TERMS OF SERVICE FOR RESIDENTIAL NATURAL GAS SUPPLY

We appreciate your business. This document is a contract between us, NRG Home, and you that allows us to switch your natural gas supply account to our service. It describes the nature of our service with you and provides important information for you to be aware of. We will begin supplying your natural gas under this contract, but your utility will continue to be responsible for delivering your natural gas and sending you a bill for both of our services.

Customer Disclosure Statement	
Product	**Fixed Term Natural Gas Supply**
Price for Your Electricity	You'll receive a fixed natural gas supply price of $X.XXXXX per [therm][ccf][mcf] for the first [xx] bills. This price will be no greater than 5% above your local utility's applicable 12-month trailing monthly energy supply rate, as posted on the New York State Department of Public Service website (dps.ny.gov) in case number 15-M-0127 (or if not posted there, as made available publicly by your local utility). At the end of the term, you will be switched to your local utility's basic gas supply service unless we obtain your affirmative consent to continue for another term.
Price Changes	During the term of a fixed price plan, we reserve the right to change the price to recognize regulatory changes made by a duly constituted governmental authority or independent system operator and we will provide you with 30 days' written notice of any such change to the fixed price. The change will only be effective once we provide the above notice and also receive your affirmative consent.
Length of Your Commitment	**<<x>> Months. At the end of the term, your natural gas supply service will be switched to your local utility's basic gas supply service unless we obtain your affirmative consent to continue for another term.** We will begin providing service to you after your utility processes our request to switch your service. The switch will not occur before the expiration of your "Right to Rescind" period.
Your Right to Rescind	You have 3 business days to rescind this contract. This is called your "Right to Rescind" period, which means you will not start service with us until after this period. You can call us toll-free to cancel at 1-855-500-8703.
Your Right to Cancel	Once service has started, you may cancel by contacting us. It may take one or two billing cycles before the cancellation is finalized, depending on your utility's timeframes.
Applicable Fees	None. No early termination fees or other fees.
Renewal	**This contract does not renew automatically at the end of the term**. At the end of the term, your natural gas supply service will be switched to your local utility's basic gas supply service unless we obtain your affirmative consent to continue for another term.
Savings Details	Savings are not guaranteed nor implied with this contract and our price may be higher than the supply rate charged by the utility or other suppliers.

Note on Dispute Resolution: This contract limits the circumstances under which you can bring a dispute to court, and does not permit class actions or a jury trial. Review the section "Customer Complaints and Dispute Resolution" below for details.

A. Important Information

Length of Your Commitment: Fixed term, for the number of months specified in the Customer Disclosure Statement. At the end of the term, your natural gas supply service will be switched to your local utility's basic gas supply service unless we obtain your affirmative consent to continue for another term. We will begin providing service to you after your utility processes our request to switch your service. The switch will not occur before the expiration of your "Right to Rescind" period.

Price:
You'll receive a fixed natural gas supply price of $X.XXXXX per [therm][ccf][mcf] for the first [xx] bills. This price will be no greater than 5% above your local utility's applicable 12-month trailing monthly energy supply rate as posted on the New York State Department of Public Service website (dps.ny.gov) in case number 15-M-0127 (or if not posted there, as made available publicly by your local utility). For your reference, our prices include generation charges, but they do not include any utility distribution charges or other utility fee or charge.

Our current and historical prices are not an indicator of our future prices and we do not guarantee any savings. Our prices may be higher than your utility's supply rate.

Applicable Fees: *None.* We will not charge you an early termination fee or other fees. If you are currently in a contract with another supplier, the request to switch you to our service will automatically cancel your service with the other supplier. You are responsible for any penalties the other supplier may charge.

Right to Rescind: You have the "Right to Rescind" this contract for three business days, which means you can cancel your request to switch your service and never start service with us. You will receive a Welcome Confirmation from us, which will include this contract, and you will have until midnight of the third business day after receipt of the Welcome Confirmation to rescind this contract by contacting us at the telephone number or email address listed below. This contract is not binding until your "Right to Rescind" period has ended with no action on your part to rescind the contract.

Your Right to Cancel: You may cancel this contract without having to pay any cancellation fee by calling us at our contact information listed below. We will request that the utility cancel your service with us, but the utility controls the effective date of your cancellation. The effective date is usually the next date that your meter is read after the utility has processed our request to cancel your service with us.

