



ENOVA TEXAS GENERAL TERMS AND CONDITIONS
DATED DECEMBER 1ST, 2022

**EXPENSE
REIMBURSEMENT:**

THE CONTRACTOR WILL BE REIMBURSED FROM TIME TO TIME FOR REASONABLE AND NECESSARY EXPENSES INCURRED BY THE CONTRACTOR IN CONNECTION WITH PROVIDING THE SERVICES. PRE-APPROVAL IS NOT REQUIRED FOR EXPENSES

**INTEREST ON LATE
PAYMENTS:**

INTEREST PAYABLE ON ANY OVERDUE AMOUNTS UNDER THIS CONTRACT IS CHARGED AT A RATE OF **11.0%** PER ANNUM OR AT THE MAXIMUM RATE ENFORCABLE UNDER APPLICABLE LEGISLATION, WHICHEVER IS LOWER.

PAYMENT TERMS:

PAYMENT FOR THE PRODUCT UPON RECEIPT BY BUYER OF PROVISIONAL INVOICE SHALL BE MADE IN USD BY CASH, CERTIFIED OR CASHIER'S CHECK OR TELEGRAPHIC TRANSFER IN IMMEDIATELY AVAILABLE FUNDS, WITHOUT ANY DEDUCTION, OFFSET OR COUNTER-CLAIM, AT THE COUNTERS OF CONTRACTOR'S DESIGNATED BANK (THE "DUE DATE"):

IF THE CLIENT FAILS TO PAY IN FULL ANY SUMS ON THE DUE DATE, THE CONTRACTOR SHALL HAVE THE RIGHT TO CHARGE INTEREST ON A DAILY BASIS AT THE PRIME RATE AS LISTED IN THE WALL STREET JOURNAL, PLUS 8 PERCENTAGE POINTS ON ANY UNPAID AMOUNT FROM THE DUE DATE TO THE DATE ON WHICH THE SELLER RECEIVES FULL PAYMENT IN CLEARED FUNDS.

IF AN INVOICE IS RECEIVED ON OR BEFORE 12:00 PM (CST) ON A BUSINESS DAY, BUSINESS DAY ONE BEGINS ON THAT DAY. IF AN INVOICE IS RECEIVED AFTER 12:00 PM (CST), OR ON A NON-BUSINESS DAY, THEN BUSINESS DAY ONE BEGINS ON THE FIRST BUSINESS DAY FOLLOWING RECEIPT.

IF PAYMENT DUE DATE FALLS ON A SATURDAY OR A NEW YORK BANKING HOLIDAY OTHER THAN A MONDAY, PAYMENT WILL BE EFFECTED ON THE PRECEDING NEW YORK BANKING DAY. IF PAYMENT DUE DATE FALLS ON A SUNDAY OR A MONDAY NEW YORK BANKING HOLIDAY, PAYMENT WILL BE EFFECTED ON THE FOLLOWING NEW YORK BANKING DAY.

INDEMNIFICATION:

EXCEPT TO THE EXTENT PAID IN SETTLEMENT FROM ANY APPLICABLE INSURANCE POLICIES, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, SHAREHOLDERS, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND PERMITTED SUCCESSORS AND ASSIGNS AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, PENALTIES, PUNITIVE DAMAGES, EXPENSES, REASONABLE LEGAL FEES AND COSTS OF ANY KIND OR AMOUNT WHATSOEVER, WHICH RESULT FROM OR ARISE OUT OF ANY ACT OR OMISSION OF THE INDEMNIFYING PARTY, ITS RESPECTIVE DIRECTORS, SHAREHOLDERS, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND PERMITTED SUCCESSORS AND ASSIGNS THAT OCCURS IN CONNECTION WITH THIS



CONTRACT. THIS INDEMNIFICATION WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

GOVERNING LAW:

THE CONTRACT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ITS LAW ON CONFLICTS, AND EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS IN TEXAS AND TO SERVICE OF PROCESS BY U.S. CERTIFIED MAIL.

ASSIGNMENT:

WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY NEITHER PARTY MAY ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS CONTRACT IN FULL OR IN PART, EXCEPT THAT THE SELLER MAY WITHOUT SUCH CONSENT ASSIGN ALL OR A PORTION OF THEIR RIGHTS TO RECEIVE AND OBTAIN PAYMENT UNDER THE CONTRACT IN CONNECTION WITH SECURITISATION OF BANK FUNDING ARRANGEMENTS. ANY SUCH ASSIGNMENT WILL NOT DETRACT FROM THE SELLER'S OBLIGATIONS UNDER THIS CONTRACT.

