PENNSYLVANIA RESIDENTIAL & SMALL COMMERCIALTERMS AND CONDITIONS

For Electric Generation Supply
Direct Energy Service, LLC

1. Terms of Service. These Terms and Conditions together with the Contract Summary (defined below), which is incorporated herein by reference, constitute the agreement ("Agreement" or "Contract") between you and Direct Energy Services, LLC ("Direct Energy"). "Contract Summary" means, as applicable, either the section of the enrollment consent form/letter of authorization entitled *'Contract Summary'* or the Schedule A accompanying these Terms and Conditions entitled *'Contract 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. Subject to Direct Energy's acceptance of this Agreement and enrollment by your Electric Distribution Company ("EDC"), 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 EDC, 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 EDC. 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. Please note the following: Direct Energy is licensed by the Pennsylvania Public Utility Commission as an Electric Generation Supplier to offer and supply electric generation services in Pennsylvania. Direct Energy's license number is A-110164. Direct Energy sets the Generation Service Charges that you pay. The Commission regulates electric distribution prices and services. The Federal Energy Regulatory Commission regulates electric transmission prices and services.

3. Definitions. Set forth below are the definitions of certain terms that are incorporated into this Agreement. If you need more help with definitions, please refer to the Pennsylvania Public Utility Commission's Consumers Dictionary for Electrical Competition, as amended, which can be found on the Commission's website at: http://www.puc.state.pa.us/electric/electric_competition_dictionary.aspx

Agreement – These Terms and Conditions and the Contract Summary, as they may be amended or restated from time-to-time.

Basic Service - These are the services necessary for the physical delivery of your electricity, including electric generation service, transmission and distribution. (See below for description of these terms.)

Basic Service Charges – The total charge you pay to your EDC for Basic Service – the total of the Electric Generation Service Charge (which, on your bill, will include your Transmission Charges), a monthly administrative fee ("Admin Fee") if applicable, the amount of which is set forth in your Contract Summary, Distribution Charges, and any monthly customer charge. The Admin Fee covers administrative costs for the procurement and management of your electric generation service.

Commission - The Pennsylvania Public Utility Commission.

Contract Duration - In this Agreement, this is the time period during which you will receive the prices set forth in the Contract Summary.

Customer Charge - The charge to partially cover costs for billing, meter reading, equipment, service line maintenance and equipment by your EDC. This charge is the same no matter how much electricity you use.

Default Service Provider – The company providing generation services to those who do not choose another supplier, are unable to find a supplier willing to serve them, or, for some reason, no longer receive generation services from another supplier. Your Default Service Provider can be found on your Contract Summary.

Direct Energy - Direct Energy Services, LLC, a Delaware limited liability company, or its assignee or successor.

Distribution Charges - The charge on each customer's bill for delivering electricity from your EDC to your home or business, including the Customer Charge. The Distribution Charge is regulated by the Commission. It will vary according to how much electricity you use.

EDC - An abbreviation for "electric distribution company." Your EDC is identified in the Contract Summary.

Fixed Rate Product – If you are purchasing a Fixed Rate Product, you are agreeing to purchase from Direct Energy a product with a fixed rate that will remain the same for the Term of Agreement, as outlined in the Contract Summary.

Generation Service Charge - Part of the Basic Service Charge on each customer's bill for the generation of (producing) electricity. Electric generation service is competitively priced and is not regulated by the Commission. This charge depends on the contract between the customer and the supplier. This service is included in the price that Direct Energy charges you, as described in the Contract Summary.

kWh - An abbreviation for the basic unit of measure of electric energy, "kilowatt hours".

PJM Interconnection - PJM Interconnection, LLC is a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states, including Pennsylvania, and the District of Columbia.

Renewable Energy Certificate (REC) – An authorized document or other representation (electronic, paper, etc.) of the attributes associated with the generation of a defined amount of electricity (usually one megawatt hour [MWh]) at a renewable energy facility. The attributes have been separated (or unbundled) from the commodity electricity and, as a result, the REC may be traded separately from the electricity. Each REC will embody different characteristics that vary depending on the generation facility.

