



## NRG HOME TERMS OF SERVICE FOR RESIDENTIAL ELECTRICITY AND SMALL COMMERCIAL ELECTRICITY SUPPLY

We appreciate your business. This document is a contract between us, NRG Home, and you that allows us to switch your electricity account(s) to our service or to continue service. It describes the nature of our service with you and provides important information for you to be aware of. We will supply your electricity under this contract, but your utility will continue to be responsible for delivering your electricity sending you a bill for both of our services.

Summary of Important Information	
<b>Length of Your Commitment</b>	<b>12 months for your initial term. Our service will continue until either of us cancels the contract.</b>
<b>Price for Your Electricity</b>	<b>You'll receive a fixed electric supply price of \$0.12100 per kWh for your first 12 bills.</b>
<b>Applicable Fees</b>	<b>None.</b>
<b>Your Right to Rescind</b>	<b>New customers have 7 calendar days to rescind this contract from the postmark date of the confirmation notice from your utility. Existing customers have 3 business days to rescind this contract.</b>
<b>Your Right to Cancel</b>	<b>Once service has started, you may cancel by contacting us. It may take one or two billing cycles before the cancellation is finalized, depending on your utility's timeframes.</b>
<b>Renewal</b>	<b>We will send written notification prior to the expiration of your 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. Renewal to Fixed: Any fixed renewal term will not exceed your initial term length. Renewal to Variable: If your service continues on a month-to-month variable price plan, we will determine the variable supply price according to the factors listed below. Our service will continue on a month to month basis without your or our affirmative consent and despite any monthly changes in prices or terms and conditions until either of us cancels the contract.</b>

### A. Important Information

**Length of Your Commitment:** *12 months for your initial term.* New Customers: We will begin providing service to you at the point of Enrollment Acceptance, which is after your utility processes our request to switch your service. The switch will not occur before the expiration of your "Right to Rescind" period. Typically, we send our request to switch your service to the utility within three (3) business days following your application with us; however, we may hold our request for the purpose of resolving questions related to enrollment data or as needed for us to complete set up with processing vendors or your utility. Existing Customers: You will be served under this contract within 10 days from the date you made your selection. We may contact you for the purpose of resolving questions related to enrollment data or as needed for us to complete set up with processing vendors or your utility, or if you request a future start date.

**Price:** The fixed electric supply price you will receive during your first 12 billing cycles with us will be \$0.12100 per kWh.

**We will send written notification prior to the expiration of your 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 notice. 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 in 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 supply rate. No matter what, we will not increase your variable price in any given month by more than 30% from the prior month's supply price. 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.

For your reference, our electricity supply prices include generation charges, but they do not include any utility distribution charges or other utility fee or charge for which you will also be billed. If you enrolled in a plan with a percentage of green power, your price includes the cost for us to purchase Renewable Energy Certificates. Environmental disclosure information is provided at our website and is incorporated by reference into this contract. The specific web address is: [www.picknrg.com/en/us/legal/State\\_information](http://www.picknrg.com/en/us/legal/State_information). We will make our required annual projection and quarterly comparisons of actual to projected data electronically on our website and we will also provide the information via mail upon request.

**Applicable Fees:** *None.* If you are currently in a contract with another electricity supplier, the request to switch you to our service will automatically cancel your service with the other electricity supplier. You are responsible for any penalties the other electricity supplier may charge.

**Right to Rescind:** You have the right to cancel your request to initiate or continue service with us under this agreement without penalty ("Right to Rescind"). For new customers, you will receive a confirmation notice from your utility company, and you will have until the seventh calendar day after the postmark date of the confirmation notice from the utility to rescind this contract by contacting the utility in writing or by telephone at the information provided in the utility notice. The utility will provide you with a cancellation number. For current customers, you will receive a Welcome Confirmation from us, including this contract, and you will have until midnight of the third business day after receipt of the Welcome Confirmation to rescind this contract by contacting us at the telephone number or email address listed below. This contract is not binding until

**your “Right to Rescind” period has ended with no action on your part to rescind the contract.**

**Your Right to Cancel:** There is no fee to cancel this contract. We will request that the utility cancel your service with us, but the utility controls the effective date of your cancellation. The account(s) you cancel with us will be returned to your utility unless you enrolled for service with another electric supplier for energy supply services. It may take up to two (2) billing cycles for your account(s) to be returned to your utility or switched to another supplier. Switching fees may apply under your utility’s tariff, but we will not separately charge a switching fee. If you voluntarily return to your utility supply service, you may not be served under the same rates or terms and conditions that apply to other customers served by your utility. If you do cancel this contract, you may forfeit some of the rewards that we describe in your Welcome Confirmation, and you will be responsible for unpaid balances as of the cancellation date.

