

## Electricity Facts Label (EFL)

### Simple Power - Simple 12

July 28, 2010

<i>Electricity price</i>	Average price per kWh	Average Monthly Use		
		500kWh	1,000kWh	2,000kWh
	AEP Central	10.8¢	10.8¢	10.8¢
	AEP North	9.7¢	9.7¢	9.7¢
	Centerpoint	10.6¢	10.6¢	10.6¢
	Oncor	9.5¢	9.5¢	9.5¢
	Sharyland	10.0¢	10.0¢	10.0¢
	TNMP	9.7¢	9.7¢	9.7¢

<i>Other Key Terms and questions</i>	<i>See Terms of Service statement for a full listing of fees, deposit policy, and other terms.</i>
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<i>Disclosure Chart</i>	Type of Product	Fixed
	Contract Term	12 Months
	Do I have a termination fee or any fees associated with terminating service?	Yes - \$150
	Can my price change during contract period?	Yes
	If my price can change, how will it change, and by how much?	This price disclosure is an example based on current TDSP, ERCOT and Texas Regional Entity charges; your average price for electric service will vary in the event that the PUCT permits any changes in fees charged by the TDSP, if ERCOT permits any changes, increases, or adds new fees to the fees, or if federal, state or local laws impose new or modified fees or costs on Simple Power that are beyond Simple Power's control.
	What other fees may I be charged?	This plan has no monthly fee. "Not Sufficient Funds" and similar fees are detailed in the Fee Disclosures section of the Terms of Service.
	Is this a pre-pay or pay in advance product	No
	Does the REP purchase excess distributed renewable generation?	No
	Renewable Content	3% renewable
	The statewide average for renewable content is:	6.1% renewable



**888-TX-SIMPLE (888-897-4675)**  
 Mon-Fri, 9:00 a.m. - 6:00 p.m CT  
 excluding holidays

**Version 3.3**  
 This plan is for customers with  
 residential meter profiles only

[care@simplepower.com](mailto:care@simplepower.com)  
[www.simplepower.com](http://www.simplepower.com)

8127 Mesa Dr. B206-342  
 Austin TX 78759

Certification # 10149

The price includes the price of the electricity, charges incurred by the TDSP associated with delivering electricity to your home and other related fees as may be approved by the PUCT or ERCOT. This price excludes applicable taxes. Simple 12 has no monthly fee. Simple 12 is a fixed price plan with a twelve month term.

## Simple Power LP

### Terms of Service

REP License No. 10149

### Simple 6/Simple 12 - Residential Service Version 3.3

**Electricity Made Simple** - Simple Power is pleased to be your choice for electricity service. The following are the Terms of Service of your Agreement with Simple Power. Your Agreement consists of the Terms of Service, your Energy Facts Label (EFL), and Your Rights as a Customer (YRAAC). As your Retail Electric Provider (REP), Simple Power will arrange for the delivery of electricity from your Transmission and Distribution Service Provider (TDSP), the company whose poles and wires bring power to your home or business. Please call us if you ever have questions about your electric service.

*Español. Llame gratis al (888) TX-SIMPLE (888-897-4675) para obtener esta información.*

#### Simple Power Contacts

Web:	www.simplepower.com	Fax (toll-free):	888-897-4699
Email:	care@simplepower.com		
Phone (toll-free):	888-TX-SIMPLE (888-897-4675) (Mon-Fri, 9:00 a.m. - 6:00 p.m. CT, excluding holidays)	Mail:	8127 Mesa Dr. B206-342 Austin, TX 78759

#### For Outages and Emergencies 24 Hours, 7 Days a Week:

CENTERPOINT service territory: 1-800-332-7143  
ONCOR service territory: 1-888-313-4747  
AEP Service Territory: 1-866-223-8508  
TNMP Service Territory: 1-888-866-7456  
SHARYLAND Service Territory: 1-956-668-9551

**Cancellation rights of Customer** - Within three federal business days after receiving our Terms of Service, you have the right to cancel your Agreement without fees or penalties of any kind. This right of cancellation does not apply to move-ins. To cancel, call us toll-free at (888) 897-4675 or you may fax us at (888) 897-4699. Please have your customer name, service address, phone number, and ESI ID you used when you signed up for service with Simple Power.

