INFUSE ENERGY TERMS OF SERVICE

All Residential and Small Commercial Electricity Plans

Before we hand this over to the lawyers, we would like to thank you for allowing us to earn your business. We are super excited to serve your energy needs and will work hard to demonstrate that you chose well. This document is chock full of important information about our agreement and we encourage you to read through it (it makes a good sleeping aid as well). If you have any questions or just want to say "hi", send us a note at care@infuseenergy.com or call us at (844) 463-8732, which also happens to be 844-INFUSE2. We'd love to hear from you! OK, lawyers, take it away…

This **TERMS OF SERVICE** document, together with Infuse Energy's "Electricity Facts Label" ("EFL") and "Your Rights as a Customer" (together considered to be the "Agreement"), as they may be amended from time to time, is entered into and made by and between you and Infuse Energy ("Infuse"). (Additionally, if a voice log/phone call, "letter of authorization" or web enrollment form was completed as part of your enrollment, those are also considered part of your Agreement with Infuse.) This Agreement shall be effective on the date that this Agreement is fully completed by Customer and agreed to by both Infuse and Customer. Infuse and you may be individually referred to as "Party" or collectively as "Parties". The words "we," "us," and "our" also refer to Infuse, and the words "you", "your" and "Customer" refer to you, the Customer. By accepting electric service from Infuse, you will be bound by the Terms of Service. Your product may be either a fixed rate product or a variable price product as described in your EFL.

Contact Information for Infuse Energy:

Infuse Energy
2020 Southwest Fwy Suite 325, Houston, TX 77098

Infuse Customer Care for Matters other than Outages:
Hours: 8:30am to 5:30pm Central Time, M-F
Local Telephone: (832) 807-2600
Toll Free Telephone: (844) 463-8732 (844-INFUSE2)
Toll Free Facsimile: (346) 395-4345

Website: www.infuseenergy.com
Email: care@infuseenergy.com

24-Hr Service Outage Reporting and TDU Load Shedding Procedures:

TDU	24-Hr Outage Reporting	Service Requests
AEP Texas North AEP Texas Central	(866) 223-8508	(877) 373-4858
CenterPoint Energy	(800) 332-7143 (713) 207-2222	(800) 332-7143 (713) 207-2222
Oncor Electric Delivery	(888) 313-4747	(888) 313-6862
Texas-New Mexico Power	(888) 866-7456	(888) 866-7456
Load Shedding Information: www.infuseenergy.com/contact/		

Spanish Language (Idioma Español): Your contract documents are available in Spanish by contacting us at (844) 463-8732 or visit www.infuseenergy.com. Usted puede obtener los documentos de su contrato comunicándose con nosotros al (844) 463-8732 o www.infuseenergy.com.

Basic Information/Eligibility: Infuse is certified by the Public Utility Commission of Texas ("PUCT") as a Retail Electric Provider ("REP") in Texas. Our PUCT certificate number is 10299. While Infuse sets the price you pay for electricity, the PUCT regulates the rate you pay for delivery of the electricity. Delivery of the electricity is provided by your local Transmission and Distribution Utility ("TDU") which includes transmission, distribution, metering, and maintenance.

For residential customers, please be advised that Infuse cannot use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service for a product with a contract term of 12 months or fewer. Infuse does not deny electric service based on credit history or credit score, nor is eligibility for the price quoted determined by credit history or credit score. Infuse retains the right to refuse to provide, or otherwise discontinue, electric service to any applicant or customer, if Infuse deems, in its sole discretion, that the applicant or customer has engaged in, or is engaging in, any fraudulent or deceptive activity in relation to such applicant's, or customer's, electric service with Infuse. Such fraudulent or deceptive activity shall include, but not be limited to the following: any perceived fraudulent activity, such as identity theft, credit card fraud, and/or theft of service; participation in suspected illegal activities; and/or accessing or using electric service without proper authorization. Infuse reserves the right under such circumstances, to take any action deemed necessary, including, but not limited to, account termination and/or reporting all relevant findings to the appropriate authorities. In certain instances, Infuse may refuse service to anyone, as more fully described herein under the "Deposits/Credit Requirements" section. Please be advised that this Terms of Service is for residential and small commercial (less than 50 kW) customers only. If you receive service under this Agreement and are not a residential or small commercial customer, you will be charged the applicable month to month rate and sent the appropriate "Commercial Terms of Service" which will become effective upon your Commencement Date.

Customer Information: By entering into this Agreement, you agree that your TDU may release to us certain information that we need to provide you with service, including, but not limited to, your address, phone number, account numbers and historical usage information.

Purchase and Sale: Infuse shall sell, and you shall purchase and receive, electricity for your point of delivery which is identified by an Electric Reliability Council of Texas ("ERCOT")-assigned individual Electric Service Identifier ("ESI ID") number. The electricity will be delivered to your ESI ID meter whereupon you shall be deemed to have full possession and control of such electricity. You understand and agree that by accepting electric service from Infuse, you will be bound by all of the provisions contained in this Agreement and that you will pay for all electricity provided to you by Infuse under the terms and conditions of this Agreement.

