



Referral Rewards Program Terms & Conditions

Your participation in Value Based Brands LLC d/b/a Express Energy's (hereafter "Express Energy") Referral Program (the "Program") is subject to these terms ("Program Terms"). If you have any questions about these Program Terms, please email us at service@MyExpressEnergy.com.

Program Summary: Existing residential electricity customers of Express Energy whose electricity accounts are in good standing are eligible to participate in the Program. Express Energy will reward you through Visa® reward cards based on the number of qualified referrals that you provide to Express Energy who become active Express Energy residential electricity customers, as further specified below.

Participant Acceptance; Termination: Express Energy will make all determinations regarding participation in the Program. Express Energy reserves the right to terminate your participation in the Program or cancel the entire Program at any time for any reason or no reason, to the extent permitted by law, upon written notice to you. Any written notices required or permitted to be given by Express Energy hereunder may be delivered by email. By participating in the Program, you consent to delivery of all Program-related notices and information by email to the email address you have registered for your Express Energy online account and acknowledge that you have the necessary equipment (hardware and software) to receive and read such emails.

Qualified Referrals; Rewards: Qualified referrals must:

- (i) be new customers to Express Energy: for purposes of the Program, "new customer" does not include either (1) a person who is a current or pending residential electricity customer of Express Energy or (2) a person who was a residential electricity customer of Express Energy within the 45 days immediately prior to the date of enrollment with Express Energy;
- (ii) satisfy all Express Energy enrollment requirements; and
- (iii) enroll with Express Energy by using a personal link and/or referral code.

Eligible participants will be issued a Visa® reward card for each qualified referral and each qualified referral will also be issued a Visa® reward card. The Visa® reward card for each such qualified referral shall be sent as soon as practicable to both the referrer and the qualified referral following (i) the qualified referral's payment in full of their second consecutive invoice from Express Energy and (ii) confirmation that the qualified referral has met all of the Program Terms. Furthermore, to protect against fraudulent activity, Express Energy reserves the right to award only one referral Visa® reward card per referred Electricity Service Identifier Identification Number (ESI-ID) in a 6-month period.

The amount of such Visa® reward cards will be determined based upon Express Energy's current offer at the time of the applicable qualified referral's enrollment with Express Energy. The Visa® reward card amount Express Energy is offering may be changed by Express Energy at any time prior to enrollment of a qualified referral without notice to you or your referrals. The Referral Rewards Program page on Express Energy's website will contain up-to-date information regarding Express Energy's then current offered Visa® reward card amount. From time to time, Express Energy may offer limited-time

promotions which provide for increased incentive payments. They are subject to change without notice to you by updating the information on the Referral Rewards page on Express Energy's website.

By participating in the Program, you agree that Express Energy shall make the final determination as to whether any referral meets all requirements to be considered a qualified referral. You are solely responsible for any and all tax liabilities arising out of any rewards you are issued.

Referral Program Materials & Endorsements: You agree and acknowledge that Express Energy shall provide any marketing information to all potential customers and you shall not act on behalf of them in connection with the education of or the enrollment of potential customers. All Program materials shall be created by Express Energy. You shall only distribute Program materials provided directly from Express Energy and shall not make any changes to the Program materials.

If you make an endorsement of Express Energy, you must clearly and conspicuously disclose the fact that you may receive a referral award for each successful referral. This is required under the FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising and you can be held personally liable for failing to disclose that you may receive an incentive when making an endorsement, or if you make any false statements about Express Energy or its services. The personal links and/or referral codes generated by the Program are not transferrable and are intended only for your personal use. You should only refer people whom you know personally. Failure to abide by these requirements may result in immediate termination of your participation in the Program and forfeiture of any of the Program rewards you may have received.

Confidentiality: In connection with your participation in the Program, you may receive confidential and proprietary information from Express Energy, including sensitive customer data ("Confidential Information"). You agree to maintain all Confidential Information in strict confidence and agree not to disclose such Confidential Information except as necessary in connection with your participation in the Program. In addition, by participating in the Program, you authorize Express Energy to release Confidential Information regarding your account to potential Qualified Referrals as necessary to enroll those customers with Express Energy.

No referrer is required to provide potential customer names to Express Energy; however, Express Energy shall be allowed to collect information on, and communicate with, the referrer's customers for whom an account is opened and that information shall be the property of Express Energy.

Independent Contractor Relationship: Your participation in the Program does not authorize you to act on Express Energy's, its parent's or their respective affiliates' behalf. Nothing herein is intended or will be construed to constitute or imply a joint venture, employer-employee relationship, partnership or association between you and Express Energy, its parent or their respective affiliates. By participating in the Program, you acknowledge that you do so at your own risk and as an independent contractor and that Express Energy is not directing how you perform your obligations hereunder.

Trademarks: Other than with respect to materials provided to in connection with your participation in the Program, your status as a participant in the Program does not entitle you to use any trademarks, copyrighted materials, patents, names, logos or other intellectual property owned or licensed by Express Energy, its parent or each of their respective affiliates.

Indemnification: By participating in the Program, you agree to and will indemnify and hold Express Energy, its parent and each of their respective subsidiaries and affiliates harmless from and against any and all damages, costs, expenses, claims or liabilities of any kind, including third party claims, whether pending or threatened, including without limitation, attorneys' fees and court costs, incurred by any of them arising out of or related to your participation in the Program or breach of these Program Terms.

Warranty Disclaimers; Limitation of Liability: YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. THE PROGRAM IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. NEITHER EXPRESS ENERGY, ITS PARENT NOR ANY OF THEIR RESPECTIVE AFFILIATES, THROUGH THESE PROGRAM TERMS, MAKES ANY WARRANTY REGARDING THE PROGRAM, AND EACH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Express ENERGY, ITS PARENT OR ANY OF THEIR RESPECTIVE AFFILIATES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA AS A RESULT OF CLAIMS, WHETHER BROUGHT IN CONTRACT OR TORT, ARISING OUT OF OR CONNECTED WITH THESE PROGRAM TERMS OR THE PROGRAM, EVEN IF EXPRESS ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Amendments: These Program Terms may be altered, changed, modified or assigned by Express Energy at any time by providing notice to you. Your participation in the Program at any time after Express Energy provides you such notice of changes will constitute your agreement to such changes.

Acceptance and Jurisdiction: By participating in the Program, you agree that you have read, understand and will abide, and be bound, by these Program Terms. These Program Terms shall be governed in all respects in accordance with the laws of the State of Texas without regard to the conflict or choice of law rules thereof. The federal and state courts located in Dallas County, Dallas, Texas shall have exclusive jurisdiction over any dispute arising hereunder and by participating in the Program you consent to same.

General: You may not assign the right to participate in the Program to any other party. Express Energy may assign these Program Terms or assign or delegate any of its rights or responsibilities hereunder to independent contractors or other third parties. Express Energy shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and executed by an authorized representative of Express Energy. No delay or omission by Express Energy in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

This Card is issued by The Bancorp Bank, N.A., Member FDIC, pursuant to a license from Visa USA, Inc. and can be used everywhere Visa debit cards are accepted worldwide. No cash access. Bancorp is the issuer of the Card only and does not sponsor or administer the Referral Rewards program.