

BILLING INFORMATION			
Company Name:			Agreement Type:
Billing Address:			Contact Name:
Suite/Unit#:			Contact Phone:
City:			Email (Required):
State:	Zip:	Fax:	
Renewal Start Date (MM/YY):		Renewal End Date (MM/YY):	

ADDITIONAL INFORMATION			
Language Preference	<input type="checkbox"/> English	<input type="checkbox"/> Spanish	(only select one):
Tax Exempt?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	TPV Code:
If "Yes" then the appropriate tax exemption form must be submitted with this Authorization Form.			TAX ID:
			Promo Code:

AUTHORIZATION			
Fixed Energy Charge (per kWh):		Contract Term: ()	Months
<input type="checkbox"/>		Plus (+)	Monthly Base Charge (per Meter ESID):
		Estimated TDU Charges <input type="checkbox"/> \$	= all-in Price: \$

The all-in Price is based on estimated monthly usage of 3500 and does not include taxes or non-recurring fees. See Electricity Facts Label (EFL) for details including how your price is calculated, how it may change, and for pricing at other usage levels

► I acknowledge and agree to the above Price and Term, and that I have been given a reasonable opportunity to read and understand the Terms of Service ("TOS") version **TOS052019** and Electricity Facts Label ("EFL") version **EFL052019** and Your Rights As a Customer ("YRAC") version **YRAC052019** for the product for which I am enrolling. I understand that I will be provided a written copy of the TOS that explains that I have the right to review and, in case of a normal switch request, rescind this Agreement within three federal business days after receipt of the TOS without penalty. There are no rescissions on orders for move-in or renewal agreements or customers whose aggregate demand is greater than 50 kilowatts ("kW").

► I understand that Constellation may request my credit history prior to offering service and may require a deposit equal to the sum of the estimated billings for the highest two months, prior to service being received if I do not meet the credit standards now or at any time hereafter.

► I understand and agree that there is an early termination fee for early cancellation. The early termination fee will be calculated as follows:

- all amounts I owe Constellation for electricity provided to me, plus
- the positive difference, if any, between (A) the price I would have paid Constellation under this Agreement had it not been terminated early (including Constellation's margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by Constellation based on information available to it internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity I would have consumed through the end of the term, as reasonably calculated by Constellation, plus
- all costs (including attorneys' fees, expenses and court costs) Constellation incurs in collecting amounts I owe under this Agreement.

If Constellation terminates this Agreement because: I provide inaccurate or misleading information, I do not pay my invoices, or I otherwise breach my obligations under the TOS, then I will be charged a termination fee as calculated above.

► **By signing below, I am authorizing Constellation to become my Retail Electric Provider and to act as my agent to perform the necessary tasks to establish my electric service account with Constellation. I also authorize Constellation to share my customer information with its affiliates, and its and their third party providers. This authorization to establish my electric service with Constellation extends to all locations and ESIDs identified in this Agreement.**

I have read and understand this Commercial Electricity Authorization Form ("Authorization Form"), the TOS, and any applicable YRAC and EFL (collectively the "Agreement"), which constitute the entire agreement between Constellation and me and supersede any other discussion or agreements, whether oral or written concerning service(s) at the locations and ESIDs identified in this Authorization Form. I am at least eighteen years of age and legally authorized to select or change Retail Electric Provider for the Service Address(s) and ESID(s) listed below.

SERVICE INFORMATION			
Service Address:		<input type="checkbox"/>	Standard Switch
Suite/Unit:		<input type="checkbox"/>	Self-Selected Switch Date:
City:		<input type="checkbox"/>	Move In
State:	Zip:	<input type="checkbox"/>	Priority Move In

* Standard Switches may take up to 7 business days, may be estimated by the TDU, and do not incur non-recurring TDU fees.
 ** Self-Selected switch requests will be requested on the business day identified by Customer. Non-recurring TDU charges will apply.
 *** Move In - Approximately 3-5 business days. Non-recurring TDU charges will apply.
 **** Provisioned Advanced Meters (AMS): Standard Move-Ins and Switches submitted by 5:00 PM (CST) on an AMS-Operational Day* may be completed the same day as requested, otherwise, will be completed the next AMS-Operational Day.

Customer Signature: _____ Date: ____/____/____ Constellation: _____
 Print Name: _____ Title: _____

ANY UNILATERAL ALTERATION, STRIKEOVER OR MODIFICATION TO THE PREPRINTED TEXT OR LINE ENTRIES OF THIS AUTHORIZATION FORM OR ITS ACCOMPANYING DOCUMENTATION (I.E., "YRAC", TOS or EFL) SHALL BE OF NO EFFECT WHATSOEVER, AND AT CONSTELLATION'S SOLE DISCRETION, MAY RENDER THIS AGREEMENT INVALID



Electricity Facts Label (EFL)
Constellation NewEnergy, Inc.
Small Commercial Fixed Rate Product
 <Utility Name> Service Area
 June 2021

Electricity price

Average Monthly Use	1,500kWh	2,500kWh	3,500kWh
Fixed Energy Charge per kWh	\$	\$	\$
Average Price per kWh	\$	\$	\$

This estimated average Price per kWh disclosure is an example and is calculated using: (i) a Fixed Energy Charge of \$ per kWh, (ii) the applicable Transmission and Distribution Utility ("TDU") tariff as established by the Public Utility Commission of Texas ("PUCT") based on an assumed 30% load factor for demand charges, (iii) a monthly Base Charge per ESI-ID of \$, and (iv) all recurring charges. This average Price disclosure does not include applicable federal, state, and local taxes or any fees (including gross receipt tax reimbursement) or other non-recurring amounts charged by Constellation or a governmental entity. Your actual Price for electricity may vary according to your exact monthly usage and TDU pass-through charges.

Some locations may be subject to a TDU Underground Facilities and Cost Recovery Charge authorized by their city that is not included in the above price. See your TDU'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
Contract Term	MONTHS
Do I have a termination fee or any fees associated with terminating service?	YES – Please review Section 7 of the Terms of Service
Can my price change during contract period?	YES - But only for the very limited reasons described below.
If my price can change, how will it change, and by how much?	The Price is subject to vary from the amounts above solely to reflect actual changes in TDU charges, changes to the Electric Reliability Council of Texas ("ERCOT") or Texas Reliability Entity ("TRE") administrative fees charged to loads, or changes resulting from federal, state, or local laws or regulatory actions that impose new or modified fees or costs on Constellation that are beyond Constellation's control.
What other fees may I be charged?	See the Additional Charges and Fees section of the Terms of Service for all other fees.
Is this a pre-pay or pay in advance product	NO
Does the REP purchase excess distributed renewable generation?	NO
Renewable Content	18.4%
The statewide average for renewable content is	25.0%

PUCT LICENSE #: 10014
 INTERNET ADDRESS: www.Constellation.com/TX-info
 EMAIL ADDRESS: SMBCareTX@Constellation.com
 MAILING ADDRESS: P.O. Box 4911 Houston, TX 77210-4911
 TELEPHONE NUMBER: Toll-Free 1-866-917-8271
 FAX NUMBER: Toll-Free 1-866-284-4835
 HOURS OF OPERATION: Monday - Friday 7:00 am – 6:00 pm CST
 VERSION NO: EFL11806



CONSTELLATION | PUCT LICENSE #10014
Commercial Fixed Rate Product
05/2019
Terms of Service

These Terms of Service (“TOS”), along with the Commercial Electricity Authorization Form (“Authorization Form”), and any applicable Your Rights as a Customer (“YRAC”) or Electricity Facts Label (“EFL”), and any ESIID Addenda (collectively the “Agreement”) set forth the terms and conditions under which a commercial electricity customer (“Customer,” “you” and “your”) will receive electric service from Constellation NewEnergy, Inc. (“Constellation,” “we” and “us”) a certified Retail Electric Provider (“REP”) in the state of Texas, Public Utility Commission of Texas (“PUCT”) Certificate No. 10014. By entering into this Agreement, Customer hereby: (1) appoints Constellation as Customer’s REP to arrange electricity supply and transportation to meet Customer’s full usage requirements for all Energy Consumption at the Customer’s Service Locations and Electric Service Identifiers (“ESIIDs”) as defined in this Agreement; and (2) requests that Constellation take any actions necessary to become the REP for all locations and ESIID(s) associated with this Agreement. (Customer and Constellation may each be referred to herein as a “Party” or collectively as the “Parties.”) Please retain the Contract Documents, as defined below, for your records. A copy of the Contract Documents is available upon written request. For questions about this Agreement, please contact Constellation’s customer service department at:

INTERNET ADDRESS: www.constellation.com/TX-info
EMAIL ADDRESS: SMBCareTX@Constellation.com
MAILING ADDRESS: P.O. Box 4911
Houston, TX 77210-4911
TOLL FREE: 1 (866) 917-8271
FAX NUMBER: 1 (866) 284-4835
HOURS: Mon-Fri 7:00 am - 6:00 pm CST

24 Hour Emergency Outage Information: Please contact your TDU to report electricity outage or emergency conditions at the appropriate number below:

CenterPoint Energy (Houston Area): 800-332-7143 Oncor Electric Delivery (DFW Area): 888-313-4747
Nueces Electric Cooperative: 800-632-9288 AEP: 866-223-8508
Texas New Mexico Power Area: 888-866-7456

Customer Information: By entering into this Agreement, Customer authorizes the Transmission and Distribution Utility (“TDU”) to release to Constellation any information that is necessary or required to become the REP for Customer, including, but not limited to, Customer’s address, account numbers, and historical usage information. Such authorization will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-866-917-8271. We reserve the right to cancel this Agreement in the event you rescind the authorization.

Definitions

Unless otherwise defined herein, all capitalized terms shall have the meanings as defined by the PUCT (<http://www.puc.state.tx.us/agency/ruleslaws/subrules/electric/Electric.aspx>) or ERCOT (www.ercot.com). All lower case terms shall have the meaning as defined by the PUCT or ERCOT, but if not defined by PUCT or ERCOT shall have their common meaning.

“Base Charge” – A charge assessed during each billing cycle without regard to the customer’s demand or energy consumption.

“Contract Documents” -- The TOS, EFL and YRAC. The EFL and YRAC only apply to customers whose aggregate Demand during any 12 month period is less than 50 kilowatts (“kW”). For customers with aggregate Demand during any 12 month period greater than 50 kW that receive them, the EFL and the YRAC do not apply.

“Contract Term” -- The time period the contract is in effect.

“Default Renewal Product” – A month-to-month Variable Price Product or Indexed Product, as determined in Constellation’s sole discretion.

“Demand” -- The maximum amount of electrical energy that is being consumed at a given time during any given billing period as measured by the TDU or as defined by the TDU.

“Early Termination Fee” – defined in Section 7 below.

“Energy Charge” – A charge based on the electric energy (kWh) consumed and defined in the Authorization Form and the EFL for the initial term of the Agreement.

“Energy Consumption” -- The electrical energy usage or estimated usage, as measured in kilowatt hours (kWh) or megawatt hours (MWh) by the TDU or Constellation.

“ERCOT” – Electric Reliability Council of Texas.

“Fixed Retail Adder” -- The fixed \$/kWh or \$/MWh charge that shall be added to the REAL TIME SPP LZ values to cover certain fixed and variable ERCOT and Constellation charges and fees.

“Fixed Rate Product” – An electric product with a term of at least three months for which the price (including recurring charges) for each billing period of the Contract Term is the same throughout the Contract Term, except that the price may vary from the disclosed amount solely to reflect actual changes in the Transmission and Distribution Utility (TDU) charges, changes to the Electric Reliability Council of Texas (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 Constellation that are beyond Constellation’s control.

“Indexed Product” -- An electric product for which the price, including recurring charges, can vary without notice to Customer according to a pre-defined pricing formula that is based on publicly available indices or information. The price may also change to reflect actual changes in TDU charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to loads or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on Constellation that are beyond Constellation’s control. An indexed product may be for a term of three months or more, or may be a month-to-month contract.

“Price, Average Price per kWh, Total Price or all-in Price” -- The cost for a retail electric product that includes all recurring charges excluding state and local sales taxes, and reimbursement for the Public Utility Commission of Texas (PUCT) assessment.

“PUCT” -- The Public Utility Commission of Texas (www.puc.state.tx.us).

“Recurring Charge” -- A charge for an electric product that is expected to appear on Customer’s bill in every billing period or appear in three or more billing periods in a 12 month period. A charge is not considered recurring if it will be billed by the TDU and passed on to the Customer and will either: (a) not be applied to all customers of that class within the TDU territory; or (b) cannot be known until a customer enrolls or requests a specific service.

“Regulatory Charges” -- Any charges associated with any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over Customer and/or Constellation or any transaction contemplated herein.

“Small Commercial Customer” – A commercial customer whose aggregate Demand represented by all of its ESID(s) served under this Agreement is less than 50 kW (or 50 kVA) during any 12 month period.

“Taxes” -- All taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts tax, PUCT Assessment, sales tax, consumption tax, use tax, value added tax, kWh, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this Agreement or thereafter) imposed by any governmental entity. Taxes may vary by jurisdiction.

“Term Contract” -- A contract with a term in excess of 31 days.

“Variable Price Product” – An electric product for which the price may change at any time according to a method determined by Constellation and disclosed in your Agreement.

1. Applicability, Customer Protections and Waivers of Consumer Rights: If Customer meets the definition of Small Commercial Customer as provided herein, then the TOS, EFL and YRAC apply. If Customer does not meet the definition of Small Commercial Customer, then: (A) the TOS applies, but the EFL and the YRAC do not apply; and (B) YOU AGREE THAT THE PUCT’S CUSTOMER PROTECTION RULES, 16 TEX. ADMIN. CODE, SUBCHAPTER R (§§25.471 ET SEQ) **ARE WAIVED AND DO NOT APPLY** TO THIS AGREEMENT TO THE EXTENT ALLOWED BY LAW. YOU CAN VIEW THESE RULES AT: <http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/Electric.aspx>.

AFTER CONSULTING WITH AN ATTORNEY OF YOUR OWN SELECTION, YOU VOLUNTARILY WAIVE YOUR RIGHTS, IF ANY, UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, §§ 17.41 ET SEQ., TEXAS BUSINESS & COMMERCE CODE (“DTPA”), A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS.

2. Term and Renewal: The term of this Agreement shall commence on the date of the initial meter reading by the applicable TDU and continue for the period indicated on your Authorization Form and/or in the EFL (“Initial Term”). Customer acknowledges Constellation cannot guarantee a switch of Customer’s account will occur by a specific date and hereby holds harmless Constellation from any liability for, or arising out of, delays in this process. For Term Contracts, **if you are a Small Commercial Customer and the aggregated Demand of all ESIIID(s) associated with this Agreement is less than 50kW (or 50kVA)**, a contract expiration notice will be sent at least 14 days prior to the end of the Initial Term; and if you fail to renew your agreement with Constellation, your service will automatically continue on a month-to-month basis after the expiration of your Initial Term on a Default Renewal Product, as determined in the sole discretion of Constellation, until cancelled by either you or Constellation.

3. Pricing, Broker Payments and Holdover: Current pricing for service is indicated on your Authorization Form and/or EFL. You understand and agree that if you utilized a third party broker (“Broker”), Constellation will be making a payment to such Broker in connection with its efforts to facilitate you entering into this Agreement; you also understand and agree that the Price reflects the fee Constellation is paying to the Broker, and such Broker is acting on your behalf as your representative, and is not a representative or agent of Constellation. You also understand and agree that as such, you should direct any questions regarding such fees to your Broker. In addition to other fees and charges, you will be billed a Demand charge as determined by your TDU tariff, as established by the PUCT, which will be based on an assumed 30% load factor. Please refer to the EFL for additional information regarding this Demand charge. If you are a Small Commercial Customer whose contract has expired and you are on a Default Renewal Product, you will be charged in accordance with the EFL provided in your expiration notice. If you are not a Small Commercial Customer and your contract has expired, your service will automatically continue on a month-to-month basis after the expiration of your Initial Term on a Default Renewal Product, as determined in the sole discretion of Constellation, until cancelled by either you or Constellation.

4. Product Types: Constellation provides three different types of products: (1) Fixed Rate Product; (2) Indexed Product; and (3) Variable Price Products. Your Authorization Form and/or EFL specify the product type and the term that applies to your Agreement. ****When any section of this TOS describes different terms for the different product types, only the terms for your product type shall apply.**** Definitions of each product type may be found in the Definitions section of these TOS.

Indexed Product - Customer may request that Constellation convert an Indexed Product to a Fixed Rate Product at any time during the Initial Term of this Agreement. Such request must be submitted to Constellation in writing and must specify the date in the future for which Customer requests the conversion to a Fixed Rate Product begins. Customer and Constellation must both agree, in writing, to a Fixed Rate Product and a new term for which the Fixed Rate Product shall be effective.

Variable Price Product - Customer may request that Constellation convert a Variable Price Product to a Fixed Rate Product at any time during the Initial Term of this Agreement. Such request must be submitted to Constellation in writing and must specify the date in the future for which Customer requests the conversion to a Fixed Rate Product begins. Customer and Constellation must both agree, in writing, to a Fixed Rate Product and a new term for which the Fixed Rate Product shall be effective.

5. Material Mistakes of Fact: If Constellation relies upon a mistake of fact in negotiating the terms or conditions of this Agreement, including, but not limited to, the TDU’s use of the incorrect meter multiplier or the incorrect or modified Load Profile for the Customer’s ESIIID(s), then Constellation and Customer shall attempt to amend this Agreement to reflect the corrected fact. If Constellation and Customer fail to agree on this amendment within 30 calendar days after the discovery by Constellation of the material mistake of fact then Constellation may immediately cancel this Agreement without penalty or liability of any kind and Customer shall not be charged any Early Termination Fee.

Material Changes By Constellation: Constellation will provide Customer at least 14 calendar days advance written notice of any material change to this Agreement, either in Customer’s bill or in a separate mailing. The changes will become effective on the date stated in the written notice. Customer may cancel this Agreement before the effective date of the material change, as identified in the advance written notice, without any Early Termination Fee. For the purposes of this Agreement, changes in the price of wholesale energy shall not constitute a material change.

Material Changes By Customer: Customer covenants that it shall notify Constellation in writing, within 30 calendar days, of any event or circumstance that is likely to cause or has caused a material change to its energy consumption or demand at any ESIIID(s) under this Agreement. As used herein, “material change” includes, but is not limited to: (a) Customer’s plans for new construction, facility replacements or equipment modifications; (b) planned closures; (c) applications for new construction permits; and/or (d) new environmental limits. In the event of a material change, Constellation and Customer will enter into good faith negotiations and commercially reasonable efforts to amend the Demand, Energy Consumption, Initial Term and/or Customer’s Terms of Service, as determined in the sole discretion of Constellation. If Constellation and Customer fail to amend this Agreement within 30 calendar days after the earlier of: (a) Customer’s notification to Constellation of a material change; or (b) Constellation’s

notification to Customer of a material change, then Constellation may declare a default of this Agreement in which Early Termination Fees shall apply.

6. Early Terminations: In the event that Constellation, or its activities hereunder, becomes subject to regulations of any kind whatsoever under any law, government body action or ERCOT action that has the effect of materially changing the circumstances from those that exist on the effective date of this Agreement then Constellation may pass through the economic effects of such change to Customer or Constellation may unilaterally terminate this Agreement without Customer's consent upon at least 14 calendar days written notice to Customer without penalty or liability to Constellation of any kind and no Early Termination Fee shall apply. **If you are a Small Commercial Customer and the aggregated Demand of all ESIIID(s) associated with this Agreement is less than 50kW (or 50kVA),** then Customer may terminate this Agreement without penalty if Customer moves from location(s) identified in this Agreement and provides the following items to Constellation: 1) reasonable evidence of such move and 2) a forwarding address.

7. Early Termination Fee: If Customer terminates this Agreement before the expiration of the Contract Term or Customer defaults as described in Section 12, then an Early Termination Fee will be assessed by Constellation and shall be payable by Customer. The Early Termination Fee amount shall be determined as follows:

- all amounts you owe us for electricity provided to you, plus
 - the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us, plus
 - all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.
- If we terminate this Agreement because: you provide inaccurate or misleading information, you do not pay your invoices or you otherwise breach your obligations as stated under this TOS, then you will be charged an Early Termination Fee as calculated herein.

8. Invoicing, Payment, Interest, and Credit Requirements: Customer will receive a monthly invoice from Constellation. *(Customers in the Nueces service territory only have a choice of billing options. Nueces customers have the right to request a single bill or two bills for electricity service. For business reasons, Constellation only offers the two bill option. You will receive a bill each month from Nueces for its delivery services, and you will receive a bill from Constellation for our power supply services. Please note that BOTH bills will need to be paid each month.)* All invoices are due and payable 20 calendar days from the date the invoice was issued. In the event that Customer has more than one agreement with Constellation for service to ESIIIDs not receiving service under this Agreement, any failure to pay under another agreement with Constellation will constitute a default under this Agreement and shall give Constellation the right to terminate this Agreement and seek any other remedy available to Constellation at law or in equity. Customer shall reimburse Constellation for all legal and/or collection agency charges incurred as a result of its efforts to collect any unpaid amounts. Customer must provide to Constellation written notice setting forth in particular detail any disputed amount, including the calculations with respect to any errors or inaccuracies claimed. If it is subsequently determined that Customer owes Constellation any portion of the disputed amount, Customer shall remit such portion to Constellation within five business days following such determination. Any amounts that may have been overpaid or underpaid shall be applied to the next monthly invoice.

Customer is responsible for all applicable Taxes and Regulatory Charges. If Customer is tax exempt, it is Customer's sole responsibility to provide Constellation with the necessary tax exemption certificate. Constellation reserves the right to include in any subsequent bill, adjustments related to previous billings, previous billing errors and meter read errors, miscalculation of Taxes, or any other errors or omissions. Customer authorizes Constellation, and Constellation reserves the right, to charge Customer's credit/debit card and/or checking account without notice for any un-paid balances that are past due.

Budget Billing: Constellation offers a leveled payment plan ("Budget Billing") which allows customers to pay a calculated average amount for electric service each month. The program is available to (1) customers who are not currently delinquent in payment and (2) delinquent customers in limited situations. At least every 12 months, Constellation will reconcile Customer's account and calculate a new Budget Billing amount accordingly. Constellation will credit Customer's account for any over-billed amount and will include any under-billed amount in the new Budget Billing amount. Customer may opt-out of Budget Billing by paying the full balance due and providing Constellation with notice of your desire to be removed from Budget Billing. Budget Billing does not affect your obligation to pay for all actual usage and other associated charges, Taxes and fees. Failure to pay your monthly bill on or before the stated due date may result in Constellation's cancellation of your participation in Budget Billing.

Governmental Entities: Chapter 2251 (the "Prompt Payment Act") and Chapter 2270 (Prohibition on Contracts with Companies Boycotting Israel) of Subtitle F, Title 10 of the Texas Government Code apply to contracts for goods or services with a Texas governmental entity. By signing and entering into this Agreement, Constellation verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement. It is Customer's responsibility to notify Constellation if it is a governmental entity. Governmental Entities are defined as "a state agency or political subdivision of this state," and shall be served pursuant to PUC

Substantive Rule 25.482 for purposes of the Prompt Payment Act (www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.482/25.482.pdf). Invoices to Governmental Entities are due and payable within 31 calendar days from the date of the invoice. A Customer who is a Governmental Entity shall notify Constellation of an error in an invoice submitted for payment by Constellation not later than 21 days after the date Customer receives the invoice. If the payment for all undisputed amounts is not received by the due date indicated on the invoice, Customer will be charged interest in accordance with the Prompt Payment Act (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm>).

Bill Payment or Other Assistance: In certain circumstances for which Customer must qualify, you may have the right to establish a payment arrangement or deferred payment plan with Constellation. A payment arrangement allows you to pay your bill after the due date, but before the next bill is due. A deferred payment plan is an arrangement between Constellation and Customer that permits Customer to pay an outstanding bill in installments that extend beyond the due date of the next bill. No deferred payment plan shall be valid or enforceable unless confirmed by Constellation in writing. Please call for additional information.

If interruption or suspension of Customer's electrical service will create a dangerous or life-threatening condition on the Customer's premises, then Customer may qualify as a critical load industrial customer. To be designated as a critical load industrial customer, the Customer must notify the TDU. Eligibility shall be determined through a collaborative process among the customer, Constellation and the TDU. An energy assistance program is available to residential customers in the event of a severe financial hardship that causes the Customer to temporarily be unable to pay his/her/its bill. The program is funded in part by contributions from Constellation's Customers.

9. Additional Charges and Fees: Constellation will charge a one-time late payment penalty of 5% for each delinquent month's charges that remain unpaid after the close of business on the bill due date, except for governmental entities, whose late fee is governed by the Prompt Payment Act, (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm>), as covered in the section titled, "Governmental Entities", herein. Additionally, Constellation will charge (1) a \$30 fee for any returned check, electronic fund transfer or credit card transaction not processed due to insufficient funds or credit availability, (2) a \$20 disconnection fee for processing an electric service disconnection transaction (this fee will be assessed regardless of whether or not your electric service is actually disconnected), (3) a \$20 reconnection fee in the event that Constellation processes a reconnection transaction on your account (such fees are in addition to any disconnect/reconnect fees that may be assessed by your TDU), and (4) any charges or fees that the TDU charges Constellation including but not limited to fees to initiate or switch service, transport and distribute electricity to your service location, read your meter, and terminate or restore service. These charges are passed on to you by Constellation, along with certain charges and fees assessed by ERCOT. If Customer requests that the TDU read its meter before the normal meter read date then Customer may be charged a fee as set by the TDU.

10. Customer Acknowledgments of TDU; Estimates: Customer acknowledges that the TDU is solely responsible for reading Customer's meter or recorded data, as applicable, and that Constellation cannot and does not read a Customer's meter or recorded data, but is bound by the readings and data provided by the TDU. Customer acknowledges that Constellation's ability to invoice Customer is dependent on the TDU's ability to furnish Constellation all necessary information including, but not limited to, meter readings or recorded data, as applicable. In the absence of such information from the TDU, Constellation may invoice Customer based on its estimated meter reading. As soon as practicable, and after receipt of Customer's energy consumption values from the TDU, Constellation will reconcile any difference(s) between estimated and actual usage charges.

11. Credit Requirements and Deposit: Constellation may investigate the Customer's credit history at any time. Constellation may refuse electric service at any time to anyone who does not meet the Company's credit standards or if Customer cannot pay the requisite deposit or demonstrate satisfactory credit. Constellation may also refuse to provide service to a Customer for one or more of the reasons specified in Section 25.477 of the PUCT rules and regulations (<http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>).

Deposit: Constellation may require an initial deposit from any prospect who does not meet the Company's credit standards or from an existing customer if Customer was late paying a bill more than once during the last 12 months of service or had service terminated or disconnected for nonpayment during the last 12 months. Deposits may be waived or refunded with a valid letter of credit for electric services received at the address and account name supplied on this application. Deposits held more than 30 calendar days will accrue interest from the date of receipt by Constellation at the annual rate established by the PUCT. Accrued interest will be applied annually to Customer's account. Upon termination of service with Constellation or after 24 calendar months of service with Constellation with no late payments, Constellation will apply the deposit plus accrued interest, if any, against Customer's account or outstanding balance on Customer's final bill. Any credit balance remaining on an inactive account after the final bill will be refunded in the form of a company check and will be mailed to Customer at the address designated by Customer within 30 calendar days.

Additional Deposit: Constellation may request an additional deposit from Customer if: (a) the average of the Customer's actual billings for the last 12 months is at least twice the amount of the original average of the estimated annual billings; and (b) a termination or disconnection notice has been issued or the account disconnected within the previous 12 months.

12. Default and Disconnection: A default means:

- a. Failure of Customer to pay any amounts due under this Agreement within the time strictly provided herein; or
- b. Failure of Customer to perform any material term of this Agreement; or
- c. Determination by Constellation or any judicial or regulatory body that any material representation upon which this Agreement is based is false; or
- d. Immediately after Customer files for or is otherwise placed into bankruptcy; or
- e. Determination by the TDU that any tampering has occurred at the Customer's meters; or
- f. Prevention by Constellation to initiate and/or provide service to Customer's meters for any reason, including but not limited to a switch-hold or permitting issues.

