

SPARK ENERGY, LLC AND SPARK ENERGY GAS, LLC

ATTACHMENT F

Third Party Verification (TPV) Script

Spark Energy

Sales Channel: Residential DTD

Market: NY

Language: English

Latest Revision No.: 4

Calibrus Dial In:

602-682-1324 English

602-682-1325 Spanish

Calibrus Agent to Spark Sales Agent

Hello, this is [TPV Agent Name] with Calibrus.

What is your vendor ID?

What is your Agent ID?

May I have the Calibrus Record Locator?

If Record Locator not available Calibrus TPV Agent obtains information from Sales Advisor:

Is this electric, gas, or dual fuel?

May I have the electric program code?

May I have the customer's phone number?

May I have the customer name as it appears on the [UDCAccountCode] bill?

May I have the name of the authorized person that I will be speaking with?

What is the relationship of the authorized person to the account holder?

Account Holder, Spouse, Power of Attorney, Other

What is the service address?

Is the billing address the same as the service address? If no – what is the billing address?

What is the [XX] digit [accountnumbertypename]?

Do you have another account to enroll?

What is the customer's email address? (Not Required)

Thank you; I will now call the customer back in approximately 30 seconds. Please let them know to expect my call.

Calibrus Agent to Customer

For your protection, this call is being recorded.

Hello, my name is [agentname]. I will be verifying your services with [brand].

Can you please verify that the time is now [time] Eastern, and the date is [date]?

Can you please confirm the agent has provided you with a copy of the ESCO Consumer Bill Of Rights?

Do you understand that the marketing representative represents <<th>isform.brand>> and that <<th>is not the distribution utility?

Has the marketer left the premises?

Do you understand that this conversation is recorded and that verbal acceptance of the <<th>sthisform.brand>> offer is an agreement to initiate service and begin enrollment?

Did you agree to the terms of service as reviewed with you by the <<th>sform.brand>> representative on <<th>sform.date>>?

Please answer all questions with a clear "Yes" or "No". I have your name as [fname] [lname]

Please state the name that appears on the [UDCAccountCode] bill.

Are you over the age of 18?

Are you the person authorized to make changes to this account and enroll this account with <<th>sthisform.brand>>?

Are you currently enrolled in any government utility assistance program or HEAP?

I show your phone number as [customerphonenumber]. Is this correct?

I show your email address as [serviceemail].

I show an Electric account with a service address of [electricserviceaddress] Is this correct?

An Electric [electricaccountnumbertypename] of [ElectricAccountNumber]. Is this correct?

I show your billing address to be the same as your service address. Is this correct?

Does <<thisform.brand>> and its affiliates have your consent to contact and communicate with you at your contact information included in this enrollment?

By providing your Electric today, do you agree to authorize [brand] to confirm your usage history with [UDCAccountCode] for enrollment purposes?

Do you understand that you may rescind this authorization at any time by calling <<th>string calling c

Do you understand that this agreement offers no guaranteed savings?

For your protection, if this verification includes multiple account numbers and service locations, the Public Service Commission of New York may require that any additional information be listed on a separate document, approved by you and will be considered a part of this verification.

You are enrolling in the X-month, <<thisform.electricbrand>> fixed-rate plan, and will be charged \$\$ cents per kwh. On your bill, <<thisform.electricbrand>> will be noted as your electricity supplier. Following the Xmonth term, your service will transition on to a variable rate unless you choose to reenroll or cancel. Do you understand?

You will receive <<thisform.electricbrand>> Terms of Service and your Consumer Bill of Rights by mail, reconfirming everything we've discussed here today. You can also find the Bill of right by visiting http://www.dps.ny.gov. You will have 3 business days from your receipt of these terms and conditions to

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cancel your enrollment by calling <<thisform.electricbrand>> at 1-XXX-XXXX and go back to

[UDCAccountCode] for electric service. If you cancel later, there is no early termination fee. Do you

understand your right to cancel?

choosing <<thisform.brand>> as your supplier, you will remain a customer of

<<th>sform.UDCAccountCode>> for delivery services, and please be advised that energy supply will be

provided by <<thisform.brand>>, and that <<thisform.UDCAccountCode>> will still read your meter, bill

you, and will also be available to respond to leaks or other emergencies should they occur.

The electric service you have elected to switch to is governed by our written Terms of Service, which you

will receive at the mailing address you have provided to us. In switching to the <<th>sform.brand>>

service, do you agree to comply with the Terms of Service and its outlined terms, conditions and

responsibilities?

Should you have any questions, you can contact our customer service department through the contact

information that will be listed in the Terms of Service.

You understand that <<thisform.brand>> is not <<thisform.UDCAccountCode>> or an affiliate of

<<thisform.UDCAccountCode>>, but participating Energy Service Company in

<<thisform.UDCAccountCode>>s energy program, and that switching to <<thisform.brand>> is not

mandatory and you may choose to stay with <<thisform.UDCAccountCode>> for services?

Thank you for choosing [brand], Mr. / Mrs. [lname]. Please write the following verification number on

paper, then show it to your sales representative so he/she can write it down as well.

Your verification number is [keyid].

Thank you. Have a great day! Good bye

Spark Energy

Sales Channel: Residential DTD

Market: NY

Language: Spanish

Latest Revision No.: 4

Calibrus Dial In:

602-682-1322 English

602-682-1323 Spanish

Calibrus Agent to Spark Sales Agent

Habla [TPV Agent Name] de Calibrus.

¿Cuál es su número de vendedor?

¿Cuál es su número de Agente?

¿Cuál es su número localizador de Calibrus?

If Record Locator not available Calibrus TPV Agent obtains information from Sales Advisor:

¿Es esto para Electricidad, Gas o para los dos?

¿Cuál es el código para el programa eléctrico?

¿Cuál es el número de teléfono del cliente?

¿Cuál es el nombre que aparece en el recibo de cobro de [Utility]?

¿Cuál es el nombre de la persona autorizada con quien estaré hablando?

