

**Your Rights As A Customer – Please Print and Retain a Copy**  
**Texpo Power, LP d/b/a Texpo Energy (“Texpo”), Certificate No. 10126**  
**BUSINESS PARTNERS FIXED RATE PLAN FOR TEXAS BUSINESSES WITH PEAK DEMAND OF LESS THAN 50KW**  
**NO LONG TERM COMMITMENT SAVINGS PLAN FOR TEXAS BUSINESSES WITH PEAK DEMAND OF LESS THAN 50KW**  
**(V. BUSDUALTXP040110)**

**PLEASE READ. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AS A CUSTOMER**

Texpo is pleased to provide you, a retail customer in the State of Texas, with this document describing your rights as a customer. These rights apply to all small commercial (non-residential) customers with a peak demand of less than 50kW served by Texpo as a certified Retail Electric Provider (“REP”) in Texas. This document is based on the rules (“Customer Rules”) adopted by the Public Utility Commission of Texas (“PUCT”), a complete copy of which is available on the PUCT’s website at <http://www.puc.state.tx.us/rules/subrules/electric>.

**OBTAINING AND CANCELING SERVICE**

**Unauthorized Change of Service Provider or “Slamming”:** A REP must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched to Texpo without your authorization, you should request Texpo to provide you with a copy of your authorization and verification. Texpo must submit this to you within 5 business days of your request. If you are not satisfied with this response, you may also file a complaint with the PUCT at the address provided below. Upon receipt of a complaint filed with the PUCT, Texpo must respond within 21 days of receipt of the complaint, providing all documentation relied upon by Texpo related to the authorization to switch, and any corrective actions taken to date, if any. If Texpo is serving your account without proper authorization, Texpo must work with other market participants to take all actions necessary to return you to your original REP as quickly as possible. Your original REP has the right to bill you at the price disclosed in its terms of service from either: 1) the date you are returned to your original REP, or 2) any prior date chosen by your original REP for which that REP had the authorization to serve you. Texpo shall, within 5 business days from the date that your service is returned to your original REP, refund all charges paid for the time period the original REP ultimately bills you (assuming the original REP provides Texpo with the pertinent information needed to calculate such refund). In addition, Texpo is responsible for paying all charges associated with returning your service to your REP of choice. For periods that Texpo served you that are not billed to you by your original REP, Texpo may bill you, but at a rate no higher than the rate you would have been charged by your original REP.

**Right of Rescission:** When requesting a switch in service provider to Texpo, you may rescind your contract with Texpo without any penalty or fee within 3 federal business days (includes Saturday) after you receive your Electric Service Agreement (“Agreement”). You may cancel your service by calling us at 1-877-TEXPOLP (839-7657) (toll-free) or 713-358-8510 or e-mail us at [customer.care@texpoenergy.com](mailto:customer.care@texpoenergy.com). You may also terminate your Agreement with Texpo without penalty in the event: (a) you move to another location; (b) market conditions change and the Agreement allows Texpo to terminate such agreement without penalty in response to changing market conditions; or (c) Texpo notifies you of any changes in the terms and conditions of service as stipulated in the Agreement. This right of rescission does not apply to applicants requesting a move-in, to customers whose REP transfers the customer to the Provider of Last Resort (“POLR”), or when a REP “drops” a customer to the affiliated REP for non-payment. If you do not rescind your request for service within this 3 federal business day period, you will be responsible for all service rendered to you at the enrollment address. If you do not rescind the contract within this 3 federal business day period, you retain the right to select another REP and may do so by contacting that REP, although you will be responsible for any charges incurred to switch your service. See your Agreement for additional details regarding canceling or terminating your contract.

