

**Electricity Supply Agreement with North American Power and Gas, LLC
Customer Disclosure Statement and Terms of Service
Retain a copy for your records.**

Version #: 5-NAPG-OH-E-ALL-012319

Customer is fully authorized to enter into this Agreement for North American Power and Gas, LLC ("NAP") to supply generation supply services ("Supply Service") to Customer's electric account, subject to eligibility requirements of Customer's Utility (each "Utility" being as specified in Customer's Enrollment Acknowledgement Form or Introductory Letter) and acceptance by NAP. This Agreement authorizes NAP to commence Supply Service and switch Customer's supply of electricity from the Utility or another Certified Retail Electric Supplier ("CRES"). Customer affirms that Customer is not currently enrolled in the Percentage of Income Payment Program and is not a member of a government aggregation program. Customer further affirms that Customer is not currently in arrears or default on Customer's bill with Customer's Utility. The Customer Disclosure Statement and Terms and Conditions, together with applicable Enrollment Form, Environmental Disclosure Label and/or Introductory Letter, and any Renewal Notice (if applicable) constitute your entire Generation Supply Agreement ("Agreement") with NAP and (i) describe your and NAP's responsibilities and, among other things, contain a class action waiver that waives each of your and NAP's rights to trial by jury and to participate in a class action, and (ii) supersede any oral or written statements made in connection with this Agreement or Customer's Supply Service. By executing, approving and/or not rescinding this Agreement, you agree to be legally bound, without limitation, qualification or change to, and to abide by this Agreement. In this Agreement, the words "we," "us," and "our" refer to North American Power, and the words "you" and "your" refer to Customer. You represent that you are at least 18 years old and fully authorized to enter into this Agreement and make changes to the account listed in the Enrollment Acknowledgement Form or Introductory Letter.

This Agreement is subject to the following terms and conditions:

Eligibility - This Agreement is available to Residential Customers receiving service under the Utility's residential rates who do not participate in the Percentage of Income Payment Plan.

Nature of the Services - Upon the effective date of this Agreement, NAP agrees to provide Supply Service, as specified in this Agreement. In return, you agree to receive and pay for that Supply Service.

Term - This Agreement becomes effective upon expiration of the Rescission Period described in the Right to Rescind section of this Agreement and shall continue, subject to the provisions of this Agreement, for the term indicated in the Customer Enrollment Acknowledgement Form or Introductory Letter. Service will commence with the first meter reading after the Utility processes your enrollment. If you are on a Fixed Rate Plan, after the "Fixed Price Period" set forth on the Customer Enrollment Acknowledgement Form or Introductory Letter this Agreement shall automatically continue on a month-to-month basis on a Variable Rate Plan as described herein.

Right to Rescind - Upon processing your enrollment, your Utility will send you a confirmation letter ("Confirmation Notice"), which is a notice of the transfer of your electricity supply to NAP. You can rescind your acceptance of this Agreement with no penalty within 7 calendar days from the postmark date on the Confirmation Notice (the "Rescission Period"). Rescissions may be made to the Utility in writing or by telephone by contacting the Utility as provided in the Confirmation Notice.

Price - The price to you for Supply Service received under this Agreement is stated in your Enrollment Acknowledgement Form or Introductory Letter.

Except for supply charges, for any price plan, NAP does not charge any recurring or non-recurring charges; however, you will incur additional service and delivery charges from the Utility. **Rates for any of the plans listed may be higher or lower than Utility's rate in any given month.**

Fixed Price Options

- **Fixed Rate Plan.** If you have chosen a Fixed Rate Plan, your price per kWh is guaranteed not to change during the Fixed Price Period, **subject to the Actions of Governmental and Regulated Entities section herein.** Following the end of the Fixed Price Period, and unless an alternative pricing provision is negotiated between the parties or either party terminates this Agreement, the price for Supply Service shall automatically continue thereafter on a month-to-month Variable Rate Plan, as described below. Please see the Contract Renewal section herein for further details.