Renewable Energy Plan – If you are purchasing our Renewable Energy Plan pursuant to this Agreement, you are agreeing to purchase from Direct Energy a Fixed Rate Product that is supported 100% by RECs in an amount sufficient to match your annual consumption from your EDC.

Time of Use - If you are purchasing a Time of Use Product you are agreeing to purchase from Direct Energy a time of use product whereby you will be charged for electric generation service at varying rates depending on the time of day and/or day of the week as set forth in detail in the Contract Summary.

Transmission Charges - The charge on each customer's bill for transporting electricity from the source of supply (the generator) to the EDC (your utility). It includes electricity capacity and transmission-related charges. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.

4. Contract Duration. The Contract Duration (as defined in the Contract Summary) of this Agreement will begin on the meter read date that your electric generation supplier is changed to Direct Energy by the EDC. The Contract Duration of your service will begin on the start date of the next monthly billing cycle and continue for the number of monthly billing cycles set forth in the Contract Summary. This Agreement will be effective during the Contract Duration and through any successive service periods (as defined in Section 6) subject to the cancellation provisions of Sections 7 through 9 below.

5. Pricing, Billing and Payment Terms. During your Contract Duration, you will pay for your electric generation service at the prices set forth in the Contract Summary. The Contract Duration Rate is for electric generation service and Gross Receipt Tax, and excludes other 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 Contract Summary. The Admin Fee covers administrative costs for the procurement and management of your electric generation service. As to payment terms, your EDC will send you a bill monthly which will set forth the Basic Service Charge for Basic Service. That bill will contain, among other charges, Direct Energy's Generation Service Charges for the amount of electricity you used during the billing cycle, and any other charges incurred in accordance with this Agreement. That amount will be measured or estimated by the EDC. **Depending upon the date of the meter read, your bill from the EDC 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 EDC'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 EDC by the date specified in the EDC bill. If you fail to pay it on time, you could be subject to interest and late charges imposed by the EDC, and your service could be disconnected. Your EDC may offer you budget, levelized or other payment plans.

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 EDC or Direct Energy at the information provided in Section 18. By enrolling in a Time of Use Product, e.g., our Free Day Plan, you authorize your EDC 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"). 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 Contract Summary.

6. Notice of a Change to this Agreement. If you have a fixed duration contract that will be ending, or whenever Direct Energy wants to change the contract, you will receive two separate notices. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options. If you do not respond to the Notifications, your service with Direct Energy will continue on a month-to-month basis variable rate as set forth below, or to another fixed term contract as set forth in the Notifications (a "Renewal Period") with no early cancellation fee. Your Renewal Period product may be one of the following:

(a) Month-to-Month Variable Rate.

If during a Renewal Period, you receive electric service from Direct Energy on a month-to-month variable rate contract as set forth in the Notifications, subject to Section 8 as set forth below. Your rate for electricity will be billed by your EDC at a variable rate that may be higher or lower each month and will be set in Direct Energy's sole discretion. The rate will be for electric generation service and Gross Receipt Tax, and excludes other taxes and regulated charges from the EDC, 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 Contract Summary. The Admin Fee covers administrative costs for the procurement and management of your electric generation service.

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. There is no limit on how much the variable rate may change from one billing cycle to the next. Your rate for the first month during such a Renewal

Period will be set forth in the Second Options Notification and the Contract Summary provided to you at that time. You will receive a mailed notice 30 days in advance before any rate change goes into effect. You may obtain the average monthly rates for the previous twenty four (24) months for Direct Energy's customers in your EDC's service territory who received service on a variable rate ("Historical Rates") by calling us at the telephone number set forth in Section 18 or by visiting us at our website: https://www.directenergy.com/en/historical-pricing. Please note that Historical Rates are not indicative of current or future rates.

(b) Fixed Term Rate.

If during a Renewal Period, you receive electric service from Direct Energy on a fixed term contract as set forth in the Notifications, subject to Section 8 as set forth below, your rate for electricity will be billed by your EDC at a fixed rate as set forth in the Second Notification and the Contract Summary provided to you at that time. The rate will be for electric generation service and Gross Receipt Tax, and excludes other taxes and regulated charges from the EDC, 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 Contract Summary. The Admin Fee covers administrative costs for the procurement and management of your electric generation service.

