

## Verde Energy USA Ohio, LLC - Terms and Conditions of Service

Verde Energy USA Ohio, LLC, OH License 12-489 E (1), with a business address of 12140 Wickchester Ln., Suite 100, Houston TX 77079 (“Verde”), will supply you (“Customer”) with electricity in the service territory of your local distribution company (“Utility”), subject to these Terms and Conditions of Service (“Agreement”), which includes an agreement to ARBITRATION for any and all disputes between Customer and Verde:

1. **Price:** During the first 12 Months of service, Verde will supply electricity to Customer at a 100% renewable fixed generation rate of 7.99¢ per kWh plus \$0.00 monthly service fee. After the first 12 Months of service, Verde will supply electricity to Customer at a 100% renewable variable generation rate that may change monthly with market conditions. Verde will purchase and retire renewable energy certificates (“RECs”) or attributes to ensure that an amount equal to 100% of Customer’s electricity usage is generated by renewable sources. Customer shall also pay and be responsible for all other amounts related to the purchase and delivery of electricity, including applicable taxes and service and delivery charges from the Utility. Verde will serve only the supply portion of Customer’s electricity bill. All other services currently supplied by the Utility will continue to be supplied by the Utility. No deposit is required by Verde for service.

2. **Term:** Verde is authorized to switch Customer’s utility supplier for the generation service charge. This Agreement will start when the Utility completes Customer’s enrollment with Verde. Service with Verde will begin with the next available meter reading after processing of the request by the Utility and Verde. The Utility may charge switching fees to Customer. Customer will be responsible for the termination of any existing supplier agreement. This Agreement will continue until terminated by either Customer or Verde in accordance with this Agreement. If Customer switches back to the Utility, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility.

3. **Right of Rescission & Termination:** Residential and small commercial customers shall have the right to rescind this Agreement within 7 calendar days following the postmark date on the Utility’s confirmation notice by calling the Utility at the designated local or toll-free number or by written notice to the Utility, which is effective as of the date of the postmark. Either Verde or Customer may terminate this Agreement at any time, for any reason and without an early termination fee. Verde may terminate this Agreement on at least 14 calendar days written notice should Customer fail to pay the bill or fail to meet any agreed-upon payment arrangements. The termination will become effective when the Utility switches Customer’s account from Verde to the new supplier selected by Customer, to the Utility or to such other default provider established for Customer’s account. Termination will not relieve Customer of any payment obligations for electricity provided to Customer by Verde prior to termination.

4. **Billing:** Customer will continue to receive one monthly electric bill from the Utility. Payment is due to the Utility in accordance with its standard billing practices. Failure to pay electric utility charges may result in Customer being disconnected in accordance with the electric utility tariff. Customer has the right to request from Verde, twice within a twelve month period, up to twenty-four months of Customer’s payment history without charge. Verde will support budget billing for the generation portion of the Customer’s to the extent that CRES budget billing is supported by the Utility.

5. **Emergency:** For any service question or in the event of an emergency, such as a power failure or a downed power line, Customer should contact:

|  |              |
|--|--------------|
| Duke Energy Corporation:                     | 800-544-6900 |
| Dayton Power and Light Company:              | 800-433-8500 |
| Ohio power Company:                          | 800-672-2231 |
| Columbus Southern Power Company:             | 800-672-2231 |
| The Cleveland Electric Illuminating Company: | 800-589-3101 |
| Ohio Edison Company:                         | 800-633-4766 |
| The Toledo Edison Company:                   | 800-477-3333 |

6. **Customer Relocation:** If Customer moves to a new address within Verde’s service territory, Customer should contact Verde in order to re-enroll at the new location.

7. **Changes to Agreement:** Verde may change, modify or amend this Agreement at any time (each a “Change”). Each Change will be made by Verde in the manner required by applicable law. Each Change will be posted on Verde’s website ([www.verdeenergy.com](http://www.verdeenergy.com)), and Customer will receive individual notice of the Change if required by applicable law. Customer should review the website periodically for applicable Changes. Customer’s continued use of Verde’s products and services following a Change constitutes Customer’s acceptance of this Agreement as so Changed.

8. **Assignment:** Customer may not assign this Agreement without Verde's written consent. Verde may assign this Agreement or the revenues or proceeds due it hereunder: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding to all or substantially all of Verde's assets or business in the State of Ohio; or (d) to another supplier licensed by the Public Utilities Commission of Ohio. This Agreement is binding upon Customer and Verde, and each party's heirs, successors and permitted assigns. Verde is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for Verde's own 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 a customer contract to another CRES provider.

9. **Notice:** Subject to Paragraph 7 above, any notice will be considered to have been made if mailed or emailed to the address for Customer in Verde's records.

