

CLEARVIEW ELECTRIC SALES AGREEMENT – TEXAS PRE-PAY, RESIDENTIAL

Thank you for choosing Clearview Electric (“Clearview”) to be your retail electric provider (“REP”). This Terms of Service Agreement (the “Agreement”) explains the terms and conditions that apply to your agreement to purchase electric service from Clearview for the point(s) of delivery you enrolled on the electric service plan specified in the Electricity Facts Label (“EFL”) that is incorporated into this Agreement by reference. Each point of delivery is identified by an individual Electric Service Identifier (“ESI ID”). You understand and agree that accepting electric service from Clearview binds you to all of the provisions contained in this Agreement and the EFL and that you will pay for all electricity provided to you by Clearview under the terms and conditions of this Agreement and the EFL.

Contact Information:

Name of Provider: Clearview Electric Certificate Number: 10129
Mailing Address: P.O. Box 7310 Dallas, Texas 75209
Customer Assistance: 1800-527-3233 (24 hrs/day, 7 days/week) Fax: 1-800-527-3231 (toll free)
Service Outage Reporting: Oncor Service Area (Dallas) 1-888-313-4747 (toll free) (24 hrs/day, 7 days/week)
Centerpoint Service Area: (Houston):1800-332-7143
Internet Address: www.clearviewenergy.com
E-mail Address: customerservice@clearviewenergy.com

Pricing:

The Electricity Price section of the EFL details the price for electric service for the ESI ID(s) covered by this Agreement. You will be paying an estimated amount each month to cover the cost of your electricity usage in the coming month. Electricity charges will be totaled per kilowatt at the end of each month using a competitive market rate. At the end of this Agreement Term (6 months), Clearview will perform a “true up” and the difference between the total pre-paid estimate amount and kilowatt usage will be determined. During the Agreement Term, Clearview may adjust the monthly pre-paid estimate in order to accurately reflect the customer’s monthly usage.

The price shown on the EFL does not include any taxes, non-recurring fees charged by the Transmission and Distribution Service Provider (“TDSP”) serving the ESI ID(s) covered by this Agreement, or other Clearview Electric nonrecurring service fees identified in this Agreement. If nonrecurring fees are charged, they will be listed separately on your bill. Non-recurring TDSP fees will be based on the TDSP’s PUCT-approved tariff for retail delivery service and may change during the term of this Agreement if the PUCT approves changes in such fees. The TDSP fees may include, but are not limited to, a new service initiation fee, connection fee, fee for any meter reading performed outside the normal cycle, disconnection fee, and/or re-connection fee.

Agreement Term and Renewal:

The Minimum Term of this Agreement is specified in the EFL. If your electric service plan includes a Minimum Term, upon expiration of the Minimum Term this Agreement will automatically renew on a month-to-month basis, unless either party terminates the Agreement as specified in the Termination of Agreement section of this Agreement.

Change in Terms and Conditions:

Clearview Electric may propose a material change to the terms and conditions of this Agreement by providing you with forty-five (45) days advanced written notice to your billing address. Upon receiving any such notice, you will have the right to decline the change without incurring a fee by choosing another plan offered by Clearview Electric for which you are eligible or choosing another REP. If you do not choose another plan or REP before the effective date of the material change, Clearview Electric 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. Any pricing change made in response to a change in law or regulatory charges may be made without prior notice to you and if such a change is made during a Minimum Term, may be made without your having the right to cancel without incurring a fee.

Customer’s Ability to Rescind Acceptance of Agreement:

If you are switching your electric service to Clearview Electric from another REP you have the right to rescind your acceptance of this Agreement, without fees or penalties of any kind, within three (3) federal business days (includes Saturdays) after receiving this Agreement. You may rescind either by calling 1-800-527-3233, sending a facsimile to 1-800-527-3231 (toll free) or e-mailing us at customerservice@clearviewpower.com. Please provide your name, address, phone number, ESI ID or account number, and a statement that you are rescinding your Agreement under the three-day right of rescission. If you cancel after the 3 allowed business days Clearview reserves the right to charge you with an early cancellation fee as described in the Termination section of this Agreement.

