

Rate	Initial Term	Early Termination Fee

Agreement for Service. The Welcome Letter and these Terms of Service, and any Renewal Notice (collectively, the “Agreement”) describe the agreement between you, the “Customer” and nTherm, LLC to supply your location(s) with all the energy you need subject to the eligibility requirements of my Electric Distribution Utility (“EDU”), and acceptance by nTherm, LLC. nTherm, LLC has been certified by the Public Utility Commission of Ohio (“PUCO”) to act as an Energy Service Company and has entered into a service agreement with the EDU. nTherm, LLC is a certified Retail Supplier and not the EDU. Our PUCO certificate number is 18-1330E(1). nTherm, LLC sets the generation prices and charges that you pay. The price of energy found in this agreement are not regulated by the PUCO. The PUCO regulates distribution prices and services. The Federal Regulatory Commission regulates transmission prices and services. You will receive a single bill from your EDU for both their charges and nTherm, LLC charges. You are fully authorized to enter into this agreement and are at least 18 years old.

Right of Rescission. Customer may rescind this Agreement within 7 calendar days following postmark date on the electric utility’s confirmation notice. The Right of Rescission applies only to switches to nTherm and not to renewals.

Term. nTherm will begin supplying Customer’s electricity when the EDU switches your account to nTherm at the next available meter reading date. Service shall continue for the period of time indicated above (the “Initial Term”). If Customer does not notify nTherm they wish to terminate, the Agreement will automatically renew at a month-to-month Variable Rate Plan which may involve a change in the rate or other terms and conditions.

Pricing. Customer’s rate plan will be above. Customer’s bill for electric supply will be calculated by multiplying the applicable monthly rate by the amount of electricity consumed during the billing period, as determined by the EDU.

1. Fixed Rate Plan. The rate per kwh, is as indicated above and will not change during the Initial Term.
2. Variable Rate Plan. The rate per kwh may be adjusted monthly to reflect market conditions, including cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges. Service continues on a month to month basis and may be cancelled by the Customer at any time without penalty.

Rates exclude EDU transmission costs (which are additional) and applicable state and or local taxes, which will be billed by the EDU. If, due to a change in market conditions, nTherm, LLC wishes to lower the price charged to you, we may do so without consent provided there are no other changes to the contract.

Billing. You will receive a single bill from the EDU for EDU delivery charges and nTherm electricity charges. Customer will not be required to pay a deposit to or otherwise establish credit with nTherm. Customer must pay EDU bill as directed. If Customer does not pay the bill, Customer may be subject to disconnection in accordance with the electric utility tariff, nTherm may terminate this Agreement upon 14 days advance notice, and Customer will be subject to a late payment fee of the lower of 1.5% per month or the highest amount permissible under applicable law. nTherm does not offer budget billing. All returned checks will be subject to the maximum fee allowed by law.

Cancellation. You may cancel this agreement at any time by calling us or contacting us through our website. If Customer cancels this Agreement after the Rescission Period but before the expiration of the Term of the Agreement, an Early Termination Fee may be applicable. The amount of the Early Termination Fee will be disclosed above. The Early Termination Fee is not a penalty but is designed to compensate nTherm for the cost of buying electricity for the Customer in advance. Customer remains responsible for all charges until the EDU transfers the Customer’s account to another supplier or to the EDU. Customer may terminate the Agreement without penalty due to relocation to a different EDU service area. A customer switching back to their EDU for electricity may or may not be served under the same rates, terms, and conditions that apply to other customers served by the EDU.

Environmental Disclosure. Company will provide regularly updated environmental disclosures regarding the known sources of electricity and emissions. These disclosures will be available at: <https://www.ntherm.com>.

Other Disclosures. Customer may request, twice within a twelve month period, up to 24 months of payment history for services rendered by nTherm, without charge.

Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of nTherm. nTherm may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier or other entity as authorized by the PUCO.

Information Release Authorization. By entering into this agreement, you agree that your EDU may release to us certain information that we need to provide you with service, including but not limited to your address, telephone number, historical usage information, and peak electricity demand. This authorization will remain in effect during the Term of this Agreement. nTherm is prohibited from disclosing a customer’s social security number and/or account number(s) without the customer’s consent except for nTherm’s own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another competitive retail electric service provider.

Dispute Resolution. Customer may call nTherm with any questions or concerns about this Agreement or service from nTherm. nTherm will respond to all complaints in good faith and will make every effort to address the concern. 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 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>. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

Agency. Customer hereby appoints nTherm as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's energy needs, and (ii) arranging, contracting for and administering transportation and related services over interstate transmission facilities and those of the EDU needed to deliver electricity to the Customer's premises.

Severance. If a court or regulatory agency of competent jurisdiction deems any provision of this Agreement to be invalid, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

Warranty. This Agreement, including applicable attachments, constitutes the entire Agreement between Customer and nTherm. nTherm makes no representations or warranties other than those expressly set forth in this Agreement, and nTherm expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

Force Majeure. nTherm will make commercially reasonable efforts to provide electricity hereunder but does not guarantee a continuous supply to Customer. Certain causes and events out of the control of nTherm ("Force Majeure Events") may result in interruptions in service. nTherm will not be liable for any such interruptions caused by a Force Majeure Event, and is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the EDU, changes in laws, rules, or regulations of any governmental authority or any other cause beyond nTherm's control.

Liability. The remedy in any claim or suit by Customer against nTherm will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either nTherm 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.

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 Ohio. This Agreement shall be construed under and shall be governed by the laws of the State of Ohio without regard to the application of its conflicts of law principles.

Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on nTherm's net income, shall be paid by Customer, and Customer agrees to indemnify nTherm and hold nTherm harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

Changes in Law or Regulation. If at some future date there is a change in any law, rule, regulation or pricing structure whereby nTherm is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion nTherm shall have the right to cancel this Agreement on 15 days' notice to Customer.

Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

Contact Information. Customer may contact nTherm's Customer Service Center at (888) 865-3402, Monday-Thursday 8:30 a.m. - 5:00 p.m. EST, Friday 8:30 a.m. - 4:30p.m. <https://www.ntherm.com> Customer may email nTherm at choice@ntherm.com. By mail at 1321 Upland Dr #19675, Houston, TX 77043.

EDU Contact Information. You should contact your EDU in case of emergency. Contact numbers are listed below:

EDU/PUCO	Address	Phone
AEP Ohio	1 Riverside Plaza, Columbus, OH 43215	(800) 672-2231
Duke Energy Ohio	1000 E Main Street, Plainfield, IN 46168	(800) 544-6900
Public Utilities Commission of Ohio	180 E Broad St, Columbus, OH 43215	(800) 686-7826