

Terms of Service

This document contains the Terms of Service for your purchase of electricity from Elevate Energy, LLC d/b/a Energywell (“Energywell,” “we,” “us,” or the “Company”), as well as terms and conditions relating to your purchase of non-commodity products from Energywell, as applicable, and will be referred to as the (or these) “TOS” or “Terms of Service”. The contract governing your purchase of residential or small commercial electricity from Energywell is comprised of these TOS, an Electricity Facts Label (“EFL”) that describes in further detail the product you have chosen, Your Rights as a Customer (the “YRAC”) which sets forth your general rights as a residential or small commercial customer purchasing electric service in Texas and your enrollment or renewal documentation, and, if applicable, any program specific Addendum(s) which are provided for in your EFL and sent to you with your other contract documents. These documents collectively create your “Contract” with Energywell and form a legally binding document. Your act of accepting electric service or other non-electric products from Energywell means that you agree to be bound by these TOS. The terms “you” and “your” refer to you, the customer.

Additionally, you authorize us to obtain information we find necessary or helpful to provide you with electric service, which may include, but is not limited to, your address, telephone number, account number(s), historical usage data, and other information. Most of the information we gather will come from you when you enroll with Energywell, but you also authorize Energywell to collect relevant information from your local Transmission & Distribution Service Provider (“TDSP” or “TDU”), current REP, or other third parties. By enrolling with Energywell, you represent that you are either the account holder or that you are authorized by the account holder to sign up with us.

OUR CONTACT INFORMATION.

Company Name: Elevate Energy, LLC d/b/a Energywell

PUCT Certification No.: 10353

Correspondence Address: P.O. Box 1288, Greens Farms,
CT 06838

Customer Care Toll Free: (833) 856-3844

Customer Care Hours: Monday to Friday 7 a.m. - 7 p.m.,
CST, excluding holidays

E-mail: care@energywell.com

Internet Address: www.energywell.com

[Spanish Contract Available](#)

EFL.

The EFL contains the terms and the details of the specific product and rate plan you have selected, including pricing, applicable credits, if any, Contract term and Early Termination Fees. Please review the EFL document carefully.

GENERAL RIGHT OF RESCISSION (FOR SWITCH REQUESTS)

Your Right of Rescission. If you are switching to Energywell from another retail electric provider (“REP”) then you have the right to rescind this Contract without fee or penalty within three (3) federal business days after receiving these TOS. To do so, you may call us at 1 (833) 856-3844 or email us at Care@Energywell.com during regular customer service hours on or before the third federal business day after receiving these TOS. This right of rescission does not apply to service requests for establishing electric services at a new location (commonly referred to as a “move-in”).

YOUR ELIGIBILITY.

By accepting electric service from Energywell, you are representing to Energywell that you are a residential customer or small commercial customer (as those terms are defined by the Public Utility Commission of Texas (“PUCT”).

CREDIT and INITIAL DEPOSIT.

This Contract is conditioned upon you meeting Energywell’s eligibility requirements. Energywell will determine eligibility in compliance with §25.477 and §25.478 of the PUCT Substantive Rules available at <https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx> and the Tex. Util. Code §17.008 available at <https://statutes.capitol.texas.gov/Docs/UT/htm/UT.17.htm>. By applying for electric service with Energywell, you are consenting to Energywell’s use of credit reporting agencies to evaluate and document your credit and payment history and/or

Energywell requesting payment history information from your previous REPs. If you do not meet Energywell's credit requirements or cannot otherwise demonstrate satisfactory credit as defined by the PUCT Substantive Rules, then Energywell may deny you service or may require you provide a deposit, (or if you are a small commercial customer, furnish an alternative form of security), at Energywell's option, in order for you to establish electric service with Energywell.

If you are a residential customer, you may demonstrate satisfactory credit and qualify for a waiver of Energywell's deposit requirement if you meet certain criteria as follows: (i) you are 65 years of age or older and not currently delinquent in paying an electricity account; or (ii) you submit a letter certifying that you have been a victim of family violence as prescribed by the Texas Council on Family Violence. Please contact Energywell for additional information if you believe you may be eligible for a deposit waiver. You may send evidence of eligibility and other information to Energywell by sending an email to Care@Energywell.com. Please note that a deposit may be waived or refunded with a valid letter of credit for electric services received at the address and account name supplied on your application to become a customer of Energywell.

If you are a small commercial customer, you may be required to provide us with one of the following forms of security for each of your meters/ESI IDs: (i) a surety bond; (ii) a cash deposit; or (iii) an irrevocable standby letter of credit from a financial institution approved by the Company.

DEPOSIT or ADDITIONAL DEPOSIT DURING TERM.

Whether you were required to post an initial cash deposit or other form of security upon enrollment, Energywell may require an initial deposit from you after you are an existing customer of Energywell if (i) you are late paying a bill more than once during the last twelve (12) months of service, or (ii) your account has been terminated or disconnected in the previous twelve (12) months for non-payment. The initial deposit or other form of security must be paid within ten (10) days after issuance of a written disconnection notice that requests such initial deposit, and your electric service may be disconnected if you fail to make timely payment. Energywell may require an additional deposit if your average actual billings over the previous twelve (12) months are at least twice the amount of the original average of your estimated annual billings and a termination or disconnection notice has been issued or your account disconnected within the previous twelve (12) months. If an additional deposit or other form of security is requested and you do not pay the deposit within ten (10) calendar days after the date of the request for a deposit or other form of security your electric service may be disconnected.

