva a estar a cargo del REP originario tan pronto como sea posible. Su REP originario tiene el derecho de cobrarle al precio informado en los términos y condiciones del servicio a partir de: 1) la fecha en que su servicio vuelve al REP originario, o 2) cualquier fecha anterior elegida por el REP originario respecto de la cual este está autorizado a prestarle servicios a usted.

El REP que le prestó servicios sin la autorización adecuada deberá, dentro de los cinco días posteriores a la fecha en la que el servicio regresó al REP originario, reembolsarle todos los cargos pagados por el tiempo que el REP originario le cobró a usted. Asimismo, el REP que le prestó servicios sin autorización es responsable de pagar todos los cargos asociados con restituir el servicio al REP que usted eligió. Para los períodos que el REP no autorizado le prestó servicios y que el REP originario no le facture, el REP que le prestó servicios sin autorización podrá facturarle, pero a una tarifa que no supere la tarifa que le hubiese cobrado su REP originario.

Derecho de rescisión: Al solicitar un cambio de proveedor de servicio, podrá rescindir su contrato con el nuevo REP sin multa o cargo dentro de los tres (3) días hábiles federales después de recibir los Términos del servicio. Para más información sobre cómo rescindir el servicio, vea los Términos del servicio. Este derecho de rescisión no se aplica a las solicitudes de mudanza. Si no rescinde la solicitud de servicio dentro de dicho período de tres (3) días hábiles federales, será responsable por todos los servicios que se le hayan prestado en la dirección de inscripción. Si no rescinde el contrato dentro de dicho período de tres (3) días hábiles federales, seguirá teniendo derecho a seleccionar otro REP contactando al REP de su elección; sin embargo, deberá correr con los cargos correspondientes al cambio del servicio. Para más información sobre la cancelación del servicio o terminación del contrato, consulte los Términos de servicio.

Problemas de facturación

Cargos no autorizados o «cramming»: Antes de incluir nuevos cargos en la factura de electricidad, su REP deberá informarle el producto o servicio, todos los cargos asociados, cómo estos cargos aparecerán en la factura de electricidad y deberá obtener su aceptación del producto o servicio. Su REP deberá proporcionarle un número de teléfono gratuito y una dirección donde poder ventilar cualquier controversia o hacer consultas sobre la facturación. Si considera que la factura de electricidad incluye cargos no autorizados, podrá comunicarse con su REP para cuestionar los cargos y podrá presentar un reclamo ante la PUC.

Su REP no intentará terminar el servicio de electricidad debido a la falta de pago de un cargo no autorizado ni presentará un informe crediticio desfavorable contra usted por cargos impagos controvertidos que usted alega no estar autorizados, salvo que la controversia se resuelva en contra de usted. Si se determina que los cargos no están autorizados, su REP dejará de cobrarle el servicio o producto no autorizado, retirará el cargo no autorizado de su factura, y le reembolsará o acreditará todo el dinero que usted pagó por el cargo no autorizado dentro de los 45 días. Si no se le reembolsan o acreditan los cargos dentro de los tres (3) ciclos de facturación, se le deberán abonar intereses a una tasa anual establecida por la PUC sobre el monto de todo cargo no autorizado hasta que este sea reembolsado o acreditado. Podrá solicitar todos los registros de facturación a cargo de REP en relación con los cargos no autorizados dentro de los 15 días hábiles después de la fecha en que el cargo no autorizado es retirado de su factura. Su REP no le volverá a facturar cualquier cargo que se determine no estar autorizado.

Planes de pago diferido y otros acuerdos de pago: Si no puede pagar su factura, llame a su REP de inmediato. Su REP podrá ofrecerle un acuerdo de pago a corto plazo que le permita pagar su factura después de la fecha de vencimiento, pero antes de que venza la próxima factura. Asimismo, es posible que reúna las condiciones para un «plan de pago diferido». Un plan de pago diferido permite a un cliente pagar una factura pendiente de pago en cuotas después de la fecha de vencimiento de la siguiente factura. El REP podrá solicitarle un pago inicial para dar comienzo al acuerdo. El REP podrá ofrecerle un plan de pago diferido salvo que haya recibido más de dos (2) avisos de terminación del contrato/desconexión del servicio durante los últimos 12 meses o si ha sido cliente de la empresa por menos de tres (3) meses y no tiene suficiente historia crediticia o de pago con otro REP. Todos los REP deben ofrecer a los clientes planes de pago diferido para las facturas pendientes de pago durante momentos de emergencia climática extrema y a clientes que fueron infrafacturados por \$50,00 o menos. Un plan de pago diferido puede incluir una penalidad de 5% por pago fuera de término; sin embargo, el REP no puede cobrar un cargo por mora. Los REP deben también ofrecer planes de pago promedio o de nivelación a los clientes

