Electricity Supply Agreement with North American Power and Gas, LLC

Customer Disclosure Statement and Terms of Service

Retain a copy for your records.

Version #: 2-NAPG-OH-ALL-41015

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 electric account, subject to eligibility requirements of Customer Utility (each "Utility" being as specified in Customer's Enrollment Form or Welcome 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 supersede any oral or written statements made in connection with this Agreement or Customer Supply Service. "We", "us" or "our" refers to NAP, and "Customer", "you" or "your" refers to the Customer identified on the Enrollment Information Form.

This Agreement is subject to the following terms and conditions:

Eligibility - This Agreement is available to Customers receiving service under the Utility's residential rates (Residential Customers) 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 electric generation supply, as specified in the Customer Disclosure Statement). In return, the Customer agrees to receive and pay for that Service.

Term - This Agreement becomes effective upon expiration of the Contract Cancellation and 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 (Initial Term"), unless and until the Agreement is renewed. Service will commence with the first meter reading after the Utility processes your enrollment. After the Initial Term this Agreement shall continue on a month to month basis.

Right to Rescind - Upon processing Customer's enrollment, Customer's Local Utility will send Customer a confirmation letter ("Confirmation Notice"), which is a notice of the transfer of Customer's electricity supply to NAP. Customer can rescind Customer's acceptance of this Agreement with no penalty within seven (7) calendar days from the postmark date on the confirmation notice that will be sent to you by the Utility. 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 Customer for Supply Service received under this Agreement during the Initial Term is stated in the Customer 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, Customer will incur additional service and delivery charges from the Utility. Each month Customer's bill will be calculated by multiplying (i) the rate of electricity per kWh (ii) the amount of electricity used in the billing cycle plus (iii) applicable taxes, fees, and charges levied by the Utility for generation supply and other services. Rates for any of the plans listed below may be higher or lower than Utility's rate in any given month.

Fixed Price Options

- **Fixed Rate Plan.** If Customer has chosen a Fixed Rate product, Customer Price per kWh is guaranteed not to change during Initial Term. Following the end of the Initial Term, and unless an alternative pricing provision is negotiated between the Parties, the Price for Service shall thereafter be variable month to month Agreement.

Variable Price Options

- **Variable Rate Plan.** If Customer has chosen a variable rate product, Customer Price per kWh will be established and vary each month, based upon factors, including but not limited to, the costs incurred by NAP to provide the Service, through procurement in RTO-administered and/or other short-term markets, as well as the costs for supply and associated products that NAP requires to meet your electric generation supply requirements (including, without limitation, energy, imbalance energy, losses, capacity, transmission, ancillary services, alternative and renewable energy requirements, other RTO charges, taxes and any other required products or services). If Customer's Utility pro-rates between months, if a billing cycle spans across more than one month, Customer's Utility will apply the Variable Rates pro-rated based on the Utilities billing methodology. The Variable Rate will be set in NAP's discretion and may vary from month-to-month based on NAP's assessment of applicable market conditions, and publicly available data and indices, historic and projected supply and hedging costs, prior months pricing and balancing costs, projected average customer bill amounts and Utility pricing. Customer Variable Price 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. Customer may contact NAP at its contact information to obtain previous months rates. At any time, Customer may ask NAP to convert Customer rate plan from Variable to Fixed at NAP's then current Fixed Rate, if available.
- **Variable Rate with Introductory Period**. If Customer has chosen a Variable Rate Plan with an Introductory Period, Customer introductory electric generation supply rate is set forth in Customer's Enrollment Form or Welcome Letter (the "Introductory Rate"). At the end of the Introductory Period, Customer's rate will be a Variable Rate as described above.

