

Powervine Energy, LLC ("Powervine") is a supplier of retail electricity and natural gas to Customer in Ohio. Powervine is licensed in Ohio by the Public Service Commission of Ohio ("PUCO"), as an Electric & Natural Gas Supplier and is certified by the Federal Energy Regulation Commission. Powervine set the price and charge that you pay for electricity. PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices. The Utility will continue to read your meter and bill for electricity and distribution services.

Key Definitions

Customer Charge – The basic service charge to partially cover costs for billing, meter reading, equipment and service line maintenance. If you select a new supplier, the name, address and telephone number for both your distribution and supplier company will appear on your bill.

Default Service Provider – this is typically the electric utility that provides generation services to those who do not choose another supplier, are unable to find a supplier willing to serve them, or no longer receive generation services from another supplier.

Local Utility – the public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by PUCO. Exceptions include building or facility owners or operators that manage their internal distribution system and supply electric power and electric services to occupants of the building or facility.

Early Cancellation Fee – the fee assessed to cover damages to fixed rate customers or to cover administrative costs to variable customers that cancel or cause their accounts to be cancelled prior to the completion of the term of their service agreement. Powervine does not assess a fee for early cancellation of this Agreement.

CRES – abbreviation for "Certified Retail Electric Supplier". A company licensed by the Public Utility Commission of Ohio that sells electricity to customers, using the transmission or distribution facilities of the local Utility.

Fees – taxes, fees, assessments, government charges and charges levied by your Utility for distribution and other services and taxes, fees and charges levied by us or any other entity authorized to levy taxes, fees or charges for or related to the Services. This may include, but shall not be limited to, Utility taxes and change fees, gross receipts taxes, and sales or use taxes imposed on Powervine and/or you by federal, state, and/or local authorities that we pass through to you.

Generation Charge – the charge for producing electricity. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier.

Rate – the fixed amount per kWh charged to you for supply charges. The Rate will not change for the duration of the given

term described in the Contract Summary. The Rate does not include delivery service charges, applicable taxes, other Utility charges associated with providing your electricity service.

Renewable Energy Product – Supports renewable energy producers in the United States through the purchase of Renewable Energy Certificates equivalent to the power you consume.

Transmission Charge – the cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier.

1. Term: This Agreement will be in effect for the service address as specified in your Contract Summary as of the date determined by the EDC and will continue for the billing cycles described in the Contract Summary (the "Term"). We will begin providing you electricity supply on the date that the Utility determines as the service switch date. Switching your service or rate may take up to 2 billing cycles.

2. Price: The fixed amount per kWh charged to you for supply charges as described in the Contract Summary. The Rate will not change for the duration of a given term. The Rate does not include delivery service charges, applicable taxes, other Utility charges associated with providing your electricity service.

3. Powervine's Electric Generation and Transmission Charges - You agree to pay Powervine the total generation charge based on your current Price Segment Rate. This charge includes Electric Generation Service Charges and Transmission Charges, but excludes applicable state and local sales taxes and the Distribution Charges from your local EDC and any other fees identified in the Contract Summary (including, but not limited to, the Daily Subscription). If there is no Rate Cap description in your Contract Summary, then there is no limit on how much the price may change from month to month.

4. Sales Tax Exemption: Powervine is obligated by law to bill for and collect sales tax. If you are exempt from sales tax, it is your responsibility to submit a sales tax exemption form to Powervine before any exemption can be applied.

5. Billing: Your Utility will provide a consolidated bill that will include both Utility charges and Powervine's charge for competitive retail electric service. Charges for your retail electric service will be due and payable when your Utility bill is due at the billing address provided in your Utility bill. You acknowledge

that the Utility may provide us with your billing and payment information. You agree to accept the measurements as determined by the Utility for purposes of accounting for the amount of power and energy services provided by us under this Agreement. Supplying you under this Agreement is conditioned on the Utility accepting our enrollment of your account for consolidated billing by the Utility. If you are not eligible for consolidated billing, you need to remedy that restriction with the Utility before we can serve you. Should the Utility cease providing consolidated billing for your account and/or commence billing us for any charges relating to you, we will bill you and you will pay us for all such charges. You will also still be billed additional charges by your Utility as described in Section 2. You are responsible for paying any new or increased taxes, fees or other charges imposed on us or you in connection with our supply of electricity to you during the term of this Agreement. We will notify you if any new taxes are imposed, or any new or increased fees or other charges are imposed. Powervine reserves the right to change billing methods. You have the right to request twice within a 12-month period up to 24 months of your payment history with Powervine , free of charge.