Furthermore, to the extent that you purchased our Renewable Energy Plan at the time of enrollment, during a Renewal Period, the product you purchase from Direct Energy will not be a Renewable Energy product unless explicitly stated in the Second Options Notification.

In addition, to the extent you have a fixed rate contract with Direct Energy, and performance of your current Agreement becomes uneconomical for Direct Energy due to events that are beyond Direct Energy's reasonable control and/or Direct Energy is subject to additional or increased costs that are imposed by law, rule, regulation or tariff, or Commission rule or order, Direct Energy may propose change(s) to our terms of service with you, including, but limited to, passing through such additional costs and, thus, increasing your price. If Direct Energy proposes to change our terms of service pursuant to the foregoing, Direct Energy shall send you two written notifications. The first notification will be provided no more than sixty (60) days and no less than forty-five (45) days in advance of the changes in terms of service. The second notification will be provided at least thirty (30) days in advance of the changes in terms of service. If you find the proposed change unacceptable, you may choose to terminate your Agreement and choose another supplier or return to EDC service before the proposed change(s) go into effect, without charge or penalty to you. If you do not respond to the notifications your service with Direct Energy will be terminated and we will return you to EDC service.

7. Your Right to Rescind or Cancel Service. ("Rescission Period") You have three (3) business days after you receive a written copy of this Agreement to rescind your enrollment with Direct Energy by calling Direct Energy at the phone number provided in Section 18 below. After your service begins, you may cancel it at any time during the Contract Duration, but you will be required to pay an early cancellation fee as set forth in in the Contract Summary. If an early cancellation fee is imposed, you agree to pay it at the time of your request to cancel this Agreement, but no later than ten (10) days after the date you receive notice to pay it. If you move to a different service location and notify Direct Energy of this move either (1) at the time you request that Direct Energy cancel your service, or (2) prior to the time that your EDC communicates, then you will not be subject to the early cancellation fee. You may cancel by contacting Direct Energy using the contact information set forth in Section 18 below. You will be given a cancellation number at that time. Also, at that time, you will be required to select another supplier or return to the EDC for electric generation service. When you cancel, you agree that you are responsible to pay for Direct Energy's service through the date you are switched to another supplier or returned to the EDC for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date which follows the date on which Direct Energy gives notice to the EDC of your cancellation request.

8. Direct Energy's Right to Cancel 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 cancel 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 cancel this Agreement after giving you at least fourteen (14) days' advance written notice. If Direct Energy cancels this Agreement, you must still pay all Direct Energy charges through the date you are switched to another supplier or returned to the EDC for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date following the date on which Direct Energy gives notice to the EDC of your cancellation request. If you enroll (or attempt to enroll) in a Time of Use Product, e.g., our Free Day Plan, 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).

9. EDC's Right to Cancel Service. IF YOU DO NOT PAY YOUR BILL(S), YOUR SERVICE MAY BE DISCONNECTED BY THE EDC. Your EDC will give you notice in the time frame prescribed by the Commission before it disconnects your electric service. The EDC may also disconnect your electric service immediately and without notice in certain urgent situations such as: (a) the existence of a known dangerous condition; (b) where service is connected without authority by a person who has not made an application for service; (c) where service is reconnected without authority after disconnection for nonpayment; (d) where there has been tampering with equipment; or (e) where there is evidence of theft of service. This Agreement is automatically cancelled if the EDC returns you to EDC generation and distribution service.

10. Assignment. You may not assign your rights or obligations under this Agreement without Direct Energy's express written consent. Direct Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds due to it under this Agreement. Direct Energy may also assign its obligations under this Agreement to another electric supplier or other entity as permitted by law. After assignment, Direct Energy will have no further obligations under this Agreement.

11. 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.

12. Confidentiality. Direct Energy will maintain the confidentiality of your personal information, including your name, address, telephone number, electric usage and payment information as required by the Pennsylvania Public Utility Commission regulations and Federal and State laws.

