RESCUELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Connecticut's RescueLock 12 plan 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.

Introduction: This is an agreement for Electric Generation Service from XOOM Energy Connecticut, LLC ("XOOM" or "Company" or "us"). Your Enrollment Documentation, which includes your Welcome Letter, these Terms and Conditions, and the accompanying Contract Summary set forth your agreement with XOOM ("Agreement") for electric generation supply. XOOM is licensed by the Connecticut Public Utilities Regulatory Authority (PURA) to offer and supply electric generation services in Connecticut. XOOM's license number is Docket 11-06-05. Your generation prices and charges will be set by us. The PURA regulates local utility company distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will continue to receive your bill from your local utility that will contain your local utility's charges and your charges from XOOM, and your local utility will continue to provide all emergency repairs and services.

Service & Term: XOOM agrees to act as your exclusive electric power supplier. The term of this Agreement will begin when your local utility switches your account to XOOM and will continue for the Contract Term set forth in the accompanying Contract Summary.

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.

Local Utility Services: XOOM is an independent retail supplier 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: Your rate for electricity purchases under this Agreement will be a fixed price, per kilowatt hour. This rate is established at the time of your enrollment and is set forth in your Contract Summary, which is incorporated into this Agreement. You are responsible for all charges assessed and billed by your local utility for electric distribution charges, and for all services your local utility provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

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 electricity 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 XOOM Energy Customer Care by phone at 1-888-997-8979, by email at customercare@xoomenergy.com or by USPS mail to XOOM Energy, c/o Customer Care, 804 Carnegie Center, Princeton, NJ 08540. This contract is not binding until your "Right to Rescind" period has ended with no action on your part to rescind the contract.

Renewal Notice; Notification of Changes: No later than thirty (30) days prior to the end of the term, XOOM will send you a renewal notice describing additional service plans for your consideration. If you do not choose a new service plan upon expiration of the term and do not terminate your Agreement, your Agreement will be automatically renewed under one of XOOM's available fixed rate plans at the price in effect at the time of your renewal. XOOM reserves the right, with thirty (30) 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.

Your Right to Cancel: You may cancel this contract by calling XOOM at our contact information listed below, calling your local utility, or enrolling with another supplier. 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. If you do cancel this contract, you may forfeit some of the rewards that we describe in your Welcome Confirmation, and you will be responsible for unpaid balances as of the cancellation date. To cancel, contact your utility or contact XOOM at 1-888-997-8979, by sending an email to customercare@xoomenergy.com, or by sending a letter via U.S. Mail to: XOOM Energy Connecticut, LLC, c/o Customer Care, 804 Carnegie Center, Princeton, NJ 08540.

Moving: When moving to another address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory, 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.

Early Termination: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, it will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM.

Credit, Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If your local utility is unable to read your meter, your local utility will estimate your charges based on previous usage history, and later adjust it based on actual usage shown by a meter reading. If there is an error in your meter reading, your bill will be adjusted upon your local utility providing a corrected meter reading. You will receive a single bill for both your electricity and the delivery of such electricity from your utility distribution company.

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 Connecticut, LLC, 804 Carnegie Center, Princeton, NJ 08540, 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. If a dispute cannot be resolved, you may appeal to the Public Utilities Regulatory Authority (PURA) by calling 1-800-382-4586 (toll free within Connecticut), or by sending a letter to: PURA 10 Franklin Square, New Britain, Connecticut 06051, Attn: Consumer Assistance Complaints and Information Unit; or visit the website https://portal.ct.gov/PURA/Consumer-Services/Customer-Affairs.

Service Complaints: For service problems, including a POWER OUTAGE, you should contact your local utility as set forth in the Contract Summary.

Environmental Information Disclosure: XOOM will provide upon request, and at least annually.

Your Authorization to Release Your Information for Use and Sharing: 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, energy 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.

Information Regarding Hardship Status:You represent that you are not currently receiving service as a "hardship customer." Connecticut law defines a hardship customer as: (i) A customer receiving local, state or federal public assistance; (ii) a customer whose sole source of financial support is Social Security, Veterans' Administration or unemployment compensation benefits; (iii) a customer who is head of the household and is unemployed, and the household income is less than three hundred per cent of the poverty level determined by the federal government; (iv) a customer who is seriously ill or who has a household member who is seriously ill; (v) a customer whose income falls below one hundred twenty-five per cent of the poverty level determined by the federal government; and (vi) a customer whose circumstances threaten a deprivation of food and the necessities of life for himself or dependent children if payment of a delinquent bill is required.

If you become a "hardship customer" while taking service from XOOM Energy under this Agreement, you understand that XOOM Energy will cancel your enrollment and switch your account back to the local utility's standard default service after the next meter read date.

Net Metering:Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll. Failure to notify XOOM that your account is subject to net metering may result in immediate return to Default Service of your account.

Miscellaneous: You will promptly notify XOOM if there is any material change in your energy consumption. 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 Connecticut 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 any such delays.

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/Uncontrollable Circumstances: 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 any 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: Your Enrollment Documentation including Confirmation Email, Welcome Letter, Contract Summary and accompanying Terms and Conditions will constitute your Agreement 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.

Assignment or Transfer of Contract: You hereby agree and give your consent to this Contract being assigned or transferred to another supplier. The assignment or transfer of this Contract will maintain all contractual terms and conditions, including pricing, through the term of this Contract. XOOM will send you, both by U.S. mail and by e-mail, a “Notice of Assignment” at least 45 days prior to the intended assignment. If you do not consent to assignment or transfer of this Contract, you will not be eligible to enroll with XOOM