Default of this Agreement, including without limitation non-payment of Customer's bill, may result in an order for the TDU to disconnect the Customer's electric service at the Customer's meters; and the termination of this Agreement at the sole discretion of Constellation. Moreover, Constellation may seek to have your electric service disconnected after providing you at least 10 calendar days' notice for any of the following reasons: (1) failure to pay a bill owed to Constellation, or to make a deferred payment arrangement by the date of disconnection; (2) failure to comply with the terms of a deferred payment agreement made with Constellation; (3) using service in a manner that interferes with the service of others or the operations of non-standard equipment; or (4) failure to pay a deposit required by Constellation.

Constellation may authorize your TDU to disconnect your electric service without prior notice to you if: (1) certain dangerous circumstances exist; (2) service is connected without the authority by a person who has not made application for service; (3) service is reconnected without authority after disconnection for non-payment; (4) there has been tampering with the equipment used to measure the amount of electricity used; or (5) there is evidence of theft of service. Payments may be made in person at certain cash payment locations; by phone to Constellation using live agents during normal business hours or through our automated payment line 24/7 using a credit or debit card, or on-line at www.Constellation.com/TX-info. Contact us by phone or visit our website for current cash payment locations. **SERVICE MAY BE DISCONNECTED AGAIN WITHOUT NOTICE FOR ANY RETURNED PAYMENTS.** A deposit or additional deposits may be required on accounts that have been disconnected for non-payment.

Upon satisfactory correction of the reasons for the disconnection and if Constellation is then your REP, Constellation will notify your TDU to reconnect your service. Constellation will continue to serve you under this Agreement in effect prior to issuance of the disconnection notice. If your service was disconnected due to a dangerous situation, your service will be reconnected once you notify Constellation that you have corrected and satisfactorily resolved the dangerous situation. Please allow 24 to 48 hours for completion of reconnect orders.

13. Remedies upon Default: If Customer defaults or terminates this Agreement at any time prior to the end of the Initial Term, Constellation may terminate this Agreement and, without limiting its right to recover damages from Customer, order the TDU to disconnect electric service to the ESID(s). Thereafter, Constellation may calculate the amounts due under this Agreement and Customer shall pay those amounts within five calendar days from the date of invoice.

14. Changes in Law: If you are not a Small Commercial Customer and to the extent permitted by Law, we may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ERCOT business practices or protocol, TDU or ERCOT tariff, rule of any commission or agency with jurisdiction in the state in which the ESIDs are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. We will provide information to you describing any increase in costs in reasonable detail.

15. Representations and Warranties: As a material inducement to entering into this Agreement, Customer hereby represents and warrants to Constellation as follows:

- a. it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement;
- b. the execution and delivery of this Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Law applicable to it;
- c. it shall have all regulatory authorizations necessary for it to legally perform its operations;
- d. this Agreement constitutes a legal, valid, and binding obligation of such entity enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending;

- e. there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it;
- f. there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform this Agreement;
- g. it has knowledge and experience in business matters that enable it to evaluate the merits and risks of entering into this Agreement;
- h. if it is a Governmental Entity, it (i) has complied with all applicable bidding and procurement laws in awarding this Agreement, (ii) will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (iii) will obtain all necessary budgetary approvals, appropriations and funding for all obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder, and upon request will provide proof of such authority;
- i. the electricity supplied under this Agreement is not for use at a residence; and
- j. ***if Customer meets the definition of Small Commercial Customer as provided herein, Customer's aggregate Demand represented by all of its ESIIID(s) was less than 50 kW (or 50 kVA) during the preceding 12 months.***

16. Forward Contract; Commodity Exchange Act: This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

17. Assignment: You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement.

18. Confidentiality: Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' and our own employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

19. Force Majeure: If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, ERCOT or the TDU; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as ERCOT or a TDU. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was ***not*** prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

20. CUSTOMER'S LIMITATION OF REMEDIES, LIABILITY AND DAMAGES: CUSTOMER CONFIRMS THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF, FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, CONSTELLATION'S LIABILITY TO CUSTOMER SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR CUSTOMER AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

UNDER NO CIRCUMSTANCE SHALL CONSTELLATION BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, EQUITY OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF CONSTELLATION AND CUSTOMER THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, CONSTELLATION AND CUSTOMER ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

21. Dispute Resolution: Constellation and Customer agree in good faith to attempt to resolve any disputes as detailed in the “Disputes with Your Provider” section of the YRAC for Small Commercial Customers and as set forth below for Customers with aggregate Demand during any 12 month period greater than 50 kW. Any communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the attention of the “Legal Department” at P.O. Box 4911, Houston, TX 77210-4911.

ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN TEXAS. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

22. UCC: Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code (“UCC”) of Texas shall govern this Agreement and Energy shall be deemed a “good” for purposes of the UCC (<http://www.statutes.legis.state.tx.us/Docs/BC/htm/BC.1.htm#1.101>).

23. Warranty Disclaimer: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONSTELLATION DOES NOT MAKE AND EXPRESSLY NEGATES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

24. Notices: Notices shall be furnished in writing and shall be delivered by first class mail, overnight carrier, or hand delivery as indicated in this Agreement. Notice by hand delivery shall be deemed to be received by the close of the business day on which it was hand delivered (unless hand delivered after the close of business in which case it shall be deemed received at the close of the next business day). Notice by overnight mail or courier shall be deemed to have been received two business days after it was sent. FOR PURPOSES OF PROVIDING NOTICE OF BANKRUPTCY TO CONSTELLATION, SUCH NOTICE SHALL ONLY BE EFFECTIVE IF DELIVERED TO THE FOLLOWING ADDRESS: P.O. Box 4911, Houston, Texas 77201-4911 Attn: Credit & Collections Department.

25. Governing Law and Venue: THIS AGREEMENT AND THE RIGHTS AND DUTIES OF CONSTELLATION AND CUSTOMER HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS. The Parties acknowledge and agree that this Agreement has been negotiated, drafted, executed and is performable in Harris County, Texas and may be enforced in Harris County, Texas.

26. Non-Waiver, Severability and Survival: If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, limitations of liability, and dispute resolution.

27. No Third Party Beneficiaries: Subject to the provisions above under “Assignment,” nothing in this Agreement shall provide any benefit to any third party nor shall it provide any third party any claim, cause of action, remedy or right of any kind.

28. Right of Rescission: For switch requests, if Customer is a Small Commercial Customer and the aggregate Demand represented by all of Customer’s ESIID(s) served under this Agreement is less than 50 kW (or 50 kVA), then Customer has the right to rescind Customer’s request for Constellation to become its REP without any Early Termination Fee within three federal business days of the Customer’s receipt of the TOS. To rescind this Agreement, Customer shall give notice to Constellation in writing via regular mail at P.O. Box 4911, Houston, TX 77210-4911, or by email at SMBCareTX@Constellation.com or by facsimile at 1 (866) 477-8576 or by calling 1 (866) 917-8271. Rescission requests received after three federal business days are not guaranteed rescissions; however, 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. Regardless of the method or reason for termination or cancellation of this Agreement, Customer is responsible for the payment of any and all services provided to Customer before or after such termination or cancellation.

29. Discrimination: Constellation does 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, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

30. Entirety of Agreement; No Oral Modifications: It is the intention of the Parties that the Agreement shall contain all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of electricity, and supersedes, any and all prior such agreements between the Parties hereto, whether written or oral, as to the provision of electric service to any of Customer's ESIDs. Both Parties have agreed to the wording of the Agreement and any ambiguities therein shall not be interpreted to the detriment of either Party merely by the fact that such Party is the author of the Agreement. This Agreement shall not be modified or waived orally and, except as otherwise explicitly provided in this Agreement, no amendment (including in the form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us.

31. Counterparts. This Agreement may be executed simultaneously in multiple originals or counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and each of which shall be sufficient for all purposes without producing or accounting for the other counterparts hereof. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each Party authorizes the other Party to affix an ink or digital stamp of its own signature to this Agreement and agrees to be bound by a document executed in such a manner. The Parties acknowledge that this Agreement may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither Party shall contest their admissibility as evidence in any proceeding.

32. Own Judgment; Relationship of Parties. It is understood and agreed that the Parties hereto have carefully reviewed this Agreement, that they fully understand its terms, that they sought and obtained, or had the opportunity to obtain, independent legal advice with respect to the negotiation and preparation of the Agreement, and that this Agreement has been negotiated and prepared by the joint efforts of the Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us.

33. No Duty to Mitigate - Customer hereby acknowledges and agrees that Constellation shall have no duty to mitigate all or any part of its damages as a result of, or arising from, Customer's default of this Agreement.

Constellation NewEnergy, Inc. ("Constellation") is a certified Retail Electric Provider ("REP") in Texas. Constellation provides electricity service without discrimination as to a customer's race, creed, national origin, color, ancestry, religion, 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. As a retail customer in the State of Texas, you are entitled to the protections of the Customer Protection Rules for Retail Electric Service pursuant to the rules of the Public Utility Commission of Texas ("PUCT"). These Customer Protection Rules apply to all residential and small commercial customers served by Constellation. A complete copy of the PUCT's Customer Protection Rules is available on the PUCT's website at <http://www.puc.state.tx.us/agency/ruleslaws/subrules/electric/Electric.aspx>.