WARRANTIES:

UNLESS OTHERWISE STATED, CONTRACTOR MAKES NO CONDITION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE WORK PERFORMED OR PRODUCTS SOLD HEREUNDER WILL BE MERCHANTABILITY OR FIT FOR A PARTICULAR PURPOSE, OR THAT THEY WILL MEET SPECIFICATIONS OTHER THAN THOSE EXPRESSLY PROVIDED HEREIN. ALL OTHER CONDITIONS, WARRANTIES OR OTHER TERMS WHETHER EXPRESS, IMPLIED OR WHICH WOULD OTHERWISE BE IMPOSED BY STATUTE, WITH RESPECT TO QUALITY, SATISFACTORY QUALITY, SUITABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER OF THE PRODUCT ARE HEREBY EXCLUDED. ANY CLAIMS THAT THE MATERIAL DELIVERED HEREUNDER DOES NOT CONFORM TO THE DESCRIPTION SET FORTH HEREIN ARE WAIVED UNLESS PRESENTED IN WRITING BY BUYER WITHIN THIRTY (30) DAYS AFTER DELIVERY THEREOF.

FORCE MAJEURE:

NEITHER BUYER NOR SELLER WILL BE LIABLE FOR DAMAGES OR OTHERWISE FOR ANY FAILURE OR DELAY IN PERFORMANCE OF ANY OBLIGATION HEREUNDER OTHER THAN ANY OBLIGATION TO MAKE PAYMENT, WHERE SUCH FAILURE OR DELAY IS CAUSED BY FORCE MAJEURE, BEING ANY EVENT OR OCCURRENCE OR CIRCUMSTANCE REASONABLY BEYOND THE CONTROL OF THAT PARTY, INCLUDING BUT WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, FAILURE OR DELAY CAUSED BY OR RESULTING FROM ACTS OF GOD, STRIKES, FIRES, FLOODS, FREEZES, WARS, (WHETHER DECLARED OR UNDECLARED), RIOTS, DESTRUCTION OF THE PRODUCT, PERILS OF THE SEA, EMBARGOES, ACCIDENTS, RESTRICTIONS IMPOSED BY ANY GOVERNMENT AUTHORITY OR PERSON PURPORTING TO ACT THEREFOR (INCLUDING ALLOCATIONS, PRIORITIES, REQUISITIONS, QUOTAS AND PRICE CONTROLS).

THE PARTY WHOSE PERFORMANCE IS SO AFFECTED SHALL NOTIFY THE OTHER PARTY HERETO INDICATING THE NATURE OF SUCH CAUSE AND, TO THE EXTENT POSSIBLE, INFORM THE OTHER



PARTY OF THE EXPECTED DURATION OF THE FORCE MAJEURE EVENT.

THE TIME FOR THE CLIENT OR CONTRACTOR TO PERFORM THEIR RESPECTIVE OBLIGATIONS UNDER THE CONTRACT (OTHER THAN THE OBLIGATION TO INDEMNIFY OR PAY, WHEN DUE, ALL AMOUNTS THAT ARE OWING TO THE OTHER WHICH SHALL NOT BE SUSPENDED) SHALL BE EXTENDED DURING ANY PERIOD DURING WHICH THESE OBLIGATIONS ARE PREVENTED, HINDERED, CURTAILED OR DELAYED BY REASON OF ANY FORCE MAJEURE EVENT UP TO A PERIOD OF 30 CONSECUTIVE DAYS. IF ANY OF THESE OBLIGATIONS SHALL BE PREVENTED, HINDERED, CURTAILED OR DELAYED FOR MORE THAN 30 DAYS, EITHER PARTY MAY TERMINATE THIS CONTRACT WITH RESPECT TO SUCH DELIVERY UPON WRITTEN NOTICE TO THE OTHER PARTY.

ENTIRE AGREEMENT:

THE CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PREVIOUS NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS OR COMMITMENTS WITH REGARD TO ITS SUBJECT MATTER.

THIS AGREEMENT IS DEEMED ACCEPTED UNLESS CLIENT PROVIDES CONTRACTOR WITH NOTICE BY MAIL, OF ITS OBJECTION TO THE AGREEMENT WITHIN ONE (1) BUSINESS DAY OF DEAL DATE.

