



Small Commercial Electricity Service

Reliant Energy Retail Services, LLC - REP Certificate #10007

OFFER AGREEMENT

Please complete the information below. Your failure to provide accurate information will delay your enrollment.

KILLEEN INDEPENDENT SCHOOL DISTRICT

Business Name (Applicant)

killeen **ISD**

First Name Last Name

12 greenway plaza

Notice Address

Houston TX 77046

City State Zip

Educational Facilities

Sq. Footage of Business

Type of Business

PHONE NUMBER: **7780764732**

Would you prefer to receive information in:

☒ English ☐ Spanish (please check one)

If you provide your e-mail address below, we will send you important account information, and may occasionally send you e-mail messages about ways to save energy and about our products and services.

E-mail: **saravana.s@nrg.com**

RELIANT BUSINESS POWER PLUS ¹² PLAN VCF:

Price: \$0.00 recurring Base Charge for each electricity meter + ^{3.7} ¢ per kilowatt-hour Energy Charge + Transmission and Distribution Service Provider (TDSP) Pass-Through Charges. TDSP Pass-Through Charges will be passed through on the invoice without markup by Reliant.

This offer has limited availability and may be withdrawn at any time.

Electricity Facts Label: (R2F00111765907Q)

Price Disclosure:

The average price is 7.5 ¢ per kWh for Non-demand meters based on average consumption of 3500 kWh. The average price is 9.2 ¢ per kWh for Demand meters based on a peak demand assuming a 30% load factor. .

Promo Code: FI2D0E

Deposit: **You will be notified within 3 business days if a deposit is required. If required, the deposit amount will be the greater of the next two months estimated billings or one-fifth (1/5th) of your estimated annual billings. Deposit options are set forth in the Terms of Service.**

Deposit Amount: NONE

Initial Contract Term Start Date: 12/01/2029 Contract Term: 12 months

Customer Initials: S

If you are a current Reliant customer or if you are switching to Reliant from another provider, your contract Start Date will be the first regularly scheduled meter read dates on or after date shown above if all enrollment requirements have been satisfied. For desired switches and move-in requests your Contract Term will start on the date specified for each service address listed below unless all enrollment requirements have not been satisfied. The contract will continue until the full contract term has been completed for each service address. At least 14 days before the end of your term, you will receive a contract expiration notice describing the Month to Month product that will automatically apply until you select another Reliant plan, switch to another provider or the contract is cancelled, terminated or disconnected as provided in the Terms of Service document.

Service Address	ESI ID	Desired Switch/MVI Date (if applicable)
8383 W TRIMMIR RD PORT, KILLEEN, TX 76542	10443720000246651	12/08/2029

Authorization: By signing below, (i) I am authorizing Reliant Energy Retail Services, LLC (Reliant) to become my new retail electric provider and to act as my agent to perform any necessary tasks to establish my electric service account with Reliant, (ii) I hereby authorize Reliant to obtain credit reports and/or other credit references in connection with my account(s) or other transactions with Reliant; (iii) I understand that an initial deposit may be required and failure to satisfy the deposit requirements specified above will delay or cancel my enrollment, (iv) I have received, read and understand the contract documents, which includes the Terms of Service (R2F1720A), the Offer Agreement, the Electricity Facts label, and Your Rights as A Customer document, (v) I am at least eighteen (18) years of age and legally authorized by all necessary action to change the retail electric provider for the each service address listed in the Offer Agreement, (vi) I understand that no alterations by either party to the printed portions of the contract documents will be valid, that the contract documents are intended as the exclusive statement of the agreement and that no other document or statement shall be used to vary or contradict the express terms of the contract documents; (vii) an early termination of this contract prior to the end of the 12 month term may result in a cancellation fee equal to 1x times the sum of the Energy Charge, Demand Charge if applicable, Base Charge if applicable, and TDSP Pass-Through charges on the invoice prior to the final invoice and (viii) I understand that although I am entering into a contract today, my switch will be submitted later to occur on or after the contract Start Date provided above.

It is important that you confirm that the contract Start Date you provided is accurate as it could result in cancellation fees from your current provider if it is not correct. Reliant will not be responsible for any cancellation fees assessed as a result of this switch. **NOTICE:** You can cancel your acceptance of this contract without penalty or fee before midnight of the third federal business day after the Effective Date. The Effective Date of this contract is the date this Offer Agreement is signed by you. See the Terms of Service for specific information on how to exercise the right of rescission.

Designed by: Saravana S

Signature

saravana s

Name of individual legally authorized to act for Applicant (please print)

own

Title or relationship to Applicant

12/6/2021

Date

1234

Federal Tax ID#

Broker Channel not Required

Sales Rep Signature

Sales Rep Name

Unfortunately, we were unable to find the requested information. We apologize for the inconvenience.



Please contact us by phone at 1-866-222-7100 or 713-207-7777, available 24/7, so that we can assist you.

Customer Initials: _____

Reliant Energy Retail Services, LLC Certificate No. 10007

**PLEASE READ
THIS DOCUMENT CONTAINS IMPORTANT INFORMATION
REGARDING**

YOUR RIGHTS AS A CUSTOMER

Por favor refiérase a la parte interior de este documento para leer esta información en español.

This document summarizes Your Rights as a Customer and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUC). These rules apply to all retail electric providers (REPs), including those affiliated with your Transmission and Distribution Service Provider (TDSP) (Affiliated REP) and the provider of last resort (POLR), unless otherwise noted. You may view the PUC's complete set of electric rules at

<http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>.

For your convenience, contact information is located at the end of this document.

Obtaining and Canceling Service

Low-Income Customers: A customer who receives food stamps, Medicaid, AFDC or SSI from the Texas Department of Human Services (TDHS) automatically qualifies for the LITE-UP Texas program.

Customers qualified for the LITE-UP Texas program are eligible to pay a required deposit that is greater than \$50 in two installments. The first installment shall be due no earlier than ten days after the issuance of written notification and the second installment shall be due no earlier than 40 days after the issuance of written notification.

The affiliated REP or POLR may waive the deposit if the customer is medically indigent. In order to be considered medically indigent, the customer must meet the following guidelines:

1. the customer's household income must be at or below 150% of the poverty guidelines, as certified by a governmental entity or government-funded energy assistance program provider; AND
- 2a. the customer or customer's spouse must be certified by the person's attending physician (medical doctor, doctor of osteopathy, nurse practitioner, registered nurse, state-licensed social worker, state-licensed physical or occupational therapist, or employee of an agency certified to provide home health services POLRsuant to 42 U.S.C. §1395 *et seq.* which can be viewed at: <http://caselaw.lp.findlaw.com/cascode/uscodes/42/chapters/7/subchapters/xviii/toc.html>) as being unable to perform three or more activities of daily living, defined as "(l)imited to the following activities: bathing, dressing, grooming, routine hair and skin care, meal preparation, feeding, exercising, toileting, transfer/ambulation, positioning, and range of motion", OR
- 2b. the customer's monthly out-of-pocket medical expenses exceed 20% of the household's gross income.

