NRG HOME TERMS OF SERVICE FOR RESIDENTIAL 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. It describes the nature of our service with you and provides important information for you to be aware of. We will begin supplying your electricity under this contract, but your utility will continue to be responsible for delivering your electricity and send you a bill for both of our services.

Summary of Important Information	
Length of Your Commitment	**Month-to-Month**
Price for Your Electricity	**You'll receive an introductory electricity supply price of $0.10700 per kWh for your first 3 bills and your price will be variable after that.**
Applicable Fees	**None**
Your Right to Rescind	**You have 3 days to rescind this contract. This is called your "Right to Rescind" period, which means you will not start service with us until after this period.**
Your Right to Cancel	**Once service has started, you may cancel at any time. It may take one or two billing cycles before the cancellation is processed, depending on your utility's timeframes.**

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. 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.

Price for Your Electricity: The introductory electricity supply price you will receive during your first 3 billing cycles with us will be $0.10700 per kWh. After that, your prices with us will be variable. We will determine the variable supply price in 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. For your reference, our electricity supply prices include generation and transmission charges, but they do not include any tax, utility distribution charges or other utility fee or charge. If you enrolled in a plan with a percentage of green power, your price includes the cost for us to purchase Renewable Energy Certificates.

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.

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

Right to Rescind: You have the "Right to Rescind" this contract for a limited time, 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.

Your Right to Cancel: We will not charge you for starting or stopping service with us. You may cancel this contract at any time without having to pay any 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. The effective date is usually the next date that your meter is read after the utility has processed our request to cancel your service with us. 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.

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, 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, 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.

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: 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.

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.

Contract Details: Our full, legal name is Reliant Energy Northeast LLC d/b/a NRG Home and NRG Retail Solutions, but we have used "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, 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 through its transmission and distribution facilities, 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: 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 District of Columbia Public Service Commission's (PSC) Office of Consumer Services or the District of Columbia Office of People's Counsel or request information from either regarding your consumer protection rights. The contact information for both is listed below.

CONTACT INFORMATION:

NRG HOME:

We are licensed by the District of Columbia PSC and our license number is EA-10-15.

Internet address: www.picknrg.com

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

Email address: support@picknrg.com

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 electric meter or any other service need, please contact your local utility at the emergency number below.

Pepco - Emergency - 1-877-PEPCO-62 (877-737-2662)
Pepco - General Service - 1-800-642-3780

DC PUBLIC SERVICE COMMISSION:

DC PSC's Office of Consumer Services:
1-202-626-5120
www.dcpsc.org
District of Columbia Office of People's Counsel:
1-202-727-3071
www.opc-dc.gov
Mailing address:
Public Service Commission of the District of Columbia
1333 H Street, N.W. Suite 200, West Tower
Washington, DC 20005

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, pandemics or governmental shutdown order, 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 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 DISTRICT OF COLUMBIA 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 DISTRICT OF COLUMBIA 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 IN SMALL CLAIMS SECTION OF SPECIAL CIVIL PART OF THE CIVIL DIVISION, SUPERIOR COURT OF THE DISTRICT OF COLUMBIA (“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 the District of Columbia. 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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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.

Electric Cash Back Information: Cash Back is a rebate program offered by NRG. Your participation in the Cash Back program starts on the first day of your first billing cycle with NRG and ends when your account is no longer active. Your account will automatically be enrolled in the Cash Back program, and you will receive a 1% Cash Back rebate every 12 full billing cycles on the total dollar amount of the NRG's Supply Charges on your electricity bills for as long as your account is active. At the end of every 12 full billing cycles, NRG will calculate and automatically mail your rebate and your first Cash Back rebate will also include any partial month if you switched service to us mid-billing cycle. Please allow 60 days after the close of every 12 full billing cycles to receive each Cash Back rebate. If your account is closed for any reason within one of the 12 month periods, you will forfeit all existing rebate values for that period. Budget billing customers will be awarded based on the monthly budget billing amount, plus or minus any periodic reconciliation or true-up that is required.

Electric Bonus Information: A $25 Enrollment Bonus will be mailed to new electricity accounts after 3 full month(s) of active service from NRG. You may only receive one Enrollment Bonus for each of your accounts. Further, your account status must be active for 3 full months of active service in order to receive the Enrollment Bonus.

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