¿Cuál es su relación con el dueno de la cuenta?

Account Holder, Spouse, Power of Attorney, Other

¿Cuál es la dirección de servicio?

¿Cuál es el [accountnumbertypename] de Electric de [XX] dígitos?

¿Es la dirección de cobro la misma dirección para el servicio? If no – Cuál es la dirección de cobro?

¿Tiene cuentas adicionales?

¿Cuál es el correo electrónico del cliente? (Not Required)

Calibrus Agent to Customer

Hola mi nombre es [agentname]. Estaré verificando su servicio con [brand].

Esta llamada esta siendo grabada. Por favor responda a todas las preguntas con un claro Si o No. Es (son)

ahora la (s) <<thisform.time>> tiempo Este y el dia es <<thisform.date>>. ¿Es esto correcto?

¿Puede por favor verificar que el teimpo ahora es [time] Tiempo Este, y el día de hoy es [date]?

¿Le ofreció el representante enviarle por correo una una copia de las leyes de protección al Consumidor

del ESCO o le explico como encontrar las leyes de protección al consumidor del ESCO en línea?

Usted entiende que el representante de ventas representa a <<th>sform.brand>> and that

<<thisform.brand>> no es su distribuidor de utility?

¿Entiende usted que esta conversación está grabada y que la aceptación verbal de la oferta de

<<thisform.brand>> es un acuerdo para iniciar el servicio y comenzar a inscripción?

¿Estás de acuerdo con los términos de servicio, revisado con usted por el representante de

<<thisform.brand>> el <<thisform.date>>?

Por favor responda a todas las preguntas con un claro si o no.

Tengo su nombre como [fname] [lname]

Por favor diga el nombre que aparece en su recibo de cobro de [Utility].

¿Es usted mayor de 18 años?

¿Es usted la persona autorizada para hacer cambios a esta cuenta, e inscribir esta cuenta(s) con

<<thisform.brand>>?

Esta usted registrado(a) actualmente en algún programa de ayuda financiera para su servicio de

electricidad o de gas o HEAP?

Muestro su número de teléfono como [customerphonenumber]. ¿Es esto correcto?

Tengo su correo electrónico como [serviceemail]

Muestro una cuenta de Electricidad con la dirección de servicio como [electricserviceaddress] ¿Es

esto correcto?

Un Electric [electricaccountnumbertypename] de [ElectricAccountNumber]. ¿Es esto correcto?

Muestro su Electric dirección de cobro como [electricbillingaddress] ¿Es esto correcto?

Muestro la dirección de cobro como la dirección de su servicio. ¿Es esto correcto?

Tiene <<thisform.brand>> y sus afiliados consentimiento para contactar y comunicarse con usted con su

informacion de contacto para esta inscripcion?

¿Por razones de inscripción, al proveernos su Electricidad en el día de hoy, acepta autorizar a [brand] para confirmar su historial de consumo con [Utility]?

Entiende usted que este contrato no ofrece ahorros garantizados?

Para su protección La Comisión de Servicios Públicos de New York requiere que si esta verificación incluye múltiplo cuentas y direcciones de servicio con toda información adicional sea presentada en un documento por separado, aprobado por usted y el cual será considerado como parte de esta verificación.

You are enrolling in the 24-month, Spark Energy fixed-rate plan, and will be charged 59.9 cents per therm. On your bill, Spark Energy will be noted as your gas supplier. Following the 24 month term, your service will transition on to a variable rate unless you choose to re-enroll or cancel. Do you understand?

You will receive Spark Energy's Terms of Service and your Consumer Bill of Rights by mail, reconfirming everything we've discussed here today. You can also find the Bill of right by visiting http://www.dps.ny.gov. You will have 3 business days from your receipt of these terms and conditions to cancel your enrollment by calling Spark Energy at 1-877-54-SPARK and go back to NationalGrid for gas service. If you cancel later, there is no early termination fee. Do you understand your right to cancel?

Al elegir a <<thisform.brand>> como su proveedor, por favor aconseja que <<thisform.brand>> proporcionara suministro de energía, y la entrega de energía se seguirá prestando por su utilidad y la utilidad también estará disponible para responder a fugas u otras emergencias.

El servicio de electricidad al que usted a elegido cambiarse, está gobernado por nuestros Términos de

Servicio escritos, que usted recibirá a la dirección que nos ha dado. Al cambiarse a <<thisform.brand>>, acepta usted cumplir con los Términos de Servicio y sus condiciones y responsabilidades?

Si tiene alguna pregunta, puede contactar a nuestro departamento de servicio al cliente por la informacion de contacto que va ser proveido en los términos de servicio.

Gracias por elegir a [brand] Sr. / Sra. [lname]. Por favor escriba el siguiente número de verificación y después muéstreselo al representante de ventas para que también lo escriba.

Su número de verificación es [keyid].

Gracias y que tenga un buen día.



SPARK ENERGY, LLC AND SPARK ENERGY GAS, LLC

ATTACHMENT G

Internal Dispute Resolution Process



Dispute Resolution Procedures

Spark Energy, LLC and Spark Energy Gas, LLC ("Spark") has an in-house Customer Service Department that handles all incoming calls from its customers. The department handles customer service calls between the hours of 7:00 a.m. to 7:00 p.m. Monday thru Friday and Saturday between 9:00 a.m. to 4:00 p.m. Central Time. If a Customer Service Representative is unable to resolve a complaint, the call is escalated to a Manager who either will resolve the complaint or forward the complaint to the Office of the President Team. See the Business Process Document included in this Attachment G.

Spark also maintains regulatory staff members who are responsible for any informal or formal complaint filed before any regulatory bodies.



OFFICE OF THE PRESIDENT COMPLAINT DE-ESCALATION PROCESS



OVERVIEW

This Business Process Document has been developed for use by Spark Energy's Customer Care and Operational departments such as, but not limited to, the Call Center, Credit & Collections, Customer Support Group, Commercial Sales, Marketing, Accounting, Revenue Assurance, and Executives. Any department that interacts with a customer who may file a complaint, with an agency or non-agency entity, should follow this process in order to escalate these customers to the Office of the President.