que no se encuentran en mora. Si usted no cumple con los términos del plan de pago diferido o el plan de pago promedio o de nivelación, su REP podrá dar por concluido el contrato o desconectar el servicio según se indica a continuación.

Para obtener más información sobre estos programas, consulte los Términos de servicio o contacte a su REP.

Asistencia financiera y energética: Si un cliente residencial se comunica con el REP y le informa su incapacidad de pagar, el REP deberá informarle todas las opciones de pago aplicables y los programas de asistencia para el pago que este ofrece o pone a disposición. Un cliente de servicios de electricidad que recibe estampillas para alimentos, Medicaid, TANF o SSI de TDHS o cuyos ingresos familiares no superan el 125% de los lineamientos de pobreza federales podrá calificar para recibir asistencia energética del Departamento de la Vivienda y Asuntos Comunitarios de Texas (TDHCA). Consulte la sección «Descuentos para clientes de bajos ingresos» para obtener más información sobre los descuentos disponibles para clientes de bajos ingresos.

Lectura de medidores y pruebas: Comuníquese con su REP para obtener información sobre cómo leer su medidor. Tiene derecho a solicitar una prueba de medidor. Su REP podrá presentar una solicitud a su Empresa de Distribución Local (TDSP) en nombre suyo. Si se realiza una prueba más de una vez en un período de cuatro años y se determina que el medidor funciona adecuadamente, se le podrá cobrar un cargo por la o las pruebas adicionales de medidor a la tarifa aprobada por su TDSP. La TDSP o el REP le informarán los resultados de la prueba, incluyendo la fecha de la prueba, la persona a cargo de su realización y, de corresponder, la fecha de remoción del medidor.

Desconexión y terminación del contrato

Incumplimiento en el pago: En el caso de los clientes que no pagan la factura de electricidad antes de la fecha de vencimiento, el REP podrá «terminar» el contrato de servicio de energía o solicitar a la TDSP que «desconecte» el servicio de electricidad después del vencimiento del período de preaviso obligatorio de 10 días.

Terminación del contrato y desconexión del servicio: Si su pago por el servicio de electricidad no es recibido para la fecha de vencimiento que aparece en la factura, se podrá dar por terminado su contrato y el servicio de electricidad podrá ser desconectado. Su REP le enviará por correo un aviso de desconexión separado al menos un día después del vencimiento de su factura. La fecha de desconexión no será menos de 10 días a partir de la fecha de emisión del aviso. La fecha definitiva de vencimiento de su saldo de cuenta no podrá coincidir con un día feriado, un fin de semana o ningún otro día en que el personal del REP no esté disponible para aceptar pagos. Si se recibe el pago o se llega a un acuerdo satisfactorio de pago antes de la fecha de desconexión que aparece en el aviso de desconexión, su REP continuará prestándole servicios bajo los Términos del servicio vigentes antes de la emisión del aviso de desconexión. Su REP no podrá solicitar una desconexión de servicio por las siguientes razones:

- falta de pago del servicio de electricidad por un ocupante anterior si este no pertenece a la misma familia;
- falta de pago de cargos no relacionados con el servicio de electricidad;
- falta de pago de un tipo o clase diferente de servicio de electricidad no incluido en la factura de la cuenta cuando se inició el servicio;
- falta de pago de cargos infrafacturados que tuvieron lugar más de seis (6) meses anteriores (salvo robo del servicio);
- falta de pago de cargos cuestionados, con excepción del monto no cuestionado, hasta que se resuelva la precisión de los cargos en conflicto;
- falta de pago de cargos por infrafacturación debido a una medición defectuosa, salvo que el medidor haya sido manipulado;
- falta de pago de una factura estimada, salvo que la estimación fuese realizada por la TDSP;
- falta de pago por el garante de un monto garantizado, cuando el REP cuenta con un acuerdo escrito firmado por el garante en virtud del cual se permite la desconexión del servicio del garante.