**Acceptance of Customer by Simple Power** - These Terms of Service are conditioned on Simple Power's acceptance of you as a customer. As a residential customer with a RESLOWR or RESHIWR load profile, you will purchase electricity for the ESI ID and service address you have identified and in accordance with the terms and conditions in your Agreement. Following completion of your enrollment with Simple Power, you may be required to post a deposit or complete a Quality Control or Third Party Verification call before your request for service can be processed. In the event you fail to provide a deposit or additional information required to process your enrollment within ten (10) days of such request, Simple Power reserves the right to refuse to honor the terms of this Agreement. You may re-enroll with Simple Power, if you wish.

**Refusal of Service** - Simple Power may refuse to provide electric service under one or more of the provisions set forth under Subchapter (R) §25.477 of the Public Utility Commission of Texas ("PUC") Customer Protection Rules for Retail Electric Service ([www.puc.state.tx.us](http://www.puc.state.tx.us)). You will be notified if you are denied service under one of these provisions.

**Term and Renewal** - The initial term under this Agreement will begin on a date determined by your TDSP (unless you require new service), and will continue for a period specified in your EFL. At the end of the initial term, this plan will automatically revert to the Standard Variable pricing plan. A contract expiration notice will be sent to you at least 14 days prior to the end of the initial term. Simple Power is not liable for, nor is it able to commit to, an exact date for the commencement of service with Simple Power. You may terminate service without penalty if you move to another premise.

**Termination Fees** - After the "right of cancellation" period described above expires, you will be assessed the termination fee specified in your EFL if you cancel your service under this Agreement prior to the expiration of your initial term, or if your service is cancelled by Simple Power due to your breach of the terms of this Agreement. Upon receipt of acceptable documentation, Simple Power will waive this termination fee if you move to another premise. To terminate this Agreement, you may call or fax us at the contact numbers provided above. If your termination requires an early meter read by your TDSP, you will be charged a fee established by the TDSP. Regardless of the method or reason for termination of the Agreement, you are responsible for payment of all outstanding charges incurred through the date on which the termination is effected by the TDSP.



**Critical Care Customers** - If interruption or suspension of your electricity will create a dangerous or life-threatening condition, you may qualify as a “critical load” for notification of interruptions and suspension of service by the TDSP. The TDSP determines whether you qualify. To request this designation, you must complete the Critical Care Eligibility Determination Form annually and return it to the TDSP. Qualification as a critical care customer does not relieve you of the obligation to pay for the electric service you receive.

**REP’s Right to Cancel** - Simple Power will make every effort to allow you to make your payments on time or arrange alternate payment schedules. However, Simple Power has the right to terminate your service if:

- You do not pay a required deposit or a bill for electric service by the due date, or call us to arrange an alternate payment schedule;
- You do not fulfill the terms of an arranged alternate payment schedule;
- You do not pay outstanding balances on an account you have guaranteed; or
- You attempt theft of service or otherwise attempt to tamper with or bypass metering equipment, or reconnect service without authority.

**Disputes or Complaints** - Please contact us if you have specific comments, questions, complaints, bill questions, or if you feel your bill is incorrect, by calling a Simple Power Customer Care Representative or emailing [care@simplepower.com](mailto:care@simplepower.com). If you are not satisfied with our attempt to resolve the problem, you may file a complaint with our company and request a Simple Power supervisory review. If we fail to resolve your dispute, it is your right to file a complaint with the PUCT. The PUCT contact information is as follows: Public Utility Commission of Texas, Customer Protection Division P.O. Box 13326, Austin, Texas, 78711-3326; telephone (512) 936-7120 or (888) 782-8477; 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); TTY (512) 936-7136. Please see your YRAAC document for more information.