EACH PARTY ACKNOWLEDGES THAT IN ENTERING INTO THIS CONTRACT IT HAS NOT RELIED ON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR UNDERTAKINGS EXCEPT THOSE WHICH ARE EXPRESSLY SET OUT HEREIN.

EACH PARTY FURTHER ACKNOWLEDGES THAT IT WILL ONLY BE ENTITLED TO REMEDIES IN RESPECT OF BREACH OF THE EXPRESS TERMS OF THE CONTRACT AND WILL NOT BE LIABLE IN TORT OR UNDER ANY COLLATERAL CONTRACT OR WARRANTY IN RESPECT OF ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR UNDERTAKINGS WHICH MAY HAVE BEEN MADE PRIOR TO THE CONTRACT BEING ENTERED INTO.

THIS CONTRACT IS NOT INTENDED TO GIVE ANY THIRD PARTY THE RIGHT TO ENFORCE ANY OF ITS TERMS.

SEVERABILITY:

IN THE EVENT THAT ANY OF THE PROVISIONS OF THIS CONTRACT ARE HELD TO BE INVALID OR UNENFORCEABLE ON WHOLE OR IN PART, ALL THE OTHER PROVISIONS WILL NEVERTHELESS CONTINUE TO BE VALID AND ENFORCEABLE WITH THE INVALID OR UNENFORCEABLE PARTS SEVERED FROM THE REMAINDER OF THIS CONTRACT.

LIABILITY:

NEITHER THE CONTRACTOR NOR THE CLIENT SHALL BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL LOSSES, DAMAGES OR EXPENSES OF ANY



KIND DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT.

THE CONTRACTOR WILL NOT BE LIABLE FOR ANY LOSS OF PROFIT, WASTED OVERHEADS OR LOSS RESULTING FROM THE DELAY OF WORK COMPLETION.

SHOULD FURNITURE, APPLIANCES, OR PERSONAL ITEMS OR BELONGINGS BE MOVED BY THE CONTRACTOR, ALTHOUGH EXTREME CARE WILL BE TAKEN, CUSTOMER ACKNOWLEDGES MOVING FURNITURE, ELECTRONIC DEVICES AND HOME APPLIANCES MAY BE BROKEN, DROPPED, DAMAGED, SCRAPPED, DENTED, SCRATCHED OR OTHERWISE DAMAGED AND COULD RESULT IN INJURY. NO LIABILITY SHALL BE PROVIDED FOR THE MECHANICAL OR ELECTRICAL DERANGEMENTS OF PIANOS, RADIOS, CLOCKS, COMPUTERS, REFRIGERATORS, TELEVISIONS, ELECTRICAL DEVICES, WASHERS/DRYERS, OR OTHER INSTRUMENTS, APPLIANCES OR FURNITURE.

THE COMPANY WILL NOT BE RESPONSIBLE FOR ELECTRICAL AND MECHANICAL FUNCTIONS AND/OR DAMAGES OF THE ITEMS MOVED, AS THEIR CONDITION BEFORE THE MOVING SERVICES TOOK PLACE CANNOT BE DETERMINED. ITEMS MAY HAVE BEEN PREVIOUSLY INSTALLED IMPROPERLY; THEY MAY BE WORN OUT BY TIME OR USE OR MAY HAVE UNSEEN DAMAGES. UNLESS OTHERWISE AGREED, CUSTOMER UNDERSTANDS AND AGREES THE INSTALLATION OF HOME APPLIANCES AND RE-CONNECTING/MOUNTING ELECTRONIC DEVICES IS NOT THE RESPONSIBILITY OF THE COMPANY.

EVENTS OF DEFAULT:

AN EVENT OF DEFAULT ("EVENT OF DEFAULT") SHALL MEAN ANY OF THE FOLLOWING:

- A. THE FAILURE OF THE CLIENT TO MAKE ANY PAYMENT UNDER THIS CONTRACT IN FULL BY THE DUE DATE WITHOUT OFFSET OR TO TAKE FULL DELIVERY IN ACCORDANCE WITH THE PROVISIONS OF THIS CONTRACT;
- B. THE FAILURE OF THE CLIENT TO PROVIDE ANY PAYMENT UNDERTAKING, LETTER OF CREDIT, PARENT GUARANTEE OR CREDIT SUPPORT INSTRUMENT IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT;
- C. THE FAILURE OF THE CLIENT TO COMPLY WITH OR PERFORM ANY OTHER OBLIGATIONS UNDER THIS CONTRACT;
- D. ANY REPRESENTATION OR WARRANTY MADE BY THE CLIENT UNDER THIS CONTRACT SHALL PROVE TO BE UNTRUE WHEN MADE IN ANY MATERIAL RESPECT;
- E. THE CLIENT 1) MAKES AN ASSIGNMENT OR ANY GENERAL ARRANGEMENT FOR THE BENEFIT OF CREDITORS, (2) FILES A PETITION OR OTHERWISE COMMENCES, AUTHORISES OR ACQUIESCES IN THE COMMENCEMENT OF A



