OHIO 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 competitive retail electric service ("electric service") to be provided to you by Direct Energy. Subject to Direct Energy's acceptance of this Agreement and enrollment by your Electric Distribution Utility ("EDU"), 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 service and fulfill the terms of this Agreement. 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 or estimated by your EDU, all in accordance with the prices and other terms and conditions set forth in this Agreement. Your electricity will be delivered to you by your EDU. You understand that as part of Direct Energy's process of qualifying you for this Agreement and continuing service under this Agreement, Direct Energy may investigate at any time and from time-to-time your credit history and choose to obtain a consumer credit report on you from a consumer-reporting agency. If Direct Energy learns that your credit, payment history, or account status is not satisfactory, Direct Energy may decline to provide retail electric service or any other service or product. Direct Energy is licensed by the Public Utilities Commission of Ohio (the "Commission") as a competitive retail electric service provider to offer and supply retail electric generation services in Ohio. Direct Energy's license number is 00-0019E.

3. 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.

4. Time of Use Plan. 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 or Direct Energy at the information provided in your Terms and Conditions. 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) and return your account back to the utility. By enrolling in a Time of Use Product, you authorize your utility to provide Direct Energy access to your meter data in increments as short as five (5) minutes but no more than one (1) hour as allowed by your utility systems on a daily and/or monthly basis as may be requested by Direct Energy ("Interval Data Authorization"), as well as being shared with third parties, pursuant to Direct Energy's privacy policy. Your information will be shared with third parties (Innowatts, Grid4c or other similar companies) for load forecasting purposes and to separate data based on your usage throughout your household. 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.

5. Term of Agreement. After you enter into this Agreement, the term of this Agreement will begin on the next available meter read date that your electric generation supplier is changed to Direct Energy by the EDU. Your service will begin on the start date of the next Billing Cycle and continue for the number of Billing Cycles set forth in the Rate Plan Summary ("Initial Term"). If you are enrolled in a Fixed Rate Plan, when the Initial Term expires, this Agreement will renew , as described in the Rate Plan Summary and in **Renewal** (Section 7). If you are enrolled in a Variable Rate Plan, the price may change each month and will be set in Direct Energy's discretion based on the factors stated in **Renewal** (Section 7). This Agreement will be effective during the Initial Term and through any Renewal Periods, subject to the cancellation provisions of Sections 10 and 11 below.

6. Pricing, Billing and Payment Terms of Electric Service. During the Initial Term, you will pay Direct Energy for your electric

generation service at the price set for the Initial Term, as set forth in the Rate Plan Summary. The Initial Term Rate is for electric service and excludes taxes and regulated charges from the utility, including but not limited to, delivery and distribution charges and may include a monthly administrative fee ("Admin Fee"), if applicable, the amount of which is set forth in your Rate Plan Summary. The Admin Fee covers administrative costs for the procurement and management of your electric generation service. Your EDU will send you a bill for each Billing Cycle that will include your EDU's charges, Direct Energy's electric generation service charges, if applicable, a Minimum Usage Fee, and any other charges incurred in accordance with this Agreement. You will pay your bill in accordance with the EDU's billing and payment terms. The amount of electricity used will be measured or estimated by the EDU. **Depending upon the date of the meter read, your bill from the EDU 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 EDU'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 EDU by the date specified in the EDU bill. If you fail to pay it on time, you could be subject to interest and late charges imposed by the EDU, and your service could be disconnected in accordance with the electric utility tariff. Your EDU and/or Direct Energy may offer you budget or other payment plans.

7. Renewal. At the end of the Initial Term, your contract will continue unless either of us cancels the contract. We will send written notification prior to the expiration of any fixed price period, which will explain your contract renewal and pricing options. Your service will automatically continue under the specified terms unless you contact us to cancel the contract.

Fixed: If your service continues on a fixed price plan, your new fixed price will be stated in your notice. Any fixed renewal term will not exceed your initial term length.

Variable: If your service continues on a month-to-month variable price plan, we will determine the variable supply price at our discretion based on many different factors, which include our costs to procure and sell energy (which include the cost of wholesale energy, transmission, capacity, ancillary services, renewable energy certificates, grid system fees, and other costs), industry charges we are responsible for, customer retention rates, applicable state and local taxes, changes in weather, legal and regulatory issues, operating costs, expenses, and profit margins. The variable supply price can change each month and no single factor will determine the price. Our current and historical prices are not an indicator of our future prices and we do not guarantee any savings. Our prices may be higher than your utility's supply rate. We reserve the right to lower your price without notice or your consent in any given billing cycle. Any price change may occur no more frequently than monthly.

Furthermore, to the extent that you purchased our Renewable Energy Plan at the time of enrollment, during the Renewal Period, the product you purchase from Direct Energy will not be a Renewable Energy product unless specified in any renewal notification.

8. Failure to Pay EDU Charges or Electric Service Bill. Under the Initial Term or during the Renewal Period, in the event that you fail to pay the EDU's charges or fail to meet any agreed upon payment arrangement, you are subject to disconnection of your service from your EDU, pursuant to the electric utility tariff. If you fail to pay your bill, or fail to meet any agreed-upon payment arrangement, Direct Energy may cancel this Agreement upon fourteen (14) calendar days' advance written notice. Such disconnection and/or cancellation will not relieve you of your payment obligations to Direct Energy, including any applicable early cancellation fee, or your payment obligations to the EDU for service to the date of such disconnection and/or cancellation. You have the right to request without charge to you, twice within a twelve (12) month period, up to twenty-four (24) months of your payment history for services rendered by Direct Energy.

9. Switching. If you change your electric supplier, your EDU may apply a switching fee. If you return to your EDU after switching to a retail energy service provider, you may or may not be served under the same rates, terms and conditions that apply to other customers served by the EDU.

10. Right of Rescission and Early Cancellation Policy. Your EDU will send you a written notice confirming your decision to enroll with Direct Energy. You have the right to rescind your enrollment, without an early cancellation fee, within seven (7) calendar days after the postmark on the EDU enrollment confirmation notice ("Rescission Period"). Your utility will provide a notice with a cancellation number to confirm cancellation of the contract during this period. You can do this by contacting your EDU at the toll-free telephone number set forth in the Rate Plan Summary, or in writing, also set forth therein. Thereafter, you may cancel service under this Agreement at any time during the Initial Term. However, if you cancel during the Initial Term and an early cancellation fee is set forth in the Rate Plan Summary, then you will be required to pay such early cancellation fee to us immediately, but in any event no later than ten (10) days after the date you receive an oral or written notice requesting payment. During the Renewal Period, there is no early cancellation fee. Otherwise, to cancel your service, you must contact Direct Energy by telephone or in writing.

11. Cancellation or Transferring Service as a Result of Relocating. You understand that this Agreement will be cancelled if you relocate to a service location that is: (a) outside your EDU's service territory; (b) not served by your EDU; or (c) outside Direct Energy's service territory. In addition, you understand that this Agreement will be cancelled if you relocate to a service location outside your EDU's service territory. In connection with the cancellation of this Agreement pursuant to this Section, you will not be charged an early cancellation fee. In order to cancel this

Agreement pursuant to this Section, before you relocate, you must first call Direct Energy Customer Service, and then your EDU at the toll-free telephone number provided in the Rate Plan Summary. However, if you relocate within your EDU's service territory, your service will transfer and this Agreement will automatically continue for the remainder of the Initial Term, if any, and the Renewal Period of this Agreement. Thus, you will receive Direct Energy's service at your new location pursuant to this Agreement. If you relocate within your EDU's service territory, you must: (a) call your EDU to inform the EDU of your request to transfer your EDU service to your new location; (b) obtain your new account information from the EDU; (c) contact Direct Energy to provide your new account information and location to complete the transfer of service; and (d) service under the contract will start at the time the EDU accepts enrollment at the new location. You must provide written proof of your new location outside the EDU service territory to Direct Energy. If your service transfers as provided in this paragraph, you grant the EDU the right to provide Direct Energy with each account and meter number for your new service location(s). If requested by Direct Energy, you will also provide Direct Energy with this information. If service does not transfer to your new service location, you may be served under your EDU's regulated service commodity rate unless you select another retail electric service provider.

12. Dispute Resolution. You understand that Direct Energy will attempt to resolve any disagreement or complaint you may have. If your complaint is not resolved after you have called Direct Energy and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll-free), or for TTY at 1-800-686-1570 (toll-free), from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll-free) from 8:00 a. m. to 5:00 p.m. weekdays, or at www.pickocc.org. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

13. Force Majeure (Uncontrollable Forces). 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 are out of Direct Energy's reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. Direct Energy will not be liable for any such interruptions caused by a Force Majeure Event. Direct Energy is not responsible for transmitting or distributing electricity. Therefore, you agree that Direct Energy is not, and shall not be, liable for damages caused by Force Majeure Events, including but not limited to, acts of God, changes in laws, rules, or regulations or other acts of any governmental authority (including the Commission or PJM as applicable), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDU 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 or transmission-related 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.

14. 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. Note: We will not release energy usage data that is more granular than monthly historical consumption data unless we have obtained your explicit permission as provided in Ohio regulation when you enrolled in our service.

15. Limitations of Liabilities. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL 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 ANY ASSOCIATED LOSS OR DAMAGE RESULTING THEREFROM. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

16. Indemnification; Direct Energy's Representations and Warranties; Limitation. You are responsible for, and will immediately indemnify Direct Energy against, any and all loss or damage resulting from: (a) your failure to fully comply with this Agreement; or (b) your use or misuse of electricity after it is delivered to you. THE ELECTRICITY PROVIDED UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARD OF THE APPLICABLE EDU AND WILL BE SUPPLIED FROM A VARIETY OF ELECTRIC GENERATION SOURCES INLUDING THE ELECTRICITY PROVIDED PURSUANT TO ANY RENEWABLE ENERGY PLAN REQUIREMENT. 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.

17. Contact Information.

Direct Energy: You may contact Direct Energy in one of the following ways: (a) call 1-888-566-9988 or 1-844-814-9393 (for Residential Door-to-Door customers only), 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 account number(s)). Direct Energy's internet domain address is: http:// www.directenergy.com. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available from Direct Energy upon request.

18. EDU Contact Information and Emergency Contact. The contact number for your EDU is set forth in the Rate Plan Summary.

19. Choice of Law. You agree that this Agreement shall be governed by the laws of the state of Ohio, without regard to its conflict of law principles.

20. Taxes. Except as otherwise provided in this Agreement or required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you.

21. Environmental Disclosure Label.

You may access Direct Energy's Environmental Disclosure label associated with your account at Direct Energy's website.

This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

22. 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) transfer this Agreement to any of its affiliates; (c) transfer or assign this Agreement to anyone succeeding to all or substantially all of Direct Energy's assets or business; 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.