



OHIO

**ELECTRICITY SALES AGREEMENT
RESIDENTIAL AGREEMENT & DISCLOSURE**

DUKE, DAYTON, FES SERVICE AREAS

This Electricity Sales Agreement (“**Agreement**”) is entered into upon mutual acceptance between energy.me¹ (“**energy.me**”), and you.

AGREEMENT: energy.me agrees to sell to you, and you agree to buy all of your electricity requirements from energy.me. This Agreement is for electricity supply only. Your electric utility company (“**Utility**”) will continue to delivery electricity to your residence, read your meter and bill you. Your Utility will also continue to respond to any service calls and emergencies, and switching to energy.me will not impact the reliability of your electric service. energy.me¹ is licensed by the Ohio Public Utilities Commission of Ohio as a Competitive Retail Supplier (Certificate# 12-549E(1)) to sell electricity supply in Ohio.

SERVICE ADDRESS	ACCOUNT NUMBER	UTILITY	RATE (\$/kWh)	TERM

CONTACT INFORMATION	CONTACT AND BILLING INFORMATION
energy.me 224 N. Desplaines 5 th Floor Chicago, IL 60661 Attention: Jeff Olshesky Toll-Free: (855) 243-7270 Local: (312) 243-7270 Email: jeff@energy.me Fax: (312) 276-8023	Customer: Signature: _____ Date Address Line 1: Address Line 2: City, State Zip: Contact Phone: Contact Email:

PRICE: This a fixed rate pricing plan. energy.me will calculate your monthly electricity bill by multiplying (i) the price of electricity per kilowatt hour (“kWh”) by (ii) the amount of electricity used during the billing cycle. The price per kWh includes electricity supply, capacity, transmission, DC system losses, ancillary charges, and any applicable aggregator and/or broker fees. Utility distribution charges and related taxes will be itemized separately by the Utility in your bill from the Utility and are not included in this Agreement. You are responsible to pay the Utility for these charges. The price of your Utility’s standard offer service electricity rate likely will change from time to time and, therefore, energy.me cannot guarantee savings over the Utility’s rates for the entire term of this Agreement. Budget billing is available for the generation portion of your bill.

RIGHT TO RESCIND: You may cancel this Agreement, without payment of an Early Termination Fee, at any time prior to midnight of the seven (7th) business day after the date on which you enroll for electricity service from energy.me. You may do so by giving notice by phone (855-243-7270) email (customer@energy.me) or USPS written notification at 19 N. Sangamon St, Chicago, IL 60607. If you switch back to your utility, you may or may not receive the same rate, terms and conditions that applied to you previously.

TERM: energy.me will begin providing electricity supply service to you on your next regularly scheduled meter read date after your Utility switches your account(s) for the address(es) provided to us by you. The term of this Agreement is displayed herein.

RENEWAL: At least 30 but not more than 60 days before the expiration of the term of this agreement, energy.me will provide you with an offer to renew this agreement. If you choose reject this offer, you must notify energy.me in writing within 14 days of receipt of the offer. **If energy.me does not receive notification from you, this Agreement will be renewed according to the terms and conditions of the offer.**

¹ Formal name: energy.me midwest, llc, an Illinois limited liability company d/b/a “energy.me”

BILLING: You will continue to receive one bill from either Dayton or FES for each monthly billing cycle for the electricity supply service provided by energy.me and the transmission, distribution and other services provided by your Utility, each with taxes thereon. If your

local utility is Duke you will receive two bills, one from energy.me for Electricity Supply and one from Duke for the Delivery Service, Taxes and Other. You will make payment for all of these services directly to you Dayton or FES, in accordance with the payment terms stated in your Utility's tariffs, including late fees. You will make payment for Electricity Supply Services to energy.me and payment for Delivery, Taxes and Other to Duke. Should the Utility cease billing you and/or commence billing energy.me for any charges relating to you, energy.me will bill you and you will pay energy.me for all such charges, and you will be liable for all costs, including legal fees, associated with the collection of outstanding balances. You have the right, without charge, twice within a twelve month period, to request up to twenty-four months of your payment history.

AUTHORIZATION TO CHANGE PROVIDERS: You certify that you have the authority to change electricity supply providers for the account(s). By accepting this Agreement, you are authorizing energy.me to become your new Retail Electric Supplier. You authorize energy.me to act as your agent and to work with your Utility to make the switch effective.

CUSTOMER INFORMATION RELEASE AUTHORIZATION: By entering into this Agreement, you agree that your Utility may release to us certain information that we need to provide service to you, including your address, telephone number, account numbers, historical usage information and peak electricity demand. We will not give or sell your personal information, including your social security number, to any unaffiliated party without your consent unless we are required to do so by law. We may use this information for credit reporting, collections, participation in programs funded by the Universal Service Fund or assigning this contract to another CRES.

