

**LETTER OF AUTHORIZATION
COMMERCIAL SALES**

This letter of authorization (the "LOA" together with its Facility Attachment, the Terms of Service ("TOS"), the Electricity Facts Label ("EFL"), if applicable, and Your Rights as a Customer document ("YRAC"), if applicable, constitute the Electricity Supply Agreement (collectively, this "Agreement") entered into by and between **Freepoint Energy Solutions LLC** ("Seller" or "we") and the customer party identified below ("Customer" or "you"), effective as of the date this Agreement is executed by Seller ("Effective Date"). For the avoidance of doubt, the Parties agree that the EFL and YRAC apply to Customer only if Customer is a Small Commercial Customer (as defined in Section 25(cc) of the TOS).

Customer Information

Customer Name (legal entity name): <i>(Required)</i>	DBA (if applicable):	Federal Tax ID: <i>(Required)</i>	Tax Exempt: <input type="checkbox"/> <i>(check if applicable)</i>
Contact Person: Name: <i>(Required)</i>	Title: <i>(Required)</i>		
Contact Information: Phone: <i>(Required)</i>	Email: <i>(Required)</i>	Fax:	
<input type="checkbox"/> Please check this box if you are a Small Commercial Customer and wish to receive information in Spanish. If the box is left unchecked, you will receive information in English.			
Address for Notices:	Street: <i>(Required)</i>	City: <i>(Required)</i>	State: <i>(Required)</i>
			Zip: <i>(Required)</i>

Contract Information

Product: <input type="checkbox"/> Fixed Rate	Energy Charge: ¢ /kWh
Estimated Start Date: see Facility Attachment	Term: months
Broker:	

Seller reserves the right to not enter into this Agreement in its sole discretion including if: (i) the information provided by Customer is incomplete or inaccurate, (ii) the Energy Charge listed above was not authorized by Seller or rates have changed based on market conditions, or (iii) Customer does not meet Seller's credit approval criteria.

Customer understands and acknowledges that the Energy Charge specified above does not include the TDU Delivery Charges, which will be passed through at cost and appear on the Customer's bill as a separate line item. If Customer is a Small Commercial Customer, the Average Price paid by Customer will be the sum of the Energy Charge and the TDU Delivery Charges as specified in the EFL, which is attached to this LOA. Please refer to Section 4 of the TOS and the EFL for details.

The undersigned acknowledges and agrees on behalf of Customer that (i) the information set forth in the Facility Attachment is true, complete and accurate; (ii) if Customer is subject to a cash deposit or other collateral and is a Small Commercial Customer, the deposit will not exceed an amount equal to twice the highest estimated monthly bill plus 10%; (iii) unless the Agreement is terminated for a reason expressly permitted by this Agreement, Customer may be subject to a penalty for its early termination equal to the positive difference, if any, between the Contract Value and current Market Value, plus Seller's Costs, all as further described in Sections 11 and 25 of the TOS; (iv) Seller may provide contract-related notices, including disconnection notices and contract expiration notices, electronically; (v) Seller or its service providers may use the phone number specified above to contact Customer, including by automatically dialed calls, text messages or calls that use an artificial or prerecorded voice, regarding any account, billing or service related matter; (vi) Seller will pass through to Customer any switching fees assessed by the TDU; and (vii) Customer will comply with all terms and conditions of this Agreement.

If you are a Small Commercial Customer and move from a Facility supplied hereunder and provide a forwarding address and reasonable evidence attesting the move, you will not be subject to a Termination Payment for such Facility. You will, however, remain obligated to pay us for the electricity supplied prior to the effective date of such termination.

By signing below, the undersigned acknowledges that he/she (i) has read and understand all contract documents, including this LOA and the TOS; (ii) is at least 18 years of age and legally authorized to establish new service with, or change Customer's current retail electric provider ("REP") to, Freepoint Energy Solutions for the service address(s) listed in the Facility Attachment; (iii) authorizes Freepoint Energy Solutions to become Customer's new REP and perform the necessary tasks to establish service with Freepoint Energy Solutions for the service address(s) listed in the Facility Attachment; (iv) is authorizing Freepoint Energy Solutions to obtain Customer Data from the TDU, including billing and payment history, historical and expected electricity usage, meter readings and characteristics of electricity service for each Facility; and (vi) has been duly authorized by all necessary action to execute this Agreement in accordance with Customer's governing documents.

This Agreement shall not become binding and effective until it is executed or verbally authorized via TPV by Customer and executed by Seller.

Customer:	FREEPOINT ENERGY SOLUTIONS LLC
Signature: _____	Signature: _____
Date: _____	Date: _____
Name: _____	Name: _____
Title: _____	Title: _____

If you are a Small Commercial Customer (as defined in Section 25(cc) of the TOS) and are making a Switch Request, you have the right to cancel this Agreement within 3 federal business days after receiving the TOS, without fee or penalty of any kind. You will receive a written copy of the TOS that will explain the terms of the Agreement and how to exercise the right of rescission, if applicable.

Version TX_MATRIX/SCOM_LOA_05.09.2022

**ELECTRICITY SUPPLY AGREEMENT
Letter of Authorization - Facility Attachment**

This Facility Attachment supplements and forms a part of the LOA.

