



Schedule A: Transaction Confirmation – Residential and Small Commercial

Residential Customer Information			
Customer Name:		Email:	
Date of Birth (YYYY-MM-DD):	SSN (last 4): XXX-XX-	Phone:	
Mailing Address:			
Small Commercial Customer Information			
Company Legal Entity Name:			
Doing Business As (DBA), if applicable:			
Contact Name:		Email:	
Company Address:			
Phone:		Fax:	
Billing Information			
Attn:		Email:	
Phone:		Federal Tax ID:	
Invoice Type:	Individual <input type="checkbox"/>	Summary <input type="checkbox"/>	Delivery Preference: Email <input type="checkbox"/> USPS <input type="checkbox"/> Both <input type="checkbox"/>
Payment Method (select one):	ACH <input type="checkbox"/>	Check <input type="checkbox"/>	Language: English <input type="checkbox"/> Spanish <input type="checkbox"/>
Additional Authorized Representatives: Authorized to make transactional and contractual changes to enrolled accounts.			
Name (1):		Title (1):	
Phone (1):		Email (1):	
Product Information			
Product Name: Fixed Price			Contract Price (¢/kWh):
Contract Term (mths):	Monthly Charge (\$):	ETF Amount: See TOS	Payment Terms: Net 16
Contract Price is Inclusive of the Following			
Energy, Line Losses, Ancillary Services, Renewable Portfolio Standards (RPS)			
Contract Price is Exclusive of the Following (Will Be Passed Through Without Markup)			
TDSP Charges, Securitization Charges, All applicable Taxes (unless specifically listed in the "Inclusive" section above)			
Service Information			
Calculation: Contract Price times metered kWh plus the cost of applicable pass-through items as detailed above.			
Delivery Period: Service is provided per meter according to start and end dates on Schedule B. Utility may change meter schedules at their discretion. APG&E does not guarantee service on Expected Start Date per Schedule B.			
Agreement – CONTRACT ACCEPTANCE SUBJECT TO MARKET CONDITIONS AND FINAL APPROVAL BY APG&E.			
By my signature below (facsimile signature accepted as if it were an original), I am authorizing AP Gas & Electric (TX), LLC ("APG&E" or "Seller") to use information provided in this form to perform the necessary tasks to establish new service or switch to APG&E. I acknowledge that I have read and understand the Schedule A, Schedule B, Terms of Service, and any Addendum(s), herein, collectively the "Agreement", and hereby agree to be obligated by the terms and conditions as set forth. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. I understand that if I cancel this Agreement prior to the contractual obligation ending, I will be assessed an Early Termination Fee ("ETF") in accordance with the terms of this Agreement. I further understand that I may be working with an independent agent that is not an employee of APG&E and is not granted any right, authority, or responsibility expressed, implied, or apparent to act on behalf of or in the name of APG&E.			
Authorized Customer Representative			
Signature:		Printed Name:	
		Title:	
Date (MM/DD/YY):		Reference ID (if applicable):	



Schedule B: Service Locations – Residential and Small Commercial

Authorization on Schedule A of this Agreement extends to the following Service Locations:

ESI ID	Used for:		Service Address Street, City, State, Zip	Billing Address Street, City, State, Zip	Est. Start Date	Tax* Exempt	Move-In	Switch	Est. Annual kWh
	Resi	Comm							
	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>				<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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	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Total Number of Accounts Included:

**If any of the Service Locations identified in this Schedule are Tax Exempt please attach Tax Exemption Certificate. If APG&E does not receive the proper Tax Exemption documentation within thirty (30) days of Enrollment, Customer must petition the state for any tax refunds deemed due.*

Terms of Service: The following are the Terms of Service for this Agreement between APG&E and Customer for the purchase of electricity.

Esta información está disponible en español. Por favor llame a APG&E al 1-(877) 544-4857 o por internet www.apge.com.

1. Agreement to Purchase Energy: APG&E is certified as a REP by PUC and is not affiliated with any Utility. Customer hereby appoints APG&E as its limited agent for the purpose of acquiring the supplies necessary to meet its electricity needs. Delivery of electricity to Customer's Service Locations and maintenance of the electric delivery system is performed by Utility. PUC regulates distribution prices and services. FERC and ISO/RTO regulates transmission prices and services. APG&E agrees to sell, and Customer agrees to purchase and accept the quantity of electricity necessary to meet Customer's requirements based upon consumption data obtained by APG&E or the delivery schedule of Utility.

2. Eligibility: This Terms of Service is intended for Residential and/or Small Commercial meters, as defined herein, but all Customers who enter into this Agreement are bound by its terms.

3. Enrollment: This Agreement shall be effective upon return of Customer-signed Agreement to, and acceptance by, APG&E. For the duration of the Rescission Period Residential and Small Commercial Customers have the right to cancel this Agreement free of penalty or fee. Following the applicable Rescission Period, APG&E will use commercially reasonable efforts to commence service on the next available meter read date on or after Start Date.

4. Term: The Initial Term for each meter shall commence on the date Utility switches service to APG&E and will continue for the number of months thereafter as indicated by the difference between the Estimated Start Date and Estimated End Date per Schedule B. APG&E will provide Customer at least thirty (30) calendar days' notice in advance of the end of Initial Term. A final bill will be rendered after the final meter reading. Upon completion of Initial Term, if Customer does not provide consent to renewal terms, this Agreement will automatically renew, and Customer shall continue to receive electric service from APG&E at a month-to-month variable Holdover Rate, until Customer renews with APG&E or switches to another REP. If Customer automatically renews on Holdover Rate, Customer may terminate at any time without penalty. Customer may obtain the previous 24 months' average monthly billed Holdover Rates by visiting www.apge.com or by calling APG&E (toll free). Historical pricing is not necessarily indicative of present or future pricing.

5. Blend and Extend: At any point during this Agreement Customer may request that APG&E calculate an offer to change Customer's Contract Price based on a weighted average of the Contract Price in this Agreement and a mutually agreed price for an agreed extension to Initial Term ("Blend and Extend").

6. Metering and Measurement: Customer and APG&E accept the quantity, quality, and measurement determined by

Utility providing delivery service to Service Locations, for purposes of accounting for electricity supplied under this Agreement, in accordance with the terms of the applicable tariff for retail delivery service.

7. Switching to APG&E: Utility may, at its discretion, charge a fee to switch Customer to APG&E. This charge will be passed through to Customer at cost. A standard switch may occur within one (1) to three (3) business days after Customer has authorized a switch to be transmitted by APG&E.

8. Rate Plan: Customer's Product Information and Contract Price are set forth in Schedule A to this Agreement. If this Agreement was transacted using the services of a Broker or Aggregator, then the fee charged by Broker or Aggregator to Customer for such services may be included in Price. Customer may also pay a Base Charge per month, the amount of which, if applicable, is disclosed in Agreement.

9. Energy Usage Variance: Energy Usage Variance is Full Swing. Customer's Energy Usage for Service Locations identified by Schedule B is not subject to a maximum or a minimum.

10. Intentionally left blank.

11. Credit Requirements: APG&E may use credit reporting agencies to document and evaluate Customer's credit and/or payment history. At the discretion of APG&E and to the extent allowed by law, APG&E may require a deposit from Customer or refuse service in accordance with PUC rules and regulations. In no event shall APG&E require security from Customer in excess of one-fifth (1/5th) of Customer's estimated annual billing.

12. Deposits: APG&E may require an additional deposit from Customer if Customer has two (2) or more late payments or has had one (1) Disconnection of Service in the previous twelve (12) months. Service may be disconnected or terminated if a deposit is not paid within (10) days of any request for deposit. APG&E will apply any deposit held plus accrued interest, calculated at the rate approved by PUC, to the outstanding balance on the account's final bill or to the account's current balance when all of the following are satisfied: (i) Customer has paid bills for service for twelve (12) consecutive billings without having service disconnected for nonpayment and has not on more than two (2) occasions been delinquent; and (ii) the account is current. APG&E may disconnect service with or without prior written notice in accordance with PUC rules and regulations. No such deposit shall be required if the Customer is a governmental entity.

13. Billing: If actual meter readings are unavailable, invoices may be calculated based on estimated meter readings. Once actual meter readings are received, adjustments will be made on a subsequent invoice. Disconnection of electric service will not excuse Customer from paying any outstanding amounts

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owed to APG&E and Customer will be responsible to pay APG&E for any electricity used prior to Termination of this Agreement as well as any late payment charges. Customer may request up to twenty-four (24) months of billing/payment history without charge no more than twice within a twelve (12) month period. Any additional requests shall result in a fee of \$5.00 per bill period requested. Customer will receive a monthly invoice from APG&E in either paper or electronic format, or both, as requested. There is no charge for electronic formatted bills or electronic payment.

14. Payment: All invoices rendered are due when received and are past due if not paid within sixteen (16) days of the date of the bill, or the number of days specified on the Schedule A, if longer (“Due Date”). Late payments, delinquent or past due balances will result in a late payment fee equal to 5% of the month’s past due amount. If Customer fails to pay for electric service, the above listed late fees may be applied, and APG&E will have the right to authorize disconnection of Customer’s electric service, in lieu of terminating this Agreement. APG&E will notify Customer ten (10) calendar days prior to Termination of this Agreement for non-payment. Upon satisfactory correction of the reasons for disconnection, Customer may reinstate electric service and will be charged a \$50 reconnect fee. A \$30 insufficient funds fee per transaction shall be assessed against any transaction not processed due to insufficient funds or credit availability for any method of payment including checks, bank drafts or credit card transactions. Customer is responsible for payment of all electricity consumed at the contracted Service Location; hence, APG&E may auto-debit Customer’s account without notice for any and all final amounts due after the account is in non-active status with APG&E. If a check is returned to APG&E for any reason, APG&E may auto-debit Customer’s account without notice for the amount due plus the \$30 returned check fee.

15. Collections: APG&E reserves the right to automatically charge the credit/debit card and/or checking account for any unpaid balances that are deemed past due and/or in collection status. If the account is referred to a collection company, APG&E reserves the right to bill a fee not to exceed 33% of the amount being collected. If the account is referred for legal action, any and all attorney fees and court costs will be billed to Customer. Customer shall be responsible for any and all fees associated with collecting on any amounts owed to APG&E, including but not limited to any fees charged by the collection agency or other entity.

16. Taxes: Customer will pay all applicable taxes, fees and charges associated with the purchase of electric service under this Agreement. APG&E will not be liable for any taxes not paid by Customer.

17. APG&E Termination Rights: Customer affirms to APG&E that Customer has provided APG&E with the correct and complete Customer name, address and contact information, and Customer does not have any outstanding balance or conflicting contractual obligations with APG&E or any other REP. If there is any evidence that any of these statements are or become untrue, that Customer has withheld pertinent information, or that Customer otherwise provided fraudulent or misrepresented information, APG&E may

terminate this Agreement immediately. APG&E may end this Agreement, at no cost to APG&E, if (a) required or allowed by law, (b) Utility is unable to service Customer’s Service Locations, or (c) Customer defaults or breaches this Agreement. APG&E will provide Customer (i) at least thirty (30) calendar days’ notice of termination under this section, and (ii) at least five (5) calendar days to cure such Customer default or breach of this Agreement. If APG&E terminates this Agreement, Customer must still pay all APG&E charges through the date Customer is switched to another REP and any applicable ETFs.

18. Customer’s Move, Sale or Close Rights: If Customer’s total Annual Expected kWh per Schedule B is less than 250,000 kWh it will not be an Event of Default and no Early Termination Fee will be due if Customer discontinues service of any meter prior to expiration of this Agreement, due to the sale or closure of a Service Location, provided Customer provides thirty (30) calendar days’ advance written notice to APG&E, a forwarding address, and other evidence as required by APG&E verifying such move, sale, or closure and such move, sale or close occurs no earlier than the Estimated Start Date. If a Medium or Large Commercial Customer, as defined herein, moves to another premise within APG&E’s service area, Customer agrees to resume service with APG&E at the new premise.

19. Early Termination: If Customer terminates this Agreement, or drops any meters listed in Schedule B from service, prior to the end of the Initial Term for any other reason, except as expressly provided herein, Customer will be charged an Early Termination Fee (“ETF”) for such meters.