Reporting Outages:

In the event of an outage in your area please call your Transmission and Distribution Utility ("TDU"):

Oncor Electric Delivery (888) 313-4747
CenterPoint (800) 332-7143 or (713) 207-2222
Nueces Electric Cooperative: (800) 632-9288 or (361) 387-2581
AEP (866) 223-8508
TNMP (Texas New Mexico Power) (888) 866-7456

Constellation is not liable for any service interruptions or outages and any questions relating to your electrical distribution lines or meters should be directed to your TDU.

Non-interruption of Service to Critical Load Industrial Customers: If interruption or suspension of Customer's electrical service will create a dangerous or life-threatening condition on the Customer's premises, then Customer may qualify as a critical load industrial customer. To be designated as a critical load industrial customer, the Customer must notify the TDU. Eligibility shall be determined through a collaborative process among the customer, Constellation and the TDU.

Non-interruption of Service to Critical Care or Chronic Condition Residential Customers: If the disconnection of electrical service would cause you or a person permanently residing at your residence to become seriously ill or more seriously ill, you have the right to apply for a designation of Critical Care or Chronic Condition Residential Customer. You can apply for the designation of Critical Care or Chronic Condition Residential Customer by obtaining a copy of the application approved by the PUCT from your TDU or REP. The application requires a physician's signature. The ultimate decision to grant either designation rests with the TDU. Being designated either a Critical Care or Chronic Condition Residential Customer does not entitle you to free electrical service, but provides you with certain time periods before your electrical service can be disconnected to allow you to obtain a physician's signature. A designation as a Critical Care Residential Customer must be renewed every two (2) years. A designation as a Chronic Condition Residential Customer must be renewed in some cases as often as every ninety (90) days, but, at least once a year.

Unauthorized Change of Service Provider or "Slamming": A REP must obtain your verifiable authorization before switching your electric service. If you believe your service was switched without your authorization, please contact your REP of choice and request further assistance. The affected REPs, the appropriate TDU, and the registration agent (Electric Reliability Council of Texas "ERCOT") will work in accordance with approved market processes to return you to your chosen REP.

Cancellation of Service Without Penalty: You may cancel your contract with your REP without penalty within three (3) federal business days after you receive your Terms of Service (TOS) if you are switching providers (not for "move-ins" at a new service location). For details on how to cancel your service, see your TOS. You may also terminate your agreement with your REP without penalty if you move and provide a forwarding address and reasonable evidence of such move, or your REP notifies you of a material change in the terms and conditions of service as further provided in the TOS. Notice will not be issued for changes that benefit a customer (i.e. price decreases) or changes that are mandated by a regulatory agency.

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, and how these charges will be billed before they appear on your electric bill and obtain your consent for the product or service. If you believe your bill includes unauthorized charges, you may contact your REP to dispute such charges and may file a complaint with the PUCT. Your REP will not seek to terminate or disconnect your electric service for non-payment 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 charges

from your bill and refund or credit all money you paid for any unauthorized charges within forty-five (45) days. If the unauthorized charges are not refunded or credited within three (3) billing cycles, interest shall be paid to you at an annual rate established by the PUCT on the amount of any unauthorized charges until they are refunded or credited. You may request all billing records under the REP's control related to any unauthorized charges within fifteen (15) business days after the date the unauthorized charges are 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, call your REP immediately. Your REP may offer a short-term payment arrangement that allows you to pay after your due date, but before your next bill is due. A deferred payment plan allows a customer to pay an outstanding bill in installments beyond the due date of the next bill. For details on these programs, see your TOS or contact your REP.

Financial and Energy Assistance: An energy assistance program is available to customers who have severe financial hardships and temporarily may be unable to pay their bills. The program is funded in part by contributions from Constellation customers. Please call for additional information. REPs must also offer level or average payment plans. Contact your REP for more information.

Meter Testing and Reading: You may request from your REP one (1) meter test every four (4) years at no cost to you. If you request more than one (1) test every four (4) years, and the meter is functioning properly, then you may be charged for the additional meter test(s) at the rate approved for or by your TDU. The TDU or REP will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter. If you prefer to read your own meter, please contact your TDU for instructions on how to read your meter.

Disconnection of Service: The PUCT has provided that, under certain circumstances the REP may authorize your TDU to disconnect your electric service without prior notice to you. These situations include: (1) where a known dangerous situation exists; (2) where service is connected without authority by a person who has not made application for service; (3) where service is reconnected without authority after disconnection for non-payment; (4) where there has been tampering with equipment used to measure the amount of electricity used; or (5) where there is evidence of theft of electrical service.

Additionally, the REP may seek to have your electric service disconnected after providing you notice for any of the following reasons: (1) failure to pay a bill owed to the REP, or to make a deferred payment arrangement by the date of disconnection; (2) failure to comply with the terms of a deferred payment agreement made with the REP; (3) using service in a manner that interferes with the service of others or the operations of non-standard equipment; (4) failure to pay a deposit required by the REP; or (5) 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.

If you are a master-metered apartment complex then your REP shall send a notice to you ("Notice") notifying you that a disconnection notice ("Tenant Notice") will be sent to the tenants of the apartment complex within six (6) days, if payment is not made before that time. If payment is not made within such six (6) days, then the Tenant Notice shall be posted in English and Spanish in five (5) conspicuous areas of the apartment complex, notifying the tenants that electrical service to the apartment complex is scheduled to be disconnected on a certain date and describing the reasons for such disconnection.

Unless otherwise provided herein, prior to disconnecting your service, the REP must provide you a disconnection notice. This disconnection notice must be mailed to you separately, but not earlier than the first day after the date your bill is due. The disconnection date must be at least ten (10) days from the date the disconnection notice is issued and may not fall on a holiday or weekend or the day preceding unless the REP's personnel are available to take payments and service can be reconnected.

Additionally, your REP may not disconnect your service: (1) if your REP receives notification by the disconnect date that an energy assistance provider will be forwarding sufficient payment on your account; (2) for non-payment during an extreme weather emergency. Your REP must offer you a deferred payment plan for bills due during the weather emergency; or (3) if you inform your REP, prior to the disconnection date stated on the disconnection notice, that the disconnection of service would cause you or a person permanently residing at your residence to become seriously ill or more seriously ill and you or such person has been designated as a Critical Care Residential or Chronic Condition Residential customer.

Once you or a person at your residence has been designated a Critical Care Residential Customer, you will be exempt from disconnection for twenty-one (21) days following the receipt of a disconnection notice. Prior to disconnection of your electrical service, you may extend the exemption from disconnection for up to sixty-three (63) days from the date of the issuance of your delinquent bill by meeting *all* of the following three (3) requirements: (1) you have your attending physician contact your REP to confirm that you or a person permanently residing at your residence is a Critical Care Residential Customer; (2) the attending physician submits a written statement to the REP confirming that you or person permanently residing at your residence is a critical care customer; *and* (3) you enter into a deferred payment plan. Once you or a person at your residence has been designated a Chronic Condition Residential Customer, you will be exempt from disconnection for twenty-one (21) days following the receipt of a disconnection notice.

Restoration of Service: If your service has been disconnected by the REP for non-payment, the REP will, upon satisfactory correction of the reasons for the disconnection, notify your TDU to reconnect your service as quickly as possible. The REP will continue to serve you under the Terms of Service in effect prior to issuance of the Disconnection Notice. If your service was disconnected due to a dangerous situation, your service will be reconnected once you notify your REP that you have corrected and satisfactorily resolved the dangerous situation within a fiscally reasonable period.

Disputes With Your Provider

Complaint Resolution: Prior to initiating any formal dispute resolution process, we both agree to try to resolve any dispute informally. To initiate the informal dispute resolution process, contact our customer care department at 1 (866) 917-8271 or via email at: SMBCareTX@Constellation.com. We will assign someone who is not involved directly in the dispute to attempt to resolve the dispute. Upon receipt of a complaint, we must investigate and notify you of the results within twenty-one (21) days. If you are dissatisfied with the results of the investigation, you may request a supervisory review, if available. Constellation must advise you of the results of the supervisory review within ten (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 PUCT and the Office of the Attorney General, Consumer Protection Division, whose contact information is listed below. For a complaint involving a disputed bill, Constellation may not initiate collection activities or termination/disconnection activities or report the delinquency to a credit reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, Constellation may send a termination/disconnection notice for non-payment of any undisputed portion of the bill.

Public Utility Commission of Texas
Customer Protection Division
PO Box 13326
Austin, Texas 78711-3326
(512) 936-7120 or (888) 782-8477
Fax (512) 936-7003
Email address: customer@puc.state.tx.us
Website: www.puc.state.tx.us
TTY (512) 936-7136; Relay Texas: 800-735-2989

If the dispute is unable to be resolved informally (whether between us or with the PUCT) within sixty (60) days after the party raising it informed the other in writing of the nature and basis of the dispute and made a written demand ("Demand"), either party may seek formal arbitration.