**Discrimination** - Simple Power does not discriminate, deny service, or require a prepayment or deposit for service based on a customer’s race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services. Simple Power does not use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service for a product with a contract term of 12 months or less.

**Material Change** - Simple Power reserves the right to modify or terminate this Agreement, without penalty, in response to new or changed law, rule, tariff, regulation, procedure or protocol, or interpretation thereof (a “Material Change”). Should Simple Power make a Material Change or modification to this Agreement, you shall be notified forty-five (45) calendar days in advance of the effective date of such Material Change. Upon receiving notice of the Material Change in your bill or in a separate mailing, you shall have the right to terminate your service without any penalty from Simple Power. If you do not choose another REP before the effective date of the Material Change as defined in the notice, Simple Power will continue to serve you under the modified terms and conditions of this Agreement. Changes in wholesale natural gas and/or electricity prices shall not constitute a Material Change under the terms and conditions of this Agreement.

**Customer Info** - By entering into this Agreement, you agree that your TDSP may release to us certain information that we need to provide you with service, including, but not limited to, your address, phone number, account numbers, and historical usage information.

**Force Majeure** - We will endeavor in a commercially reasonable manner to provide service, but we do not guarantee a continuous supply of electrical energy. Events that are out of our control (Force Majeure Events) may result in interruptions in service. We will not be liable for any such interruptions. We do not generate your electricity, nor do we transmit or distribute electricity to you. Therefore, you agree that we are not liable for damages caused by Force Majeure Events, including, but not limited to, acts of God, acts of any governmental authority, including the PUCT or ERCOT, accidents, strikes, labor trouble, required maintenance work, inability to access the TDSP or ERCOT system, nonperformance of the TDSP or ERCOT, delay of deregulation or changes in laws, rules, regulations, practices or procedures of any governmental authority or ERCOT, or any cause beyond our control. If a Force Majeure Event occurs which renders Simple Power unable to perform in whole or in part under this Agreement, our performance under this Agreement shall be excused for the duration of such event.

**Limitation of liability** - UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

**Representations and Warranties** - The electricity sold under this Agreement will be supplied from a variety of sources. Simple Power makes no representations or warranties other than those expressly set forth in this Agreement. Simple Power expressly disclaims all other warranties, expressed or implied, including warranties of merchantability, conformity to models or samples, and fitness for a particular purpose.

**Assignment** - You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Simple Power. Simple Power may, and you hereby grant your consent permitting Simple Power to: (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 or arrangement; (b) transfer or assign this Agreement to an affiliate of Simple Power; (c) transfer or assign this Agreement to any person or entity succeeding to all or a portion of the assets or control of Simple Power; and/or (d) transfer or assign this Agreement to a certified REP. In the case of (b), (c) or (d) any such assignee shall agree in writing to be bound by the terms and conditions hereof. If you authorized the monthly payment of your invoices via automatic recurring (i) withdrawals from your checking or savings accounts, or (ii) charges to your credit card, you also hereby agree and grant your consent permitting Simple Power to transfer or assign such consent and authorization to any assignee under any assignment permitted under this paragraph. Upon any such transfer or assignment, to which you hereby consent in advance, you agree that Simple Power shall have no further obligations hereunder.

**Governing Law** - This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Texas, and to the extent consistent with applicable law, venue shall be proper in Travis 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.

**Attorneys' and Collection Fees** - If you fail to pay any amount due Simple Power as set forth under these Terms of Service, you will be responsible for reasonable fees and expenses, including but not limited to fees for attorneys and/or collection agents, incurred by Simple Power in pursuit of recovering any such delinquent amounts.

**Entirety** - This Agreement, along with the Applicable Electricity Facts Label and Authorization to Enroll, constitutes the entire agreement between Simple Power and you, the customer. This agreement supersedes any prior agreements or representations, whether oral or written, with respect to these Terms of Service. No modification by change, addition or deletion shall be enforceable unless reduced to writing as provided for in this Agreement.