PROCEEDING OR CAUSE OF ACTION UNDER ANY BANKRUPTCY OR SIMILAR LAW FOR THE PROTECTION OF CREDITORS, OR HAS SUCH A PETITION FILED AGAINST IT AND SUCH PETITION IS NOT WITHDRAWN OR DISMISSED FOR 30 DAYS AFTER SUCH FILING, (3) OTHERWISE BECOMES BANKRUPT OR INSOLVENT (HOWEVER EVIDENCED), (4) IS UNABLE TO PAY ITS DEBTS OR FAILS OR ADMITS IN WRITING ITS INABILITY GENERALLY TO PAY ITS DEBTS AS THEY FALL DUE, MAKES A COMPOSITION WITH ITS CREDITORS, COMMITS ANY ACT OF BANKRUPTCY, BECOMES SUBJECT TO AN ORDER FOR WINDING UP OR DISSOLUTION OR TO THE APPOINTMENT OF AN ADMINISTRATOR, EXAMINER, RECEIVER, CUSTODIAN, LIQUIDATOR, TRUSTEE OR OTHER SIMILAR OFFICIAL;

- F. THE CONTRACTOR HAS GOOD REASON TO DOUBT THE CONTINUING ABILITY OR WILLINGNESS OF THE CLIENT TO PERFORM ITS OBLIGATIONS HEREUNDER;
- G. THE OCCURRENCE OF A MATERIAL ADVERSE CHANGE IN THE FINANCIAL STANDING OR CREDITWORTHINESS OF THE CLIENT WHEN COMPARED TO THE CLIENT'S FINANCIAL STANDING AS AT THE DATE OF THE CONTRACT WHICH CHANGE, IN THE OPINION OF THE CONTRACTOR, AFFECTS THE CLIENT'S ABILITY TO PERFORM ITS MATERIAL OBLIGATIONS (INCLUDING WITHOUT LIMITATION ANY OF ITS PAYMENT OBLIGATIONS) IN RESPECT OF THIS CONTRACT;
- H. ANY DEFAULT UNDER ANY LETTER OF CREDIT OR OTHER CREDIT SUPPORT INSTRUMENT OR ANY FAILURE BY THE ISSUER OF SUCH LETTER OF CREDIT OR CREDIT SUPPORT INSTRUMENT TO PAY WHEN REQUIRED OR THE OCCURRENCE OF ANY EVENT SET OUT IN CLAUSE (E) ABOVE IN RESPECT OF THE ISSUER OF SUCH LETTER OF CREDIT OR CREDIT SUPPORT INSTRUMENT; OR
- I. THE FAILURE BY THE CLIENT TO COMPLY OR PERFORM ANY OF ITS OBLIGATION TOWARDS THE CONTRACTOR PURSUANT TO ANY CONTRACT OTHER THAN THIS CONTRACT.

UPON THE OCCURRENCE OF AN EVENT OF DEFAULT AND AFTER NOTIFICATION TO THE BUYER IN WRITING OF THE OCCURRENCE OF SUCH EVENT OF DEFAULT, ANY AND ALL PAYMENTS DUE FROM THE CLIENT TO THE CONTRACTOR SHALL BECOME IMMEDIATELY DUE AND PAYABLE AND THE SELLER MAY (BUT SHALL NOT BE OBLIGED TO) IN ITS SOLE DISCRETION:

NOTIFY THE CLIENT OF AN EARLY TERMINATION DATE (WHICH SHALL BE NO EARLIER THAN THE DATE OF SUCH NOTICE) ON WHICH DATE THIS CONTRACT SHALL TERMINATE (THE "EARLY TERMINATION DATE");



WITHHOLD ANY PAYMENTS DUE TO THE CLIENT UNTIL SUCH EVENT OF DEFAULT IS CURED;

SUSPEND OR POSTPONE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT UNTIL SUCH EVENT OF DEFAULT IS CURED OR UNTIL THE CONTRACTOR EXERCISES ITS RIGHT OF TERMINATION HEREUNDER;

IF A NOTICE OF AN EARLY TERMINATION DATE IS GIVEN UNDER THIS CLAUSE, THE EARLY TERMINATION WILL OCCUR ON THE DESIGNATED DATE WHETHER OR NOT THE EVENT OF DEFAULT OF THE CLIENT IS THEN CONTINUING.

