



DISTRICT OF COLUMBIA RESIDENTIAL & SMALL COMMERCIAL TERMS AND CONDITIONS

Electricity Supply Service
Direct Energy Services, LLC

1. Terms of Service. These Terms and Conditions together with the Rate Plan Summary (defined below), which is incorporated herein by reference, constitute the agreement ("Agreement") between you and Direct Energy Services, LLC ("Direct Energy"). "Rate Plan Summary," means, as applicable, either the section of the enrollment consent form/letter of authorization entitled 'Rate Plan Summary,' or the Schedule A accompanying these Terms and Conditions entitled 'Rate Plan Summary – Schedule A to Terms and Conditions.'

2. Agreement to Purchase Electric Generation Service. This Agreement serves as the agreement for electric generation service to be provided to you by Direct Energy. This Agreement is subject to the occurrence of the following conditions: (a) your receipt of this Agreement from Direct Energy; (b) Direct Energy's acceptance of this Agreement; (c) your Electric Company's ("EC") acceptance of your enrollment and; (d) your applicable rescission period having run. You agree to become a Direct Energy customer and appoint Direct Energy as your limited agent to perform the necessary tasks associated with your electric generation service and fulfill the terms of this Agreement. You authorize Direct Energy to obtain information from your EC that includes your billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Direct Energy agrees to sell and deliver to you, and you agree to purchase and accept, the quantity of electricity delivered to you, as measured and/or estimated by your EC, all in accordance with the terms and conditions set forth in this Agreement. Your electricity will be delivered to you by your EC. Direct Energy is licensed by the Public Service Commission of the District of Columbia (the "Commission") as an "electricity supplier" to sell electric generation service in District of Columbia. DIRECT ENERGY'S LICENSE NUMBER IN THE DISTRICT OF COLUMBIA IS PURSUANT TO DOCKET EA 05_3, ORDER NO. 13816.

3. Pricing, Billing and Payment Terms. During the Initial Term, you will pay Direct Energy for your electric generation service as set forth in the Rate Plan Summary. The Initial Term Rate is for electric generation service and excludes taxes and regulated charges from the utility, including but not limited to, delivery and distribution charges. Electric generation service prices of electric suppliers such as Direct Energy are set competitively and are not regulated by the Commission. As to your billing and payment terms, your EC will send you a bill monthly which will set forth the total electric service charges for your electric service. That bill will contain, among other charges, Direct Energy's electric generation service price multiplied by the amount of electricity you used during the billing cycle, as measured and/or estimated by your EC. **Depending upon the date of the meter read, your bill from the**

EC may be prorated. The prorated billing is a technique for applying standard methods to nonstandard billing periods. A billing period that is shorter or longer than the EC's designated billing period days will have prorated charges based on a 30-day average for the applicable rate. Your payment will be due to the EC by the date specified in the EC bill.

4. Term of Agreement. The term of this Agreement will begin on the first meter read date after your EC processes your enrollment with Direct Energy. The Initial Term of your service is set forth in the Rate Plan Summary. When the Initial Term expires, this Agreement will automatically renew on a month-to-month basis, as described in the Rate Plan Summary and in Section 7. This Agreement will be effective during the Initial Term and through any of these monthly renewal periods, subject to the cancellation and termination provisions of Sections 8 through 10 below.

5. Renewable Energy Plan. If you are purchasing our Renewable Energy Plan pursuant to this Agreement, you are agreeing to purchase from Direct Energy a product that is supported 100% by renewable energy credits ("RECs"), in an amount sufficient to match your annual consumption from your EDC. RECs are a tradeable, non-tangible energy commodity in the United States that represents proof that 1 megawatt-hour (MWh) of electricity was generated from an eligible renewable energy resource like biomass, hydro, solar or wind. Direct Energy will purchase and retire renewable energy certificates in either the state where you are located, the North American Electric Reliability Corporation (NERC) region, Independent System Operator (ISO), Regional Transmission Organization (RTO) or Balancing Authority Area of the customer being served, at any time and from time to time throughout the year. The electricity supply actually distributed to your service location will not contain electricity supply generated from any specific electric generation facility. The availability of electric generation facilities varies hour to hour, and from season to season, as does electricity use by customers. Direct Energy may take up to three (3) months following the close of a calendar year to make up any deficiency in the volume of renewable energy certificates needed from particular generation facilities associated with your Renewable Energy Plan.