TERMS and CONDITIONS RELATING TO ANY DEPOSIT YOU MAKE WITH US.

If a deposit is required, the total amount of your deposit will not exceed an amount equal to the greater of either (i) the sum of the next two months estimated billings, or (ii) one-fifth of your estimated annual billing. Deposits held more than thirty (30) days

will accrue interest from the date of receipt at the annual rate established by the PUCT. Payment of interest will be made to you annually, upon your request, or at the time the deposit is returned or credited to your account. If you were required to provide a deposit to us because of your inability to meet the credit requirements of Energywell or after you became an existing customer for one of the reasons set forth above, you can establish satisfactory credit with Energywell at such time that you have made twelve (12) consecutive monthly payments (if you are a residential customer) or twenty four (24) consecutive monthly payments (if you are a small commercial customer) by the specified due date on your bill to Energywell. At such time, your deposit will be credited to your account. If you never establish satisfactory credit with us, the deposit and any remaining accrued interest will be applied on your behalf to your final bill. In the event it is applied to your final bill and there is any excess, such amount shall be refunded to you.

CUSTOMER INFORMATION.

You hereby agree that Energywell may need certain information to provide you service, including but not limited to your address, telephone number, account numbers, and historical usage information. You authorize Energywell to request, and your TDSP or other third party with such information to provide such information to Energywell. You also understand that Energywell may have the need to communicate such information to our affiliates, our vendors and third parties, including but not limited to Energywell Home, LLC, (and each of their affiliates) with a need to know such information in order to facilitate your electric service or to provide product specific services, if applicable. As described and acknowledged in the Energywell enrollment process, you also authorize Energywell to share such information with a broker, aggregator, or agent working on your behalf, if any. By providing your telephone numbers you are expressly authorizing Energywell and any party calling on Energywell's behalf to contact you at the telephone numbers provided, whether those telephone numbers are work, home or mobile, for any purpose related to your electric service, future possible goods or services, and collection of debts. These calls may be performed by a live person, a prerecorded voice or other automated system. You also consent to receiving updates about your electric service and product specific services, if any, via text message. Standard data fees and text messaging rates may apply.

TERM OF THE CONTRACT.

Your Contract term is stated on the EFL. It begins on the meter read date set by your TDSP and continues through the term on the EFL; provided, that we may bill you under the EFL until the first meter read after the end date of the Contract as authorized in PUC Subst. Rule 25.475 (<https://ftp.puc.texas.gov/public/puct-info/agency/ruleslaws/subrules/electric/25.475/25.475.pdf>). The meter read date is not set by us but is set by your TDSP, and therefore Energywell is not liable for any delay in commencement of your electricity service.

If your EFL indicates that the program you have signed up for is a Solar Program, you will also enter into a Solar Addendum which along with this TOS and your EFL will govern the terms of the Solar Program.

CANCELING YOUR CONTRACT WITH US.

No matter the method or the reason for your cancellation of your Contract with Energywell, you are responsible for the payment of all outstanding charges incurred through the date on which the TDSP switches your meter away from Energywell and we are no longer designated as your REP. Your obligations under the Contract will end when your account balance (including any Early Termination Fee or penalties) is paid in full. At the end of the Contract term, you may cancel or terminate your Contract with Energywell by switching to a new REP. After the end of the rescission period (set forth above), if you cancel your Contract or switch to another REP during the term of the Contract and before the end of your Contract term, or if Energywell terminates your Contract due to your breach of its terms, you agree to pay the penalty or fee for early termination indicated in the EFL (called an "ETF" or "Early Termination Fee"), if any, and you must select another REP to continue to receive electric service. The only exception to payment of an ETF is if you move from your existing service address during the Contract term and provide a forwarding address to Energywell together with reasonable proof that you no longer occupy the service address covered by this Contract; in that case you will not be responsible for the ETF stated in the EFL.

To cancel or terminate your service under this Contract prior to the end of the Contract term please contact Energywell at Care@Energywell.com or 1 (833) 856-3844.

PRICING.

You will receive an EFL during your enrollment or renewal or with your contract expiration notice. The price you are agreeing to pay for electric service is reflected on the EFL. You agree to pay the price reflected on your EFL and all amounts shown on your bill, including all taxes and fees, and any base charge or minimum usage fee(s), if applicable. Your EFL will also reflect the type of product or plan you are agreeing to purchase from Energywell. Each product or plan has a different structure, the pricing elements differ from product to product, and our ability to make changes to the provisions of your product are different depending upon the plan you have chosen. If you have questions about the type of product reflected on your EFL, Energywell is happy to discuss the details of your plan with you. Generally, Energywell may offer the following types of plans/products, from time to time:

Variable Price Product (month to month). With a Variable Price Product your price is not fixed; the price may vary as determined by Energywell and as disclosed to you on the EFL. Your price may also change to reflect actual changes in TDSP charges for the delivery of your electricity, changes to the administrative fees charged by ERCOT or the TRE, or changes resulting in new or modified fees or costs to Energywell that are a result of federal, state or local laws or regulatory actions that are beyond our control. Variable Price Products are month-to-month contracts with a term of 31 days or less. You may terminate your Variable Price Product at any time without being charged an ETF, but you will be responsible for your outstanding bill.

