BIZRESCUELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy California's BizRescueLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term: XOOM Energy California, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier. The term of this Agreement will begin with your first meter read by your local utility following your acceptance into the BizRescueLock 12 program and will continue for twelve (12) months.

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

Dispute Resolution: This contract requires arbitration, except for cases that can be brought in small claims court. This contract also does not permit class actions. See "Arbitration", "Class Action Waiver" and "Waiver of Right to Trial By Jury" below for more details.

Local Utility Services: XOOM is an independent retail marketer of natural gas & electricity and is not affiliated with your local utility. Your local utility will continue to deliver your gas, read your meter, send you a 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 Energy's acts, omissions, or representations.

Price: Your rate for gas purchases will be a fixed price of $0.3890 per therm, plus taxes and fees, if applicable, and a monthly administrative fee of $4.99. You will continue to be responsible for all charges assessed and billed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement, including transportation charges payable for Core Aggregation Service.

Renewal Notice, Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. XOOM will send you written notice at least (30) days before the end of the Term. The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew at the fixed rate or variable rate then in effect in accordance with the notice. XOOM reserves the right, with fifteen (15) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within three (3) business days of your enrollment authorization and receipt of the Agreement without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you may cancel this Agreement 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.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase gas in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee") which will be equal to or the greater of $400, or the amount of gas you failed to consume during the remainder of your Term, calculated on the basis of your previous consumption, multiplied by the excess, if any, between your Fixed Price and the price XOOM can sell such gas for at the time of termination. The Cost Recovery Fee is intended not as a penalty, but simply to offset the cost of selling the unused portion of your gas to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses.

Credit, Payment and Collection: Your bill 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. This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. 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 in the process of filing or 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 ten (10) days written notice for non-payment. In all events, you shall remain obligated to pay for all gas 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 California, 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.

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

Service Complaints: For service problems you should contact your local utility by calling: San Diego Gas & Electric (SDG&E) at 800.411.7343. IF YOU SMELL GAS OR SUSPECT YOU SMELL GAS, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LOCAL UTILITY or 911.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs for Core Aggregation Service in accordance with the rules and regulations of the California Public Utilities Commission. NOTE: PURSUANT TO THESE RULES AND REGULATIONS, YOU CANNOT TERMINATE OR SWITCH YOUR SERVICE DURING YOUR INITIAL (12) MONTH TERM. You also acknowledge that XOOM is not regulated under Core Aggregation Service. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for gas service and are at least eighteen (18) years of age. You agree to authorize your local utility to release all information relating to your account needed to service you under this Agreement, including, but not limited to, your historical and current gas 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.

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.

Arbitration: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT THAT CAN LAWFULLY BE ARBITRATED SHALL BE RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA CONSUMER ARBITRATION RULES, UNLESS THAT DISPUTE OR CLAIM COULD BE BROUGHT AS A SMALL CLAIMS ACTION IN A CALIFORNIA SMALL CLAIMS COURT. IF THE DISPUTE OR CLAIM COULD BE BROUGHT IN SMALL CLAIMS COURT, THEN EITHER PARTY MAY ELECT TO PROCEED IN SMALL CLAIMS COURT. HOWEVER, WITH THIS EXCEPTION, BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT. "DISPUTES OR CLAIMS" INCLUDE CLAIMS ARISING UNDER THE CALIFORNIA CONSUMER PRIVACY ACT OR ANY OTHER FEDERAL OR STATE LAWS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD, BUT AN ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. **COPIES OF THE AAA CONSUMER ARBITRATION RULES AND ADDITIONAL INFORMATION ABOUT ARBITRATION ARE AVAILABLE AT THE AAA'S WEBSITE: HTTPS://WWW.ADR.ORG/RULES.** 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 CALIFORNIA 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 BELOW. THE ARBITRATOR MAY AWARD THE CONSUMER ATTORNEYS' FEES TO THE EXTENT AUTHORIZED BY LAW. NOTWITHSTANDING ANY OTHER STATEMENT OF APPLICABLE LAW HEREIN, BECAUSE THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Class Action Waiver: **BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHT TO ARBITRATE OR LITIGATE IN COURT ANY DISPUTE OR CLAIM AS A CLASS ACTION OR COLLECTIVE ACTION, EITHER AS A CLASS REPRESENTATIVE OR MEMBER OR COLLECTIVE ACTION PARTICIPANT. YOU FURTHER AGREE THAT YOUR RIGHTS AS A CONSUMER UNDER THE CCPA ARE NEITHER WAIVED NOR IMPAIRED BY VIRTUE OF PROCEEDING IN A NON-CLASS, NON-CONSOLIDATED AND NON-JOINT ARBITRATION AUTHORIZED UNDER THIS AGREEMENT, NOR SHALL PROCEEDING IN A NON-CLASS, NON-COLLECTIVE OR NON-CONSOLIDATED AND NON-JOINT ARBITRATION BE DEEMED OR DETERMINED TO CONSTITUTE A WAIVER OR IMPAIRMENT OF YOUR RIGHTS. IN THE EVENT AN ARBITRATOR DEEMS THIS CLASS ACTION WAIVER INVALID, THEN THE ARBITRATION PROVISION ABOVE SHALL BE NULL AND VOID.**

Waiver of Right to Trial by Jury: **IN ARBITRATION, EACH PARTY EXPRESSLY AND IRREVOCABLY WAIVES THEIR RIGHT TO A TRIAL BY JURY OF ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING**

TO THIS AGREEMENT, INCLUDING CLAIMS ARISING UNDER THE CALIFORNIA CONSUMER PRIVACY ACT OR ANY OTHER FEDERAL OR STATE LAWS.

Force Majeure, Uncontrollable Circumstances: XOOM will not be responsible for supplying gas 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 any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement.

Entire Agreement: This Agreement 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.

By entering into this Agreement, you affirm you have read and understand the Core Aggregation Transportation rules found at http: //regarchive.sdge.com/tm2/pdf/GAS_GAS-RULES_GRULE32.pdf and agree to be bound by these and the other applicable tariffs of San Diego Gas & Electric (SDG&E).

Miscellaneous: You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. 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 local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays.