



Thank you for selecting Infinite Energy as your Retail Electric Provider (“REP”). We appreciate the opportunity to serve you. This Terms of Service (“TOS”) document, along with your Electricity Facts Label (“EFL”) and the Letter of Authorization/Service Summary (“LOA”), describe the terms and conditions of our Agreement with you. As used in this Agreement, the terms “you” and “your” refer to the Customer or Applicant listed on the LOA; the terms “us,” “we,” and “our” refer to Infinite Energy; and the term “party” can refer to either you or Infinite Energy (“parties” if both). This Agreement is governed by the rules established by the Public Utility Commission of Texas (“PUCT”), online at www.puc.texas.gov. If you have any questions about this Agreement or your Service, please contact us:

Mail	Online	Phone
7001 SW 24 th Avenue Gainesville, Florida 32607-3704	www.InfiniteEnergy.com Care@InfiniteEnergy.com	(877) 604-3489, Monday through Friday, 8:00 a.m. through 5:00 p.m. CST

REQUIREMENTS & CONTRACTED VOLUME. Infinite Energy will sell to you, and you will purchase from Infinite Energy, all of your electricity needs on a firm, full requirements basis for the Service Address(es) or Meter(s)/ESIID(s) specified in this Agreement (“Service”). As your REP, we will arrange for the delivery of your Service to you. The price at which electricity is sold under this Agreement (“Energy Charge” or “Rate”) will apply to all kWh consumed, as reported by your TDU or estimated by Infinite Energy, regardless of any variance between your actual usage and the contracted or expected volume(s) specified herein. We will base your monthly expected volumes and any estimated kWh consumed under this Agreement on either one or a combination of the following methods:

HISTORICAL USAGE: Your previous 12 months usage as reported by your Transmission and Distribution Utility (“TDU”) and/or ERCOT;

ESTIMATED USAGE: An estimate based on similarly situated customers’ usage, location and equipment specifications, relevant information provided by you, your TDU, a licensed electrician, or ERCOT, and/or industry standard methodologies.

LENGTH OF AGREEMENT. This Agreement will begin on the date you enter into this Agreement and continue, at a minimum, for the length of time stated in the EFL following your start date. If you are a new Customer, your Service and Rate start date will be your first meter read following your confirmed enrollment by your TDU; if you are a current Customer, your Service will continue and your Rate start date will be the earlier of (a) the date specified in this Agreement or (b) the day following the expiration of your existing Rate.

CREDIT. You authorize Infinite Energy to review your credit-worthiness, including (a) requesting information from consumer credit reporting agencies, financial reporting agencies, credit assessment services, and any references you provide; (b) reviewing your payment history with Infinite Energy; and (c) requesting a payment reference letter from your previous REP. If you do not meet our credit requirements, we may, in accordance with PUCT requirements (e) require you to pay a deposit; (f) require you to provide a letter of credit or third party payment guarantee; (g) refuse to provide you Service; or (h) require pre-payment for Service (www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.477/25.477.pdf).

DEPOSITS. If you do not meet one or more of the credit criteria listed above, Infinite Energy may request a deposit, which must be paid as described below (www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.478/25.478.pdf). Deposit requirements are as follows:

INITIAL DEPOSIT: If you are a new Customer, an initial deposit may be required prior to initiation of your Service. If you are an existing or returning Customer, you may be required to pay an initial deposit upon 10 days’ notice if: (a) your payment was late more than once during the previous 12 months or (b) your Service was disconnected for nonpayment during the previous 12 months.

ADDITIONAL DEPOSIT: A second deposit, in addition to the initial deposit, may be required from an existing or returning Customer upon 10 days’ notice if (a) your average invoice over the preceding 12 months is at least twice the amount of the original estimate of your average monthly usage or (b) your Service was disconnected for nonpayment during the previous 12 months.

DEPOSIT AMOUNT: Your total deposit requirement per Meter/ESIID will not exceed an amount equal to the greater of (a) one-fifth of your estimated annual usage, (b) if you are a residential Customer, the sum of your estimated invoices for the next 2 months, or (c) if you are a commercial Customer, the sum of two average monthly invoices as reasonably estimated by Infinite Energy.