Changes Energywell can make to the Contract Terms Governing your Variable Price Product. Energywell can make changes to the provisions of the Contract at any time with appropriate notice. However, if you are on a Variable Price Product, Energywell cannot make changes to the length of your Contract. Energywell will notify you in writing at least 14 days before any material change to the Contract will take effect. Energywell is not required to give you notice of a change if that change is beneficial to you. If you receive notice of a change to the provisions of your Contract and you are on a variable price product, you have 14 days to cancel the Contract. If you cancel the Contract within that 14-day period, you will not be obligated to pay Energywell an ETF. If you do not cancel the Contract within the 14-day period, the stated change will become effective.

Fixed Rate Product (term). With a Fixed Rate Product your price is the price set forth on your EFL and during the Contract term your price will not change, except to reflect actual changes in TDSP charges for the delivery of your electricity, changes to the administrative fees charged by ERCOT or the TRE, changes resulting in new or modified fees or costs to Energywell that are a result of federal, state or local laws or regulatory actions that are beyond our control, or TDSP fees for underground service (if applicable at your location) or facility relocation fees or other charges ordered by a municipality, which will be passed through to you with no markup by Energywell. Fixed Rate Products have a Contract term of 3 months or more. If you terminate a fixed rate product before the end of the Contract term listed on your EFL, Energywell will charge you for the value of the ETF listed on your EFL. If you are charged an ETF, you agree that you shall pay the full value of the ETF in a timely manner. However, you will not be responsible for paying an ETF associated with a fixed rate product if the termination is due to your moving out of your service address, and you provide Energywell with reasonable proof of your move out.

Changes Energywell can make to the Contract Terms Governing your Fixed Rate Product. Energywell can make changes to the provisions of the Contract at any time with appropriate notice, except that we cannot make changes to the length of your Contract or to the price (except as set forth above). Energywell will notify you in writing at least fourteen (14) days before any material change to the Contract will take effect. Energywell is not required to give you notice of a change if that change is beneficial to you. If you receive notice of a change to the provisions of your Contract and you are on a fixed rate product, you have fourteen (14) days to cancel the Contract. If you cancel the Contract within that fourteen (14) day period, you will not be obligated to pay Energywell an ETF. If you do not cancel the Contract within the fourteen (14) day period, the stated change will become effective.

At the end of your Contract Term. If you are on a fixed product plan, you will receive at least three (3) written notices of the date your fixed product plan will expire. These notices will be provided during the last one third of the term of your Contract and will be as evenly spaced over the last one third of your term as practicable. For a term of twelve (12) months or longer, the first notice will be provided no earlier than three (3) months prior to the end of the term. If you are a residential customer and the term of your fixed product plan is greater than four (4) months, the final notice will be provided at least thirty (30) days before the date the fixed product plan expires. If you are a residential customer and the term of your fixed product plan is fewer than four (4) months, the final notice will be provided at least fifteen (15) days before the date your fixed product plan expires. If you are a small commercial customer, the final notice will be provided at least fourteen (14) days before the fixed product plan expires. You agree to receive all contract termination notices the same way in which you receive your monthly bill (either US mail or email, depending upon your selection during enrollment or in your My Account Portal).

If Energywell sends all of the required notices as provided above, and you do not sign up for a new electric energy product with Energywell or another REP, after your Contract end date, Energywell will continue to be your REP and you agree to having Energywell continue your electricity service on a month to month basis and in accordance with the default renewal product as reflected on the default renewal product EFL provided to you until you switch to another REP, select another Energywell plan, or Energywell terminates or disconnects your electric service.

Battery System, Renewal Plans, and the “Lowest Price Guarantee”. If you contract for a Battery System with our affiliate, Energywell Home, LLC, when your Fixed Rate Product is eligible for renewal, Energywell will offer you a competitive fixed-rate product. If the Average Price per Kilowatt-hour at 2000 kilowatt-hours of electricity usage (the “Average Price”), as reflected on your Electricity Facts Label offered by Energywell, is more than the Average Price, as reflected on an Electricity Facts Label for a comparable plan (meaning a plan with a fixed rate energy charge, the same term length, the same time of use structure (if applicable), same renewable percentage, non-prepaid, no gift cards or similar promotional incentives, etc.) being offered by available REPs on PowertoChoose.org for your zip code, you may notify Energywell in writing, providing proof of the lower comparable plan. If Energywell can verify the lower comparable plan you have provided, Energywell may provide an offer with an Average Price that is lower than the comparable plan (offered by the competing Retail Electricity Provider) you shared with Energywell.

If Energywell does not beat the Average Price from the lower comparable plan you provided, and you do not choose to accept the renewal offer from Energywell, you will not owe Energywell’s affiliate—Energywell Home—any cancellation charge under the battery agreement (but certain decommissioning fees may apply). If www.PowerToChoose.org is not available at the time of the renewal offer, you have the right to request that Energywell review comparable, publicly available offers made by other REPs.

TDSP DELIVERY CHARGES.

You understand that there are certain monthly recurring charges and/or non-recurring charges charged by your TDSP related to your electricity service that Energywell will pass through to you without mark up or that may be bundled with the fee you are paying for electricity, depending upon the product you choose. Non-recurring charges may include those fees or charges that arise from a meter test, out-of-cycle meter read fees, move in or a switch, service connection, disconnection, reconnection, or meter tampering. TDSP charges will vary and your EFL will reflect whether your product or your rate plan includes or excludes these TDSP Charges from your bills and whether or not these charges are part of the price calculation. There are also, in some instances and depending upon where your service address is located, certain local charges related to your electricity service. An example of such a charge is the Underground Facilities and Cost Recovery charge. The actual amount of any such local charge will not be reflected on your EFL as they may affect only a few zip codes but will be part of the price or price calculation you are agreeing to pay by accepting electricity service from Energywell. You understand that you are solely responsible for paying these TDSP charges. See your EFL for more details.

