SIMPLEFLEX TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Delaware's SimpleFlex plan for any reason, please contact our Customer Care Center at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance to the terms contained herein.

Service & Term: XOOM Energy Delaware, LLC ("XOOM" or "Company") agrees to act as your exclusive electric power supplier. The Term of this Agreement will begin on the date yout SimpleFlex plan enrollment is processed by your local utility following your acceptance into the SimpleFlex program and will continue on a month-to-month basis until terminated by you or XOOM Energy.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM energy and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services: XOOM Energy is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM Energy is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: The price for your first 2 billing cycles is provided on your Contract Summary which is incorporated into this Agreement. After the first 2 billing cycles, your price for energy purchases will be a variable price, per kilowatt hour (kWh) of usage, which may change on a monthly basis, plus taxes and fees, if applicable. Your variable price may fluctuate each month and may be higher or lower than your local utility's standard offer service rate. Your price is based upon a number of factors, which include but are not limited to, the fluctuation of wholesale commodity costs and 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, including XOOM's profit margin. There is not a limit on how much your price may change from one billing cycle to the next. You are responsible for all XOOM supply charges, which are included in your XOOM supply price, and all other applicable utility charges and taxes, which are not included in your price. Your price also does not include your local utility's charges, for which you are responsible. XOOM will post on its website your variable price for the next billing period at least twelve days prior to the close of your billing period. You can access your upcoming variable price by visiting the XOOM Energy Delaware website at https://xoomenergy.com/en/delaware-variable-rates. To access historical prices for the last twenty-four (24) months, you can call XOOM at 1-888-997-8979 or visit our website at www.xoomenergy.com. Please note that historical prices are not indicative of present or future pricing.

Termination by XOOM: XOOM Energy may cancel or terminate this Agreement early for any reason, or no reason, without penalty, with thirty (30) days advance written notice. Termination becomes effective when the local utility processes XOOM's cancellation request, in accordance with applicable utility switching rules and procedures. You shall be obligated to pay for the electricity supply service provided by XOOM Energy pursuant to this Agreement prior to the date cancellation becomes effective, including any applicable local utility late fees, and other fees and charges. Should XOOM Energy terminate the Agreement, you will be returned to your local electric utility's default electricity supply service unless you choose a different supplier. Should an early cancellation occur,

you may utilize the dispute resolution procedures identified in this Agreement.

Termination by Customer: You may terminate this Agreement at any time without penalty by calling XOOM's Customer Care Center at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com. If you terminate this Agreement, you will be returned to your local electric utility's default electricity supply service unless you choose a different supplier.

Customer Rescission: You may cancel this Agreement with XOOM by calling XOOM's Customer Care Center at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com. You have three (3) business days from the start of your rescission period to rescind this Agreement without penalty. The start of the rescission period will depend on your method of enrollment as follows: (1) for written contracts, the rescission period will begin when you sign the contract; (2) for electronic enrollments, the rescission period will begin when you submit your enrollment; and (3) for telephone enrollments, the rescission period will begin when you receive the copy of your contract and contract summary (by electronic mail or U.S. Mail).

Relocation Outside of Your Local Utility's Service Territory: If you move to a location outside your local utility's service territory, you may cancel this Agreement at no cost to you, provided that you send XOOM written notice of your move. Failure to notify XOOM Energy of your move will be considered a termination of this Agreement in accordance with its terms.

Credit, Payment and Collection: You will receive one bill each month from your local utility. Your bill will include both your local utility's charges and XOOM's supply charges, and will be based on monthly meter readings provided to XOOM by your local utility. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility 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, and do not plan to begin any bankruptcy proceedings. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a $35 return check fee for all returned checks. XOOM may terminate this Agreement with thirty (30) days written notice for non-payment. 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 Energy charges or service you may contact XOOM's Customer Care Center at 1-888-997-8979 during our service hours which are posted at www.xoomenergy.com; by sending a letter to: XOOM Energy Delaware, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution in accordance with 26 DE Admin. Code § 3002-3.2.2. If a resolution cannot be reached with your local utility or with XOOM, you may contact the Delaware Public Service Commission for help, toll free, at 1-800- 282-8574; by visiting www.depsc.delaware.gov; or in writing at 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, Delaware 19904. You may also contact the Delaware Public Advocate at 820 N. French Street, 4th Floor, Wilmington, DE 19801, online at publicadvocatedelaware.gov, or by telephone at 888-607-2427.

Assignment: You may not assign this Agreement. This Agreement or any XOOM Energy obligations hereunder are assignable by XOOM Energy. Written notice of assignment will be provided at least thirty (30) days prior to the

assignment.

Service Complaints: For service problems you should contact your local utility by calling: Delmarva Power at 1-800-375-7117.

Emergency: In the event of an emergency, such as a power outage or downed power line, you should contact Delmarva Power at 1-800-898-8042 if you are located in New Castle County. If you are located in Kent and Sussex Counties, please contact 1-800-898-8045.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the Delaware Public Utilities Commission. You also acknowledge you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity services and that you are at least eighteen(18) years of age. You agree to authorize XOOM to obtain your credit history to determine if your credit standing is satisfactory for obtaining electricity under this Agreement. You authorize XOOM or its authorized representatives to obtain from your local utility (and your local utility to release) your account name and number, rate classification, all information relating to your historical and current electricity usage, meter readings, billing and payment history, your address(es) and telephone number, whether you are on a special payment plan, whether you are participating in your utility's Energy for Tomorrow or Peak Management Programs, and any other information relating to the characteristics of electricity service. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement.

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.

Miscellaneous: You agree to notify XOOM during enrollment if your account is a net-metered account. You also agree to notify XOOM within three (3) days of becoming aware that your account will become a net-metered account at any time during the term of this Agreement and any renewal. Failure to timely notify XOOM that your account is subject to net-metering is a material breach of this Agreement and, as a result, XOOM reserves the right to terminate your service due to this notification failure. The termination is due to the failure to notify, not the implementation of net metering by the customer. For the purpose of accounting, both parties accept the quantity, quality and measurements determined by your local utility. 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 Delaware without recourse to such states choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays. You are responsible for providing XOOM with current contact information, including your telephone number and email address. You also agree to receive all notices, including those specified in this Agreement, by email.

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 MERCHANTABILITY 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. XOOM may cancel this Agreement if your usage of electric power changes substantially.

Entire Agreement: This Agreement, together with the Enrollment form, Contract Summary, and/or Welcome letter, constitute the entire Agreement and understanding between you and XOOM with respect to the subject matter of this Agreement, superseding all prior written and oral agreements and representations made with respect to the subject matter.