The Office of the President team is responsible for mitigating & resolving customer escalations so that the customer does not file a complaint with specific entities. One such entity is Public Utility Commissions, which are governing bodies that regulate the rates and services of a public utility, such as electricity. Other entities include but are not limited to: News Media, the Better Business Bureau, and Social Media sites such as Consumer Affairs, Facebook, Twitter, Yelp, and any other social media website in which a customer can leave a public review.

Complaints filed with such entities adversely impact Spark Energy in crucial areas: Financial and Public Image.

Financially, staffing is needed to research, resolve and respond to these entities. In addition to the cost of manpower, often additional monies are spent in an effort to bring the customer to a satisfied resolution.

Spark Energy's public image is negatively impacted as the volume of complaints received and the classification are made public for consumers to review. When a customer observes that a complaint has been filed for a reason similar to their specific issue, the customer feels not alone and wants their concerns to be heard as well; therefore, they will file a formal complaint based on the fact that others have done the same. An unfavorable public image will also deter potential customers from choosing Spark Energy.

Following the proper de-escalation process has been found key in avoiding formal complaints being filed with aforementioned entities. This process will allow Spark Energy employees to effectively escalate the customer to the Office of the President team, so that time-sensitive efforts can be made to ensure that further escalation outside of Spark Energy does not transpire.



PROCESS DEFINITIONS

Channels

The Office of the President "OOP" team receives de-escalation requests through various channels:

- Spark Energy Staff Members
- Spark Energy Call Center
- Email
- Social Media
- Executives
- CSAT Initiative

These channels are further detailed, below.

- **Spark Energy Staff Members:** This channel includes any staff member that hears or knows of a customer threating to file a complaint involving a 'trigger word' (*to be defined on page 5*).
- **Email:** Customers inform us of their intentions to file a complaint in email communications. Customers can contact Spark Energy via email at: service@sparkenergy.com, suggestions@sparkenergy.com, somebodybetterfixthisrightaway@sparkenergy.com, somebodybetterfixthisrightaway@sparkenergy.com, somebodybetterfixthisrightaway@sparkenergy.com, <a href="mailto:somplainto:sompla
- Social Media: Facebook, Twitter, Consumer Affairs, Texas Electricity Ratings, Yelp, Google Review, Spark Energy Cares Website
- **Executives:** Executives within the company will alert the OOP of a customer that needs urgent attention.
- **CSAT Initiative:** The CSAT Initiative is an opportunity for a customer to give feedback regarding their recent experience with Spark Energy. In some feedback, the customer will advise they plan to file a complaint.



Trigger Words

A customer who states any of the following Trigger Words must flow through the appropriate de-escalation process:

- Public Utility Commission
- Consumer Affairs
- Better Business Bureau
- Media, News, Newspaper, TV, Radio
- Lawyer, Attorney, Lawsuit, Sue, Small Claims Court
- Attorney General



PROCESS PER CHANNEL

The following section will detail how each channel will escalate a customer's concerns to the OOP. Please note that the following sections include an email being sent to the Office of the President for handling. If a live call is demanded, step actions are detailed at the close of this section.

Spark Energy Staff Member: If a customer states any of the trigger words:

- Please paraphrase the following points:
 - ✓ Genuinely apologize for what they have endured.
 - ✓ Advise you will escalate their concern to the Office of the President.
 - ✓ The Office of the President is the highest level of escalation within the company.
 - ✓ Please ask them to allow the Office of the President the opportunity to research their concerns prior to filing a complaint.
 - ✓ Emphasize that we really want to assist them with their issue.
 - ✓ Monday Friday / 7am 7pm; please state someone will acknowledge their concerns within three (3) business hours.
 - ✓ Saturday / 9am 4pm; please state someone will acknowledge their concerns Monday before 12pm noon.
 - ✓ Thank the customer for letting us further assist them.
- Notate the account accordingly.
- Send an email to the OOP using the OOP Template.

Spark Energy Call Center Agent: If a customer states any of the trigger words:

- Genuinely apologize for what they have endured.
 - Seek a Lead for assistance
 - ➤ Is a Lead available? If yes, please warm transfer; they will attempt to deescalate the customer.
 - ➤ Is a Lead available? If no, continue with the following step actions.
- Please paraphrase the following points:
 - ✓ Genuinely apologize for what they have endured.
 - ✓ Advise you will escalate their concern to the Office of the President.
 - ✓ The Office of the President is the highest level of escalation within the company.
 - ✓ Please ask them to allow the Office of the President the opportunity to research their concerns prior to filing a complaint.
 - ✓ Emphasize that we really want to assist them with their issue.
 - ✓ Monday Friday / 7am 7pm; please state someone will acknowledge their concerns within three (3) business hours.
 - ✓ Saturday / 9am 4pm; please state someone will acknowledge their concerns Monday before 12pm noon.
 - ✓ Thank the customer for letting us further assist them.
- Notate the account accordingly.



• Send an email to the OOP using the OOP Template.

Spark Energy Lead: Attempt to de-escalate the customer from filing a formal complaint. If the attempt is unsuccessful, continue with the following step actions.

- Please paraphrase the following points:
 - ✓ Genuinely apologize for what they have endured.
 - ✓ Advise you will escalate their concern to the Office of the President.
 - ✓ The Office of the President is the highest level of escalation within the company.
 - ✓ Please ask them to allow the Office of the President the opportunity to research their concerns prior to filing a complaint.
 - ✓ Emphasize that we really want to assist them with their issue.
 - ✓ Monday Friday / 7am 7pm; please state someone will acknowledge their concerns within three (3) business hours.
 - ✓ Saturday / 9am 4pm; please state someone will acknowledge their concerns Monday before 12pm noon.
 - ✓ Thank the customer for letting us further assist them.
- Notate the account accordingly.
- Send an email to the OOP using the OOP Template.