CONSTELLATION HOPES TO MAKE YOU A SATISFIED CUSTOMER, BUT IF THERE'S AN ISSUE, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF US IF THE COMPLAINT RESOLUTION PROCESS REQUIRED BY THE PUBLIC UTILITY COMMISSION OF TEXAS PROVES UNSATISFACTORY TO YOU. YOU AND WE BOTH AGREE TO RESOLVE ALL DISPUTES RELATING TO OR ARISING OUT OF THE INTERACTIONS BETWEEN US (INCLUDING OUR AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS AND ASSIGNS) ONLY BY ARBITRATION OR BY AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. THERE'S NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF TO YOU, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO BOTH AGREE THAT:

- 1) If you choose arbitration, the federal arbitration act applies to this Agreement.
- 2) Any arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement and all issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. This dispute resolution provision does not preclude you from bringing any issues you may have to the attention of any governmental authorities.
- 3) WE BOTH AGREE THAT THIS AGREEMENT DOES NOT ALLOW CLASS ACTIONS IN COURT OR CLASS ARBITRATIONS, EVEN IF THE AAA PROCEDURES OR RULES WOULD ALLOW SUCH PROCEDURES. RELIEF MAY BE AWARDED ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THE PARTY'S INDIVIDUAL CLAIM. IF FOR SOME REASON, THE CLASS ACTION WAIVER IS UNENFORCEABLE THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.
- 4) Any arbitration hearings will take place in the county of your billing address. If you are unable to pay the AAA filing, administration, and arbitrator fees for any arbitration properly initiated seeking damages up to \$10,000, we will pay such amounts. Otherwise, the payment of these amounts will be governed by the AAA Rules. In addition, for claims less than
- 5) \$10,000, any arbitration hearing may be held telephonically.

- 6) If the arbitrator issues you an award that is greater than the value of our last written settlement offer made within sixty (60) days after we received your Demand (“Offer”) or if we did not make an Offer, then we will pay: you three times the amount of the award; and your attorney twice the amount of attorneys' fees, and reimburse any expenses reasonably incurred for pursuing your claim in arbitration. If the award in your favor is lower than our Offer we will only pay you the amount of the award. Any arbitration award will be final and binding and judgment confirming the award shall apply only to the specific case to enforce the award in that case.
- 7) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, WE BOTH AGREE THAT WE ARE WAIVING A RIGHT TO A JURY TRIAL. This dispute resolution provision shall survive termination of this Agreement.

Do Not Call Lists: For a fee not to exceed five dollars (\$5.00) per term, commercial Customers may add their name, address and telephone number to a state-sponsored “Electric No-Call List,” which is intended to limit the number of telemarketing calls received relating to your choice of REP, by registering via United States Postal Service, Internet or telephonically as follows: www.texasnocall.com, call toll-free 1-866-TXNOCAL(L) (1-866-896-6225), or write Texas No Call, P.O. Box 313, E. Walpole, MA 02032. If registered online or by phone, the fee must be paid by credit card, but if registered by mail, the fee may be paid by credit card, check or money order. Once registered, Customer can expect to stop receiving telemarketing as follows: If registered between January 1 and March 31, then by June 1; if registered between April 1 and June 30, then by September 1; if registered between July 1 and September 30, then by December 1; If registered between October 1 and December 31, then by March 1. However, registration expires on the fifth anniversary of the date the phone number is first published on the “Electric No-Call List.” Even if registered, you may still receive calls from telemarketers other than REP’s. Residential Customers 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. 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, P.O. Box 313, E. Walpole, MA 02032.

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

Privacy Rights: REPs may not disclose or sell any confidential customer information, including: 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 (i) under certain circumstances as required by law, including release to the PUCT, an agent of your REP, credit reporting agencies, law enforcement agencies or TDU (ii) to our affiliates (provided they agree to the same confidentiality standards as we do), or (iii) in aggregate (provided such disclosures cannot be reasonably expected to specifically identify you). Your information will be shared with other retail REPs or aggregators only with your consent.

Special Services: Your REP may offer special services for hearing-impaired customers and customers with disabilities. If you have a disability or require special assistance regarding your electric account, contact your REP about these special services.

Constellation NewEnergy, Inc.
P.O. Box 4911
Houston, TX 77210-4911
PUCT License #10014
www.Constellation.com/TX-info
Email: SMBCareTX@Constellation.com
REP Customer Service
Customer Assistance: 1 (866) 917-8271
Monday-Friday 7:00 am - 8:00 pm CST
Saturday 8:00 am - 5:00 pm CST

Constellation NewEnergy, Inc. conocida comercialmente como ("Constellation") es un Proveedor Minorista de Electricidad ("REP", abreviación en inglés) en Texas. Constellation proporciona servicio de energía eléctrica, sin discriminación por motivos de raza, credo, origen, color, ascendencia, religión, sexo, estado civil, fuente legal de ingresos, nivel de ingresos, discapacidad, estado familiar, ubicación en un área geográfica económicamente deprimida, o calificación por concepto de bajos ingresos o servicios de eficiencia energética de un cliente. Como cliente minorista en el Estado de Texas, usted tiene derecho a los siguientes Derechos de Protección al Cliente de conformidad con las Normas de la Comisión de Servicios Públicos de Texas ("PUCT", abreviación en inglés). Estos Derechos se aplican a todos los clientes residenciales y comerciales pequeños atendidos por Constellation. Una copia completa de las normas de Protección al Cliente de la PUCT se encuentra disponible en el sitio Web de la PUCT en <http://www.puc.state.tx.us/agency/ruleslaws/subrules/electric/Electric.aspx>

Informes sobre Interrupciones:

En el caso de una interrupción del servicio de energía en su área, por favor llame a la Empresa de Servicios Públicos de Distribución y Transmisión ("TDU"):

Oncor Electric Delivery (888) 313-4747

CenterPoint (800) 332-7143 or (713) 207-2222

Nueces Electric Cooperative: (800)-632-9288 or (361) 387-2581

AEP (866) 223-8508

TNMP (Texas New Mexico Power) (888) 866-7456

Constellation no se hace responsable por cualquier interrupción o corte del servicio y cualquier pregunta relacionada con sus líneas de distribución eléctrica o con los medidores la debe dirigir a su TDU.

No se interrumpirá el Servicio a Clientes Industrial de Carga Crítica: Si una interrupción o suspensión de su servicio eléctrico puede crear una condición peligrosa o constituir una amenaza para la vida dentro de sus instalaciones con servicio eléctrico minorista, usted puede calificar como un cliente industrial de carga crítica. Para ser designado como cliente industrial de carga crítica, el cliente deberá notificar al TDU. La elegibilidad se determinará a través de un proceso de colaboración entre el cliente, Constellation y el TDU.

No se interrumpirá el Servicio a Clientes Residenciales que requieran de Cuidados Críticos o sufran de una Enfermedad Crónica: Si la desconexión del servicio eléctrico pudiese ser la causa para que usted o la persona que reside permanentemente en su residencia se enferme gravemente o su condición empeore aún más, usted tiene el derecho de solicitar una designación de Cliente Residencial que requiere de Cuidados Críticos o que sufre de una Enfermedad Crónica. Usted puede solicitar la designación de Cliente Residencial que requiere de Cuidados Críticos o que sufre de una Enfermedad Crónica obteniendo de su TDU o REP una copia de la solicitud aprobada por la PUCT. La solicitud requiere de la firma de un médico. La decisión final para otorgar cualquier designación le corresponde al TDU. La designación ya sea como un Cliente Residencial que requiere de Cuidados Críticos o que sufre de una Enfermedad Crónica no le da derecho a obtener servicio de energía eléctrica gratis, pero sí le proporciona ciertos períodos de tiempo antes de que su servicio de energía eléctrica pueda ser desconectado, con el fin de permitirle obtener la firma de un médico. La designación como un Cliente Residencial que requiere de Cuidados Críticos debe renovarse cada dos (2) años. La designación como un Cliente Residencial que sufre de una Enfermedad Crónica debe renovarse en algunos casos con una frecuencia de hasta cada noventa (90) días, pero, como mínimo una vez al año.

Cambio no Autorizado de Proveedor de Servicio o "Slamming" [acción forzada o impuesta] Un REP debe obtener su autorización verificable antes de cambiar su servicio eléctrico. Si usted cree que su servicio fue cambiado sin su autorización, por favor póngase en contacto con el REP de su elección y solicite asistencia adicional. Los REPs afectados, el TDU apropiado, y el agente de registro (Consejo de Confiabilidad Eléctrica de Texas "ERCOT") trabajarán de conformidad con los procesos de mercado aprobados a fin de retornarle al REP que usted haya elegido.

Cancelación del Servicio Sin Multa: Dentro de tres (3) días laborables federales después de recibir sus Términos de Servicio (TOS, abreviación en inglés) usted puede cancelar su contrato con su REP, sin que se le imponga una multa, si cambia de proveedores (no para "mudarse" a un nuevo lugar de servicio). Para obtener más información sobre cómo cancelar su servicio, consulte sus TOS. También podrá dar por terminado su contrato con su REP sin que se le imponga una multa si usted se muda y proporciona la dirección del destinatario y evidencia razonable de tal mudanza, o si su REP le notifica de un cambio sustancial en los términos y condiciones de servicio tal y como se establece en los TOS. No se expedirá ninguna notificación por cambios que benefician a un cliente (es decir, reducción de precio) o por los cambios que son exigidos por una agencia reguladora.

Asuntos Relacionados con la Facturación

Cargos no Autorizados o "Cramming": Antes de que se incluyan nuevos cargos en su factura de electricidad, su REP debe informarle sobre el producto o servicio, sobre todos los cargos asociados, y sobre cómo se facturarán estos cargos antes de que consten en su factura de electricidad, obteniendo su consentimiento para el producto o servicio. Si usted cree que su cuenta incluye cargos no autorizados, puede comunicarse con su REP para cuestionar dichos cargos, pudiendo presentar una queja ante la PUCT. Su REP no tratará de terminar o desconectar su servicio eléctrico por falta de pago de un cargo no autorizado, ni de presentar un informe de crédito desfavorable en su contra por cargos cuestionados no pagados, con respecto a los cuales se alega que no fueron autorizados, a menos que en última instancia se resuelva el desacuerdo en su contra. Si se determina que los cargos no han sido autorizados, su REP dejará de cobrarle por el servicio o producto no autorizado, eliminará los cargos no autorizados de su cuenta y le reembolsará o acreditará todo el dinero que pagó por cualquier cargo no autorizado dentro de cuarenta y cinco (45) días. Si los cargos no autorizados no son reembolsados o acreditados dentro del plazo de tres (3) ciclos de facturación, se le pagarán intereses a una tasa anual establecida por la PUCT sobre la cantidad correspondiente a cualquier cargo no autorizado, hasta que este cargo sea reembolsado o acreditado. Dentro de los quince (15) días laborables después de la fecha en que los cargos no autorizados son eliminados de su cuenta, usted puede solicitar todos los registros de facturación que están bajo el control del REP y que estén relacionados con cualquier cargo no autorizado. Su REP no volverá a cobrarle por ningún cargo con respecto al cual se determina que no ha sido autorizado.