Customer Name:

Bill Option: Seller will generate an invoice either as Account Level Billing or as Summary Billing, as selected by Customer below. If no selection is made or if no Billing Address is provided, Seller will use Account Level Billing.

- Account-Level Billing (ALB) – each Facility will have a separate invoice generated and sent to each Facility’s service address, unless a Billing Address is specified below.
- Summary Billing (SB) – one invoice for all Facilities sent to the Billing Address specified below.

Billing Address: **Street:** **City:** **State:** **Zip:**

Facilities

TDU Name	ESI ID	Service Address	Estimated Start Date* (mm/dd/yyyy)	Start Date Type		Transaction Type**	
				SELECT ONE		SELECT ONE	
				Meter Read Date	Calendar Date	Switch	Move In
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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*The Estimated Start Date is approximated to occur on the calendar date specified above (“**Calendar Date**”) or the meter read date during or after the month specified above (“**Meter Read Date**”), depending on the Start Date Type selected by Customer. If Customer has selected a Calendar Date for the Start Date Type, Seller must receive the signed LOA at least 4 Business Days before such date. If no selection is made, Seller will process the Agreement as if a Meter Read Date had been selected. Notwithstanding the foregoing and for the avoidance of doubt, the Parties agree that the Flow Date is the date when the applicable TDU has completed all required enrollment processes enabling Seller to start the supply of electricity to the Facility.

**Transaction Type: TDU Delivery Charges may apply for a Move In request. If no selection is made, Seller will process the Agreement as a Switch Request, unless different information is made available by the TDU.

By signing below or by verbal authorization via TPV, Customer confirms that all information set forth in this Facility Attachment is true, complete and accurate.

Customer: _____
 Signature: Date: _____
 Name: _____
 Title: _____

FREEMPOINT ENERGY SOLUTIONS LLC _____
 Signature: Date: _____
 Name: _____
 Title: _____

**ELECTRICITY SUPPLY AGREEMENT
TERMS OF SERVICE - SMALL COMMERCIAL SALES**

- 1.
2. **Overview:** These Terms of Service supplement and form a part of the Agreement between Seller and Customer. Seller agrees to sell and Customer agrees to buy Customer's full electricity requirements for each Facility. Title and risk of loss to electricity shall pass from Seller to Customer at the relevant Delivery Point(s). Seller will arrange for the delivery of electricity by the relevant TDU to each Facility.

If you are a Small Commercial Customer (as defined in Section 25(acc) of the TOS) and are making a Switch Request, you have the right to cancel this Agreement within 3 federal business days after receiving the Terms of Service, without fee or penalty of any kind. To rescind please call us at 1-800-982-1670 at or e-mail us at CustomerRelations@freepointsolutions.com. When you are making a rescission request, please provide the Customer name, phone number or e-mail address, the ESI ID and service address of the Facilities for which the rescission request is made and specify that you are rescinding the Agreement. As used in this Agreement, "Switch Request" means the process by which a person changes REPs without changing premises.

A Small Commercial Customer does not have the right to rescind in connection with a "Move-In Request", which is a request for service to a new premise where a customer of record is initially established or to an existing premise where the customer of record changes.

3. **General Information:**
Seller is licensed as a REP by the Public Utility Commission of Texas (the "Commission" or "PUCT") under Certificate no. 10248. Switching to Seller will not impact Customer's electric service reliability. If Customer has any questions or concerns about this Agreement or its electric service, please contact Customer Service as follows:
3500 Post Oak Blvd., Suite 1330, Houston TX 77056
www.freepointsolutions.com
Customer Service Toll Free Number: 1-800-982-1670
Customer Service Hours: Business Days from 8:00AM to 5:00PM Central Time
Customer Service Email: CustomerRelations@freepointsolutions.com

This Agreement is available in Spanish by contacting us at 1-800-982-1670 or CustomerRelations@freepointsolutions.com. *Usted puede obtener su contrato comunicándose con nosotros al 1-800-982-1670 o CustomerRelations@freepointsolutions.com.*

