

Electricity Opt-Out Aggregation Program ("Program")
Terms and Conditions and Appointment of Limited Agent (the "Agreement")

1. Agreement to Purchase Electricity. Direct Energy Services, LLC ("Direct Energy") will supply your electricity as delivered by your local Electric Utility. The essential terms of your service are as follows:

2. Term of Agreement. Subject to Direct Energy's acceptance of your enrollment under this Agreement and acceptance by your Electric Utility, you hereby appoint Direct Energy as your exclusive limited agent and supplier for electricity service pursuant to the terms of Governmental Aggregator's Electricity Opt-Out Aggregation Program. The start of your service is subject to the timing of your enrollment under the Electric Utility's meter reading schedule and will continue through the Program end date billing cycle, subject to earlier termination pursuant to the terms of the Program and this Agreement. Accordingly, if your enrollment is not accepted by the Electric Utility by the applicable meter reading date for your particular billing cycle, your service will not start until the following billing cycle. After the end of the Term, this Agreement and your electricity service from Direct Energy will expire unless the Governmental Aggregator renews the Program with Direct Energy as set forth in Section 9. If a renewal occurs, you will be notified of the renewal, receive a written notice of any proposed changes to the terms and conditions of this Agreement, and have the ability to opt-out of the Program without penalty. Your Electric Utility will continue to deliver your electricity and provide billing and other services.

3. Pricing, Billing and Payment Terms. Under this Agreement, you will continue to pay distribution and transportation costs to your Electric Utility. Your electricity supply rate for the Term starts with your first billing cycle of the Program and will continue until the Program end date billing cycle. If the Governmental Aggregator selects a fixed rate, it shall also determine the duration of such fixed rate, with such duration not to extend beyond the Initial Term as described above unless Governmental Aggregator agrees to a new fixed rate, whereby you will be notified of the new rate prior to the billing cycle to which the new rate applies.

Direct Energy's rates are exclusive of all applicable state and local taxes and Electric Utility charges. Your Electric Utility will send you a single monthly bill that will include your Electric Utility's charges and Direct Energy's charges, and you will continue to pay your bill in accordance with the Electric Utility's billing and payment policies.

4. Eligibility. This agreement is for residential and/or small commercial accounts consuming less than 700,000 kWh per year and not part of a national account involving multiples facilities in one or more states. An account's designation as small commercial is determined in accordance with the Ohio Revised Code and the rules of the Public Utilities Commission of Ohio. Customers in the Percentage of Income Payment Plan, with certain arrearages, served by another competitive supplier, or otherwise determined to be not eligible by the Public Utilities Commission of Ohio or the electric distribution utility may not be eligible to be served under the Program. The Supplier reserves the right to void this agreement, without liability, if your account does not meet the eligibility requirements. Termination from a change in eligibility status will not incur an early termination fee.

5. Termination. You understand that this Agreement will terminate automatically if any of the following occurs: (a) The requested service location is not served by the incumbent electricity company, (b) you move outside the incumbent electricity company's service area, to an area not served by Direct Energy, or to an area outside the Governmental Aggregator's territory, or (c) Direct Energy or the Governmental Aggregator returns your service to the Electric Utility, provided Direct Energy is permitted to terminate under the terms and conditions of this Agreement or Ohio regulations. If you move within the Governmental Aggregator's territory and wish to continue taking service from Direct Energy under this Agreement you must contact Direct Energy with your new service location account information in a timely fashion to transfer your service. You understand that processing the move will be subject to utility transaction processing timelines. You understand that you have the right to terminate this Agreement without penalty in the event: (a) you relocate, or (b) this Agreement allows Direct Energy or the Governmental Aggregator such a right for reasons other than customer nonpayment.

6. Cancellation. Your Electric Utility will send you a written notice confirming your electricity supply from Direct Energy. You understand that you may rescind your enrollment without penalty within seven (7) business days of the postmark on the Electric Utility's confirmation letter by calling or writing to your Electric Utility. You understand that you also have the right to cancel this Agreement without penalty or early termination fee by contacting Direct Energy verbally at 1-866-968-8065 or in writing at the address provided in the Direct Energy Contact Information section below. Such cancellation will not relieve you of your payment obligations to Direct Energy for any supply service received to the date of cancellation.

7. Switching. If you change your electricity supplier from Direct Energy, your Electric Utility may apply a switching fee under the incumbent Electric Utility's tariff, and you will be responsible for that fee. Further, you understand that you are responsible for any switching fees imposed by your Electric Utility. If you return to your Electric Utility after switching to a competitive supplier, you may be charged a rate other than the incumbent Electric Utility's regulated service commodity rate.

8. 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. You cannot transfer or assign this Agreement to another party. This Agreement is binding upon and will inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assignees.

9. Privacy of Customer Information. Direct Energy may share such Eligible Consumer data with affiliates and third-party vendors as reasonably necessary to accommodate Direct Energy's provision of Electricity Service or other performance pursuant to this Agreement.

10. Renewal. Upon completion of the Term, this Agreement and your electricity service from Direct Energy will expire unless the Governmental Aggregator renews the Electricity Opt-Out Aggregation Program with Direct Energy. If a renewal occurs, you will be notified of the renewal, receive a written notice of any proposed changes to the terms and conditions of this Agreement and have the ability to opt-out of the Program without penalty.

11. Disclaimer of Representations and Warranties. DIRECT ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND DIRECT ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

12. Force Majeure. Direct Energy will make commercially reasonable efforts to provide electricity service but does not guarantee a continuous supply of electricity. Certain causes and events out of the control of Direct Energy ("Force Majeure Events") 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 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, 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 Electric Utility including but not limited to a facility outage on its electricity distribution 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.

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 waive any right to any other remedy. In no event will either Direct Energy or you be liable for consequential, incidental, or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

13. Governing Law/Venue. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

14. Direct Energy Contact Information. If you have a question about or disagree with the electricity commodity portion of your bill, you may call Direct Energy's Customer Service Department at 1-866-968-8065, Monday through Friday 8:00 a.m. to 8:00 p.m. ET, and Saturday 8:00 a.m. to 5:00 p.m. ET (contact center hours subject to change without notice). You may also write to Direct Energy Services, PO Box 180 Tulsa, OK 74101 or email aggregationsupport@nrg.com.

15. Dispute Resolution. If your complaint is not resolved after you have called Direct Energy, 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.

16. Emergency. In the event of an emergency such as a power outage or an electric safety hazard, please call your Electric Utility at AEP Columbus Southern Power at 1-800-277-2177; AEP Ohio Power at 1-800-672-2231; Duke Energy Ohio at 1-800-543-5599; Dayton Power & Light at 1-800-433-8500; AES Ohio (formerly Dayton Power & Light) at 1-877-468-8243; Ohio Edison, Toledo Edison, Cleveland Illuminating Company at 1-888-544-4877.