

OHIO RESIDENTIAL AND SMALL COMMERCIAL FIXED PLAN TERMS OF SERVICE

Powervine Energy, LLC | PUCO Certificate No. 18-1332E

Background and Agreement

Powervine Energy, LLC ("Powervine") is a competitive retail electric service ("CRES") provider certified by the Public Utilities Commission of Ohio ("PUCO") to provide electric generation service in Ohio. This Terms of Service ("TOS"), the Contract Summary, the environmental disclosure provided with this TOS, and any enrollment confirmation or other product-specific attachment provided at enrollment together form the "Agreement." This Agreement covers electricity supply only; Powervine does not own or operate the electric utility distribution system.

Powervine supplies the competitive generation portion of your electricity service. Your electric distribution utility ("Utility") continues to deliver electricity, maintain poles and wires, read the meter, respond to outages and emergencies, and provide other regulated distribution services. The Federal Energy Regulatory Commission ("FERC") regulates interstate transmission rates and services. PJM Interconnection, L.L.C. ("PJM") administers regional wholesale electricity markets and coordinates transmission operations; PJM is not your retail supplier or Utility.

Customer Eligibility

Residential Customer. A customer served under the Utility's residential rate classification for electricity used primarily for personal, family, or household purposes.

Small Commercial Customer. A customer receiving electric service under a nonresidential tariff whose demand does not exceed 25 kW within the last 12 months. This protected class excludes a customer that manages multiple electric meters if at least one managed meter had demand of 25 kW or more within the last 12 months, and excludes a customer that, at the customer's discretion, has aggregated demand for customer-managed meters.

This form is intended only for Residential Customers and qualifying Small Commercial Customers. A nonresidential customer outside that protected class should receive Powervine's applicable commercial agreement instead.

Key Definitions

- **CRES Provider:** a competitive retail electric service provider that sells competitive electric generation service in Ohio.
- **Generation Charge:** the charge for the electric generation supply provided by Powervine.
- **Transmission Charge:** the charge, if applicable to the offer, associated with transporting electricity over high-voltage facilities to the distribution system.
- **Fixed Rate:** the per-kWh supply price stated in the Contract Summary that remains fixed for the stated contract term, subject only to adjustments expressly permitted by applicable law and disclosed in this Agreement.
- **Utility:** the electric distribution utility serving the Service Address. The Utility remains responsible for delivery, metering, outages, and regulated distribution charges.
- **PJM:** PJM Interconnection, L.L.C., the regional transmission organization that administers wholesale energy and ancillary-services markets and coordinates transmission operations in the region.

1. Term and Start of Service

The Agreement begins when enrollment is accepted and service starts on the next available meter reading after the enrollment request is processed by Powervine and the Utility, unless a later start date is stated in the Contract Summary. The contract duration and estimated expiration are stated in the Contract Summary. The Utility determines the actual switch date and meter-read schedule. A switch may take one or more billing cycles depending on Utility processing.

2. Price, Charges, Taxes, and PJM Costs

You will pay the fixed generation price stated in the Contract Summary for the duration of the fixed term. The Contract Summary identifies whether transmission is included or separately stated and lists every Powervine recurring and nonrecurring fee applicable to the offer. The Utility will separately impose its regulated delivery and other Utility charges. The Utility may charge a switching fee if permitted by its tariff.

For this fixed-price product, routine changes in PJM wholesale energy, capacity, ancillary-service, settlement, or other market costs do not independently change the fixed retail supply price during the fixed term. Powervine remains responsible for its applicable wholesale-market and load-serving obligations under PJM governing documents, directly or through its market counterparties. Taxes and government-imposed charges will be handled as disclosed in the Contract Summary and as permitted by applicable law.

If market conditions allow Powervine to lower the per-kWh price during an existing contract, Powervine may lower the price without additional consent so long as no other term or condition changes. Powervine does not guarantee savings compared with the Utility's standard offer service.

3. Billing, Payment, Payment History, Credit, and Budget Billing

Unless the Contract Summary expressly states otherwise, the Utility will provide a consolidated bill containing the Utility's charges and Powervine's generation charges. Amounts are due under the Utility's billing schedule and tariff. Failure to pay Utility charges may result in disconnection by the Utility in accordance with its tariff. Powervine itself does not operate the distribution system and does not physically disconnect electric service.