INTEREST ON DEPOSITS: Deposits held more than 30 days will accrue interest from the date of receipt at the annual rate established by the PUCT. Accrued interest will be credited pursuant to the REFUND OF DEPOSIT section of this Agreement or you may request to have the interest credited to your account annually.

REFUND OF DEPOSIT: Upon 12 timely, consecutive, monthly payments, or (b) termination of Service, we will apply your deposit, plus any accrued interest, to your account. Upon termination of Service, if the deposit refund creates a credit balance on your final invoice, we will refund the credit balance to you.

BILLING AND INVOICING. Infinite Energy will provide you with a monthly invoice for your Service(s). Each invoice will be based on usage and other information received from your TDU and/or ERCOT. If your usage information is not available for a billing period, we may send you an estimated invoice. Infinite Energy reserves the right to include on your invoice any charges or credits necessary to correct any estimate, miscalculation, error, or omission. Your invoice is due by the due date listed on the invoice; however, you must pay all charges incurred on your account(s) even if you do not receive an invoice. To request a copy of your invoice, please contact us.

BUDGET BILLING: We are happy to offer budget billing, a level monthly payment plan based on your estimated monthly usage, to our residential customers. We will review and reconcile your account at least once per year to determine your monthly payment amount. Budget billing will be cancelled upon your request or if your Service is terminated (see **TERMINATION & DISCONNECTION OF SERVICE**); if budget billing is cancelled, your account will be reconciled and any credit or balance will appear on your next invoice.

PROMPT PAYMENT ACT: If you are a governmental entity as defined in Tex. Gov't Code, Chapter 225, billing and payments under this Agreement are subject to the Prompt Payment Act. You must notify us of your status as a governmental entity (www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.482/25.482.pdf; www.statutes.legis.state.tx.us/SOTWDOcs/GV/htm/GV.2251.htm).

OTHER FEES. You are responsible for paying any fees and costs charged by your TDU or Infinite Energy. Examples include:

LATE PAYMENT FEE: Your invoice will be considered late if we receive payment after the invoice due date. We are not responsible for postal or other delays. Each late invoice may incur a late fee equal to 5% of the new charges.

RETURN PAYMENT FEE: Infinite Energy may charge \$30.00 for each payment rejected by your bank for any reason.

EARLY TERMINATION FEE: Infinite Energy may charge an early termination fee if your Service is terminated during the term of this Agreement.

TDU FEES: You may be charged TDU Delivery Charges (the total amounts assessed by your TDU) and non-recurring or discretionary TDU charges. These charges will be included in your Energy Charge or passed through to you without mark-up as a separate item on your invoice, as described on your EFL. Examples of non-recurring or discretionary TDU charges fees include out-of-cycle meter read fees, connection fees, disconnection fees, and reconnection fees. All TDU charges are described in your TDU's tariff, available from your TDU's website.

METERING & CUSTOMER CHARGES: Includes all TDU recurring monthly charges, such as the Customer Charge, Metering Charge, Energy Efficiency Cost Recovery Factor, and Advanced Metering Cost Recovery Factors.

DELIVERY CHARGES: Includes all TDU recurring charges that are billed on a per-unit basis, such as the Transmission System Charge, Distribution System Charge, Transition Charge(s), and similar charges.

DEMAND CHARGES: The demand charge is a PUCT-approved billing mechanism used by your TDU to recover the cost of providing transmission and distribution Service to non-residential customers with a maximum load greater than the kW/kVa threshold established in your TDU's tariff. If your TDU determines that your Service location is or becomes eligible for a demand charge, it will be passed through to you without markup. You agree to pay for any and all demand charges passed through to you from your TDU. For additional information, please see your TDU tariff or call us.

INTEREST UPON TERMINATION: Once your Service is terminated, Infinite Energy reserves the right to charge interest at the rate of 24% per annum or the maximum amount allowed by law, whichever is less, on any past due balance.