If you are moving, please contact us as well as your utility to ensure a smooth transition of your service. You have the right to cancel this contract without penalty if you relocate outside your current utility’s service territory or if you relocate within your current utility’s service territory, but your current utility does not allow portability of the contract. This contract will be automatically cancelled, without penalty, if the requested service location is not served by the utility, if you move outside the utility service area or to an area not serviced by us; or if we return you to your utility, subject to the provisions described in this contract.

**Our Right to Cancel:** We have the right to cancel this contract for any reason as long as we give you thirty days’ written notice. We have the right to cancel the contract on at least fourteen days written notice if you fail to pay the utility bill or fail to meet any agreed-upon payment arrangements. Your utility will control the effective date of our cancellation request, but this is usually the next date that your meter is read. If your utility terminates your service, this contract will be automatically cancelled.

**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.

**Electronic Communication:** If you provide us with your Email address, you are consenting to this contract and other forms of communication being provided to you in electronic form and you must provide us with any update to your valid Email address should it change. You are required to notify us of any change in Email address and/or any withdrawal of consent for the electronic transmission of contracts or other customer information. If you enroll electronically, please note that our website and application is best viewed in Internet Explorer 9.0 or higher.

**Billing, Late Fees, Disconnection:** You may receive one bill (“Utility Consolidated Billing”) from your local utility which includes our generation supply charges as well as the utility’s delivery charges. Alternatively, you may receive two (2) separate bills (“Supplier Billing” or “Dual Billing”), one bill from us for your supply charges, and one bill from the utility for the delivery and distribution charges, and, if applicable, a Minimum Usage Fee, and any other charges incurred in accordance with this Agreement. In both cases, our fees will be reflected separately as itemized charges on your invoice. Your bill is subject to adjustment for any missed billing or computation errors, such as meter misreads. Your payment will be due by the date specified on the invoice.

You agree to review your bills in a timely manner, and if there are any inaccuracies with the portion of the bill for our services, you agree to notify us within ninety days after the date of the bill. If we do not hear from you, you are agreeing that the billed amounts are correct and you are waiving any right to dispute the billed amounts to the extent permitted by law.

Under any billing scenario, we or your utility may offer alternative payment arrangements but eligibility requirements vary and so alternatives are not guaranteed to be available.

If you fail to pay your bill, or fail to meet any agreed-upon payment arrangement, we may cancel this Agreement upon fourteen (14) calendar days’ advance written notice. Such disconnection and/or cancellation will not relieve you of your payment obligations to us, including any applicable early cancellation fee, or your payment obligations to the local utility for service to the date of such disconnection and/or cancellation. If your service with us is terminated for non-payment, you must pay your balance owed, plus any collection fees including all legal fees and costs, which may be in addition to any fees and costs imposed by the utility. If applicable, we

reserve the right to offset the balance owed from your security deposit or any credit balance(s) reflected on your account.

**Consent for Servicing and Collections Contact:** You agree that we, and any billing or collections agencies acting on our behalf, may try to contact you in writing, by email, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as permitted by law. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree that you will, within a reasonable time, notify us of any change in your name, address, or telephone number.

**Authorization to Verify Identity:** We may request additional information and documentation from you at any time to verify your identity. This may include but is not limited to a driver's license, state identification card, or passport. You authorize us to use a database and/or share your information with a third-party service provider for identity verification and fraud prevention purposes. Failure to provide such information may result in a denial of an application for services or immediate cancellation of this Agreement, as applicable.

**Taxes:** Applicable tax charges are included on the one bill you will receive from your utility. If you are exempt from any taxes, you are responsible for requesting an exemption by filing all required documentation as filed with the Ohio Department of Taxation with us and/or your utility.

**Contract Details:** Our full, legal name is Reliant Energy Northeast LLC d/b/a NRG Home, but we have used "NRG Home", "we", "us", or "our" to refer to ourselves for the purposes of this contract. We use "you" or "your" to refer to you, the customer.

This contract is for the sale and purchase of all of your electricity for the residential account(s) listed in your Welcome Confirmation (letter or email). By entering into this contract, you are authorizing us to take the steps necessary to switch your electricity supply service to us (or continue as your supplier), and you agree to appoint us as your agent to acquire the necessary information to meet your electricity needs as required by your "utility", which we use to refer to your local distribution company. Your utility is responsible for the delivery of electricity to you and we are not. This contract and the Welcome Confirmation (letter or email) you received create your entire contract with us and replace any prior oral or written statements or representations.

**Contract Changes:** If we propose a material change to the terms of this contract, we will notify you in advance and explain your options going forward. We will not change or alter the waiver of jury trial provision under any circumstances, and any changes to this contract must be made in writing.

**Customer Complaints and The Parties' Dispute Resolution Options:** If you have questions about our prices or our service, you should call us at the contact information listed below. If you are not satisfied with the response from our Customer Care representative, you may ask that your questions be referred to one of our supervisors, who will respond promptly. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, 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>

NRG Home may not limit your right or ability to bring your complaint to PUCO for consideration and resolution. HOWEVER, BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, OTHER THAN IN SMALL CLAIMS COURT, AND THE RIGHT TO A JURY TRIAL. TO THE FULLEST EXTENT PERMITTED UNDER OHIO LAW, THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, SHALL BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS CONTRACT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING.

IN ADDITION TO YOUR RIGHT TO COMPLAIN TO PUCO, THE PARTIES AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDIES FOR THE RESOLUTION OF ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, RELATING TO, OR CONNECTED TO THIS CONTRACT ARE: (I) ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA COMMERCIAL RULES AND THE CONSUMER-RELATED DISPUTES SUPPLEMENTARY PROCEDURES, OR, (II) THE SMALL CLAIMS DIVISION OF THE MUNICIPAL AND COUNTY COURTS OF OHIO ("SMALL CLAIMS COURT"), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF ITS JURISDICTION.

**IN ADDITION TO NRG HOME'S RIGHTS AGAINST YOU BEFORE PUCO, THE PARTIES AGREE THAT NRG HOME'S EXCLUSIVE REMEDIES FOR THE RESOLUTION OF ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, RELATING TO, OR CONNECTED TO THIS CONTRACT ARE: (I) ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA COMMERCIAL RULES AND THE CONSUMER-RELATED DISPUTES SUPPLEMENTARY PROCEDURES IF YOU CONSENT IN WRITING TO ARBITRATION, OR, (II) THE SMALL CLAIMS DIVISION OF THE MUNICIPAL AND COUNTY COURTS OF OHIO ("SMALL CLAIMS COURT"), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF ITS JURISDICTION.**

**PLEASE NOTE:** THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED and the arbitrator's decision is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

#### **CONTACT INFORMATION:**

**NRG HOME:**  
**We are certified by the Public Utilities Commission of Ohio (PUCO) and our electric certification number is 11- 401E(1).**

Internet address: [www.picknrg.com](http://www.picknrg.com)

Mailing address: P.O. Box 38781, Philadelphia, PA 19104

Email address: [support@picknrg.com](mailto:support@picknrg.com)

Telephone number: 1-855-500-8703  
Monday - Friday, 8:00 a.m. to 8:00 p.m. ET.  
Saturday, 9:00 a.m. to 1:00 p.m. ET.

#### **YOUR UTILITY:**

**If you experience a power outage or other emergency, a problem with your electricity meter or any other service need, please contact your local utility at the emergency number below.**

AEP Ohio  
Telephone number: 1-800-672-2231

AES Ohio  
Telephone number: 800-433-8500

Duke Energy Ohio  
Telephone number: 1-800-543-5599

Ohio Edison  
Telephone number: 1-800-633-4766

The Illuminating Company  
Telephone number: 1-800-589-3101

Toledo Edison  
Telephone number: 1-800-447-3333

Centerpoint Energy  
Telephone Number: 1-800-227-1376

#### **PUBLIC UTILITIES COMMISSION OF OHIO:**

Internet address: <http://www.puco.ohio.gov>  
Mailing address: 180 East Broad Street, Columbus, OH 43215  
Telephone number: 1-800-686-7826 (8 a.m. – 5 p.m., weekdays)  
Fax: 614-752-8351

The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO.  
OCC CONTACT INFORMATION:  
Internet address: <http://www.pickocc.org>  
Telephone number: 877-742-5622 (8 a.m. – 5 p.m., weekdays)

### **B. Other Important Information**

**Assignment:** We may sell, transfer, pledge or assign the accounts, revenues or proceeds associated with this contract in connection with any financial contract, and we may assign the rights and obligations under this contract to another energy supplier consistent with applicable law. You may not assign this contract.

**No Reliance:** You acknowledge that (1) you are not relying on any advice, statements, recommendations or representations of ours other than the written representations in this contract; (2) that you consulted with your own advisors to the extent you deemed necessary; and (3) that you understand the risks of entering into this contract, including the risk that our prices may be higher than your utility's rates. You acknowledge that you are capable and willing to assume those risks (whether financial, economic or otherwise) and that you have made your own decision to enter into this contract.

**Force Majeure:** We will use commercially reasonable efforts to provide electricity supply to you pursuant to this contract, but we do not guarantee a continuous supply of electricity. Certain Force Majeure events outside of our control may cause interruptions in service. If a Force Majeure event prevents us from performing any of our obligations in any way, our performance shall be excused for the duration of such event, and we will not be liable for damages associated with any delay or failure to perform as a result. "Force Majeure" includes, without limitation, acts outside of our control, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, terrorist acts, natural disasters, explosions, fires, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units, transmission, storage, or distribution facilities, nonperformance by your local utility, or any change in law or any other action by a governmental authority that materially impairs our ability to perform our obligations under this contract. We will give you reasonably prompt notice of any Force Majeure occurrence.