13. Disputes. You should contact Direct Energy regarding any dispute related to this Agreement. Direct Energy will attempt to resolve the dispute in an efficient, fair and timely manner. Direct Energy will provide an acknowledgment of your dispute within a reasonable time after receipt. Direct Energy will then issue a report within thirty (30) days after initiation of the dispute. Direct Energy will report to you the results of its investigation of the dispute, and that report will be available to you upon request. If you are not satisfied after discussing your terms of service with Direct Energy, you may contact the Commission. The contact information for both Direct Energy and the Commission is set forth in Section 18 below.

14. Title to Electricity. Title to the electricity will pass from Direct Energy to you when it is delivered by Direct Energy to the EDC.

15. 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 is not responsible for transmitting or distributing electricity. Direct Energy is not 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 Interconnection), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDC or any other cause beyond Direct Energy's reasonable control.

16. 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.

17. Direct Energy's Representations and Warranties; Limitation. THE ELECTRICITY PROVIDED UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARD OF THE APPLICABLE EDC AND WILL BE SUPPLIED FROM A VARIETY OF ELECTRIC GENERATION SOURCES INLUDING THE ELECTRICITY PROVIDED PURSUANT TO ANY RENEWABLE ENERGY PRODUCT 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.

18. Contact Information.

Direct Energy: You may contact Direct Energy in one of the following ways: (a) call 1-888-734-0741 or 1-844-814-9426 (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.

The Commission: You may contact the Pennsylvania Utilities Commission, with an Informal Complaint or otherwise, as follows: (a) call 1-888-782-3228; or (b) PO Box 3265, Harrisburg, PA 17105-3265.

Assistance Program: Your EDC may have programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your EDC's assistance program, if any, can be obtained by contacting your EDC at the number listed on the Contract Summary.

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

20. ARBITRATION AND WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY PENNSYLVANIA LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT, SHALL BE FINALLY RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA COMMERCIAL RULES AND THE CONSUMER-RELATED DISPUTES SUPPLEMENTARY PROCEDURES, OR, AT THE ELECTION OF EITHER PARTY, BROUGHT AS A SMALL CLAIMS ACTION, IN THE MAGISTERIAL DISTRICT COURT OF PENNSYLVANIA OR PHILADELPHIA MUNICIPAL COURT, JUDICIAL SYSTEM OF PENNSYLVANIA ("SMALL CLAIMS COURT"), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF ITS JURISDICTION.

BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, OTHER THAN IN SMALL CLAIMS COURT, AND THE RIGHT TO A JURY TRIAL.

THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. THE ARBITRATOR CAN AWARD THE SAME DAMAGES AND OTHER RELIEF THAT A COURT CAN AWARD. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION.

THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS CONTRACT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

IF YOU FILE FOR ARBITRATION, THE AAA RULES LIMIT THE FEES AND COSTS THAT YOU WILL PAY TO THE AAA AND ARBITRATOR. YOU WILL STILL BE RESPONSIBLE FOR YOUR OWN LEGAL FEES AND COSTS, AS IF YOU WERE IN COURT, BUT THE ARBITRATOR MAY AWARD YOU THOSE FEES TO THE EXTENT AUTHORIZED BY LAW. THE ARBITRATION WILL BE HELD IN PENNSYLVANIA IN A LOCATION DETERMINED BY THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO HIS OR HER JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION PROVISION, AS WELL AS THE CLASS ACTION WAIVER SET OUT ABOVE.

COPIES OF THE AAA CONSUMER ARBITRATION RULES AND ADDITIONAL INFORMATION ABOUT ARBITRATION ARE AVAILABLE AT THE AAA'S WEBSITE: HTTPS://WWW.ADR.ORG/RULES.

AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF A COURT OR THE AAA DETERMINES THAT THE PRECEDING SENTENCE PROHIBITING CLASS ARBITRATION IS INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE.

THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

21. 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.

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.

23. Shopping Information. Shopping for an electric supplier is available at www.PaPowerSwitch.com or other successor media platform as determined by the Commission, by calling the Commission at (800) 692-7380 and The Office of Consumer Advocate at (800) 684-6560 or at www.oca.state.pa.us.