4. **Term:** This Agreement will become effective on the Effective Date. Seller shall endeavor to start deliveries of electricity to the Facility(ies) on or about the Estimated Start Date specified in the Facility Attachment. However, Customer acknowledges that (i) the Flow Date is dependent upon Customer providing accurate and complete information and the relevant TDU confirming to Seller that it has completed all required enrollment processes and (ii) if enrollment processes are completed by a TDU after the date specified in the Facility Attachment, the Flow Date will occur as soon as practicable after the enrollment processes are completed by the TDU, without Seller incurring any liability for such delayed start. The end date of electric service for each Facility on the Facility Attachment is calculated from the Estimated Start Date for each Facility plus the number of months in the Term, regardless of when the enrollment processes are completed by the TDU. After the expiration of the Initial Term, Seller may continue to serve Customer pursuant to a default renewable product on a month-to-month basis, until the Agreement is terminated by either Party by giving the other Party a 30 days' prior Notice. If Customer is a Small Commercial Customer, a contract expiration notice will be sent to Customer at least 14 days prior to the end of the Initial Term.
5. **Price:** During the Initial Term Customer will be billed the Energy Charge for the generation service provided by Seller. The Energy Charge does not include TDU Delivery Charges. If Customer is a Small Commercial Customer, its average price during the Initial Term will be the sum of the Energy Charge and the TDU Delivery Charges, as specified in the EFL (such price, the "Average Price"). The Average Price does not include Non-Recurring Charges (as defined in Section 25(w) hereof), Securitization Uplift Charges and Taxes. The Average Price may vary based on Customer's actual usage or load factor and as specified in Section 9 hereof. If Seller continues to provide electric service after the expiration of the Initial Term, Customer will be charged a default renewal product, which will be Seller's then-available variable price ("Default Charge"), which may change monthly as determined by Seller in its sole discretion. If Customer is a Small Commercial Customer, Customer will receive a new EFL together with the contract expiration notice, which will provide more information about the Default Charge, including its initial rate, and the applicable price. Seller will post the Default Charge and related price applicable to Small Commercial Customers after the expiration of the initial term of their contract on its website. Customer may inquire about the Default Charge by contacting Seller as provided in the Section 2 above.
6. **Billing and Payment:** For each billing cycle during the term, Customer will receive a bill from Seller which will show the Seller Charges and the TDU Delivery Charges. Customer will be charged for each Facility an amount equal to the sum of (i) Customer's kWh consumption of electricity at such Facility during each billing cycle (per the meter reading reported by the TDU or as reasonably estimated by Seller) multiplied by the Energy Charge or the Default Charge, as applicable, (ii) any Non-Recurring Charges, (iii) PUC Assessment, (iv) Securitization Uplift Charges, and (v) the applicable Taxes (collectively, the "Seller Charges"). Depending on the bill format, Non-Recurring Charges or charges assessed pursuant to Section 9 below may appear on Customer's bill as a line item or price adjustment. Seller reserves the right to pass through to Customer any Administrative Fees including switching fees assessed by the TDU in connection with out-of-cycle meter reads for self-selected switch requests, service order cancellations or changes associated with the switching of service or the establishment of new service.

Customer agrees to remit payment of all amounts reflected on the bill directly to Seller no later than 20 days from the date of billing. All payments are to be mailed to PO Box 733615, Dallas, TX 75373-3615. Unless agreed otherwise, the electricity bill may cover multiple Facilities, if applicable. Unpaid balances for electric service that are not received by the due date specified on the invoice will be subject to a one-time late payment penalty of 5% (the "**Late Payment Penalty**"). Seller will charge a \$35 return check fee for all returned checks (the "**Insufficient Funds Fee**"). Seller is not responsible for notifying Customer of any failed or returned payments. Seller may apply any credit balance on a particular Facility to a balance owed on any other Facility supplied by Seller. Seller will include or cause to be included in any subsequent bill from Seller, adjustments related to previous billings, including estimates, billing or meter read errors, or other errors or omissions.

If Customer disputes any bill, Customer must pay any undisputed portion of the bill by the applicable due date. If the unpaid, disputed portion of the bill is subsequently resolved in favor of Seller, the Interest Rate will be applied to such unpaid amounts. Seller may order disconnection of any or all Facilities supplied hereunder for non-payment. Customer shall be responsible for the costs of all collection activity, including reasonable attorneys' fees and disbursements incurred by Seller in enforcing the terms of this Agreement ("**Collection Fees**"). Seller cannot anticipate the amount of the Collection Fees. If Customer is a "government entity" as defined in the Prompt Payment Act, Tex. Government Code, Chapter 2251 ("**PPA**"), then any payment or billing related matters, including payment terms, billing disputes, overdue payments and interests on overdue payments will be addressed as provided in the PPA - <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2251.htm>.

7. **Alternate Billing and Payment Options:** If Customer is a Small Commercial Customer and Customer is not currently delinquent in payment to Seller, Customer is eligible for a level payment plan that allows Customer to pay an equal amount for each bill cycle of the Initial Term in accordance with the terms and conditions of the plan (the "**Level Payment Plan**"). If Customer is eligible for the Level Payment Plan, Seller will determine Customer's Forecasted Usage and will apply the Average Price plus any applicable Taxes to such usage. The expected bills will be averaged to establish the amount that Customer will pay each billing cycle ("**Level Payment Amount**"). Customer's bills will show both Customer's actual usage and actual bill amounts, but Customer will be required to pay only the Level Payment Amount for such billing cycle; provided that Customer shall also be responsible for the payment of any Non-Recurring Charges, PUC Assessment and Securitization Uplift Charges in addition to the Level Payment Amount. The cumulative difference between the Level Payment Amounts and the actual bill amounts will be reflected each month on Customer's bill. Customer is responsible for paying the Level Payment Amount each billing cycle by the bill due date, even if the bill reflects a credit balance.

Seller may review Customer's account to determine if the Level Payment Amount is still appropriate as frequently as every billing cycle and adjust Customer's Level Payment Amount for the remainder of the Initial Term to better reflect Customer's actual usage. Every 12 months or at the end of the Initial Term (if shorter) or at the time Customer opts out of the Level Payment Plan, as specified below, Seller will calculate the difference between Customer's actual bill amounts and the Level Payment Amounts to determine if an over billing or under billing has occurred during the relevant period and calculate the "**True-Up Amount**". Seller will (i) credit Customer with respect to any over-billing during the applicable period; or (ii) charge Customer for any amount that was under-billed during the applicable period. If Customer enters into a new fixed term agreement with Seller and is still eligible for a Level Payment Plan, Seller will apply the True-Up Amount over the Initial Term of that agreement and recalculate Customer's Level Payment Amount for the term of the upcoming agreement. Participation in the Level Payment Plan does not cancel Customer's obligation to pay Seller for all actual billed amounts incurred by Customer during the applicable period. Customer may opt-out of the Level Payment Plan at any time by giving Notice to Seller.