Email Representative: If a customer details in their email any of the trigger words, please type a personalized response including the following points:

- Genuinely apologize for what they have endured.
- Advise you will escalate their concern to the Office of the President.
- The Office of the President is the highest level of escalation within the company.
- Please ask them to allow the Office of the President the opportunity to research their concerns prior to filing a complaint.
- Emphasize that we really want to assist them with their issue.
- Monday Friday / 7am 7pm; please state someone will acknowledge their concerns within three (3) business hours.
- Saturday / 9am 4pm; please state that the Office of the President will contact them Monday before 12pm noon.
- Thank the customer for letting us further assist them.
- Notate the account accordingly.
- Please forward the email to the OOP.

Social Media: The process will vary dependent on the Social Media platform.

FaceBook, Twitter, Google+ Local Reviews, Google+ Page:

• Marketing will respond to the customer advising that an associate from the Office of the President team will reach out to them regarding their concerns.



- Marketing will email Rep Management, which is a distribution list that includes the OOP, all of the pertinent information so that OOP can research/resolve.
- If a favorable outcome is reached between the OOP and the customer, Marketing will follow up with a post/tweet thanking the customer for the opportunity to assist them.

Yelp, My True Cost, Texas Electricity Ratings, Consumer Affairs:

- An OOP Associate actively monitors these sites. They will respond directly to the customer and assist them accordingly.
- If a favorable outcome is reached; the OOP Associate will follow up with a post thanking the customer for the opportunity to assist them.

Executives:

- Executives will email OOP directly with the customer's information.
- OOP will research/resolve.
- The Executive can expect a follow-up from the OOP once the issue is resolved.

CSAT Initiative

- Our customers have the option to complete a Customer Satisfaction Survey at the end of their Call Center interaction.
- Our CSAT Associate researches all surveys that have a negative score.
- It has been found that sometimes a customer states a trigger word during the call; however, the proper process to escalate to the OOP is not followed.
- If the Call Center Agent fails to escalate the customer to the OOP, the CSAT Associate will send an email via the OOP Template to the OOP for special handling.

Customer Threatens Media (TV, Newspaper, Radio)

- Issue should be escalated to the OOP immediately.
- OOP will circle in the appropriate groups for special handling, if need be.



OFFICE OF THE PRESIDENT DE-ESCALATION PROCESS

The following section will detail how the OOP Associate will attempt to de-escalate a customer from filing a formal complaint.

Step Actions:

1. Acknowledge:

- a. Monday Friday 7am 7pm: The OOP will acknowledge the customer within three (3) business hours.
- b. Saturday 9am 4pm: The OOP will acknowledge the customer the following Monday by 12pm noon.
- c. Acknowledge means to either send an email to the customer or call the customer to state that we have been made aware of their issue and are going to research.

2. Log the Complaint:

a. The OOP tracks all de-escalations in the 'Possible Complaint Log':

 $\frac{http://inside.sparkenergy.com/SparkEnergyGasandElectricity/Operations/CSG/Lists/OOP\%20Complaints/AllItems.aspx$

3. Research:

a. The OOP Associate will research the account matter in full.

4. Clean-Up

- a. The OOP Associate will handle all tasks and activities associated with correcting any account issues.
 - i. This step action also includes sending any areas of opportunity to the appropriate personnel, following up with training, submitting a ticket for a system issue, etc.
- b. They will check-in with the customer frequently to let them know they are still handling their account matter.

5. Follow-Up w/ Resolution & Process:

a. Once the account issue has been resolved, the OOP Associate will call or email the customer with a synopsis of what transpired on the account, the steps they took to resolve the matter and, if necessary, extend a proposal in an effort to bring the customer to a satisfied resolution.



SPARK ENERGY, LLC AND SPARK ENERGY GAS, LLC

ATTACHMENT H

Sample Notices



[date]

«Customerfirstname» «Customerlastname»

«BillingAddress1», «BillingAddress2»

«BillingCity», «BillingState» «BillingZip»

Utility: «Utility»

Account Number: «UtilityAccountNumber»

NO ACTION REQUIRED: Your service will continue under your current service agreement without interruption.

Dear «Customerfirstname» «Customerlastname»,

Spark Energy, LLC ("Spark") has appreciated the opportunity to serve as the Energy Service Company (ESCO) for your «Utility» account. However, in accordance with your terms and conditions, we are writing to let you know that Spark will assign your electric service to [Name of New ESCO], another ESCO licensed by the New York Public Service Commission, effective with your first meter read date after the assignment transaction, on approximately [date]. After such date, you should contact [Name of New ESCO] directly regarding your electric supply service.

[Name of New ESCO] is run by an experienced team of energy experts with decades of retail energy supply and utility experience. The [Name of New ESCO] team's experience in deregulated energy markets enables them to offer competitive prices and friendly customer service.

No action is required on your part when this transfer occurs. [Name of New ESCO] will honor your current agreement in place with Spark and there will be no changes to the terms or conditions through the life of your current contract. This transfer will not cause an interruption of your electric services and you should continue to pay your «Utility» bill as normal and call «Utility»in case of an outage or emergency just as you do today. The same quality support and service that you are used to with Spark will continue with [Name of New ESCO].

If you have a fixed rate plan with Spark, your service will continue with the same fixed rate until the end of your contract term or upon cancellation of service (early termination fees may apply if your current contract provides for them). If you are currently served under a variable rate with Spark, your service will continue under the same variable electric rate. You may also contact [Name of New ESCO] directly to see what other options are available to you, including new options with [Name of New ESCO] when your contract expires.

If you have any questions about the transfer of service, please contact Spark by [date]. For your convenience, the contact information for both companies is shown below. We thank you for the opportunity to serve you and we are confident you will enjoy your new service with [Name of New ESCO].

