

OUR ENERGY TERMS OF SERVICE
Our Power Commercial Plan
Fixed Rate Product
Version:TOS-COM051415OE-1

This Term of Service Agreement (Agreement) explains the details of your electric service from OUR ENERGY, LLC (PUCT Certificate No. 10170). Your electricity requirements at the service location or ESI ID designated by you on your Enrollment or Renewal Form will be served under this Agreement. By accepting this Agreement you're giving OUR ENERGY the right to supply electricity to all of the electric service accounts under your name or address, as listed in this document, which will be transferred to OUR ENERGY.

RIGHT TO RESCISSION: If you are switching to OUR ENERGY from your current energy company, you can still cancel this Agreement without charge or penalty within three (3) federal business days of receiving this Agreement. (If you accept this Agreement, then no further action is necessary.) This right of rescission does not apply to customers requesting a move-in. To cancel, contact OUR ENERGY by telephone toll-free: 1-888-5454-OUR, Monday through Friday from 8:00 a.m. to 6:30 p.m. CST, by fax: 281-715.5767 or by e-mail: CustomerService@OurEnergyLLC.com or by mailing your request to 17154 Butte Creek Rd. #250. Houston, TX 77090. Be sure to include your name, address, phone number, ESI ID or account number.

CUSTOMER INFORMATION: You give us the right to use any information that we may need or find helpful to provide the best possible electric service, which may include address, telephone number, account numbers, historical usage data, payment and credit history, and other information, whether from you, your transmission and distribution service provider (TDSP), or current retail electric provider (REP).

OUR CONTACT INFORMATION: OUR ENERGY Customer Care Representatives are available to help you Monday through Friday from 8:00 a.m. to 6:30 p.m. CST. Call us toll-free at 1-888-5454-OUR. You may also write to us via e-mail at CustomerService@OurEnergyLLC.com or through the mail at OUR ENERGY, 17154 Butte Creek Rd, Suite 250, Houston, TX 77090.

In case of an emergency or to report an outage, please contact your electric utility (Transmission and Distribution Service Provider) directly. Centerpoint 1.800.332.7143; Oncor 1.888.313.4747; TNMP 1.888.866.7456, AEP Central/AEP North 1.866.223.8505.

TERM OF AGREEMENT: This agreement will be effective as of your first scheduled meter read date, following completion of enrollment with OUR ENERGY, and will continue for the term specified in the Electricity Facts Label until you choose another electricity provider or your service is otherwise terminated in accordance with this Agreement. For specific term length information, please see the Electricity Facts Label.

PRICING: OUR Energy shall invoice Customer on a monthly basis as follows.

The invoice shall include the following price components: (a) Energy charge shall be the product of the Energy Price as specified in the Cover Sheet multiplied by the Customer's energy consumption during the billing cycle at the Customer location(s) measured in kWh, billed in US\$. The Energy Price includes energy charges and Electric Reliability Council of Texas (ERCOT) Fees. The Energy Price does not include charges for items; (b) through (f) of this section which will be billed as separate invoice items; (b) a monthly customer service fee (as stated in the EFL (c) Transmission and Distribution Charges, charges from the TDSP for customer requested services, Special Service Fees, and Discretionary Service Charges as assessed by the TDSP; (d) Usage Variance Price Adjustment (if any); (e) Taxes: All applicable Taxes; and (f) All additional charges that are expressly authorized in this Agreement.

At the end of any initial plan term, unless a renewal term greater than one month is established with your affirmative consent, your agreement will automatically convert to, and service will continue under, OUR ENERGY's OURCOM-M2M plan, a fixed plan with no cancellation penalty. Your electricity price under OUR ENERGY's OURCOM-M2M plan will not vary on a month to month basis but will be subject to a rate review at the completion of the three month term. At the end of the initial plan term, OUR ENERGY will notify you of the current price for our OURCOM-M2M plan and will provide you with the Electricity Facts Label for the plan.