**BILLING ISSUES**

**Unauthorized Charges or “Cramming”:** Before any new charges for non-energy-related products or services are included on your electric bill, Texpo must inform you of the product or service, all associated charges, how these charges will appear on your electric bill and obtain your consent to accept the product or service. Your REP must provide you with a toll-free telephone number and address that you may use to resolve any billing dispute or to ask questions about your bill. If you believe your electric bill includes unauthorized charges, you may contact your REP to dispute such charges. After exhausting your REP’s internal complaint resolution procedures (as set forth below), you may file a complaint with the PUCT if you remain unsatisfied. Texpo will not seek to disconnect your electric service for nonpayment of an unauthorized charge or file an unfavorable credit report against you for disputed unpaid charges that are alleged to be unauthorized, unless the dispute is ultimately resolved against you. If the charges are determined to be unauthorized, Texpo will cease charging you for the unauthorized service or product, remove the unauthorized charge from your bill, and refund or credit all money you paid for any unauthorized charge within 45 days. If charges are not refunded or credited within 3 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/credited. You may request all billing records under Texpo’s control related to any unauthorized charges within 15 business days after the date the unauthorized charge is removed from your bill. Texpo will not re-bill you for any charges determined to be unauthorized.

**Deferred Payment Plans and Other Payment Arrangements:** If you cannot pay your bill, please call Texpo immediately. Texpo may, in its sole discretion, decide to offer you a short-term payment arrangement that allows you to pay your bill after your due date, but before your next bill is due. In addition, you may qualify for a “deferred payment plan.” A deferred payment plan allows a customer to pay an outstanding bill in installments beyond the due date of the current bill. Texpo may require an initial payment to initiate the agreement. Texpo must offer you a deferred payment plan unless

you have received more than two disconnection notices during the past 12 months or you have been Texpo customer for less than 3 months and do not have sufficient credit or payment history with another REP. Texpo must offer customers deferred payment plans for bills that are due during an extreme weather emergency and to customers who have been under-billed in the amount of \$50.00 or more. A deferred payment plan may include a 5% penalty for late payment. If you do not fulfill the terms of the payment arrangement or deferred payment plan, Texpo may disconnect your service as discussed below. For additional details on these programs, please see your Agreement or contact Texpo for more information.

**Texpo's Deposit Policies:** In addition to the information regarding deposits set forth in your Agreement:

(1) **Deposit Upon Sign Up:** Texpo will confirm your credit history when you sign-up to determine if an initial deposit will be required. Texpo may require a deposit if your credit fails to satisfy our credit requirements in our good faith sole discretion (using only non-discriminatory criteria such as your credit scores from credit reporting agencies and payment history).

(2) **Initial Deposit After Sign Up:** Once you become an existing customer, if Texpo did not require a deposit from you upon sign up, Texpo will not require from you an initial deposit unless you have been late paying a bill more than once during the previous 12 months of service or unless your service has been disconnected for nonpayment during the last 12 months of service.

(3) **Deposit Amount:** The total of any such deposits may not exceed an amount equivalent to the greater of: (i) the sum of the estimated billings for the 2 highest months (as forecasted by Texpo); (ii) one-fifth of the estimated annual billing, or (iii) the amount permitted by the Customer Rules (<http://www.puc.state.tx.us/rules/subrules/electric>).

(4) **Additional Deposit:** An additional deposit may be required if the average of your actual billings for the last 12 months is at least twice the amount of the original average of your estimated billings, or if a disconnection notice has been issued or the account disconnected within the previous 12 months, or as otherwise permitted by the Customer Rules (<http://www.puc.state.tx.us/rules/subrules/electric>).

**Meter Reading and Testing:** Please contact Texpo for information regarding how to read your meter. You have the right to request a meter test. Texpo may make this request to your Transmission and Distribution Service Provider ("TDSP") on your behalf. If a test is performed more than once in a four-year period, and the meter is determined to be functioning properly, then you may be charged a fee for the additional meter test(s) at the rate approved for your TDSP. The TDSP or Texpo will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter.