Electronic Notices - If Customer 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, welcome 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 Customer to NAP and not mailed in paper form to the Customer's address on file ("regular mail"). It is the Customer's continuing obligation to ensure that the e-mail address on file with NAP is kept up to date. Should the Customer require that a paper copy of any of these items be sent to them by regular mail, one will be so provided by NAP upon Customer's request. Should the Customer opt to receive all of these items by regular mail, the Customer 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 Service under this Agreement. If Customer currently pays 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-bypass able charges of the Utility that are approved by the Public Utilities Commission of Ohio (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 Certified Retail Electric Supplier until arrearages are paid. In addition, we may require reasonable credit assurance as provided in Section 8 of this Agreement. We may cancel this Agreement upon fourteen (14) calendar days written notice for non-payment or failure to meet ay agreed upon payment arrangements, and automatically return you to the Utility's standard offer service. NAP reserves the right to issue an invoice to Customer directly. Such a direct invoice would include NAP's Supply Service price and may also contain applicable taxes. If NAP bills Customer and if Customer does not pay Customer's bill on time, NAP may charge Customer a late payment fee, not in excess of the rate charged by the Utility, and collection costs incurred due to Customer's late payment or non-payment. All returned checks will be subject to the maximum fee allowed by law. If Customer fails to pay Customer's bill or meet any agreed upon payment arrangements, Utility may terminate Customer's Supply Service in accordance with any applicable Utility's tariffs, and Customer's Agreement with NAP may be automatically terminated, leading to an early termination fee (if applicable). Utility may charge Customer switching fees if Customer changes Customer's CRES during the term of this agreement. Until the cancellation or termination of this agreement becomes effective, Customer agrees to pay for any electricity NAP supplied to Customer. Upon Customer's request, NAP will timely provide Customer's payment history for up to twenty-four months of electric supply service to Customer without charge

Contract Renewal; Notification of Change; - At the expiration of the Initial Term, this Agreement will continue month-to-month at the then current market based competitive variable price until cancelled by either party on more than 15 days written notice. If customer does not renew or modify this agreement prior to the end of the fixed rate term, this contract will continue on a month-to-month variable rate without Customer's affirmative consent even when there is a change in the rate or other non-material terms and conditions. If NAP materially changes its terms and conditions other than variable market-based 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 - Customer has the right to cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Customer may cancel by contacting the Customer's Local Utility at one of the contact options listed on Customer's Local Utility's Confirmation Notice. Cancellation can be effectuated by providing notice to the Local Utility either orally, electronically and in writing as outlined in the Confirmation Notice.

Contract Termination - Customer may terminate this Agreement after the recession period (7 calendar days), by contacting NAP at its contact information listed in the Contact Us section of this Agreement. There is no early termination fee charged under a Variable Rate Plan. **If the Customer enrolled in a Fixed Rate Plan and terminates this contract prior to the expiration date of the Initial Term, or subsequent Renewal Term of this Agreement, the Customer will be charged an early termination fee of ten dollars ($10.00) per month for each month remaining on the Agreement**. This Agreement will automatically terminate without penalty if Customer moves and the requested service location is not served by the Utility, or if I move to an area not served by NAP and/or a different prices is charged. Otherwise, I can contact the Utility at least thirty (30) days prior to moving and request a service transfer within the Utility service area. This Agreement will also automatically terminate without penalty if NAP takes action to return me to the Utility's sales service in accordance with this Agreement. If the PUCO, the Utility, or the Independent System Operator ("ISO") 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 contract on fourteen (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, transmission provider, or any federal, state or local governmental authorities which materially changes the amounts charged by such entities to us or charged by such entities to our wholesale supplier and charged to us, or which materially changes the manner in which we provide Service to you, we may, in our sole discretion, elect to adjust the price for Service under this Agreement to account for any such cost increases or other changes.

Environmental Disclosure - Our environmental disclosure information is provided with this Agreement and is shown at our website. The specific web address is: http://fn01.napower.com/files/4dbb0ff499403_DisclosureStatement.pdf.

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 20 Glover Avenue, Norwalk, CT 06850
- By telephone toll-free at 1-888-313-9086
- Internet: www.napower.com
- Our business hours are 9:00 AM to 5:00 PM 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 the PUCO for assistance toll-free at 1-800-686-7826, from 8 AM to 5 PM, weekdays, or at www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents residential utility Customers in matters before the 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.

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 governmental aggregation, or as otherwise required by law.

Successors and Assigns – We may assign this Agreement to an affiliate or third party, in whole or in part, and will provide you with forty-five (45) days written notice of any assignment.

Miscellaneous - You have the right to request your 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. 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.

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, NORTH AMERICAN POWER PROVIDES AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND NAP SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.