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PUBLIC SERVICE COMMISSION  
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159 20th St., Suite 1B  
Brooklyn, NY 11232

P. 212 590 0145

info@feller.law  
www.feller.law

Via FedEx

March 13, 2019

OFFICE OF THE  
COMMISSION SECRETARY

**Commission Secretary  
Public Service Commission of the District of Columbia  
1333 H Street, N.W., 2nd Floor, West Tower  
Washington, D.C. 20005**

**Re: Application for Competitive Retail Natural Gas Broker Certification of Electricity Ratings, LLC; Docket No. GA2018-10**

To Whom It May Concern:

As part of its Competitive Retail Natural Gas Broker Certification, Electricity Ratings, LLC ("Electricity Ratings") hereby submits the following with response to Electricity Ratings natural gas broker applications:

- Bond continuation certificate;
- Proof of registration with the District of Columbia Department of Tax and Revenue; and
- Customer contract from third-party supplier Electricity Ratings has contracted with. Please be advised that a sample bill is not being included; as consolidated billing is utilized within the District of Columbia.

If you have any questions, or if I may provide you with additional information, please do not hesitate to contact me.

Respectfully,

/s/ Michelle Mann

Michelle Mann  
Director of Government Affairs and  
Regulatory Compliance/Corporate  
Paralegal

Feller Law Group, PLLC  
159 20<sup>th</sup> St, Suite 1B  
Brooklyn, NY 11232  
(718) 690-3480

[michellemann@feller.law](mailto:michellemann@feller.law)

*On behalf of Electricity Ratings, LLC*

Enclosures

**Bond Continuation Certificate**



**GREAT AMERICAN INSURANCE COMPANY**

An Ohio Corporation with Administrative Office at 301 E. 4th Street, Cincinnati, Ohio 45202

Certificate Continuing In Force Bond No. E065972

Name of Principal: Electricity Ratings, LLC

Name of Obligor: Public Service Commission of the District of Columbia

Amount of Bond: \$ Ten Thousand Dollars (\$10,000.00)

The Great American Insurance Company in consideration of the premium, does hereby continue in force the above described bond from the 12th day of March, 2019, to the 11th day of March, 2020, standard time at the obligor's address, but this certificate shall not be binding upon the said Company until countersigned by a duly authorized representative of the said Company.

This certificate is issued upon the condition that the liability of the Great American Insurance Company shall under no circumstances be cumulative in amounts from year to year, regardless of the number of years said bond be continued in force and the number of premiums that may be paid or payable.

Dated  
February 5, 2019

**GREAT AMERICAN INSURANCE COMPANY**

By: Charisa R. Sloan  
Charisa R. Sloan





# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than one

Bond No. E065972

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
Charisa R. Sloan	4000 S Eastern Ave Suite, #200 Las Vegas, NV 89119	\$10000--

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this  
Attest

5th day of February 2019  
GREAT AMERICAN INSURANCE COMPANY



*Atty L C. B.*  
Assistant Secretary

*David C. Kitchen*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 5th day of February, 2019, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 06-18-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 5th day of February 2019



*Atty L C. B.*  
Assistant Secretary

**Registration with District of Columbia Department of Tax and Revenue**





**Department of Consumer and  
Regulatory Affairs**

**Business License Division**  
1100 4th Street S.W.  
Washington DC 20024

Date Issued: 2/25/2019  
Category: 4003  
License#: 400317801061  
License Period: 12/1/2018 - 11/30/2020

**BASIC BUSINESS LICENSE**

**Billing Name and Address:**

**ELECTRICITY RATINGS,**

1502 Sawyer St. Suite 130  
Houston, TX 77077

**Premise/Application's Name and Address:**

**ELECTRICITY RATINGS,**

1502 Sawyer ST STE 130  
Houston, TX 77007

**Registered Agent's Name and Address**

**Corporate Creations Network Inc.**

1629 K Street Nw #300  
Washington DC 20006

**Owner's Name**

**Corp. Name ELECTRICITY RATINGS,**

**Trade Name**

Co/O/HOP#:	SSL:	Zone:	Ward:	ANC:	PERM NO:

