

Residential and Small Commercial General Terms and Conditions

1. AGREEMENT TO SELL AND PURCHASE ENERGY: This is an Agreement between ResCom Energy, LLC doing business as NextVolt Energy (“NextVolt Energy” or “Seller”), an energy supplier certified by the Public Utilities Commission of Ohio and the undersigned customer (“Buyer” or “Customer” or “you”) under which Customer shall initiate electricity supply (collectively, “Energy” or “Commodity Service”) service and begin enrollment with NextVolt Energy (the “Contract” and/or “Agreement”), which includes the these Terms and Conditions, Telephonic Enrollment, Third Party Verification, execution of the Sales Agreement and/or Web Enrollment, or required door-to-door contract and acknowledgment forms. You agree to purchase electric service from NextVolt Energy for the Account Number(s) and Service Address(es) identified by you during the Telephone Enrollment Third Party Verification, the execution of the Sales Agreement, and/or the Web Enrollment (which serves as an electronic signature all of which will be followed by written confirmation by U.S. Mail or electronic mail). Subject to the Agreement, NextVolt Energy agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the electric supply, as estimated by NextVolt Energy, necessary to meet Customer’s requirements based upon consumption data obtained by NextVolt Energy or the delivery schedule of your electric distribution utility and/or your local distribution company (“Utility”). Customer agrees to purchase all its Energy from NextVolt Energy on a firm basis. The amount of electric delivered supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by NextVolt Energy or the Utility delivery schedule. The Utility will continue to deliver the electric supplied by NextVolt Energy. Switching fees may apply to a customer under the incumbent electric company’s tariff.

2. PRICE; BILLING: Customer usage for energy delivered under this Agreement, will be measured by the Utility. Customer will receive a single invoice for both commodity service and delivery costs from the Utility and payment is due by date provided on Customer’s Utility invoice. NextVolt Energy does not charge late payment fees. If the Customer fails to pay its Utility invoice or fails to meet any agreed-upon payment arrangement, the Customer’s service may be terminated in accordance with the Utility’s tariff’s. NextVolt Energy does not offer budget billing services. Customer has the right to request from NextVolt Energy up to twenty-four (24) months of Customer’s payment history for serviced rendered by NextVolt Energy without charge up to twice per twelve month period.

- **Price –Fixed Rate:** For fixed rate service, the price will remain the same for the duration of the Initial Term of the Agreement, and will be inclusive of sales and use tax, subject to the terms and conditions of this Agreement. The fixed rate shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs, related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by NextVolt Energy’s discretion, plus all applicable taxes, fees, charges or other assessments and NextVolt Energy’s costs, expenses and margins. This Agreement does not include Utility charges.
- **Price – Variable Rate:** For variable monthly rate service, the price shall reflect each month the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), including electricity market pricing, plus all applicable taxes, fees, charges and NextVolt Energy’s costs, expenses and margins; This Agreement does not include Utility charges.

3. TERM: This Agreement shall commence as of the next available meter reading after processing of the enrollment by the Utility and NextVolt Energy and shall continue for the term set forth in the Agreement (the “Initial Term”). See also Section 6 below.

4. CONTRACT AMENDMENT: In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in NextVolt Energy incurring additional costs and expenses in providing the services

contemplated herein, these additional costs and expenses may, with your affirmative consent, be assessed in your monthly bills for service as additional pass-through charges, to the extent permitted by applicable rules.

5. RESCISSION AND TERMINATION BY CUSTOMER: Electric Customers will receive a confirmation notice of its choice of supplier and electric Customer's will have seven (7) calendar days from the confirmation notice postmark to rescind the enrollment with Customer's Utility. You may contact your Utility at the contact information contained in Section 22 below. This Agreement shall not be legally binding upon the Customer until the seven (7) calendar day confirmation period has expired, and the Customer has not, directly or indirectly, rescinded his or her Agreement. After the expiration of the rescission period, there is no early termination fee for cancelling fixed rate and variable price products. Customer's Utility will send a confirmation notice of the transfer of service.

6. RENEWAL: When receiving electric supply service on a month-to-month basis, the Customer may provide written notice of termination or call NextVolt Energy at: 1-877-473-7266 or call their Utility to be returned to the Utility for further service. For fixed term products, residential and small business Customers will be notified of the pending Agreement expiration between forty-five (45) and ninety (90) calendar days before the Agreement expires. Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis on a variable rate without Customer's affirmative consent even when there is a change in the rate or other terms and conditions.

7. TERMINATION BY NEXTVOLT ENERGY: NextVolt Energy reserves the right to terminate this Agreement at the end of any term for any reason upon thirty (30) days written notice to Customer at the Service Address you provided. In addition to any other remedies it may have, NextVolt Energy may terminate this Agreement if Customer fails to pay each invoice in full within twenty (20) days of the invoice date, upon fourteen (14) days written notice to Customer. This Agreement shall automatically terminate without penalty if the requested service location is not served by the Utility, Residential and small commercial customers moves outside the Utility service area or to an area not served by NextVolt Energy, disability that renders the Customer of record unable to pay for NextVolt Energy's service and/or the Customer of record's death.