Asimismo, su REP no podrá terminar el contrato o desconectar el servicio si recibe una notificación en la fecha de vencimiento final indicada en el aviso de desconexión, o antes de ella, en la que se informa que un proveedor de asistencia energética enviará un pago suficiente para aplicar a la cuenta, y si usted ha pagado o ha tomado medidas para pagar una deuda pendiente de pago no cubierta por el proveedor de asistencia energética. Además, durante emergencias climáticas extremas, y a solicitud, el REP podrá ofrecerle un plan de pago diferido para las facturas vencidas e impagas durante dicha emergencia.. Deberá informarle al REP antes de la fecha de desconexión indicada en el aviso que usted u otro residente de las instalaciones tiene una necesidad crítica de servicio de electricidad por razones médicas. Sin embargo, para obtener esta exención deberá aceptar un plan de pago diferido de su REP y el médico que trata a la persona enferma deberá comunicarse con el REP y presentar una declaración escrita dando fe de la necesidad vital del servicio de electricidad. Esta exención de desconexión debido a enfermedad o discapacidad estará vigente por 63 días y podrá ser solicitada nuevamente luego de ese período y si se cumplió el plan de pago diferido.

Restauración del servicio: Si su servicio ha sido desconectado por su REP por falta de pago, este o el POLR, ante corrección satisfactoria de los motivos de desconexión, notificará a su TDSP para que vuelva a conectar el servicio. Si el servicio fue desconectado debido a una situación peligrosa, el servicio será reconectado una vez que demuestre a su REP o al POLR que ha corregido la situación peligrosa.

Conflictos con su proveedor de servicio

Resolución de reclamos: Comuníquese con su REP en caso de comentarios, preguntas o reclamos específicos. Luego de recibir un reclamo, el REP deberá investigar el asunto y notificarle los resultados dentro de los 21 días. Si no está de acuerdo con los resultados de la investigación, podrá solicitar una revisión por un supervisor, si estuviese disponible. Su REP deberá informarle los resultados de la revisión por un supervisor dentro de los 10 días hábiles de haberla solicitado. Si no está satisfecho con los resultados de la investigación o la revisión del supervisor, podrá presentar una queja ante la PUC o la División de Protección al Consumidor de la Fiscalía General. Tenga a bien incluir su nombre y número de cuenta, como así también una explicación de los hechos y cómo espera se resuelva el reclamo. En el caso de un reclamo sobre una

factura, su REP no podrá iniciar actividades de cobro, de extinción del contrato o de desconexión del servicio, ni denunciar la mora a una agencia de informes crediticios respecto de la parte de la factura bajo conflicto. Sin embargo, luego de una notificación adecuada, el REP podrá extinguir el contrato o desconectar el servicio debido a la falta de pago de la parte de la factura que no genera conflicto.

Otras protecciones

Lista de no efectuar llamados La PUC mantiene una «Lista de no efectuar llamados» en la que se incluye a los clientes que no quieren recibir llamadas de mercadotecnia por servicios de electricidad. Llame sin cargo al 1-866- TXNOCAL(L) o al 1-866-896-6225, o visite el sitio web de la PUC en <http://www.puc.texas.gov/consumer/phone/Nocall.aspx> para suscribirse a la Lista de no efectuar llamados. Los clientes podrán registrar su nombre, dirección y número de teléfono en la «Lista de no efectuar llamados», aplicable en todo el estado, mediante la cual se ayudará a limitar los llamados de mercadotecnia a la residencia o trabajo de los clientes. Se deberá pagar un cargo simbólico para inscribirse en la lista. Podrá inscribirse a través de una de las siguientes tres alternativas: en línea en www.texasnocall.com, llamando sin cargo al 1-866-TXNOCAL(L) (1-866-896-6225), o escribiendo a Texas No Call, 711 Atlantic Ave, 6th Floor, Boston, MA 02111.