20. Early Termination Fee: For Residential Service Locations ETF will be charged as detailed in Schedule A. For Non-Residential Service Locations ETF will be applied as follows:

Annual kWh of Dropped Meters	Early Termination Fee
<100,000	\$50 per unused month
100,001 - 200,000	\$100 per unused month
200,001 - 300,000	\$150 per unused month
300,001 - 400,000	\$200 per unused month
400,001+	\$250 per unused month

For Customers with Annual kWh greater than 500,000, ETF will be equal to the greater of \$250 per unused month or the sum of a commercially reasonable calculation of kWh remaining to be delivered per Schedule B (“Remaining Volume”) multiplied by (a) 0.5 cents per kWh plus (b) the greater of (i) 1.0 cent per kWh or (ii) the positive difference, if any, between Contract Price and current market based price for the aggregate load of all Customer Service Locations, plus all applicable taxes, associated costs and reasonable legal expenses related to calculating and collecting such ETFs. ETF shall be immediately due and payable by Customer to APG&E within five (5) calendar days following such Early Termination. Parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty. If Customer is still under contract with their previous REP that shall not

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relieve Customer of the obligations under this Agreement and Customer will be responsible for all charges including an ETF. Customer is responsible for payment of all outstanding charges incurred through the date on which the Termination is effected by Utility. APG&E's obligations will end after the meter read date where APG&E is no longer designated as Customer's REP or when Customer's electric service is disconnected by Utility. Customer's obligations under this Agreement will end when the account balance is paid in full, including any ETF.

21. Customer Information Release: Customer's execution of this Agreement shall constitute authorization for APG&E to obtain and review certain information from Customer's Utility, including consumption history. This authorization will remain in effect during Initial Term and any Renewal Term of this Agreement. APG&E will take reasonable steps to protect Customer's personal information as required by applicable law and PUC. APG&E is prohibited from disclosing certain Customer Information (Social Security number, account number(s), phone number, or billing data) without Customer's written consent except as required for APG&E collections and reporting, participating in Universal Service Fund programs, or assigning a Customer's Agreement to another REP.

22. Disputes or Complaints: Customer shall contact APG&E with any questions or concerns. If a dispute arises, APG&E and Customer agree to negotiate in good faith. If negotiations fail, then APG&E and Customer may by mutual agreement submit the dispute to mediation or may choose to submit the dispute for a final and binding arbitration conducted in accordance with the American Arbitration Association (AAA) by a single arbitrator selected through the procedures of the AAA. Arbitrations shall be held in Harris County, Texas. At any time during a dispute Customer may contact PUC. During the pendency of a dispute Customer is not obligated to pay specific disputed amounts. Medium and Large Commercial Customers, as defined herein, understand and agree that PUC Customer Protection Rights afforded to Residential and Small Commercial Customers, as defined herein, are not applicable.

23. Non-Discrimination: APG&E does not discriminate, deny service, or require a prepayment or deposit for service based on a customer's race, creed, color, religion, national origin, ancestry, sex, gender, marital status, sexual preference, age, lawful source of income, level of income, disability, familial status, geographic location, location of a customer in an economically distressed geographic area, receipt of public assistance income, or qualification for low income or energy efficiency services.

24. Regulatory Change: If there is a Regulatory Change which causes APG&E to incur new or additional, fees, costs, or charges, APG&E reserves the right to pass through such fees, costs or charges associated with Regulatory Change to Customer without markup. The changes addressed in this Section may impact any, or all, of the fees, costs, charges, prices, rates, or components covered in this Agreement, whether such items are described as "fixed," "variable," "included," "passed through" or otherwise.

25. Force Majeure: "Force Majeure" shall mean any cause not reasonably within the control of the party claiming

suspension and which by exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by Utility or any transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

26. Governing Law and Venue: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas and venue shall be proper 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 UCC can be viewed at www.statutes.legis.state.tx.us.

27. Assignment: 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 APG&E. APG&E may without Customer's consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of APG&E; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of APG&E; and/or (d) transfer or assign this Agreement to another REP. Upon any such assignment, Customer agrees that APG&E shall have no further obligations hereunder.

28. Limitations of Liability: FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY. THE BREACHING PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES AT LAW OR IN EQUITY SHALL NOT APPLY. IF NO EXPRESS REMEDY IS PROVIDED, APG&E'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES AT LAW OR IN EQUITY ARE HEREBY WAIVED. IN NO EVENT SHALL CUSTOMER OR APG&E BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM A BREACH OF THIS AGREEMENT.

29. Severability: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

30. Representations and Warranties: UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS

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AGREEMENT, APG&E PROVIDES, AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND APG&E SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The electricity sold under this Agreement will meet the applicable Utility's quality standards and will be supplied from a variety of sources. Customer represents and warrants that Service Locations identified as commercial premise(s) on the Schedule B are not residential facilities and that any other meter, which is classified by Utility as residential, is part of a commercial account, and is expressly used for commercial purposes. You further represent and warrant that the Service Locations identified as residential premise(s) on Schedule B are strictly residential facilities.

31. Delay or Failure to Exercise Rights: No partial performance, delay or failure on the part of APG&E in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

32. Parties Bound: This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

33. Customer Protection Rights: Residential and Small Commercial Customers, as defined herein, enjoy certain protections as specified in PUC Substantive Rules Section 25.471. Medium or Large Commercial Customers, as defined herein, hereby waive these Customer Protections.

34. Change in these Terms of Service and/or Electricity Facts Label: APG&E will provide Customer with no less than fourteen (14) calendar days' advance written notice of any material change in these Terms of Service and/or Electricity Facts Label ("Change in Terms"), unless such Change in Terms benefits Customer. Upon receiving notice of Change in

Terms, Customer shall have the right to terminate service until the effective date of Change in Terms, with no ETF due.

35. Critical Care and Chronic Condition Residential Customers: To be designated as a Critical Care or Chronic Condition Customer, the commission-approved application form must be submitted to Utility by a physician. Eligibility shall be determined by Utility in cooperation of Customer. PUC's standardized application is available on the state's website at <https://www.puc.texas.gov/industry/electric/forms> or by calling APG&E (toll free).

36. Assistance Paying Your Bill: Benefits may be available to qualified low-income Residential Customers. For more information contact Texas Lifeline at 1-866-454-8387 (toll free) or visit <https://www.puc.texas.gov/consumer/lowincome/Assistance.aspx>. Deposits may be waived if Customer is (i) 65 years of age or older and not currently delinquent, or (ii) a victim of family violence as defined in the Texas Family Code §71.004 and provides a certification letter in the format developed by the Texas Council.

37. Budget Billing: APG&E offers levelized monthly payments ("Budget Billing") to Residential and Small Commercial Customers based on (i) the previous 12 months of usage at Customer's Service Locations or (ii) the estimated annual usage for Service Locations if a full 12-months of history is unavailable. After 12 months on Budget Billing Payment, APG&E will true-up Customer's account. APG&E will then (i) credit the account for any over-billed amount; (ii) bill the account for any under-billed amount; and/or (iii) recalculate your payments for the next 12 months based on any under or over-billing. Budget Billing is available to all customers who are not delinquent in payment at the time of enrollment. Customers with questions regarding Budget Billing may contact APG&E.

Definitions

- **Agreement** – applicable Schedule A, Schedule B, Terms of Service, and any Amendment(s) or Addendum(s) thereto.
- **Ancillary Services** – costs associated with services necessary to support the transmission of electricity from generating sources to Customer and other ISO costs not otherwise included in any of the defined cost components in this Agreement.
- **Annual kWh** – commercially reasonable calculation or estimate of annualized kWh used or to be used by service location per Schedule B.
- **APG&E** – DBA for contracting entity identified as Seller in Schedule A to this Agreement.
- **Basis** – difference in price between energy delivered to the hub and Energy delivered to Customer's load zone.
- **Customer** – Buyer as identified in Schedule A to this Agreement. Referred to as Customer, Buyer, or you.
- **Energy** – electrical energy supplied to load zone corresponding to Customer's Service Locations as required to meet Customer's usage requirements. If Energy is listed as passed through on Schedule A such Energy will be settled real-time.
- **Energy Usage** – Customer's metered kWh.
- **Energy Usage Variance** – is the amount by which Customer's Energy Usage may surpass or fall short of the monthly expected kWh derived from Schedule B without incurring an Energy Usage Variance Charge.
- **Energy Usage Variance Charge** – is the incremental charge to Customer for Energy Usage Variances in excess of allowable Energy Usage Variance per Schedule A.
- **Governmental Authority** – federal, state, local, municipal or other governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over APG&E, Customer or any transaction contemplated herein.
- **Holdover Rate** – a market-based month-to-month energy supply charge calculated using APG&E costing methodology, that may change with changes in market inputs. There is not a limit on how much the Holdover Rate may change from one billing cycle to the next.
- **Hub Energy** – energy delivered to the commercial energy trading hub corresponding with Customer's delivery point.

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- **Initial Term** – difference between the Estimated Start Date and Estimated End Date as per Schedule B.
- **ISO/RTO** – Independent System Operators or Regional Transmission Organizations that manage the flow of electricity on the electric grid.
- **Kilowatt (kW)** – a measure of demand for power; 1,000 watts.
- **Kilowatt-hour (kWh)** – the basic unit of measure of electric energy consumption.
- **Large Commercial Customer** – a non-residential customer with peak demand at or above one megawatt (MW) in the previous 12-month period.
- **Line Losses** – cost of energy that is lost during transmission from the energy source (generators) to Customer, including Unaccounted for Energy (UFE).
- **Medium Commercial Customer** – a non-residential retail customer with peak demand of 50 kW or greater, but less than 1,000 kW, in the previous 12-month period.
- **MW** – a measure of demand for power; 1,000,000 watts.
- **PUC** – Public Utility Commission of Texas.
- **Regulatory Change** – means the introduction of any new, or change in, law, rate, charge, load profiles, network transmission obligations, demand response programs, resource or fuel adequacy programs, RPS or other renewable energy requirements, Utility or ISO/RTO operations, market structure, congestion zone design, Utility tariffs and/or ISO/RTO rules or protocols.
- **REP** – Retail Electric Provider. An entity licensed by PUC to offer and supply electric generation services. A REP buys wholesale electricity, delivery service, and related services, prices electricity for customers, and sells electricity at retail. Under this Agreement your REP is APG&E.
- **Renewable Portfolio Standards (“RPS”) Costs** – means the costs associated with meeting renewable portfolio standards at the levels required by currently applicable law.
- **Rescission Period** – Residential and Small Commercial Customers have the right to cancel this agreement within three (3) federal business days of receiving this Terms of Service by contacting APG&E (toll free) or via email. Please include your name, address, phone number, account number, and the last four (4) digits of your Social Security Number in your rescission request.
- **Residential** – non-Commercial Customer that is (1) an end user, consuming energy at Customer’s place of residence for personal, family or household purposes, (2) not a re-seller of electricity and (3) classified as residential by applicable Utility.
- **Securitization Charges** - default and uplift charges authorized by the Texas Legislature in HB4492¹, PUCT Docket 52321 (Default)² and PUCT Docket 52322 (Uplift)³ covering borrowing for extraordinary costs related to Winter Storm Uri.
- **Small Commercial** – non-residential customer with peak demand in previous 12-month period of less than 50 kW.
- **Taxes** – any and all taxes and fees imposed on purchase or sale of electricity by any Governmental Authority. Customer will be responsible for, pay, and indemnify APG&E for all Taxes hereunder where not already included in Contract Price on Schedule A, whether imposed on Customer or APG&E. APG&E may collect such Taxes from Customer by increasing APG&E’s charges for such Taxes.
- **Transmission** – Network Service Peak Load (“NSPL”) is determined and provided by Utility for each of Customer’s Utility account number(s). Transmission obligations are administered by applicable ISO/RTO and are determined using Customer’s NSPL and applicable rates. Changes in Transmission Costs are based on adjustments by ISO/RTO or Utility to applicable rates or Customer’s NSPL.
- **Transmission Costs** – charge for Network Integration Transmission Service (“NITS”) and Transmission Enhancement Charges (“TEC”), each as identified in the applicable Open Access Transmission Tariff (“OATT”) for the provision of transmission service by ISO within Utility’s service territory.
- **Utility** – utility providing facilities for the jurisdictional transmission and distribution of electricity to retail customers. Also referred to as a Transmission and Distribution Service Provider (“TDSP”).
- **Utility and PUC Charges** – charges or surcharges from a Utility arising from or related to and including but not limited to (i) transmission and distribution of electricity (other than Network Integration Transmission Service), (ii) stranded or transition costs and any other similar types of costs, and (iii) system reliability, rate recovery, future payback of under-collections, amortization of above market purchases or energy load repurchases, public purpose programs and all similar items.
- **Voluntary Renewable Energy Credits (“RECs”)** – renewable energy sold by APG&E will be supplied from a variety of renewable generating sources including but not limited to wind, solar, biomass, or small hydro generators. APG&E will ensure that the appropriate number of RECs are retired to authenticate the amount of renewable energy purchased by Customer.

¹<https://capitol.texas.gov/billlookup/text.aspx?LegSess=87R&Bill=HB4492>

²<https://interchange.puc.texas.gov/search/filings/?UtilityType=A&ControlNumber=52321>

³<https://interchange.puc.texas.gov/search/filings/?UtilityType=A&ControlNumber=52322>

ELECTRICITY TERMS OF SERVICE – RESIDENTIAL AND SMALL COMMERCIAL

CONTACT INFORMATION	
APG&E Contact Information:	APG&E Entity and License #
Customer Service Hours: Mon-Thu 9am-8pm ET / 8am-7pm CST; Fri 9am-6pm ET / 8am-5pm CST; Sat 10am-2pm ET / 9am-1pm CST Phone: 1-877-544-4857 (toll free) E-mail: customer@apge.com 6161 Savoy Drive, Suite 500, Houston, TX 77036 General Office Hours: 8am - 5pm Mon-Fri (CST) Website: www.apge.com	AP Gas & Electric (MD), LLC MPSC Certificate #IR-2231
	AP Gas & Electric (NJ), LLC NJBPU License #ESL-0112
	AP Gas & Electric (IL), LLC ICC Certification #12-0444
	AP Gas & Electric (OH), LLC PUCO License #12-541E(1)
	AP Gas & Electric (PA), LLC PAPUC License #A-2010-2192731
	AP Gas & Electric (TX), LLC PUCT License #10105
EMERGENCY SERVICE: In the event of an electric outage, service interruption, or other emergency, the Customer should immediately contact the local Utility, listed below.	
State of Texas	
ONCOR ELECTRIC DELIVERY 1-888-313-4747 CENTERPOINT ENERGY 1-800-332-7143 AEP TEXAS NORTH and AEP TEXAS CENTRAL (WTU, CP&L) 1-877-373-4858 TEXAS NEW MEXICO POWER 1-888-866-7456	Public Utility Commission of Texas (“PUCT”) Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326 Phone: (512) 936-7120 or in Texas (toll free) 1-888-782-8477; TTY (512) 936-7136, and Relay Texas (toll free) 1-800-735-2989 Fax: (512) 936-7003 E-mail: customer@puc.state.tx.us Website: www.puc.state.tx.us

Your Rights as a Customer: As a customer of AP Gas & Electric (TX) LLC (“APG&E”), you are entitled to the Customer Protection Rules which were approved by the Public Utility Commission of Texas (“PUCT”). This document summarizes Your Rights as a Customer, which is applicable to all Retail Electric Providers (“REPs”) in Texas. You may view the PUCT’s complete set of rules by visiting www.puc.texas.gov/agency/ruleslaws/subrules/electric/Electric.aspx. Contact information is located at the end of this document.

Esta información es disponible en Español. Por favor llame a APG&E al 1-877-544-4857, o por correo electrónico a customer@apge.com.

OBTAINING / CANCELLATION OF SERVICE

Unauthorized Change of Service Provider or “Slamming”: You have the right to choose your retail electric service provider (“REP”). A REP must obtain your verifiable authorization before switching your electric service. If you believe that you were switched to APG&E without your authorization, contact your chosen REP and request assistance. The affected REPs, TDU, and registration agent will work together to return you to your chosen REP in accordance with the market process approved by the PUCT.

Cancellation of Terms of Service: As a Residential or Small Commercial (having a monthly aggregate peak demand for all ESI-IDs listed on the Agreement of less than 50kW) electricity customer in the state of Texas, you have the right to cancel your Terms of Service agreement for electric service without penalty or fee of any kind, for a period of three (3) federal business days after you have received our Terms of Service,, "Your Rights as a Customer" statement, "Electricity Facts Label", and you accept our offer for electric service. You may cancel your service by calling or emailing APG&E using the contact details included below. You may also terminate your agreement with APG&E without penalty in the event you move to another location and provide reasonable evidence as specified in the Terms of Service; market conditions change and the agreement allows APG&E to terminate the agreement without penalty in response to changing market conditions or; APG&E notifies you of a material change in the terms and conditions of service as stipulated in the Agreement.

BILLING ISSUES

Unauthorized Charges or Cramming: The inclusion of charges on your electric service bill for a product or service that you did not authorize is known as "cramming". Before any new charges are included on your electric bill, APG&E must inform you of the product or service, all associated charges, how these charges will be applied to your electric bill, and obtain your consent for the product or service. If you believe that an unauthorized charge is on your bill, call us immediately and request an investigation of the disputed charge. APG&E will not terminate your service, disconnect your service, or file an unfavorable credit report because you have disputed or refused to pay an unauthorized charge. We will promptly investigate the matter and will complete the investigation no later than forty-five (45) days after you submit your inquiry to the disputed charge. If we conclude that you have not authorized the disputed charge, we will remove the charge from your bill and reimburse you for any prior payments relating to the unauthorized charge. If charges are not refunded or credited within three billing cycles, interest shall be paid to you at an annual rate established by the PUCT on the amount of any unauthorized charge until it is refunded or credited.

You may request your account balance records under APG&E’s control related to any unauthorized charge within 15 business days after the date of the removal of the charge from your electric bill. APG&E will not re-bill you for any charges determined to be unauthorized.

If we conclude that you authorized the disputed charge, we will provide you with the documentation and evidence upon which we have based our conclusion. If you are dissatisfied with the results reached by our investigation, you may file an informal complaint with the PUCT.

Deferred Payment Plans and Other Payment Arrangements: If you cannot pay on time, call APG&E right away. We may allow you to pay an outstanding bill after the due date, but before the due date of the next bill. If you have been under-billed by \$50 or more or your bill comes due during an extreme weather emergency, APG&E will offer a payment plan or alternative payment arrangement. APG&E offers several convenient payment plans to assist you in managing your electricity bills. Payment plans may require an initial payment or positive payment history to initiate. Please contact our Customer Service Department at 1-877-544-4857 (toll-free) for more details about the bill payment assistance program, budget payment plan, payment arrangements, or deferred payment plans.

Financial and Energy Assistance: Energy assistance programs are available to Customers experiencing severe financial hardship and temporarily may be unable to pay their bills. Qualified customers are eligible for rate discounts, energy efficiency programs, or other forms of financial assistance from state and federal agencies. A customer who receives food stamps, Medicaid, AFDC, or SSI from the Texas Department of Human Services ("TDHS") or whose income is not more than 150% of the federal poverty guidelines may qualify from the Texas Department of Housing and Community Affairs (TDHCA). You may contact TDHCA by emailing your question to info@tdhca.state.tx.us, calling 1-800-525-0657, faxing 1-800-733-5120, or writing to TDHCA, P.O. Box 13941, Austin, TX 78711-3941.

Meter Testing: As an electricity customer in the state of Texas, you have the right to request a meter test once every four (4) years at no cost to you. If you request additional meter tests within four (4) years, and a meter test is acceptable to standards approved by the PUCT, then you may be charged a fee for the additional meter test pursuant to the approved fee schedule in your local TDSP Utility's tariff. APG&E will make this request to your TDU on your behalf.

DISCONNECTION / RECONNECTION OF SERVICE

Disconnection of Service: The PUCT has provided that, under certain circumstances (such as unsafe electric line situations, theft, or fraud), APG&E may authorize your TDSP to disconnect your electric service without prior notice to you.

Additionally, the PUCT will allow APG&E to request the disconnection of your electric service, after proper notice and not before the first day after the disconnection date in the notice, for any of the following reasons listed: (1) failure to pay a bill owed to APG&E or failure to make a deferred payment arrangement by the date of disconnection; (2) failure to comply with the terms of a deferred payment agreement made with APG&E; (3) failure to pay a deposit required (4) failure of the guarantor to pay the amount guaranteed when APG&E has a written agreement, signed by the guarantor, which allows for disconnection of the guarantor's service; or (5) using service in a manner that interferes with the service of others or the operations of non-standard equipment.

Prior to disconnecting your service, APG&E will provide you with a Disconnection Notice. This notice will be mailed to you separately no earlier than the first day after the date your bill is due. The disconnection date will be 10 days from the date the notice is issued and will not fall on a holiday or weekend or the day preceding unless personnel are available to take payments and service can be reconnected.

APG&E will not disconnect your electric service for the following reasons: (1) failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household or business; (2) failure to pay any charge unrelated to electric service; (3) failure to pay a different type or class of electric service not included on the account's bill when service was initiated (4) failure to pay under-billed charges that occurred more than six months earlier, except theft of service; (5) failure to pay disputed charges until your REP or the PUCT determines the accuracy of the charges and you have been notified of this determination; (6) failure to pay an estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the TDSP is unable to read the meter due to circumstances beyond its control; (7) If we receive notification by the disconnection date that an energy assistance provider will be forwarding sufficient payment on your account; (8) for non-payment during an extreme weather emergency; (9) for non-payment if you inform the REP, prior to the disconnection date stated on the notice, that you or another resident at the premise is a **Critical Care Residential Customer**. However, to obtain this exemption, you must enter into a deferred payment plan with the REP and have the Critical Care Residential Customer's attending physician contact the REP and submit a written statement attesting to the necessity of electric service to support life. This exemption from disconnection shall be in effect for 63 days and may be applied for again after the 63 days has expired and the deferred payment plan has been fulfilled.

If you have a **Chronic Condition Residential Customer** designation, as discussed below, you and any secondary contact listed on the PUCT approved application form will receive written notice of the REP's intent to disconnect service no later than 21 days prior to the date that service will be disconnected.

Reconnection of Service: If your service has been disconnected by your REP for non-payment, your REP will, upon your satisfactory correction of the reasons for disconnection, notify your TDU to reconnect your service. If your service was disconnected due to a dangerous situation, we will, upon satisfactory correction of the reasons for the disconnection, notify your TDSP to reconnect your service.

COMPLAINTS OR DISPUTES

Customer Complaint Resolution: Providing and maintaining high quality customer satisfaction and convenience is APG&E's top priority. If you as a customer or applicant for service have any concerns or complaints about the electric service or charges on your bill, you have the right to make a complaint using the contact information below. To ensure your entitled quality of service, complaints submitted to APG&E may be made by letter, facsimile transmission, e-mail, telephone or in person. Your concern will be promptly investigated and addressed within 21 days of receipt. If you are not satisfied with the results of our investigation, you may request a supervisory review. APG&E will advise you of the results of the supervisory review within 10 business days of your request.

If you are dissatisfied with the results of the investigation or supervisory review, you have the right to file a formal or informal complaint with the PUCT or the Office of the Attorney General, Consumer Protection Division. In filing any complaints to the PUCT, please include your (1) name, (2) billing and service address, (3) telephone number, (4) name of your TDSP, (5) customer account number, (6) detail of complaint, and any other documentation that supports the complaint. The commission will review the complaint and notify you of the result of their investigation.

For a complaint involving a disputed bill, APG&E will not initiate collection activities or terminate or disconnect service or report the delinquency to a consumer reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, APG&E may disconnect your service for non-payment of any undisputed portion of the bill.

SPECIALIZED SERVICES AND OTHER PROTECTIONS

Choice of Language: You can request to receive information in English, Spanish, or the language in which APG&E services were marketed to you. These items include the Terms of Service, Energy Facts Label, "Your Rights as a Customer", bills and bill notices, termination notices, information on new electric services, discount programs, promotions, and access to customer assistance.

Privacy Rights: All REPs, including APG&E, are prohibited by law from disclosing or making available for sale any proprietary customer information. This includes your name, address, account number, type or classification of service, historical electricity usage, expected patterns of use, types of facilities used in providing service, individual contract terms and conditions, price, current charges or billing records. Your information will be shared with other REPs or customer agents only with your consent. This prohibition shall not apply to the release of your information under certain circumstances as required by law, that includes a release of your information to the PUCT, an agent of APG&E, credit reporting agencies, law enforcement agencies, the Office of the Public Utility Counsel, and the local TDU (www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.472/25.472.pdf).