Please call your affiliated REP or POLR if you believe you are eligible. Eligibility for medically indigent status must be established annually.

Unauthorized Change of Service Provider or "Slamming": A REP must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched without your authorization, you should contact your chosen REP and request

assistance. The affected REPs, TDSP and registration agent will work together to return you to your chosen REP in accordance with the market process approved by the PUC.

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 PUC. 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 charge from your bill, and refund or credit all money you paid for any unauthorized charge within 45 days. If charges are not refunded or credited within three billing cycles, interest shall be paid to you at an annual rate established by the PUC on the amount of any unauthorized charge until it is refunded or credited.

You may request all billing records under the REP's control related to any unauthorized charge within 15 days after the date the unauthorized charge is removed from your bill. Your REP will not re-bill you for any charges determined to be unauthorized.

Deferred Payment Plans and Other Payment Arrangements: If you cannot pay your bill, please call your REP immediately.

Your REP may offer you a short-term payment arrangement that allows you to pay your bill after your due date, but before your next bill is due. (A deferred payment plan allows a customer to pay an outstanding bill in installments that extend beyond the due date of the next bill.) Your REP must offer you a deferred payment plan unless you have received more than two termination/disconnection notices during the past 12 months, you have been a POLR customer for fewer than three months and do not have sufficient credit or payment history with another REP, or if you have received a disconnect notice for failing to comply with the terms of an existing deferred payment plan. All REPs must offer deferred payment plans to customer who have been under-billed, or upon request for bills that are due during an extreme weather emergency and to customers who have been under-billed. A deferred payment plan may include a five percent penalty for late payment; however, the POLR may not charge a late fee. If you do not fulfill the terms of the payment arrangement or deferred payment plan, a REP may terminate or disconnect service. For details on these programs, please see your Terms of Service or contact your REP for further information.

Financial and Energy Assistance: REPs must offer bill payment assistance to customers who express an inability to pay or need assistance with the bill payment. REPs must also offer level or average payment plans. An electric customer who receives food stamps, Medicaid, AFDC or SSI from the Texas Department of Human Services (TDHS) or whose household income is not more than 125% of the federal poverty guidelines may qualify for energy assistance. Contact your REP for more information.

Meter Testing: The meter located at your premise can be tested once every four years at no cost to you. Your REP can make the request for a meter test on your behalf. If the meter has been tested more than once in a four year period, and the meter is determined to be functioning properly, then you may be charged a fee for the additional meter test(s) at the rate approved for your TDSP. The TDSP will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter.

Contract Termination

Termination of Service: Your REP may terminate your electric service for reasons other than non-payment as specified in your Terms of Service. If you do not obtain service from another REP prior to the termination date, you will be transferred to the POLR in your area. Your current REP will mail you a separate Termination Notice no earlier than the first day after the date your bill is due. The termination date will be 10 days from the date the notice is issued and may not fall on a holiday or weekend.

Your REP cannot terminate your contract for any of the following reasons:

- failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household;
- failure to pay any charge unrelated to electric service;
- failure to pay a different type or class of electric service not included on the account's bill when service was initiated;
- failure to pay under-billed charges that occurred for more than six months (except theft of service);
- failure to pay any disputed charges until your REP or the PUC determines the accuracy of the charges and you have been notified of this determination;
- failure to pay charges arising from an under-billing due to faulty metering (unless the meter was tampered with); or
- failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event the local distribution company is unable to read the meter due to circumstances beyond its control.

Disconnection of Electric Service

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

- failure to pay a bill owed to the REP, or to make a deferred payment arrangement by the date of disconnection;
- failure to comply with the terms of a deferred payment agreement made with the REP;
- using service in a manner that interferes with the service of others or the operations of non-standard equipment;
- failure to pay a deposit required by the REP; or
- 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.

Prior to disconnecting your service for non-payment, the REP must provide you a Disconnection Notice. This notice must be mailed to you separately no earlier than the first day after the date your bill is due. The disconnection date must be 10 days from the date the notice is issued and may not fall on a holiday or weekend or the day preceding unless their personnel are available to take payments and service can be reconnected. If, however, you have a Chronic Condition Residential Customer designation, you and any secondary contact listed on the PUC-approved application form will receive written notice of the REP's intent to disconnect service no later than 21 days prior to the date that service will be disconnected.

The REP may not seek to have your electric service disconnected by your TDSP for any of the reasons listed under the Termination of Service portion of this document.

Additionally, the REP may not disconnect your electric service:

- if it receives notification by the disconnection date that an energy assistance provider will be forwarding sufficient payment on your account;
- for non-payment during an extreme weather emergency and must offer you a deferred payment plan for bills due during the emergency; or
- for non-payment if you inform the REP, prior to the disconnection date stated on the notice, that you or another resident on the premises is a Critical Care Residential Customer. However, to obtain this exemption, you must enter into a deferred payment plan with the REP and have the Critical Care Residential Customer's attending physician contact the REP and submit a written statement attesting to the necessity of electric service to support life. This exemption from disconnection shall be in effect for 63 days and may be applied for again after the 63 days has expired and the deferred payment plan has been fulfilled.

Critical Care or Chronic Condition Residential Customer: You have a right to apply for Critical Care Residential Customer designation if you have a person permanently residing in your premise who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life.. If you have a person permanently residing in your premise who has been diagnosed by a physician as having a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the condition, you may apply for designation as a Chronic Condition Residential Customer. To be considered for such designation, the PUC-approved form must be submitted by facsimile or other electronic means to the TDSP by a physician. The TDSP will notify you of the final status of your designation as a Critical Care or Chronic Condition Residential Customer, and will notify you when such designation will expire and whether you will receive a renewal notice. The TDSP will also notify us about your status.

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 TDSP to reconnect your service. 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.

Disputes With Your Provider

Complaint Resolution: Please contact your REP if you have specific comments, questions or complaints. Upon receipt of a complaint, your REP must investigate and notify you of the results within 21 days. If you are dissatisfied with the results of the investigation, you may request a supervisory review. Your REP must advise you of the results of the supervisory review within 10 business days of your request. If you are dissatisfied with the results of the investigation or supervisory review, you may file a complaint with the PUC and the Office of Attorney General, Consumer Protection Division. For a complaint involving a disputed bill, your REP may not initiate collection activities, termination or disconnection activities or report the delinquency to a credit reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, your REP may send a disconnection notice for non-payment of any undisputed portion of the bill.