Disponibilidad de información en otros idiomas: Podrá solicitar recibir información de su REP en español o en el idioma en el que inicialmente se le haya ofrecido el servicio. Dicha información incluye los términos del servicio, la etiqueta de datos sobre la electricidad, facturas y avisos de factura, información sobre nuevos servicios de electricidad, programas de descuentos, promociones y acceso a asistencia al cliente. Recibirá el documento Sus derechos como cliente y los avisos de terminación del contrato y de desconexión del servicio en inglés y en español, o en inglés y el idioma elegido por usted, si eligió otro idioma que no sea el español y el servicio le hubiese sido ofrecido en ese otro idioma.

Derechos de privacidad: Con excepción de lo descrito a continuación, los REP no pueden divulgar su información exclusiva de cliente a otras personas sin su consentimiento. Esto incluye su nombre, dirección, número de cuenta, tipo o clasificación de servicio, uso histórico de la electricidad, patrones esperados de uso, tipos de instalaciones utilizadas en la prestación del servicio, términos y condiciones individuales del contrato, precio, cargos actuales o registros de facturación. Esta prohibición no se aplica a la divulgación de información sobre usted bajo ciertas circunstancias exigidas por ley, incluyendo la divulgación a la PUC, a un agente de su REP, a las agencias de información crediticia, las autoridades de administración de justicia y a su TDSP. Un REP podrá también compartir su información a terceros para que estos le ofrezcan sus productos o servicios después de que usted haya recibido la oportunidad de optar por la no divulgación de su información. Asimismo, esta prohibición no se aplica a la divulgación del uso histórico anterior a solicitud y bajo la autorización de un cliente actual o un postulante de una instalación. Los clientes industriales y comerciales podrán contactar a su REP o TDSP e indicar que el uso histórico anterior es confidencial por razones de competencia a fin de evitar que se divulgue tal información.

Servicios especiales: Su REP podrá ofrecer servicios especiales para clientes con dificultades de audición y programas para clientes con discapacidades físicas. Si tiene una discapacidad física o necesita asistencia especial respecto de su cuenta de electricidad, comuníquese con su REP para consultar sobre el proceso para acceder a estos servicios especiales.

Denuncia de cortes de energía: Comuníquese con la empresa de distribución y transmisión local en el caso de un corte de energía o emergencia. Hudson Energy incluye a continuación la información de contacto para que el cliente llame en caso de cortes o emergencias.

Información de contacto

REP

Hudson Energy Services, LLC
P.O. Box 142109
Irving, TX 75014-2109
Sitio web: www.hudsonenergyservices.com
Dirección de email: HUDSONENERGYCARE@HUDSONENERGY.NET
Certificado No. 10092

Servicio al cliente del REP

Lunes a viernes de 8:00 a.m. a 5:30 p.m. Hora del Centro
Línea gratuita (866) 483-7664 Fax gratuito (888) 893-9882

Corte de suministro, emergencias y distribución de carga

Área de servicio de ONCOR 1-888-313-4747
Área de servicio de CenterPoint: 1-800-332-7143
Área de servicio de TNMP: 1-888-866-7456
AEP Texas Central Company o AEP Texas North Company: 1-866-223-8508
Lubbock Power & Light (LP&L): 1-806-775-2509
<https://www.hudsonenergy.net/texasoutageloadshed>

Comisión de Servicios Públicos de Texas

División de Protección al Cliente
P.O. Box 13326
Austin, TX 78711-3326
Línea directa (512) 936-7120; Línea gratuita 1-888-782-8477
TTY (512)936-7136 Relay Texas (toll-free) 1-800-735-2989
Fax (512)936-7003
Sitio web: www.puc.texas.gov
Dirección de correo electrónico: customer@puc.texas.gov

Electricity Facts Label (EFL)
Hudson Energy Services, LLC d/b/a Hudson Energy
COMMERCIAL FIXED RATE PRODUCT

TDSP

Electricity Price

Customer's Energy Price, as indicated on the Application for Service, is _____ ¢/kWh ("EP").

Average Monthly Use		
1,500 kWh	2,500 kWh	3,500 kWh

Securitization Default and Uplift Charges are included in the Average Price and are subject to adjustment during the contract term:

- Market Securitization Debt Financing (Default) = 0.00250 ¢/kWh
- Market Securitization Debt Financing (Uplift) = 0.05500 ¢/kWh

Some locations may be subject to a TDSP Underground Facilities and Cost Recovery Charge authorized by their city that is not included in the price above. See your TDSP's tariff for a list of cities and authorized charges.

