

### District of Columbia Terms & Conditions

1. **District of Columbia license numbers:** Alpha Gas & Electric LLC, an authorized Electricity Supplier under PSC Order #EA2019-14; and an authorized Natural Gas Supplier under PSC Order #GA2019-09.
2. **Parties.** The Seller, Alpha Gas & Electric LLC, known as “Alpha.” Alpha is not affiliated with and does not represent the local electricity or natural gas Utility. The buyer, the undersigned customer; also known as “Customer.”
3. **Agreement to Sell and Purchase Energy.** This is an agreement between Alpha and Customer (“Agreement”). Under this Agreement, subject to these Terms and Conditions; Customer hereby enrolls and initiates electricity and/or Natural gas services with Alpha. Alpha shall, in accordance with applicable rules and regulations; enroll the account and provided that, the Local Electricity and/or Natural Gas Utility (the “Utility”) accepts the enrollment, agrees to sell, and Customer agrees to purchase and accept, the quantity of electricity and/ or natural gas, as estimated by Alpha, necessary to meet Customer’s requirements based upon consumption data obtained by Alpha or the delivery schedule of Utility. The amount of electricity and/or natural gas supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Alpha or the Utility’s delivery schedule. The Utility will continue to deliver electricity and/or natural gas supplied by Alpha. Alpha reserves the right not to accept this Agreement. Alpha may submit an enrollment to the Utility up to 90 days after receiving the Agreement from Customer.
4. **Terms.** For Variable Rate service this Agreement shall be binding as of the date that your enrollment or re-enrollment is accepted by Alpha, shall commence as of the date Customer’s notice regarding the change of Customer’s provider to Alpha is deemed effective by the Utility (the “Initial Term”), and shall renew monthly under a variable rate methodology with no change to the remaining terms (the “Renewal Term”). For Fixed Rate service this Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to Alpha is deemed effective by the Utility, and shall continue for 3, 6, 12, 18 or 24 months thereafter ( the “Initial Term”) or as set forth on the first page of this agreement. Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a new fixed rate for the same Term as the Initial Term, with no change to the remaining terms (the “Renewal Term”).
5. **Pricing.** The price may be higher than the utility price. Alpha does not guarantee savings. GAS. (a) Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be a variable price which each month shall reflect the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Alpha’s costs, expenses and margins which can change daily; (b) or If noted, a NYMEX plus an adder that varies each month may be charged; (c) or If noted, a fixed price plus, in each case, all applicable taxes. You may also be charged a monthly fee, the amount of which is disclosed in your Customer Disclosure Statement. Electric. (a) Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a variable price which shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Alpha’s costs, expenses and margins which can change daily; (b) or if noted, a fixed price per kWh, plus in each case, all applicable taxes; You may also be charged a monthly fee, the amount of which is disclosed in your Customer Disclosure Statement. This Agreement does not include any separate charges assessed by Utility for additional taxes, Utility distribution Service Charges, or any other Utility fees or charges by the Utility.
6. **6. Billing Procedure.** Alpha will invoice Customer monthly for electricity and/or natural gas supplied under this Agreement, as measured by the Utility as well as for management fees. Customer may receive a single consolidated bill for both commodity and delivery costs from either Alpha or the Utility, or each of the Utility and Alpha may invoice Customer separately. Alpha may assign and sell Customer accounts receivable to the Utility. In the event of a failure to remit payment when due by a residential customer, Alpha may cancel this contract.
7. **Termination.** Commercial accounts ONLY. For fixed price service more than 3 months, unless otherwise agreed in writing: (a) If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Alpha terminates this Agreement due to Customer’s breach, the Customer shall pay Alpha, in addition to any other applicable charges, a cancellation fee equivalent to the greater of (a) \$500 or (b) 2¢ per kWh multiplied by the estimated amount of kWh remaining for the duration under the Fixed Rate agreement and/or 20¢ per therm multiplied by the estimated amount of therms remaining for the duration under the Fixed Rate agreement, as applicable, using the actual volumes received by Customer for the prior 12 month period as the volumes used in determining the estimated amount.
8. **Use requirements.** Commercial accounts ONLY — For fixed price service, unless otherwise agreed in writing, if usage in any month exceeds the level of usage in the same month in the previous year (“Base Load”) by ten percent or more, the Customer will be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load (“True-up”). If the usage in any month falls by ten percent or more below the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs, settlement or balancing costs related to the positive difference between the Base Load and actual consumption (“True-up”). The True up will be billed to the customer in the form of a blended rate of the agreed upon fixed rate and the True-up value: for months