Reporting Outages: Your REP is responsible for providing you with the telephone number you may use to report outages or other emergencies. For your reference, this contact information is also provided at the end of this document.

Other Protections

Do Not Call List: Beginning January 1, 2002, customers who do not want to receive telemarketing calls may add their name, address, and telephone number to the statewide electric "Do Not Call List." 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. You may be required to pay a charge not to exceed \$5.00 to register a telephone number, and the number will remain on the list for three years. Once you register for inclusion on the "Do Not Call List," you can expect to stop receiving telemarketing calls regarding consumer goods and other services. If you register for inclusion on the list via phone or online, you must pay the fee with a credit card. If you register for inclusion on the list via mail, the fee must be paid with a money order, check or credit card.

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 Agreement, 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: All REPs are prohibited from disclosing or selling 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 under certain circumstances as required by law, including a release of your information to the PUC, an agent of your REP, credit reporting agencies, law enforcement agencies or your TDSP. Your information will be shared with other retail REPs, aggregators or third parties only with your consent.

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

Contacts

REP Mailing Address	REP Customer Service	Outages & Emergencies	Public Utility Commission of Texas Mailing Address	Public Utility Commission of Texas Customer Service
Reliant Energy Retail Services, LLC: P.O. Box 3765, Houston, TX 77253-3765	Reliant RESIDENTIAL Reliant Residential Services Direct: 713-207-7777 Toll-free 24 hours: 1-866-222-7100 Fax: 1-888-773-9647 BUSINESS d/b/a Reliant Business Services Direct: 713-207-5555 Toll-free: 1-866-660-4900 7 a.m. to 7 p.m. CT (Mon. - Fri.) Hearing & Speech Impaired: Toll-free: 1-888-467-3542 Online: Website: reliant.com E-mail Address: service@reliant.com	Contact CenterPoint Energy: Direct: 713-207-2222 Toll- free: 1-800-332-7143 Contact ONCOR Electric Delivery: 1-888-313-4747 Contact Texas-New Mexico Power: 1-888-866-7456 Contact AEP Texas Central Company or AEP Texas North Company: 1-866-223-8508 Contact Sharyland Utilities: (800) 545-4513	Consumer Protection Division, P.O. Box 13326 Austin, TX 78711-3326	Direct: 512-936-7120 Toll-free: 1-888-782-8477 Fax: 512-936-7003 Online: Website: www.puc.texas.gov E-mail Address: customer@puc.texas.gov

Reliant Energy Retail Services, LLC Certificado No. 10007

**POR FAVOR LEA
ESTE DOCUMENTO CONTIENE INFORMACIÓN IMPORTANTE
SOBRE**

SUS DERECHOS COMO CLIENTE

Este documento resume Sus Derechos como Cliente y está basado en las reglas de protección al cliente adoptadas por la Comisión de Servicios Públicos de Texas (PUC). Estas reglas aplican a todos los proveedores minoristas de electricidad (REP), incluyendo aquellos afiliados con su Proveedor de Servicio de Transmisión y Distribución (TDSP) (REP Afiliado) y el proveedor de último recurso (POLR), a menos que esté indicado algo diferente. Usted puede ver el conjunto completo de la PUC de reglas sobre la electricidad en <http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/Electric.aspx>

Para su conveniencia, información de contacto está localizada al final de este documento.

Obtención y Cancelación de Servicio

Clientes de Bajos Recursos: Un cliente que recibe cupones de alimentos, Medicaid, AFDC o SSI del Departamento de Servicios Humanos de Texas (TDHS) automáticamente califica para el programa LITE-UP Texas.

Los clientes calificados para el programa LITE-UP Texas son elegibles para pagar cualquier depósito requerido de más de \$50 en dos plazos. El primer plazo vencerá no antes de los diez días después de la emisión de aviso por escrito y el segundo plazo vencerá no antes de los 40 días después de la emisión de aviso por escrito.

El REP afiliado o POLR puede renunciar el depósito si el cliente es indigente médicamente. Para ser considerado indigente médicamente, el cliente debe cumplir con las siguientes guías:

1. los recursos domiciliarios del cliente deben ser igual o menos del 150% de la guía federal de pobreza, según lo certifique un organismo del gobierno o un proveedor de programa de asistencia de energía financiado por el gobierno; Y
- 2a. el cliente o el/la esposo/a del cliente debe ser certificado por el médico encargado de esa persona (doctor médico, doctor de osteopatía, enfermera especialista (*nurse practitioner*), enfermera titulada (*registered nurse*), asistente social licenciado por el estado, terapeuta ocupacional o físico licenciado por el estado, o empleado de una agencia con certificado para proveer servicios médicos en el hogar conforme a 42 U.S.C. §1395 y siguientes que pueden ser vistos en: <http://caselaw.lp.findlaw.com/cascode/uscodes/42/chapters/7/subchapters/xviii/toc.html>) como incapaz de ejecutar tres o más actividades de la vida diaria, lo cual está definido como "limitado a llevar a cabo las siguientes actividades: bañarse, vestirse, arreglarse, cuidado rutinario del cabello y la piel, preparación de comidas, alimentación, ejercicio, ir al baño, transportarse/caminar, cambiar de posición, y alcance de movimiento", O
- 2b. las expensas médicas mensuales del cliente exceden el 20% de los ingresos brutos del hogar.

Por favor llame a su REP afiliado o POLR si piensa que es elegible. La elegibilidad para recibir la clasificación de estar indigente médicamente debe ser establecida anualmente.

Cambio no Autorizado de Proveedor de Servicio o “Slamming”: Un REP debe obtener su autorización verificable antes de transferir su servicio eléctrico. Si usted cree que su servicio eléctrico ha sido transferido sin su autorización, debería comunicarse con el REP que eligió y solicitar asistencia. Los REP afectados, el TDSP y el agente de inscripción trabajarán juntos para retornarlo al REP que eligió de acuerdo al proceso del mercado que aprobó la PUC.

Cuestiones de Facturación

Cargos no Autorizados o “Cramming”: Antes de que se incluya algún cargo nuevo en su factura de electricidad, su REP debe informarle del producto o servicio, de todos los cargos asociados, y de cómo estos cargos serán facturados antes de que aparezcan en su factura de electricidad y debe obtener su consentimiento al producto o servicio. Si usted cree que su factura incluye cargos no autorizados, puede comunicarse con su REP para disputar dichos cargos y puede presentar una queja ante la PUC. Su REP no buscará ni terminar ni desconectar su servicio eléctrico por falta de pago de un cargo no autorizado, ni presentará un informe de crédito desfavorable en contra de usted por cargos sin pagar disputados que están alegados de ser no autorizados, a menos que la disputa finalmente se resuelva en contra de usted. Si se determina que los cargos son no autorizados, su REP cesará de cargarle por el servicio o producto no autorizado, eliminará el cargo no autorizado de su factura, y reembolsará o acreditará todo el dinero que usted pagó por cualquier cargo no autorizado dentro de un plazo de 45 días. Si cualquier cargo no se reembolsa o acredita dentro de un plazo de tres ciclos de facturación, se le pagará intereses a una tasa anual establecida por la PUC sobre el monto de cualquier cargo no autorizado hasta que se reembolse o se acredite.