10. **Disputes:** Customer may contact Verde regarding this Agreement or any dispute related to this Agreement at 1-800-388-3862 Monday – Friday 8 A.M. to 6 P.M. EST. Verde will attempt to resolve the dispute in an efficient, fair and timely manner. Verde will report the results of its investigation to Customer. If your complaint is not resolved after you have called Verde and/or your 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) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Hearing or speech impaired customers may contact PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

11. **Warranty Disclaimer:** VERDE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT.

13. **Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform caused by an event of Force Majeure. "Force Majeure" means events beyond a party's reasonable control, including, without limitation, acts of God, strikes, terrorism, wars, lightning, hurricanes, blizzards, floods, civil disturbances, shortages, unavailability of transmission facilities, and actions of any governmental authority or the Utility that materially impair a party's ability to perform.

14. **Rebate:** In order to redeem the rebate offered to Customer at the time of enrollment, Customer must comply with the terms, conditions and limitations applicable to the offer, which can be found on the enclosed rebate form (if applicable), the rebate form provided at the time of enrollment or on [www.verdeenergy.com/energy-rebate](http://www.verdeenergy.com/energy-rebate). To be eligible, Customer must have enrolled with Verde directly (not any other supplier) and have an active account when the form is processed. Limit one rebate offer per enrollment, and lifetime limit of three rebate offers per account per household. Converting, renewing or switching from one Verde product to another is not considered a new enrollment, and those customers are not eligible for any additional rebates.

15. **Entire Agreement:** This Agreement sets forth the entire agreement between Customer and Verde and supersedes any oral or written statements made in connection with this Agreement. This Agreement is governed by the laws of the State of Ohio.

16. **Governing Law:** Except as provided in Paragraph 17 below, this Agreement is governed by the laws of the State of Ohio, without regard to its choice of law principles.

17. **Agreement For Mandatory Arbitration & Class Action Waiver (the "Arbitration Agreement"):**

Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of Customer's enrollment, purchase, this Agreement, or the relationship between the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between the parties, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.

Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Verde at 12140 Wickchester Ln., Suite 100, Houston TX 77079 or (2) to Customer at the

postal address on file with Verde. Both Customer and Verde agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

Right to Opt Out of this Arbitration Agreement. Customer may opt out of this Arbitration Agreement within the first 30 days after the earlier of the first time Customer (a) enrolls and begins purchasing services from Verde; or (b) signs up for any further program or service provided by Verde. Customer may also opt out of this Arbitration Agreement within 30 days after Verde notifies Customer regarding a material change to this Arbitration Agreement. Customer may opt out by sending an email to Verde at [customer@verdeenergy.com](mailto:customer@verdeenergy.com) or by sending a letter to 12140 Wickchester Ln., Suite 100, Houston TX 77079. Customer should include Customer's printed name, mailing address, and the words "Reject Arbitration."

How Arbitration Works. Either party may initiate arbitration, which shall be conducted 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"). For information on how to file a claim, copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. Arbitration shall take place in the county of Customer's residence, as determined by Customer's mailing address on file with Verde. Verde agrees to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agrees to waive any right to recover an award of attorneys' fees and costs against Customer. 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.

Waiver of Right to Bring Class Action & Representative Claims. All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the party's 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, and 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.**

Governing Law. This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the claim, the laws of the State of Ohio, without regard to its choice of law principles, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this Paragraph 17 or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, 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 Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."

18. **Privacy:** Verde's Privacy Policy governs the way Verde uses Customer's personal information. To review or obtain the current version of the Privacy Policy, please visit Verde's website at [www.verdeenergy.com](http://www.verdeenergy.com); email us at [privacy@verdeenergyusa.com](mailto:privacy@verdeenergyusa.com); or write to us at Privacy Policy Coordinator, Verde Energy USA, Inc., 12140 Wickchester Ln., Suite 100, Houston TX 77079. In general, Verde uses Customer's personal information to allow Verde to provide the products and services that Customer has chosen and to manage and develop Verde's business and operations, including informing Customer of products and services that carefully-selected third parties offer that may be of interest to Customer. Unless Customer contacts Verde and notifies Verde otherwise, by accepting electric service from Verde Customer consents to Verde collecting, retaining, using and disclosing Customer's personal information in accordance with the Privacy Policy.

The logo for Verde Energy USA features the company name in a sans-serif font. 'verde' is in green, 'energy' is in black, and 'usa' is in a lighter grey. A green swoosh underline is positioned beneath the text, starting under 'verde' and ending under 'usa'.