Kind Regards,

Nathan Kroeker

Chief Executive Officer and President

Spark Energy, LLC

12140 Wickchester Ln., Suite 100

Houston, TX 77079

Phone: 877-547-7272

Email: customercare@sparkenergy.com Call Center: Mon-Fri: 9:00AM-5:00PM EST [Name of New ESCO]

[New ESCO Mailing Address]

[New ESCO Mailing Address]

[New ESCO Telephone #]

[New ESCO Email Address]

Frequently Asked Questions

Will my electric service be cut off?

No, this transfer will not cause an interruption of your electric services and you should continue to pay your «Utility» bill as normal.

Who do I call in case of a power outage or emergency?

Your Utility has not changed; you should call «Utility» for any outage or emergency just as you do today.

Will my current rate change?

If you have a fixed rate plan with Spark, your service will continue with the same fixed rate until the end of your contract term or upon cancellation of service (early termination fees may apply). If you are currently served under a variable rate with Spark, your service will continue under the same variable electric rate. After [date] you may also contact [Name of New ESCO] directly to see what other options are available when your contract expires.

Will my meter read cycle or utility charges change?

No, you will continue to receive your bill from «Utility» as you always have. The only change is that [Name of New ESCO] will now be listed as the ESCO.

What will happen to my contract / agreement with Spark?

Contract assignment is allowed per the terms and conditions of your Spark agreement. [Name of New ESCO] will honor your current agreements with Spark, so no changes will occur with their terms or conditions until the contract end date. If you are a Spark customer on a Variable Rate Plan, the variable electric rate will continue to remain on the same variable rate. You will also be eligible to renew to a fixed rate plan with [Name of New ESCO].

My contract was about to expire with Spark, what does this mean for me?

If the contract expires before the effective date of your transfer, your service will continue under the Spark variable rate unless you choose a new fixed rate from [Name of New ESCO]. If your contract expires after the effective date of your transfer, contact [Name of New ESCO] for their current plan offerings.

Do I need to do anything to switch to [Name of New ESCO]?

No, you will not need to do anything. We will make this transition as smooth as possible for you. Spark will assign your electric service to [Name of New ESCO], another ESCO licensed by the New York Public Service Commission.

When can I expect [Name of New ESCO] to become my official ESCO?

Spark will assign your electric service to [Name of New ESCO], another ESCO licensed by the New York Public Service Commission, effective with your first meter reading date after the assignment transaction, on approximately [date]

Will I need to sign up with [Name of New ESCO] or go through a credit check again?

No, [Name of New ESCO] welcomes you as their customer in a clear and hassle-free way.

How will I know when I have started services with [Name of New ESCO]?

[Name of New ESCO] will appear as your ESCO in the Energy Supply portion of your utility bill.

Will I be able to opt out of the switch to [Name of New ESCO]?

You can only opt out of the switch to [Name of New ESCO] by requesting to drop to «Utility» or switch to another ESCO while active with Spark. Early Termination Fees will apply if set forth in your current contract with Spark and only if you cancel your agreement with Spark prior to the end of your contract term. Your Early Termination Fee would be \$«ETF».

Who do I contact should I have questions?

If you have any questions about the transfer of service, please contact Spark.

Phone: 877-547-7275

Email: customercare@sparkenergy.com Call Center: Mon–Fri: 9:00AM–5:00PM EST

How can I learn more about [Name of New ESCO] as my new ESCO?

Please visit [Name of New ESCO] online at www. New ESCO URL].com.



[date]

«Customerfirstname» «Customerlastname»

«BillingAddress1», «BillingAddress2»

«BillingCity», «BillingState» «BillingZip»

Utility: «Utility»

Account Number: «UtilityAccountNumber»

NO ACTION REQUIRED: Your service will continue under your current service agreement without interruption.

Dear «Customerfirstname» «Customerlastname»,

Spark Energy Gas, LLC ("Spark") has appreciated the opportunity to serve as the Energy Service Company (ESCO) for your «Utility» account. However, in accordance with your terms and conditions, we are writing to let you know that Spark will assign your natural gas service to [Name of New ESCO], another ESCO licensed by the New York Public Service Commission, effective with your first meter read date after the assignment transaction, on approximately [date]. After such date, you should contact [Name of New ESCO] directly regarding your natural gas supply service.

[Name of New ESCO] is run by an experienced team of energy experts with decades of retail energy supply and utility experience. The [Name of New ESCO] team's experience in deregulated energy markets enables them to offer competitive prices and friendly customer service.

No action is required on your part when this transfer occurs. [Name of New ESCO] will honor your current agreement in place with Spark and there will be no changes to the terms or conditions through the life of your current contract. This transfer will not cause an interruption of your natural gas services and you should continue to pay your «Utility» bill as normal and call «Utility»in case of an outage or emergency just as you do today. The same quality support and service that you are used to with Spark will continue with [Name of New ESCO].

If you have a fixed rate plan with Spark, your service will continue with the same fixed rate until the end of your contract term or upon cancellation of service (early termination fees may apply if your current contract provides for them). If you are currently served under a variable rate with Spark, your service will continue under the same variable natural gas rate. You may also contact [Name of New ESCO] directly to see what other options are available to you, including new options with [Name of New ESCO] when your contract expires.

If you have any questions about the transfer of service, please contact Spark by [date]. For your convenience, the contact information for both companies is shown below. We thank you for the opportunity to serve you and we are confident you will enjoy your new service with [Name of New ESCO].

Kind Regards,

Nathan Kroeker

Chief Executive Officer and President

Spark Energy Gas, LLC

12140 Wickchester Ln., Suite 100

Houston, TX 77079

Phone: 877-547-7272

Email: customercare@sparkenergy.com Call Center: Mon-Fri: 9:00AM-5:00PM EST [Name of New ESCO]

[New ESCO Mailing Address]

[New ESCO Mailing Address]

[New ESCO Telephone #]

[New ESCO Email Address]

Frequently Asked Questions

Will my natural gas service be cut off?

No, this transfer will not cause an interruption of your natural gas services and you should continue to pay your «Utility» bill as normal.