Usted puede solicitar todos los archivos de facturación que estén bajo el control del REP relacionados con cualquier cargo no autorizado dentro de los 15 días después de la fecha en la cual se elimina el cargo no autorizado de su factura. Su REP no le reapplica ningún cargo que se determine ser no autorizado.

Planes de Pagos Diferidos y Otros Arreglos de Pago: Si usted no puede pagar su factura, por favor llame a su REP inmediatamente.

Su REP puede ofrecerle un arreglo de pago de corto plazo para pagar su factura después de su fecha de vencimiento, pero antes de que se venza su próxima factura. (Un plan de pagos diferidos le permite pagar una factura pendiente en plazos que se extienden más allá de la fecha de vencimiento de la siguiente factura.) Su REP debe ofrecerle un plan de pagos diferidos a menos que usted haya recibido más de dos avisos de terminación/desconexión durante los últimos 12 meses, que usted haya sido cliente del POLR por menos de tres meses y no tiene suficiente historial de crédito o pago con otro REP, o si ha recibido un aviso de desconexión por incumplimiento con los términos de un plan de pagos diferidos existente. Todos los REP deben ofrecer planes de pagos diferidos a los clientes a quienes se les haya facturado de menos, o, al ser solicitado, para facturas que se venzan durante una emergencia provocada por condiciones climáticas extremas y a los clientes a quienes se les haya facturado de menos. Un plan de pagos diferidos puede incluir una penalidad de cinco por ciento por pago tardío; sin embargo, el POLR no puede cobrar un cargo moratorio. Si usted no cumple con los términos del arreglo de pago o del plan de pagos diferidos, un REP puede terminar o desconectar su servicio. Para obtener detalles sobre estos programas, por favor refiérase a los Términos de Servicio o comuníquese con su REP para obtener más información.

Asistencia Financiera y de Energía: Los REP deben ofrecer asistencia en el pago de facturas a los clientes que expresen una incapacidad para pagar o que precisen asistencia con el pago de facturas. Los REP también deben ofrecer planes de pagos nivelados o promediados. Un cliente de electricidad que recibe cupones de alimentos, Medicaid, AFDC o SSI del Departamento de Servicios Humanos de Texas (TDHS) o cuyos recursos domiciliarios no exceden el 125 por

ciento de la guía federal de pobreza puede calificar para asistencia de energía. Comuníquese con su REP para obtener más información.

Pruebas del Medidor: El medidor localizado en su localidad se puede probar una vez cada cuatro años libre de costo para usted. Su REP puede hacer el pedido para una prueba de su medidor a nombre suyo. Si se prueba el medidor más de una vez durante un período de cuatro años, y se determina que el medidor está funcionando debidamente, entonces se le puede aplicar un cargo por la(s) prueba(s) adicional(es) según la tarifa aprobada para su TDSP. El TDSP le avisará de los resultados de la prueba, incluyendo la fecha de la prueba, la persona que la llevó a cabo y, si es aplicable, la fecha de retiro del medidor.

Terminación del Contrato

Terminación de Servicio: Su REP puede terminar su servicio eléctrico por razones otras que la falta de pago tal como se especifica en sus Términos de Servicio. Si usted no obtiene servicio de otro REP antes de la fecha de terminación, será transferido al POLR que esté en su zona. Su REP actual le enviará por correo un Aviso de Terminación por separado no antes del primer día después de la fecha de vencimiento de su factura. La fecha de terminación será 10 días después de la fecha de emisión del aviso y no puede caer en un día feriado ni en un fin de semana.

Su REP no puede terminar su contrato por ninguna de las siguientes razones:

- falta de pago por servicio eléctrico por un ocupante previo de la localidad si dicho ocupante no es del mismo hogar;
- falta de pago de cualquier cargo no relacionado con el servicio eléctrico;
- falta de pago por un tipo o clase diferente de servicio eléctrico que no fue incluido en la factura de la cuenta cuando se inició el servicio;
- falta de pago de cargos surgentes de facturaciones insuficientes que ocurrieron durante más de seis meses (excepto robo de servicio);
- falta de pago de cualquier cargo disputado hasta que su REP o la PUC determine la exactitud de los cargos y usted haya sido notificado de esta determinación;
- falta de pago de cargos surgentes de facturaciones insuficientes debidos a fallas en la medición (a menos que el medidor haya sido forzado); o
- falta de pago de una factura estimada a menos que la factura estimada sea parte de un programa pre-aprobado de lectura del medidor o en el caso de que la empresa de distribución local sea incapaz de leer el medidor por circunstancias fuera de su control.

Desconexión del Servicio Eléctrico

Desconexión de Servicio: La PUC ha dispuesto que, bajo ciertas circunstancias peligrosas (tales como situaciones de líneas eléctricas inseguras), un REP puede autorizar a su TDSP a desconectar su servicio eléctrico sin darle previo aviso a usted. Además, un REP puede buscar hacer desconectar su servicio eléctrico por cualquiera de las razones listadas a continuación:

- falta de pago de una factura debida al REP, o falla en llegar a un arreglo de pagos diferidos para la fecha de desconexión;
- falta de cumplimiento con los términos de un arreglo de pagos diferidos llegado con el REP;
- usar el servicio de una manera que interfiera con el servicio de otros o la operación de equipo no estándar;
- falta de pago de un depósito requerido por el REP; o
- falta del garante de pagar el monto garantizado en el caso de que el REP tenga un convenio por escrito, firmado por el garante, que permita la desconexión del servicio del garante.

Antes de desconectar su servicio por falta de pago, el REP debe proveerle un Aviso de Desconexión. Dicho aviso debe ser enviado por correo a usted por separado no antes del primer día después de la fecha de vencimiento de su factura. La fecha de desconexión debe ser 10 días después de la fecha de emisión del aviso y no puede caer en un día feriado ni en un fin de semana ni en el día anterior a menos que el personal de ellos esté disponible para recibir pagos y el servicio pueda ser reconectado. Sí, no obstante, usted tiene una designación de Cliente Residencial con Condición Crónica, usted y cualquier contacto secundario enumerado en el formulario de solicitud aprobado por la PUC recibirá un aviso por escrito de la intención del REP de desconectar el servicio antes de los 21 días anteriores a la fecha en que se desconectará el servicio.