Pricing: The EFL sets forth in detail the pricing and term for electric service covered by this Agreement for the applicable Residential or Small Commercial electricity service plan ("Plan"). Please note that residential meters (as determined by the relevant TDU) may only be served by residential electricity plans and commercial meters (as determined by the relevant TDU) may only be served by commercial electricity plans. The minimum term of electricity service from Infuse is one billing cycle except as otherwise set forth below. Infuse's Plans, other than the variable rate plans, are "fixed rate products" and Infuse will not change the "Commodity" components of its pricing during the Term of a Plan due to changes in market conditions such as a change in the cost of natural gas or changes in costs to purchase electricity, however, Infuse reserves the right to pass along to you any new or altered charges due to a change in law, regulation, or government-approved charges (such as any TDU delivery charges approved

by the PUCT, all as set forth in more detail below in the "Change in Terms and Conditions" section). Additionally, the prices shown by Infuse do not include any potential changes in TDU rates, applicable taxes, fees or surcharges imposed by ERCOT (including the ERCOT Securitization Debt Fee), the PUCT and/or any government entity which will be passed through to the Customer at Infuse's costs.

For small commercial customers, Infuse does not charge a demand charge other than the pass-through of any applicable demand charges imposed by such customer's TDU. The TDU demand charges will depend on your usage patterns and are not known by Infuse. Infuse has the right to also charge a Zero Usage Fee (as set forth in the section titled "Possible Nonrecurring Fees" in this document) per meter per billing cycle for those meters that are identified as, or that commonly register, zero usage. The type of meter that typically registers zero usage includes, but is not limited to, water pumps, guard lights, and similarly situated meters. The fee will not be assessed if any usage is reported to Infuse by your TDU for a given billing cycle.

Also, please note that the prices shown on the EFL do not include any taxes, non-recurring fees charged by the TDU serving the ESI ID(s) covered by this Agreement, or other Infuse non-recurring service fees identified in this Agreement. If non-recurring fees are charged, they will be listed separately on your bill. Non-recurring TDU fees will be based on the TDU's PUCT-approved tariff for retail delivery service and may change during the Term if the PUCT approves changes in such fees. In the event that you enroll with Infuse for electric service for an address and/or ESI ID for which you are not authorized to commence service, Infuse shall have the option to assess you an Unauthorized Enrollment Fee (as set forth in the section titled "Possible Nonrecurring Fees" in this document) which shall be in addition to any fees or charges which may be assessed by the applicable TDU to rectify such unauthorized enrollment and which shall be passed through to you. TDU fees also may include, but are not limited to, a move-in fee, a new service initiation fee, connection fee, fee for any meter reading performed outside the normal cycle, disconnection fee, and/or re-connection fee.

For same-day priority move-in requests, Infuse will charge a Same-Day Priority Move-in Fee as set forth in the section titled "Possible Nonrecurring Fees" in this document. If after enrolling you request Infuse to change the date on which you will commence receiving service, Infuse has the right to charge a Changed Start Date Fee as set forth in the section titled "Possible Nonrecurring Fees" in this document for each date change. In addition, Infuse will charge a fee for each payment transaction that is not processed due to insufficient funds, as set forth below in the "Billing & Payment" section. Lastly, Infuse also has the right to charge disconnection and reconnection fees, as set forth below in the "Possible Nonrecurring Fees" section.

Possible Nonrecurring Fees: Below are fees you may be charged by Infuse. Other TDU charged non-recurring fees will be passed through if applicable, as described in the "Pricing" section. Note that fee amounts vary as set by your TDU.

- Changed Start Date/Move-Out Date Fee: $10.00 per each date change.
- Credit Card Chargeback: $75.00 per chargeback.
- Declined/Returned Payment Fee: $35.00 for any declined or returned payment, for any reason, including but not limited to insufficient funds by any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card.
- Disconnection Fee**:** $50.00 if you are disconnected, or a disconnection is ordered by Infuse, for non-payment.
- Disconnection Notice Fee: $10.00 for processing and sending the disconnection notice through the U.S. Postal system.
- Early Termination Fee: As listed in your EFL for your applicable Plan.
- Late Payment Charge: 5% of the overdue amount.
- Manual Processing Fee: $75.00 for any manual or special payment and/or billing processing as a result of Customer's action or inaction.
- Non-Autopay Fee: $5.00 for payments taken by means other than "Autopay" (automatic payment via a bank account debit or credit card charge).
- Reconnection Fee: $35.00 to have your service restored or for Infuse to cancel a disconnection order.
- Same-Day Priority Move-In Fee: $35.00 in addition to any fees charged by the applicable TDU.
- Surcharge for Commercial, Corporate or Business-Related Credit Cards: For commercial, corporate or business-related credit cards (howsoever defined or described), a non-refundable surcharge of 2.5% may be added to each credit card payment transaction.
- Unauthorized Enrollment Fee: $50.00, which is in addition to any fees or charges which may be assessed: a) for any energy used; b) by the applicable TDU; and c) to rectify such unauthorized enrollment.
- Zero Usage Fee: $5.00 per billing cycle per meter.

Enrollment Discounts & Referral Bonuses: Infuse may periodically offer customer enrollment discounts and/or referral bonuses. The terms of such programs shall be as stated on Infuse's website and/or in any other promotional material.

Term: The term of service ("Term") of this Agreement shall commence on your initial Infuse meter read date as set by your TDU or as determined by you and effectuated by your TDU ("Commencement Date"). The Term for your Plan is listed on the EFL unless terminated earlier in accordance with the "Early Termination" section below. Infuse is not liable for any resulting delay in the commencement of Infuse's service to you nor is it able to specify a specific date for the commencement of such service.

