



Massachusetts Residential and Small Commercial Disclosure Statement and Terms of Service

This is an agreement for electric generation service between Oasis Power, LLC *dba* Oasis Energy ("Oasis Energy" or "we") and you, for the service address or addresses set forth in your Welcome Letter or Electric Service Agreement. Together, this Disclosure Statement, including the terms of service set forth herein, and your Welcome Letter or Electric Service Agreement collectively describe your agreement with respect to your purchase of electric generation service from Oasis Energy (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Oasis Energy is licensed by the Massachusetts Department of Public Utilities to offer and supply electric generation services in Massachusetts. We set the generation prices and charges that you pay. Your Electric Distribution Company will deliver the electric generation to you. The Department of Public Utilities regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions

- Electric Distribution Company (EDC) – The public utility providing facilities for the distribution of electricity to retail customers.
- Generation Charge – Charge for production of electricity.
- Department of Public Utilities (DPU) – the Massachusetts Department of Public Utilities.
- Transmission Charge – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

Right of Rescission - You may rescind this Agreement without penalty at any time before midnight of the third business day after receiving this disclosure statement. You will have thirty days after your enrollment to cancel this Agreement without penalty.

Terms of Service

1. Basic Service Prices.

PRICE PLANS: Customer acknowledges that the price plan selected during enrollment ("Price Plan") is subject to Oasis Energy approval once your meter's service class type is confirmed by your local electric and natural gas distribution utility ("LDU" or "Utility"). Oasis reserves the right to switch your Price Plan to the appropriate plan as specified by the utility. Rates in the new Price Plan may be different than the originally contracted rate. Upon receipt of the new Price Plan's disclosures, you will have the opportunity to rescind as specified later in this document. Your contract rate and Price Plan will be disclosed to you at the time of enrollment and confirmed in your Disclosure Statement. Oasis Energy's Price Plans are described below:

FIXED RATE PRICE PLAN: You will pay the fixed rate *per kilowatt-hour* and/or *per therm*, as applicable to your plan, as specified at the time of enrollment and confirmed in your Disclosure Statement or Energy Sales Agreement. You will be billed at the fixed rate for the number for billing cycles as specified by the term of your Agreement. You may also pay a monthly administrative fee (base fee), the amount of which, if applicable, is disclosed in your Disclosure Statement or Energy Sales Agreement.

100% RENEWABLE ELECTRICITY PLAN (FIXED TERM): For our renewable energy products, Oasis Energy purchases and retires Renewable Energy Certificates ("RECs") to offset 100% of your electricity usage. We guarantee our customer's electricity usage is offset with a direct investment in 100% renewable energy from clean energy sources such as solar, wind, hydro, and/or biomass. Oasis Energy does not own any coal, oil, gas, or nuclear generation facilities. We are not the subsidiary of any company that owns coal, oil, gas or nuclear generation facilities.

100% CARBON OFF-SET GAS PLAN (FIXED TERM): For our carbon off-set natural gas products, Oasis Energy will offset 100% of the estimated amount of carbon dioxide (CO₂) emissions caused by your annual natural gas usage through the use of any approved carbon offset technology including one or more of the following: 1. Purchase and retirement of Renewable Energy Credits ("RECs") from clean sources such as solar, wind, hydro, and/or biomass. 2. Purchase and retirement of Carbon Credits through reputable standards such as The Verified Carbon Standard (VCS), The Gold Standard, The Climate Action Reserve, and/or American Carbon Registry. This ensures that an estimated equivalent of 100% of the carbon emissions caused by your natural gas usage is offset.

GUARANTEED SAVINGS PLAN: Each month of your plan, you will receive a variable price, which is calculated as a percentage discount off of the LDU's base commodity rate for electricity or natural gas supply, as applicable to your plan, in effect as of the date of your invoice. Offered discounts to variable utility rates are based upon estimated utility charges and, following first month of billing, utility adjustments. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your EFL or Energy Service Agreement. Savings are guaranteed on an annual basis.