Non-Discrimination Policy:

Clearview Electric will not deny service or require a prepayment or deposit for service based on a customer's/applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.

Eligibility and Deposits:

We do not deny service based on your credit score. However, you may have to provide an initial deposit before receiving electricity service if you cannot demonstrate satisfactory credit. Clearview Electric will determine eligibility and whether or not a deposit is required in compliance with §25.477 and §25.478 of the PUCT Substantive Rules and Tex. Util. Code §17.008. An initial deposit may be required to continue to receive electricity service, if you have been late paying your bill more than once during the last 12 months or your service has been disconnected for non-payment. You may be required to provide an additional deposit to continue to receive electricity service if (1) your average annual electric service bill for the last 12 months is at least twice the amount of the original estimated annual bill, and (2) a notice for termination or disconnection has been issued in the previous 12 months. If a deposit is required, the total amount of your deposit will not exceed an amount equal to the greater of either (1) the sum of the next two months estimated billings, or (2) one-fifth of the estimated annual billing. You will not be required to pay an initial deposit if you are at least 65 years of age and you do not have a current delinquent balance with your current REP, or 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). Customers who qualify for the low-income rate reduction program may pay a required deposit that exceeds \$50 in two equal installments.

If you are required to pay an initial deposit, you may also be able to have the deposit waived by providing Clearview Electric with a payment history letter from your previous REP showing that you are not currently delinquent in payment and were not late in paying a bill more than once during the last twelve (12) consecutive months of service. Please contact Clearview Electric for further information if you believe you may be eligible for one or more of these options.

If Clearview Electric holds a deposit for thirty (30) days or longer, the deposit will accrue interest at an annual rate established by the PUCT. At a minimum, payment of any accrued interest will be made annually upon customer request or at the time the deposit is returned or credited to the customer account. A deposit and any accrued interest will be refunded as a credit to the electric bill after all bills are fully paid for twelve (12) consecutive months with no late payments. Clearview Electric will also refund deposits and accrued interest, less any outstanding balance owed for electric service, upon closing of the applicable account with Clearview Electric.

Billing and Payment:

Clearview Electric will bill you for your electric service on a monthly basis unless service is provided for a period of less than a month. Bills may be issued less frequently or may be sent electronically if you and Clearview Electric agree to such an arrangement.

Clearview Electric will not charge a fee to issue a standard bill that complies with the bill content requirements of PUCT Substantive Rule §25.479 that is sent by U.S. mail; however, Clearview Electric may charge a fee or give a discount if you and Clearview Electric agree to a non-standard bill or delivery arrangement.

Your monthly billing period is approximately thirty (30) days. Clearview Electric will issue bills no later than thirty (30) days after obtaining usage and other billing information from the TDSP, unless validation of such information delays billing beyond thirty (30) days. Clearview Electric may bill you based on estimated usage and associated charges if the TDSP does not provide your meter readings and/or other billing information on a timely basis. In such an event, Clearview Electric will identify usage and/or charges as "estimated" on your bill. You will be billed for all of the electricity you consume, or are estimated to consume, during your monthly billing period at the rate that is in effect on the date your meter is read at the end of each billing period.

Your bill is due upon receipt and payment will be delinquent if it is not received by the sixteenth (16th) day after the bill is issued. Failure to pay a bill may result in disconnection of your electric service and termination of this Agreement after Clearview Electric provides proper notice. If you choose not to pay the amount due or do not make acceptable payment arrangements, Clearview Electric may use 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.

Special Payment Arrangements:

If you cannot pay on time, call Clearview Electric right away. We may allow you to pay an outstanding bill after the due date. A special payment arrangement may include a five percent (5%) penalty for late payment. If you do not fulfill the terms of the special payment arrangement, your electric service may be disconnected and this Agreement may be terminated, after proper notice.

Deferred Payment Plan:

Pursuant to PUCT Substantive Rule §25.480(j), if you are unable to pay your bill you will qualify for a deferred payment plan upon request, unless:

- You have been issued more than two disconnection notices during the past 12 months; or
- You have taken service from Clearview Electric for less than three months and you lack sufficient utility payment data or a satisfactory payment history with your previous REP.

