

Residential and Small Commercial General Terms and Conditions

1. AGREEMENT TO SELL AND PURCHASE ENERGY: This is an Agreement between ResCom Energy, LLC doing business as NextVolt Energy (“NextVolt Energy” or “Seller”), an energy supplier certified by the Delaware Public Service Commission and the undersigned customer (“Buyer” or “Customer” or “you”) under which Customer shall initiate electricity supply (collectively, “Energy” or “Commodity Service”) service and begin enrollment with NextVolt Energy (the “Contract” and/or “Agreement”), which includes the these Terms and Conditions, Telephonic Enrollment, Third Party Verification, execution of the Sales Agreement and/or Web Enrollment, or required door-to-door contract and acknowledgment forms. You agree to purchase electric service from NextVolt Energy for the Account Number(s) and Service Address(es) identified by you during the Telephone Enrollment Third Party Verification, the execution of the Sales Agreement, and/or the Web Enrollment (which serves as an electronic signature all of which will be followed by written confirmation by U.S. Mail or electronic mail). Subject to the Agreement, NextVolt Energy agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the electric supply, as estimated by NextVolt Energy, necessary to meet Customer’s requirements based upon consumption data obtained by NextVolt Energy or the delivery schedule of your electric distribution utility and/or your local distribution company (“Utility”). Customer agrees to purchase all its Energy from NextVolt Energy on a firm basis. The amount of electric delivered supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by NextVolt Energy or the Utility delivery schedule. The Utility will continue to deliver the electric supplied by NextVolt Energy. Switching fees may apply to a customer under the incumbent electric company’s tariff.

2. PRICE; BILLING: Customer usage for energy delivered under this Agreement, will be measured by the Utility. Customer will receive a single invoice for both commodity service and delivery costs from the Utility and payment is due by date provided on Customer’s Utility invoice. NextVolt Energy does not charge late payment fees. If the Customer fails to pay its Utility invoice or fails to meet any agreed-upon payment arrangement, the Customer’s service may be terminated in accordance with the Utility’s tariff’s. NextVolt Energy does not offer budget billing services.

- **Price –Fixed Rate:** For fixed rate service, the price will remain the same for the duration of the Initial Term of the Agreement. Electric supplier prices are not regulated by the Delaware Public Service Commission. The price assigned to any particular individual account may vary from the price assigned to any other particular individual account, even though such accounts may be in the same utility rate class. The fixed rate shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs, related transmission and distribution charges and other market- related factors, including such factors as electricity market pricing, and other market price related factors, as determined by NextVolt Energy’s discretion, plus all applicable taxes, fees, charges or other assessments and NextVolt Energy’s costs, expenses and margins. NextVolt Energy’s charges do not include the EDC’s Distribution Charges for delivery of the electricity to the service location premises.
- **Price – Variable Rate:** For variable monthly rate service, the price shall reflect each month the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), including electricity market pricing, plus all applicable taxes, fees, charges and NextVolt Energy’s costs, expenses and margins; This Agreement does not include Utility charges. You can access the previous 24 months’ average monthly billed prices by calling NextVolt Energy at the toll free number listed in Section 21 or visiting our website at [<https://NextVOLTenergy.com/plans-pricing/delaware/>]. Note that historical pricing is not indicative of present or future pricing. NextVolt Energy’s electricity price may be higher or lower than the utility’s price in any given month, and there is no guarantee of savings.

3. TERM: This Agreement shall commence as of the next available meter reading after processing of the enrollment by the Utility and NextVolt Energy and shall continue for the term set forth in the Agreement (the “Initial Term”). See also Section 6 below.

4. CONTRACT AMENDMENT: In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in NextVolt Energy incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, with your affirmative consent, be assessed in your monthly bills for service as additional pass-through charges, to the extent permitted by applicable rules.