6. Time of Use Product. To be eligible to enroll in a Time of Use Product, you must have a smart meter. If you are not certain if you have a smart meter, please contact your Utility Company or Direct Energy at the information provided in the attached terms and conditions. By enrolling in a Time of Use Product, you authorize your Utility Company to provide Direct Energy access to your thirty (30) minute interval smart meter usage data on a daily and/or monthly basis as may be requested by Direct Energy ("Interval Data Authorization"). In addition, you also authorize Direct Energy to share your usage data with our third-party vendor(s) pursuant to Direct Energy's privacy policy located at <https://www.directenergy.com/privacy-policy> for load forecasting purposes and to separate data based on your usage throughout

your household, or for purposes as outlined in our privacy policy. If you rescind your Interval Data Authorization while you receive electric generation service from Direct Energy under a Time of Use Product, then Direct Energy will have the right to cancel this Agreement and charge you an early cancellation fee in the amount set forth in the Rate Plan Summary. If you enroll (or attempt to enroll) in a Time of Use Product, and Direct Energy determines that you do not have a smart meter, then Direct Energy will have the right to cancel this Agreement (or cancel your enrollment with Direct Energy). Based upon the assumption that, i) 31% of your total electricity consumption occurs during the Designated Free Weekend Period(s) and ii) 21% of your total electricity consumption occurs during the Designated Free Night Period(s), the average rate for a "Free Night/Weekend" time of use product is calculated as $(\text{Non-Free Period Usage} \times \$\text{Rate/kwh} + \text{Free Period Usage} \times \$0.00) / \text{Total Usage}$. Your actual average price per kwh may vary depending on actual consumption.

7. Renewal; Notice of a Change to this Agreement. Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis. While taking service on a month-to-month basis, the rate for electricity will be a variable rate that may be higher or lower each month and will be set in Direct Energy's sole discretion. Direct Energy typically considers the following factors when setting variable rates:

- publicly available competitor pricing;
- strategic business objectives;
- customer retention or attrition;
- market volatility or uncertainty;
- anticipated customer usage;
- the cost of procuring power including wholesale prices, ancillary service costs, capacity auctions, utility fees, transmission and distribution losses and storage costs;
- weather, supply congestion and infrastructure issues;
- legal or regulatory issues; and
- profit margin.

This list of factors is not exhaustive and no single factor will determine the rate. Some factors must be estimated or projected and the factors Direct Energy considers may be weighed differently each month. Direct Energy may amortize sudden cost increases over multiple billing cycles so that its customers do not bear the burden of such increases in a single month. In addition, Direct Energy seeks to acquire the majority of its anticipated electricity supply in advance rather than from the spot market. **For all of these reasons, the variable rate may not correlate with changes in wholesale market prices or your local utility's rates.** In addition, the variable rate may be higher than your local utility rate or other suppliers' rates. You may obtain next month's variable price by calling Direct Energy using the contact information set forth in Section 15 below.

A notice will be sent to you forty-five (45) days before the expiration of your Initial Term informing you of your impending automatic renewal. The notice will contain a copy of the Agreement with the proposed terms highlighting any changes in the material terms of this Agreement, and it will inform you of your right to accept the Agreement with the proposed terms or your right to terminate this

Agreement without penalty. If you find the proposed changes unacceptable, you can, without incurring a charge from Direct Energy, terminate this Agreement and choose another electricity supplier. However, if you do terminate this Agreement and do not choose another electricity supplier, you will return to the EC for service. You will be billed for all Direct Energy charges through the date you are switched to the alternative provider or the EC.

8. Your Right to Terminate Service. You have three (3) business days after you receive a written copy of the Agreement to rescind your enrollment with Direct Energy ("First Rescission Period") by calling Direct Energy using the contact information set forth in Section 15 below. If you do so, Direct Energy will cease processing your enrollment. After the First Rescission Period you have an additional ten (10) days, from the date of the EC's enrollment confirmation letter ("Second Rescission Period"), to rescind your enrollment with Direct Energy by contacting the EC using the contact information set forth in Section 15 below. After the Second Rescission Period, if you choose to terminate your contract during the term of this Agreement, you must do so by contacting Direct Energy using the contact information set forth in Section 15 below. If you do so, it will take one (1) to two (2) billing cycles for your Direct Energy service to be terminated and you will remain responsible for paying all charges incurred under this Agreement through the date you are switched to another supplier or returned to the EC for service. After the Second Rescission Period, your right to terminate this Agreement prior to the end of the Initial Term is subject to the payment of the early termination fee in the amount set forth in the Rate Plan Summary.