6. Right of Rescission: Under PUCO rules, you have seven (7) calendar days following the postmark date on the Utility's enrollment confirmation notice to rescind the Agreement either by (I) calling the Utility at the designated toll-free or local telephone number provided on such notice or (II) providing written notice to the utility to the address provided in the notice. You will be able to rescind, without charge, penalty or liability, the decision to select Powervine as your electric supplier if notice is given within the rescission period. Upon receipt of the notice, your Utility will give you a cancellation number to verify the election to rescind during the rescission period.

7. Early Cancellation Fee: There is no Early Cancellation Fee, you may cancel this Agreement at any time without penalty.

8. Contract Renewal: THIS AGREEMENT WILL AUTOMATICALLY RENEW AS DESCRIBED IN THIS SECTION. IN ORDER TO CANCEL BEFORE AN AUTOMATIC RENEWAL OF THIS CONTRACT, PLEASE NOTIFY US IN WRITING OR BY PHONE AS DESCRIBED IN THIS SECTION. Unless otherwise indicated in your renewal notice, upon completion of the Term, this Agreement will automatically renew under the terms and conditions provided with your renewal notice (the "Automatic Renewal Term") unless cancelled with thirty (30) days' notice prior to the expiration of your Term. Powervine will send a renewal notice at least forty-five (45), but no more than ninety (90) days prior to the end of your Term explaining the terms and options you have as a Customer. To cancel you may contact your Utility or Powervine .

9. Initiation of Service: THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE POWERVINE ENERGY TO CHANGE YOUR

COMPETITIVE RETAIL ELECTRIC SERVICE SUPPLIER AND, BY ENTERING INTO THIS CONTRACT, YOU AUTHORIZE POWERVINE ENERGY TO UNDERTAKE WHATEVER STEPS MAY BE NECESSARY TO ACCOMPLISH YOUR SWITCH. YOUR UTILITY MAY CHARGE A SWITCHING FEE WHEN PROCESSING YOUR REQUEST TO CHANGE SUPPLIERS.

Powervine will begin providing retail electric service to you on the next applicable meter read date after the Utility processes your enrollment and your service will continue throughout the term of this Agreement. The Utility will notify you of the date on which your retail electric service from Powervine will begin. Powervine's retail electric service will continue to be delivered to your residence by your Utility as they do now. Powervine's obligations under this Agreement are conditioned on you providing complete and accurate information and on you remaining a Utility distribution customer eligible for consolidated billing throughout the term under Residential Service rate class ("RS" or as otherwise labeled by your Utility) or Small Commercial rate class ("DM" or "DS" or as otherwise labeled by your Utility).

10. Information Release Authorization: You authorize Powervine to obtain and review information regarding your credit history from credit reporting agencies and your consumption history, billing determinant, and credit information from the Utility. This information may be used by Powervine to determine whether it will commence and/or continue to provide energy supply service to you and will not be disclosed to a third-party unless required by law. Powervine is prohibited from disclosing your social security number and/or account number(s) without your consent except for Powervine's collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Ohio Revised Code, or assigning your contract to another energy supplier. Your enrollment shall be deemed to represent your authorization for the release of this information to Powervine . This authorization will remain in effect during the Term of this Agreement. You may rescind this authorization at any time by providing written notice thereof to Powervine or calling Powervine at 1-888-263-2806. Powervine reserves the right to cancel this Agreement on fifteen (15) calendar days' notice in the event you rescind such authorization. If you provide an email address to Powervine , you authorize Powervine to send you notifications regarding your account, special offers, or other communication regarding your energy supply. You have the right to opt out of email communication at any time by notifying us by phone or email.

11. Environmental Disclosure: Included in your Welcome Letter packet is a detailed description of the approximate generation resource mix and environmental characteristics of the power supplies used to generate the electricity delivered to you from Powervine . You will receive the updated version on a yearly basis which will be sent out with your corresponding electric bill, or upon renewal of your contract, or through our website.

12. Participation in PIPP and Credit Arrearage Programs:

Participation in the Percentage of Income Payment Program ("PIPP") administered by the Ohio Department of Development or a credit arrearage program administered by your Utility may affect your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved for or enrolled in PIPP or any such Utility program. If you become approved for either the PIPP or your Utility's arrearage crediting program while taking service under this Agreement, you must advise us and your Utility in writing in order to be switched to the Utility's standard offer service after the next meter read date.