MONTHLY VARIABLE (Month-to-Month): You will pay a monthly variable plan whereby your supply rate may vary monthly according to market conditions. The electricity rate and fees will be based on prices of electricity and capacity in the PJM market in the applicable load zone for your LDU, plus a margin adder in cents per kWh. You will pay a variable natural gas rate based first of the month inside FERC Transco Station 65 Pool Market Index, plus a margin adder in cents per therm. The gas rate will be based on then current market conditions which may include inventory, transportation costs, utility balancing charges, capacity, excess historical usage, risk assessment, and prior period adjustment.

The rate you pay Oasis Energy will include the Commodity Charge and Transmission Charge. Your price does not include applicable Maryland sales tax, use tax, local tax or gross receipt taxes imposed by Maryland State Tax Law. You are responsible for any and all taxes (whether passed through to you on LDU's bill as a separate line item or as part of the price of natural gas, as required by law, rule or regulation) and LDU charges for delivery and distribution services. Oasis Energy's prices are not regulated by the PSC. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide Oasis Energy with the necessary certificates and other documentation to qualify for such status.

2. Billing. Oasis Energy Services are only a portion of your total monthly bill for delivery of electricity. Your EDC will continue to issue a monthly bill with the same payment due date and the bill will include both Oasis Energy's charges and the EDC's delivery charges, and any other charges incurred in accordance with this Agreement. Your EDC may provide Oasis Energy your customer billing and payment information as part of the billing process. Bills will continue to be based on actual or estimated meter readings. Oasis Energy will use the same meter reading information from the EDC to derive your Generation Charges. Unless otherwise provided herein, your payment terms will be governed by the terms of the EDC's tariff. Oasis Energy does not pay or arrange for the payment of any outstanding debts owed by you to the EDC or a previous electric supplier. Late payment charges will be assessed on commercial customers for unpaid past due portions of the balance on your bill, except in cases where a bill is reasonably in dispute. Late payment charges will not be assessed on residential customers. Oasis Energy may terminate your Generation Service, following written notice, if you fail to pay your bill within 48 days of its receipt. Oasis Energy will refer your account to a collection agency 60 days following termination of service upon failure to pay all past due amounts.

3. Length of Agreement (Term)/No Guarantee of Switch Period. The Term of this Agreement is as specified on your Welcome Letter or Electric Service Agreement. With the exception of a new meter installation or special meter reading date, you will buy your electric generation service for the service addresses set forth in your Welcome Letter or Electric Service Agreement from Oasis Energy on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. Customer acknowledges that Oasis Energy cannot guarantee a switch of Customer's account by a specific date and hereby holds harmless Oasis Energy from any liability for, or arising out of, delays in this process. This Agreement shall remain in effect until you notify Oasis Energy in writing or by phone of your intent to cancel at least 30 days prior to your requested end date and until such time as the EDC completes the termination in accordance with its rules. Notwithstanding the foregoing, Oasis Energy may terminate this Agreement at end of the Term with 10 days prior notice to you sent via United States first class mail.

4. Penalties, Fees and Exceptions.

Residential customers: You may pay an early termination fee, if applicable to your plan, if you cancel or terminate this Agreement prior to the end of the Term, the amount of which, if any, will be disclosed in your Welcome Letter.

Commercial customers: You may pay an early termination fee, if applicable to your plan, if you cancel or terminate this Agreement prior to the end of the Term, the amount of which, if any, will be disclosed in your Welcome Letter.

Notwithstanding the foregoing, you may cancel this Agreement without being assessed an early termination or cancellation fee if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you. Any early termination fee may automatically be applied to your credit card or bank account depending on the automatic payment arrangements made during enrollment.

If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. Oasis Energy may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

You will be assessed a fee of \$30.00 for payments returned for insufficient funds or credit card transaction not processed due to insufficient funds or credit availability by any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card.