Variable Price Options

- **Variable Rate Plan.** If you have chosen a Variable Rate Plan or your price for Supply Service has automatically renewed from a Fixed Rate Plan to a Variable Rate Plan, as set forth in the Contract Renewal section herein, your price per kWh will be determined by NAP for each month at its sole discretion based on business and market conditions including, but not limited to, the costs incurred by NAP to procure energy to serve your account, transportation costs, balancing fees, capacity charges, line losses, ancillary service fees, alternative and renewable energy requirements, storage charges, administrative costs, costs to acquire, marketing costs, profit, applicable taxes, and other business and market considerations. If your Utility pro-rates between months, if a billing cycle spans across more than one month, your Utility will apply the Variable Rates pro-rated based on the Utility's billing methodology. Your Variable Rate may be higher or lower than the price offered in the initial or any following months while NAP is providing Supply Service. Savings are not guaranteed. You may contact NAP at its contact information to obtain the current Variable Rate. At any time, you may ask NAP to convert your rate plan from a Variable Rate Plan to a Fixed Rate Plan at NAP's then-current Fixed Rate, if available.
- **Variable Rate with Guaranteed Savings Plan.** If you enrolled in a residential Guaranteed Savings Plan as indicated on the Customer Enrollment Acknowledgement Form or Introductory Letter, your price for electric generation service is indicated on the Introductory Letter. During the Guaranteed Savings Period, **savings guarantee is based on NAP's calculation of Customer's Utility Residential Service ("RS") price for customers using up to 1000kWh per month, minus Utility's Supplier Cost Reconciliation Rider ("SCRR") and Alternative Energy Recovery Rider ("AER-R"). Any discount offered is based on this calculation. You must remain with NAP from the date of successful enrollment and acceptance by the Utility through to the end of the Guaranteed Savings Period in order to qualify and obtain the savings benefit. If you leave NAP electric supply services before the end of the Guaranteed Savings Period, the savings benefits are not guaranteed.** After the expiration of the Guaranteed Savings Period, unless otherwise renewed, this Agreement will automatically continue on a monthly Variable Rate Plan as described in the Variable Rate Plan section herein.

Electronic Notices - If you signed up for NAP service online (at the NAP website) and/or consented online during the enrollment process to electronic service of all notices, including but not limited to, terms of service, Introductory Letter, environmental disclosure labels, late notices, termination notices, invoices and any other notices and/or disclaimers, all documents, with the exception of any notice (including Renewal Notice) that is required by PUCO regulations to be mailed in paper form, will be electronically sent to the e-mail

address provided by you to NAP and not mailed in paper form to your address on file ("regular mail"). It is your continuing obligation to ensure that the e-mail address on file with NAP is kept up to date. Should you require that a paper copy of any of these items be sent to you by regular mail, one will be so provided by NAP upon your request. Should you opt to receive all of these items by regular mail, you can do so by contacting NAP at its contact information in this Agreement.

Billing and Payments - For each account, you will receive one monthly bill from the Utility with its charges and our charges, and you will continue to pay your bill following the Utility's billing and payment policies. We do not offer budget billing or summary billing for Supply Service under this Agreement. Your bill will be calculated by multiplying (i) the rate of electricity per kWh by (ii) the amount of electricity used in the billing cycle (as determined by your Utility) plus (iii) applicable taxes, fees, and charges levied by the Utility for generation supply and other services. If you currently pay under the budget bill payment plan of the Utility, this service may remain available. The Utility's charges include distribution (delivery) service and all non-bypassable charges of the Utility that are approved by PUCO. If you have any questions regarding the Utility charges, please contact them directly. Failure to pay the Utility charges may result in disconnection as provided for in the Utility's tariff. If you do not pay your bill on time, you may incur late fees. You may also forfeit your ability to choose another CRES until arrearages are paid. In addition, we may require reasonable credit assurance as provided in the Credit and Deposit section of this Agreement. We may cancel this Agreement upon 14 calendar days written notice for non-payment or failure to meet any agreed upon payment arrangements, and automatically return you to the Utility's standard offer service. NAP reserves the right to issue an invoice to you directly. Such a direct invoice would include NAP's Supply Service charges and may also contain applicable taxes. If NAP bills you and if you do not pay your bill on time, NAP may charge you a late payment fee, not in excess of the rate charged by the Utility, and collection costs incurred due to your late payment or non-payment. All returned checks will be subject to the maximum fee allowed by law. If you fail to pay your bill or meet any agreed upon payment arrangements, the Utility may terminate your Supply Service in accordance with any applicable Utility's tariffs and your Agreement with NAP may be automatically terminated, leading to an early termination fee (if applicable). Your Utility may charge you switching fees if you change your CRES during the term of this Agreement. Until the cancellation or termination of this Agreement becomes effective, you agree to pay for any electricity NAP supplied to you. Upon your request, NAP will timely provide your payment history for up to 24 months of Supply Service to you without charge