BATTERY EXPORT CREDIT FOR ELIGIBLE CUSTOMERS.

If you have entered into an agreement to have a battery system installed at your home by our affiliate, Energywell Home, LLC (the “Battery Agreement”), then you are eligible to receive a Battery Export Credit after you (a) have an interconnection agreement in place with your TDSP to connect your battery system to the power grid, and (b) have a meter installed by

your TDSP that separately measures the in-flow and out-flow of electricity to and from your home (your TDSP may assess a charge for this meter, which would be passed through to you on your Energywell bill). Customers with solar panels installed on their property are **not eligible** for the Battery Export Credit.

You will receive a Battery Export Credit on your bill for each kilowatt-hour (kWh) of electricity dispatched from your battery system to your TDSP's local electricity distribution system (i.e., the grid) during the monthly billing period.

The Battery Export Credit is calculated by multiplying:

- (a) the per-kWh Battery Export Credit Rate, by
- (b) the quantity of energy (in kWh) dispatched from your battery system to the grid, as measured and reported by your TDSP for the applicable billing cycle.

Battery Export Credit Rate: The per-kWh Battery Export Credit Rate equals the sum of (i) the Company's energy charge shown on this EFL, plus (ii) your TDU's per-kWh delivery charge. Please note that your TDU's delivery charge is set by your local utility and may change from time to time. "Billing cycle" means the period between meter read dates.

Battery Export Credits applied to your monthly Energywell invoice will offset the cost of your energy consumption, as reported to Energywell by your TDSP. Battery Export Credits will not be issued for electricity dispatched from the battery system that is not exported to the grid. Battery Export Credits will be provided to you on the next bill issued at least thirty (30) days from the day that electricity attributable to and dispatched from the battery system to the grid and reported to Energywell. The Battery Export Credit cannot be applied against taxes, and fees or other charges (such as late fees, special meter reading, fees related to disconnection of service, or non-recurring TDU charges).

You understand and agree that **Battery Export Credits, except when applied to your Energywell invoices, have no monetary value. Battery Export Credits are not redeemable for cash or any other monies and are non-transferrable.** Unless stated otherwise in your EFL, Energywell's customers are not eligible to receive any credits for excess generation produced by on-site solar photovoltaic systems.

PRICING INCLUDES PAYMENTS TO THIRD PARTY BROKERS, AGGREGATORS OR AGENTS.

You understand and agree that if you or Energywell utilized a third-party broker, aggregator or agent in connection with procuring this Contract, Energywell will be making a payment to such third-party broker, aggregator or agent in connection with efforts to facilitate you entering into this Contract. You also understand and agree that the price you have agreed to pay for electricity includes the fee Energywell is paying to the third-party broker, aggregator or agent and such third party, broker, aggregator or agent is acting on your behalf as your representative and is not a representative or agent of Energywell. You also understand and agree that as such, you should direct any questions regarding such fees to the third-party broker, aggregator or agent.

NON-COMMODITY PRODUCTS or SERVICES.

From time-to-time Energywell may offer non-commodity products or services, including but not limited to Energywell solar products, and you may sign up, purchase or enroll in such products or services from Energywell or third parties. If you have done so, your monthly bill may also include one time or recurring line-item charges for those products and services. You agree that when you enroll or sign up for or purchase such services or products that they will appear on your electricity bill and that you will pay these charges with your bill. Energywell will apply all payments you make on your bill first to the amounts you owe Energywell for electric service. Energywell will not disconnect your electricity service for nonpayment or delinquent charges for non-electric products or services but may discontinue the non-electric service or product for nonpayment.

By signing up for and using any non-commodity products you agree as follows: (i) you agree that any of Energywell our vendors and third parties (and each of their affiliates) if providing non-commodity products may share with Energywell all information obtained by your use of the non-commodity products; (ii) Energywell can share all information obtained by Energywell in the course of providing electric service to you with the entity providing you the non-commodity product; (iii) even in the event there is a separate term related to the non-commodity product, for so long as you remain an Energywell customer the term of the non-commodity product contract will automatically renew on a month to month basis so that the term of this Contract and the term of the non-commodity product agreement end at the same time; (iv) any fee associated with any non-commodity product will be in addition to the fee for your electric service; and (v) you grant Energywell authorization to use your contact details to send you related information, alerts and updates as well as surveys about your use of any non-commodity product, and to share this information for research purposes and to help Energywell market, make sales and to steer our business.

YOU FURTHER AGREE THAT A NON-COMMODITY PRODUCT IS SOLD AS-IS, WHERE-IS AND ENERGYWELL IS NOT THE MANUFACTURER OR INSTALLER OF THE PRODUCT. ENERGYWELL MAKES NO WARRANTY REGARDING THE NONCOMMODITY PRODUCT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TAXES.

You are responsible for paying all applicable federal, state and local taxes, fees, governmental charges, assessments and other charges imposed on you as a purchaser of electricity, imposed on Energywell as a seller of electricity, or imposed on electricity sales generally, including but not limited to gross receipts tax, PUC gross receipts assessment, municipal administrative fees, any other generation, utility, TDSP, regulatory, BTU or electricity taxes, fees charges and assessments. Such taxes and other charges will be identified as a separate line item or items on your bill. If you are a tax-exempt entity, you must provide Energywell with the necessary certificates and other documentation to qualify for such status.