If Customer is unable to pay a bill when due, Customer should contact Seller to determine whether Customer qualifies for a deferred payment plan which, if available, would allow a Customer to pay an outstanding balance in installments that extend beyond the due date of the current bill ("**Deferred Payment Plan**"). All Deferred Payment Plans will be confirmed in writing between Seller and Customer and a copy shall be provided to Customer for its records. If Customer does not abide by the terms of the Deferred Payment Plan, Seller may terminate the Agreement and request to disconnection of Customer's electric service as further provided herein.

8. **Taxes:** The Energy Charge does not include Taxes. Seller may collect Taxes from Customer by including them on any invoice. Where the Customer claims to be tax exempt, Customer shall provide written evidence of any tax exemption to Seller and the TDU. Seller will recognize a lawful tax exemption on a prospective basis only after Customer provides proper documentation to Seller. Customer shall be liable for, and shall indemnify Seller against, any Taxes and associated interest or penalties assessed against Seller by any third party due to Customer's failure to timely provide or accurately complete any such evidence.
9. **Material Usage Change:** Customer shall provide Seller with timely Notice of any event or change in the attributes or use of any Facility that is likely to result in a load change of +/-100% and/or a change in the rate classification of such Facility (each, a "**Material Usage Change**"), in each case as compared to historical data available on the Effective Date. Examples of such event or changes may include equipment outages, shutdowns or replacements, on-site generation, openings or closings and/or changes in operating hours. If Customer is a Small Commercial Customer, Customer shall be responsible for any ERCOT charges, TDU charges and/or Additional Charges, which are attributable to such change and will be passed through to Customer as Non-Recurring Charges. If Customer is not a Small Commercial Customer, Customer shall be responsible for payment of any costs, charges and/or losses attributable to a Material Usage Change, including additional ERCOT or TDU charges.
10. **Regulatory and Price Changes:** If Customer is a Small Commercial Customer, the Average Price may change to reflect changes in the TDU charges, changes to the ERCOT or TRE administrative fees charged to loads or changes resulting from federal, state or local laws that impose new or modified fees or costs on Seller that are beyond Seller's control. If Customer is not a Small Commercial Customer and there is a

Regulatory Change, which causes Seller to incur new or additional fees, costs or charges, Seller also reserves the right to pass through the fees, costs or charges associated with the Regulatory Change at cost, without markup.

11. **Credit:** If, at any time during the term of this Agreement, Seller has reasonable grounds for insecurity with respect to Customer or its creditworthiness, Seller may require that Customer provide (in addition to any Collateral previously provided) Collateral for its obligations under this Agreement. If Customer is a Small Commercial Customer and a deposit is required, the total amount of the deposit will not exceed an amount equal to twice the highest estimated monthly bill plus 10%. If a cash deposit is held for longer than 30 days, the deposit will accrue interest from the day it was received at the interest rate established annually by the Commission. Seller will apply the deposit (together with any accrued interests) to the final bill and refund any surplus. If a deposit is refunded within 30 days of the date of the deposit, no interest payment is required. No deposit shall be required from a customer that is a governmental entity.
12. **Early Termination:** If an Event of Default occurs and is continuing with respect to Customer, Seller shall have the right to designate an early termination date (the “**Early Termination Date**”) to liquidate and terminate any or all Transactions (each, a “**Terminated Transaction**”) and calculate the Termination Payment. Seller’s sales of electric energy to Customer at each Facility shall be treated as separate transactions (each, a “**Transaction**”). In determining the Termination Payment, Seller (i) need not actually enter into replacement transactions, (ii) may utilize the Forecasted Usage or any other Customer-related information it deems relevant to determine the Remaining Usage, and (iii) may consider, among other valuations, any settlement prices of New York Mercantile Exchange electric energy futures contracts, internal curves, quotations from leading dealers in electric energy swap contracts, and other bona fide party bids and offers, which may include, on an arms’ length basis, offers from Seller’s affiliates, all adjusted for the remainder of the applicable term and basis differentials. Subject to Seller’s rights and remedies hereunder, Customer may terminate this Agreement by giving prior Notice to Seller and shall pay the Termination Payment, if any, and the Seller Charges incurred up to the effective date of termination.

Customer shall pay the Termination Payment to Seller within 5 Business Days of Customer’s receipt of a Notice with the amount thereof from Seller, provided that Seller may set off the amount of any Collateral provided by Customer and held by it under this Agreement against the amount of the Termination Payment. Seller will refund any Collateral surplus after Customer’s obligations to Seller have been paid in full. If the Termination Payment is not paid by the date prescribed in the notice, it will accrue interest at the Interest Rate from the due date until paid. Customer acknowledges that the payment obligations set forth herein are difficult to estimate and represent a reasonable approximation of the anticipated harm or loss to Seller as a result of an Event of Default with respect to Customer. Seller reserves all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which it has or may be entitled to (whether by operation of law or otherwise). Irrespective of whether the Termination Payment calculation results in a debit, Customer will be responsible for any Seller Charges incurred up to the effective termination. If Customer is a Small Commercial Customer and moves from a Facility supplied hereunder and provides a forwarding address and reasonable evidence attesting the move, Customer will not be subject to a Termination Payment for such Facility. Customer will, however, remain obligated to pay Seller for the electricity supplied prior to the effective date of such termination. In addition to the remedies specified herein, **Seller has the right to disconnect Customer’s electric service to the Facility(ies) for non-payment and for other grounds permitted by PUCT Substantive Rule 25.483 - www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.483/25.483.pdf**.