Contract Renewal; Notification of Change - Unless you renew, modify or terminate this Agreement prior to the expiration of the Fixed Price Period and within AGL's time frame to effectuate a change in plan, **this Agreement will automatically renew onto a month-to-month Variable Rate Plan, without your affirmative consent, even when there is a change in the rate or other non-material terms and conditions.** This Agreement will continue on a monthly Variable Rate Plan, as described herein, until subsequently terminated by either party in accordance with this Agreement. If NAP materially changes its terms and conditions other than Variable Rate pricing, NAP must receive customer's affirmative consent not less than 30 days or more than 60 days prior to the new terms taking effect. You are responsible for arranging your electric supply upon the expiration or termination of this Agreement

Contract Cancellation - You have the right to cancel this transaction during the Rescission Period in accordance with the Right to Rescind section herein.

Contract Termination - You may terminate this Agreement after the Rescission Period, by contacting NAP at its contact information listed in the

Contact Us section of this Agreement or by providing notice to the Utility either orally, electronically or in writing. There is no early termination fee charged for termination during the Rescission Period or while under a Variable Rate Plan.

If you are enrolled in a Fixed Rate Plan and terminate this Agreement after the Rescission Period and prior to the expiration date of the Fixed Price Period, you will be charged an early termination fee of \$10.00 per month for each month remaining on the Fixed Price Period.

This Agreement will automatically terminate without penalty if you move and the requested service location is not served by the Utility, or if you move to an area not served by NAP and/or a different price is charged. Otherwise, you can contact the Utility at least 30 days prior to moving and request a service transfer within the Utility service area. This Agreement will also automatically terminate if NAP takes action to return you to the Utility's sales service in accordance with this Agreement. If the PUCO, the Utility, or PJM decides to end or change the program, including any change in governing law or regulation under which NAP purchases power in any manner that physically prevents or legally prohibits NAP from performing under the terms of this Agreement, NAP may also cancel this Agreement on 14 calendar days advance written notice.

Credit and Deposit - Prior to the acceptance of this Agreement by NAP, we may conduct a credit check to determine your initial creditworthiness. You consent to said credit check and agree that if you do not satisfy our credit standards, we may request reasonable credit assurance to accept this Agreement, which may include requiring a deposit based on 60 days of NAP estimated charges. No interest will be paid on a required deposit. In addition, we may require reasonable credit assurance if you do not pay your bill on time. Any cash deposit will be allocated to any balance owed to us at the time of your final bill with NAP charges, and any remaining amount will be returned to you.

Actions of Governmental and Regulated Entities - If action is taken by the Utility, applicable regional transmission organization (PJM), transmission provider, or any federal, state or local governmental authorities that materially changes the amounts charged by such entities to us or charged by such entities to our wholesale supplier and charged to us, or materially changes the manner in which we provide Supply Service to you, we may, in our sole discretion, elect to adjust the price for Supply Service under this Agreement to account for any such cost increases or other changes. After we notify you of such a change, you will have the option of either accepting the adjusted price or terminating this Agreement and selecting a new CRES.

Environmental Disclosure - Our environmental disclosure information is provided with this Agreement and is shown at our website, www.napower.com.

You agree that we may make required quarterly updates electronically at our website. We will also provide the information to you at no charge upon request.

Contact Information

Contact Us - You can reach us:

- By mail at 1500 Rankin Rd Suite 200 Houston, Texas 77073
- By telephone toll-free at 1-888-313-9086
- Internet: www.napower.com
- Our business hours are 9:00 A.M. to 5:00 P.M. Eastern Standard Time, Monday through Friday.

Questions and Disputes - If you have a complaint that is not resolved after you have called us and/or your electric Utility, or for general utility information you may contact PUCO for assistance toll-free at 1-800-686-7826, from 8:00 A.M. to 5:00 P.M., weekdays, or at www.puco.ohio.gov. Hearing or speech

impaired customers may contact PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 A.M. to 5:00 P.M. weekdays, or at www.pickocc.org.