El REP no puede buscar hacer desconectar su servicio eléctrico por su TDSP por ninguna de las razones listadas en la parte Terminación de Servicio de este documento.

Además, el REP no puede desconectar su servicio eléctrico:

- si el mismo recibe notificación para la fecha de desconexión de que un proveedor de asistencia de energía remitirá suficiente pago por usted;
- por falta de pago durante una emergencia provocada por condiciones climáticas extremas y debe ofrecerle un plan de pagos diferidos para facturas que se venzan durante la emergencia; o
- por falta de pago si informa al REP, antes de la fecha de desconexión especificada en el aviso, que usted u otro residente de la vivienda es un Cliente Residencial con Cuidado Crítico. Sin embargo, para obtener esta exención, usted debe establecer un plan de pago diferido con el REP y hacer que el médico responsable del Cliente Residencial con Cuidado Crítico contacte al REP y envíe una declaración por escrito que informe la necesidad del servicio de electricidad para permanecer con vida. Esta exención de la desconexión debe entrar en vigencia durante 63 días y puede volver a solicitarla una vez que hayan transcurrido los 63 días y se haya cumplido el plan de pago diferido.

Cliente Residencial con Cuidado Crítico o Condición Crónica: Usted tiene derecho a solicitar la designación de Cliente Residencial con Cuidado Crítico si una persona que reside en su vivienda de manera permanente ha sido diagnosticada por un médico como dependiente de un dispositivo médico que funciona con electricidad para permanecer con vida. Si una persona que reside de manera permanente en su vivienda ha sido diagnosticada por un médico con una condición médica grave que requiere de un dispositivo médico que funciona con electricidad o calefacción o aire acondicionado eléctricos para evitar el deterioro de una función primordial para la vida a través de un deterioro significativo o la intensificación de la condición, usted puede solicitar la designación como Cliente Residencial con Condición Crónica. Para ser considerado para esta designación, el formulario aprobado por la PUC debe ser enviado por un médico por fax u otros medios electrónicos al TDSP. El TDSP le notificará el estado final de su designación como Cliente Residencial con Condición Crónica o Cuidado Crítico, y le notificará cuándo vencerá esa notificación y si recibirá o no un aviso de renovación. El TDSP también le notificará acerca de su estado.

Restitución de Servicio: Si su servicio ha sido desconectado por el REP por falta de pago, el REP, al subsanarse satisfactoriamente las razones por la desconexión, notificará a su TDSP de que reconecte su servicio. El REP continuará sirviéndole bajo los Términos de Servicio vigentes antes de la emisión del Aviso de Desconexión. Si su servicio fue desconectado por una situación peligrosa, su servicio se reconectará una vez que usted notifique a su REP de que usted ha corregido y resuelto la situación peligrosa satisfactoriamente.

Disputas con Su Proveedor

Resolución de Quejas: Por favor comuníquese con su REP si tiene observaciones, preguntas o quejas específicas. Al recibir una queja, su REP debe investigar y notificarle de los resultados dentro de un plazo de 21 días. Si está insatisfecho con los resultados de la investigación, puede solicitar una revisión supervisora. Su REP debe avisarle de los resultados de la revisión supervisora dentro de los 10 días laborables después de su solicitud. Si está desatisfecho con los resultados de la investigación o de la revisión supervisora, puede presentar una queja ante la PUC y la Oficina del Procurador General del Gobierno, División de Protección al Consumidor. En el caso de una queja que implique una factura disputada, su REP no puede iniciar actividades de cobranza ni actividades de terminación o desconexión ni podrá reportar la morosidad a una agencia de informes de crédito con respecto a la parte de la factura disputada. Sin embargo, después de dar el aviso apropiado, su REP puede enviar un aviso de desconexión por falta de pago de la parte no disputada de la factura.

Reportar Apagones: Su REP es responsable de proveerle el número de teléfono que usted puede usar para reportar apagones u otras emergencias. Para su referencia, esta información de contacto también está provista al final de este documento.

Otras Protecciones

Lista de No Llamar: Desde el 1 de enero de 2002, los clientes que no quieran recibir llamadas de telemarketing pueden agregar su nombre, dirección, y número de teléfono a la "Lista de No Llamar" de la electricidad a escala estatal. Se puede inscribir en la "Lista de No Llamar" en tres formas: en línea en www.texasnocall.com, llame libre de cargo al 1-866-TXNOCAL(L) (1-866-896-6225), o escriba a Texas No Call, P.O. Box 313, E. Walpole, MA 02032. Se le puede requerir pagar un cargo de no más de \$5.00 para inscribir un número de teléfono, y el número permanecerá en la lista por tres años. Una vez que se inscribe para ser incluido en la "Lista de No Llamar," puede esperar parar de recibir llamadas de telemarketing con respecto a artículos de consumo y otros servicios. Si se inscribe en la lista por teléfono o en línea, debe pagar el cargo con tarjeta de crédito. Si se inscribe en la lista por correo, se debe pagar el cargo con orden de pago, cheque o tarjeta de crédito.

Disponibilidad de Idioma: Usted puede solicitar recibir de su REP información en español, o en cualquier idioma con el cual usted fue solicitado. Esto incluye el Contrato de Términos de Servicio, Sus Derechos como Cliente, facturas y avisos de facturación, avisos de terminación y desconexión, información sobre nuevos servicios eléctricos, programas de descuentos, promociones, y acceso a asistencia al cliente.

Derechos de Privacidad: Se les prohíbe a todos los REP divulgar o vender información confidencial del cliente, incluyendo: su nombre, dirección, número de cuenta, tipo o clase de servicio, historial de uso de electricidad, patrones esperados de uso, tipos de equipo utilizados para proveer el servicio, términos y condiciones particulares de contratos, precio, cargos actuales o archivos de facturación. Esta prohibición no aplica a la revelación de su información bajo ciertas circunstancias según lo requiera la ley, incluyendo la revelación de su información a la PUC, a un agente de su REP, a agencias de informes de crédito, a agencias encargadas de la ejecución de la ley o a su TDSP. Su información se compartirá con otros REP minoristas, con agrupadores o con otros terceros sólo con su consentimiento.

Servicios Especiales: Su REP puede ofrecer servicios especiales para los clientes impedidos del oído y programas para los clientes con incapacidades físicas. Si usted padece de alguna incapacidad física o requiere asistencia especial con respecto a su cuenta de electricidad, por favor comuníquese con su REP para pedir informes sobre el proceso de calificar para cualquiera de estos servicios especiales.