5. Cancellation Provisions. You may cancel this Agreement without being assessed an early termination or cancellation fee any time before midnight of the thirtieth day after the date of your enrollment. After such thirtieth business day, you may cancel this Agreement at any time by calling Oasis Energy at 1-800-324-3046, but you will be required to pay the early termination fee described in Section 4 above. You may also cancel this Agreement without penalty if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date Oasis Energy notifies your EDC. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. If for any reason Oasis Energy is no longer able to economically continue this Agreement, Oasis Energy may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of Oasis Energy if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Oasis Energy is or becomes untrue. If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the EDC until you designate another provider of electric generation service or service is shut off by the EDC. Only the EDC may shut off your electric power.

6. Agreement Expiration/Change in Terms. If you have a fixed term agreement with us and it is approaching the expiration date, or if we propose to change our terms of service, we will send you advanced notice either in your bill or in separate mailings 45 days before either the expiration date or the effective date of the changes. We will explain your options in this advanced notice, including your right to cancel this Agreement without penalty upon expiration of your fixed rate. Oasis Energy will provide written notice to you, free of charge, and a copy of any material change to this Agreement prior to the date any such change becomes effective. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective.

After notifying you of an approaching expiration, we will follow your instructions. If you do not respond to the notice, at its discretion, Oasis Energy may renew your electric generation service under the rates described in your expiration letter.

7. Information Release and Authorization. . By accepting this contract I authorize Oasis to obtain information from the utility through the term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service, and when charges under this Agreement are included on my Utility bill, billing and payment information from the Utility. I authorize Oasis to release that information to third parties who need to use or be aware of such information in connection with my electric generation service, as well as to its affiliates and business partners for marketing purposes. These authorizations shall remain in effect as long as this Agreement (including any renewal) is in effect. I may rescind these authorizations at any time by either calling Oasis at 1-800-324-3046 or providing written notice to Oasis. Oasis reserves the right to reject my enrollment or terminate the Agreement if I rescind these authorizations, if I fail to meet or maintain satisfactory credit standing as determined by Oasis, or if I fail to meet minimum or maximum threshold electricity consumption levels as determined by Oasis, if I fail to remit payment in a timely fashion, Oasis may report the delinquency to a credit reporting agency.

8. Dispute Procedures. Contact us with any questions concerning our terms of service. You may call the DPU if you are not satisfied after discussing your terms with us. DPU contact information is provided at the bottom of this Agreement for your convenience.

9. Warranties. OASIS ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. OASIS ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

11. Mandatory Arbitration. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the

time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".

12. Class Action Waiver. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

13. Miscellaneous.

(a) If Oasis Energy is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of Oasis Energy that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, RTOs, aggregators, other suppliers, qualified scheduling entities, EDCs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

(b) Your electric generation service will be provided in accordance with your existing connection requirements unless you request a change by the EDC and pay for the cost of that change. You may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric power under this Agreement will be measured at the delivery point by the EDC providing the delivery service in accordance with the terms of the applicable tariff for electric generation service. Oasis Energy and you will be bound by the measurement from the meters owned, installed, maintained and read by the EDC.

(c) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws.

(d) These Terms of Service, along with your Welcome Letter or Electric Service Agreement, constitute the entire agreement between you and Oasis Energy relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Oasis Energy concerning the subject matter of the Agreement.

(e) You may not assign this Agreement or your obligations under this Agreement without Oasis Energy's prior written consent. Oasis Energy may assign this Agreement, together with all rights and obligations hereunder, to (i) Oasis Energy's electricity supplier, or such supplier's designee, (ii) an affiliate of Oasis Energy or to any other person succeeding to all or substantially all of Oasis Energy's assets, or (iii) in connection with any financing or other financial arrangement.

(f) Any failure by Oasis Energy to enforce any term or condition of your electric generation service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

(g) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

(h) The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.

(i) Security Deposits. Non-residential customers may be required to provide a security deposit prior to initiating service.

(j) Low Income Rate Eligibility. Some residential customers may qualify for a discount on energy rates. Please contact your EDC for more information on eligibility and applications for financial assistance programs.