A deferred payment plan may require you to make an initial percentage payment of the outstanding balance to initiate the agreement, with the remaining balance paid in equal installments. If you have received a disconnection notice and expressed an inability to pay, any deferred payment plan will include an initial payment not to exceed 25% of the delinquent balance and will allow the remaining balance to be paid in equal installments over a maximum of three (3) billing periods. A deferred payment plan may include a 5% penalty for late payment. If the terms of the deferred payment plan are not fulfilled, your electric service may be disconnected and this Agreement terminated, after proper notice. Clearview Electric will offer a deferred payment plan to a customer who has been underbilled by \$50 or more and, upon request, to any customer who is unable to pay their bill during an extreme weather emergency.

Bill Payment Assistance:

An energy assistance program is available to customers who have severe financial hardships and temporarily may be unable to pay their bills. Please call your local health and human services department or the Texas Department of Housing and Community Affairs for additional information.

Low-Income Rate:

Rate discounts are available for low-income customers that have been qualified by the Low-Income Telephone & Electric Utilities (LITE UP) Texas Program, subject to funding approved by the Texas Legislature. Contact a LITE-UP Texas Representative 1-866-454-8387 toll-free at (866) 4-LITE-UP or (866) 454-8387 with questions.

Transfer of Delinquent Balances or Credits:

If you have an outstanding balance or credit owed to Clearview Electric that is due from a previous account with Clearview Electric for the same class of service and is identified after you enroll for service, that balance will be transferred to your current account with Clearview Electric. This previous delinquent balance amount and account number, or address, will be shown separately on your current bill for electric service.

Critical Care Customers:

If an interruption or suspension of your electric service will create a dangerous or life-threatening condition, you may qualify as a critical care residential customer. Upon request, we will provide to you the PUCT's standardized Critical Care Eligibility Determination Form, which you must complete and return to us as more fully described in the form. The critical care designation is valid for one year, and we will send you a renewal application prior to expiration of your designation.

Service Fees:

The service fees listed below will be identified separately on your bill, if charged:

- Late payments or delinquent or past due balances may result in a penalty of five percent (5%) of the current month's past due amount.
- Clearview will charge a \$25 Reconnection Fee if after a disconnect customer requests reconnection of service.
- Clearview Electric may charge a \$25 insufficient funds fee for each payment that is not processed due to insufficient funds or other bank return.
- Upon request, Clearview Electric will provide you with additional bill copies, duplicate bills, payment reference letters or summary billing, for which a \$2 charge for each service may be applied.
- There may be additional service fees associated with your particular electric service plan, which will be located in the Electricity Price section of the EFL.
- If applicable, an early cancellation fee of \$270 may be charged, as described in the Termination of Agreement by Customer section of this Agreement and in the EFL.

Termination of Agreement:

Either party has the right to cancel upon 30 calendar days notice prior to the end of the Minimum Term or at the end of this Renewal Term, as applicable.

By Clearview Electric

In addition to any other rights of termination allowed under this Agreement or applicable law, Clearview Electric may terminate this Agreement without penalty, after providing proper notice, if we decline to renew this Agreement. Clearview Electric may also terminate this Agreement if your electric service is disconnected. In this event, you may apply to reenroll for electric service with us under the terms of service of another electric service plan for which you may be eligible or contact another REP directly to have your electric service reestablished.

By Customer

A customer on an electric service plan that has a Minimum Term has the right to terminate this Agreement during the Minimum Term with respect to any of the individual covered ESI ID(s) without incurring a fee if Clearview Electric notifies the customer of a material change in the terms and conditions of this Agreement, as discussed in the Change in Terms and Conditions provision of this Agreement.

If a customer on an electric service plan that has a Minimum Term terminates this Agreement with Clearview Electric for any covered ESI ID before the end of the Minimum Term for such ESI ID for any reason other than those listed above, or if Clearview Electric terminates this Agreement with respect to any ESI ID(s) because electric service to such ESI ID(s) has been disconnected, the customer may be charged an early cancellation fee as detailed in the customer's EFL.