Planes de Pagos Diferidos y Otros Planes de Pago: Si usted no puede pagar su factura, llame inmediatamente a su REP. Su REP puede ofrecerle un acuerdo de pago a corto plazo que le permita pagar después de su fecha de vencimiento, pero antes del vencimiento de su próxima factura. Un plan de pago diferido le permite al cliente pagar una factura pendiente en plazos que se extiendan más allá de la fecha de vencimiento de la próxima factura. Para obtener más información sobre estos programas, consulte sus TOS o póngase en contacto con su REP.

Ayuda Financiera para obtener Energía: Un programa de asistencia para obtener energía se encuentra disponible para clientes que tienen graves dificultades financieras y no tienen la capacidad de pagar sus cuentas temporalmente. El programa se financia en parte con las contribuciones de los clientes de Constellation. Por favor llame para obtener información adicional. Los REPs también deben ofrecer planes de nivelación o promedio de pagos. Póngase en contacto con su REP para obtener más información.

Pruebas y Lectura de Medidor: Usted podría solicitar a su REP una (1) prueba del medidor cada cuatro (4) años, sin costo para usted. Si solicita más de una (1) prueba cada cuatro (4) años y el medidor está funcionando correctamente, entonces se le puede cobrar por la(s) prueba(s) adicional(es) del medidor, cobrándole la tarifa aprobada para o por su TDU. El TDU o REP le comunicará sobre los resultados de la prueba, incluyendo la fecha de la prueba, la persona que realiza la prueba y, de ser el caso, la fecha de retiro del medidor. Si prefiere leer su propio medidor, por favor, póngase en contacto con su TDU para obtener instrucciones sobre cómo leer su medidor.

Desconexión del Servicio Eléctrico

Desconexión del Servicio: La PUCT ha establecido que, en determinadas circunstancias, el REP podría autorizarle a su TDU que desconecte su servicio eléctrico sin previo aviso. Estas situaciones incluyen: (1) cuando se conoce que existe una situación peligrosa; (2) cuando el servicio es conectado sin autorización por parte de una persona que no ha hecho una solicitud para el servicio, (3) cuando el servicio se reconecta sin autorización después de la desconexión por falta de pago; (4), cuando ha existido manipulación de los equipos utilizados para medir la cantidad de electricidad consumida; o (5) cuando exista evidencia de robo de servicio eléctrico.

Además, el REP podría solicitar que su servicio eléctrico sea desconectado después de proporcionarle una notificación acerca de cualquiera de las siguientes razones: (1) falta de pago de una factura adeudada al REP, o por no celebrar un acuerdo de pago diferido antes de la fecha de desconexión, (2) incumplimiento con los términos de un acuerdo de pago diferido celebrado con el REP; (3) utilización del servicio de manera que interfiera con el servicio de los demás o con el funcionamiento de equipos que no son estándar; (4) falta de pago de un depósito requerido por el REP; o (5) falta de pago por parte del garante de la cantidad garantizada cuando el REP tiene un acuerdo escrito, firmado por el garante, el cual permite la desconexión del servicio del garante.

Si usted tiene un complejo de departamentos con un "Medidor Central" Su REP le debe enviar notificación que le informe que la notificación de desconexión será enviada a los arrendatarios del complejo de departamentos dentro de seis (6) días si el pago no se ha hecho antes de esa fecha. Si el pago no se ha hecho dentro de los seis (6) días la notificación del arrendatario será emitida en Inglés y en español en cinco (5) arias visibles del complejo de departamentos, notificando a los arrendatarios que el servicio eléctrico del complejo de departamentos tiene fecha de desconexión describiendo las razones por la cuales será desconectado el servicio.

A menos que se disponga lo contrario en el presente documento, antes de desconectar su servicio, el REP debe proporcionarle una notificación de desconexión. Esta notificación de desconexión se la debe enviar a usted por correo separado, pero no antes del primer día después de la fecha de vencimiento de su factura. La fecha de desconexión debe efectuarse al menos diez (10) días a partir de la fecha que la notificación de desconexión sea emitida y no puede caer en un día feriado o fin de

semana o en el día anterior, a menos que el personal del REP se encuentre disponible para aceptar los pagos y se pueda reconectar el servicio.

Además, su REP no podrá desconectar su servicio: (1) si su REP recibe una notificación antes de o en la fecha de desconexión avisándole que un proveedor de asistencia para energía enviará un pago suficiente para cubrir su cuenta; (2) por falta de pago durante una emergencia causada por condiciones climáticas extremas. Su REP debe ofrecerle un plan de pago diferido para las facturas adeudadas durante una emergencia climática; o (3) si usted informa a su REP, antes de la fecha de desconexión indicada en la notificación de desconexión, que la desconexión del servicio podría causar que usted o una persona que vive de forma permanente en su residencia se enferme gravemente o empeore aún más, y que usted o dicha persona haya sido designado como un cliente residencial que requiere de Cuidados Críticos o sufre de una Enfermedad Crónica.

Una vez que se le haya designado a usted o a una persona que viva en su residencia como un Cliente Residencial que requiere de Cuidados Críticos, usted estará exento de la desconexión por veintiún (21) días después de la recepción de una notificación de desconexión. Antes de la desconexión de su servicio eléctrico, usted podrá prorrogar la exención de la desconexión por hasta sesenta y tres (63) días a partir de la fecha de emisión de su factura en mora, siempre que cumpla con *todos* los tres (3) requisitos siguientes: (1) que su médico de cabecera se ponga en contacto con su REP para confirmar que usted o una persona que vive de forma permanente en su residencia es un Cliente Residencial que requiere de Cuidados Críticos; 2) que el médico que le trata presente una declaración por escrito al REP confirmando que usted o la persona que vive permanentemente en su residencia es un cliente que requiere de cuidados críticos, y (3) que usted se acogerá a un plan de pago diferido. Una vez que se le haya designado a usted o una persona que vive en su residencia como Cliente Residencial que sufre de una Enfermedad Crónica, usted estará exento de la desconexión por veintiún (21) días después de que reciba una notificación de desconexión.

Restauración del Servicio: Si su servicio ha sido desconectado por el REP por falta de pago, una vez que se hayan corregido satisfactoriamente las razones para la desconexión, el REP le notificará a su TDU que reconecte su servicio lo más pronto posible. El REP continuará brindándole el servicio bajo los Términos de Servicio que estuvieron vigentes antes de la emisión de la Notificación de Desconexión. Si su servicio fue desconectado debido a una situación peligrosa, su servicio será reconectado una vez que notifique a su REP que ha corregido y resuelto satisfactoriamente la situación peligrosa dentro de un plazo materialmente razonable.

Desacuerdos con su Proveedor

Resolución de Quejas: Antes de iniciar cualquier proceso de resolución de alguna disputa formal, nosotros dos estamos de acuerdo en tratar de resolver cualquier disputa de manera informal. Para iniciar el proceso de resolución de una disputa informal. Contacte a nuestro departamento de servicio al cliente al 1(866)917-8271 o vía email a SMBCareTX@Constellation.com. Asignaremos a alguien quien no esté vinculado directamente a la disputa para tratar de resolverla. Apenas sea recibida la denuncia, investigaremos y le notificaremos los resultados dentro de veinte y un (21) días. Si esta descontento con el resultado de la investigación usted podrá pedir una revisión de supervisor, si es que está disponible. Constellation tendrá que avisarle acerca de los resultados de dicha revisión de supervisor dentro de diez (10) días de negocios desde su petición. Si Ud. No está satisfecho con los resultados de la revisión de supervisor Ud. Puede poner la denuncia con la PUCT y la oficina de la Procuraduría General, División de protección al consumidor, cual información de contacto esta listada abajo. Para denuncias que impliquen una disputa de facturación, Constellation podrá no iniciar actividades de cobro o término/desconexiones o reportar la delincuencia a alguna agencia de reporte crediticio con respecto a la porción disputada de la factura Sin embargo, después de recibir aviso apropiado, Constellation podrá enviar una notificación de término/desconexión por no-pago por cualquier porción no en disputa de la factura.

Comisión de Servicios Públicos de Texas
División de Protección al Consumidor
PO Box 13326
Austin, Texas 78711-3326
(512) 936-7120 o (888) 782-8477
Fax (512) 936-7003
Dirección de correo electrónico: customer@puc.state.tx.us
Sitio de Internet: www.puc.state.tx.us
TTY (512) 936-7136; Relay Texas: 800-735-2989

Si la disputa no se puede resolver de manera informal (ya sea entre nosotros o con la PUCT) dentro de sesenta (60) días después de que la parte denunciante informe a la otra pro escrito acerca de la naturaleza y las bases de la disputa y hizo una demanda ("Demanda") por escrito cualquiera de las partes puede buscar una arbitraci3n formal.