Contactos

Dirección Postal del REP	Servicio al Cliente del REP	Interrupciones y Emergencias	Dirección Postal de la Comisión de Servicios Públicos de Texas	Servicio al Cliente de la Comisión de Servicios Públicos de Texas
Reliant Energy Retail Services, LLC: P.O. Box 3765, Houston, TX 77253-3765	Reliant RESIDENCIAL Reliant Residential Services Directo: 713-207-7777 Libre de cargo las 24 horas en español: 1-866-222-7100 Fax: 1-888-773-9647 COMERCIAL d/b/a Reliant Business Services Directo: 713-207-5555 Libre de cargo en español: 1-866-660-4900 7 a.m a 7 p.m. CT (Lunes a Viernes) Impedidos del Oído o del Habla: Libre de cargo: 1-888-467-3542 En Línea: Sitio de Web: reliant.com Dirección de Correspondencia Electrónica: service@reliant.com	Comuníquese con CenterPoint Energy: Directo: 713-207-2222 Libre de cargo: 1-800-332-7143 Comuníquese con ONCOR Electric Delivery: 1-888-313-4747 Comuníquese con Texas-New Mexico Power: 1-888-866-7456 Comuníquese con AEP Texas Central Company o AEP Texas North Company: 1-866-223-8508 Comuníquese con Sharyland Utilities: (800) 545-4513	Consumer Protection Division, P.O. Box 13326 Austin, TX 78711-3326	Directo: 512-936-7120 Libre de cargo: 1-888-782-8477 Fax: 512-936-7003 En Línea: Sitio de Web: www.puc.texas.gov Dirección de Correspondencia Electrónica: customer@puc.texas.gov

RELIANT TERMS OF SERVICE**Business Terms of Service**

This document explains the terms and conditions that apply to your purchase of electricity from Reliant Energy Retail Services, LLC, d/b/a Reliant (Reliant, we, our, us) for non-residential customers. Your contract with us includes the Terms of Service, your Offer Agreement, which is your enrollment authorization in writing, by telephone or internet, the Electricity Facts label (EFL), and the Your Rights as a Customer disclosure document, as they may be amended from time to time. **By accepting electric service from Reliant, you are entering into a contract with us and you will be bound by the provisions of the contract including the Terms of Service.**

Contact Information

You can contact us anytime from 7:00 AM until 7:00 PM, Central Time, Monday through Friday, except holidays at:

Local Houston area telephone: 713-207-7777

Toll-free telephone: 1-866-660-4900

Website: reliant.com

Email: service@reliant.com

Fax: 1-888-773-9647

REP Certificate Number 10007

Or, write us at:

Reliant

P.O. Box 3412

Houston, TX 77253-3412

Attention: Contract Management or

Email: ctm-rebs@reliant.com

Spanish Language (Idioma Español)

Your contract documents are available in Spanish by contacting us at 1-866-660-4900 or visit reliant.com/español.

Usted puede obtener los documentos de su contrato comunicándose con nosotros al 713-207-7777 o 1-866-222-7100 o reliant.com/español.

Pricing

You agree to pay the price specified in your Offer Agreement and EFL and all amounts shown on the monthly invoice.

If you have a demand meter your price will include the demand charges specified in your Offer Agreement and EFL. The demand charge, if applicable, equals the amount per kW or kVA, times the kW or kVA recorded at each demand meter during the specified billing period.

You agree to pay non-recurring fees charged by the transmission and distribution service provider (TDSP) that are necessary to implement and/or maintain electric or outdoor lighting service for you. Non-recurring fees may include service connection, disconnection or reconnection fees, meter test fees, or special meter read fees. Non-recurring fees will appear as separate line items on your invoice.

You agree to pay all applicable Taxes (see Taxes section below) and any fees charged by any governmental entity. The price, non-recurring fees and Taxes will be reflected on your invoice as Current Charges.

We will charge \$25 for each payment transaction that is returned unpaid or not processed including: 1) returned checks, 2) returned electronic fund transfers, and 3) rejected credit card transactions. This charge will be reflected as Returned Payment Charge on your invoice, if applicable. We may also charge a \$10 Disconnect Notice Fee each time we send you a disconnection notice and a \$25 Disconnect Recovery charge if you fail to pay the past due amount before the expiration date of any disconnection notice issued by Reliant.

Optional Outdoor Lighting Service for Commercial Use

If you have outdoor lighting service, you will pay the price for your specific outdoor lighting type described in the Miscellaneous Lighting Service or Outdoor Lighting EFL under the contract.

Contract Term

Your contract term is specified in your Offer Agreement and EFL. We will begin delivery of your electricity beginning with the first available meter reading supplied to Reliant after ERCOT has confirmed Reliant as your retail electric provider (REP) if you are

switching to Reliant or the first available meter reading following the date your new product enrollment is processed by Reliant.

Billing, Payment and Payment Arrangements

We will provide a monthly invoice that will include Current Charges and the Amount Due that will be due and payable 16 calendar days from the date shown on the invoice, except you agree that we may issue an invoice less frequently if we do not receive meter readings or usage information from the TDSP or ERCOT in time to prepare and send a monthly invoice. We may also issue your invoice on a less frequent basis or send your invoices electronically if you agree to accept these alternate arrangements. If you do not pay your invoice by the due date, we may charge you a Late Payment Penalty of 5% on the amount for the previous month's past due electric service. Payments for state agencies will be subject to the provisions of the Prompt Payment Act Government Code, Chapter 2251. This Act can be viewed at:

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm>. Any Late Payment Penalty will not exceed the maximum amount permitted by Law. "Law" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction, including ERCOT. Public Utility Commission (PUC) rules and guidelines can be viewed at:

<http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>.

If you receive a disconnection notice you will be charged a Disconnect Notice Fee each time we send you a disconnection notice. We may also charge you a Disconnect Recovery charge if you do not make a valid payment of the full past due amount before the date your service is subject to disconnection as stated in your disconnection notice. This charge will apply regardless of whether your electric service is actually disconnected.

We reserve the right to adjust your invoice. We may calculate your invoice based on estimated meter readings absent actual meter readings from the TDSP or ERCOT. Once actual meter readings are received, we will issue a invoice or make adjustments on a subsequent invoice.

If you agree to purchase other products or services from us or you purchase products or services that are offered by us but provided from our affiliates or third parties (Third Party Services), you acknowledge that the invoice we provide you may include the charges for those products and services. We will apply all payments you make on your invoice first to the amounts you owe us for electric service.

Please call us if you anticipate having difficulty paying your invoice by the due date. You may be eligible for payment arrangements or a deferred payment plan. The Disconnect Recovery charge will be assessed on your account if you do not pay the past due amount before the date your service is subject to disconnection as stated on your disconnection notice, regardless of an extension on your account for any reason, including your eligibility for payment arrangements or a deferred payment plan.