Do Not Call List: Beginning January 1, 2002, Texans may register a telephone number on the "Do Not Call List" which is available for customers who do not wish to receive telemarketing calls for electric service. If you choose to add your name to this list, REPs are prohibited from calling you to market their services. There is a registration fee, which cannot exceed \$5.00 per term, for each residential or wireless number placed on the "Electric No Call List" unless registered online. The registration fee must be paid by credit card when registering online or by telephone. When registering by mail, the fee must be paid by credit card, check or money order. Your name will remain on the "Do Not Call Lists" for five years or until you affirmatively request removal from the list, whichever occurs first. You may register for the "Do Not Call List" in three ways: online at www.texasnocall.com, call toll-free 1-866-TXNOCAL(L) (1-866-896-6225), or write Texas No Call, P.O. Box 313, E. Walpole, MA 02032. Telemarketers may contact customers with whom they have an established business relationship; if the customer requests contact or to collect a debt.

Critical Care and Chronic Condition Customers: You have a right to apply for Critical Care Residential Customer designation if you have a person permanently residing in your premise who has been diagnosed by a physician as being dependent on an electric-powered device to sustain life. If you have a person permanently residing in your premise who has been diagnosed by a physician as having a serious medical condition that requires an electric powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the condition, you may apply for designation as a Chronic Condition Residential Customer. To be considered for such designation, the PUCT approved form must be submitted by fax or other electronic means directly to the TDSP by a physician. The TDSP will notify you when such designation will expire and whether you will receive a renewal notice.

The TDSP will also notify the REP about your status. Qualification as a critical care residential customer does not relieve you of the obligation to pay the REP for services rendered. However, a critical care residential customer who needs payment assistance is encouraged to contact the REP immediately regarding possible deferred payment options or other assistance that may be offered.

Availability of Provider of Last Resort (“POLR”): A REP may not abandon electric customers in a service area without approval from the PUCT, and a REP leaving the electric market must give its customers thirty (30) days’ advance written notice of their intention to do so. As soon as you receive notification, you are permitted to shop for another REP without penalty. If your REP stops providing electric service, you will not be without power. If you do not choose a new REP during the 30-day period or your contract is not acquired by another REP, your service will automatically be changed to the POLR in your service area. The POLR will offer a regulated rate that may be higher than the price you previously paid for electric service. The POLR is also required to provide the same discounts for low-income customers as other REPS. Information about the POLR and other REPs can be obtained from the PUCT or the POLR. You may call 1-866-PWR-4-TEX or visit: www.powertochoose.org for more information about the default POLR in your area.

Your REP may offer special services for hearing-impaired customers and customers with disabilities. If you have a disability or require special associates regarding your electric account, contact APG&E about these special services.

Outage Information and TDU load shedding procedures: You have the right to information on how to report an outage and how emergency outages (load shedding) are implemented – Your REP is responsible for providing you with the telephone number you may use to report outages or other emergencies and the website for TDU procedures for implementing emergency load shedding procedures at ERCOT’s direction. These numbers and website(s) are:

CONTACT INFORMATION	
APG&E Contact Information:	APG&E Entity and License #
Customer Service Hours: Mon-Thu 9am-8pm ET / 8am-7pm CST; Fri 9am-6pm ET / 8am-5pm CST; Sat 10am-2pm ET / 9am-1pm CST Phone: 1-877-544-4857 (toll free) E-mail: customer@apge.com 6161 Savoy Drive, Suite 500, Houston, TX 77036 General Office Hours: 8am - 5pm Mon-Fri (CST) Website: www.apge.com	AP Gas & Electric (MD), LLC MPSC Certificate #IR-2231
	AP Gas & Electric (NJ), LLC NJBPU License #ESL-0112
	AP Gas & Electric (TX), LLC PUCT License #10105
	AP Gas & Electric (OH), LLC PUCO License #12-541E(1)
	AP Gas & Electric (PA), LLC PAPUC License #A-2010-2192731
EMERGENCY SERVICE: In the event of an electric outage, service interruption, or other emergency, the Customer should immediately contact the local Utility, listed below.	
State of Texas	
ONCOR ELECTRIC DELIVERY 1-888-313-4747 CENTERPOINT ENERGY 1-800-332-7143 AEP TEXAS NORTH and AEP TEXAS CENTRAL (WTU, CP&L) 1-877-373-4858 TEXAS NEW MEXICO POWER 1-888-866-7456 Load Shedding TDU Information: https://faq.apge.com/article/97-texas-tdu-load-shedding	Public Utility Commission of Texas (“PUCT”) Office of Customer Protection, P.O. Box 13326, Austin, TX78711-3326 Phone: (512) 936-7120 or in Texas (toll free) 1-888-782-8477; TTY (512) 936-7136, and Relay Texas (toll free) 1-800-735-2989 Fax: (512) 936-7003 E-mail: customer@puc.state.tx.us Website: www.puc.state.tx.us



Residential
ELECTRICITY FACTS LABEL (EFL)
AP GAS & ELECTRIC (TX), LLC (APG&E)
Fixed Price
June 1, 2022