CHOICE OF LAW; WAIVER OF JURY TRIAL; CLASS ACTION WAIVER The validity, performance, and construction of this Agreement will be governed and interpreted in accordance with the laws of Ohio without giving effect to conflict of law principles. Any controversy or claim arising from or relating to this Agreement that is not resolved by contacting us for resolution or by contacting your Utility or PUCO will be settled in accordance with the express terms of this Agreement by a court located in Fairfield County, Connecticut (and each party hereto waives any right to object to venue in this regard). **EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.** If either party pursues court action to enforce its rights under this Agreement, the non-prevailing party shall promptly reimburse the prevailing party for all its attorney fees, expenses and costs. Further, NAP shall be entitled to recover from you all costs, including attorneys' fees, incurred in connection with its efforts, whether in court or otherwise, to collect amounts due and payable to NAP. This provision shall survive termination of this Agreement.

LIMITATION OF REMEDIES, LIABILITY AND DAMAGES - THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST US WILL BE LIMITED TO THE LESSER OF THE DIRECT ACTUAL DAMAGES, OR THE AMOUNT PAID TO US UNDER THIS AGREEMENT FOR THE SIX MONTH PERIOD PRIOR TO THE OCCURRENCE THAT GAVE RISE TO SUCH CLAIM. IN NO EVENT WILL NAP BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NAP PROVIDES AND YOU RECEIVE NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND NAP SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You acknowledge and agree that your Utility and PJM are exclusively responsible for the energy transmission and delivery system, and that NAP has no independent control over the Utility's or PJM systems and will have no liability for any of their acts or omissions.

Force Majeure - Notwithstanding any other provision of the Agreement, if we are unable to carry out any obligation under the Agreement due to a Force Majeure the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, so long as we use commercially reasonable efforts to remedy our inability to perform. "Force Majeure" means an event not within our reasonable control that we are unable to prevent or overcome in a commercially reasonable manner by the exercise of due diligence. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the PUCO or PJM; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under our control.

Access To and Release of Information By NAP - You agree that the Utility may provide us with any information we need to help us serve you, including your meter readings, billing records, consumption records, and projections. You also agree that we may provide Utility with a copy of this Agreement, and you authorize the Utility to treat a copy of this Agreement as the original

during the term. We will not release your account number or social security number without your written consent, except for our own credit and collection purposes, for permitted assignments of this Agreement or (as to your account number) for government aggregation, or as otherwise required by law. By enrolling with NAP, you are designating NAP as an appropriate and authorized user of your information to enroll you and shall constitute authorization to obtain from time to time all usage, billing, payment history and other related information with respect to your account from the Utility. Enrollment or attempted enrollment online, telephonic enrollment, and/or your execution of this Agreement shall constitute authorization for the release of this information to NAP and to third parties who need to use or be aware of such information in connection with your electric generation services, as well as to our agents, affiliates, contractors, and subcontractors for any billing, collection and/or marketing purposes. This authorization will remain in effect during the term of this Agreement.

Successors and Assigns - We may assign this Agreement to an affiliate or third party, in whole or in part, and will provide you with 45 days written notice of any assignment. You may not assign this Agreement at any time without our prior written consent, and any attempted assignment without such consent shall be null and void.

UCC - Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code ("UCC") of Ohio shall govern this Agreement and electricity shall be deemed a "good" for purposes of the UCC.

Waiver - No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure of either party to exercise any right hereunder shall not constitute a waiver hereunder and shall not impair the exercise of such rights at any later time.

Severability - If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

Miscellaneous - You have the right to request your Supply Service payment history from us twice within a 12 month period for up to the 24 month period predating the request without charge. You may be charged a switching fee by the Utility, and if you switch back to the Utility you may not be served at the same rates, terms and conditions as other Utility customers. NAP will not separately charge a switching fee. If, due to a change in market conditions, we wish to lower the price per kWh charged to you under this Agreement, we may do so without consent provided there are no other changes to the terms of this Agreement. You are solely responsible for any contract termination fees or other fees or damages assessed by any other competitive retail electric supplier. You authorize, but do not obligate us, to exercise your government aggregation opt-out rights.