## DISCONNECTION

**Failure to Pay:** As explained in "Disconnection of Service" below, for customers who do not pay their electric bill by the due date, Texpo may request the TDSP to "disconnect" the electric service, after the expiration of a required 10-day notice period.

**Disconnection of Service:** The PUCT has provided that under certain dangerous circumstances (such as unsafe electric line situations) any REP, including the POLR, may authorize your TDSP to disconnect your electric service without prior notice to you. Additionally, as of June 1, 2004, the PUCT will allow your REP to request the disconnection of your electric service for any of these reasons: (1) failure to pay a bill owed to the REP or to make a deferred payment arrangement by the date of disconnection; (2) failure to comply with the terms of a deferred payment arrangement or other payment agreement made with the REP; (3) using service in a manner that interferes with the service of others or the operation of nonstandard equipment; (4) failure to pay a deposit required by the REP; or (5) failure of a guarantor to pay the amount guaranteed when the REP has a written agreement, signed by the guarantor, which allows for disconnection of your service. Prior to disconnecting your service, your REP must provide you with a written Disconnect Notice. This notice must be mailed to you separately (or hand-delivered) no earlier than the first day after the date your bill is due. The disconnection date must be 10 days from the date the notice is issued and may not fall on a holiday or weekend (or the day preceding) unless the REP's personnel are available to take payments and service can be reconnected. Please contact Texpo immediately if you feel your service is being (or has been) wrongfully disconnected. Subject to the foregoing notice and delay requirements, Texpo may authorize your TDSP to disconnect your electric service without prior notice to you.

**Availability Of Provider of Last Resort:** If you are notified that you are subject to disconnection of your electric service, you may seek to obtain services from another REP or the POLR. You have the option to request service from the POLR, which offers a standard retail service package. Information about the POLR and other REPs can be obtained from the PUCT or the POLR.

**Restoration of Service:** If your service has been disconnected by Texpo for non-payment, Texpo or POLR will, upon satisfactory correction of the reasons for the disconnection, notify your TDSP to reconnect your service. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate to Texpo or the POLR and any other required third parties that you have corrected the dangerous situation.

## DISPUTES WITH YOUR PROVIDER

**Billing Questions and Complaint Resolution:** Please contact Texpo if you have specific comments, questions or complaints. If you feel your bill is incorrect, you are hereby advised of Texpo's complaint resolution procedures, which are set forth below. You should first contact a Texpo Customer Care Representative or e-mail customer care at [customer.care@texpoenergy.com](mailto:customer.care@texpoenergy.com) with your clearly communicated complaint. Upon receipt of a complaint, Texpo must investigate and notify you of the results within 21 days. If you are dissatisfied with the results of the investigation, you may request that Texpo perform a supervisory review. Texpo must 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 may file a complaint with the PUCT: Public Utility Commission of Texas, Customer Protection Division, P.O. Box 13326 Austin, Texas 78711-3326, Phone: (512) 936-7120 or (888) 782-8477, TTY (512) 936-7136, Fax: (512) 936-7003, Email: [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us), Website: [www.puc.state.tx.us](http://www.puc.state.tx.us). Please include the following information in

your complaint: (i) your name, billing and service address, and telephone number; (ii) the name of your REP; (iii) your account number; (iv) an explanation of the facts and the resolution that you desire in your complaint; (v) your REP's suggested solution; and (vi) any supporting documentation. For a complaint involving a disputed bill, Texpo may not initiate collection activities or disconnection activities or report the delinquency to a consumer reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, Texpo may disconnect your service for non-payment of any undisputed portion of the bill.

**Special Services:** Your REP may offer special services for hearing-impaired customers and programs for customers with physical disabilities. If you have a physical disability or require special assistance regarding your electric account, please contact Texpo to inquire about the process to become qualified for any of these special services.

