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 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 sending you a bill for both of our services.

Customer Disclosure Statement	
Product	**Variable Renewable Electricity Product**
Price for Your Electricity	You'll receive an introductory electric supply price of 10.3¢ per kWh for your first 1 month(s) and your price will be variable after that.
Price Changes	You have selected a renewably sourced electricity product **with a variable price structure.** This product contains at least 50% renewable energy from sources eligible under New York law – specifically in-state wind and/or in-state hydropower (unless specified differently in your Welcome Confirmation and subject to market availability). See "Renewably Sourced Product Information" below for more details. **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, and other relevant business conditions. The variable supply price can change each month. Your price also reflects the costs to obtain the renewable energy content specified under this contract, which contributes to the premium we may charge over the local utility supply rate.**
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.
Your Right to Rescind	You have 3 business 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 by contacting us. It may take one or two billing cycles before the cancellation is finalized, depending on your utility's timeframes.
Applicable Fees	None. No early termination fees or other fees.
Renewal	Our service will continue until either of us cancels the contract.
Savings Details	Savings are not guaranteed nor implied with this contract and our price may be higher than the supply rate charged by the utility or other suppliers.

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. 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: The introductory electric supply price you will receive during your first 1 month(s) with us will be 10.3¢ per kWh. For your reference, our prices include generation charges, but they do not include any utility distribution charges or other utility fee or charge. After the introductory period, your prices with us will be 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, and other relevant business conditions. The variable supply price can change each month. Your price also reflects the costs to obtain the renewable energy content specified under this contract, which contributes to the premium we may charge over the local utility supply rate. 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.* We will not charge you an early termination fee or other fees. If you are currently in a contract with another supplier, the request to switch you to our service will automatically cancel your service with the other supplier. You are responsible for any penalties the other supplier may charge.

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 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: You may cancel this contract 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.

Our Right to Cancel: We have the right to cancel this contract for any reason as long as we give you fifteen 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 fifteen 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.

Your Protections: The services provided by NRG Home to Customer are governed by the terms and conditions of this Agreement and the Home Energy Fair Practices Act (HEFPA) for residential customers. In the event of a billing dispute or a disagreement involving Independence Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Independence Energy by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") or calling the DPS at 1-800-342-3377. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

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. The bill that the utility sends should include a separate line item for our service. Under this contract, you agree to pay your utility directly for our service. Your utility has the right to disconnect service for any unpaid charges, including our charges.

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, 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, and you agree to appoint us as your agent to acquire the necessary information to meet your needs as required by your "utility", which we use to refer to your local distribution company. We are not your utility. Your utility is responsible for the delivery of electricity to you and will respond to leaks and emergencies. 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.

Insolvency: You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Contract Changes: If we propose a material change to the terms of this contract, we will notify you in advance and, if required by law, obtain your consent to the change. 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 Dispute Resolution:

Dispute Resolution: 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. Pursuant to the Home Energy Fair Practices Act, if you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the New York Public Service Commission (NYPSC) or request information from the NYPSC regarding your consumer protection rights. The NYPSC's contact information is listed below.

THE EXCLUSIVE MEANS FOR RESOLVING DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT IS THROUGH THE CONSUMER COMPLAINT PROCEDURES ENACTED PURSUANT TO THE HOME ENERGY FAIR PRACTICES ACT (HEFPA) (16 N.Y. Comp. Codes R. & Regs. § 12), AND YOU WAIVE ANY RIGHT TO FILE ANY ACTION OR SUIT BEFORE ANY COURT OF LAW, EXCEPT AS MAY BE PERMITTED PURSUANT TO ARTICLE 78 OF THE NEW YORK CIVIL PRACTICE LAW AND RULES (Article 78).

CLASS ACTION WAIVER AND WAIVER OF JURY TRIAL: BY ENTERING INTO THIS CONTRACT, YOU AND WE ARE GIVING UP THE RIGHT TO SEEK REMEDIES IN COURT AND FILE OR PARTICIPATE IN CLASS OR COLLECTIVE LEGAL ACTIONS, AND THE RIGHT TO A JURY TRIAL, OTHER THAN AS MAY BE PERMITTED BY HEFPA OR ARTICLE 78.