OUR ENERGY's OURCOM-M2M plan price is subject to change and may increase after a tri-monthly rate review at the discretion of OUR ENERGY. Contributing rate review factors include but are not limited to: (1) there is a change in fees imposed by ERCOT and/or PUCT authorized changes imposed by the Customer's TDSP; or (2) OUR ENERGY determines in its sole discretion that the rate class or type of service originally designated by ERCOT, OUR ENERGY, or by you is incorrect.

Pricing features and product details of the OUR ENERGY's OURCOM-M2M Plan can also be changed under the Changes to Terms of Service provision of this Agreement. In addition, you may be required to pay nonrecurring fees and charges as required or allowed by PUCT rules, including, but not limited to, fees and charges related to establishing, switching, disconnecting, reconnecting, maintaining electric service or equipment, and out of cycle meter readings. Charges for required, nonrecurring fees will be listed as a separate line item on your monthly bill. Please refer to the attached "Terms of Service-ITEMIZATION OF NON-REOCCURRING CHARGES" section of this document for more detailed information. All bills for electric service will include applicable federal, state, and local taxes. Tax-exempt Customers must provide OUR ENERGY with appropriate exemption certificates before assessment and collection of taxes can be waived.

CONTRACT EXPIRATION NOTICE: At the conclusion of your initial contract, OUR ENERGY will mail you a notice no earlier than forty-five (45) days prior to the end of your term and no later than fourteen (14) days. In the event the customer does not contact OUR ENERGY to renew the contract, Our Energy will continue the service and bill the customer under OUR-MV Plan and a new Electricity Facts Label will be mailed.

YOUR RIGHT TO CANCEL: You may also cancel without penalty if (i) you move or sell your business; and (ii) provide a proof, acceptable to OUR ENERGY, at its sole discretion, that such event has occurred. If you cancel prior to expiration of your initial term for any reason other than those specifically stated to be without penalty, you will owe us an early termination fee in the amount provided for in the Electricity Facts Label. The Early Termination Fee shall be immediately due and payable by Customer to OUR ENERGY LLC., within five (5) calendar days following such incident. If you move without canceling this Agreement, you will remain responsible for payment of all charges until service is terminated.

OUR RIGHT TO CANCEL: By signing up with OUR ENERGY, you are affirming to us that you have provided us with your correct and complete name, address or contact information and you do not have any unpaid balance with us. If any of these statements are or become untrue or you otherwise provide fraudulent or misrepresented information, we may terminate this Agreement and your service. OUR ENERGY may also cancel your Agreement if you do not pay your bills in full and on time. Also, if for whatever reason, it becomes uneconomical or if we are unable to continue this Agreement for any reason, we may cancel after giving you a 45-day written notice. Cancellation of this Agreement doesn't excuse you from paying for all service received up to the cancellation date.

OUR RIGHT TO REFUSE SERVICE: OUR ENERGY may refuse to give you electric service for the reasons specified in § 25.477 of the PUCT Substantive Rules and the Texas Utility Code § 17.008. TXRL214 06 08 09 2 <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.477/25.477.pdf>

ESTABLISHING A NEW ACCOUNT: By applying for service, you agree that OUR ENERGY may check your personnel credit. If you do not meet one or more of our credit requirements; we have the right to collect a security deposit. Our credit requirements are that you have a good credit rating or report with your previous energy company or a consumer reporting agency, as defined by the Federal Trade Commission. For customers who enroll more than one premise/Electric Service Identifier (ESI-ID) with us, we may require a security deposit for each premise/ESI-ID. If service to one or more of the premises/ESI-IDs is disconnected for any reason, we may apply any deposit amount you've paid, plus any accrued interest, to any unpaid balances. Eligible customers may post a letter of guarantee in lieu of a deposit as stated by the Public Utility Commission of Texas [25.478(i)].

For Residential Customers: You will not be required to pay an initial deposit, if 1) you are at least 62 years of age and can provide proof of age via a driver's license or State ID and do not have a current delinquent balance with your current REP, or 2) You have not been late paying an electric bill more than once during the last 12 months or 3) if you have been a victim of family violence and can provide a certification letter pursuant to PUCT Substantive Rule §25.478(a)(3)(D) <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.478/25.478.pdf> or 4) You are considered medically indigent and can send us the proper document each year you are eligible.