Who do I call in case of a power outage or emergency?

Your Utility has not changed; you should call «Utility» for any outage or emergency just as you do today.

Will my current rate change?

If you have a fixed rate plan with Spark, your service will continue with the same fixed rate until the end of your contract term or upon cancellation of service (early termination fees may apply). If you are currently served under a variable rate with Spark, your service will continue under the same variable natural gas rate. After [date] you may also contact [Name of New ESCO] directly to see what other options are available when your contract expires.

Will my meter read cycle or utility charges change?

No, you will continue to receive your bill from «Utility» as you always have. The only change is that [Name of New ESCO] will now be listed as the ESCO.

What will happen to my contract / agreement with Spark?

Contract assignment is allowed per the terms and conditions of your Spark agreement. [Name of New ESCO] will honor your current agreements with Spark, so no changes will occur with their terms or conditions until the contract end date. If you are a Spark customer on a Variable Rate Plan, the variable natural gas rate will continue to remain on the same variable rate. You will also be eligible to renew to a fixed rate plan with [Name of New ESCO].

My contract was about to expire with Spark, what does this mean for me?

If the contract expires before the effective date of your transfer, your service will continue under the Spark variable rate unless you choose a new fixed rate from [Name of New ESCO]. If your contract expires after the effective date of your transfer, contact [Name of New ESCO] for their current plan offerings.

Do I need to do anything to switch to [Name of New ESCO]?

No, you will not need to do anything. We will make this transition as smooth as possible for you. Spark will assign your natural gas service to [Name of New ESCO], another ESCO licensed by the New York Public Service Commission.

When can I expect [Name of New ESCO] to become my official ESCO?

Spark will assign your natural gas service to [Name of New ESCO], another ESCO licensed by the New York Public Service Commission, effective with your first meter reading date after the assignment transaction, on approximately [date]

Will I need to sign up with [Name of New ESCO] or go through a credit check again?

No, [Name of New ESCO] welcomes you as their customer in a clear and hassle-free way.

How will I know when I have started services with [Name of New ESCO]?

[Name of New ESCO] will appear as your ESCO in the Energy Supply portion of your utility bill.

Will I be able to opt out of the switch to [Name of New ESCO]?

You can only opt out of the switch to [Name of New ESCO] by requesting to drop to «Utility» or switch to another ESCO while active with Spark. Early Termination Fees will apply if set forth in your current contract with Spark and only if you cancel your agreement with Spark prior to the end of your contract term. Your Early Termination Fee would be \$«ETF».

Who do I contact should I have questions?

If you have any questions about the transfer of service, please contact Spark.

Phone: 877-547-7275

Email: customercare@sparkenergy.com Call Center: Mon–Fri: 9:00AM–5:00PM EST

How can I learn more about [Name of New ESCO] as my new ESCO?

Please visit [Name of New ESCO] online at www. New ESCO URL].com.



[Name of ESCO]

Date
Customer Name Customer Address Account Number
Re: Discontinuance of Service
Dear (Customer),
This letter is to inform you that effective, (30 calendar days notice [Spark Energy, LLC or Spark Energy Gas, LLC] ("Spark") will discontinue providing retail [electricity or natural gas] services in your area. Your Terms of Service Agreement ("Agreement") with Spark for the purchase of [electricity or natural gas] will be assigned to another Energy Service Company ("ESCO"). You will receive a separate notification informing you of this assignment and provide instructions on options available if you want to select a different energy provider.
The Customer has the option to select another supplier or receive full utility service from the distribution utility. The customer shall receive full utility service from the distribution utility until the customer selects a new supplier and the change in providers is effective, unless the distribution utility notifies the customer that it will terminate its delivery service on or before the discontinuance date.
If you have any questions about this notification, contact Spark at 1-877-547-7275
Sincerely,



NOTICE OF TRANSFER OF 5000 OR MORE CUSTOMERS

Notice is hereby provided that pursuant to the Sales Agreement ("Agreement") between the
Customer and [Spark Energy, LLC or Spark Energy Gas, LLC] ("Spark"), all of Spark's rights,
interests and obligations under said Agreement have been assigned	ed and transferred to (name,
address, email address, and telephone number of Assignee)	This assignment
will be effective as of	
(15 calendar days notice).	
If you have any questions please contact (Assignee)	at



SPARK ENERGY, LLC AND SPARK ENERGY GAS, LLC

ATTACHMENT I

Sample ESCO Dual Bill





Bill To

Invoice Information

Invoice Date: 1/29/2020 Due Date: 2/18/2020

Account #:

Reference:

Read Dates: 12/27/2019 - 1/28/2020

Account Balance: \$2,51145

Invoice Charges Detail

Quantity	Description		Amount
1,828.00* 80.00	Gas Sales Utility Fuel State Tax	0.596000 0.596000	1,089.48 47.68 71.07
	Unless indicated, quantities in THERM unit of measure * Consumption Quantity as received from Utility		
		Current Charges	\$1,208.23

Please Remit Payment To: Spark Energy Gas, LLC PO Box 4328 MSC #350 Houston, TX 77210

Questions concerning your bill? Please call Spark Energy Customer Service before your due date. Phone: (800) 994-0228 Fax: (877) 374-8007

Please include this portion with your payment. Allow 2-3 business days for payment processing.

