



**WTU RETAIL ENERGY LP.  
Direct Electricity Plan™ (Residential)**

**Term of Service**

This Term of Service Agreement (Agreement) explains the details of your electric service from WTU Retail Energy LP. (PUCT Certificate No. 10022). If you accept this Agreement, there's nothing else that you need to do. To cancel this Agreement at any time without penalty, please read "Customer's Right to Cancel." By accepting this Agreement you're giving WTU Retail Energy the right to supply electricity to all of the electric service accounts under your name or address, which will be transferred to WTU Retail Energy.

**CUSTOMER INFORMATION:** You give us the right to use any information that we think we will need or find helpful to provide the best possible electric service, which may include address, telephone number, account numbers, historical usage data, payment and credit history and other information, whether from you, your transmission and distribution service provider (TDSP) or current retail electric provider (REP).

**OUR CONTACT INFORMATION:** WTU Retail Energy Customer Care Representatives are available to help you Monday through Saturday from 8:00 a.m. to 8:00 p.m. CT. Call us toll-free at 1-866-322-5563 or write to us at WTU Retail Energy LP., P.O. Box 180, Tulsa, OK 74101-0180.

**TERM OF AGREEMENT:** This Agreement will be effective as of your first scheduled meter read date following completion of enrollment with WTU Retail Energy and will continue until you choose another electricity provider or your service is terminated as outlined in this Agreement.

**PRICING:** The price you will pay WTU Retail Energy for electricity is a variable price as provided for in the Electricity Facts Label. The total average price per kilowatt-hour includes the costs for electricity generation, monthly kWh usage, a monthly customer charge and costs of delivery of electricity to your residence, and is exclusive of taxes. To learn more about specific pricing information, see the "Electricity Facts Label".

WTU Retail Energy's variable price is subject to change and may increase during the term of this Agreement for any reason, including but not limited to if: 1) there is a change in fees imposed by the Electric Reliability Council of Texas ("ERCOT") and/or PUCT authorized changes imposed by your TDSP; 2) WTU Retail Energy determines in its sole discretion that the rate class or type of service originally designated by ERCOT, WTU Retail Energy, or by you is incorrect; or (3) CPL Retail Energy determines in its sole discretion that the price should change, and subject to the provisions in the attached Electricity Facts Label. Pricing features and product details of the Direct Electricity Plan can also be changed under the Changes to Terms of Service provision of this Agreement.

In addition, you may be required to pay nonrecurring fees and charges as required or allowed by PUCT rules, including, but not limited to, fees and charges related to establishing, switching, disconnecting, reconnecting, or maintaining electric service or equipment. Charges for required, nonrecurring fees will be listed as a separate line item on your monthly bill. Please refer to the attached "Terms of Service – Typical Fees & Charges" document for more detailed information. All bills for electric service will include applicable federal, state, and local taxes. Tax-exempt customers must provide WTU Retail Energy with appropriate exemption certificates before assessment and collection of taxes can be waived. For additional price information, see the Company's attached "Electricity Facts Label."

**CHANGES TO TERMS OF SERVICE:** Except as indicated, we will first send you a written notice forty-five (45) days in advance before making any changes to this Agreement. This notice will be clearly labeled "Important Notice Regarding Changes to your Terms of Service." If you're satisfied with the changes, there's nothing else you have to do to continue to receive service. If you find the changes unacceptable, you may choose another energy company before the changes go into effect, without charge or penalty. When a regulatory agency requires a change to the terms we serve you under, or if a change is in your favor, we won't clutter your mailbox with another notice. Please remember that cancelling this Agreement does not excuse you from paying all outstanding bills.