SECURITY DEPOSITS: Applicants: If you don't meet the requirements listed in "Establishing a New Account," we may ask you to pay a security deposit before receiving service, which won't be more than the sum of the next two months', billings or one-fifth of your estimated annual billing. After your Term you may ask us to recalculate deposit amount based on your actual historical usage. Residential Customers who qualify for the rate reduction program are eligible to pay deposits exceeding \$50 in two payments. Eligible customers may post a letter of guarantee in lieu of a deposit as stated by the Public Utility Commission of Texas [25.478(i).] <http://www.puc.state.tx.us/rules/subrules/electric/index.cfm>

We may ask you to pay a security deposit if one was not required when you first enrolled, if you were late paying your bill more than once during the last year of service or if you had service disconnected for non-payment during the last year of service. We may also ask you to pay an additional security deposit if your average bill over the last year is at least twice as much as the original estimated annual billing and you got a disconnection notice from us within the last year. Also, we may send you a disconnection notice, along with the request for an additional security deposit, which you will have 10 days to pay after we issue the request.

We will refund your security deposit when you've paid your bills on time for 12 consecutive months. This refund will show as a credit on your bill. If your service is terminated for any reason, we'll apply any security deposit amount, plus interest, first to your electric account, and then to any past due amount owed for additional products or services, including non-commodity products or services. If the result is a credit balance, you'll receive a final bill showing the credit balance. Any remaining credit balance will be either refunded to you or transferred to your new energy company if agreed between us and your new energy company. We will send you a final bill if there is still an unpaid balance

If you pay us a security deposit, you'll receive interest on it once a year. The interest rate is set by the PUCT in December of the preceding year. If we hold the deposit for less than a year, we'll prorate the interest and pay it based on the number of months we held the security deposit. No interest will be paid on security deposits held for fewer than 30 days.

BILLING AND PAYMENT TERMS: You will receive one monthly bill from OUR ENERGY. Your payment on all bills is due within 16 days of the billing date. Your monthly bill will contain an all-in-price, which includes a monthly customer charge, the cost of generating electricity, kilowatt-hour usage and delivery of the electricity to your business, excluding all applicable federal, state and local taxes.

From time to time, your bill could include nonrecurring charges or other fees from your TDSP and us. For a list of these and other charges, please see the section called "Itemization of Non-Recurring Charges." We may transfer any outstanding balance from your previous accounts with OUR ENERGY to your current account. We will identify the delinquent balance and specific account or address on the bill. If you decide to keep a single electric service account for more than one service address, you'll be responsible for full payment on the entire account within 16 days of the billing date. If you want to reapply for electric service from OUR ENERGY, and you still owe us money from a previous account, you must pay that amount in full, plus a security deposit, before continuing service with OUR ENERGY.

OUR ENERGY has the right to include on your monthly bills any charges or credits necessary to correct: (1) previous estimated bills, (2) billing errors, (3) meter read errors, (4) miscalculations of taxes and (5) any other errors or omissions, to the extent permitted by PUCT rules or applicable law.

We are not responsible for notifying you of bounced checks or returned electronic payments. We may use consumer reporting agencies to report and retrieve your credit information or that of any other responsible person. We may also use debt collection agencies to collect any unpaid balances on your account. We, or anyone acting on our behalf, reserve the right to assess and collect from you, as a current or former customer, or other responsible persons any and all costs, fees or charges related to the collection of delinquent balances, including but not limited to commissions, costs and fees incurred when recovering outstanding balances through the use of any collection agency.

If actual charges are not available to OUR ENERGY at the time of preparation of your invoice, OUR ENERGY reserves the right to bill you on good faith estimates of charges for the month. If estimated charges are included on your invoice, they shall be identified as such and shall be reconciled against actual charges once OUR ENERGY has received such actual charges.

