SIMPLEFLEX PLAN
TERMS AND CONDITIONS

Introduction: This is an Agreement for Electric Generation Service from XOOM Energy Pennsylvania, LLC ("XOOM " or "Company" or "us""). This Disclosure Statement/Terms and Conditions, and the accompanying Contract Summary set forth the terms and conditions of your agreement with XOOM for electric generation supply. XOOM is licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. XOOM's license number is A-2012-2283821. Your generation prices and charges will be set by us. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will continue to receive your bill from your Electric Distribution Company (EDC) that will contain your EDC's charges and your charges from XOOM Energy Pennsylvania, and your EDC will continue to provide all emergency repairs and services.

Service & Term: The Term of this Agreement will begin with your first meter read by your EDC after your enrollment is accepted, and will continue on a month-to-month basis until terminated by you or XOOM.

Acceptance of Enrollment:These terms and conditions are subject to you meeting all requirements of XOOM and your EDC to become enrolled with XOOM. You will be promptly notified with confirmation of your switch to XOOM in writing.

Right of Rescission:You may cancel this Agreement with XOOM at any time within three (3) business days of your receipt of your disclosure statement ("Cancellation Period") without penalty or cancellation fee by calling XOOM Energy Pennsylvania, LLC at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com or by contacting your EDC. This Agreement does not become a legally binding contract until the cancellation period has expired.

Definitions:

- Generation Charge – Charges for production of electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission.
- Transmission Charge – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company. The Federal Energy Regulatory Commission regulates retail transmission prices and services.

EDC Services:XOOM is an electric generation supplier and is not affiliated with your EDC. Your EDC will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your EDC will also respond to emergencies and provide other basic utility services as required. Please contact your EDC in the event of an emergency such as a power outage. XOOM is not an agent of your EDC and your EDC will not be liable for any of XOOM's acts, omissions, or representations.

Starting Price:Your initial rate under this contract is $0.0599 per kWh. This price will apply to your first 3 month(s) of service from XOOM, and thereafter, your rate will vary from month to month as explained above. Customers can call XOOM at: 1-888-997-8979 or visit our website at www.xoomenergy.com for current variable pricing rates and

historical prices. **Please note that historical prices are not indicative of present or future pricing**.

Price:Your rate for electric generation supply will be a variable rate, per kilowatt hour, that may change on a monthly basis, plus taxes and fees, if applicable. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies. **Your rate may be higher or lower than the EDC's price in any particular month. There is no limit on the price for electric generation sold under this agreement, and there is no limit on the amount that your price can decrease or increase from month to month.** You are responsible for all charges assessed and billed by your EDC for electric distribution charges, and for all services your EDC provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Moving:When moving to an address within your EDC's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within forty-eight (48) hours of your move. If a transfer of service is not successful or you move to a location outside your EDC's service territory, or a territory not serviced by XOOM, this Agreement will automatically terminate at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its Terms.

Death or Disability:If you become disabled or die, you, or your agent or successors can terminate this Agreement by giving 48-hours' notice to XOOM Energy.

Termination:You may cancel this agreement by providing XOOM with at least fifteen (15) calendar days' written notice of your intent to cancel. There are no termination penalties or cancellation fees for customers on variable price agreement. Cancellation of your XOOM service may take two (2) or more billing cycles by your EDC, and while the cancellation is taking place, you are still responsible for paying XOOM for the electricity you consume.

XOOM may cancel this Agreement by giving fifteen (15) days written notice of its intention to terminate, if you fail to comply with any of the terms and conditions of this Agreement, including payment, regardless of whether or not the reason for termination is remedied after notice. XOOM may also cancel this Agreement immediately if there is evidence that any of the information you have provided to XOOM are or becomes untrue, or you otherwise provide fraudulent or misrepresented information. XOOM may cancel this Agreement by giving fifteen (15) days written notice if for any reason performance of this Agreement becomes materially uneconomical to XOOM, or if XOOM is otherwise unable to continue this Agreement.