If you fail to timely pay the amounts due and we refer your outstanding balance to an attorney or collection agent for collection, or file a lawsuit, or collect your outstanding balance through bankruptcy or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney fees) that we incur in the collection process.

Deposits

This contract is conditioned upon you demonstrating to us your creditworthiness and is subject to the ongoing review and approval of your creditworthiness during the contract term.

You will be required to provide an initial deposit if you cannot demonstrate or maintain satisfactory credit, or an additional deposit if you cannot maintain such credit, each as determined by Reliant. If you transfer your service with us to a new address, your existing deposit may be transferred to your new address. The maximum amount of the deposit will not exceed an amount equal to

RELIANT TERMS OF SERVICE

the greater of either (1) the sum of the next two months estimated billings or (2) one-fifth (1/5th) of your estimated or actual annual billing.

We will accrue interest on deposits retained for longer than 30 calendar days. The interest rate is established annually by the PUC. The interest shall accrue from the date the deposit is received. Any accrued interest on your deposit will be credited to your account on the January Invoice of each year. This PUC rule can be viewed at <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.478/25.478.pdf>.

If you subsequently establish satisfactory credit with Reliant by making timely payments for 24 consecutive months, then we will apply the amount of the deposit plus accrued interest to your account. If you do not maintain satisfactory credit during the Term, the deposit plus accrued interest will be applied against the outstanding balance amount at the time of your final Invoice. Any remaining balance will be invoiced and shall be due upon receipt. We will refund any credit balance directly to you or transfer the credit balance to your new REP, at your request and with the consent of Reliant and your new REP.

Right of Rescission

If you are switching to Reliant from another REP, you can cancel your acceptance of the contract without penalty or fee by calling 1-866-660-4900, e-mailing to service@reliant.com, or faxing to 1-888-773-9647 before midnight of the third federal business day after the date of your enrollment authorization and receipt of the contract documents. Please include the following:

- 1) request to cancel the contract
- 2) name, address, phone number
- 3) Account Number or ESI ID number.

Canceling Your Contract

Your contract term is stated in the Offer Agreement and the EFL. At the end of your contract term, you may cancel or terminate your contract by switching to a new provider. If you cancel the contract before the end of your contract term, you agree to pay the penalty or fee for early cancellation indicated in the EFL, if any, and you must select another REP to continue to receive electric service. You may continue to receive a monthly invoice for any Third Party Services that are included on your invoice until the Third Party Services are cancelled or terminated. You will not continue to receive an invoice if the Third Party Services are scheduled to cancel automatically when your electric service contract with us is cancelled or terminated.

If you move from your existing premise during the contract term and provide a forwarding address to us, you will not be responsible for the cancellation fee stated in the EFL. We may also request that you provide reasonable evidence that you no longer occupy the location covered by the contract. In order to ensure timely processing, you should notify us at least 3 business days before the requested termination date.

Our obligations will end after the meter read date where we are no longer designated as your REP or when your electric service is disconnected by the TDSP. Your obligations under the contract will end when your account balance is paid in full.

Disconnection of Your Electric Service

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

We may request disconnection of your electric service without prior notice immediately under specific situations, including the existence of a dangerous condition at your service address or theft of service.

Customer Care, Billing and Payment Options

If you have questions, concerns, billing inquiries, or are interested in other services, please (1) call 1-866-660-4900, (2) fax to 1-888-773-9647, (3) email to service@reliant.com, (4) mail to Reliant,

P.O. Box 3765, Houston, Texas 77253-3765, or (5) log on to reliant.com/business.

Balanced Billing: For customers currently enrolled on Balanced Billing, this option gives you the convenience of a stable bill amount so that you can plan your monthly budget. First, we review your usage history from the previous year for the same time period. We then apply your price to this usage. These expected bills will be averaged to establish your balanced bill amount.

Your monthly bills will show both your actual usage and actual bill amounts, but you pay only the balanced bill amount. The cumulative difference between your balanced bill payments and your actual cost will be reflected each month.

After six months under this option, we will review your account to determine if this balanced bill amount is still appropriate. If this review determines that your actual bills were more than 10% over or under your original average, we will adjust your future balanced bill amount to better reflect your current usage.

At the end of 12 months, any difference between your payments and your actual charges will be included in the calculation of your monthly balanced bill amount for the next year or you may pay the difference in full or the difference will be credited to your account if the contract is canceled or terminated. If your electric service is disconnected any credit or unpaid balance will appear on your final bill. The Balanced Billing option does not affect your obligation to pay for all actual usage.

If your participation in Balanced Billing is canceled or terminated for any reason or your electric service is disconnected, you will not be eligible to re-enroll on Balanced Billing, however, you may choose the new Average Billing option.

Average Billing: Average Billing option helps you manage your electricity budget by allowing you to pay an averaged amount every month.

To calculate the amount that you will pay each month, we add your current invoice amount to your previous 11 invoice amounts for your service address, if available. We then take the total and divide the amount by 12 or by the total months available for your service address. If you do not have previous bills in your name at the service address or if you do not have 11 monthly bills at the service address, we take the previous usage that is available for the service address and apply your current price to calculate your average monthly payment amount. Finally, we add or subtract 1/12th of any Deferred Balance that you have accumulated. The Deferred Balance is any difference between your average monthly payment amount and your actual invoice amounts or if you are a former Balanced Billing customer, the Deferred Balance can be found on your Reliant monthly invoice.

In the event the contract is canceled or terminated or your electric service is disconnected, the Average Billing option does not affect your obligation to pay for all actual usage.

Automatic Bank Draft: You may pay your monthly invoice through an automatic bank draft by completing our Bank Draft Authorization Form, which is available upon request.

Power Outages and Emergencies

Please call the telephone number listed on your invoice if you have an electrical emergency or a power outage.

Dispute or Complaints

If you have any questions, concerns, or complaints, please contact us. In the unlikely event we cannot immediately respond to your question or complaint, we will promptly investigate the matter and report our findings to you. During this time, you will not be

RELIANT TERMS OF SERVICE

required to pay the disputed portion of your invoice. If for any reason you are not satisfied with our response, you may contact the PUC.

Antidiscrimination

We cannot deny service or require a prepayment or deposit for service based on your race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

Confidentiality

The terms of the contract may not be disclosed to a third party (other than either party's and its affiliates' employees, lenders, counsel, consultants, or accountants who have agreed to keep such terms confidential), except in order to comply with the Law.