TERMINATION: Either you or energy.me may terminate this Agreement. Upon termination, you will have the option of returning to the Utility's standard offer service or choosing another electricity supplier. The effective termination date will occur on the next applicable meter read date after any applicable notice period as described below. Your obligations under this Agreement will end when your account balance is paid in full.

TERMINATION BY THE CUSTOMER; EARLY TERMINATION FEE: You may terminate this Agreement by providing 30 days' notice to energy.me. Upon early termination, energy.me will charge you, and you agree to pay, \$50.00 as an early termination. The early termination fee is not a penalty, but is designed to compensate energy.me for the cost of buying electricity in advance on your behalf. If you move from your existing premise to a new premise served by the same Utility as your old premise, during the term of this Agreement and promptly provide necessary instructions for energy.me to supply electricity to you at your new address, then energy.me will waive the early termination fee. Energy.me may also request that you provide reasonable evidence that you no longer occupy the location covered by this Agreement. In order to ensure timely processing, you should notify us at least 3 days before the requested termination date. You may terminate this contract without ETF or penalty if you move outside of the service area, or if you move to an area served by energy.me but at a different rate than described herein. In this case termination will occur upon the next meter read after you have provided 14 day notice. If you terminate this Agreement before the term of the Agreement is completed, energy.me reserves the right to deny you subsequent enrollment in any energy.me supply service.

TERMINATION BY ENERGY.ME: energy.me may terminate this Agreement (a) upon 14 days' written notice due to non-payment by you, or failure to meet agreed payment plan, or (b) upon 45 days written notice for any other reason, including a change in law or other act beyond our reasonable control and as a result of which we are no longer able to serve you. energy.me may terminate this Agreement upon 45 days' written notice effective as of the end of the then-current term, in which case the Agreement will not automatically renew. If energy.me terminates this Agreement due to non-payment by you, you shall be responsible for any applicable early termination fees and any costs or expenses, including reasonable attorneys' fees, to collect funds due to energy.me. Failure to pay your bill may result in your electric service being disconnected.

TITLE AND TAXES: Title to the electricity sold under this Agreement will pass from energy.me to you when it is delivered to your Utility. You are responsible for the payment of all transfer, sales or other taxes related to energy.me's service under this Agreement.

LIMITATION OF LIABILITY: energy.me's liability in connection with this Agreement shall not exceed the amount of your largest monthly invoice for electricity supply service from energy.me during the twelve (12) months immediately preceding termination of this Agreement. EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUES), INCIDENTAL OR PUNITIVE DAMAGES FOR CLAIMS ARISING HEREUNDER.

BINDING EFFECT; ASSIGNMENT: This Agreement constitutes a valid and binding obligation of Customer, enforceable against it in accordance with its terms, except as may be limited by general equitable principles and by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally. This agreement is assignable by energy.me without your consent subject only to any required regulatory approvals. energy.me will use commercially reasonable efforts to give you and your Utility thirty (30) days written notice prior to any assignment.

DEFAULT: Customer is in default of this contract if one of the these events is not cured within 5 days of notice (i) failure to make, when due, any payment; or (ii) Making false or misleading statements; or (iii) failure to perform any covenant; or (iv) declaring Insolvency.

CUSTOMER QUESTIONS: In the event of a billing dispute or issues regarding volume or metering, you should contact your Utility at the number listed on its bill. For other questions or concerns about pricing, you can contact energy.me at 855-243-7270 at any time of day or via email at customercare@energy.me, or by USPS at 19 N. Sangamon St, Chicago, IL 60607. If your questions have not been resolved after you have called us, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll-free) or for TTY at 1-800-686-1570 (toll-free) from 8AM to 5PM weekdays, or at www.puco.ohio.gov.

FORCE MAJEURE: energy.me will use commercially reasonable efforts to provide the service under this Agreement, 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 our obligations in whole or in part, 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 thereof. “**Force Majeure**” shall include, without limitation, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, terrorist acts, natural disasters, explosions, fires, or similarly cataclysmic occurrence, shortage or unavailability of transmission facilities, nonperformance by your 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 Agreement. We will give you reasonably prompt notice of any Force Majeure occurrence.

CANCELLATION OF EXISTING SERVICE: You are responsible for cancelling any agreements with other electric suppliers from whom you are purchasing electricity supply service as of the date of this Agreement. You are responsible for any switching fees, early termination fees or damages that may result from cancelling your existing supply agreement.

OTHER PROVISIONS: This Agreement is the entire agreement between the parties with regard to the subject matter of the Agreement and supersedes all prior agreements, either written or oral. Nothing in this agreement shall create or be construed as creating any express or implied rights in any person or entity other than you and energy.me. This Agreement is subject to all valid and applicable legislation and to all present and future orders, rules and regulations of authorities having jurisdiction over the subject matter hereof. This Agreement shall be governed by Ohio law.