**YOUR RIGHT TO CANCEL:** If you are switching to WTU Retail Energy from your current energy company, you can still cancel this Agreement without charge or penalty, but you must do so within three (3) federal business days of receiving this Agreement. (If you accept this Agreement, then no further action is necessary.) You may also cancel without penalty if you move to another location, but you agree to provide us with at least 15 days advance notice of your move date. To cancel, contact WTU Retail Energy by telephone toll-free: 1-866-322-5563, Monday through Saturday 8:00 a.m. to 8:00 p.m., by fax: 1-800-666-8867 or by e-mail: [customer-care@wturetailenergy.com](mailto:customer-care@wturetailenergy.com). Be sure to include your name, address, phone number, ESI ID or account number, and Social Security number. If you cancel for any reason other than those specifically stated to be without penalty, you will owe us an early cancellation fee in the amount provided for in the Electricity Facts Label. If you move without canceling this Agreement, you will remain responsible for payment of all charges until service is terminated.

**OUR RIGHT TO CANCEL:** By signing up with WTU Retail Energy, you are affirming to us that you have provided us with your correct and complete name, address or contact information and you do not have any unpaid balance with us or our affiliated providers, CPL Retail Energy (CPL) or Direct Energy, LP. If any of these statements are or become untrue or you otherwise provide fraudulent or misrepresented information, we may terminate this Agreement and your service. Also, if for whatever reason, it becomes uneconomical or if we are unable to continue this Agreement for any reason, we may cancel after giving you a 45-day written notice. Cancellation of this Agreement doesn't excuse you from paying for all service received up to the cancellation date.

**OUR RIGHT TO REFUSE SERVICE:** WTU Retail Energy may refuse to give you electric service for the reasons specified in §25.477 of the PUCT Substantive Rules and the Texas Utility Code §17.008.

**ESTABLISHING A NEW ACCOUNT:** If you don't meet one or more of our credit requirements, we have the right to collect security deposits. Our credit requirements are: 1) You have a good credit rating or report with your previous energy company or a consumer reporting agency, as defined by the Federal Trade Commission; 2) You are over the age of 65 and are not currently late paying your electric bill with your previous energy company; 3) You have not been late paying an electric bill more than once during the last year; 4) You are a victim of family violence and can send us a certification letter developed by the Texas Council on Family Violence as evidence; 5) You are considered medically indigent and can send us the proper documentation each year you are eligible; or 6) You haven't had your electric service terminated or disconnected for not paying a bill during



the last year of service. For customers who enroll more than one premise/Electric Service Identifier (ESI-ID) with us, we may require a security deposit for each premise/ESI-ID. If service to one or more of the premises/ESI-IDs is disconnected for any reason, we may apply any deposit amount you've paid, plus any accrued interest, to any unpaid balances.

#### SECURITY DEPOSITS:

**Residential Applicants:** If you don't meet the requirements listed in "Establishing a New Account," we may ask you to pay a security deposit before receiving service, which won't be more than the sum of the next two months', billings or one-fifth of your estimated annual billing. After your Term, you can ask us to recalculate the security deposit amount based on your actual historical usage.

**Residential Customers:** We may ask you to pay a security deposit if one was not required when you first enrolled, if you were late paying your bill more than once during the last year of service or if you had service disconnected for non-payment during the last year of service. We may also ask you to pay an additional security deposit if your average bill over the last year is at least twice as much as the original estimated annual billing and you got a disconnection notice from us within the last year. Also, we may send you a disconnection notice, along with the request for an additional security deposit, which you will have 10 days to pay after we issue the request. Residential customers who have verified that they qualify for the state's low-income discount program may pay a security deposit exceeding \$50 in two equal installments. Please note: the first installment is payable no sooner than ten days and the second installment payable no sooner than forty days from the date we give you on the written notice of your security deposit requirement. We will refund your security deposit when you've paid your bills on time for 12 consecutive months. This refund will show as a credit on your bill. If your service is terminated for any reason, we'll apply any security deposit amount, plus interest, first to your electric account, and then to any past due amount owed for additional products or services, including non-commodity products or services. If the result is a credit balance, you'll receive a final bill showing the credit balance. Any remaining credit balance will be either refunded to you or transferred to your new energy company if agreed between us and your new energy company. We will send you a final bill if there is still an unpaid balance. If you pay us a security deposit, you'll receive interest on it once a year. The interest rate is set by the PUCT in December of the preceding year. If we hold the interest for less than a year, we'll prorate the interest and pay it based on the number of months we held the security deposit. No interest will be paid on security deposits held for less than 30 days.

**BILLING AND PAYMENT TERMS:** You will receive one monthly bill from WTU Retail Energy. Your payment on all bills is due within 16 days of the billing date. Your monthly bill will include a monthly customer charge, a bundled rate, which includes the cost of generating electricity, kilowatt-hour usage and delivery of the electricity to your home, and all applicable federal, state and local taxes. From time to time, your bill could include nonrecurring charges or other fees from your TDSP and us. For a list of these and other charges, please see the section called "Typical Fees and Charges." If you've signed up for any of our other products or services, including any non-commodity products or services, those charges will appear as separate items on your monthly bill. We may transfer any outstanding balance from your previous accounts with WTU Retail Energy or its affiliates CPL Retail Energy (CPL) or Direct Energy, LP, to your current account. We will identify the delinquent balance and specific account or address on the bill. If you decide to keep a single electric service account for more than one service address, you'll be responsible for full payment on the entire account within 16 days of the billing date. If you want to reapply for electric service from WTU Retail Energy (WTU), CPL Retail Energy (CPL) or Direct Energy and you still owe us money from a previous account, you must pay that amount in full, plus a security deposit, before continuing service with WTU Retail Energy (WTU), CPL Retail Energy (WTU) or Direct Energy. WTU Retail Energy has the right to include on your monthly bills any charges or credits necessary to correct: (1) previous estimated bills, (2) billing errors, (3) meter read errors, (4) miscalculations of taxes and (5) any other errors or omissions, to the extent permitted by PUCT rules or applicable law. We charge a one-time 5% penalty on each late payment, unless you're qualified to receive a low-income discount as required under the Public Utility Regulatory Act 39.903(h). We charge a \$25 fee on all returned checks or electronic payments that weren't processed because of insufficient funds or because of a lack of available credit or any other bank returns. Any check or electronic transfer returned by a bank for insufficient or unavailable funds will be treated as if we received no payment at all. If you have two or more returned payments in 12 months, you must pay us by money order or in cash. We are not responsible for notifying you of bounced checks or returned electronic payments. We may use consumer reporting agencies to report and retrieve your credit information or that of any other responsible person. We may also use debt collection agencies to collect any unpaid balances on your account. **We, or anyone acting on our behalf, reserve the right to assess and collect from you, as a current or former customer, or other responsible persons any and all costs, fees or charges related to the collection of delinquent balances, including but not limited to commissions, costs and fees incurred when recovering outstanding balances through the use of any collection agency.**

**BILL PAYMENT OPTIONS/PAYMENT ARRANGEMENT PLANS:** Bill Payment Options let you pay your monthly bills through a variety of options: (1) by mail; (2) by completing the WTU Retail Energy Automated Payment Program form that allows direct debit from a checking or a savings account; (3) by using a debit/credit card; (4) in person at one of our authorized pay stations; (5) by phone via ChoicePay® at 1-877-250-5705. A charge may apply for making a payment at an authorized pay station or with ChoicePay. If you make a payment on a delinquent balance at either an authorized pay station, with ChoicePay or by using a debit/credit card, you should call a WTU Retail Energy Preferred Access Representative toll-free at 1-877-377-8558 to verify the payment. This could help you to avoid having your electricity disconnected.

**Special Payment Arrangement Plans** may be available based on your qualifications and eligibility. Here are some examples:

**Budget Billing Program** allows you to pay about the same amount for the electric service portion of your bill each month and is reviewed each quarter to see if any adjustments are necessary based on how much electricity you're actually using. If you are over or under the monthly budgeted amount by \$15 based on usage, an adjustment will be made. The program is available to anyone whose WTU Retail Energy account has no unpaid balance, regardless of credit history. To enroll, you need 12 months of actual or estimated usage history at your current residence. After one full year, WTU Retail Energy will review your account to see whether there is an overbilling or underbilling on your account. We will credit your account for any overbilled amount or bill you for any underbilled amount. Then, we'll recalculate your monthly Budget Billing amount to determine your new monthly payment amount for the next twelve months.