Other Key Terms and Questions

See Terms of Service statement for a full listing of fees, deposit policy and other terms.

Disclosure Chart

Type of Product:	Fixed Rate Product.
Contract Term:	_____ Months.
Do I have a termination fee or any fees associate with terminating service?	Yes. Future Use multiplied by 1.0 cents per kWh.
Can my price change during contract period?	Yes, but only in the limited circumstances described below.
If my price can change, how will it change, and by how much?	Your price can change to reflect changes in TDSP charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to loads or changes resulting from federal, state, or local laws that impose new or modified fees or costs on Hudson Energy that are beyond our control.
What other fees may I be charged?	See Pricing section on Terms of Service Statement.
Is this a pre-pay or pay-in-advance product?	No.
Does the REP purchase excess distributed renewable generation?	No.
Renewable Content:	26.3%
The statewide average for renewable content is:	31.1%

Hudson Energy Services, LLC d/b/a Hudson Energy

P.O. Box 142109 Irving, Texas 75014-2109

HudsonEnergyCare@hudsonenergy.net

hudsonenergy.net 1.866.483.7664

PUCT Certificate No. 10092

Monday – Friday: 8:30 am to 5:30 pm CST

Version Number: 20.0

Electricity Facts Label (EFL)
Hudson Energy Services, LLC d/b/a Hudson Energy
COMMERCIAL FIXED RATE PRODUCT
LUBBOCK POWER & LIGHT

TDSP

Electricity Price

Customer's Energy Price, as indicated on the Application for Service, is _____ ¢/kWh ("EP").

Average Monthly Use		
1,500 kWh	2,500 kWh	3,500 kWh

Some locations may be subject to a TDSP Underground Facilities and Cost Recovery Charge authorized by their city that is not included in the price above. See your TDSP's tariff for a list of cities and authorized charges.

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Contract Term:	_____ Months.
Do I have a termination fee or any fees associate with terminating service?	Yes. Future Use multiplied by 1.0 cents per kWh.
Can my price change during contract period?	Yes, but only in the limited circumstances described below.
If my price can change, how will it change, and by how much?	Your price can change to reflect changes in TDSP charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to loads or changes resulting from federal, state, or local laws that impose new or modified fees or costs on Hudson Energy that are beyond our control.
What other fees may I be charged?	See Pricing section on Terms of Service Statement.
Is this a pre-pay or pay-in-advance product?	No.
Does the REP purchase excess distributed renewable generation?	No.
Renewable Content:	26.3%
The statewide average for renewable content is:	31.1%

Hudson Energy Services, LLC d/b/a Hudson Energy

P.O. Box 142109 Irving, Texas 75014-2109

HudsonEnergyCare@hudsonenergy.net

hudsonenergy.net 1.866.483.7664

PUCT Certificate No. 10092

Monday – Friday: 8:30 am to 5:30 pm CST

Version Number: 20.0



HUDSON ENERGY SERVICES, LLC

P.O. Box 142109
Irving, TX 75014-2109
PUCT License # 10092
866-HUDSON4
888-893-9882

LETTER OF AUTHORIZATION

Applicant Billing Name: _____

Applicant Billing Address: _____

Applicant Service Address: _____

ESI ID, if available: _____

Applicant's federal tax identification number: _____

If applicable, name of individual legally authorized to act for customer and relationship to applicant: _____

Telephone number of individual authorized to act for applicant: _____

_____ By initialing here. I acknowledge that I have read and understood the terms of service for the product for which I am enrolling.

_____ By initialing here, I authorize Hudson Energy Services, LLC to review Customer's credit and payment history with credit reporting agencies, affiliates and previous electricity providers.

_____ By initialing here. I acknowledge that I understand that the price I am agreeing to is _____.____ cents per kWh. The terms of service that I am agreeing to is _____ months, that I will be required to pay a deposit in the amount of \$0 in order to enroll, that I prefer to receive information in English, and that there is a penalty for early cancellation of 1.0 cents per kWh times the average monthly usage times the number of months cancelled, as specified by the terms of service.

_____ By initialing here and signing below. I am authorizing Hudson Energy Services LLC to become my new retail electric provider and to act as my agent to perform the necessary tasks to establish my electric service account with Hudson Energy Services LLC. This authorization to establish or switch my provider to electric service extends to the following locations.