IF AN EVENT OF DEFAULT OCCURS AND AN EARLY TERMINATION DATE IS ESTABLISHED, THE CONTRACTOR MAY (IN ITS ABSOLUTE DISCRETION) TREAT THIS CONTRACT AS TERMINATED BY REPUDIATION ON THE PART OF THE CLIENT. THE CONTRACTOR MAY THEN (IN ITS ABSOLUTE DISCRETION) PROCEED TO SET OFF ANY OR ALL AMOUNTS WHICH THE CLIENT OWES TO THE CONTRACTOR (WHETHER UNDER THIS CONTRACT, ANY OTHER CONTRACT AND/OR ON ANY ACCOUNT WHATSOEVER) AGAINST ANY OR ALL AMOUNTS WHICH THE CONTRACTOR OWES TO THE CLIENT (WHETHER UNDER THIS CONTRACT, ANY OTHER CONTRACT AND/OR ON ANY ACCOUNT WHATSOEVER).

THE CONTRACTOR MAY (IN ITS ABSOLUTE DISCRETION) DECLARE IN THE EARLY TERMINATION NOTICE THAT TITLE TO THE PRODUCT, WHERE TITLE HAS PASSED TO THE CLIENT PRIOR TO THAT NOTICE, SHALL REVERT TO THE CONTRACTOR. WHERE THE CONTRACTOR MAKES SUCH A DECLARATION, TITLE TO THE PRODUCT SHALL REVERT TO THE CONTRACTOR UPON SENDING THE NOTICE AND THE CONTRACTOR MAY, AS SET FORTH HEREIN, TAKE SUCH ACTION IN RELATION TO THE PRODUCT AS IS NECESSARY TO PROTECT ITS RIGHTS, INCLUDING THE SALE OF THE PRODUCT TO A THIRD PARTY TO SATISFY ALL AMOUNTS DUE.

IF THE CONTRACTOR SUSPENDS THE PERFORMANCE OF ITS OBLIGATIONS IN ACCORDANCE WITH ABOVE, THE CONTRACTOR SHALL BE UNDER NO OBLIGATION TO PERFORM AT A LATER DATE AN OBLIGATION THE TIME FOR THE PERFORMANCE OF WHICH HAS EXPIRED DURING THE SUSPENSION.

THE CLIENT SHALL INDEMNIFY AND HOLD THE CONTRACTOR HARMLESS FROM ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING LEGAL FEES THAT THE CONTRACTOR WOULD NOT HAVE INCURRED BUT FOR THE EVENT OF DEFAULT AND/OR THE EXERCISE BY THE CONTRACTOR OF ANY OF ITS REMEDIES HEREUNDER.

THE PROVISIONS OF THIS CLAUSE AND THE CONTRACTOR'S RIGHTS HEREUNDER SHALL BE WITHOUT PREJUDICE TO, SHALL BE ADDITIONAL TO AND SHALL IN NO WAY LIMIT OR EXCLUDE ANY RIGHT OF TERMINATION, SETOFF, COMBINATION OF ACCOUNTS, LIEN, OR OTHER RIGHT TO WHICH THE CONTRACTOR



IS AT ANY TIME OTHERWISE ENTITLED (WHETHER BY AGREEMENT, OPERATION OF LAW, CONTRACT, OR OTHERWISE).

NO WAIVER:

ANY AMENDMENT OR WAIVER OF ANY PROVISION OF THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS IT IS EXPRESSLY MADE IN WRITING.

ANY WAIVER OF ANY BREACH OF ANY PROVISION OF THIS CONTRACT BY EITHER PARTY SHALL NOT BE CONSIDERED TO BE WAIVER OF ANY SUBSEQUENT OR CONTINUING BREACH OF THAT PROVISION.

NO WAIVER BY EITHER PARTY OF ANY BREACH OF ANY PROVISION OF THIS CONTRACT SHALL RELEASE, DISCHARGE OR PREJUDICE THE RIGHT OF THE WAIVING PARTY TO REQUIRE STRICT PERFORMANCE BY THE OTHER PARTY OF ANY OTHER OF THE PROVISIONS OF THIS CONTRACT.