Our Right to Cancel: We have the right to cancel this contract for any reason as long as we give you fifteen days' written notice, but if we are canceling the contract due to your conduct or your breach of this contract, you will have an opportunity to fix this condition within the fifteen days. Your utility will control the effective date of our cancellation request, but this is usually the next date that your meter is read. If your utility terminates your service, this contract will be automatically cancelled.

Your Authorization to Release Your Information: By entering into this contract, you authorize us to act on your behalf under your utility's tariffs in accordance with the rules and regulations of the state public utility commission ("PUC") where you take service. You further acknowledge that this contract provides authorization for your local utility to release all information regarding your energy supply account(s) to us so we can provide the services described herein. This information may include, but is not limited to, usage information, billing determinants, bill cycle, budget billing status, address, account type, tax exemption status, rate service class, load profile, demand data, meter number, special account exceptions, public assistance status, existence of medical emergencies or disability, tax status and eligibility for economic development or other incentives, standard service status, electronic interval data when available, credit information when applicable, and all other data and information permitted by law to be disclosed to us to provide our services.
We also obtain information about you as outlined in our privacy policy (posted on our website) such as when you voluntarily provide personal information to us, use our website or mobile

applications, or when we add information about you to your account profile from publicly available sources.
We will maintain the confidentiality of your personal information including your name, address, telephone number, email, account numbers, electric usage and historic payment information as required by applicable PUC regulations as well as federal and state laws. Our use and sharing of your information will be consistent with the purposes and uses disclosed in our privacy policy, as amended from time to time and posted on our website. Your information may be disclosed if required by law, such as pursuant to a lawfully issued subpoena or other legal process. Further, you understand that your information may be disclosed to an affiliate or a third-party to provide services or products to you, and any disclosure of such information will be made under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to you or improved products to us. This authorization also allows us to contact you about our other products and services and to share information about your account with any designated rewards partner or with any affiliate, third-party vendor or marketing partner we use to provide services and rewards to you. We reserve the right to share your information with our affiliates and marketing partners, to the extent permitted by law and/or as authorized when you provide your consent.
If you do not wish for us to use or share information about your account in the manner described above, you may cancel this contract by calling us at our contact information listed herein.

Consumer Protections:

Consumer Protections: The services provided by NRG Home to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and other applicable requirements including the NYS Home Energy Fair Practices Act (HEFPA (for residential customers). NRG Home will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of nonpayment of any charges owed to NRG Home a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting NRG Home at 1-855-500-8703 or the DPS at 1-800-342-3377 (General Helpline), or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: http://www.dps.ny.gov. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728 (ESCO Hotline)."

Electronic Communication: If you provide us with your Email address, you are consenting to this contract and other forms of communication being provided to you in electronic form and you must provide us with any update to your valid Email address should it change. You are required to notify us of any change in Email address and/or any withdrawal of consent for the electronic transmission of contracts or other customer information. If you enroll electronically, please note that our website and application is best viewed in Internet Explorer 9.0 or higher.

Billing: Your local utility is responsible for sending you a bill that includes the charges for our service and charges for the utility's service. The bill that the utility sends should include a separate line item for our service. Under this contract, you agree to pay your utility directly for our service. Your utility has the right to disconnect service for any unpaid charges, including our charges.

You also agree to review your bills in a timely manner, and if there are any inaccuracies with the portion of the bill for our services, you agree to notify us within ninety days after the date of the bill. If we do not hear from you, you are agreeing that the billed amounts are correct and you are waiving any right to dispute the billed amounts to the extent permitted by law.

Taxes: Any applicable tax charges are included on the one bill you will receive from your utility. If you are exempt from any taxes, you are responsible for requesting an exemption by filing

all required documentation with us and/or your utility.

Contract Details:
Our full, legal name is Reliant Energy Northeast, LLC d/b/a NRG Home, but we have used "NRG Home", "we", "us", or "our" to refer to ourselves for the purposes of this contract. We use "you" or "your" to refer to you, the customer.

This contract is for the sale and purchase of all of your electricity for the residential account(s) listed in your Welcome Confirmation (letter or email). By entering into this contract, you are authorizing us to take the steps necessary to switch your electricity supply service to us, and you agree to appoint us as your agent to acquire the necessary information to meet your needs as required by your "utility", which we use to refer to your local distribution company. We are not your utility. Your utility is responsible for the delivery of electricity to you and will respond to leaks and emergencies. This contract and the Welcome Confirmation (letter or email) you received create your entire contract with us and replace any prior oral or written statements or representations.