Expiration:

- Fixed Rate Plans: Infuse will send you at least three written expiration notices detailing the date your fixed rate product will expire. These notices will be provided during the last third of your contract period and will be reasonably and evenly distributed so you have time to review your options. Note that for contracts with a period of 12 months or longer, the first expiration notice may be provided up to three months prior to your contract end date. The final expiration notice will also include the EFL for the default month-to-month product that will apply if you do not select a new plan before your current term ends. This EFL will detail the pricing and terms for the default renewal product, which will have a variable price that can change from month to month. No Early Termination Fee shall apply 14 or fewer days prior to the date stated as the expiration date in the notices. If this Agreement is not terminated as specified below in the "Early Termination" or "Termination" sections, upon expiration of the applicable Term, this Agreement will automatically renew for successive monthly terms pursuant to a default renewal product on a monthly basis after the end of your initial contract term until you switch to another provider, select another Infuse electric service plan, or Infuse terminates or disconnects your electric service.
- Month-to-Month/Variable Price Plans: After the first billing cycle, the price may vary without advance notice by Infuse in its sole discretion. Before the first billing cycle, the price can change without advance notice only to reflect actual changes in TDU charges; changes to the ERCOT or 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 Infuse that are beyond Infuse's control.

TDUs/Usage: All electricity delivered hereunder ("Usage") shall be measured by the applicable TDU at the applicable TDU's meter(s). Actual Usage shall be the primary method of calculating your charges for each billing cycle, however, Infuse may also use estimated Usage as set forth in more detail below in the "Billing & Payment" section.

Repair Services: Infuse shall have the right to bill you for all actual costs billed to Infuse by the TDU for the performance of any repair services.

Change in Terms and Conditions: Infuse may propose a change to the terms and conditions of this Agreement other than price by providing you with at least fourteen (14) days advance written notice to your billing or email address, either in your bill or in a separate mailing. Upon receiving any such notice, you will have the right to terminate this Agreement by choosing another REP and no termination penalty shall apply for 14 days from the date that the notice is sent to you but may apply if action is taken after the 14 days have expired. If you do not choose another Plan or REP before the effective date of the change, you will be deemed to have accepted the change and Infuse will continue to serve you under the modified terms.

Notice is not required for changes that benefit you or that are mandated by a regulatory agency. If there is a change in: law, administrative regulation, rule, ERCOT protocol/design/structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes Infuse to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, Infuse shall be permitted to pass through the economic effects to you. Any pricing change made in these limited circumstances may be made without prior notice to you and without your having the right to cancel without penalty. Please note that if you receive electricity service from Infuse under a Monthly Plan, this is a variable price product and a change in price is not deemed a change for purposes of this Agreement.

Right of Rescission: If you are switching your electric service to Infuse from another REP, you may withdraw your acceptance of this Agreement without penalty or fee by contacting Infuse by telephone toll-free at (844) 463-8732, by fax at (346) 395-4345, or by care@infuseenergy.com within three federal business days after the date of your authorization and receipt of the Agreement. You will need to provide the following information: name, address, phone number and ESI ID number(s) for the relevant Service Address(es). If you do not know your ESI ID, Infuse will attempt to determine the ESI ID over the phone. Note that the right of rescission is not applicable to an applicant requesting a move-in.

Early Termination: You may terminate this Agreement prior to the end of the Term of any Plan with respect to any of the individual ESI IDs covered by this Agreement without penalty if: (i) you move to another location so long as you provide advance written notice, evidence that you are moving no more than 90 days after the move-out date and a forwarding address (in the case of a move, this Agreement will only be terminated with respect to the applicable ESI ID(s) and this Agreement will continue in effect for any and all other covered ESI ID(s)), or (ii) Infuse notifies you of a change in the terms and conditions of this Agreement that is not the result of a Regulatory Event (as described above in the "Change in Terms and Conditions" section).

However, if you terminate this Agreement with Infuse for any covered ESI ID(s) prior to the end of the Term or any renewal Term of any Plan by switching to another REP, Plan or otherwise for any reason other than those listed in the immediately preceding paragraph, or if Infuse terminates this Agreement because your electric service has been disconnected for failure to pay, you may be responsible for paying a penalty known as an "Early Termination Fee" for each terminated ESI ID, depending on your Plan, as set forth in the applicable EFL. In addition, the TDU serving the ESI ID(s) may charge for a special meter reading if you request a termination date that falls on any date other than a normal meter reading date for that ESI ID, which will be passed through to you at Infuse's cost. Furthermore, please note that despite the cessation of service, your obligations under this Agreement will only end when your account balance is paid in full.

Termination: After the Term of your Plan has expired, we will continue to supply you with electricity on a monthly basis until you cancel by switching to another REP, select another Infuse Plan, or we terminate or disconnect your electric service. Our obligations will end after the meter read date after which we are no longer designated as your REP or when your electric service is disconnected by the TDU; however, your obligations under the Terms of Service will only end when your account balance is paid in full.