9. Relocation. You should notify both your EC and Direct Energy of a change in your residence/service location at least thirty (30) days before such change. A final meter read will be made at your old address and your account will be finalized with both your EC and Direct Energy. If you change your residence/service location within your EC's service territory, then you may have the option of entering into a new electricity supply contract for your new residence/service location. Direct Energy's contact information is set forth in Section 15 below. If you terminate, you will be responsible to pay for Direct Energy's service through the date that you are switched to another supplier or returned to the EC for service, and Direct Energy will have the right to charge you the early termination fee in the amount set forth in the Rate Plan Summary.

10. Direct Energy's Right to Terminate Service. You are affirming to Direct Energy that you have provided Direct Energy with your correct and complete name, address and contact information and you do not have any outstanding balance with Direct Energy. If there is any evidence that any of these statements are or become untrue, or you otherwise provide fraudulent or misrepresented information, Direct Energy can terminate this Agreement immediately. Also, if for any reason performance of this Agreement becomes materially uneconomical to Direct Energy, or if Direct Energy is otherwise unable to continue this Agreement, Direct Energy can terminate this Agreement after giving you at least

thirty-five (35) days' advance written notice. If Direct Energy terminates this Agreement, you must still pay all Direct Energy charges through the date you are switched to another supplier or returned to the EC for service. Your termination will not be effective until the next regularly scheduled meter read date following the date on which Direct Energy gives notice to your EC of its termination request.

11. Title to Electric. Title to the electricity will pass from Direct Energy to you when it is delivered by Direct Energy to the EC.

12. Force Majeure. Direct Energy will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events ("Force Majeure Events") are out of Direct Energy's reasonable control and may result in interruptions in service. Direct Energy is not responsible for the distribution of electricity to your residence through your EC. Direct Energy is not liable for Force Majeure Events, including but not limited to damages caused by acts of God, changes in laws, rules, or regulations or other acts of any governmental authority (including the Commission or PJM Interconnection, LLC, the operator of the regional power grid), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EC or any other cause beyond Direct Energy's reasonable control. In addition, you may be required to pay any additional or increased fees or charges that are generally beyond Direct Energy's reasonable control including, but not limited to, fees for switching, disconnecting, reconnecting or maintaining electric service or equipment, or transmission charges, that are imposed by law, rule, regulation or tariff, or Commission rule or order. These charges or fees will be passed through to you and added to your price.

13. Limitations of Liabilities. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES. DIRECT ENERGY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. DIRECT ENERGY IS NOT LIABLE FOR INTERRUPTIONS TO, OR SHORTAGES OF, ELECTRICITY SUPPLY, NOR IS IT LIABLE FOR ANY RESULTING ASSOCIATED LOSS OR DAMAGE. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE.

14. Direct Energy's Representations and Warranties; Limitations. The electricity provided under this Agreement will meet the quality standard of the EC and will be supplied from a variety of electric generation sources, including the electricity provided pursuant to any renewable energy requirements. Direct Energy makes no representations or warranties other than those expressly set forth in this Agreement. DIRECT ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. Contact Information.

Direct Energy: You may contact Direct Energy in one of the following ways: (a) call 1-855-537-5547, Monday through Friday 8:00 a.m. to 8:00 p.m. EST, and Saturday 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice); or (b) write to Direct Energy at PO Box 180, Tulsa, OK 74101-0180 (be sure to include your choice ID(s)). Direct Energy's internet domain address is: <http://www.directenergy.com>. Answers to frequently asked questions can be found on Direct Energy's website.

Your Electric Company: For utility customer service, outage, service interruption or emergency, please refer to your Rate Plan Summary for information.

The Commission: You may contact the Public Service Commission of the District of Columbia, as follows: (a) call 1-202-626-5100; or (b) contact their website address at <http://www.dcpsc.org>.

Other: You may contact the Office of the People's Counsel of the District of Columbia at 1-202-727-3071. Their website is <http://www.opc-dc.gov/>.