	Average Monthly Use	500 kWh	1,000 kWh	2,000 kWh
Electricity Price	Average price in ¢ per kWh by TDSP Territory:			
	Centerpoint	30.2	29.6	29.3
	Oncor	29.8	29.3	29.0
	Texas New Mexico Power	30.5	29.6	29.2
	AEP Texas North	31.4	30.4	29.9
	AEP Texas Central	31.3	30.4	30.0
	<p>This price disclosure assumes an Energy Charge* of 25.5 ¢ per kWh. Your actual average price for electricity may vary according to your exact monthly usage. This price disclosure is an example of the total average price for electric service reflecting all recurring charges and is based on the following components:</p> <p>Energy Rate (¢) per kWh: *Energy Charge of 25.5 ¢ per kWh is used in this example. Customer specific Energy Charge is the Contract Price agreed to on Customer Schedule A.</p> <p>Energy Delivery Charges: Transmission and Distribution Service Provider tariff charges (TDSP Pass-Through Charges) as established by the Public Utility Commission of Texas ("PUC"). These TDSP Pass-Through Charges will be passed through without mark-up, plus applicable taxes.</p> <p>The average price per kWh includes the PUC Assessment. Prices are exclusive of state and local sales taxes, the Gross Receipts Reimbursement, Securitization Charges, and any other non-recurring charges. You may be subject to a special charge from TDU that is not included in the total average price for electric service. If you are subject to a TDU special charge, you may contact us using the contact details below for more information regarding the price and applicability of the charge.</p>			
Other Key Terms and Questions	See Terms of Service for a full listing of fees, deposit policy, and other terms.			
Disclosure Chart	Type of Product	Fixed		
	Contract Term	Months		
	Do I have a termination fee or any fee associated with terminating service?	Yes - An early termination fee will apply if you terminate service before the expiration of your Agreement. See the "Early Termination" section of your Terms of Service for a detailed explanation.		
	Can my price change during the contract period?	Yes – See below.		
	If my price can change, how will it change and by how much?	Your price may change only to reflect actual changes in TDSP charges, changes to the Electric Reliability Council of Texas or Texas Regional Entity administrative fees charged to loads, or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on us that are beyond our control.		

Residential
ELECTRICITY FACTS LABEL (EFL)
AP GAS & ELECTRIC (TX), LLC (APG&E)
Fixed Price
June 1, 2022

What other fees may I be charged?	For more information, please refer to the following sections within your Terms of Service: Switching to APG&E, Rate Plan, Credit Requirements, Deposits, Billing, and Payment.
Is this a pre-pay or pay-in-advance product?	No.
Does APG&E purchase excess distributed renewable generation?	No.
Renewable Content	This product is 5.85% renewable.
The statewide average for renewable content is:	28.9%.

CONTACT INFORMATION	
Customer Service Hours: Mon-Thu 9am-8pm ET / 8am-7pm CST; Fri 9am-6pm ET / 8am-5pm CST; Sat 10am-2pm ET / 9am-1pm CST Phone: 1-877-544-4857 (toll free) E-mail: customer@apge.com	6161 Savoy Drive, Suite 500, Houston, TX 77036 General Office Hours: 8am - 5pm Mon-Fri CST AP Gas & Electric (TX), LLC PUCT License #10105 Website: www.apge.com



Small Commercial
ELECTRICITY FACTS LABEL (EFL)
AP GAS & ELECTRIC (TX), LLC (APG&E)
Fixed Price
June 1, 2022

	Average Monthly Use	1,500 kWh	2,500 kWh	3,500 kWh	
Electricity Price	Average price in ¢ per kWh by TDSP territory for demand and non-demand meters:				
	Centerpoint (Non- Demand Meters)	28.8	28.7	28.6	
	Centerpoint (Demand Meters)	30.1	29.6	29.6	
	Oncor (Non-Demand Meters)	29.6	29.4	29.3	
	Oncor (Demand Meters)	32.4	31.1	30.8	
	Texas New Mexico Power (Non-Demand Meters)	33.1	32.9	32.8	
	Texas New Mexico Power (Demand Meters)	32.1	31.2	31.1	
	AEP Texas North (Non-Demand Meters)	29.6	29.4	29.3	
	AEP Texas North (Demand Meters)	31.3	30.7	30.6	
	AEP Texas Central (Non-Demand Meters)	30.5	30.3	30.3	
	AEP Texas Central (Demand Meters)	31.9	31.2	31.2	
	<p>This price disclosure is based on average usage patterns and assumes a 30% load factor for demand charges, where applicable. This price disclosure assumes an Energy Charge* of 25.5 ¢ per kWh. Your actual average price for electricity may vary according to your exact monthly usage. The actual price you will pay during the Contract Term is the sum of the following components as applicable:</p> <p>*Energy Rate (¢) per kWh: Energy Charge of 25.5 ¢ per kWh is used in this example. Customer specific Energy Charge is the Contract Price agreed to on Customer Schedule A.</p> <p>Transmission and Distribution Service Provider tariff charges (TDSP Passthrough Charges) as established by the Public Utility Commission of Texas ("PUC"). TDSP Passthrough Charges for delivering electricity, including any Demand Charges, will be passed through without markup.</p> <p>The average price per kWh includes the PUC Assessment. Prices are exclusive of state and local sales taxes, the Gross Receipts Reimbursement, Securitization Charges, and any other non-recurring charges. You may be subject to a special charge from TDU that is not included in the total average price for electric service. If you are subject to a TDU special charge, you may contact us using the contact details below for more information regarding the price and applicability of the charge.</p>				
	Other Key Terms and Questions	See Terms of Service for a full listing of fees, deposit policy, and other terms.			
Disclosure Chart	Type of Product	Fixed			
	Contract Term	Months			

Small Commercial
ELECTRICITY FACTS LABEL (EFL)
AP GAS & ELECTRIC (TX), LLC (APG&E)
Fixed Price
June 1, 2022

Do I have a termination fee or any fee associated with terminating service?	Yes - An early termination fee will apply if you terminate service before the expiration of your Agreement. See the "Early Termination" section of your Terms of Service for a detailed explanation.
Can my price change during the contract period?	Yes – See below.
If my price can change, how will it change and by how much?	Your price may change only to reflect actual changes in TDSP charges, changes to the Electric Reliability Council of Texas or Texas Regional Entity administrative fees charged to loads, or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on us that are beyond our control.
What other fees may I be charged?	For more information, please refer to the following sections within your Terms of Service: Switching to APG&E, Rate Plan, Credit Requirements, Deposits, Billing, and Payment.
Is this a pre-pay or pay-in-advance product?	No.
Does APG&E purchase excess distributed renewable generation?	No.
Renewable Content	This product is 5.85% renewable.
The statewide average for renewable content is:	28.9%.

CONTACT INFORMATION	
Customer Service Hours: Mon-Thu 9am-8pm ET / 8am-7pm CST; Fri 9am-6pm ET / 8am-5pm CST; Sat 10am-2pm ET / 9am-1pm CST Phone: 1-877-544-4857 (toll free) E-mail: customer@apge.com	6161 Savoy Drive, Suite 500, Houston, TX 77036 General Office Hours: 8am - 5pm Mon-Fri CST AP Gas & Electric (TX), LLC PUCT License #10105 Website: www.apge.com