DISCONNECTION AND RECONNECTION AFTER NON-PAYMENT: Infinite Energy may charge you a \$20 disconnection fee for processing an electric Service disconnection transaction. Infinite Energy may charge you a \$20 reconnection fee for processing a reconnection transaction on your account. Disconnection and reconnection fees are in addition to any such fees passed through from your TDU (see **OTHER FEES: TDU FEES**) and will be assessed if and when the transaction is processed regardless of whether your Service is actually disconnected or reconnected by your TDU.

PAYMENT OPTIONS. Infinite Energy will accept the following methods of payment for your invoice:

CHECK OR MONEY ORDER: You can mail a check or money order to Infinite Energy, PO Box 660905, Dallas, TX 75266-0905.

CASH: For cash payment options in your state, please contact us, visit us online, or review your invoice.

AUTO-PAY: You can enroll in automated recurring credit card or ACH payment by contacting Infinite Energy.

ONLINE AND TELEPHONE: If you are a residential customer, you may pay via ACH, debit, VISA, MasterCard, Discover, and American Express by phone or by registering on our website. Commercial customers may pay via ACH.

RETURNED PAYMENTS: If you have 2 or more returned payments during any 12 month period, Infinite Energy may require you to pay your invoices by cash, money order, or cashier's check.

RESIDENTIAL CUSTOMER ASSISTANCE. The following customer assistance programs may be available to you:

PAYMENT ARRANGEMENTS AND ASSISTANCE PROGRAMS: If you are unable to pay your invoices in full in a timely manner, you may qualify for a payment arrangement or a payment assistance program through Infinite Energy or an independent energy assistance program. Please contact us for eligibility requirements for Infinite Energy's arrangements and programs. If you qualify for an independent energy assistance program, you must notify us with a written notification from the agency or program; the notification must include your name, your Infinite Energy account number, the approved assistance amount, and the date when payment will be remitted to Infinite Energy (puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.480/25.480.pdf).

CRITICAL CARE CUSTOMERS: If an interruption of your Service will create a dangerous or life-threatening condition, you may qualify as a critical care customer. We will provide you with a Critical Care Eligibility Determination Form upon request, which you must complete and return to us. We will forward your completed form to your TDU for qualification review. Once your TDU has qualified you as a critical care residential customer, the designation is valid for 1 year, and we will send you a renewal application prior to the expiration of your designation. Designation as a critical care customer does not waive any deposit requirement nor does it relieve you from your obligation to pay for your electricity (puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.497/25.497.pdf).

TITLE AND TAXES. Title to your Service will pass from Infinite Energy to you when your Service is received by the TDU. Each party will indemnify and hold harmless the other from all taxes, royalties, fees, or other charges incurred with respect to the Service to which it has title; you are responsible for any taxes, fees, or charges imposed simultaneously with the transfer of title. You are responsible for the payment of any taxes and government charges imposed upon your Service. If you are exempt from sales taxes or any other taxes and/or government charges, you must provide Infinite Energy with the tax exempt certificates related to your Service so that your account can be updated accordingly.

BALANCE INQUIRIES. If you dispute any balance, you must notify Infinite Energy. The undisputed portion of your account balance must be paid when due; after giving notice of your dispute, you may withhold payment for the disputed portion only. You will refrain from taking any legal action with regard to the disputed amount until a final determination is made by Infinite Energy, which shall be made within a reasonable time. If the dispute is determined to be valid, all disputed amounts will become due immediately and late fees may be assessed to your account from the original due date. Infinite Energy will comply with all PUCT billing rules, including the provisions of section §25.480 which require REPs to correct prior period billings (www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.480/25.480.pdf).

CONDITIONAL PAYMENTS. Any form of payment sent to Infinite Energy for less than the full balance due which is marked "paid in full" or contains similar notation, or is tendered as full satisfaction of the balance, may be treated as (a) a partial payment on your account or (b) improper payment and refused by Infinite Energy, in Infinite Energy's sole discretion. We reserve all rights concerning these payments.