ITEMIZATION OF NON-REOCCURRING CHARGES:

TRANSACTION	TYPE	CENTERPOINT	ONCOR	AEP	TNMP
MOVE-IN	3-5 DAYS	\$16.00	\$18.00	\$37.00	\$54.00
PRIORITY	< 2 DAYS	\$42.00	\$97.00	\$54.00	\$69.00
SWITCH	ON CYCLE	NONE	NONE	NONE	NONE
SWITCH	OFF CYCLE	\$6.00	\$6.00	\$16.00	\$27.00
DISCONNECT	NON PAY	\$55.00	\$55.00	\$58.00	\$66.00
RECONNECT	NON PAY	\$55.00	\$55.00	\$58.00	\$66.00
METER	TEST	\$45.00	\$45.00	\$111.00	\$126.00
METER	RE READ	\$6.00	\$6.00	\$17.00	\$27.00
SERVICE	8AM/5PM	\$45.00	\$45.00	\$70.00	\$62.00

OTHER NON-REOCCURRING CHARGES: You may also be charged fee for Insufficient funds or Returned Checks: \$25. We may also charge Late Fee: 5% of past due balance unless you're qualified to receive a low-income discount as required under the Public Utility Regulatory Act § 39.903(h).

BILL PAYMENT OPTIONS/PAYMENT ARRANGEMENT PLANS: Bill Payment Options let you pay your monthly bills through a variety of options: (1) on our website (under the "OUR ACCOUNT" feature); (2) by mail; (3) by completing the OUR ENERGY Automated Payment Program form that allows direct debit from a checking or a savings account; (4) by using a debit/credit card; (5) in person at one of our authorized pay stations; (6) by calling us at 1-888- 545-4687. A charge may apply for making a payment at an authorized pay station.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

If you make a payment on a delinquent balance at either an authorized pay station, or by using a debit/credit card, you should call an OUR ENERGY Customer Care Representative toll-free at 1-888-545-4687 to verify the payment. This could help you to avoid having your electricity disconnected.

SPECIAL PAYMENT ARRANGEMENT PLANS may be available based on your qualifications and eligibility. Here are some examples: Budget Billing Program allows you to pay about the same amount for the electric service portion of your bill each month and is reviewed each quarter to see if any adjustments are necessary based on how much electricity you're actually using. If you are over or under the monthly Budget amount by \$15 based on usage, an adjustment may be made. The program is available to anyone whose OUR ENERGY account has no unpaid balance, regardless of credit history. To enroll, you need 12 months of actual or estimated usage history at your current residence.

The average energy charge is calculated by using actual or estimated 12 months' kWh usage multiplied by your current price per kWh, divided by twelve (12) months. Periodically or at least once in one year, OUR ENERGY will review your account to see whether there is an overbilling or under billing on your account. We will credit your account for any overbilled amount or bill you for any under billed amount. Then, we'll recalculate your monthly Budget billing amount to determine your new monthly payment amount for the next twelve months. Failure to pay your monthly bill on or before the stated due date may result in OUR ENERGY cancelling your participation in the average billing plan.

Deferred Payment Plan is an extended payment plan that lets you pay past due bills in installments over a period of time. Before starting a Deferred Payment Plan, we may ask you to pay a small down payment (no more than 50% of the amount due). We may also ask you to pay the balance owed on the Deferred Payment Plan in equal amounts over no fewer than five billing cycles. If you establish a Deferred Payment Plan, we'll confirm the details of the plan in writing or on the phone.

Discounts through LITE-UP Texas Discount Program were reinstated by the Texas Legislature to provide discounts to eligible customers during the summer months. If you think you qualify, for the Low-Income Discount apply directly to LIDA by calling 1-800-241-7011. Application forms are also available on the PUC Web site at <http://www.puc.state.tx.us/consumer/lowincome/Assistance.aspx>.

Our Energy offers each Customer the opportunity to voluntarily contribute to a bill payment assistance program for qualified residential Customers. You may find more information about Our Energy's bill payment assistance program on your billing statement.