Taxes: You agree to be responsible for, pay, and indemnify Infuse for all Taxes hereunder, whether imposed on you or Infuse. Infuse may collect such Taxes from you by increasing billing charges for the amount of such Taxes. You agree to provide all requested exemption certificates and information and until provided, Infuse will not recognize any exemption. "Taxes", as used herein, shall include, but not be limited to, all ad valorem, property, occupation, utility, gross receipts, sales, use, franchise, assessment fees, excise and other taxes, governmental charges, emission allowance costs, licenses, permits and assessments, other than taxes based on net income or net worth.

Billing & Payment: Infuse will bill you each "billing cycle", defined as a period bounded by a beginning meter read date and an ending meter read date as determined by the TDU. The billing period for your first billing cycle will be bound by your Commencement Date and the next scheduled TDU meter read date, and the billing period for your last billing cycle will be bound by the scheduled TDU meter read date immediately prior to the date your electricity service is terminated and the date your electricity service is terminated. Infuse will issue its bills no later than thirty (30) days after obtaining Usage and other billing information from the TDU, unless validation of such information delays billing beyond thirty (30) days. Infuse may bill you based on estimated Usage and associated charges if the TDU does not provide your meter readings and/or other billing information on a timely basis. In such an event, Infuse will identify Usage and/or charges as "estimated" on your bill. Infuse will make appropriate adjustments upon receipt of actual Usage. Infuse may adjust bills for any Usage measurement errors in accordance with TDU rules. You will be billed for all of the electricity you consume, or are estimated to consume, during your billing period at the rate that is in effect on the date your meter is read at the end of each billing period. Bills may be issued less frequently or may be sent electronically if you and Infuse agree to such an arrangement. Your bill will also include all applicable Taxes and other charges allowed pursuant to this Agreement.

Your bill is due upon receipt and payment will be considered delinquent if it is not received by Infuse on the close of business on the sixteenth (16) day after the issuance date stated on the bill (if the 16th day falls on a holiday or weekend, then the due date shall be the next business day after the 16th day).

Infuse will be entitled to charge a Late Payment Charge (as set forth in the section titled "Possible Nonrecurring Fees" in this document) as well as interest to the extent permitted by Law. "Law", as used in this Agreement, means any law, statute, regulation, rule, PUCT Rule, ERCOT Protocol, exchange rule, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction, including the PUCT or ERCOT. Infuse will also charge a Returned Payment Fee (as set forth in the "Possible Non-Recurring Fees" section of this

document) for each payment transaction that is returned for any reason or not processed due to insufficient funds or, in the case of payment by credit card, a denied charge. You shall be responsible for any and all collection costs incurred by Infuse.

If you have a good faith dispute regarding any bill, you agree to pay the undisputed amount of any bill by the applicable due date and notify Infuse in writing as to the details of the disputed amount. The Parties will attempt to expeditiously resolve the dispute. Notice of any dispute must be provided not more than twelve (12) months from the date that such bill is delivered to you. Furthermore, failure to pay the undisputed portion of your bill or any disputed portion if it is determined that such amount is legitimately owed to Infuse may result in the disconnection of your electric service and termination of this Agreement after Infuse provides proper notice. Finally, if you do not pay the amounts owed or do not make acceptable payment arrangements, you agree to allow Infuse to collect such amounts owed using any legal means necessary, including allowing Infuse to charge any bank account(s) and/or credit card(s) on file with Infuse, and you will be responsible for paying for any costs associated with collections by any means deemed appropriate by Infuse such as consumer reporting agencies, debt collection agencies, small claims court, or other legal remedies allowed by Law to collect the amount owed and, to the extent allowed by Law, collection fees, attorney's fees, court costs, and interest.

Levelized Payment Plans: Infuse has available a levelized/average payment program for customers who are not currently delinquent in payment to Infuse. If you meet this prerequisite, upon request, you will be provided with a levelized monthly payment amount based on your Plan's pricing, your usage history and, if necessary, the month(s) remaining in your Plan. Infuse will reconcile the cumulative actual amounts of bills accrued compared to the cumulative levelized payment amounts periodically, but no more frequently than each billing period, and no less than every twelve (12) month period. Infuse may recalculate your average consumption or average bill and adjust your required minimum payment as frequently as every billing period. Infuse may collect under-payments associated with a levelized payment plan over a period no less than the reconciliation period or upon termination of service. Infuse will credit or refund any over-payments associated with a levelized payment plan at each reconciliation and upon termination of service. Infuse may initiate its normal collection activity if you fail to make a timely payment according to the levelized payment plan.

If you are delinquent in payment when the levelized payment plan is established, prior to establishing the levelized payment plan Infuse may require you to pay no greater than 50% of the delinquent amount due with the remaining delinquent amount to be paid in equal installments over at least five billing cycles unless you agree to fewer installments or may include the remaining delinquent amount in the calculation of the level or average payment amount. If Infuse requires installment payments, Infuse will provide you with a copy of the levelized payment plan in writing. In addition, if you are delinquent in payment when the levelized payment plan is established, Infuse has the right to apply a switch-hold at that time. In addition, if you enter into a levelized payment plan concerning a past due amount, Infuse has the right upon notice to put a switch-hold on your account. A switch-hold means that you will not be able to buy electricity from other companies until you pay the total deferred balance. If Infuse puts a switch-hold on your account, it will be removed after your deferred balance is paid and processed. While a switch-hold applies, if you are disconnected for not paying, you will need to pay Infuse the outstanding balance in order to get your electricity turned back on.