IF A COURT OR THE NYPSC DETERMINES THAT THE PROVISION IN THE "CUSTOMER COMPLAINTS AND DISPUTE RESOLUTION" SECTION ABOVE RELATING TO THE EXCLUSIVE MEANS OF RESOLVING DISPUTES IS INVALID, VOID, UNENFORCEABLE, INAPPLICABLE OR OTHERWISE DEFECTIVE, THEN ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING, TO OR IN CONNECTION WITH THIS CONTRACT, SHALL EITHER BE (i) FINALLY RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA CONSUMER ARBITRATION RULES, OR (ii) AT THE ELECTION OF EITHER PARTY, BROUGHT IN NEW YORK SMALL CLAIMS COURT ("SMALL CLAIMS COURT"), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF THAT COURT'S JURISDICTION.

THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE

ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. THE ARBITRATOR CAN AWARD THE SAME DAMAGES AND OTHER RELIEF THAT A COURT CAN AWARD. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION.

THE AAA SHALL HAVE THE AUTHORITY 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. IF A COURT OR THE AAA DETERMINES THAT THE PRECEDING SENTENCE PROHIBITING CLASS ARBITRATION IS INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE.

THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

CONTACT INFORMATION:

NRG HOME:
We are deemed eligible to provide electricity supply by the NYPSC.

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.

Central Hudson
Telephone number: 1-800-527-2714

Con Edison
Telephone number: 1-800-752-6633

National Grid (Niagara Mohawk)
Telephone number: 1-800-642-4272

New York State Electric & Gas
Telephone number: 1-800-572-1131

Orange & Rockland
Telephone number: 1-877-434-4100

Rochester Gas & Electric
Telephone number: 1-800-743-1701

NEW YORK PUBLIC SERVICE COMMISSION:

Internet address: www.dps.ny.gov
Mailing address: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223
Telephone number: 888-697-7728

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 energy supply to you pursuant to this contract, but we do not guarantee a continuous supply of energy commodity. 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, cyberattack on us or any portion of the utility system we rely on to provide you service, terrorist acts, pandemics, natural disasters, explosions, fires, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units, storage or transmission facilities or nonperformance by your local utility 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: In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected shall remain in full force and effect.

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.

Regulatory Changes: This contract is subject to present and future legislation, orders, rules, regulations or decisions of a 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 is made and shall be construed in accordance with the laws of the State of New York. 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.

Renewably Sourced Product Information: 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. 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.

Your product is a renewably sourced electricity product with a variable price structure. This product contains at least 50% renewable energy from sources eligible under New York law – **specifically in-state wind and/or in-state hydropower** (unless specified differently in your Welcome Confirmation and subject to market availability). This renewable content represents an approximate 38% increase over the residual mix existing in the New York Independent System Operator (NYISO) as of the close of 2018. (Note: This premium over the NYISO residual mix is subject to change. We will update this figure on our website as new information becomes available).

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We will meet our obligation to provide renewably sourced energy under this contract pursuant to applicable New York law and the directives of the New York Public Service Commission (NYPSC). Specifically, our product (i) has a renewable mix that is at least 50% greater than our current Renewable Energy Standard (RES) obligation, and (ii) we comply with the RES locational and delivery requirements. Our Tier 1 Renewable Energy Certificate (“REC”) annual obligations under the RES are as follows: 2019 (0.78% of total load served); 2020 (2.84%); 2021 (4.20%); 2022 (8.40%).

We may meet our requirements under this contract (1) by purchasing RECs from eligible renewable generators through the New York Generation Attribute Tracking System (NYGATS); (2) by purchasing Tier 1 RECs from the New York State Energy Research and Development Authority (NYSERDA); (3) by procuring RECs from eligible renewable generators through bilateral contracts; (4) by making Alternative Compliance Payments (ACP) to NYSERDA; (5) by entering into bundled energy and REC purchase agreements with eligible renewable generators; or (6) by any other method later authorized under New York law or NYPSC order

New York State Public Service Commission
Your Rights as an Energy Services Company Consumer
ESCO Consumers Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:

    - price and all variable charges or fees;
    - length of the agreement;
    - terms for renewal of the agreement;
    - cancellation process and any early termination fees, which are limited by law; and
    - conditions, if any, under which the ESCO guarantees cost savings.

- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumer Bill of Rights), in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to http://www.dps.ny.gov/resright.html.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at http://www.dps.ny.gov.

You can find more information about your energy alternatives by visiting: www.askpsc.com.

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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.

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