5. RESCISSION AND TERMINATION BY CUSTOMER: Residential and small commercial customers may rescind the Agreement within three (3) business days without penalty. The rescission period begins either: (a) when you sign the Agreement; (b) when you transmit acceptance of the Agreement electronically; or c) when you receive the Agreement and this contract summary, if received by mail. There shall be a rebuttable presumption that an Agreement and contract summary correctly addressed to a residential or small commercial customer with sufficient first-class postage attached shall be received three (3) days after it has been properly deposited in the United States mail. You may contact NextVolt Energy or your EDC to rescind this enrollment. You may contact your Utility at the contact information contained in Section 21 below. This Agreement shall not be legally binding upon the Customer until the three (3) business day rescission period has expired, and the Customer has not, directly or indirectly, rescinded his or her Agreement. After the expiration of the rescission period, for residential customers there are no early termination fee for cancelling fixed rate and variable price products. Commercial customers who cancel their Agreement prior to the expiration of the Initial Term, will be liable for an early termination fee equivalent to the multiplication of the (i) difference between the fixed rate and the calculation by NextVolt Energy of the fixed rate at the date of cancellation; and (ii) the estimated Energy volumes for the remainder of the Initial Term using the actual volumes received by Customer for the prior twelve (12)- month period as the Energy volumes used in determining damages, plus, all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

6. RENEWAL: When receiving electric supply service on a month-to-month basis, the Customer may provide written notice of termination or call NextVolt Energy at: 1-877-473-7266 or call their Utility to be returned to the Utility for further service. For fixed term products, residential and small business Customers will be notified of the pending Agreement expiration forty-five (45) days before the Agreement expires. Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis on a variable rate without Customer's affirmative consent even when there is a change in the rate or other terms and conditions.

7. TERMINATION: During the Initial Term, NextVolt Energy reserves the right to terminate this Agreement at the end of any term for any reason upon thirty (30) days written notice to Customer at the Service Address you provided. In addition to any other remedies it may have, NextVolt Energy may terminate this Agreement if Customer fails to pay each invoice in full within twenty (20) days of the invoice date, upon thirty (30) days written notice to Customer. This Agreement shall automatically terminate without penalty if the requested service location is not served by the Utility, residential and small commercial customers move outside the Utility service area or to an area not served by NextVolt Energy, disability that renders the Customer of record unable to pay for NextVolt Energy's service and/or the Customer of record's death. Residential and small commercial customers may cancel this Agreement by contacting NextVolt or its EDC. There are no early termination fees if residential customers cancel their Agreement prior to the expiration of the Initial Term. Commercial customers who cancel their Agreement prior to the expiration of the Initial Term and do not meet the requirements above for termination without penalty, will be liable for an early termination fee equivalent to the multiplication of the (i) difference between the fixed rate and the calculation by NextVolt Energy of the fixed rate at the date of cancellation; and (ii) the estimated Energy volumes for the remainder of the Initial Term using the actual volumes received by Customer for the prior twelve (12)- month period as the Energy volumes used in determining damages, plus, all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

8. EFFECT OF TERMINATION: If NextVolt Energy terminates this Agreement early, Customer will be returned to the Utility unless Customer selects a different third-party supplier. The effective termination date will be on the next applicable meter read date. If Customer voluntarily returns to the Utility after choosing a retail energy supplier or opt-in governmental aggregator, the Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility.

9. CANCELLATION: Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to two (2) billing cycles for Customer to return to the Utility for commodity supply service, and Customer is liable for all NextVolt Energy charges until Customer's switch to the Utility or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the Utility or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided.

10. ENVIRONMENTAL CHARACTERISTICS & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by NextVolt Energy is available at nextvoltenergy.com

11. AGENCY: Customer hereby designates NextVolt Energy as agent to; (a) arrange and administer contracts and service agreements between Customer and NextVolt Energy and those entities including the PJM Regional Transmission Operator ("PJM") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the Utility for the delivery of electricity to the Sales Point and the Customer's end-use premises. NextVolt Energy, as agent for the Customer, will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the Utility and in response to information provided by the Utility. The Sales Points for the electricity will be a point at the PJM NextVolt Energy load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

12. DELIVERY POINT, TITLE AND TAXES: Customer and NextVolt Energy agree that title to, control of, and risk of loss to the electricity supplied by NextVolt Energy under this Agreement will transfer from NextVolt Energy to Customer at the Sales Point(s).