Lastly, if at any time while a levelized payment plan is in effect you are delinquent in payments to Infuse (other than validly disputed amounts or while payment arrangements or any other deferred payment plans are in effect), the levelized payment plan will immediately terminate. At that point, you will be required to make regular payments for service and any accumulated amounts owed to Infuse (or owed to you, as the case may be) will be reflected in your next bill.

Payment Methods: If you are on a Plan that allows you to pay by a method other than Autopay, the available methods to pay Inufse are through 1) checks or money orders sent directly to Inufse Energy (Inufse Energy LLC, 2020 Southwest Fwy Suite 325, Houston, TX 77098) or 2) automatic payments by: a) direct debit from a valid bank account; or b) through a valid credit or debit card. If a Disconnection Notice is issued due to failure to pay caused by insufficient funds or denied authorizations/charges, Inufse may require you to pay any outstanding and/or subsequent amounts owed with a Cashier's Check or Money Order. If you have chosen Autopay either during the enrollment process or by changing your preferences at a later date, you hereby authorize Inufse to either debit your bank account or charge your credit/debit card, as the case may be, for any outstanding amounts billed by Inufse on the applicable due dates, as well as charges or credits for adjustments, as necessary, for any errors. Also, for commercial, corporate, or business-related credit cards (howsoever defined or described), a Surcharge for Commercial, Corporate or Business-Related Credit Cards (as set forth in the section titled "Possible Nonrecurring Fees" in this document) may be added to each credit card payment transaction.

If your AutoPay method is a bank checking or savings account, you acknowledge and agree that your AutoPay payment may be scheduled at least one (1) federal business day prior to the stated bill due date to ensure timely processing through the banking system. The actual withdrawal may post on or after the due date depending on your financial institution's processing timelines, but the debit authorization will be initiated in advance.

Notwithstanding the direct debit or credit card charge, you will also receive details in your bill from Inufse showing how much was paid for the previous billing cycle. You are required to notify and provide Inufse with new bank account or credit card information should your designated method of payment expire or otherwise become obsolete or unusable. If Inufse processes a payment transaction which is returned for any reason or denied due to insufficient funds or, in the case of payment by credit card, is a denied charge, in addition to charging you a Returned Payment Fee (as set forth in the section titled "Possible Nonrecurring Fees" in this document), such denial shall constitute a failure to pay by you and may result in the disconnection of your electric service and termination of this Agreement after Inufse provides proper notice. Furthermore, this fee is in addition to any fees that your bank or credit card company may charge.

Deferred Payment Plan: If you are a residential customer and are unable to pay your bill, you may qualify for a deferred payment plan upon request, unless you: (i) have been disconnected during the preceding 12 months, (ii) have submitted more than two payments during the preceding 12 months that were returned due to insufficient funds available or for any other reason not caused by Infuse, or (iii) have received service from Infuse for less than three months, and you lack: (a) sufficient credit, or (b) a satisfactory history of payment for electric service from a previous REP or utility. In addition, the following residential customers are eligible for a deferred payment plan: Critical Care Residential Customers and Chronic Condition Residential Customers. Infuse will also offer a deferred payment plan: (i) to a customer who has been underbilled by $50 or more, (ii) upon request to any customer who is unable to pay their bill during an extreme weather emergency, and (iii) as directed by the PUCT during a state of disaster declared by the Governor to requesting customers in the area covered by the declaration.

A deferred payment plan may be requested in person or by telephone, but all deferred payment plans shall be confirmed in writing by Infuse. If you qualify to receive a deferred payment plan, you will have the option to enter into: (i) a deferred payment plan with the initial payment amount no greater than 50% of the amount due and with the deferred amount to be paid in equal installments over at least five billing cycles unless you agree to fewer installments, or (ii) a level or average payment plan as further described in the "Levelized Payment Plans" section above. A deferred payment plan may include a 5% penalty for late payment. If you enter into a deferred payment plan concerning a past due amount, upon notice Infuse shall have the right to put a switch-hold on your account. A switch-hold means that you will not be able to buy electricity from other companies until you pay the total deferred balance. If Infuse puts a switch-hold on your account, it will be removed after your deferred balance is paid and processed. While a switch-hold applies, if you are disconnected for not paying, you will need to pay Infuse the outstanding balance in order to get your electricity turned back on. Lastly, if the terms of the deferred payment plan are not fulfilled, your electric service may be disconnected and your agreement with Infuse terminated by Infuse after proper notice has been given.

Bill Payment Assistance: An energy assistance program may be available to Infuse's residential customers who have severe financial hardship and temporarily may be unable to pay their bills. The program is funded by voluntary contributions from Infuse customers and is subject to the availability of funds. In addition, residential customers may qualify for energy assistance from the Texas Department of Housing and Community Affairs ("TDHCA"). In this regard, please contact TDHCA's energy assistance section Monday through Friday between 8 a.m. and 5 p.m., toll free at (877) 399-8939 for information on how to apply for assistance.

Critical Care: If you are a customer for whom electric service is considered crucial for the protection or maintenance of public safety or if an interruption or suspension of electric service will create a dangerous or life-threatening condition, upon your request, we will provide you with a standardized Critical Care Eligibility Determination Form, which you must complete and return to Infuse who will then forward the completed form to your TDU. The TDU (and in certain cases, together with Infuse) determines whether you are eligible for this designation.