**Deferred Payment Plan** is an extended payment plan that lets you pay past due bills in installments over a period of time. Before starting a Deferred Payment Plan, we may ask you to pay a small down payment (no more than 25% of the amount due). We may also ask you to pay the balance owed on the Deferred Payment Plan in equal amounts over no fewer than three billing cycles. If you establish a Deferred Payment Plan, we'll confirm the details of the plan in writing.

**Payment Extension Plan** gives you a short-term extension to pay the full amount of a past due bill.

**Bill Payment Assistance Program** is funded through voluntary customer donations and distributed through local organization(s) that provide energy Bill Payment Assistance to qualifying customers with financial needs. Please remember that failure to make an on-time payment while participating in one of our bill payment plans could result in not only



removal from the payment plan but also collection activities and possible disconnection of your electric service. For more information on any of these payment assistance programs or bill payment assistance organizations, contact us.

**TERMINATION OF AGREEMENT AND DISCONNECTION OF SERVICE:** If you breach this Agreement for nonpayment or otherwise, WTU Retail Energy may terminate this Agreement and have your electricity disconnected. WTU Retail Energy will give you no less than 10 days written notice before terminating your Agreement and disconnecting your service in the event of non-payment. If we terminate this Agreement for any reason, you are still responsible for paying all outstanding bills. If you miss a payment or if we do not receive your payment by the bill due date, we will send you a disconnection notice no sooner than the first day after the bill was due. After we issue a disconnection notice, you have two options available before the notice "due date": (1) you can contact us to find out if you qualify for a payment arrangement or (2) you can pay us the full balance due. Otherwise, your electricity may be disconnected. You would then be liable for all fees and charges associated with any disconnection and reconnection of service. For more details, see "Typical Fees and Charges" and "Your Rights as a Customer." If you choose to maintain a single electric service account for more than one service address and you miss a payment for any of the service addresses, then all service addresses associated with that account may be included in the disconnection notice and subject to disconnection.

**DISCRIMINATION:** WTU Retail Energy will not deny service or require a prepayment or a security deposit for electric service based on a customer's race, creed, color, national origin, ancestry, gender, marital status, lawful source of income, level of income, disability, familial status, location of a customer in a distressed geographic area or qualification for low-income or energy-efficiency programs and services.

**FORCE MAJEURE:** We will make commercially reasonable efforts to provide your electric service but do not guarantee a continuous supply of electricity. Certain causes and events are out of our reasonable control and may result in interruptions in service. We do not transmit or distribute electricity. We are not liable for damages caused by acts of God, changes in laws, rules, or regulations or other acts of any governmental authority (including the PUCT or ERCOT), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the TDSP or any other cause beyond our reasonable control.

**LIMITATIONS OF LIABILITIES:** LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER OF US WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. WE ARE NOT LIABLE FOR INTERRUPTIONS TO OR SHORTAGES OF ELECTRICITY SUPPLY NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING THEREFROM. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

**REPRESENTATIONS AND WARRANTIES:** THE ELECTRICITY PROVIDED UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARD OF THE APPLICABLE TDSP AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. WTU RETAIL ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND WTU RETAIL ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**MISCELLANEOUS:** This Agreement is subject to applicable laws and supersedes any previous promises, understandings and agreements. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, we agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If a provision cannot be modified in a manner that would make it valid, legal and enforceable, the provision shall be severed from the Agreement, and all other provisions shall remain in full force and effect. Any failure on our part to enforce any of the terms of this Agreement or to exercise any right under these terms and conditions shall not be considered a waiver of our right to enforce each and every such term or exercise such right or any other right under these terms and conditions. You may not assign this Agreement without our prior written consent. We may: (a) transfer or sell this Agreement or your account in connection with any financing; (b) transfer this Agreement to any of our affiliates; (c) transfer or assign this Agreement to anyone succeeding to all or substantially all of our assets or of our business segment; and (d) transfer this Agreement to another PUCT certified REP. After assignment, we will have no further obligations under this Agreement