Disconnection of Service – Without Notice:

Clearview Electric may, at any time, authorize disconnection of a customer's electric service without prior notice where any of the following conditions exist:

- A known dangerous condition exists (the disconnection may continue until the condition no longer exists).
- Service is connected without authority by a person who has not applied for service.
- Service is reconnected without authority after disconnection for nonpayment.
- There has been an attempt to bypass the meter or tamper with other TDSP equipment.
- There is evidence of theft of service.

Disconnection of Service – With Notice:

Clearview Electric has the right to authorize the disconnection of a customer's electric service, following proper notice, if:

- The customer fails to pay a bill owed to Clearview Electric for electric service or fails to make deferred payment arrangements on or before the disconnection date stated on the "Disconnect Notice." This includes amounts billed to a customer who is a "guarantor" for another customer who defaults in their payment to Clearview Electric, up to and including the amount the guarantor customer agreed to in the written guarantee agreement.
- The customer fails to pay a required deposit by the date stated on the request for deposit.
- The customer fails to comply with the terms of a deferred payment agreement.
- The customer fails to comply with the terms of a payment arrangement other than a deferred payment agreement.
- The customer attempts to pay a bill with a check or electronic funds transfer (including automatic bank draft) that is not processed by the bank due to insufficient funds or other bank return.
- The customer interferes with the electric service of others or operates non-standard equipment and Clearview Electric has made a reasonable attempt to contact the customer to inform them of the situation and has provided the customer with a reasonable opportunity to remedy the situation.
- The customer fails to provide the TDSP with access to a meter in order to obtain a meter reading for three consecutive months.

If your service is disconnected, you will be required to pay any past due amounts owed to Clearview Electric as well as any required deposit and fees before reconnection of electric service with Clearview Electric.

Termination of this Agreement or disconnection of your electric service does not excuse you from paying any outstanding amounts owed to Clearview Electric. If this Agreement is terminated, all amounts owed by you to Clearview Electric, including early cancellation fees if applicable, shall become immediately due and payable. Your obligations to Clearview Electric will continue until you have paid all amounts due and owing under this Agreement.

Dispute or Complaints:

Please contact us if you have specific comments, questions, complaints or billing inquiries. Our friendly, knowledgeable Customer Care Advocates are trained to research and resolve any customer inquiry you may have. You may also contact the PUCT. Please refer to the "Your Rights as a Customer" document for more information.

Force Majeure:

Clearview Electric will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Clearview Electric's control ("Force Majeure events") may result in interruptions in service for which Clearview Electric shall not be liable. Clearview Electric does not generate, transmit or distribute electricity. Therefore, Customer agrees that Clearview Electric shall not be liable for damages caused by Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, non-performance by the local distribution utility, or any cause beyond Clearview Electric's control, including but not limited to deficiencies in the operations of electricity generation, transmission, or distribution facilities.

LIMITATION OF LIABILITY:

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER CLEARVIEW ELECTRIC NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. 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 SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE TDSP AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. CLEARVIEW ELECTRIC MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ASSIGNMENT:

A customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Clearview Electric, which consent may be withheld or granted at the discretion of Clearview Electric.

MISCELLANEOUS:

This Agreement constitutes the entire agreement between you and Clearview Electric concerning your agreement to purchase electricity for the covered ESI ID(s) and supersedes any prior agreements. There are no prior or contemporaneous agreements or representations affecting this agreement other than those expressed in these documents. No amendment, modification or change herein shall be enforceable unless reduced to writing. Notwithstanding anything to the contrary, if any provision of this Agreement is deemed to be invalid, illegal or otherwise unenforceable, you and Clearview Electric agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If any such provision cannot be modified in a manner that would make it valid, legal and enforceable, such provision shall be severed from this Agreement, and all other provisions hereof shall remain in full force and effect. Any failure on Clearview Electric's part at any time to enforce any term or condition of our service or to exercise any right under this Agreement shall not be considered a waiver of our right thereafter to enforce each and every such term and condition or to exercise such right or any other right under this Agreement.