Please Remit Payment To: Spark Energy Gas, LLC PO Box 4328 MSC #350 Houston, TX 77210 Invoice #

Customer Name: Customer ID:

ame:

Amount Due: \$ 1,208.23

Amount Enclosed:





Spark Energy

Account Number: Invoice Number: ESI Number: Amount Due: \$0.00

Invoice Date: 01/31/20 Please pay by: 02/21/20

12140 Wickchester Lane, STE 100 Houston, TX, 77079

Electricity Account Details									
		Previous Meter	Current Meter						
Meter Number	Service Period	Read	Read	Mult	Usage kWh	Rate	Amount		
A87859953	01/31/20 - 01/31/20	0	0	1.00	0	0.199900	0.00		

Outages and Emergencies 24 hours/day 7 days/week

800-662-3115

PIN:

Thank you for choosing Spark Energy

For information about your bill or service, call us at 1-800-388-3862

Thank you for choosing Spark Energy

Billing Summary

Account Summary As Of

Total Current Charges

0.00

Current Charges Detail

Energy Charges 0.00 **Total Current Charges** 0.00 **TOTAL CURRENT CHARGES:** \$0.00

The average price you paid for electric service this month is 0.0000 per kWh.

sparkenergy Name on Card (MC/VISA/DISCOVER) Billing Address

Billing Zip Code Card Number

Expiration Date Card Security Code **ESI Number:**

Detach here and return this portion with your payment Please make check payable to: Spark Energy

Account Number:

Invoice Number: Amount Due: \$0.00

Due Date: 02/21/2020

Amount Remitted:



Spark Energy, LLC PO Box 4269 MSC #850 Houston,TX 77210





Invoice Number:
ESI Number:
Amount Due: \$0.00

Invoice Date: 01/31/20 Please pay by: 02/21/20

Transmission and Distribution Service Provider Charges

<u>Charge Type</u> <u>Description</u> <u>Date</u> <u>Amount</u>

Total TDSP Charges

Spark Energy 12140 Wickchester Lane,STE 100 Houston, TX, 77079

Outages and Emergencies 24 hours/day 7 days/week

800-662-3115

PIN:

Thank you for choosing Spark Energy

For information about your bill or service, call us at 1-800-388-3862

Thank you for choosing Spark Energy



SPARK ENERGY, LLC AND SPARK ENERGY GAS, LLC

ATTACHMENT J

Procedures for Obtaining Historical Usage Data



Procedures for Obtaining Historical Usage Data

Spark Energy, LLC and Spark Energy Gas, LLC requests authorization from clients in the Terms of Service and associated scripting.



SPARK ENERGY, LLC AND SPARK ENERGY GAS, LLC

ATTACHMENT K

Promotional Material for Mass Marketing Purposes



Mass Marketing Promotional Materials

Currently, Spark Energy, LLC and Spark Energy Gas, LLC ("Spark") does not use informational and promotional materials for mass marketing purposes. However, if Spark intends to use them in the future, all copies will be submitted to the Commission for review.



SPARK ENERGY, LLC AND SPARK ENERGY GAS, LLC

ATTACHMENT L

HEFPA Documents



Residential Payment Agreement

Customer Name:
Address:
Account#
The total Amount owed to [Spark Energy, LLC and Spark Energy Gas, LLC] ("Spark") for this account as of MM/DD/YYYY is \$XX.XX.
Spark is required to offer a payment agreement that you are able to pay considering your financial circumstances. This agreement should not be signed if you are unable to keep the terms. Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. If you sign and return this form, along with the down payment by MM/DD/YYY you will be entering into a payment agreement and by doing so will avoid termination of service.
Assistance to pay utility bills may be available to recipients of public assistance or supplemental security noome from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, Spark may terminate service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, Spark may seek to terminate your service. If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call Spark at 1-877-547-7272.
Payment of Outstanding Balance:
Your current monthly budget amount is: \$XX.XX
If you are not already enrolled in our Budget Billing Program, which allows you to pay for your service in equal monthly installment, and wish to enroll, check the box below and we will start you on our program mmediately.
Yes! I would like Budget Billing
Acceptance of Agreement:
Customer Signature: Date:
This agreement has been accepted by Spark. If you and Spark cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your service may be terminated.



CONFIDENTIAL Evaluation of Customer's Ability To Pay

1. Employer Name, Address and Phone Number
2. What is your monthly income?
3. Please identify all other forms of income (Unemployment, Disability, and Public Assistance) and the amounts of each
4. Please list all checking and savings accounts and balances:
5. Please list all credit cards, balances due and the amount of the monthly payment on each:
6. Do you own your own home or do you rent?
7. What is your monthly mortgage or rent payment?
8. List other assets (i.e., Stocks and Bonds):
9. List other debts (bank loans, credit lines, utility bills, etc.) and the amount of the monthly payment on each:



10. Identify all other monthly expenditures by amount:

- Food expense	\$
- Medical expense	\$
- Telephone bills	\$
- Utility bills	\$
- Mandatory loan/credit card payments	\$
- Other	\$
	\$
	\$
	\$
	\$



BUDGET BILLING PLAN

Customer Name:
Address:
Account#
Under this plan, [Spark Energy, LLC or Spark Energy Gas, LLC] ("Spark") agrees to provide services in return for your agreement to make payments according to the terms of this Plan.
This Plan requires that you pay \$XX.XX per month for the 12 month period starting with the billing cycle commencing on MM/DD/YYYY and ending on MM/DD/YYYY.
Such equal monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is therms and/or kWh, based on your last 12 months actual consumption. If the service address for which you will be billed under this Plan is a new property, which has not been served or for 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.
The Plan shall be subject to regular review for conformity with actual billings. Spark reserves the right to recalculate such monthly payment to reflect either an increase or decrease in the average monthly consumption
Each month, you will be billed the equal monthly payment and you will be required to pay such amount stated on the bill. Your bill will also inform you what your consumption for the period was, as well as the actual charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.
In the last month of the Plan, Spark shall true up your account based on a comparison of the billing under this billing plan and the amount you would have been charged for the budget period if you were not on the plan. If you owe Spark a sum of money due to the true up, you will be billed for the amount due. If you have been over billed you will be issued a credit to be applied to the next plan year.
Yes! I would like Budget Billing
Return one copy of this agreement signed by MM/DD/YYYY.