NON-RECURRING CHARGES.

In addition to charges or fees that we specify within the Contract or that are charged due to local or other law, we may assess any of the following fees and charges: (i) late payment penalty of 5% of a delinquent balance; (ii) an Insufficient Fund fee of \$25.00 for payments by made by you that are simultaneously or subsequently returned or cancelled for insufficient funds or inaccurate information provided. [*Please note*: this fee applies to any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card]; (iii) a DNP Notice Fee of \$10.00 per instance for issuance of an electric service disconnection notice [this fee will be assessed regardless of whether your electric service is actually disconnected]; (iv) a Reconnection fee in the amount of \$35.00 per instance for each reconnection of your electric service; and (v) a Disconnection Fee in the amount of \$35.00 per instance for each disconnection request Company sends to TDSP for Customer's account, regardless of whether your service is actually disconnected.

BILLING.

You acknowledge that Energywell's ability to bill you is dependent upon our receipt of necessary information from third parties including but not limited to your TDSP and ERCOT. You expressly authorize Energywell to estimate usage and TDSP pass through charges or and/or issue bills less frequently when Energywell has not been provided actual meter read data or invoices for pass through charges. In such events Energywell may include adjustments to a subsequent bill, consistent with the PUC's rules. You acknowledge that Energywell has the right to adjust your bill in such circumstances and to include any charges or credits necessary to correct or true up any previous estimated bills meter read errors, miscalculations of taxes, fees or other charges, billing errors or omissions or other errors or omissions.

Generally, you will receive a monthly bill from Energywell that will be due and payable 16 calendar days from the date shown on the bill. The bill will display the current charges and the amount due and may include line items for fees or credits including the PUC Assessment fee, other recurring or non-recurring third-party fees or credits, including taxes, gross receipts tax reimbursement, late fees, customer and metering charges, charges for non-electric products or services and other additional charges, fees or credits.

For small commercial customers, demand charges (if applicable) are assessed by your TDSP in accordance with the TDSP's rate schedule and passed through to you (with no mark-up by Energywell) on your monthly bill. Demand charges are based on each customer's maximum 15-minute demand on the local utility's distribution system each month. Demand is measured in kilowatts ("kW"). Customers are billed according to kW of demand for their rate. If you have questions about this charge, please contact your TDSP.

Any bill credits applied by Energywell to your monthly invoice have no cash value and are non-transferable. Customers who enroll in Auto Pay & Paperless Communications will receive bills and other contract communications via means of electronic delivery.

CONSENT to AUTOMATIC PAYMENTS.

By entering into this agreement, **you agree to make all payments required hereunder via automatic payment services**, and you authorize Energywell to automatically charge your credit card or debit card or debit your bank account (as applicable and as selected during the enrollment process or as updated with Energywell), each month for the amount on your invoice. Your payment will be automatically processed for the amount and on the date provided in your invoice (“Due Date”). You agree to these automatic payments for each month of the Term and for any month-to-month renewal.

If your payment information changes at any time while Energywell is your retail energy provider, you agree that you will notify Energywell of that change prior to the date your next payment will be processed and update your payment information with Energywell by calling us at (833) 856-3844 or emailing us at Care@Energywell.com or updating your payment information in your online portal. Energywell is not responsible for any incorrect or erroneous charges or debits. Energywell will fix any errors when those errors are brought to Energywell’s attention.

While this Agreement remains in effect, if Energywell is unable to automatically charge your credit card, debit card, or debit your bank account on a Due Date, you may lose access to certain benefits, such as a monthly bill credit, if applicable.

CONSENT to ELECTRONIC COMMUNICATIONS.

To the fullest extent allowed by the PUCT rules (<https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.479>), you agree to receive all communications from Energywell electronically to the email address that you provided during enrollment. If you change your email address at any time while Energywell is your retail electricity provider, you agree to promptly notify Energywell of the change by emailing us at Care@Energywell.com or by changing it via the online My Account portal. If you do not elect to receive your bills via email, you must promptly notify us of any change in the address at which you receive mail.

You agree to receive any and all non-billing written communications from us via e-mail, text message, or through other electronic means to the extent permitted by law in compliance with the PUCT Substantive Rules available at <http://www.puc.state.tx.us/rules/subrules/electric/index.cfm>. You consent to receive any information required to be provided to you in writing electronically, including by using the email address or the text message enabled telephone number provided by you. You must promptly notify us of any change in your email, text message enabled phone number, or other electronic address. Standard data fees and text messaging rates may apply. We will send copies of your TOS, YRAC, and EFL via e-mail or text message; however, you may request that Energywell provide you a copy of your TOS via United States Postal Service. You may update your billing preferences, including your mailing address, email address and mobile telephone number via the My Account portal.

PAYMENT.

You agree to pay your monthly bills on a timely basis. Bills are due 16-calendar days after the billing date on your invoice. Bill payments are deemed past due and delinquent if not received by the close of business on the day the bill is due. If you do not pay your bill by the due date, Energywell may charge you a late fee of 5% on the amount for the previous month's past due electric service and ultimately may order disconnection of your electric service. If you have entered into a deferred payment plan arrangement with Energywell and you fail to pay your bill by the due date you authorize Energywell to place a "switch-hold" on your account. If Energywell places a switch-hold on your account, then you will not be able to switch to another REP until you have satisfied your delinquent balance with Energywell.