### OTHER PROTECTIONS AND PROVISIONS

**Do Not Call List:** The PUCT maintains a "Do Not Call List" of customers who do not want to receive telemarketing calls for electric service. Call toll-free 1-866-TXNOCAL(L) or 1-866-896-6225, or visit the PUCT website at [www.puc.state.tx.us](http://www.puc.state.tx.us) to subscribe to the Do Not Call List.

**Language Availability:** Esta información esta disponible en Español. Por favor llame a Texpo al (877) TEXPOLP (839-7657) en Houston o (713) 358-8510 fuera de Houston, o por correo electronico [customer.care@texpoenergy.com](mailto:customer.care@texpoenergy.com). Texpo will provide upon request information in Spanish. You may request to receive information from Texpo in Spanish, or any language in which you were initially solicited.

**Privacy Rights:** Except as described below, Texpo may not release your proprietary customer information to any other person without your consent. 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. This prohibition does not apply to the release of your information under certain circumstances as required by law, including release to the PUCT, an agent of Texpo, consumer reporting agencies, law enforcement agencies or your TDSP. Texpo may also share this information with a third party for the purpose of marketing such party's products or services to you after you are provided an opportunity to opt-out of the release of your information. In addition, this prohibition does not apply to the release of prior historical usage upon request and authorization of a current customer or applicant of a premise.

**Customer Lists From Which You May Wish to be Excluded:** Texpo may be required to release a list of its customers for the most recent 12 month period that includes your name, billing address, rate classification, monthly usage, meter type, and account number or ESI ID. If you would like your name to be excluded from this list, please call us at (877) TEXPOLP (839-7657) (toll free).

**Contact Information:**

<b>INTERNET ADDRESS:</b>	<a href="http://www.texpoenergy.com">www.texpoenergy.com</a>	<b>EMAIL ADDRESS:</b>	<a href="mailto:customer.care@texpoenergy.com">customer.care@texpoenergy.com</a>
<b>MAILING ADDRESS:</b>	Texpo Commercial Division 5773 Woodway Drive, # 311 Houston, Texas 77057	<b>GENERAL OFFICE HOURS:</b>	8:30am CST - 5:30pm CST M-F
<b>TELEPHONE:</b>	(713) 358-8510	<b>CUSTOMER SERVICE HOURS:</b>	8:30am CST - 5:30pm CST M-F
<b>TOLL-FREE NUMBER:</b>	(877) TEXPOLP (877) 839-7657 8:30am - 5:30pm CST M-F (except holidays)	<b>ENROLLMENT CENTER</b>	(713) 358-8510
<b>ORDERS FAX:</b>	(713) 358-8508		

**24 Hour Service Outage & Emergency Reporting:** If you have an electrical emergency or a power outage, please call the applicable telephone number below:

Oncor Electric Delivery Company	(888) 313-4747	CenterPoint Energy	(800) 332-7143
AEP Texas North (WTU) and AEP Texas Central (CP&L)	(866) 223-8508	Texas New Mexico Power	(888) 866-7456
Texas New Mexico Power	(888) 866-7456	Sharyland	(956) 668-9551

**Other Terms:** Please refer to your Agreement, your Documentation of Enrollment and your Electricity Facts Label for additional information regarding your and Texpo's rights and obligations.

**No Waiver:** This Document is intended to provide you with a summary of your rights and our obligations under the Customer Rules (<http://www.puc.state.tx.us/rules/subrules/electric>) and is not intended to constitute any type of legal advice. Notwithstanding anything herein to the

contrary, the following shall not be construed as any sort of waiver of our rights under your Agreement, such Customer Rules, or any other applicable rule or law: (a) our methods of summarizing such rights and rules; (b) any statements contained herein; or (c) our failure to set forth any of our rights and privileges granted by any such Customer Rules (<http://www.puc.state.tx.us/rules/subrules/electric>) or other applicable rule or law. This summary assumes that you are a "small commercial" class customer, as defined by the Customer Rules (<http://www.puc.state.tx.us/rules/subrules/electric>). We hope you found this Document to be helpful. Please call us with any questions.