OHIO RESIDENTIAL & SMALL COMMERCIAL TERMS AND CONDITIONS

Natural Gas Supply Service
Direct Energy Services, LLC

1. Agreement to Purchase Natural Gas. Direct Energy will supply your natural gas as delivered by your Natural Gas Utility ("NGU"). 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. Term of Agreement and Credit. Subject to Direct Energy's acceptance of this Agreement and acceptance by your NGU, you hereby appoint Direct Energy as your exclusive limited agent to fulfill the terms of this Agreement. The "Initial Term" of this Agreement is set forth in the Rate Plan Summary. Your service under this Agreement will begin on your meter reading date as determined by your NGU tariff. Direct Energy's intent is to send an electronic enrollment request to your NGU within three (3) business days following your enrollment with Direct Energy unless a later date is agreed to. Your NGU will deliver your natural gas and provide billing and other services to you. If you are enrolled in a Fixed Rate Plan, after the end of the Initial Term, 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 Terms and through any Renewal Periods subject to the cancellation provisions of Sections 5 and 6 below. You understand that as part of Direct Energy's process of qualifying you for this Agreement, Direct Energy may investigate 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 natural gas service to you at the time of application, or refuse a requested rate plan change.

3. Pricing, Billing and Payment Terms. You will pay Direct Energy for your service at the rates for the Initial Term and during the "Renewal Period" (as defined in Section 7) as set forth in the Rate Plan Summary (subject to any change contemplated by Section 7). You will also pay gas distribution/transportation charges to your NGU. During the Initial Term, your service rate will 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 natural gas generation service. The Initial Term and Renewal Period rate is exclusive of all applicable NGU related taxes and charges (including the applicable Transition Rider or similar charge, if applicable) as applicable. Your NGU will send you a monthly bill that will include your NGU's charges, Direct Energy's charges, and any other charges incurred in accordance with this Agreement. **Depending upon the date of the meter read, your bill from the NGU 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 NGU's designated billing period days will have prorated charges based on a 30-day average for the applicable rate.** You will pay your bill in accordance with the NGU's billing and payment terms. If you are claiming tax-exempt status, you are responsible for providing Direct Energy with your Ohio tax exemption certificate, as it has been filed with the Ohio Department of Taxation.

4. Failure to Pay. Under the Initial Term or during the Renewal Period, in the event that you fail to pay your bill or fail to meet any agreed-upon payment arrangement, you are subject to disconnection and cancellation of this Agreement and service from your NGU, pursuant to its policies and practices. If you fail to pay your bill, or fail to meet any agreed-upon payment arrangement, Direct Energy may also cancel this Agreement upon fourteen (14) 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 NGU, for service to the date of such disconnection and/or cancellation. You have the right to request without charge up to twenty-four (24) months of payment history for services rendered by Direct Energy.

5. Right of Rescission and Early Cancellation Policy. Your NGU 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) business days after the postmark on the NGU 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 NGU at the toll-free telephone number set forth in the Rate Plan Summary or in writing at the address also set forth therein. Thereafter, you may cancel service under this Agreement at any time during the Initial Term, subject to paying Direct Energy an early cancellation fee, if any, as set forth in the Rate Plan Summary. You agree to pay any such 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.

6. Cancellation or Transferring Service as a Result of Relocating. Direct Energy and you will have the right to cancel this Agreement if you relocate to a service location that is: (a) outside

your NGU's service territory; (b) not served by your NGU; or (c) outside Direct Energy's service territory. If this Agreement is cancelled pursuant to the preceding sentence, you will not be charged an early cancellation fee. Before you relocate you must first call Direct Energy Customer Service, and then your NGU at the toll-free telephone number set forth in the Rate Plan Summary. However, if you relocate within your NGU's service territory, your service will transfer and this Agreement will automatically continue for the remainder of the Initial Term, if any, and automatic 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 NGU's service territory, you must: (a) call your NGU to inform the NGU of your request to transfer your NGU service to your new location; (b) obtain your new account information from the NGU; and (c) contact Direct Energy to provide your new account information and location to complete the transfer of service. You must provide written proof of your new location outside the NGU service territory to Direct Energy. If your service transfers as provided in this paragraph, you grant the NGU 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, this Agreement will be cancelled and you will be served under your NGU's regulated service commodity rate unless you select another natural gas supplier. If this Agreement is cancelled pursuant to the preceding sentence, you will not be charged an early cancellation fee.

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 ontice. 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 su7pply 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.

8. Switching. If you change your natural gas supplier, your NGU may apply a switching fee under the incumbent NGU's tariff. If you return to your NGU after switching to a competitive supplier, you may be charged a rate other than the incumbent NGU's regulated service commodity rate.

9. Assignment and Successors. This Agreement can be transferred or assigned by Direct Energy to any affiliate or another supplier upon thirty (30) days advance written notice. After assignment, Direct Energy will have no further obligations under this Agreement. You cannot transfer or assign this Agreement to another party. This Agreement is binding upon you and Direct Energy and will inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assignees.

10. 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 services.

11. Warranty. DIRECT ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. DIRECT ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Force Majeure (Uncontrollable Forces). Direct Energy will make commercially reasonable efforts to provide gas service, but does not guarantee a continuous supply of natural gas. Certain causes and events out of the control of Direct Energy ("Force Majeure Event(s)") may result in interruptions in service. Direct Energy will not be liable for any such interruptions caused by a Force Majeure Event. Direct Energy does not transmit or distribute natural gas. 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, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the NGU (including, but not limited to, problems with its gas distribution facilities or lines), changes in laws, rules, or regulations of any governmental authority (including, but not limited to, the PUCO), or any cause beyond Direct Energy's control.

13. Liability Limit. THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST DIRECT ENERGY WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU HEREBY WAIVE ANY RIGHT TO ANY OTHER REMEDY. IN NO EVENT WILL DIRECT ENERGY OR ANY OF ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. DIRECT ENERGY IS NOT LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM: (A) INTERRUPTIONS TO, OR SHORTAGES OF, NATURAL GAS SUPPLY; OR (B) ERRORS IN THE QUANTITY, QUALITY AND MEASUREMENT OF NATURAL GAS. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE.

14. Indemnification. 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 natural gas after it is delivered to you.

15. 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, or for general NGU 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. The Ohio Consumer's Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.pickocc.org Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

16. Venue and Choice of Law. Venue for any lawsuit related to this Agreement shall lie exclusively in the State of Ohio. Further, this Agreement shall be construed under and shall be governed by the laws of the State of Ohio, without regard to the application of its conflicts of law principles.

17. Entire Agreement and No Third Party Beneficiaries. The terms of this Agreement constitute the entire agreement between Direct Energy and you, and supersede any prior or contemporaneous or verbal or written agreement concerning the subject matter of this Agreement. There are no third party beneficiaries to this Agreement.

18. Direct Energy Contact Information. If you have a question about or disagree with the natural gas commodity portion of your bill, you may call Direct Energy's Customer Service Contact Center at 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 (hours subject to change without notice). You may also write to Direct Energy at: PO Box 180, Tulsa, OK 74101-0180. Always include your account number in your correspondence.

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

20. 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.