13. **Limitation of Liability; Warranties Disclaimer; Waiver; Indemnity:** A PARTY’S LIABILITY HEREUNDER IS LIMITED TO DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR ANY BUSINESS INTERRUPTION DAMAGES. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND COVENANTS THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY’S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. CUSTOMER WAIVES ANY RIGHT IT MAY HAVE TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION AGAINST SELLER IN CONNECTION WITH ANY CLAIM, CAUSE OF ACTION OR PROCEEDING RELATING TO THIS AGREEMENT. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SPECIFIED IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATIONS ABOUT GUARANTEED SAVINGS. WITH RESPECT TO ELECTRICITY SOLD HEREUNDER, CUSTOMER INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS SELLER FROM ANY CLAIMS ARISING FROM ANY ACT OR INCIDENT OCCURRING AT OR AFTER DELIVERY POINT. IF CUSTOMER IS NOT A SMALL COMMERCIAL CUSTOMER OR AT ANY TIME DURING THE TERM OF THIS AGREEMENT CUSTOMER’S PEAK DEMAND IS ABOVE 50 KILOWATTS, CUSTOMER WAIVES ITS RIGHTS UNDER THE SUBSTANTIVE PUCT PROTECTION RULES FOR RETAIL ELECTRIC SERVICE WITH THE EXCEPTION OF THE SUBSTANTIVE RULES 25.481, 25.485(A)-(B) AND 25.495.
14. **Governing Law; Waiver of Jury Trial:** This Agreement and the rights and duties of the Parties under this Agreement are governed by the laws of the State of Texas without regard to conflict of law principles. To the maximum extent possible under the Law, article 2 of the Uniform Commercial Code will apply to the electricity sold under this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.
15. **Assignment:** Customer may not assign this Agreement or any of its rights or obligations hereunder without Seller’s prior written consent which shall not be unreasonably withheld. Seller may assign this Agreement and its rights and obligations hereunder without your consent. Notice of such assignment will be provided if required by the applicable Law. Any assignee hereof shall be subject to all the provisions and conditions of

this Agreement as applicable to its assignor to the same extent as though such assignee were an original party to this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.

16. **Force Majeure:** Notwithstanding any other provision of this Agreement, if a Party is unable to carry out any obligation under this Agreement due to Force Majeure (other than a payment obligation relating to performance provided prior to or during the Force Majeure, which shall not be excused for Force Majeure), this Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, provided: (i) the claiming Party notifies the other Party as soon as practicable in writing of the particulars of the Force Majeure; (ii) suspension of performance is of no greater scope and duration than required by the Force Majeure; and (iii) the claiming Party uses commercially reasonable efforts to remedy its inability to perform. It is expressly agreed by the Parties that the ability of Seller to sell the products and services provided hereunder at a greater price, and the ability of Customer to purchase the products and services provided hereunder for a lower price, than the price specified herein shall not constitute an event of Force Majeure. **Seller is not responsible for transmitting or distributing electric energy. In the event of a power outage, Customer should contact the TDU as set forth in Section 23 hereof.**
17. **Representations:** Each Party represents and warrants to the other Party that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (ii) it has the power and authority to sign and perform this Agreement and, with respect to Customer only, to bind each Facility to the terms and conditions of this Agreement; (iii) the execution of this Agreement is within its powers, has been duly authorized and does not violate its governing documents or any contract to which it is a party or any law applicable to it; (iv) it intends to be legally bound by this Agreement and has caused the Agreement to be executed by its duly authorized officer or representative as of the date shown on the LOA; (v) and it has knowledge and experience in business matters that enable it to evaluate the merits and risks of entering into this Agreement.

In connection with the negotiation and execution of this Agreement, Customer represents and warrants to Seller that: (a) Customer understands that Seller is not acting as a fiduciary, commodity trading advisor or other advisor for Customer; (b) Customer understands the risks associated with this Agreement, has consulted with its own independent advisors and has made its own decisions with respect hereto based upon its own judgment and not upon any advice of Seller; (c) Seller has not made any representations to it concerning the advisability of entering into this Agreement; (d) none of the Facilities for which it is purchasing electricity from Seller is a residence; (e) for all purposes that may impact its electricity usage, Customer will operate the Facilities in the same or substantially the same manner as it has in the last twelve (12) months preceding the date when the Agreement has become effective; (f) it is entering this Agreement as principal and not as agent for any other party; and (g) all information provided by it to Seller is true, correct and complete in all material respects.