FORWARD CONTRACT:

THE PARTIES AGREE, REPRESENT, AND WARRANT FOR ALL PURPOSES THAT:

- A. EACH PARTY IS A "FORWARD CONTRACT MERCHANT" AS DEFINED UNDER BANKRUPTCY CODE § 101(25);
- B. THIS CONTRACT AND THE TRANSACTION CONTEMPLATED HEREUNDER CONSTITUTE "FORWARD CONTRACTS" AS DEFINED UNDER BANKRUPTCY CODE § 101(25);
- C. THE PAYMENT OF ANY SETTLEMENT AMOUNT IN CONNECTION WITH THIS CONTRACT CONSTITUTES A "SETTLEMENT PAYMENT" AS DEFINED IN BANKRUPTCY CODE § 101(51A);
- D. THE PARTIES' RIGHTS UNDER SECTION 15 CONSTITUTE, AMONG OTHER THINGS, THE RIGHT TO TERMINATE, ACCELERATE, LIQUIDATE, OFFSET AND/OR NET OUT A FORWARD CONTRACT AS PROVIDED UNDER THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE; AND
- E. WITH RESPECT TO THIS CONTRACT AND THE TRANSACTION CONTEMPLATED HEREUNDER, EACH PARTY HAS ALL THE RIGHTS OF A FORWARD CONTRACT MERCHANT ACTING WITH RESPECT TO A FORWARD CONTRACT AS PROVIDED IN THE BANKRUPTCY CODE, APPLICABLE NON-BANKRUPTCY LAW, LAW MERCHANT, AND/OR ORDINARY BUSINESS OR COMMERCIAL PRACTICES, INCLUDING WITHOUT LIMITATION UNDER BANKRUPTCY CODE §§ 362(B), 365, 541, 546, 547, 548 553, 555, 556, 561, AND 562.

NOTICES:

ALL NOTICES, REQUESTS, DEMANDS OR OTHER COMMUNICATIONS REQUIRED OR PERMITTED BY THE TERMS OF THIS CONTRACT WILL BE GIVEN IN WRITING AND DELIVERED TO THE PARTIES AT THE FOLLOWING ADDRESSES:

CONTRACTS/OPERATIONS/INVOICES: info@enovatexas.com

NO NOTICE OR COMMUNICATION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT SHALL BE EFFECTIVE UNLESS OR UNTIL IT HAS BEEN RECEIVED IN WRITING WITHIN OFFICE HOURS (0830 TO 1700) IN THE RELEVANT TIME ZONE AND SENT IN ACCORDANCE



ENOVA TEXAS LLC
2001 TIMBERLOCH PLACE,
SUITE 500
SPRING, TX 77380

WITH THE NOTIFICATIONS PROVISIONS HEREIN. ANY NOTICE OR COMMUNICATION ADDRESSED TO SOMEONE OTHER THAN THE COUNTERPARTY REPRESENTATIVE(S) NAMED HEREIN AND/OR NOT GIVEN IN WRITING SHALL BE DEEMED TO HAVE NOT BEEN RECEIVED AND SHALL HAVE NO LEGAL OR CONTRACTUAL FORCE OR EFFECT. ANY NOTICE OR COMMUNICATIONS RECEIVED AFTER 1700 (AS DESCRIBED ABOVE) SHALL BE DEEMED TO HAVE BEEN RECEIVED ON THE NEXT BUSINESS DAY.

FOR THE AVOIDANCE OF DOUBT, THE TELEPHONE NUMBERS ABOVE ARE GIVEN FOR INFORMATION ONLY AND NO NOTICES SHALL BE GIVEN BY TELEPHONE TO THE SELLER UNDER THIS CONTRACT. ANY NOTICES OR COMMUNICATIONS FROM THE CONTRACTOR TO THE CLIENT SHALL BE DEEMED EFFECTIVE AND GIVEN ONCE SENT TO THE E-MAIL SET OUT IN THIS CONTRACT OR TO SUCH OTHER ADDRESS, FAX NUMBER OR E-MAIL AS THE CLIENT MAY SPECIFY IN ADVANCE.

PLEASE CONFIRM YOUR CONTACT DETAILS.

DULY AUTHORIZED AND
DEEMED SIGNED:

ENOVA TEXAS LLC