DISCONNECTION of YOUR ELECTRICITY SERVICE.

ENERGYWELL MAY REQUEST DISCONNECTION OF YOUR ELECTRIC SERVICE AND TERMINATE THIS CONTRACT IF YOU DO NOT PAY YOUR DEPOSIT OR YOUR BILL IN FULL BY THE DUE DATE ON THE DISCONNECT NOTICE. Energywell will provide you notice of our intention to request disconnection at least 10 calendar days before we disconnect your service, unless there is the existence of a dangerous condition at your service address or theft of service, in which case Energywell will request disconnection immediately and without any notice to you. If your service is disconnected, you may be required to reapply for service and pay a new deposit. Fees associated with regaining service are in addition to disconnection and reconnection fees set forth in this Contract and in addition to any other fees that may be assessed by your TDSP. Your switch to another REP will not relieve you of your obligations to pay all outstanding bills to Energywell.

BILL-PAY PROGRAMS and ASSISTANCE.

If you are having difficulty paying your bill by the due date, please call or email us. You may be eligible for payment assistance or a deferred payment plan arrangement. Payment assistance is funded in part by contributions from Energywell customers and you, as a Energywell customer may contribute to our bill payment assistance program when you pay your bill each month. There are also deferred payment plan and alternative payment plan arrangements you may be eligible for. Please call Energywell at (833) 856-3844 for information relating to contributing to the bill payment assistance program or for additional payment arrangement information. You will be ineligible to participate in any Solar Program, as that term is defined in the Solar Addendum, if you choose to participate in Energywell's Level Billing Plan as described below.

LEVEL BILLING PLAN for CUSTOMERS WITH NO AMOUNTS PAST DUE.

Energywell offers a Level Billing Plan that you may enroll in as long as you are not delinquent when you request enrollment in the Level Billing Plan. This Plan is designed to help even out the highs and lows of your electric service and is based on your current plan price and historical usage. We calculate your level billing amount annually by using your historical usage from the prior year. We will calculate any difference in actual charges and the monthly level billing amount and will use this difference to calculate your next year's level billing amount. Energywell may move your account from the Level Billing Plan if during a twelve-month period Energywell sends you two or more disconnection notices, we disconnect your service for non-payment, or your payments are returned or rejected for insufficient funds or other nonpayment by your credit card or bank. If we move your account from Level Billing to regular billing, the difference between your actual charges and the Level Billing Plan monthly charge will be due with your next regular bill.

LEVEL BILLING PLAN for CUSTOMERS WHO OWE PAST DUE AMOUNTS.

During certain months of the year if you are having problems paying your monthly invoice and have fallen behind, you may be eligible to enroll in Level Billing. Before moving you to a Level Billing Plan we may require a down payment of more than 50% of the past due amount that you owe and that you pay the remainder of the delinquent amount in five equal installments over five billing cycles. If we move you onto a Level Billing Plan, we may put a switch-hold on your account. Energywell will remove the switch-hold the earlier of (i) the time that your deferred delinquent amount is paid and processed, or (ii) after you have made twelve consecutive payments with no more than one late payment. If you are disconnected for non-payment while a switch-hold is in place, a payment will be required to resume service and you may not obtain services from another provider until you pay the total deferred delinquent amount.

DEFERRED PAYMENT PLANS.

A Deferred Payment Plan is an extended payment plan, which allows you pay an outstanding balance in installments over a period of time. Applicants must meet our eligibility requirements, and before starting a deferred payment plan, Energywell may require a down payment of up to 50% of the total amount due. Energywell may also ask you to pay the balance owed on the deferred payment plan in equal amounts over no more than 5 billing cycles. If you establish a deferred payment plan with Energywell, Energywell will confirm the details of the plan in writing to you. If you establish a deferred payment plan Energywell may put a switch-hold on your account that will be removed after your deferred balance is paid and processed. If you are disconnected for nonpayment while a switch-hold is in place a payment will be required to resume service and you will not be able to obtain services from another provider until you pay the total deferred balance.

SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP); MEDICAID; and OTHER ASSISTANCE.

Low-income customers may be eligible for other payment assistance benefits. To be eligible you must be in SNAP or on Medicaid and the name of the program participant must be the same name on your electric bill. To apply for SNAP or Medicaid contact your local Texas Department of Health and Human Services office or <https://hhs.texas.gov>. Information on additional bill payment assistance programs is available from the Texas Department of Housing and Community Affairs website under Energy Assistance at <http://www.tdhca.state.tx.us/ea/index.htm>.

CRITICAL CARE and CHRONIC CONDITION CUSTOMERS.

You have the right to apply for Critical Care Residential Customer or chronic Condition Residential Customer designation in accordance with PUC Subst. Rule 25.497 (<https://ftp.puc.texas.gov/public/puct-info/agency/ruleslaws/subrules/electric/25.497/25.497.pdf>). Energywell cannot file for this designation on your behalf, and you do not file for this designation with Energywell. **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.**

If you have a person permanently residing at your service address who has been diagnosed by a physician as being dependent upon an electric powered medical device to sustain life, you may apply for designation as a Critical Care Residential Customer. If you have a person permanently residing at your service address 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.

Once you have filed for the designation, 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 Energywell about your status. Designation as a Critical Care or Chronic Condition Residential Customer does not relieve you of your obligations to pay for electric service that you receive from Energywell.