If approved, the designation is valid for one year from the date qualification is granted. You must complete a Critical Care Eligibility Determination Form annually in order to continue as a critical care customer. Qualification as a critical care customer does not relieve you of the obligation to pay Infuse or the TDU for services rendered.

Deposits/Credit Requirements: Infuse will determine eligibility and whether a cash deposit ("Deposit") is required. If you are a residential customer, you will be deemed to have satisfactory credit and will not be required to pay a Deposit if: (i) you can provide a letter of credit from your current and/or previous REP(s) confirming you are not delinquent in payment and have not been late in paying your bill more than once during the last 12 consecutive months of service, or (ii) you are deemed to have a satisfactory credit rating through a consumer reporting agency, or (iii) you are at least 65 years of age and you do not have a current delinquent balance with your current REP or Infuse, as the case may be, or (iv) you have been determined to be a "victim of family violence" by a family violence center, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation. (This determination shall be evidenced by submission of a certification letter developed by the Texas Council on Family Violence and the certification letter may be submitted directly by use of a toll-free fax number to Infuse), or (v) you are medically indigent. Alternatively, you may post a letter of guarantee in lieu of a deposit. Further, Infuse will not deny service or require a prepayment or Deposit for service based on your race, creed, color, national origin, ancestry, sex, gender, 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.

(A) Deposits - Generally. The total of all Deposits, Initial and Additional, required by Infuse shall not exceed an amount equivalent to the greater of (i) 1/5 of Customer's estimated annual billing, or (ii) the sum of the estimated billings for the next two months. Infuse may base the estimated annual billing for initial Deposits for applicants on a reasonable estimate of average usage for the customer class. If Infuse requests Initial or Additional Deposits, Infuse shall base the estimated billing on (a) Customer's actual historical Usage, to the extent that the historical usage is available or (b) for non-residential customers, the amount of invoices for the most recent two (2) months of electric service for the ESI ID(s). If Customer provides the information referenced in the preceding sentence and such information is thereafter determined to be false or otherwise inaccurate, the provision of such information shall constitute "fraud" and Infuse shall be entitled to commence disconnection proceedings for the affected ESI ID(s) without prior notice.

After twelve (12) months of service with Infuse, Customer may request that Infuse recalculate the required Deposit based on Customer's actual historical Usage. For residential Customers, Customer Deposits held by Infuse shall be refunded as a credit to an invoice for electric service provided if such Customer has paid bills for service for twelve (12) consecutive billings without any late payments. For non-residential Customers, Deposits held by Infuse shall be refunded as a credit to an invoice for electric service provided if such Customer has paid bills for service for twenty-four (24) consecutive billings without any late payments.

For residential Customers, if such Customer qualifies as eligible for a low-income electric rate reduction program, such Customer may pay any required Deposit in excess of $50 in two equal installments. The first installment shall be payable no sooner than ten (10) calendar days and the second installment is payable no sooner than forty (40) calendar days, in either case from the date of Infuse's issuance of written notice to Customer of the Deposit requirement.

(B) Initial Deposits. Customer may be required to post a Deposit with Infuse prior to receiving service from Infuse if Customer is unable to demonstrate creditworthiness. If after the Commencement Date, Infuse determines, in its reasonable discretion that Customer's creditworthiness or ability to perform under this Agreement has become unsatisfactory (including, but not limited to, late payments of any amounts billed under this Agreement), Infuse may require Customer to provide a Deposit to secure its obligations hereunder. If Infuse requires an initial Deposit, Infuse may disconnect electric service and terminate this Agreement if such Deposit is not paid within ten (10) calendar days of Infuse's written request, provided that Infuse issued Customer a written disconnection notice. A disconnection notice may be combined with or issued concurrently with a written request for a Deposit. In the event that Customer is past due more than once during the last 12 months of service or had service disconnected for nonpayment during the last 12 months of service, Infuse shall have the right to require an additional Deposit.

(C) Additional Deposits. Additional Deposits may be requested from Customer if: i) the average of Customer's actual Usage for the immediately preceding twelve (12) month period is at least twice the amount of the Usage forecasted by Infuse, and ii) a termination or disconnection of service notice has been issued regarding Customer and such ESI IDs by Infuse within the previous twelve (12) months. In such case, Infuse shall have the right to require the Customer to post an additional Deposit. Such Additional Deposit must be

provided within ten (10) calendar days of Infuse's written request therefor. If Infuse requires an Additional Deposit from Customer, Infuse may disconnect electric service and terminate this Agreement if the Deposit is not paid within ten (10) calendar days of Infuse's written request, provided that Infuse issued Customer a written disconnection notice. A disconnection notice may be combined with or issued concurrently with a written request for a Deposit.

(D) Interest on Deposits. If Infuse holds Customer's Deposit for more than 30 calendar days, Infuse shall pay interest on Deposits at an annual rate at least equal to the interest rate established annually by the PUCT and payment of interest shall be made retroactive to the date the Deposit was received by Infuse. Payment of interest to the Customer shall be made: (i) annually if requested in writing by the Customer, or (ii) by crediting Customer's account with Infuse. The Deposit shall cease to draw interest on the date it is returned to Customer or credited to Customer's account.