Insolvency: You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Contract Changes: If we propose a material change to the terms of this contract, we will notify you in advance and, if required by law, obtain your consent to the change. We will not change or alter the waiver of jury trial provision under any circumstances, and any changes to this contract must be made in writing.

Customer Complaints and Dispute Resolution:

Dispute Resolution: The services provided by NRG Home to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and other applicable requirements including the NYS Home Energy Fair Practices Act (HEFPA)(for residential customers). In the event of a billing dispute or a disagreement involving NRG Home's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact NRG Home by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") or calling the DPS at 1-800-342-3377. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

THE EXCLUSIVE MEANS FOR RESOLVING DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT IS THROUGH THE CONSUMER COMPLAINT PROCEDURES ENACTED PURSUANT TO THE HOME ENERGY FAIR PRACTICES ACT (HEFPA) (16 N.Y. Comp. Codes R. & Regs. § 12), AND YOU WAIVE ANY RIGHT TO FILE ANY ACTION OR SUIT BEFORE ANY COURT OF LAW, EXCEPT AS MAY BE PERMITTED PURSUANT TO ARTICLE 78 OF THE NEW YORK CIVIL PRACTICE LAW AND RULES (Article 78).

Class Action Waiver and Waiver of Jury Trial: BY ENTERING INTO THIS CONTRACT, YOU AND WE ARE GIVING UP THE RIGHT TO SEEK REMEDIES IN COURT AND FILE OR PARTICIPATE IN CLASS OR COLLECTIVE LEGAL ACTIONS, AND THE RIGHT TO A JURY TRIAL, OTHER THAN AS MAY BE PERMITTED BY HEFPA OR ARTICLE 78.

Arbitration Alternative: IF A COURT OR THE NYPSC DETERMINES THAT THE PROVISION IN THE "CUSTOMER COMPLAINTS AND DISPUTE

RESOLUTION" SECTION ABOVE RELATING TO THE EXCLUSIVE MEANS OF RESOLVING DISPUTES IS INVALID, VOID, UNENFORCEABLE, INAPPLICABLE OR OTHERWISE DEFECTIVE, THEN ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING, TO OR IN CONNECTION WITH THIS CONTRACT, SHALL EITHER BE (i) FINALLY RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA CONSUMER ARBITRATION RULES, OR (ii) AT THE ELECTION OF EITHER PARTY, BROUGHT IN NEW YORK SMALL CLAIMS COURT ("SMALL CLAIMS COURT"), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF THAT COURT'S JURISDICTION.

THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. THE ARBITRATOR CAN AWARD THE SAME DAMAGES AND OTHER RELIEF THAT A COURT CAN AWARD. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. IF YOU FILE FOR ARBITRATION, THE AAA RULES LIMIT THE FEES AND COSTS THAT YOU WILL PAY TO THE AAA AND ARBITRATOR. YOU WILL STILL BE RESPONSIBLE FOR YOUR OWN LEGAL FEES AND COSTS, AS IF YOU WERE IN COURT, BUT THE ARBITRATOR MAY AWARD YOU THOSE FEES TO THE EXTENT AUTHORIZED BY LAW. THE ARBITRATION WILL BE HELD IN NEW YORK IN A LOCATION DETERMINED BY THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO HIS OR HER JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION PROVISION, AS WELL AS THE CLASS ACTION WAIVER SET OUT ABOVE.

COPIES OF THE AAA CONSUMER ARBITRATION RULES AND ADDITIONAL INFORMATION ABOUT ARBITRATION ARE AVAILABLE AT THE AAA'S WEBSITE: HTTPS://WWW.ADR.ORG/RULES.

AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF A COURT OR THE AAA DETERMINES THAT THE PRECEDING SENTENCE PROHIBITING CLASS ARBITRATION IS INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE.

THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

PARTICIPATION IN APP OR LOW INCOME UTILITY ASSISTANCE PROGRAMS:
Participation in the Assistance Program Participant ("APP") program or any utility low income assistance program administered by your utility affects your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved or enrolled in APP or any such utility low income assistance program and that if you subsequently become approved for APP or any such utility low income assistance program, you understand that NY PSC regulations require you to be de-enrolled at the expiration of your existing agreement.