Any Powervine late-payment fee, deposit, credit requirement, collection charge, or other payment-related charge must be stated in the Contract Summary or otherwise disclosed before enrollment and will apply only to the extent permitted by law. If a deposit is collected, its return will be handled according to the disclosed terms and applicable law. Powervine does not offer budget billing for the generation portion of the bill under this form unless the Contract Summary expressly states otherwise.

You may request from Powervine, twice within a 12-month period, up to 24 months of your Powervine payment history without charge.

4. Right of Rescission and Enrollment

YOU MAY CANCEL YOUR ENROLLMENT WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE POSTMARK DATE ON THE UTILITY'S CONFIRMATION NOTICE, WITHOUT CHARGE, PENALTY, OR LIABILITY.

The Utility will send you a confirmation notice of the transfer of service. To rescind during the seven-calendar-day period, contact the Utility using the telephone number, electronic method (if offered by the Utility), or mailing address provided in the Utility confirmation notice. The Utility will provide a cancellation number confirming a timely rescission.

For internet enrollment, the electronic contract is identified by the version number shown on this document. The online enrollment process must provide a conspicuous prompt to print or save the contract, obtain encrypted electronic consent, record submission and receipt by date and time, and provide a unique enrollment confirmation number after enrollment is completed.

ONLINE CUSTOMER: PRINT OR SAVE A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

5. Customer Cancellation, Moving, and Switching Back to the Utility

After the rescission period, you may cancel this Agreement at any time. Under this form, the Early Termination Fee is \$0.00. You remain responsible for charges through the date your switch or cancellation becomes effective. If you move outside Powervine's service area or to an area where Powervine charges a different price, you may terminate without penalty.

If you switch back to your Utility, you may or may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. The Utility determines the effective date of the switch.

6. Powervine-Initiated Termination

Powervine may terminate the Agreement for failure to pay the bill or failure to meet an agreed payment arrangement only after at least 14 calendar days' written notice, as applicable. Powervine may terminate for other reasons only to the extent allowed by applicable law and this Agreement. If this Agreement allows Powervine to terminate for a reason other than nonpayment or a force majeure event, you may terminate without penalty. Termination of this supply Agreement does not authorize Powervine to physically disconnect your premises; Utility disconnection is governed by the Utility's tariff and applicable PUCO rules.

7. Customer Information and Privacy

By enrolling, you authorize Powervine to obtain from the Utility information reasonably necessary to enroll and serve the account, including account holder name, account number or customer identifier, service and billing address, rate class, meter information, historical and future usage, and billing/payment information where needed for consolidated billing or account administration. Powervine will use the information for enrollment, billing, customer service, credit/collection functions, regulatory compliance, and administration of the Agreement.

Powervine is prohibited from disclosing your Social Security number and/or Utility account number without your consent except for Powervine's own collections and credit reporting, participation in programs funded by the universal service fund under Ohio law, or assignment of the customer contract to another CRES provider, and except as otherwise permitted or required by law. Other personal information will be handled as required by applicable law.

8. Contract Expiration, Renewal, and Changes

IMPORTANT: IF THIS AGREEMENT IS ELIGIBLE FOR AUTOMATIC RENEWAL WITHOUT YOUR AFFIRMATIVE CONSENT, POWERVINE MAY RENEW IT ONLY IN THE MANNER PERMITTED BY OHIO LAW AND AFTER THE REQUIRED EXPIRATION/RENEWAL NOTICES. THE RENEWAL RATE OR OTHER TERMS MAY DIFFER FROM THIS AGREEMENT.

Powervine will provide the written contract-expiration notice required for Residential and Small Commercial Customers generally 45 to 90 calendar days before a contract longer than one month expires. If an automatic renewal other than month-to-month is permitted, Powervine will provide the separate renewal notice(s), rate information, cancellation instructions, and, where required, obtain affirmative consent based on the amount or existence of any early termination fee in the renewal offer. A renewal period will not exceed the initial contract period where Ohio rules so require.

If the product is structured as a fixed introductory rate that converts to a variable rate, Powervine will provide the additional notices required by OAC 4901:1-21-20, including the required timing and disclosure of the initial variable rate. Any material change to an existing contract will require proof of customer consent when Ohio rules require it.

9. Environmental Disclosure and Renewable Claims

Information concerning the approximate generation resource mix and environmental characteristics of the power supplies is incorporated into this Agreement by reference and will accompany this TOS as required. If the Contract Summary identifies a renewable-energy product or incentive, the percentage, geographic eligibility, renewable energy certificate treatment, and any other material condition must be stated in the applicable product disclosure. Electricity delivered to the premises is physically supplied from the integrated grid and is not guaranteed to originate from a particular generating facility.

10. PIPP and Eligibility Programs

Participation in the Percentage of Income Payment Plan ("PIPP") or another Utility arrearage or assistance program may affect eligibility for competitive supply. If your eligibility changes, Powervine and the Utility will process the account in accordance with applicable Ohio law and Utility procedures.

11. Complaints and Disputes

Contact Powervine first using the information below if you have a question, complaint, or billing dispute. You retain the right to make formal or informal complaints to the PUCO. Nothing in this Agreement requires a Residential or Small Commercial Customer to use arbitration or another alternative dispute-resolution process as a condition of service.

If your complaint is not resolved after you have called your electric supplier 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>.

12. Outages, Emergencies, Delivery, and PJM

Contact your Utility, not Powervine or PJM, to report an outage, emergency, downed line, meter issue, or power-quality problem. The Utility is responsible for local distribution facilities and meter data. PJM coordinates the regional transmission system and wholesale markets. Powervine is responsible for arranging competitive generation supply and for applicable PJM market/load-serving obligations; those wholesale obligations do not transfer to you as a retail market participant.

13. Force Majeure

Powervine will use commercially reasonable efforts to perform its obligations. Neither party is responsible for a failure or delay caused by an event beyond its reasonable control and not caused by its fault or negligence, including severe weather, acts of God, war, terrorism, labor disturbances, governmental orders, emergency or curtailment directives, failure or unavailability of Utility or PJM systems, or a change in governing law or regulation that physically prevents or legally prohibits performance. The affected party will use commercially reasonable efforts to mitigate the effect and resume performance.

14. Assignment and Notices

You may not assign the Agreement without Powervine's written consent. Powervine may assign the Agreement to another properly authorized CRES provider only in accordance with applicable PUCO requirements. Before a qualifying assignment, required notices will be provided to PUCO, the affected Utility, and the customer, and the assigned service will continue under the same rates, terms, and conditions established under the original contract unless otherwise permitted by law.

Notices may be provided by mail or, where allowed and where you have given the required consent, electronically. Required notices will be delivered using the method and timing prescribed by applicable law. Keep your mailing address, email address, and telephone number current with Powervine and your Utility.

15. Limitation of Liability and Warranties

To the fullest extent permitted by applicable law, Powervine is not responsible for the Utility's distribution system, outages, meter failures, or interruptions that Powervine does not cause. Any limitation of liability or warranty disclaimer in this Agreement does not waive or restrict

rights that cannot legally be waived, including rights to seek assistance from the PUCO. Powervine makes no warranty that choosing Powervine will produce savings compared with Utility default service.

16. Governing Law; Severability; Entire Agreement

This Agreement is governed by the laws of the State of Ohio and applicable federal law, PUCO rules and orders, Utility tariffs, and, as relevant to Powervine's wholesale obligations, PJM governing documents. If a provision conflicts with a nonwaivable requirement of applicable law, that requirement controls and the remaining provisions remain effective. The TOS, Contract Summary, environmental disclosure, and applicable enrollment/product attachments constitute the entire Agreement for the covered electricity supply service.

Contact Information

Powervine Energy, LLC

5051 Westheimer Rd., Ste. 1400, Houston, TX 77056

Toll-Free: 888-263-2806 | Customer Service Hours: Monday-Friday, 8:00 a.m.-5:00 p.m. Eastern Time

Email: service@powervineenergy.com | Web: www.powervineenergy.com

Ohio License/Certificate: 18-1332E