18. **Confidentiality:** Customer agrees to keep all terms and provisions of this Agreement, and all communications in connection herewith, including pricing and other terms offered to Customer, confidential and to not disclose them to any third parties without the prior written consent of Seller, except as otherwise required by Law or judicial process. Customer hereby authorizes Seller to obtain from the TDU information that includes its account name, address, account number, billing address, service address, telephone number, type or classification of service, meter readings, historical usage information (including historical interval meter data), peak electricity demand, expected patterns of use, or types of facilities used in providing service. Seller may disclose any Customer Data to the TDU, a third party energy consultant, broker, third party service provider who have provided services to Seller in connection with this Agreement, Seller's affiliates or prospective purchasers of all or part of its business, who have agreed to keep such information confidential, or as required by Law or judicial process.
19. **Notices:** The Parties will send all notices relating to this Agreement in writing by electronic mail, U.S. mail, overnight courier, or hand delivery (each, a "Notice"), provided that Seller may communicate or inquire about operational decisions by telephone. The Notices shall be delivered, with respect to Customer, either to Customer's then-current billing address or to the notice address specified on the LOA, if one is provided, and, with respect to Seller, as follows:

Freepoint Energy Solutions LLC
3050 Post Oak Blvd, Suite 1330
Houston, TX 77056
Attention: Freepoint Retail Operations
Our website: www.freepointsolutions.com
Email: customerrelations@freepointsolutions.com

Notice by electronic mail or hand delivery will be deemed received by close of the Business Day transmitted or delivered (if transmitted or delivered after that close, it will be deemed received by the close of the next Business Day). Notice by overnight courier will be deemed received by close of the Business Day on the day delivered. Notice by U.S. mail will be deemed received by the close of the third Business Day after the date of mailing. A Party may change its address or contact information by providing Notice to the other Party in accordance herewith. Customer shall keep its contact information updated and provide Seller with prior Notice of any changes.

20. **No Discrimination:** Seller will not deny service or require a prepayment or deposit for service based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer in an economically distressed geographic area, or qualification for low income or energy efficiency services.
21. **Critical Care Designation:** If an interruption or suspension of your electric service will create a dangerous or life-threatening condition on the premises of a Facility supplied hereunder or if the electric service is crucial for the protection and maintenance of public safety, Customer may

qualify as a critical care industrial customer or a critical load public safety customer. In order to be eligible for this status, Customer must have a determination of eligibility pending with or approved by the TDU. Qualification as a critical care customer does not relieve Customer of its obligation to pay for the electricity supply service provided by Seller.

22. **Switch Hold; Disconnection of Electric Service:** If Customer is under a Deferred Payment Plan or a Level Payment Plan with respect to any past due amount, the Facility(ies) may be placed on a "switch-hold". If a switch-hold is place on a Facility, Customer will not be able to switch the electric service for that Facility to another retail electric provider until Customer has paid in full the outstanding balance due. SELLER MAY REQUEST DISCONNECTION OF CUSTOMER'S ELECTRIC SERVICE IF CUSTOMER DOES NOT PAY IN FULL THE PAST DUE AMOUNT OF ANY BILL FOR ELECTRIC SERVICES PROVIDED BY SELLER, OR IT FAILS TO PAY A REQUIRED DEPOSIT BY THE DUE DATE ON THE DISCONNECTION NOTICE OR AS OTHERWISE PROVIDED UNDER SECTION 25.483(C) OR (D) OF THE PUCT RULES. Seller will notify Customer in writing at least 10 calendar days before disconnecting electric service. Notwithstanding the above, pursuant to Section 25.483(d) of the PUCT Rules, Seller may request immediate disconnection of Customer's electric service without prior notice to Customer under specific situations, including the existence of a dangerous condition at the Facilities or theft of service. PUCT Substantive Rule 25.483 may be viewed here - <https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.483/25.483.pdf>.
23. **Miscellaneous:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreements or representations affecting the subject of this Agreement. Sections 7, 11, 12, 13, 18, 21 and 22 hereof and all provisions in this Agreement regarding payments and indemnification shall survive the termination or expiration hereof until the expiration of the applicable statute of limitations. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same Agreement. Each Party may assume that all notices and emails sent from the other Party have been sent by an authorized representative of such other Party. Subject to the rights that may accrue to any successors or permitted assignees of the Parties, no provision of this Agreement is to be construed as creating any rights enforceable by a third party, and all third party beneficiary rights are expressly negated. Customer agrees that compensation owed to any third party representing Customer in connection with this Agreement may be included in the Energy Charge and Customer will indemnify and defend Seller against, and hold Seller harmless from, any Claims made by such third party.

Any provision or section hereof declared or rendered unlawful by a court or regulatory agency or deemed unlawful because of a change in Law will not otherwise affect the remaining lawful obligations arising under this Agreement. Except as otherwise provided in this Agreement, the rights, remedies, and privileges provided in this Agreement are cumulative and not exclusive of any rights, remedies, and privileges provided by Law. No waiver by Seller of any breach of this Agreement by Customer is effective unless in a signed writing, and any such waiver is effective only in that instance and only for the purpose expressly stated therein and not to be construed as a waiver of any other breach. As used in this Agreement, the term "including" means "including without limitation." Each Party agrees, understands and acknowledges that: (a) this Agreement is a "forward contract" and a "master netting agreement" as defined in the United States Bankruptcy Code (the "Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of a commodity; (c) Seller is not a "utility" as defined in the Code; (d) commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Customer's TDU; and (e) the TDU, and not Seller, is responsible for responding to outages, leaks or emergencies should they occur.