CONTACT INFORMATION:

NRG HOME:
We are deemed eligible to provide natural gas supply by the NYPSC.

Internet address: www.picknrg.com
Mailing address: P.O. Box 38781
Philadelphia, PA 19104
Email address: Support@nrghomepower.com
Telephone number: 1-855-500-8703

YOUR UTILITY:

If you experience an outage, leak or other emergency, a problem with your meter or any other service need, please contact your local utility at the emergency number below.

Central Hudson: 1-800-527-2714

Con Edison: 1-800-752-6633

National Grid (Niagara Mohawk): 1-800-642-4272

National Grid (Metro NY): 1-718-643-4050

New York State Electric & Gas: 1-800-572-1131

Orange & Rockland: 1-877-434-4100

Rochester Gas & Electric: 1-800-743-1701

NEW YORK PUBLIC SERVICE COMMISSION:
Internet address: www.dps.ny.gov
Mailing address: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223
Telephone number: 888-697-7728

B. Other Important Information

Assignment: We may sell, transfer, pledge or assign the accounts, revenues or proceeds associated with this contract in connection with any financial contract, and we may assign the rights and obligations under this contract to another energy supplier consistent with applicable law. You may not assign this contract.

No Reliance: You acknowledge that (1) you are not relying on any advice, statements, recommendations or representations of ours other than the written representations in this contract; (2) that you consulted with your own advisors to the extent you deemed necessary; and (3) that you understand the risks of entering into this contract, including the risk that our prices may be higher than your utility's rates. You acknowledge that you are capable and willing to assume those risks (whether financial, economic or otherwise) and that you have made your own decision to enter into this contract.

TITLE: All natural gas sold under this Agreement shall be delivered to a location considered the "Point of Delivery", where gas first enters the interstate pipeline. Title to, and risk of loss of the natural gas will pass from us to you at the Point of Delivery. If you request, we will act as your agent and arrange transportation of natural gas from the Delivery Point(s) to the respective utility's City Gate. We will indemnify and hold you harmless from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas provided hereunder.

Force Majeure: We will use commercially reasonable efforts to provide energy supply to you pursuant to this contract, but we do not guarantee a continuous supply of energy commodity. Certain Force Majeure events outside of our control may cause interruptions in service. If a Force Majeure event prevents us from performing any of our obligations in any way, 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. "Force Majeure" includes, without limitation, acts outside of our control, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, cyberattack on us or any portion of the utility system we rely on to provide you service, terrorist acts, pandemics, full or partial governmental shutdown or issuance of stay-at-home order, natural disasters, explosions, fires, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units, storage or transmission facilities or nonperformance by your local utility that materially impairs our ability to perform our obligations under this contract. We will give you reasonably prompt notice of any Force Majeure occurrence.

Severability: In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected shall remain in full force and effect.

LIMITATIONS ON WARRANTY AND DAMAGES: THE ENERGY SUPPLY PROVIDED UNDER THIS CONTRACT WILL MEET THE QUALITY STANDARDS OF YOUR UTILITY. YOU UNDERSTAND AND AGREE THAT THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR

IMPLIED, ASSOCIATED WITH THE SERVICE PROVIDED BY US. WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING FROM SUCH INTERRUPTIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. WE WILL BEAR NO LIABILITY TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OR LOST PROFITS. THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE HARM OR LOSS, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

Regulatory Changes: This contract is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority or independent system operator having jurisdiction over this contract or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this contract including, but not limited to price, we shall have the right to modify this contract to reflect such Regulatory Change (including by adjusting the price to reflect any increase in our costs as result of such Regulatory Change) by providing 30 days' written notice of such modification to you. If you have a fixed-price contract and we are proposing to modify the price as a result of a Regulatory Change, the change will only be effective once we provide the above notice and also receive your affirmative consent.

Other Provisions: This contract is made and shall be construed in accordance with the laws of New York. There are no third party beneficiaries to this contract. This contract is binding upon us and you, as well as any successors or legal assigns. Failure to exercise any right we have under this contract should not be considered as a waiver of the right to exercise any such right at a later date. The headings and Summary of Important Information chart in this contract are for reference only and do not affect the interpretation of this contract.

NRG-NY-FXGAS-01312023