1-3 on the 4th bill, for months 4-6 on the 7th bill, for months 7-9 on the 10th bill, for months 10-11 on the 12th bill, and for month 12 as a separate invoice. If there is a material adverse change in the business or financial condition of Customer (as determined by Alpha at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Alpha may terminate this Agreement upon 15 days' written notice to Customer.

9. **Modifications.** Alpha may modify the terms and conditions of this Agreement at any time and such amended Agreement shall supersede any previous agreement between the Customer and Alpha. Alpha shall provide Customer 45 days prior written notice of any material modification. Subject to Sections twenty-three (23) herein, Residential customers are entitled to cancel or terminate the Agreement, based on the modification, by providing written notice to Alpha prior to commencement of the modification. Residential customers shall not incur early termination fees or any cancellation charges for cancellation of this Agreement pursuant to this provision.
10. **Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Alpha. Alpha may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity.
11. **Information Release Authorization.** Customer acknowledges and authorizes the Customer's billing and payment information to be provided to Alpha from the Utility. Customer authorizes Alpha to obtain, review, and retain information regarding Customer's credit history from credit reporting agencies and the following information from the Utility: consumption history; billing determinants; account number; credit information; and public assistance status. This information may be used by Alpha to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Alpha. This authorization will remain in effect during all Initial Term periods and any Renewal Term period. Customer may rescind this authorization at any time by providing written notice thereof to Alpha or by calling Alpha at (888) 636-3749. Alpha reserves the right to cancel this Agreement in the event Customer rescinds the authorization for information release.
12. **Consumer Protections.** The services provided by Alpha are protected by the terms and conditions of this Agreement, the Public Service Commission of the DCPSC, and the General Court of the District of Columbia. Alpha and the services provided herein are governed by the Terms of this Agreement, the rules and regulations issued by the Utility, and the DCPSC. Electric and natural Gas services may be disconnected only by the Utility and only in compliance with rules set by the DCPSC.
13. **Cancellation.** A Customer may rescind this Agreement prior to midnight on the third day after the receipt of this Agreement, by contacting Alpha at (888) 636-3749 or in writing. After the expiration of the rescission period, the relationship between the Customer and Alpha is governed exclusively by this Agreement. Customer is liable for all Alpha charges until Customer returns to the Utility or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.
14. **Dispute Resolution.** In the event of a billing dispute or a disagreement involving any element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact Alpha in writing at 12 College Rd., Monsey NY 10952 or by telephone at (888) 636-3749 for any terms of service dispute. If after discussing the problem with Alpha, Customer remains dissatisfied, Customer may file an informal complaint with the Public Service Commission of the District of Columbia by telephoning (202) 626-5120 ; by writing to the following address: Public Service Commission of the District of Columbia, 1325 G Street, N.W. Suite 800, Washington, DC 20005; by faxing to (202) 393- 1389; or by visiting the Commission's website at: [www.dcpsc.org/consumerservices/uccmi/uccmi.asp](http://www.dcpsc.org/consumerservices/uccmi/uccmi.asp) . In the event the parties are unable to reach agreement within thirty (30) days of the commencement of a controversy, dispute, or claim, either party may seek a formal dispute resolution procedure, including arbitration, pursuant to Chapter three (3) of Title 15 D.C. Municipal Regulations. Any claim by Customer must be resolved by the PSC or mandatory arbitration as discussed below.