DISPUTE or COMPLAINTS.

If you have any questions, concerns, or complaints, or you feel that your bill is incorrect, please contact us via phone at (833) 856-3844, Monday to Friday 7:00 a.m. – 7:00 p.m. Central or via email at Care@Energywell.com. If we cannot answer your question or complaint immediately, we will promptly investigate the matter and report our findings to you. If for any reason you are not satisfied with our response, you may contact the PUC. You have a right to file a complaint with the PUC. If you have a

billing or other dispute that you are not able to resolve with Company, you may contact the PUCT at PO Box 13326, Austin, TX 78711-3326 or by calling (512) 936-7120 or toll free (888) 782-8477. Hearing and speech impaired individuals with text telephones (TTY) may contact the PUCT by calling (512) 936-7136. Please see your YRAC for more information.

NONDISCRIMINATION.

Energywell does not deny service or require a prepayment or deposit for service or otherwise discriminate based on your race, creed, color, national origin, ancestry, sex, marital status, your location in an economically distressed geographic area, or qualifications for low income or energy efficiency services. Energywell does not use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service for product with a contract term of 12 months or less.

YOUR INFORMATION and HOW ENERGYWELL USES IT.

You understand and agree that Energywell needs to access certain information to provide you with electric energy and other services under this Agreement. This information includes but is not limited to historical usage, address, account number, telephone number, email, and other similar information. You agree that Energywell may share your information with third parties, including its affiliates, vendors, and other third parties that need to know such information in order to provide the goods and services under this Agreement. You also expressly authorize Energywell to share your information with any broker or aggregator who may be working for or with you concerning your electric energy needs. You Agree that Energywell is also specifically permitted to share your information, including your current and historical usage, address, account number, telephone number, email, and other similar information with Energywell Home, LLC.

CHANGE in LAW or REGULATION.

Energywell may pass through or allocate, as the case may be, to you any increase in our costs related to the electricity and related products and services sold to you that results from actual changes in TDSP charges, changes to the Electric Reliability Council of Texas (ERCOT) or Texas Regional Entity, Inc. administrative fees charged to load or changes resulting from federal, state or local Laws that impose new or modified fees or costs on Energywell that are beyond Energywell's control. "Laws" means any law, rule, regulation, ordinance, statute, judicial decision, order, administrative order, ERCOT or PUC business practices or protocols, directive, filed tariff, writ, judgment or decree by governmental authority (including but not limited to ERCOT or the PUC). Upon such pass through or allocation, you agree to pay Energywell the amount allocated or passed through to you on your bill.

REPRESENTATIONS AND WARRANTIES.

IF YOU SELECTED A "GREEN," "RENEWABLE," OR "CLEAN" PLAN, THEN THE ELECTRICITY SOLD UNDER THIS AGREEMENT WILL BE SUPPLIED FROM A VARIETY OF GENERATING RESOURCES. IF YOU ELECT TO PURCHASE A RENEWABLE ENERGY PRODUCT, ENERGYWELL WILL ENSURE THAT THE APPROPRIATE AMOUNT OF RENEWABLE ENERGY CREDITS (RECS) ARE RETIRED TO AUTHENTICATE THE RENEWABLE ENERGY CONTAINED IN THE PRODUCT. THE TDSP OR ERCOT SYSTEM WILL NOT DELIVER ELECTRICITY FROM A SPECIFIC GENERATION SOURCE TO YOUR SERVICE ADDRESS. IF YOU PURCHASE RENEWABLE ENERGY FROM ENERGYWELL, YOU ARE PROVIDING FINANCIAL SUPPORT FOR RENEWABLE ENERGY GENERATION SOURCES AND NOT FOR RECEIVING THE PRECISE ENERGY GENERATED FROM THAT SOURCE.

ENERGYWELL MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE RESIDENTIAL ELECTRICITY OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS CONTRACT AND ENERGYWELL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO RESIDENTIAL ELECTRICITY WHETHER WRITTEN OR VERBAL, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ASSIGNMENT.

You may not assign this Contract in whole or in part without our prior written consent. You may not assign any of the obligations you have under this Contract in whole or in part without our prior written consent. Any purported assignment by you without our prior written consent shall be deemed void. Energywell may assign or transfer this Contract without your consent. Energywell may do any of the following: (i) transfer, sell, pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement or power supply transaction; (ii) transfer or assign this Contract to an affiliate of Energywell; (iii) transfer or assign this Contract to any person or entity succeeding to all or substantially all of the assets of Energywell and/or (iv) transfer or assign this Contract to another certified REP. In the case of (i), (ii) or (iv) such assignee shall agree in writing to be bound by the terms and conditions of the Contract and upon any such assignment Energywell shall have no further obligations hereunder.

ATTORNEY FEES and EXPENSES.

If you default in the payment of amounts due under this Contract, you will be responsible to Energywell for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances whether these charges are incurred by Energywell through filing a lawsuit, referring your balance to a collection agent for collection, or collecting your outstanding balance through bankruptcy or other judicial proceedings.

GOVERNING LAW, ARBITRATION, WAIVER of JURY TRIAL; CLASS ACTION WAIVER.