EXPIRATION AND RENEWAL. We will notify you of all available renewal options no less than 30 calendar days before your Agreement end date. If you do not renew or terminate Service with Infinite Energy prior to the end date of this Agreement, you will automatically continue to receive Service from Infinite Energy under the default variable Rate product on a month to month basis until you execute a new agreement or terminate Service.

MATERIAL CHANGE. In the event Infinite Energy makes a material change to the terms of this Agreement, we will send you notice at least 14 days before the change takes effect and will provide you an opportunity to terminate this Agreement without penalty. If you do not terminate this Agreement before the effective date of the material change, the material change will be effective on the date provided in the notification. No notice is required for a change that benefits you (puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.475/25.475.pdf).

TERMINATION & DISCONNECTION OF SERVICE. Infinite Energy may request that your TDU disconnect your Service for non-payment of past-due amounts, including deposits, or pursuant to PUCT rules. In the event of disconnection for non-payment, Infinite Energy will provide you with at least 10 days prior written notice (puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.483/25.483.pdf). Service to a Meter will be deemed terminated if (a) Service to the Meter is disconnected for a period of 10 or more days, regardless of the reason for disconnection, or (b) the Meter ceases to use electricity for a period greater than 30 days.

TERMINATION DURING RESCISSION PERIOD. If you are switching your Service to Infinite Energy from another REP, you have the right to rescind this Agreement, without fees of any kind, within 3 federal business days of receiving your Terms of Service. You may rescind by providing verbal notice including your name, your Service Address(es), your phone number, and a statement expressing your intent to invoke your 3 day right of rescission to Infinite Energy at (877) 604-3489.

TERMINATION AFTER RESCISSION PERIOD. If Service to any Meter is terminated, such Meter will be subject to an Early Termination Fee unless such termination is (a) due to a move to a new premise and you have provided sufficient evidence of your move; (b) pursuant to the MATERIAL CHANGE section, or (c) initiated within 14 days before your Agreement expiration date.

COSTS. If you fail to pay the amounts due and Infinite Energy incurs any costs related to our attempts to collect these amounts, then you agree to pay Infinite Energy all reasonable fees and expenses that we incur in the collection process, which may include but are not limited to reasonable attorney's fees and costs (including in-house legal fees), court costs, and any third party collection fees. Evidence of any costs claimed under this section will be provided upon request.

EARLY TERMINATION FEES. If you take any action causes your Service with Infinite Energy to terminate prior to the end date of your Agreement, you agree that Infinite Energy's damages resulting from this early termination of your Service would be difficult if not impossible to determine; therefore you agree to pay Early Termination Fees as follows:

RESIDENTIAL ACCOUNTS. As stated in the "Disclosure Chart" of your EFL.

COMMERCIAL ACCOUNTS: Equal to the average of your actual or estimated invoices over the 12 month period prior to termination of your Service multiplied by the lesser of (a) 3.0 or (b) the number of prorated billing cycles remaining before the end date of this Agreement. If more than 14 days but fewer than 90 days of Service remain, your Early Termination Fee will be prorated based on the number of days remaining. For example, if your Service terminates with 45 days remaining in the term of your Agreement, your Early Termination Fee will be equal to 1.5 multiplied by your average monthly invoice.

FORCE MAJEURE. Except for any obligation to make payments when due, neither party will be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. Force Majeure occurrences include events outside the control of the party claiming Force Majeure, and may include acts of God or Goddesses, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, accidents to machinery, transmission or distribution lines, and actions of any government authority which result in conditions, limitations, rules, or regulations that materially impair either party's ability to perform hereunder, and which could not have been prevented by the affected party through its own due diligence; or any similar cause beyond the control of the party failing to perform. You understand a Force Majeure event may cause a partial or complete loss of Infinite Energy's supply, and such event and the loss of

supply are expressly included herewith. The affected party will give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon.