8. EFFECT OF TERMINATION: If NextVolt Energy terminates this Agreement early, Customer will be returned to the Utility unless Customer selects a different third-party supplier. The effective termination date will be on the next applicable meter read date. If Customer voluntarily returns to the Utility after choosing a retail energy supplier or opt-in governmental aggregator, the Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. Customer may terminate the Agreement without penalty in one of the following circumstances: (1) the Customer moves outside the CRES provider's service area or into an area where the CRES provider charges a different price or (2) if the contract allows the CRES provider to terminate the contract for any reason other than the customer's failure to pay or the occurrence of a force majeure event, including but not limited to, a change in any governing law or regulation that physically prevents or legally prohibits the CRES provider from performing under the terms of the contract.

9. CANCELLATION: Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to two (2) billing cycles for Customer to return to the Utility for commodity supply service, and Customer is liable for all NextVolt Energy charges until Customer's switch to the Utility or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the Utility or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided.

10. ENVIRONMENTAL CHARACTERISTICS & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by NextVolt Energy is available at www.nextvoltenergy.com

11. AGENCY: Customer hereby designates NextVolt Energy as agent to; (a) arrange and administer contracts and service agreements between Customer and NextVolt Energy and those entities including the PJM Regional Transmission Operator (“PJM”) engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the Utility for the delivery of electricity to the Sales Point and the Customer’s end-use premises. NextVolt Energy, as agent for the Customer, will schedule the delivery of adequate supplies of electricity that meet the Customer’s requirements as established by the Utility and in response to information provided by the Utility. The Sales Points for the electricity will be a point at the PJM NextVolt Energy load bus (located outside of the municipality where Customer resides). These services are provided on an arm’s length basis and market-based compensation is included in the price noted above.

12. DELIVERY POINT, TITLE AND TAXES: Customer and NextVolt Energy agree that title to, control of, and risk of loss to the electricity supplied by NextVolt Energy under this Agreement will transfer from NextVolt Energy to Customer at the Sales Point(s).

13. WARRANTY: This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and NextVolt Energy. NextVolt Energy makes no representations or warranties other than those expressly set forth in this Agreement, and NextVolt Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

14. FORCE MAJEURE: In the event that either party is rendered unable, wholly or in part, to perform that party’s obligations under this Agreement due to events not reasonably anticipated or within either party’s control, such as, but not limited to, acts of God, curtailment by Customer’s Utility or NextVolt Energy’s transportation capacity, or Customer’s Utility appropriation of electric etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electric under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event. If a due to a change in market conditions, NextVolt Energy wishes to lower the price charged to customer under an existing contract, it may do so without consent provided there are no other charges to the terms and conditions of the Agreement.

15. LIABILITY: The sole remedy in any claim or suit by Customer against NextVolt Energy will be direct, actual damages limited to the amount of Customer’s single largest monthly invoice amount in the immediately preceding 12 months. Customer waives all other remedies at law or in equity. IN NO EVENT WILL EITHER NEXTVOLT ENERGY OR CUSTOMER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL 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.

16. MEASUREMENT: Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of Energy to be those values reported by the Utility.

17. DISPUTE RESOLUTION: In the event of a billing dispute or a disagreement involving NextVolt Energy’s service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact NextVolt Energy by telephone or in writing as provided in Section 21 below. If your complaint is not resolved after you have called NextVolt Energy, or for general Utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://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 eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

18. ASSIGNMENT: Customer may not assign its interests in and obligations under this Agreement without the

express written consent of NextVolt Energy. NextVolt Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the Public Utility Commission of Ohio.

19. TELEPHONE COMMUNICATION: By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from NextVolt Energy, its affiliates and/or assigns, at the telephone number(s) you provide to NextVolt Energy, its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

20. INFORMATION RELEASE AUTHORIZATION: Customer authorizes NextVolt Energy to obtain and review information regarding the Customer's credit history from credit reporting agencies, and the following information from the Utility: consumption history, billing determinant, credit information, public assistance status, and data applicable to cold weather periods under PSL 32 (3); and information pertaining to PSL 33, tax status and eligibility for economic development or other incentives. This information may be used by NextVolt Energy to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to NextVolt Energy or calling NextVolt Energy at 1-877-473-7266. NextVolt Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization. Customer's social security number, account number(s), or any customer information will not be released without the customer's expires written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Administrative Code. NextVolt Energy is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except for NextVolt Energy's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRES provider.

21. CONTACT INFORMATION: Customer may contact NextVolt Energy Service Contact Center 1-877-473-7266, Monday through Friday 9:00 a.m. - 7:00 p.m. Central (contact center hours subject to change) or write to NextVolt Energy at: 111 Congress Avenue, Suite 500, Austin, TX 78701 or by email at customerservice@NextVoltEnergy.com. You may visit us online at www.nextvoltenergy.com. Customer service number for the utility is provided below:

Duke Energy 1-800-634-4300

22. EMERGENCY SERVICE: In the event of an electric power outage or other emergency, please use the following toll-free number to directly contact your Utility:

Duke Energy 1-800-634-4300

23. CHOICE OF LAWS: Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Ohio. 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.

24. PARTIES BOUND: This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

25. INTENTIONALLY LEFT BLANK

26. FORWARD CONTRACT: Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of

Commodities; (c) Seller is not a “Utility” as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.