16. Your Authorization to Release Your Information for Use and Sharing. By entering into this contract, you authorize us to act on your behalf under your utility's tariffs in accordance with the rules and regulations of the state public utility commission ("PUC") where you take service. You further acknowledge that this contract provides authorization for your local utility to release all information regarding your energy supply account(s) to us so we can provide the services described herein. This information may include, but is not limited to, usage information, billing determinants, bill cycle, budget billing status, address, account type, tax exemption status, rate service class, load profile, demand data, meter number, special account exceptions, public assistance status, existence of medical emergencies or disability, tax status and eligibility for economic development or other incentives, standard service status, electronic interval data when available, credit information when applicable, and all other data and information permitted by law to be disclosed to us to provide our services.

We also obtain information about you as outlined in our privacy policy (posted on our website) such as when you voluntarily provide personal information to us, use our website or mobile applications, or when we add information about you to your account profile from publicly available sources.

We will maintain the confidentiality of your personal information including your name, address, telephone number, email, account numbers, energy usage and historic payment information as required by applicable PUC regulations as well as federal and state laws.

Our use and sharing of your information will be consistent with the purposes and uses disclosed in our privacy policy, as amended from time to time and posted on our website. Your information may be disclosed if required by law, such as pursuant to a lawfully issued subpoena or other legal process. Further, you understand that your information may be disclosed to an affiliate or a third-party to provide services or products to you, and any disclosure of such information will be made under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to you or improved products to us. This

authorization also allows us to contact you about our other products and services and to share information about your account with any designated rewards partner or with any affiliate, third-party vendor or marketing partner we use to provide services and rewards to you. We reserve the right to share your information with our affiliates and marketing partners, to the extent permitted by law and/or as authorized when you provide your consent.

If you do not wish for us to use or share information about your account in the manner described above, you may cancel this contract by calling us at our contact information listed herein.

17. Choice of Law. This Agreement will be governed by the laws of the District of Columbia, without regard to its conflict of law principles.

18. Miscellaneous Provisions. 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, you 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 such terms shall not be considered a waiver of Direct Energy's right to enforce each and every such term, exercise such right or exercise any other right under this Agreement. You may not assign this Agreement without Direct Energy's prior written consent. Direct Energy may: (a) transfer or sell this Agreement or your account in connection with any financing; (b) assign this Agreement to any of its affiliates; (c) transfer this Agreement in connection with the acquisition or sale of all or a portion of Direct Energy's customer agreements to the acquiring or purchasing party; provided, however, that proprietary customer information involved in such acquisition or sale is subject to a confidentiality agreement(s); and (d) transfer this Agreement to another supplier licensed by the Commission. After assignment, Direct Energy will have no further obligations under this Agreement. This Agreement is binding upon you and Direct Energy, and will further bind each of your successors and permitted assigns. There are no third-party beneficiaries to this Agreement.

19. Dispute Resolution. In the event of a dispute you may contact Direct Energy in the manner described in Section 15 of this Agreement. If the dispute is not resolved to your satisfaction you may file an informal complaint with the Office of the People's Counsel at the phone number set forth in Section 15.

You can also view the Direct Energy D.C. customer information pamphlet at <https://www.directenergy.com/docs/dc-customer-pamphlet.pdf>.



Name of authorized energy purchaser or business entity ("Customer"): _____

Relationship to account holder: _____ Name as it appears on the utility bill (if different): _____

Service address: _____

City: _____ State: _____ Zip: _____

Billing address (if different): _____

City: _____ State: _____ Zip: _____

Home telephone: _____

NOTICE OF CANCELLATION

Transaction date: _____

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO DIRECT ENERGY AT PO BOX 180, TULSA, OK 74101-0180 NO LATER THAN MIDNIGHT OF _____ (DATE). I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature _____ Date _____

Buyer's Name _____ Account number _____

✂ For cancellation cut here and mail. Keep top copy for your records.-----

Name of authorized energy purchaser or business entity ("Customer"): _____

Relationship to account holder: _____ Name as it appears on the utility bill (if different): _____

Service address: _____

City: _____ State: _____ Zip: _____

Billing address (if different): _____

City: _____ State: _____ Zip: _____

Home telephone: _____

NOTICE OF CANCELLATION

Transaction date: _____

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO DIRECT ENERGY AT PO BOX 180, TULSA, OK 74101-0180 NO LATER THAN MIDNIGHT OF _____ (DATE). I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature _____ Date _____

Buyer's Name _____ Account number _____