CONSTELLATION ESPERA QUE UD SEA UN CLIENTE SATISFECHO, PERO SI ES QUE HUBIESE ALGUN PROBLEMA, ESTA SECCION DELINEA LO QUE SE ESPERA DE NOSOTROS SI ES QUE EL PROCESO REQUERIDO POR LA COMISION DE UTILIDADES PUBLICA DE TEXAS DEMUESTRA NO SER SATISFACTORIO PARA UD. USTED Y

NOSOTROS ESTAMOS DE ACUERDO EN RESOLVER TODAS LAS DISPUTAS RELACIONADAS CON O QUE NAZCAN DE LA INTERACCION ENTRE NOSOTROS (INCLUYENDO NUESTROS AFILIADOS, AGENTES, EMPLEADOS, DIRECTORES, OFICIALES Y ASIGNADOS) SOLAMENTE A TRAVES DE LA ARBITRACION O POR UNA ACCION INDIVIDUAL EN LA CORTE DE DEMANDAS PEQUENAS. NO HABRA ARBITRACION POR JUEZ O

JURADO Y LOS PROCEDIMIENTOS PODRAN SER DIFERNTES, PERO UN ARBITRO PUEDE OTORGARLE LOS MISMOS DANOS Y SOCORRO Y TIENE QUE HONRAR LOS MISMOS TERMINOS EN ESTE ACUERDO COMO LO HARIA UNA CORTE. SI ES QUE LA LEY OTORGA UN REEMBOLSO DE LOS CARGOS DE ABOGADO, UNA ARBITRACION LOS PUEDE OTORGAR IGUALMENTE. TAMBIEN ESTAMOS DE ACUERDO EN QUE:

- 1) Si Ud. elije una arbitraci3n, el acto federal de arbitraci3n aplica a este acuerdo.
- 2) Cualquier arbitraci3n ser3 gobernada por las Reglas de Arbitraci3n Comercial y por los Procedimientos Suplementarios de las Disputas Relacionadas Con el Consumidor (colectivamente, "Reglas de AAA") de la Asociaci3n Americana de Arbitraci3n ("AAA"), como esta modificada en este acuerdo, ser3 administrada por la AAA. Las Reglas de la AAA est3n disponibles en l3nea en adr.org, o llamando al 1-800-778-7879. El Arbitro est3 sujeto a los termino de este acuerdo y a todas los problemas ser3n decididos por el 3rbitro, excepto los problemas relacionados con el alcance y la aplicabilidad de la prestaci3n del arbitraje ser3n decisi3n de la corte. Esta disposici3n de resoluci3n de disputas no le excluye de traer cualquier problema que pueda tener ante las autoridades gubernamentales.
- 3) ESTAMOS EN CONCORDANCIA QUE ESTE ACUERDO NO PERMITE ACCIONES DE CLASE LEGAL EN LA CORTE O DE ARBITRAJE EN CLASES LEGALES, ICLUSO SI ES QUE LOS PROCEDIMIENTOS DE AAA PERMITIERA DICHS PROCEDIMIENTOS. AYUDA PUEDE SER OTORGADA SOLO EN FAVOR A LA PARTE PIDIENDO DICHA AYUDA Y SOLAMENTE EN LA MEDIDA NECESARIA PARA PROVEER AYUDA GARANTIZADA POR LA DEMANDA INDIVIDUAL DE LA PARTE. SI POR ALGUNA RAZON LA DENUNCIA COLECTIVA ES INAPLICABLE EL ACUERDO DE ARBITRAJE NO SERA APLICABLE.
- 4) Cualquier audiencia de arbitraje tendr3 lugar en el condado de su facturaci3n. Si Ud. No puede pagar los cargos de presentaci3n de AAA, administraci3n, y arbitraje por cualquier arbitraje iniciado correctamente exigiendo danos hasta
- 5) \$10,000, nosotros pagaremos dichos cargos. De otra manera, el pago de estos montos ser3n gobernados por las reglas de AAA. En adici3n, para demandas de menos de \$10,000, cualquier audiencia de arbitraje podr3 realizarse telef3nicamente.
- 6) Si el arbitro le emite un premio el cual es mas grande que el valor de nuestra ultima oferta echa dentro de sesenta
- 7) (60) d3as depsues de recibida su Demanda ("Oferta") o si no hicimos alguna oferta, le pagaremos a Ud. Tres veces el monto del premio: y a su abogado dos veces el valor de los cargo de abogado, y le reembolsaremos cualquier gasto incurrido al seguir con su demanda de arbitraje. SI el premio en su favor es menor que nuestra oferta solo le pagaremos el monto del premio. Cualquier premio de arbitraje ser3 final y vinculante y la sentencia confirmando el premio ser3 aplicada solamente al caso especifico para reforzar el premio en ese caso.
- 8) SI POR ALGUNA RAZON UNA DEMANDA PROCEDE A LA CORTE, LOS DOS ESTAMOS DE ACUERDO CON RENUNCIAR AL DERECHO DE UN JUICIO CON JURADO. Esta disposici3n de resoluci3n de disputa sobrevira el termino de este acuerdo

Otras Protecciones

Listas de Registro para No Recibir Llamadas: Por una tarifa que no exceda cinco d3lares (\$ 5.00) por cada per3odo, los Clientes comerciales pueden a3adir su nombre, direcci3n y n3mero de tel3fono a una "Lista de Registro para no Recibir Llamadas sobre el Servicio El3ctrico" auspiciado por el estado, cuyo objetivo es limitar el n3mero de llamadas de telemarketing recibidas en relaci3n a su elecci3n de REP, mediante el registro a trav3s del Servicio Postal de los Estados Unidos, Internet o telef3nicamente, de la siguiente manera: en l3nea al www.texasnocall.com, llamando al n3mero gratuito 1-866-TXNOCAL (L) (1-866-896-6225), o escribiendo a Texas No Call, PO Box 313, E. Walpole, MA 02032. Si se registra en l3nea o por tel3fono, la tarifa debe ser pagada con tarjeta de cr3dito, pero si se registra por correo, esta cantidad se puede pagar con tarjeta de cr3dito, cheque o giro postal. Una vez que se haya registrado, el Cliente puede esperar la suspensi3n de las llamadas de telemarketing que recibe, lo que ocurrir3 de la siguiente manera: Si se ha registrado entre el 2 de enero y el 31 de marzo, eso suceder3 a partir del 1 de junio; si se ha registrado entre el 1 de abril y el 30 de junio, eso suceder3 a partir del 1 de septiembre; si se ha registrado entre el 1 de julio y el 30 de septiembre, eso suceder3 a partir del 1 de diciembre; si se ha registrado entre el 1 de octubre y el 31 de diciembre, eso suceder3 a partir del 1 de marzo. Sin embargo, el registro vence el quinto aniversario de la fecha en que el n3mero de tel3fono es publicado por primera vez en la "Lista de Registro para no Recibir Llamadas sobre el Servicio El3ctrico". Incluso si est3 registrado, puede seguir recibiendo llamadas de telemarketing que no son hechas por los REPs. Los Clientes Residenciales pueden registrar su nombre, direcci3n y n3mero de tel3fono en la "Lista para No Recibir Llamadas" que cubre todo el estado, lo cual ayudar3 a limitar las llamadas de telemarketing a su hogar o negocio. Usted puede registrarse en el "Lista para No Recibir Llamadas" de tres maneras: en l3nea al www.texasnocall.com, llamando al n3mero gratuito 1-866-TXNOCAL (L) (1-866-896-6225), o escribiendo a Texas No Call, PO Box 313, E. Walpole, MA 02032.

Disponibilidad de otros Idiomas: Usted puede especificarle a su REP que desea recibir información en español, o en cualquier otro idioma en el cual lo solicitaron. Esto incluye los Términos de Servicio, la Etiqueta de Datos de Electricidad, Sus Derechos como Cliente, las facturas y notificaciones de facturas, las notificaciones de terminación y desconexión, la información sobre nuevos servicios de electricidad, los programas de descuentos, las promociones y el acceso al servicio al cliente.

Derechos de Privacidad: Los REPs no pueden divulgar ni vender ninguna información confidencial de los clientes, incluyendo: su nombre, dirección, número de cuenta, tipo o clasificación del servicio, consumo histórico de electricidad, patrones de consumo esperados, tipos de instalaciones utilizados para 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 su información (i) bajo ciertas circunstancias requeridas por la ley, incluyendo la divulgación a la PUCT, a un agente de su REP, a las agencias de informes de crédito, agencias que hacen cumplir la ley o al TDU, (ii) para nuestros afiliados(dependiendo de que están de acuerdo con los estándares así como nosotros), o (iii) en agregado(dependiendo de que dichas revelaciones no pueden ser razonablemente esperadas especialmente de identificarlo a usted). Su información será compartida con otros REPs minoristas o agrupaciones, siempre y cuando usted dé su consentimiento.

Servicios Especiales: Su REP puede ofrecer servicios especiales para clientes con discapacidad auditiva y clientes discapacitados. Si usted tiene una discapacidad o requiere de asistencia especial con respecto a su cuenta de electricidad, póngase en contacto con su REP para obtener información sobre estos servicios especiales.

Constellation NewEnergy, Inc.
P.O. Box 4911
Houston, TX 77210-4911
Licencia PUCT #10014
www.Constellation.com/TX-info.com
Email: SMBCareTX@Constellation.com
Servicio al Cliente del REP
Asistencia al Cliente: 1 (866) 917-8271
Lunes-Viernes 7:00 a.m. - 8:00 p.m. CST
Sábado 8:00 a.m. - 5:00 p.m. CST