**Severability:** Each provision of this contract is made subject to the maximum extent permitted by law. If any are held to be unenforceable or invalid by any arbitrator or court of competent jurisdiction, we will negotiate an equitable adjustment to or an

amendment of the affected provisions with you with a view toward effecting the purpose of this contract. In this case, the validity and enforceability of the remaining provisions shall not be affected.

**LIMITATIONS ON WARRANTY AND DAMAGES:** THE ELECTRICITY PROVIDED UNDER THIS CONTRACT WILL MEET THE QUALITY STANDARDS OF YOUR UTILITY. YOU UNDERSTAND AND AGREE THAT THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ASSOCIATED WITH THE SERVICE PROVIDED BY US. WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING FROM SUCH INTERRUPTIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. WE WILL BEAR NO LIABILITY TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OR LOST PROFITS. THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE HARM OR LOSS, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

#### **Products with Renewable or Other Sustainable**

**Attributes:** Renewable Electricity: If you selected a product with a percentage of renewable energy content, we ensure that electricity equal to the percentage stated in your Welcome Confirmation is produced by renewable energy generation facilities located in the United States, unless the location is otherwise specified. Note: Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address, but we ensure that the applicable percentage of your electricity usage is matched by the generation of energy from renewable resources on an annual basis. We do this by purchasing and retiring renewable energy certificates representing the environmental attributes associated with the applicable amount of renewable

energy generation from the area specified for your product. Your purchase helps support the development and operation of renewable resources in the areas specified by your product. We may take up to six months following the close of a calendar year to make up any deficiency in the renewable resource content for your product.

**Carbon Offsets:** If you selected an electricity or natural gas supply plan paired with carbon offset purchases, the origin, physical content, and emissions characteristics of the energy delivered to your home will not change. However, we ensure that you are offsetting the estimated carbon dioxide (CO<sub>2</sub>) emissions associated with the stated percentage of your energy usage by purchasing carbon offsets under one or more third-party carbon offset standards. Under these standards, an offset credit is generated for each ton of carbon dioxide equivalent that is reduced or removed as part of a verified greenhouse gas reduction project. Offsetting one ton of carbon with a carbon credit means there will be one less ton of carbon dioxide in the global atmosphere than there would have been. Our carbon offset gas products are not intended to address any other environmental impact of electricity or natural gas usage, including emissions related to the extraction, generation, transmission, storage, or delivery of energy.

**Regulatory Changes:** This contract is subject to present and future legislation, orders, rules, regulations or decisions of a

#### **NRG Home Rewards Program Terms**

**Eligibility:** Your rewards are offered by Reliant Energy Northeast LLC, d/b/a NRG Home and NRG Retail Solutions ("NRG Home"). Rewards are subject to the following terms and conditions. For purposes of receiving rewards, active accounts are defined as those (i) that are billing more than \$0 and (ii) for which we have not received a request to discontinue (drop) service or change programs and (iii) for MA customers, for which NRG Home has received at least one full payment. NRG Home may at its discretion send a combined reward payment if you have more than one account enrolled. Rewards are also subject to the Terms of Service between NRG Home and you, including, but not limited to, all terms related to dispute resolution. NRG Home reserves the right to disqualify any account holder from participation in reward programs.

**Rebate Information:** Any tax liability relating to a rebate is your sole responsibility. NRG Home is not responsible for resolving any conflicting claims to rebates. Rebates may not be applied as credits or offsets to reduce the amount owed on your account. Rebates shall have no cash value until the rebates are issued. You have no property rights or other legal interest in rebates until rebates are received. You may not assign, transfer or pledge rebates. The terms and conditions of rebates may be modified or rebates may be discontinued at any time at NRG Home's sole discretion. If NRG Home discontinues the rebate programs, you will be eligible for a pro-rated rebate, based on the portion of your Program or Rebate Period that has been completed. However, if rebates are found to be in violation of any applicable law, then NRG Home will not have any obligation to provide any rebates to you.

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duly constituted governmental authority or independent system operator having jurisdiction over this contract or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this contract including, but not limited to price, we shall have the right to modify this contract to reflect such Regulatory Change (including by adjusting the price to reflect any increase in our costs as result of such Regulatory Change) by providing 30 days' written notice of such modification to you.

**Other Provisions:** This contract can change based on any future legislation, orders, rules, regulations or your local utility tariff or policy changes. This contract is made and shall be construed in accordance with the laws of the State of Ohio. There are no third party beneficiaries to this contract. This contract is binding upon us and you, as well as any successors or legal assigns. Failure to exercise any right we have under this contract should not be considered as a waiver of the right to exercise any such right at a later date. The headings and Summary of Important Information chart in this contract are for reference only and do not affect the interpretation of this contract.

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