TERMINATION OF AGREEMENT AND DISCONNECTION OF SERVICE: If you breach this Agreement for nonpayment or otherwise, OUR ENERGY may terminate this Agreement and have your electricity disconnected. OUR ENERGY will give you no less than a 10-day written notice before terminating your Agreement and disconnecting your service in the event of non-payment. If we terminate this Agreement for any reason, you are still responsible for paying all outstanding bills. If you miss a payment or if we do not receive your payment by the bill due date, we will send you a disconnection notice no sooner than the first day after the bill was due. After we issue a disconnection notice, you have two options available before the notice "due date": (1) you can contact us to find out if you qualify for a payment arrangement or (2) you can pay us the full balance due.

Otherwise, your electricity may be disconnected. You would then be liable for all fees and charges associated with any disconnection and reconnection of service. For more details, see "Typical Fees and Charges" and "Your Rights as a Customer." If you choose to maintain a single electric service account for more than one service address and you miss a payment for any of the service addresses, then all service addresses associated with that account may be included in the disconnection notice and subject to disconnection.

In the event that you have more than one agreement with OUR ENERGY for service to ESI IDs not receiving service under this Agreement, any failure to pay under another agreement with OUR ENERGY will constitute a default under this Agreement and shall give OUR ENERGY the right to terminate this Agreement and seek any other remedy available to OUR ENERGY at law or in equity.

DISCRIMINATION: OUR ENERGY will not deny service or require a prepayment or a security deposit for electric service based on a customer's race, religion, creed, color, national origin, ancestry, gender, marital status, lawful source of income, level of income, disability, familial status, location of a customer in a distressed geographic area, or qualification for low-income or energy-efficiency programs and services. In addition, OUR ENERGY will not use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service. subject to all of the provisions of PUCT rules and regulations now existing or hereafter adopted.

CHANGES TO TERMS OF SERVICE: Our Energy may make non-price related changes to this Agreement by providing you with advance notice, with the exception that we cannot change the length of your contract term. We will notify you at least 14 days before the change is applied to your bill or otherwise takes effect. You have the right to terminate your contract without penalty if you request to terminate your contract within 14 days after the notice of change is sent. If you do not cancel your contract within that 14-day period, the change will become effective on the date stated in your notice. Notice is not required for a change that benefits you.

FORCE MAJEURE: We will make commercially reasonable efforts to provide your electric service but do not guarantee a continuous supply of electricity. Certain causes and events are out of our reasonable control and may result in interruptions in service. We do not transmit or distribute electricity. We are not liable for damages caused by acts of God, changes in laws, rules, or regulations or other acts of any governmental authority (including the PUCT or ERCOT), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the TDSP, or any other cause beyond our reasonable control.

LIMITATIONS OF LIABILITIES: LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER OF US WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. WE ARE 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 AGREEMENT.

REPRESENTATIONS AND WARRANTIES: THE ELECTRICITY PROVIDED UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARD OF THE APPLICABLE TDSP AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. OUR ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND OUR ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MISCELLANEOUS: This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Texas, and to the extent consistent with applicable law, venue shall be proper only in Harris County, Texas. The provisions of the Uniform Commercial Code (“UCC”) shall apply to this Agreement and electricity shall be a “good” for purposes of the UCC. The Uniform Commercial Code can be viewed at the following website: <http://www.statutes.legis.state.tx.us/?link=BC>

Any failure on our part to enforce any of the terms of this Agreement or to exercise any right under these terms and conditions shall not be considered a waiver of our right to enforce each and every such term or exercise such right or any other right under these terms and conditions.

You may not assign this Agreement without our prior written consent. We may: (a) transfer or sell this Agreement or your account in connection with any financing; (b) transfer this Agreement to any of our affiliates; (c) transfer or assign this Agreement to anyone succeeding to all or substantially all of our assets or of our business segment; (d) transfer this Agreement to another PUCT-certified REP; and (e) transfer this Agreement to our supplier of certain physical and/or financial commodities or one of that supplier’s PUCT-certified REP affiliates. After assignment, we will have no further obligations under this Agreement.

AVAILABILITY OF PROVIDER OF LAST RESORT (POLR): If your electric service is terminated or disconnected, you may obtain services from another REP or the POLR. The POLR offers a basic, standard retail service package at a fixed, non-discountable rate. You may call 1-866-PWR-4-TEX or visit www.powertochoose.org for more information about the default POLR in your area.