This Contract shall be interpreted, construed and governed by the laws of the State of Texas, notwithstanding any conflict of laws principles that might require the application of the laws of another jurisdiction. **NOTHING IN THE CONTRACT IMPAIRS OR CHANGES YOUR RIGHT TO MAKE A FORMAL OR INFORMAL COMPLAINT RELATED TO THIS CONTRACT TO THE PUCT. TO THE FULLEST EXTENT PERMITTED BY LAW, AND SUBJECT TO YOUR RIGHTS TO OPT OUT AS FURTHER PROVIDED HEREIN, ANY DISPUTE ARISING OUT OF OR RELATING TO THIS CONTRACT, INCLUDING CLAIMS ARISING IN CONTRACT, TORT, STATUTORY OR OTHERWISE, SHALL BE SETTLED EXCLUSIVELY AND FINALLY BY ARBITRATION IN ACCORDANCE WITH THE CONSUMER ARBITRATION RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE CONDUCTED EXCLUSIVELY IN TEXAS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO BINDING ARBITRATION AND WILL NOT PURSUE ANY FURTHER ACTION IN A COURT OF LAW. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. ENERGYWELL'S ARBITRATION AND CLASS ACTION WAIVER ADDENDUM, WHICH IS AVAILABLE AND PROVIDED TO YOU DURING THE ENROLLMENT PROCESS IS INCORPORATED HEREIN AND MADE A PART HEREOF, CONTAINS ADDITIONAL DETAILS AND A COMPLETE DESCRIPTION OF THE TERMS AND CONDITIONS OF THE ARBITRATION AND CLASS ACTION WAIVER POLICY, INCLUDING YOUR ABILITY TO OPT OUT (YOUR ABILITY TO OPT OUT IS ALSO DETAILED BELOW).**

OPTING OUT OF ARBITRATION. WITHIN 30 DAYS (UNLESS A LONGER PERIOD IS REQUIRED BY LAW) OF ENTERING INTO THE CONTRACT, IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION, YOU MUST NOTIFY ENERGYWELL IN WRITING BY EMAILING US AT NOENERGYWELLARBITRATION@ENERGYWELL.COM OR BY CERTIFIED MAIL TO ENERGYWELL AT P.O. BOX 1288, Greens Farms, CT 06838, ATTN. ARBITRATION. YOUR WRITTEN NOTIFICATION TO ENERGYWELL MUST INCLUDE YOUR NAME, ADDRESS, AND ENERGYWELL ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH ENERGYWELL THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH ENERGYWELL OR YOUR USE OF THE SERVICES. OPTING OUT OF ENERGYWELL'S ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH ENERGYWELL.

YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THIS CONTRACT. YOU HEREBY (i) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ENERGYWELL OR ANY THIRD PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ENERGYWELL WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION, CLAIM OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVERS.

LIMITATIONS OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, ENERGYWELL WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. ENERGYWELL IS NOT LIABLE FOR INTERRUPTIONS TO OR SHORTAGES OF ELECTRICITY SUPPLY NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING THEREFROM. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS CONTRACT. To the extent any damages required to be paid hereunder (including any Early Termination Fees hereunder) are liquidated, the Parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

FORCE MAJEURE.

You understand that Energywell does not generate, transfer or distribute your electricity. Energywell will make commercially reasonable efforts to provide your electric service however Energywell does not guarantee a continuous supply of electricity. Certain causes and events are out of our reasonable control and may result in interruptions in service (each a "Force Majeure Event"). Force Majeure Events include but are not limited to acts of God, changes in laws, rules, or regulations or other acts of any governmental authority (including the PUCT or ERCOT or TRE), accidents, pandemics, epidemics, strikes, labor troubles, acts of terrorism or enemies of the state, civil unrest, required maintenance work, inability to access the local distribution utility system, nonperformance by the TDSP or any other cause beyond our reasonable control. Energywell is not liable for damages that arise out of or are in any way related to a Force Majeure Event.

TITLE, RISK of LOSS and INDEMNITY.

Energywell ceases to have title to and risk of loss related to the electricity at the point where a third party transmission or delivery system connects with the TDSP system. You shall be deemed to be in exclusive control of the electricity after it reaches your electric meter. You are responsible for any damages or injury caused once you are in exclusive control. You agree to indemnify, defend and hold Energywell harmless from any and all claims for any loss, damage or injury to persons or property, including but not limited to all consequential, exemplary or punitive damages arising from or related to any act or omission occurring after the interconnection of the TDSP transmission or delivery system with your meter.

NO WAIVER.

No delay, failure, or waiver on the part of Energywell in exercising any rights hereunder, and no partial or single exercise thereof, will constitute a waiver of such rights or of any other rights set forth in this Contract or related to the electric service.

ENTIRE CONTRACT.

This Contract, including all documents referenced and incorporated by reference herein (including but not limited to Energywell's Arbitration and Class Action Waiver Addendum, as applicable) contains the entire agreement between you and Energywell with respect to your electric service and supersedes all prior contracts or agreements (oral or written) between you and Energywell with respect to the subject matter of this Contract.

SEVERABILITY.

Should any provision of this Contract for any reason be declared invalid or unenforceable by final and applicable order by a court, arbitrator, or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Contract had been agreed to without the invalid portion. If any provision of this Contract is declared invalid, the remainder of this Contract will be construed so as to give effect to its original intent and effect as near as possible.

SURVIVAL.

By accepting the terms of service online, you are executing this Contract electronically. This Contract does not have to be executed by Company to be valid. You agree to execute such other and further documents as may be reasonably necessary to evidence or carry out the terms and provisions of the Contract, including online forms.