13. WARRANTY: This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and NextVolt Energy. NextVolt Energy makes no representations or warranties other than those expressly set forth in this Agreement, and NextVolt Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

14. FORCE MAJEURE: In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's Utility or NextVolt Energy's transportation capacity, or Customer's Utility appropriation of electric etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electric under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event. If a due to a change in market conditions, NextVolt Energy wishes to lower the price charged to customer under an existing contract, it may to do without consent provided there are no other charges to the terms and conditions of the Agreement.

15. LIABILITY: The sole remedy in any claim or suit by Customer against NextVolt Energy will be direct, actual damages limited to the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months. Customer waives all other remedies at law or in equity. IN NO EVENT WILL EITHER NEXTVOLT ENERGY OR CUSTOMER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

16. MEASUREMENT: Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of Energy to be those values reported by the Utility.

17. DISPUTE RESOLUTION: In the event of a billing dispute or a disagreement involving NextVolt Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact NextVolt Energy by telephone or in writing as provided in Section 21 below. Additionally, you may contact the Delaware Public Service Commission at 861 Silver Lake Blvd., Cannon Building, Suite 100, Dover, DE 19904 and at 31-800-282-8574. You may contact the Delaware Public Advocate's Office at 29 South State Street, Dover, DE 19904, and toll-free at 1-888-607-2427, or by email at public.advocate@state.de.us. If there is a good faith dispute concerning an unpaid bill or bills, termination of service will not take place pending determination of the dispute, provided the EDC is notified of the existence of the dispute prior to actual termination.

18. ASSIGNMENT: Customer may not assign its interests in and obligations under this Agreement without the express written consent of NextVolt Energy. NextVolt Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the Delaware Public Service Commission. NextVolt Energy will provide at least thirty (30) days notice prior to the effective date of any assignment.

19. TELEPHONE COMMUNICATION: By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from NextVolt Energy, its affiliates and/or assigns, at the telephone number(s) you provide to NextVolt Energy, its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

20. INFORMATION RELEASE AUTHORIZATION: Customer authorizes NextVolt Energy to obtain and review information regarding the Customer's credit history from credit reporting agencies, and the following information from the Utility: consumption history, billing determinant, credit information, public assistance status, and data applicable to cold weather periods under PSL 32 (3); and information pertaining to PSL 33, tax status and eligibility for economic development or other incentives. This information may be used by NextVolt Energy to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to NextVolt Energy or calling NextVolt Energy at 1-877-473-7266. NextVolt Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

21. CONTACT INFORMATION: Customer may contact NextVolt Energy Service Contact Center 1-877-473-7266, Monday through Friday 9:00 a.m. - 7:00 p.m. Central (contact center hours subject to change) or write to NextVolt Energy at: 111 Congress Avenue, Suite 500, Austin, TX 78701 or by email at customerservice@nextvoltenergy.com. You may visit us online at www.nextvoltenergy.com. Customer service number for the utility is provided below:
Delmarva Power & Light Company 1-800-898-8042

22. EMERGENCY SERVICE: In the event of an electric power outage or other emergency, please use the

following toll-free number to directly contact your Utility:
Delmarva Power & Light Company 1-800-898-8042

23. CHOICE OF LAWS: Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Delaware. This Agreement shall be construed under and shall be governed by the laws of the State of Delaware without regard to the application of its conflicts of law principles.

24. PARTIES BOUND: This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

25. INTENTIONALLY LEFT BLANK

26. FORWARD CONTRACT: Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code (“Code”); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Seller is not a “Utility” as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.

27. COMMUNICATIONS WITH CUSTOMER. Customer acknowledges that NextVolt Energy may send communications to Customer at the Customer’s email address provided by the Customer in this Agreement. If Customer does not consent to receive communications by email, Customer may contact NextVolt Energy at the information provided above. Customer agrees and acknowledges that the information associated with the Account(s) hereunder, including but not limited to usage data, the local utility issued account numbers, service address and any other such information contained in this Agreement are not considered confidential or protected information. Therefore, NextVolt Energy is authorized to send unencrypted email messages to Customer and/or Customer’s authorized agent or representative which email may include a copy of this Agreement or other Account(s) related information necessary for NextVolt Energy to perform its obligations under this Agreement.