Upon termination of service to Customer for whatever reason, Infuse will apply any paid Deposit plus accrued interest against Customer's total outstanding balance on the final bill. Infuse will then bill Customer for any remaining outstanding balance after application of the Deposit and accrued interest. If the Deposit and accrued interest, as applied, exceed the outstanding balance owed, Customer may request Infuse to transfer the credit balance to Customer's new REP, or to refund the credit balance to Customer. Checks not cashed within 90 days of the postage date or returned as Undeliverable may be voided by Infuse.

Disconnection of Your Electric Service: WE MAY REQUEST DISCONNECTION OF YOUR ELECTRIC SERVICE IF YOU DO NOT PAY YOUR DEPOSIT OR BILL IN FULL BY THE DUE DATE ON THE DISCONNECT NOTICE. We will notify you in writing at least ten (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, fraud, including, in the sole discretion of Infuse, the inability of Infuse to verify the veracity of information provided to Infuse by you, or your designate, or theft of service.**

If the reasons for the disconnection are not satisfactorily remedied, Infuse may authorize disconnection of your service as early as the date stated on the disconnection notice, if applicable, but the disconnection will not be on a holiday or weekend day. If you satisfactorily correct the reason(s) for disconnection and pay any required deposit and applicable fees, Infuse will request that your TDU reconnect your electric service as quickly as possible. When a Disconnection Notice is issued due to failure to pay caused by a returned debit, charge, insufficient funds or denied authorizations/charges, Infuse may require you to pay any outstanding amounts owed with a Cashier's Check or Money Order. Infuse may require that payments for past due amounts may be made by Cashier's Check or Money Order and made payable to Infuse Energy, which should be sent to: Infuse Energy; 2020 Southwest Fwy Suite 325; Houston, TX 77098, Attn: Collections.

Disconnection and Reconnection Fees: If an electric service disconnection transaction has been scheduled by Infuse, your account will be charged a Disconnection Fee (as set forth in the section titled "Possible Nonrecurring Fees" in this document). This fee will be assessed regardless of whether your electric service is actually disconnected. In addition, your account will be charged a Reconnection Fee (as set forth in the section titled "Possible Nonrecurring Fees" in this document) in the event that we process a reconnection transaction for your account which will be in addition to all other outstanding fees and charges due, and you may be required to reapply for service and pay a new deposit. These fees are in addition to those disconnection and reconnection fees that may be assessed by your TDU. Disconnection of your electric service from Infuse will not excuse you from paying any outstanding amounts owed to Infuse.

Attorney Fees: If you fail to timely pay the amounts due under this Agreement and we refer your outstanding balance to an attorney or collection agent for collection, or if Infuse files a lawsuit, or collects your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay the reasonable fees and expenses (including attorney's fees) that Infuse incurs in the collection process.

Force Majeure: Infuse will endeavor in a commercially reasonable manner to provide service, but Infuse does not guarantee a continuous supply of electrical energy. Events that are out of our control ("Force Majeure Events") may result in interruptions in service. Infuse will not be liable for any such interruptions. Infuse does not generate your electricity, nor does Infuse transmit or distribute electricity to you. Therefore, you agree that Infuse is not liable for damages caused by Force Majeure Events, including, but not limited to, acts of God, acts of any governmental authority, including the PUCT or ERCOT, accidents, strikes, labor trouble, required maintenance work, inability to access the TDU or ERCOT system, nonperformance of the TDU or ERCOT, delay of deregulation or changes in Law, rules, regulations, practices or procedures of any governmental authority or ERCOT, or any cause beyond our control. If a Force Majeure Event occurs which renders Infuse unable to perform in whole or in part under this Agreement, Infuse's performance under this Agreement shall be excused for the duration of such event.

Title, Risk of Loss and Indemnity: You shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electricity after it reaches your electric meter. You agree to indemnify, defend and hold harmless Infuse, its officers, agents, and employees from any claims, damages and actions of any kind arising from personal injury (including without limitation, death), tangible property damage or loss and/or lost profits arising from or out of any event, circumstance, act or incident occurring or existing with respect to the electricity provided pursuant to this Agreement, whether or not control and title to the electricity is vested in you. It is understood Infuse will not be responsible for any damages associated with failure to deliver the electricity or any other damages alleged to have arisen prior to delivery to your meter(s). This provision survives any termination or expiration of this Agreement.

Limitations of Liability: YOU AGREE THAT DAMAGES UNDER THIS AGREEMENT ARE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER PARTY IS 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.

Assignment: You may not assign this Agreement, in whole or in part, or any of your rights or obligations hereunder, without the prior written consent of Infuse. Infuse may, without your consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of Infuse; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Infuse; and/or (d) transfer or assign this Agreement to a certified REP. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, Customer agrees that Infuse shall have no further obligations hereunder.

Amendments: Except as stated above in the "Changes in Terms and Conditions" section, any amendment, alteration, deletion or addition to the Agreement shall be effective only if made in a written amendment executed by both Parties.

Notices/Contact Information: All notices required under this Agreement shall be in writing to the address supplied by you in connection with your acceptance of this Agreement and Infuse's address above, or to such address as either Party may from time to time designate as the address.