(k) Basic Service. Basic Service is market-priced electricity provided by your EDC provided that you do not choose a competitive supplier. Oasis Energy makes no representations beyond the expiration date of the contracted price in this Agreement as compared to Basic Service. Please contact your EDC for information on Basic Service, and the terms for returning to Basic Service. You can switch to Basic Service at any time, although you may have to pay an early termination fee as described in section 4 of this Agreement.

(l) The parties may execute the Agreement in counterparts, each of which is deemed an original and all of which constitute the same instrument.

14. Contact Information. Information regarding Oasis Energy's energy sources, energy efficiency, environmental impacts, or historical billing data is available upon request.

Electric Supplier: Oasis Power, LLC
12140 Wickchester, Suite 100
Houston, TX 77079
1-800-324-3046
MA License No.: CS-111
www.oasisenergy.com
Hours of Operation: Monday through Friday (except holidays), 9:00 a.m. to 6:00 p.m., Eastern Standard Time

Electric Distribution Company & Provider of Last Resort: Eversource
800 Boylston Street
Boston, Massachusetts 02199
1-800-592-2000
www.eversource.com

In the case of an outage, call: 1-800-592-2000

Electric Distribution Company & Provider of Last Resort: National Grid
PO Box 960
Northborough, MA 01532
1-800-322-3223
www1.nationalgridus.com

In the case of an outage, call: 1-800-322-3223

Public Utility Commission: Massachusetts Department of Public Utilities
One South Station
Boston, Massachusetts 02110
(617) 305-3500

15. Rewards Program Terms. Rewards are subject to the following terms and conditions.

For purposes of receiving incentives and 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) are in *good standing (no past-due balance owed)* during the minimum required number of days stated in the offer.

Rewards and incentives are also subject to the reward and incentive terms and conditions stated in the offer, located on our website and stated in the offer and those terms and conditions in the Terms of Service between Oasis Energy and you, including, but not limited to, all terms related to dispute resolution. Oasis Energy reserves the right to disqualify any account holder from participation in reward and incentive programs.

Massachusetts Disclosure Label

Electric Competitive Suppliers are required by the Massachusetts Department of Public Utilities (DPU) to provide customers with a disclosure label. The label enables customers to look at the energy sources, air emissions and information about the supplier in order to make a more informed choice of a competitive supplier. Consumers can compare energy labels to make the best choice based on their energy needs.

Electricity Facts for Generation Service

Generation Price	Average use per month (rate is ¢ per kWh)								
	Product	Residential				Commercial			
Average unit price in cents per kWh at different levels of use. Prices do not include regulated charges for Distribution Service.		250	500	1000	2000	1000	10,000	20,000	40,000
	Fixed	10.95 ¢ per kWh	10.95 ¢ per kWh	10.95 ¢ per kWh	10.95 ¢ per kWh				
Term: 12 Months									
Power Sources	Power Source		System Power						
The data provided in this label was obtained through the NEPOOL System Mix By Fuel report for 3rd Qtr 2017 and does not necessarily reflect the energy that Spark Energy, LLC supply. Sources of electricity supplied for the 3 months ending March 31, 2017	Biomass		2.26%						
	Coal		5.40%						
	Diesel		0.65%						
	Digester Gas		0.08%						
	Efficient Resource (Maine)		0.35%						
	Energy Storage		0%						
	Fuel Cell		0.28%						
	Geothermal		0%						
	Hydro: Large		8.00%						
	Hydro: Small		0%						
	Jet		0.01%						
	Landfill Gas		0.57%						
	Municipal Solid Waste		1.09%						
	Natural Gas		35.25%						
	Nuclear		32.21%						
	Oil		4.86%						
	Solar Photovoltaic		1.50%						
Solid Thermal		0%							
Trash-to-energy		1.90%							
Wind		3.83%							
Wood		1.77%							
Imports		0%							
						Total	100.000%		
Air Emissions	Pollutant Type		Lbs per MWh						
The air emissions listed below are produced when certain fuels are used to generate electricity.	Carbon Dioxide (CO ₂)		924.30708						
	Nitrogen Oxides (NO _x)		0.59048						
	Sulfur Dioxide (SO ₂)		0.55422						

*May not equal sum due to rounding