Customer acknowledges that Seller and its affiliates are in the business of buying and selling electricity and related products within the various markets for their own respective accounts and that (i) such participation in such markets may affect the relevant market prices used to determine charges hereunder and (ii) nothing in this Agreement restricts Seller or any of its affiliates from participating in activities that may affect market prices. Customer shall not (a) resell any portion of the electricity purchased from Seller to any third party or (b) own or use any on-site generation or thermal or battery storage capabilities at any Facility during the term hereof. This Agreement and all sales of electricity hereunder form a single integrated agreement between the Parties.

24. **Power Outage and Emergencies:** The TDU is responsible for the distribution charges shown on each bill, as well as any emergencies and electric outages. **In an electrical emergency or a power outage, Customer should immediately contact the appropriate TDU:**
 ONCOR: (888) 313-4747
 ONCOR (FORMERLY SHARYLAND): (800) 545-4513
 CENTERPOINT ENERGY: (800) 332-7143
 AEP TEXAS NORTH: (866) 223-8508
 AEP TEXAS CENTRAL: (866) 223-8508
 TEXAS NEW MEXICO POWER: (888) 866-745625.
25. **Disputes:** In the event of any dispute, complaint or other concern Customer may have concerning this Agreement or our services, please contact Customer Service as set forth below. If Customer's complaint is not resolved after Customer has called Seller and/or TDU, Customer may contact the Commission for further assistance by phone at 1-888-782-8477 (toll free), by e-mail at customer@puc.texas.gov or by mail at PUC - Customer Protection P.O. Box 13326, Austin, TX 78711-3326.

Freepoint Energy Solutions LLC

Seller's website: www.freepointsolutions.com

Customer Service Toll Free Number: 1-800-982-1670

Customer Service Fax Number: 1-713-583-9087

Customer Service Hours: Business Days from 8:00AM to 5:00PM central time
Customer Service Email: CustomerRelations@freepointsolutions.com

26. **Definitions:** As used in this Agreement, the following terms have the stated meanings; provided, that capitalized terms in this Agreement not defined in this Section will have the meaning ascribed thereto elsewhere in this Agreement (all definitions apply to singular and plural forms):
- a. **"Additional Charge"** means a charge of \$0.100/kWh.
 - b. **"Administrative Fees"** means all non-recurring charges and fees payable to the TDU in connection with the transmission and distribution of electricity to the Facilities supplied hereunder; all charges allowed or required by the Commission, ERCOT or any governmental entity; and those charges or fees related to credit card processing payments, establishing, disconnecting, reconnecting, testing, special meter readings, or maintaining electric service or equipment or meters.
 - c. **"Average Price"** is as defined in Section 4 hereof and as presented in the EFL.
 - d. **"Bankrupt"** means with respect to a Party, such Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.
 - e. **"Business Day"** means any day other than a Saturday, a Sunday or a day on which commercial banking institutions in Houston, Texas are authorized or required by Law to be closed.
 - f. **"Claim"** means all claims, demands, suits or actions of every name and nature, threatened or filed before or after this Agreement is terminated, both at law and in equity, and whether groundless, false, or fraudulent, that directly or indirectly relate to the subject matter of an indemnity contained in this Agreement, and any and all resulting losses, damages, penalties, fines, costs and expenses (including attorneys' fees and expenses and court costs) however incurred.
 - g. **"Collateral"** means, with respect to a Party, cash deposit, letter of credit or other collateral provided to secure such Party's obligations under this Agreement, each in a form, from a bank, and in an amount acceptable to the Party requesting the Collateral or as otherwise set forth herein.
 - h. **"Contract Value"** means with respect to each Terminated Transaction, as of the early termination date, the product of (a) the Energy Charge and (b) Remaining Usage, as reasonably determined by Seller.
 - i. **"Costs"** means, and shall include (at the election of Seller but without duplication), any brokerage fees, commissions and other transactional costs, losses and expenses incurred by Seller as a result of Seller's maintaining and/or terminating any hedges or other risk management contracts and/or entering into new arrangements to replace the Terminated Transactions, and any out-of-pocket expenses incurred by it, including attorneys' fees and expenses, for the enforcement and protection of its rights under this Agreement.
 - j. **"Customer Data"** means any customer or contract-related information, including name, account name, address, account number, billing address, service address, telephone number, type or classification of service, meter readings, historical usage information (including historical interval meter data), peak electricity demand, expected patterns of use, or types of facilities used in providing service, individual contract terms and conditions, price, current charges and billing records.
 - k. **"Default Charge"** is as defined in Section 4 hereof.
 - l. **"Delivery Point"** means the Load Zone associated with each Facility.
 - m. **"Energy Charge"** means Seller's charge to provide the generation service to Customer during the Initial Term.
 - n. **"Event of Default"** means: (a) Customer's failure to make timely payments of any amounts due under this Agreement; (b) any representation or warranty made by Customer in this Agreement proves to be false or misleading when made or repeated; (c) Customer fails to perform its obligations hereunder and (to the extent not excused by Force Majeure) such failure is not cured within 5 days of receiving the other Party's Notice thereof; (d) Customer becomes Bankrupt; (e) Customer's failure to utilize Seller as its sole supplier of electric energy for any of the Facilities specified in this Agreement (including having one or more Facilities disconnected from TDU service by the TDU) during the Initial Term; (f) one or more Facilities fail to enroll; (g) Customer fails to provide Collateral within 3 Business Days of receiving Seller's Notice thereof; or (D) a Transfer Event occurs with respect to Customer.
 - o. **"Facility"** means each electric account meter located at the service address specified to in the Facility Attachment and may also be referred as "Electric Service Identifier" or "ESI ID".