QUARTERLY BILLING PLAN

Customer Name:
Premise Address:
Account Number:
Under this plan, [Spark Energy, LLC or Spark Energy Gas, LLC] ("Spark") agrees to provide services in return for your agreement to make payments according to the terms of this Plan.
The Customer confirms that he/she is greater than 62 years old, and that the Customer's bills in the preceding 12 months starting on MM/DD/YY and ending MM/DD/YY, did not exceed \$150.
Under this Plan, the Customer will receive the first bill on MM/DD/YY covering actual charges incurred during the 3-month period MM/DD/YY to MM/DD/YY, and you will receive quarterly bills thereafter on or before MM/DD/YY, MM/DD/YY and MM/DD/YY for actual charges incurred during each such preceding 3-month period.
On the dates specified above, you will be billed for actual charges incurred and you will be required to pay such amount stated on the bill. If you fail to pay the bill when it is due, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.
Yes! I would like Quarterly Billing (Check Box)
Return one copy of this agreement signed by MM/DD/YYYY.



Past Due Reminder Notice

CUSTOMER NAME:	
PREMISE ADDRESS:	
ACCOUNT NUMBER:	

On MM/DD/YYYY you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX in addition to your current charges, in order to avoid termination of commodity service. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your service.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at (877) 547-7272 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling (800) 342-3355

The total amount owed to [Spark Energy, LLC or Spark Energy Gas, LLC] for this account as of MM/DD/YYYY is: \$XX.XX.



NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS INABILITY TO PAY

[Spark Energy, LLC and Spark Energy Gas, LLC]
12140 Wickchester Ln., Suite 100
Houston, TX 77079

www.sparkenergy.com
1-877-547-7272

Customer Name:	
Address:	
City, State, Zip:	
Account Number:	

Customer has been sent a final notice of termination. If the total payment due of \$XX.XX is not paid by MM/DD/YYYY, termination of service may occur any time after MM/DD/YYYY.



FINAL TERMINA	ATION NOTICE	<u>DATE</u>
Customer Name:		
Address:		
Account#		
Dear (customer name):		
notified you that your failuresult in Spark terminating	YY, [Spark Energy, LLC or Spark E ure to remit the past due amount of g your service. Our records indicate XX.XX or your service will be termined.	\$XX.XX by MM/DD/YY would that we have not received your
	mount owed, you may call or write tact the Public Service Commission	
	ERMINATION NOTICE. PATTENTION OF THE UTILE	
PLEASE REMIT \$XX.X SERVICE.	XX BY MM/DD/YY TO AVOID T	TERMINATION OF YOUR

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at (877) 547-7272. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

[Spark Energy, LLC or Spark Energy Gas, LLC] Collections Department



FINAL SUSPENSION NOTICE

DATE

[Spark Energy, LLC or Spark Energy Gas, LLC 12140 Wickchester Ln., Suite 100 Houston, TX 77079 1-877-547-7272

Customer Name Address City, State, Zip Account#

Dear (customer name):

YOUR ELECTRIC SERVICE IS SUBJECT TO SUSPENSION after MM/DD/YY.

To avoid suspension please remit \$xx.xx by MM/DD/YY. If your service is suspended you must pay \$xx.xx to resume service.

Public Service Law requires that, in order to end suspension, customers pay either the total amount due the ESCO and (LDNAME) or the amount they would have paid for energy it they had remained a utility customer.

PLEASE NOTE THAT SUSPENSION OF YOUR (LDNAME) CAN ACCOMPANY THE TERMINATION OF ESCO SERVICE EVEN IF YOUR Local Distribution Company SERVICE IS CURRENT.

PLEASE REMIT \$XX.XX BY XX/XX/XXXX TO AVOID SUSPENSION OF YOUR ESCO ACCOUNT.

Sincerely,

[Spark Energy, LLC or Spark Energy Gas, LLC] Collections Department



ATTACHMENT M

Prevention of Slamming and Cramming



Procedures for Prevention of Slamming and Cramming

Spark Energy, LLC and Spark Energy Gas, LLC take all necessary actions in order to prevent slamming and cramming by utilizing the Marketing Standards Quality Assurance Plan provided in this filing as well as following all guidelines established in the Uniform Business Practices Case (98-M-1343).



ATTACHMENT N - Redacted

List of Vendors

Spark Energy, LLC/Spark Energy Gas, LLC - 2020 Marketing Vendor Report Matter Number: 14-02554

CONFIDENTIAL

Power Setter	576 5th Ave., New York, NY 10036	Mark Feygin	646-535-3375	Web Brokers	
PowerTarget LLC	211 Black Angus Court, Millersville, MD 21108	Rob Rex	410-344-7858	Web Brokers	
Wattbuy	227 Bellevue Way NE #871, Bellevue, Washington 98004	Nanam Trivedi	202-445-6404	Web Brokers	Х



ATTACHMENT O

Attestation



ATTESTATION TO COMPLY WITH THE ENVIRONMENTAL DISCLOSURE PROGRAM

My name is James G. Jones and in my capacity as Chief Financial Officer of Spark Energy, LLC and Spark Energy Gas, LLC (collectively "Spark") I hereby swear and affirm that Spark will comply with the requirements of New York State's Environmental Disclosure Program.

James G. Jones Chief Financial Officer

Sworn to and subscribed before me in Harris County, Texas, on the 31 day of January 2020.

Notary Public

My commission expires: 2-13-2623

KRISTI MCCLELLAN
Notary Public, State of Texas
Comm. Expires 02-13-2023
Notary ID 129470712



ATTACHMENT P

Office of Consumer Services Service Provider Contact Form



New York State Public Service Commission

Service Provider Contact Information

Completed forms should be submitted by fax to 518-472-8501

Date		
Company Name _		
President		
Mailing Address		
E-mail Address		
Phone Number	Fax Number	
Vice President / I	Director of Customer Service	
Mailing Address		
E-mail Address		
Phone Number	Fax Number	
Primary Regulato	ory Complaint Manager	
Mailing Address		
E-mail Address		
Phone Number	Fax Number	
Secondary Regu	latory Complaint Manager	
Mailing Address		
E-mail Address		
Phone Number	Fax Number	
The e-mail Addre	ess or Fax Number to be used by PSC when sending cons	sumer complaints is: