



## NRG HOME TERMS OF SERVICE FOR NATURAL GAS SUPPLY

We appreciate your business. This document is a contract between us, NRG Home, and you that allows us to switch your natural gas account(s) to our service or to continue service. We will supply your natural gas under this contract, but your utility will continue to be responsible for delivering your natural gas and sending you a bill for both of our services. This contract may be referred to as the "Terms of Service" or "Disclosure Statement."

### Natural Gas Generation Supplier Contract Summary

|  |   |
|--|---|
| <b>Natural Gas Supplier Information</b>      | <p>Reliant Energy Northeast LLC d/b/a NRG Home and NRG Retail Solutions<br/> Natural Gas License #A-2015-2478293<br/> Mailing address: P.O. Box 38781, Philadelphia, PA 19104<br/> Email address: support@picknrg.com<br/> Telephone number: 1-855-500-8703<br/> Fax: 1-866-472-1415<br/> Internet: <a href="http://www.picknrg.com">www.picknrg.com</a><br/> Historical Pricing: <a href="https://www.picknrg.com/en/legal/State_information">https://www.picknrg.com/en/legal/State_information</a></p> <p>You have chosen Reliant Energy Northeast LLC d/b/a NRG Home and NRG Retail Solutions ("NRG Home") as your natural gas generation supplier. NRG Home is not affiliated with your local utility. NRG Home's charges for natural gas supply will appear on your utility bill separate and apart from your utility's charges for delivering your natural gas. Your utility will continue to deliver your natural gas, read your meter, send your bill, and make necessary repairs.</p> |
| <b>Natural Gas Price Structure</b>           | <p><b>Variable. We will determine the variable supply price at our discretion based on many different factors, which may include prices charged by competitors, industry charges we are responsible for, our costs to procure and sell energy, customer retention rates, applicable state and local taxes, changes in weather, legal and regulatory issues, profit margins, or other business conditions.</b><br/> <b>Your price will be 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.</b></p>  |
| <b>Natural Gas Supply Price</b>              | You'll receive an introductory natural gas supply price of \$0.51000 per unit ccf for your first 3 full billing cycles and your price will be variable after that. Your first month's variable price will be \$0.51000 per unit ccf.  |
| <b>Statement Regarding Savings</b>           | 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 historical price information.  |
| <b>Deposit Requirements</b>                  | None.   |
| <b>Incentives</b>                            | 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 Rewards Program Terms, you may forfeit some or all of the rewards. Please refer to the Rewards Program Terms contained in your Welcome Confirmation for full details.  |
| <b>Contract Start Date</b>                   | We will begin providing service to you after your utility processes our request to switch your service. This occurs within 1-2 billing cycles.  |
| <b>Contract Duration / Length</b>            | Month-to-month. We will begin providing service to you after your utility processes our request to switch your service, which occurs within 10 days from the date you agreed to switch.   |
| <b>Cancellation / Early Termination Fees</b> | None.   |
| <b>End of Contract</b>                       | This is a month-to-month contract which continues until either of us cancels the service. You may cancel without a cancellation fee.  |
| <b>Right of Rescission</b>                   | You have 3 business days to rescind this contract by contacting us at the telephone number or email address listed below. This is called your "Right to Rescind" period, which means you will not start service with us until after this period.  |

**Note on Dispute Resolution:** This contract limits the circumstances under which you can bring a dispute to court, and does not permit class actions or a jury trial. Review the section "Customer Complaints and Dispute Resolution" below for details.

### A. Important Information

**Length of Your Commitment:** Month-to-month. We will begin providing service to you after your utility processes our request

to switch your service. **This occurs within 10 days.** The switch will not occur 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:** You'll receive an introductory natural gas supply price of \$0.51000 per unit ccf for your first 3 full billing cycles and your price will be variable after that. Your first month's variable price will be \$0.51000 per unit ccf.

For your reference, our natural gas supply prices include natural gas supply and transportation charges and estimated total state 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.

**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 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 this contract, you agree to pay your utility directly for our service. Your utility may request a security deposit which includes our charges. 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 natural gas 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. If you have a fixed term agreement with us that is longer than 3 months and it is approaching the expiration date, we will send you advance written notices at about 90 days and 60 days before the expiration date. If we propose to change our terms of service in any type of agreement, we will send you advance written notices at about 90 days and 60 days before the effective date of the change. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If your utility is billing our charges for us, then we will provide the notices in separate corresponding mailings. 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 Rewards Program 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. 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:** Any 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 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 license number is A-2015-2478293. We set the generation prices and charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission 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 for 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 – includes wellhead supply, commodity charge, reservation cost, pooling fees, balancing cost, storage fees, and customer bill fees (where applicable).

Other business 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 Reliant Energy Northeast LCC d/b/a NRG Home and NRG Retail Solutions, 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 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.

**Contract Changes:** Whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede the effective date of the proposed changes. These notifications will 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. If we propose to change our terms of service for your natural gas supply, we will send you advance written notices at about 90 days and 60 days before the effective date of the change. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If your utility is billing our charges for us, then we will provide the notices in separate corresponding mailings.

**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:**

##### **NRG HOME:**

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)  
Historical Pricing: [https://www.picknrg.com/en/legal/State\\_information](https://www.picknrg.com/en/legal/State_information)  
Telephone number: 1-855-500-8703  
Fax: 1-866-472-1415

##### **YOUR UTILITY:**

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

Columbia Gas at 1-888-275-4674  
National Fuel Gas at 1-800-595-7510  
PGW at 1-215-235-1000  
PECO at 1-800-494-4000  
Peoples Gas – Equitable Division at 1-800-654-6335  
Peoples Natural Gas at 1-800-764-0111  
UGI Central Gas at 1-800-652-0550  
UGI North Gas at 1-800-276-2722  
UGI South Gas at 1-800-276-2722

Your utility has Universal Service programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your utility's Universal Service Program can be obtained by contacting:

Columbia Gas at 1-888-275-4674  
National Fuel Gas at 1-800-595-7510  
PGW at 1-215-235-1000  
PECO at 1-800-494-4000  
Peoples Gas – Equitable Division at 1-800-654-6335  
Peoples Natural Gas at 1-800-764-0111  
UGI Central Gas at 1-800-652-0550  
UGI North Gas at 1-800-276-2722  
UGI South Gas at 1-800-276-2722

**PENNSYLVANIA PUBLIC UTILITY COMMISSION (PUC):**  
Mailing address: P.O. Box 3265, Harrisburg, PA 17105-3265

**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 natural gas supply to you pursuant to this contract, but we do not guarantee a continuous supply of energy. 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, pandemics or governmental shutdown order, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units, storage 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 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 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 PENNSYLVANIA, ("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.

## **NRG Rewards Program Terms**

Eligibility: Your rewards are offered by Reliant Energy Northeast LLC, d/b/a (NRG). 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 has received at least one full payment. NRG 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 and you, including, but not limited to, all terms related to dispute resolution. NRG 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 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's sole discretion. If NRG 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 will not have any obligation to provide any rebates to you.

01-20130815\_574