13. Budget Billing: Powervine does not offer budget billing for the generation portion of the bill.

14. Collection of Past Due Charges: Powervine will pass through to you all charges related to the collection of past due charges, including, but not limited to, collection agency fees, legal and court fees, and account termination fees.

15. Price Comparison: Please note that the Utility's standard offer rates likely will change from time to time and therefore Powervine cannot guarantee savings compared to the Utility's standard offer rates during the Term of this Agreement, Price Segment or any renewals. If savings were promised to you, such savings were calculated against the Utility's standard offer Residential Service rate ("RS" rate or as otherwise labeled by your Utility) or the Small Commercial rate ("DS" or "DM" or as otherwise labeled by your Utility) as of the date of this offer. You acknowledge that we have disclosed to you the basis of this comparison prior to entering into this Agreement and that any savings we show are not guaranteed for the entire term of this Agreement, your first or any subsequent Price Segment or for any renewals.

16. Cancellation for Nonpayment: If your electric service is terminated by your Utility, or Powervine receives notice from your Utility that you are delinquent in payments for sixty (60) days, or more, then this Agreement will be cancelled on the date that your electric service is terminated, or upon fifteen (15) days written notice from Powervine of its intention to cancel under this Section. You will be subject to all applicable Penalties and Fees as described in this Agreement, including sections 6 and 13.

17. Powervine's Right to Cancel Service: Powervine reserves the right to cancel this agreement (i) if your Utility is unable to read your meter for three (3) months or more in a row; (ii) if at any time you request separate bills from your Utility and Powervine; (iii) if the Utility removes you from their consolidated billing program and requires that Powervine bill you separately for your electricity generation; (iv) if the Utility identifies a load profile that differs from the class of customer the price was quoted for (including but not limited to Residential Thermal Storage (RTS) customers); (v) if your Utility identifies your account as ineligible or no longer eligible to shop for a retail provider, or (vi) if you are a residential customer and your annual usage is

below 5,000 kWh or your demand exceeds 25 KW for the preceding 12 months of electric service. If you are a commercial customer and you enroll on a residential plan, you will be responsible for any and all charges incurred by Powervine as a result of this misrepresentation, including but not limited to any applicable taxes and market costs. You agree to pay for the services provided by Powervine through the date you are switched to another CRES or returned to the Utility for service. The Utility determines the service end date after Powervine gives notice to the Utility of the service cancellation. We will notify you of the cancellation of this agreement at least 15 days prior to the effective date of cancellation.

18. Cancellation or Transferring Service as a Result of Relocating: Powervine and you will have the right to cancel this Agreement if you relocate to a service location that is: (a) outside your local Utility's service territory; (b) not served by your local Utility; or (c) outside Powervine's service territory. If this Agreement is cancelled pursuant to the preceding sentence, you will not be charged an early cancellation fee. If you wish to transfer service, you must first call Powervine's Customer Service at the toll-free telephone number set forth in Section 18, and then your Utility, before you relocate, to determine if your account will be eligible for a service transfer.

19. Contact Information:**Powervine Energy, LLC**

539 W. Commerce #2290
Dallas, TX 75208

Hours: Mon – Fri 8:00 am – 5:00 pm EST

Telephone: 888-263-2806

Email: Service@PowervineEnergy.com

Web: www.PowervineEnergy.com

20. Limited Time Offer/Eligibility: The offers made available are intended for customers being served by the EDC as residential customers. We reserve the right to rescind our offer if we find you are not a residential customer or to cancel your service if your utility changes your load profile to anything other than residential while Powervine is providing service for you. This Price and any Special Terms are only valid for the Contract Term of this Agreement, beginning at Contract Start Date indicated in your Contract Summary. If there is a break in service for any reason, Powervine will not be obligated to extend this agreement to accommodate the break in service, nor will it be obligated to continue providing the Price or any Special Terms beyond the original expiration date of this Agreement.