IF YOU DO NOT PAY YOUR BILL(S) YOUR SERVICE MAY BE DISCONNECTED BY THE EDC. Your EDC will give you notice in the time frame prescribed by the Pennsylvania Utilities Commission before it disconnects your electric power service. The EDC may also disconnect your electric power service immediately and without notice in certain urgent situations such as: (a) the existence of a known dangerous condition; (b) where service is connected without authority by a person who has not made an application for service; (c) where service is reconnected without authority after disconnection for nonpayment; (d) where there has been tampering with equipment; or (e) where there is evidence of theft of service. This Agreement is automatically cancelled if the EDC returns you to EDC generation and distribution service.

Credit, Payment and Collection:Your bill will be based on monthly meter readings provided to XOOM by your EDC. If there is an error in your meter reading, XOOM will adjust its bill to you upon your EDC providing a

corrected meter reading to XOOM. 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. Your first bill payment will be due to the EDC on the date specified in the EDC bill. If you do not pay it on time, you could be subject to interest and late charges imposed by the EDC, and your service could be disconnected by the EDC. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution:If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at www.xoomenergy.com; by sending a letter to XOOM Energy Pennsylvania, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your EDC bill, please contact your EDC directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If a resolution cannot be reached with your EDC or with XOOM, you may contact the Pennsylvania Utilities Commission for help, toll free, at 1-888-782-3228; or in writing at PO Box 3265, Harrisburg, PA 17105-3265.

Assignment:This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints:For service problems you should contact your EDC by calling you EDC at the number indicated in your Contract Summary. IN THE EVENT OF AN ENERGY-RELATED EMERGENCY, SUCH AS A POWER OUTAGE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR EDC or 911.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your EDC's tariffs in accordance with the rules and regulations of the Pennsylvania Utility Commission. You acknowledge that you are the EDC account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electric power services and that you are at least eighteen (18) years of age. You agree to authorize your EDC to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. Neither your customer account number nor any other financial information will be released by XOOM, except as required by law, without your consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Miscellaneous:You will promptly notify XOOM if there is any substantial change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurement determined by your EDC. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of North Carolina without recourse to such states choice of law rules. There may be a delay before your EDC switches your electricity supply to XOOM. XOOM is not responsible for any such delay.

Renewal Provisions/Change in Terms:If you have a fixed term agreement approaching the expiration date or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. At least forty-five (45) days prior the end of the term, XOOM will send you a renewal notice describing additional service plans for your consideration, in the event XOOM elects

to renew this Agreement. A second notice will be sent to you no later than thirty (30) days prior to the end of the term. If you decide not to choose a new service plan upon the expiration of the term or decide not to terminate your agreement with XOOM by contacting XOOM in writing or by phone at the contacts listed herein, this Agreement will automatically renew under the terms and at the price as provided for in the notices sent prior to the expiration date.

Contact Information:

Supplier Name: XOOM Energy Pennsylvania, LLC

Address: 11208 Statesville Road, Suite 200, Huntersville, NC 28078

Phone Number: 1-888-997-8979

Internet Address: customercare@xoomenergy.com

Electric Distribution Company: FirstEnergy - Met-Ed

Address: 2800 Pottsville Pike, Reading, PA 19162

Phone Number: 888.544.4877

Internet Address: https://www.firstenergycorp.com/content/customer/met_edison.html

Pennsylvania Public Utility Commission: PO Box 3265, Harrisburg, PA 17105-3265

Phone: 1-800-692-7380

Please see your Contract Summary for the Customer Contact Information for your EDC.

Insolvency: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.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABLITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure:XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by a third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement.

Entire Agreement:This Agreement, including the Contract Summary and additional terms and conditions above, as well as your Enrollment form or Welcome letter, as applicable, constitutes the entire agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral agreements and representations made with respect to such subject matter.

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