**Mandatory Arbitration.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800- 778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award;

any such suit may be brought only in Federal District Court for the District, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".

**Class Action Waiver.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

15. **Title.** Customer and Alpha agree that title to, control of, and risk of loss to the electricity and natural gas supplied by Alpha under this Agreement will transfer from Alpha to Customer at the Sales Point(s).
16. **No Warranties.** This Agreement including, any enrollment form(s) and/or applicable attachment(s), as written makes up the entire Agreement between Customer and Alpha. Customer acknowledges and agrees that Alpha makes no representations or warranties, and has no duties other than those expressly set forth in this Agreement. Customer acknowledges and agrees that Alpha hereby expressly disclaims all warranties, express and/or implied not expressed in this Agreement, including any Warranty of Merchantability and/or fitness for a particular purpose or use.
17. **Force Majeure.** Alpha will make all commercially reasonable efforts to provide natural gas and/or electricity pursuant to this Agreement, however, Alpha does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Alpha ("Force Majeure Events") may result in interruptions in service. Alpha will not be liable for any such interruptions caused by a Force Majeure Events. Alpha is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the Utility (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Alpha's control.
18. **Limitation of Liability.** The sole remedy in any claim, suit, or cause of action arising under or out of this Agreement by Customer against Alpha shall be limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). The Customer hereby knowingly, willingly, and voluntarily waives all other remedies at law or in equity. In no event will either Alpha or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.
19. **Alpha Contact Information.** Customer may contact Alpha's Customer Service Center at (888) 636-3749, Monday through Friday 9:00 a.m. – 5:00 p.m. EST (contact center hours subject to change). Customer may write to Alpha at: Alpha, 12 College Rd., Monsey NY 10952.
20. **Dispute Resolution.** In the event of a billing dispute or a disagreement involving any element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact Alpha in writing at 12 College Rd., Monsey NY 10952 or by telephone at (888) 636-3749 for any terms of service dispute. If after discussing the problem with Alpha, Customer remains dissatisfied, Customer may file an informal complaint with the Public Service Commission of the District of Columbia by telephoning (202) 626-5120 ; by writing to the following address: Public Service Commission of the District of Columbia, 1325 G Street, N.W. Suite 800, Washington, DC 20005; by faxing to (202) 393- 1389; or by visiting the Commission's website at: [www.dcpsc.org/consumerservices/uccmi/uccmi.asp](http://www.dcpsc.org/consumerservices/uccmi/uccmi.asp) . In the event the parties are unable to reach agreement within thirty (30) days of the commencement of a controversy, dispute, or claim, either party may seek a formal dispute resolution procedure, including arbitration, pursuant to Chapter three (3) of Title 15 D.C. Municipal Regulations. Any claim by Customer (except for a claim challenging the validity or enforceability of this arbitration agreement, including the Class Action Waiver) must be resolved by the Public Service Commission of the District of Columbia or arbitration. **THIS MEANS CUSTOMER SHALL NOT HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION. Class Action Waiver - ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS**

MEANS CUSTOMER MAY NOT JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION OR LITIGATE IN COURT AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

21. **Severability.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and in no way shall be affected, impaired or invalidated, and the parties hereto shall use commercially reasonable efforts to find an alternative means to achieve the same or substantially the same result as contemplated by the terms and provisions.
22. **Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.
23. **Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, ICAP market, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to the price, Alpha shall have the right to modify this Agreement to reflect such Regulatory Change by providing 45 days written notice of such modification to the Customer.
24. **Emergency Service.** The Utility will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the Utility.
25. **Refund Policy.** As the commodity supplied under this Agreement is immediately used and consumed by Customer upon delivery, it is not practical to return the product subject to this Agreement, and therefore refunds with respect to the commodity are not provided.
26. **Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assignees.
27. **Email.** Providing an email address constitutes acceptance and authorization of Customer's enrollment in Alpha's electronic mailing list which may deliver monthly newsletters and promotional materials from time to time.