LIMITATION OF LIABILITY. Infinite Energy does not generate, transmit, or distribute electricity and therefore does not guarantee your Service will be continuous or uninterrupted. Accordingly, Infinite Energy will not be liable to you or any other party for any losses, special, incidental, indirect, consequential or punitive damages arising from the TDU's Service, structural damage, and/or a breach of this Agreement. In no event will Infinite Energy's liability in connection with this Agreement exceed the difference between the replacement rate for your Service and your rate under this Agreement multiplied by your consumption while under replacement Service.

ENTIRE AGREEMENT AND AMENDMENTS. This Agreement constitutes the entire understanding between the parties. No modification or amendment of this Agreement will be binding on either party unless in writing and signed by an authorized representative of each party.

ASSIGNMENT. This Agreement shall extend to and be binding upon the respective successors and assigns of the parties; provided, however, you may not assign this Agreement without Infinite Energy's prior written consent and any purported assignment without such consent may be void in Infinite Energy's sole discretion; such consent shall not be unreasonably conditioned, withheld, or delayed. You hereby acknowledge and consent to Infinite Energy's assignment or subrogation of all Infinite Energy's rights and obligations of this Agreement. In the event any other provision of this Agreement shall be deemed to prohibit or otherwise restrict Infinite Energy's assignment or subrogation of this Agreement, this provision shall control.

VERBAL RECORDINGS. Infinite Energy may electronically record all telephone conversations with you without further notice.

NO WAIVER. A waiver of any right or obligation under this Agreement must be in writing and signed by an authorized representative of the party granting the waiver. Each waiver is a one-time waiver and will not operate as a continuing or future waiver of any other right or obligation.

NO WARRANTY. Except as expressly set forth herein, Infinite Energy makes, and you receive, no warranty, express, implied, or statutory. Infinite Energy specifically disclaims any warranty of merchantability or fitness for a particular purpose.

SEVERABILITY. If any provision of this Agreement is found to be unenforceable, then such provision will be stricken and the remainder of this Agreement will remain in full force and effect.

GOVERNING LAW AND VENUE. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without recourse to such state's choice of law rules. Exclusive venue for resolution of any dispute is Harris County, Texas, and the parties consent to the personal jurisdiction of said courts. You waive any and all rights to assert a defense of inconvenient forum or lack of personal jurisdiction. This Agreement is subject to and conditioned upon all applicable local, state and federal laws, your TDU tariff on file with PUCT, PUCT rules and regulations (puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx), and ERCOT protocols (www.ercot.com/mktrules/nprotocols/current). This Agreement includes any amendments made by PUCT, ERCOT, or your TDU from time to time. Infinite Electric LLC d/b/a Infinite Energy is certified as a REP by PUCT under certificate number 10196.

JURY WAIVER. Both parties hereby irrevocably waive all rights to trial by jury.

ANTIDISCRIMINATION POLICY. Infinite Energy does not discriminate 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 in an economically distressed geographic area, or qualification for low income or energy efficiency services. Infinite Energy will not use credit or utility payment data as the basis for determining the price for Service on any residential contract with a term of 12 months or less.

CONFIDENTIALITY. We value your privacy. Any information we collect while providing you Service, as well as the existence of this Agreement and its terms are deemed confidential; however, either party may share confidential information with their employees, lenders, royalty owners, counsel, accountants and other agents, or with prospective purchasers of substantially all of a party's assets or rights under this Agreement, provided such persons shall have agreed to keep such terms confidential. Neither party will directly or indirectly disclose confidential information without the prior written consent of the other party except (a) in order to comply with any applicable law, order, regulation, or exchange rule or (b) to the extent necessary for the enforcement of this Agreement. In the event disclosure is required by law, the disclosing party will use reasonable efforts to prevent or limit the disclosure of any confidential information and will cooperate (consistent with the disclosing party's legal obligations) with the other party to obtain protective orders or similar restraints. Subject to the limitations on liability set forth herein, the parties will be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder will be kept confidential by the parties hereto for one year from the expiration of the transaction.