21. Special Terms: We may provide rewards, rebates, or other incentives based on your meeting specific criteria, or selecting certain offers that will be defined as Special Terms in your Contract Summary, or which will be identified in an alternate notice or message ("Special Terms Notice"). Upon your meeting the conditions specified in the Special Terms section of your Contract Summary, or Special Terms Notice, we will process and provide to you the reward, rebate, or incentive within the timeframe specified either in the Special Terms section of your Contract Summary, or in the Special Terms Notice. If you enroll or renew on a plan that includes

our Shopping and Dining Rewards Program, you will be able to accumulate points only so long as your service is uninterrupted with Powervine . If there is an interruption of service, any unused points will be forfeited for as long as service is interrupted. Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. This Renewable Energy Product does not mean you will have electricity from a specific generation facility delivered directly to your service address, but Powervine ensures that the applicable percentage of your electricity usage is matched by the generation of energy from 100% national wind resources on an annual basis. Powervine does so by purchasing and retiring "renewable energy certificates" representing the environmental attributes associated with the applicable amount of renewable energy generation from approved renewable energy generators throughout the country unless a specific location is otherwise identified for your product. Powervine 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.

22. Dispute Resolution: In the event of a residential billing dispute or a disagreement involving Powervine's service hereunder, the parties will use their best efforts to resolve the dispute. You should contact Powervine by telephone or in writing as provided above. You must still pay your bill in full, but may deduct the specific amount in dispute while the charges remain in dispute. If your complaint is not resolved after you have contacted Powervine and/or your electric Utility, or for general Utility information, residential and business customers may contact the public utilities commission of Ohio ("PUCO") for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

23. Emergencies and Power Quality: The Utility will continue to be responsible for distribution of electricity and for power outages, supply shortages, power quality and any emergencies. You will hold Powervine harmless in the event of a loss of power or supply shortage caused by any entity other than Powervine . If you have an electrical emergency, power outage or experience a reduction in power quality, you should contact the Utility at its emergency number.

24. Notices: All Notices and similar correspondence will be in writing and delivered as specified in this Agreement to both you and to Powervine, as applicable, by regular mail, electronic mail, courier, or facsimile. If by regular mail, Notice is effective three (3) days after the postmark date. If by courier or expedited mail, Notice is effective when delivery is confirmed by the carrier. If by electronic mail or facsimile, Notice is

effective upon delivery.

25. Assignment: You may not assign your interest in and obligations under the Agreement without the express advance written consent of Powervine. Powervine may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any Agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the PUCO rules and procedures, if any, governing such transactions.

26. Taxes and Laws: Except as provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, shall be paid by you. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having competent jurisdiction.

27. Force Majeure: Force Majeure means an event or circumstance not reasonably within the control of or due to the negligence of Powervine , including without limitation acts of God, accidents, strikes, labor disputes, required maintenance work, inability to access the Utility system, nonperformance by the Utility, cuts to service lines, changes in laws, regulations or practices and procedures of any governmental authority or any other cause beyond the reasonable control of Powervine. Powervine will endeavor in a commercially reasonable manner to provide service, but cannot guarantee a continuous supply of electricity. Force Majeure events may result in interruptions in service to you. Powervine does not produce, transmit or distribute the electricity provided to you under this Agreement and therefore will not be liable for any damages whatsoever for any interruptions in service or supply shortages.

28. Limitations of Liability: LIABILITY FOR DAMAGES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OR RESPONSIBILITY OF ANY LIABILITY OR DAMAGE.

29. Indemnity: You are responsible for, and will immediately indemnify Powervine against, any and all loss or damage resulting from: (i) your failure to fully comply with this Agreement; or (ii) your use or misuse of electricity or natural gas after it is delivered to you.

30. Choice of Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflicts of law principles which otherwise might be applicable.

31. Binding Arbitration: YOU AND POWERVINE ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT

MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

32. Representations and Warranties: The electricity supplied by Powervine under this Agreement will be purchased from a variety of sources. Powervine makes no representations or warranties other than those expressly set forth in this Agreement, Powervine expressly disclaims any warranties, expressed or implied, including warranties of merchantability, conformity to models or samples, and fitness for a particular purpose.

33. Miscellaneous Provisions: This Agreement is subject to applicable laws and supersedes any previous promises, understandings and agreements. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, you agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If a provision cannot be modified in a manner that would make it valid, legal and enforceable, the provision shall be severed from the Agreement, and all other provisions shall remain in full force and effect. Any failure on our part to enforce any of the terms of this Agreement or to exercise any right under such terms shall not be considered a waiver of Powervine's right to enforce each and every such term, exercise such right or exercise any other right under this Agreement.

34. Entire Agreement and No Third-Party Beneficiaries:

This Agreement, including these Terms of Service, constitute the entire Agreement for the purchase of electricity supply, as applicable, between you and Powervine . This Agreement takes the place of any and all prior Agreements and understandings, oral or written, regarding Powervine supplying electricity to you. There are no third-party beneficiaries to this Agreement.