- p. **"Flow Date"** means, with respect to each Facility, the date when the TDU has completed all required enrollment processes enabling Seller to start the delivery of electricity to the Facility.
- q. **"Force Majeure"** means an event (a) not within the reasonable control of the claiming Party, (b) not caused by the negligence of the claiming Party, and (c) which, in the claiming Party's exercise of due diligence, such Party is unable to overcome or for which the Party is unable to obtain commercially reasonable substitute performance. Notwithstanding the foregoing, Force Majeure includes an event of Force Majeure affecting any relevant TDU or ERCOT; a suspension, curtailment, or service interruption by the TDU or ERCOT; and a cyber incident affecting network security or computer systems, applications or data, including hacker and/or denial of service attacks and propagation of malicious code.
- r. **"Forecasted Usage"** means, with respect to each Facility, the Customer's expected kWh electricity consumption at such Facility for the Initial Term as set forth on any Facility Attachment hereto or as reasonably determined by Seller based on historical usage information.
- s. **"Initial Term"** means the period commencing on the Estimated Start Date for each respective Facility, as stated in the Facility Attachment and continuing thereafter for the number of months specified for the Term in the LOA, regardless of whether the Estimated Start Date is delayed.
- t. **"Interest Rate"** means lesser of 1.50% per month or the maximum allowed by the applicable law.
- u. **"Law"** means any constitution, law, statute, regulation, rule, protocol, tariff, procedure, exchange rule, decision, writ, order, decree, or judgment, or any interpretation thereof by any court, government agency, regulatory body, instrumentality or other jurisdictional authority.
- v. **"Load Zone"** is defined in the ERCOT Protocols
- w. **"Market Value"** means with respect to each Terminated Transaction, as of the early termination date, the product of (i) the Remaining Usage and (ii) the market price(s) at which such electricity is commercially available to Seller, all as reasonably determined by Seller.
- x. **"Non-Recurring Charges"** means all non-recurring fees and charges relating to the electric supply services provided hereunder. Examples of non-recurring charges include the Additional Charges (as defined above), the Administrative Fees (as defined above), the Insufficient Funds Fee (as set forth in Section 5), the Late Payment Penalty (as set forth in Section 5), costs or fees attributable to payments made by credit card, any service disconnection and reconnection fee, meter tampering charges, out-of-cycle meter read fee and other charges incurred by Seller that cannot be known until the Customer enrolls and requests service.
- y. **"Party"** or **"Parties"** means Seller and/or Customer, individually or together, as the case may be.
- z. **"PUC Assessment"** means the fee assessed by the PUCT for the administration of the Public Utility Regulatory Act.
- aa. **"Regulatory Change"** means the introduction of any new, or any change in, Law, rates, charges, capacity obligations, load profiles, network transmission obligations, demand response programs, resource or fuel adequacy programs, renewable portfolio standards or other renewable energy requirements, ERCOT or TDU operations, market structure, congestion zone design, TDU tariffs and/or ERCOT rules or protocols.
- bb. **"Remaining Usage"** means the electricity that would have been delivered to Customer under the Terminated Transaction(s) during the remaining term of this Agreement had the Terminated Transaction(s) not been terminated.
- cc. **"Securitization Uplift Charges"** means a recurring non-bypassable charge assessed by ERCOT that does not remain the same and is passed through to Customer.
- dd. **"Service End Date"** means, with respect to each Facility, the date specified on the Facility Attachment, if any.
- ee. **"Small Commercial Customer"** means a non-residential customer that has a peak demand of less than 50 kW during any 12-months period, unless the customer's load is part of an aggregation program whose peak demand is in excess of 50 kW during the same 12-month period.
- ff. **"Taxes"** means all tax, duties, fees, assessments, levies, premiums or any other charges of any kind imposed by any governmental authority for the purchase and sale of electricity, including state and local sales taxes, reimbursement for the state miscellaneous gross receipts tax.
- gg. **"TDU"** means the transmission and distribution that owns or operates equipment or facilities to transmit or distribute electricity.
- hh. **"TDU Delivery Charges"** means the total amounts assessed by a TDU for the delivery of electricity to Customer over poles and wires and other TDU facilities not including discretionary charges.
- ii. **"Term"** means, with respect to each Facility, the number of months as stated on the LOA.
- jj. **"Termination Payment"** means the positive value (if any) resulting from the Contract Value less the Market Value, as reasonably determined by Seller, plus Seller's Costs.
- kk. **"TPV"** means a Seller approved and third party verified recording.

- II. **“Transfer Event”** means, with respect to Customer: (A) Customer merges or otherwise consolidates with another entity and the creditworthiness of the merged or consolidated entity (as reasonably determined by Seller) is either inferior to Customer’s or at least equal to Customer’s but such entity fails to assume in writing all of Customer’s obligations hereunder; (B) a majority of the direct or indirect ownership interests in Customer is sold, transferred or assigned and such new owner seeks to terminate or repudiate Agreement; or (C) Customer sells all or substantially all of its assets to another person.

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