I have read and understood this Letter of Authorization and the terms of service that describe the service I will be receiving. I am at least eighteen years of age and legally authorized to select or change retail electric providers for the service address(es) listed above.

Signed: _____ Date: _____

You have the right to review and, in the case of a switch request, rescind the terms of service within three federal business days, after receiving the terms of service, without penalty. You will receive a written copy of the terms of service document that will explain all of the terms of the agreement and how to exercise the right of rescission before your electric service is switched to the REP.



Letter of Authorization for the Request of Historical Usage Information

Date: _____ Expiration Date: _____

LIST TDU (List TDUs that apply to request)

- Oncor Electric Delivery Centerpoint LP&L
- AEP TNMP

Please accept this letter as a formal request and authorization for the above referenced Distribution Company (TDU) to release energy usage data, including kWh, kVA or kW, and interval data (if applicable) at the following location(s) to Hudson Energy Services, LLC. This information request shall be limited to no more than the most recent 12-month period of service.

If the ESI IDs are metered using an Interval Data Recorder, please indicate whether summary level and/or interval data is required.

- Summary Billing Data Only
- Interval Data Only
- Both Summary and Interval Data

If an attachment is used, please use a separate attachment per TDSP with the ESI IDs that are specific to a TDSP. TDSP will reject if ESI IDs are submitted that are not associated with their territory.

<u>Service Address</u>	<u>ESI Number (found on bill)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please forward usage and load information in electronic (Microsoft Excel) format to:

E-mail: matrix@hudsonenergy.net

AUTHORIZATION

I affirm that I have the authority to make and sign this request on behalf of my company for all ESI IDs associated with this request.

<u>(Signature)</u>	<u>(Company)</u>
Hudson Energy Services, LLC affirms that it has authorization from the Customer identified below to obtain Customer's historical usage information and holds the TDSP harmless for providing the historical data to requested party as identified on this form.	

<u>(Name, Printed)</u>	<u>(Billing Street Address)</u>
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<u>(Title)</u>	<u>(City, State, Zip Code)</u>
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<u>(e-mail Address)</u>	<u>(Telephone Number)</u>
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Prospective Hudson Energy Customer, please complete the form above and fax it to the fax number below.

Hudson Energy Services, LLC Fax: 888-893-9882
 Phone: 866-HUDSON4
 E-mail: matrix@hudsonenergy.net



Dear Customer,

Hudson Energy Services would like to take this opportunity to inform you that the Prompt Payment Act (PPA) may be applicable to you if you are a Texas governmental entity or political subdivision. As a Hudson Energy customer, PPA billable entities can remit payment within 45 days, not incur late fees, and have a special interest rate applicable to late payment as outlined in the PPA (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.225.htm>).

To receive PPA billing as a Texas governmental entity or political subdivision. Please call at 866-492-7664 for more information or provide written notice of your classification as a Texas governmental entity or political subdivision to Hudson Energy Services, PO Box 142109, Irving, TX 75014. You may also notify us via email at HUDSONENERGYCARE@HUDSONENERGY.NET. Customer Care representatives are available to answer your questions Monday through Friday from 8AM until 5PM (CST).

Thank you for allowing Hudson Energy to serve you and we look forward to continuing to meet your energy needs.

Sincerely,

Hudson Energy Customer Care

THIRD PARTY AUTHORIZATION LETTER FOR USAGE AND BILLING DATA

To: Hudson Energy Services, LLC, PUCT License 10092

Please accept this letter as a formal authorization for the below referenced Company ("Hudson Customer") to release energy usage and billing data, and contract documents, for all locations associated with Document Number(s) listed below, to the Third Party Company listed below. This third party authorization letter shall be in effect until the Hudson Customer provides a letter to Hudson Energy Services, LLC that such information shall no longer be released to the Third Party Company.

AUTHORIZATION

I affirm that I have the authority to make and sign this authorization on behalf of my company to release information for all ESIDs associated with this request and the Document Number(s) as listed.

(Signature)

(Name, Printed)

(Company)

(Date)

DOCUMENT NUMBER(S):

RELEASE INFORMATION TO:

(Third Party Company)

Hudson Energy Customer, please complete the authorization above and fax to:

Hudson Energy Services, LLC

Fax: 888-893-9882