Limitations of Liability

YOU AGREE THAT CAUSES AND EVENTS BEYOND OUR CONTROL, INCLUDING ACTS OF GOD, ACTS OF ANY GOVERNMENTAL AUTHORITY, ACCIDENTS, STRIKES, LABOR TROUBLE, AND EVENTS OF FORCE MAJEURE OCCURRING WITH RESPECT TO THE TDSP, ERCOT, OR OTHER THIRD PARTY SYSTEMS OR ASSETS (A FORCE MAJEURE EVENT), MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU ALSO AGREE THAT WE ARE NOT RESPONSIBLE FOR GENERATING YOUR ELECTRICITY OR FOR TRANSMITTING AND DISTRIBUTING ELECTRICITY TO YOUR SERVICE ADDRESS. FURTHERMORE, YOU AGREE THAT WE WILL NOT BE LIABLE WITH RESPECT TO ANY THIRD PARTY SERVICES; THAT OUR LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US ARE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. YOU WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES RESULT FROM NEGLIGENCE, WHETHER SOLE, JOINT, CONCURRENT, OR ACTIVE OR PASSIVE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THE CONTRACT.

REPRESENTATIONS AND WARRANTIES

As a customer under this contract, you represent that (i) you are a commercial user of electricity and intends to use the electricity at its Service Address(es), (ii) you have experience in business matters that enable you to enter into and perform under the contract, and (iii) you will not resell any of the electricity purchased from Reliant.

WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THE CONTRACT, AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, CONFORMITY TO MODELS OR SAMPLES AND FITNESS FOR A PARTICULAR PURPOSE.

Taxes

You will be responsible and indemnify us for any and all Taxes. "Taxes" means all federal, state and local taxes, fees, governmental charges, and assessments presently or hereafter imposed on you as purchaser of electricity, on us as seller of electricity, or on electricity sales transactions, including gross receipts taxes, municipal administrative fees, and generation, utility, TDSP, regulatory, BTU or electricity taxes and assessments. Sales tax exemptions will be recognized only upon timely receipt of certificates of exemption or other satisfactory evidence of exemption as Reliant reasonably requests. We cannot recognize any sales tax exemption until proper documentation is provided. Any lawful sales tax exemption will only be recognized on a prospective basis from the date the proper documentation has been provided to us. In the event you are due a sales tax refund due to Reliant's failure to timely recognize valid exemption documentation that has been submitted, you agree and consent to have the overpaid sales tax credited by

Reliant to your account(s). You have the responsibility to petition the taxing authority for all other sales tax refunds.

Provisions that Survive

Obligations regarding indemnity, payment of Taxes, limitations of liability, and waivers will survive the termination of the contract indefinitely.

Unenforceability

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

Governing Law

YOUR CONTRACT WITH RELIANT IS GOVERNED BY, CONSTRUED, ENFORCED, AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS). THE TEXAS UNIFORM COMMERCIAL CODE APPLIES TO THE CONTRACT AND ELECTRICITY IS DEEMED A "GOOD". The Uniform Commercial Code can be viewed at the following website: <http://www.statutes.legis.state.tx.us/?link=BC>.

Assignment

You may not assign the contract, in whole or in part, or any of your rights or obligations under the contract without our prior written consent. Reliant may, without your consent, (i) as part of any financing or other financial arrangements, assign, sell or pledge this agreement or its accounts, revenues, or proceeds, or (ii) assign this agreement to an affiliate of Reliant or to any other person or entity succeeding to all or a substantial portion of the assets of Reliant.

Waiver

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

SUPPLEMENTAL AGREEMENT TERMS FOR CUSTOMERS WITH A PEAK DEMAND EQUAL TO OR GREATER THAN 50 kW

During the contract term, if your annual peak demand at any time during the preceding 12-month period equals or is greater than 50 kW or 50 kVA, then to the extent allowed by Law, you acknowledge and agree that the customer protection rights are set forth in the contract and that the Customer Protection Rules (PUC Substantive Rules §25.471, et seq.) do not apply and this section of the contract will govern any conflict between it and the Customer Protection Rules. The rules may be found in Subsection R at the following website:

<http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>

RELIANT TERMS OF SERVICE**PRODUCT TYPE SECTION**

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

Fixed Rate Products (Term)**Changes to Contract Provisions**

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

Your price during the contract term is only subject to change to reflect changes in the TDSP charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to load or changes resulting from federal, state or local laws that impose new or modified fees or costs on REPs, including Reliant, that are beyond the control of REPs.

Contract Expiration Notice

A contract expiration notice will be sent to you at least 14 days before the end of your initial contract term specified in your EFL. If you do not take action to ensure that you continue to receive service upon the expiration of your contract you will continue to be served by us automatically under a default renewal product on a monthly basis after the end of your initial contract term, until you switch to another provider, select another Reliant electric service plan, or we terminate or disconnect your electric service.

Indexed Products**Indexed Products (Term)****Changes to Contract Provisions**

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

Your price during the contract term will vary as set forth in your EFL and may also change to reflect changes in the TDSP charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to load or changes resulting from federal, state or local laws that impose new or modified fees or costs on REPs, including Reliant, that are beyond the control of REPs.

Contract Expiration Notice

A contract expiration notice will be sent to you at least 14 days before the end of your initial contract term specified in your EFL. If you do not take action to ensure that you continue to receive service upon the expiration of your contract you will continue to be served by us automatically under a default renewal product on a monthly basis after the end of your initial contract term, until you switch to another provider, select another Reliant electric

service plan, or we terminate or disconnect your electric service.

Indexed Products (Month to Month)**Changes to Contract Provisions**

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

Your price will vary as set forth in your EFL and may also change to reflect changes in the TDSP charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to load or changes resulting from federal, state or local laws that impose new or modified fees or costs on REPs, including Reliant, that are beyond the control of REPs.

Variable Price Products**Variable Products (Term)****Changes to Contract Provisions**

Your price during the contract term will vary as set forth in your EFL. We can make changes to the provisions of the contract at any time during the contract term with appropriate notice except for changes to the pricing method set forth in your EFL or the length of your contract term. We will notify you of any material change to the contract in writing at least 14 days before any change to the contract will be applied to your invoice or take effect. If you do not cancel the contract before the effective date of the change, the change will become effective on the date stated in the notice. Notice is not required for a change that is beneficial to you.

Contract Expiration Notice

A contract expiration notice will be sent to you at least 14 days before the end of your initial contract term specified in your EFL. If you do not take action to ensure that you continue to receive service upon the expiration of your contract you will continue to be served by us automatically under a default renewal product on a monthly basis after the end of your initial contract term, until you switch to another provider, select another Reliant electric service plan, or we terminate or disconnect your electric service.

Variable Price Products (Month to Month)**Changes to Contract Provisions**

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

Your price will vary as set forth in your EFL.