Representations and Warranties: THE ELECTRICITY SOLD UNDER THIS CONTRACT WILL BE SUPPLIED FROM A VARIETY OF GENERATING SOURCES. IF YOU ELECT TO PURCHASE A RENEWABLE ENERGY PRODUCT, WE WILL ENSURE THAT THE APPROPRIATE AMOUNT OF RENEWABLE ENERGY CREDITS ("RECs") IS RETIRED TO AUTHENTICATE THE RENEWABLE ENERGY CONTAINED IN THE PRODUCT. THE TDU OR ERCOT SYSTEM WILL NOT DELIVER ELECTRICITY FROM A SPECIFIC GENERATING SOURCE TO YOUR SERVICE ADDRESS. IF YOU PURCHASE RENEWABLE ENERGY FROM US, YOU ARE PROVIDING FINANCIAL SUPPORT FOR RENEWABLE ENERGY GENERATION SOURCES AND NOT RECEIVING THE PRECISE ENERGY GENERATED FROM THAT SOURCE. 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.

You represent and warrant to Infuse that you hereby: (i) confirm that you are at least eighteen years old and legally authorized to change retail electric providers for the address listed as the "Service Address"; (ii) authorize Infuse to become your new REP in place of your current REP (or to perform a move-in, as applicable); (iii) designate Infuse to act as your agent to perform the necessary tasks to make this change(s) happen, and direct your current REP, if applicable, to work with Infuse to make this change(s) happen; (iv) acknowledge that you understand, have received, and had a reasonable opportunity to ask questions about, and review copies of this "Terms of Service", the "Electricity Facts Label" and the "Your Rights as a Customer" disclosure; (v) confirm that you asked to receive Infuse's "Terms of Service", "Electricity Facts Label", and Your Rights as a Customer in English.

Furthermore, you represent and warrant to Infuse that you hereby: (i) will not purchase electricity for your own consumption from any third party electricity provider for the ESI ID(s) which are the subject of this Agreement; (ii) will not resell any electricity supplied hereunder to a third party; (iii) confirm that all of the information contained herein, or furnished by, or on your behalf, concerning your ESI ID(s) is to the best of your knowledge and belief, true and correct when furnished to Infuse; (iv) you own or control the "Service Address(es)" which is/are the subject of this Agreement, or have control over the delivery of electricity and other energy related products and services to such Service Address(es); and (v) understand that your entry into this Agreement is made at your sole election in the exercise of independent judgment and you assume any risks associated with them.

Miscellaneous: The Parties hereby agree that the Texas Uniform Commercial Code ("UCC") shall apply to this Agreement and electricity is deemed a "good" for purposes of the UCC. The UCC can be viewed at the following website: www.statutes.legis.state.tx.us/?link=BC

Dispute or Complaints: Please contact Infuse if you have specific comments, questions, complaints, bill questions, or if you feel your bill is incorrect, by calling Infuse or emailing care@infuseenergy.com. If you are not satisfied with our attempt to resolve the problem, you may file a complaint with Infuse. If we fail to resolve your dispute, it is your right to file a complaint with the PUCT. The PUCT contact information is as follows: Public Utility Commission of Texas, Customer Protection Division, P.O. Box 13326, Austin, Texas 78711-3326; (512) 936-7120 or in Texas (toll-free) (888) 782-8477, fax (512) 936-7003, e-mail address: customer@puc.state.tx.us, Internet website address: www.puc.state.tx.us, TTY (512) 936-7136, and Relay Texas (toll-free) (800) 735-2989. Please also see your "Your Rights as a Customer" document for more information.

DISPUTE RESOLUTION AGREEMENT: IF YOU ARE NOT SATISFIED WITH ANY RESOLUTION OF A DISPUTE OR COMPLAINT, YOU AND INFUSE AGREE THAT IF FURTHER LEGAL ACTION IS SOUGHT, WE AGREE IT WILL BE SOUGHT THROUGH SMALL CLAIMS COURT ORBINDING ARBITRATION INSTEAD OF CLASS ACTION IN COURTS OF GENERAL JURISDICTION. THIS AGREEMENT COVERS ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN US INCLUDING INTERACTIONS WITH OUR AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, OR ASSIGNS. YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT FOR SERVICE, WE ARE EACH WAIVING THE RIGHT TO A JURY TRIAL OR ANY PARTICIPATION IN A CLASS ACTION. YOU ALSO AGREE THAT IF YOU CHOOSE ARBITRATION, THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT.

Arbitration allows the same damages and relief as courts and is conducted is more informal than a lawsuit in court. Arbitration has different procedures from in court, and is overseen by a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief that a court can award and any award is subject to very limited review by courts. If you choose arbitration it 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 your Contract. All issues are for the arbitrator to decide, except those issues relating to the scope and enforceability of the arbitration provision are for the court to decide. This arbitration agreement shall survive termination of your Contract.

YOU AND INFUSE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL. YOU AND INFUSE AGREE WE WILL NOT SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND US AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OR CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR US.

Governing Law: This Agreement will be interpreted in accordance with the substantive and procedural laws of the State of Texas. To the extent consistent with applicable law, the venue shall be in Harris County, Texas.

Survival: The Parties agree that all indemnity, payment of Taxes, limitations of liability, waivers and disclaimer provisions will survive the termination of this Agreement.

Entirety of Agreement: It is the intention of the Parties that this Agreement contains all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the electricity hereunder, and supersedes all prior agreements, written or oral. No sales agent or any other representative has any binding authority to modify this contract and any such changes shall not be binding on Infuse. Customer certifies that the

documents constituting this Agreement are the documents and forms that have been supplied to Customer by Infuse and that Customer has made no changes to them.