TERMS OF SERVICE FOR NATURAL GAS SUPPLY

We appreciate your business. This document is a contract between us, Green Mountain Energy Company, and you that allows us to switch your natural gas account(s) to our service. It describes the nature of our service with you and provides important information. This contract may be referred to as the “Terms of Service” or “Disclosure Statement.”

Summary of Important Contract Information	
Natural Gas Supplier Information	**We are Green Mountain Energy Company, and under this contract, we will supply your natural gas and charge you for that service. Your utility will continue to be responsible for delivering your gas and sending you a bill for both of our service. Our contact information is as follows:** **Internet address: www.greenmountainenergy.com** **Historical Pricing: www.greenmountainenergy.com/en/customer-service-center/energy-questions-faq/pennsylvania-faqs** **Mailing address: P.O. Box 7476, Philadelphia, PA 19101** **Email address: PACustomerCare@greenmountain.com** **Telephone number: 1-800-286-5856**
Natural Gas Price Structure	**Variable, month-to-month. We will determine the variable supply price at our discretion based on many different factors, which may include competitive prices, industry charges we are responsible for, applicable state and local taxes, profit margins, or other business conditions, and you’ll see it listed on your monthly bill. Your variable supply price may change monthly, but 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.**
Natural Gas Supply Price	**You’ll receive an introductory natural gas supply price of $0.77000 per ccf for your first 3 full billing cycle(s) and your price will be variable after that. Your first month's variable price will be $0.77000 per ccf. You may contact us at the telephone number or internet address listed above to obtain historical price information.**
Statement Regarding Savings	**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.**
Deposit Requirments	**None.**
Incentives	**Rewards Program. Your plan may include rewards such as enrollment incentives and loyalty incentives. If you cancel this contract before you have earned the rewards according to the "Other Information About Your Green Mountain Offer" terms, you may forfeit some of all of the rewards. Please refer to the Other Information terms contained in your Welcome Confirmation for full details.**
Contract Start Date	**Service will begin within 1-2 billing cycles from the date you agreed to this contract.**
Contract Duration/ Length	**Month-to-month.**
End of Contract	**This contract automatically renews at the end of each monthly billing cycle for another month of service with us, and will continue until either of us cancels the contract.**
Cancellation/Early Termination Fees	**None.**
Your Right to Rescind	**You have 3 business days to rescind this contract.**
Your Right to Cancel	**Once service has started, you may cancel by contacting us. It may take 1 or 2 billing cycles before the cancellation is finalized, depending on your utility's timeframe for processing our cancellation request.**

Summary of Important Contract Information	
Dispute Resolution	**Call us at the number listed above to address any concerns with our service. You may also contact the PA. Public Utility Commission at the number below. Please note: This contract does not permit class actions or a jury trial. See "Arbitration and Waiver of Jury Trial" below for more details.**

A. Important Information

Length of Your Commitment: *Month-to-month.* Service will begin within 1-2 billing cycles from the date you agreed to this contract. You will not be switched to our service before the expiration of your "Right to Rescind" period. Our service will continue until either of us cancels the contract.

Basic Service Price and Limits on Price Variability for Your Natural Gas: Your introductory natural gas supply will be $0.77000 per ccf for your first 3 full billing cycles and your price will be variable after that. Your first month's variable price will be $0.77000 per ccf. We will determine the ongoing variable supply price at our discretion based on many different factors, which may include competitive prices, industry charges we are responsible for, applicable state and local taxes, profict margins, or other business conditions. For your reference our natural gas supply include natural gas supply and transportation charges and estimated total states taxes, but they do not include any state sales tax, county tax, utility distribution charges or other utility fee or charge. Your variable supply price may change monthly, but, 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. 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. You may contact us at the telephone number or internet address listed above to obtain the past 24 months of historical price information.

Billing: Your local utility is responsible for sending you a bill that includes the charges for our service and charges for the utility's service. You also 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 timely notify us consistent with applicable statute of limitations time periods. Failure to do so will create a presumption that the billed amounts are correct. Under this contract, you agree to pay your utility directly for our service. Any amounts unpaid to your utility are subject to late payment charges assessed by your utility. Your utility has the right to disconnect service for any unpaid charges, including our charges.

Right to Rescind: You have the "Right to Rescind" this contract for three business days, which means you can cancel your request to switch your electricity service and never start service with us. You will receive a Welcome Confirmation from us, which will include 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.

Contract Renewal and Expiration Provisions or Change in Terms: This contract automatically renews at the end of each month and will continue to renew on a month to month basis until either of us cancels the contract. You may cancel without a cancellation fee.