**VERDE ENERGY USA**

**100% RENEWABLE ENERGY OFFER**

- **VERDE ENERGY** PROVIDES ITS CUSTOMERS WITH 100% RENEWABLE ENERGY BY PURCHASING RENEWABLE ENERGY CERTIFICATES (RECs)
- RECs ARE CREATED WHEN ELECTRICITY IS GENERATED BY RENEWABLE ENERGY RESOURCES. THESE RENEWABLE ENERGY RESOURCES CAN INCLUDE POWER SOURCES SUCH AS SOLAR, WIND, HYDRO, BIOMASS, LANDFILL GAS AND OTHER RENEWABLE POWER SOURCES
- WHEN **VERDE ENERGY** PURCHASES THESE RECs THE RELATED FUNDS DIRECTLY SUPPORT THE OPERATION AND EXPANSION OF RENEWABLE ENERGY RESOURCES
- **VERDE ENERGY** COMPLETES A PERIODIC AUDIT TO ENSURE THAT IT PURCHASES ENOUGH RECs TO PROVIDE 100% RENEWABLE ENERGY TO ITS CUSTOMERS UNDER THIS OFFER

verdeenergyusa

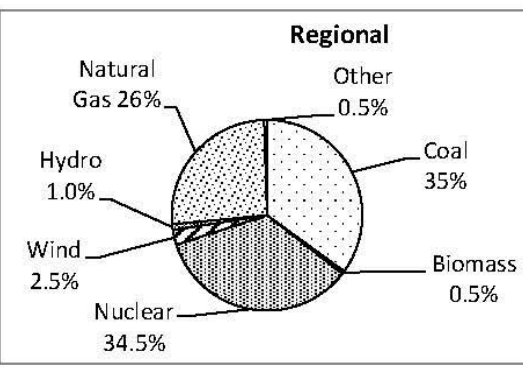
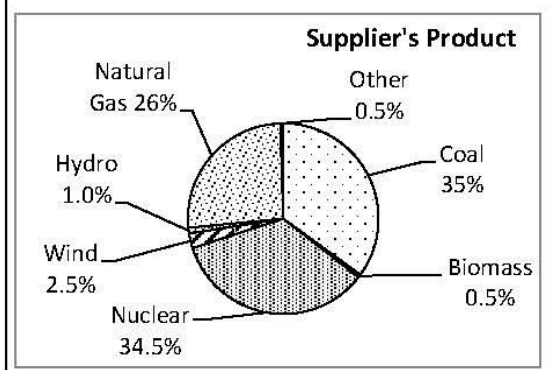
1-800-388-3862

www.verdeenergy.com



**Environmental Disclosure Information**  
**Verde Energy USA Ohio**  
**Projected Data for the 2018 Calendar Year**

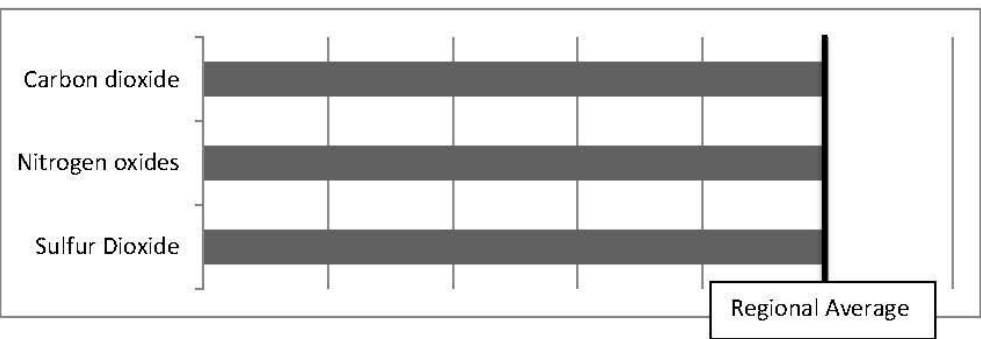
**Generation Resource Mix -**  
 A comparison between the sources of generation used to produce this product and the historic regional average supply mix.



**Environmental Characteristics-**  
 A description of the characteristics associated with each possible generation resource.

|                             |                               |
|-----------------------------|-------------------------------|
| Biomass Power               | Air Emissions and Solid Waste |
| Coal Power                  | Air Emissions and Solid Waste |
| Hydro Power                 | Wildlife Impacts              |
| Natural Gas Power           | Air Emissions and Solid Waste |
| Nuclear Power               | Radioactive Waste             |
| Oil Power                   | Air Emissions and Solid Waste |
| Other Sources               | Unknown Impacts               |
| Solar Power                 | No Significant Impacts        |
| Unknown Purchased Resources | Unknown Impacts               |
| Wind Power                  | Wildlife Impacts              |

**Air Emissions -**  
 A comparison between the air emissions related to this product and the regional average air emissions.



**Radioactive Waste -**  
 Radioactive waste associated with the product.

| Type:                        | Quantity: |                            |
|------------------------------|-----------|----------------------------|
| High-Level Radioactive Waste | Unknown   | Lbs./1,000 kWh             |
| Low-Level Radioactive Waste  | Unknown   | Ft <sup>3</sup> /1,000 kWh |

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact (Company name) at (company web address) or by phone at (company phone #).