For Your Natural Gas: If you have a fixed term agreement with us that is longer than 3 months and it is approaching the expiration date or whenever we propose to change our terms of service in any type of agreement, we will send you advance written notices at about 60-75 days and 45 days before the effective date of the change. We will explain your options to you in these two advance notifications.

Special Terms and Conditions: Rewards Program. Please refer to your Welcome Confirmation for the terms regarding your rewards program. If you cancel this contract before you have earned the rewards according to the "Other Information About Your Green Mountain Offer" terms described in your Welcome Confirmation, you may forfeit some or all of the rewards.

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

Your Right to Cancel: You may cancel this contract without having to pay a cancellation fee by calling us at our contact information listed below. We will request that the utility cancel your service with us, but the utility controls the effective date of your cancellation.

It may take 1 or 2 billing cycles before the cancellation is finalized, depending on your utility's timeframe for processing our cancellation request.

If you do cancel this contract before you have earned any rewards described in your Welcome Confirmation, you may forfeit some or all of those rewards, and you will be responsible for unpaid balances as of the cancellation date.

Our Right to Cancel and Cancellation Provisions: We have the right to cancel this contract for any reason as long as we give you thirty days' written notice, but if we are canceling the contract due to your conduct or your breach of this contract, you will have an opportunity to fix this condition within the thirty days. Your utility will control the effective date of our cancellation request. If your utility terminates your service, this contract will be automatically cancelled. It may take 1 or 2 billing cycles before the cancellation is finalized, depending on your utility's timeframe for processing our cancellation request. If your utility terminates your natural gas 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.

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.

Taxes: 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 with us and/or your utility.

Background: We are licensed by the Pennsylvania Public Utility Commission (PUC) to offer and supply natural gas and related services in Pennsylvania. Our natural gas license number is A-2017-2583732. Commodity prices and charges are set by the natural gas supplier you have chosen. The Public Utility Commission regulates distribution prices and services.

Definitions:
Commodity charge or natural gas supply charge - Basic service charges for natural gas supply services to retail customers, excluding charges for natural gas distribution services.
Distribution Charge - Cost of delivering natural gas from your natural gas distribution company (your utility) to your home or business. These charges continue to be regulated by the PUC.
Industry Charges We Are Responsible For - Natural Gas: includes wellhead supply, commodity charge, reservation cost, pooling fees, balancing cost, storage fees, and customer bill fees (where applicable).
Other busines conditions - includes risk factors such as volatility in energy markets, events beyond the company's control (including weather), changing regulations, performance on investments, and execution of business strategies.

Contract Details: Our full, legal name is Green Mountain Energy Company, but we have used "Green Mountain Energy", “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 natural gas 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 natural gas supply service to us, and you agree to appoint us as your agent to acquire the necessary information to meet your natural gas needs as required by your “utility”, which we use to refer to your local distribution company. Your utility is responsible for the delivery of natural gas to you and we are not. This Terms of Service is your entire contract with us and replaces any prior oral or written statements or representations.

Customer Complaints and Dispute Procedures: 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 you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the PUC or request information from the PUC regarding your consumer protection rights. The PUC’s contact information is listed below.

CAPs Notice: If you are participating in Customer Assistance Programs (CAPs), you may lose your CAP benefits if your utility does not permit such benefits while you are enrolled with a supplier. Please contact your utility for additional information.

CONTACT INFORMATION:

GREEN MOUNTAIN ENERGY COMPANY:

Internet address: www.greenmountainenergy.com
Mailing address: P.O. Box 7476, Philadelphia, PA 19101
Email address: PACustomerCare@greenmountain.com
Telephone number: 1-800-286-5856
Historical Pricing: www.greenmountainenergy.com/en/customer-service-center/energy-questions-faq/pennsylvania-faqs

PENNSYLVANIA PUBLIC UTILITY COMMISSION (PUC):
Mailing address: 400 North Street, Harrisburg, PA 17120
UTILITY CHOICE HOTLINE: 1-800-692-7380

B. Other Important Information

Assignment and Binding Effects: 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. Under an assignment, your contract terms and conditions will remain unchanged until your contract expires or you enter into a new contract. You will receive prior notice of any assignment.

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 and natural gas supply to you pursuant to this contract, but we do not guarantee a continuous supply of electricity or natural gas. 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 or transmission 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 affecting 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 AND NATURAL GAS 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 PENNSYLVANIA 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.

ARBITRATION AND WAIVER OF JURY TRIAL: TO THE FULLEST EXTENT PERMITTED BY PENNSYLVANIA LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT, SHALL BE FINALLY RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA COMMERCIAL RULES AND THE CONSUMER-RELATED DISPUTES SUPPLEMENTARY PROCEDURES, OR, AT THE ELECTION OF EITHER PARTY, BROUGHT AS A SMALL CLAIMS ACTION, IN THE MAGISTERIAL DISTRICT COURT OR PHILADELPHIA MUNICIPAL COURT, JUDICIAL SYSTEM OF PENNSLYVANIA, ("SMALL CLAIMS COURT"), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF ITS JURISDICTION. 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. 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. THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS CONTRACT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING. 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 ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID. 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.

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 Pennsylvania. 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.

C. Other Information about your Green Mountain Offer

Product Renewable Content

Pollution Free™ electricity: If you are enrolled on *Pollution Free*, *Pollution Free* Efficient, or *Pollution Free* Standard Offer Program electricity, Green Mountain ensures that electricity equal to 100% of your electricity usage is produced by wind power generation facilities located in the United States.

Pollution Free™ Farm to Market electricity: If you are enrolled on *Pollution Free* Farm to Market electricity, Green Mountain ensures that electricity equal to 100% of your electricity usage is produced by wind power generation facilities located in the same state as your electric service address.

Pollution Free Gold™ electricity: If you are enrolled on *Pollution Free Gold* electricity, Green Mountain ensures that electricity equal to at least 5% of your electricity usage is produced by solar power generation facilities, and up to 95% of your electricity is produced by wind power generation facilities, located in the United States, for a total of 100% renewable energy.

SolarSPARC™ electricity: If you are enrolled on *SolarSPARC*

10, Green Mountain ensures that electricity equal to at least 10% of your electricity usage is produced by solar power generation facilities, and up to 90% of your electricity is produced by wind power generation facilities, located in the United States, for a total of 100% renewable energy. If you are enrolled on *SolarSPARC 100*, Green Mountain ensures that 100% of your electricity usage is produced by solar power generation facilities located in the United States.

- Solar Energy Facilities: For each month of a *SolarSPARC* customer's paid service, Green Mountain will set aside $2.50 per month for *SolarSPARC 10* customers and $4.00 per month for *SolarSPARC 100* customers to build new solar energy facilities in any state, excluding Texas, where Green Mountain offers a *SolarSPARC* product.
- Annual Credit: *SolarSPARC* customers will receive an annual credit based on the number of solar projects funded through their participation in the *SolarSPARC* program. Projects are funded every six (6) months. For each August 31 or February 28 that a customer has been continuously enrolled on the applicable *SolarSPARC* product, the customer will be entitled to receive a credit, with credits accumulating up to the maximum annual bill credit amount. If you are enrolled on *SolarSPARC 100*, the credit amount for each 6 month funding period is $11 and the maximum annual credit amount a customer may receive is $121. If you are enrolled on *SolarSPARC 10,* the credit amount for each 6 month funding period is $9 and the maximum annual credit amount a customer may receive is $99. The credits will be issued annually in March to *SolarSPARC* customers. Customers may choose to receive the credit directly or contribute to the entire credit to the *Green Mountain Energy Sun Club*.
- *SolarSPARC* terms: The *SolarSPARC* program terms are subject to change and may be discontinued or modified at any time. We will provide participating customers written notice of any material change or discontinuation. Should Green Mountain discontinue *SolarSPARC*, you will have the option to be transferred to another Green Mountain product of your choice at no charge and receive credit for the amount of the next scheduled annual *SolarSPARC* credit you would have received. Green Mountain's obligations will terminate in the event that (i) your agreement with Green Mountain for the electric service under the *SolarSPARC* product is cancelled or terminated for any reason, including non-payment by you; or (ii) Green Mountain ceases to be the retail electric supplier for your enrolled premises for any reason. Upon termination of this Agreement, any *SolarSPARC* credits on your account will be refunded to you within 90 days after termination.

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 Green Mountain ensures that the applicable percentage of your electricity usage is matched by the generation of energy from renewable resources on an annual basis. Green Mountain does so by purchasing and retiring 'renewable energy attributes' or '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. Green Mountain may take up to three months following the close of a calendar year to make up any deficiency in the renewable resource content for your product.

NATURAL GAS

Carbon Conscious plan: By enrolling in Carbon Conscious plan, the origin, physical content, and emissions characteristics of the natural gas delivered to your home will not change. However, Green Mountain ensures that you are offsetting the estimated carbon dioxide (CO_2) emissions associated with the stated percentage of your natural gas 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. Carbon Conscious gas is not intended to address any other environmental impact of natural gas usage, including emissions related to the extraction, storage, or delivery of natural gas.

Green Mountain Energy™ Sun Club™

The *Green Mountain Energy Sun Club* program promotes the development of solar technology by funding and building solar power installations for non-profit organizations. As you are now part of the Green Mountain community, Green Mountain will contribute $0.25 per month to the *Sun Club* on your behalf. For more information, please visit gmsunclub.com.