**General Business - General Business Licenses**

**- THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES -**

*Ernest Chappah*

Acting Director:  
Ernest Chappah

\*License Effective from the later of Issued or Start of License-Period Date





Government of the District of Columbia  
Office of the Chief Financial Officer  
Office of Tax and Revenue

1101 4th Street, SW  
Washington, DC 20024

Date of Notice: February 1, 2019

Notice Number: L0002697567

ELECTRICITY RATINGS, LLC  
1502 SAWYER ST STE 130  
HOUSTON TX 77007-4427

FEIN: \*\*-\*\*\*6702  
Customer ID: 00010-94183

### **NOTICE OF BUSINESS TAX REGISTRATION**

You have been registered for the tax(es) shown below. Your filing basis has been determined as shown. It is important that the Employer Identification Number (FEIN) or Social Security Number (SSN) referenced above be used on all correspondence and returns.

If you registered for an Employer Withholding account, please include the associated Account ID Number listed below on all returns and payments.

<b>Tax Type</b>	<b>Account ID</b>	<b>Filing/Payment Frequency</b>	<b>Tax Year End</b>
Sales & Use	350-001107010	Sales & Use Quarterly	

For tax forms or to register to file or pay electronically, please visit our website at [MyTax.DC.gov](http://MyTax.DC.gov)

If applicable you will also be registered for an Employer Use Tax (Form FR800A Sales & Use tax return). The Employer Use Tax Return Act of 2012 requires a use tax to be imposed on any employer required to file a DC withholding tax return, which is not otherwise required to collect and remit sales tax.

If applicable you will also be registered for Unemployment Compensation Taxes and will be contacted by the DC Department of Employment Services Office of Unemployment Compensation regarding your filing requirements. Any questions concerning your liability for Unemployment Compensation may be answered by calling (202) 698-7550.

A Declaration of Estimated Franchise Tax (Form D-20 ES or D-30 ES) must be filed by every corporation and unincorporated business whose franchise tax may reasonably be expected to exceed \$1,000 for the taxable year.

For additional information or questions, call the Office of Tax and Revenue's (OTR) Customer Service Administration at (202) 727-4TAX (4829), or visit OTR's Walk-In Center:

Office of Tax and Revenue  
Customer Service Administration  
1101 4th St SW, Ste W270  
Washington, DC 20024

## Third Party Contracts





Direct Energy Services, LLC ~ Toll-Free Phone: 1-855-537-5547  
www.directenergy.com ~ csdirectenergy@directenergy.com

## DISTRICT OF COLUMBIA RESIDENTIAL & SMALL COMMERCIAL TERMS AND CONDITIONS

Electricity Supply Service  
Direct Energy Services, LLC

**1. Terms of Service.** These Terms and Conditions together with the Rate Plan Summary (defined below), which is incorporated herein by reference, constitute the agreement ("Agreement") between you and Direct Energy Services, LLC ("Direct Energy"). "Rate Plan Summary," means, as applicable, either the section of the enrollment consent form/letter of authorization entitled 'Rate Plan Summary,' or the Schedule A accompanying these Terms and Conditions entitled 'Rate Plan Summary – Schedule A to Terms and Conditions.'

**2. Agreement to Purchase Electric Generation Service.** This Agreement serves as the agreement for electric generation service to be provided to you by Direct Energy. This Agreement is subject to the occurrence of the following conditions: (a) your receipt of this Agreement from Direct Energy; (b) Direct Energy's acceptance of this Agreement; (c) your Electric Company's ("EC") acceptance of your enrollment and; (d) your applicable rescission period having run. You agree to become a Direct Energy customer and appoint Direct Energy as your limited agent to perform the necessary tasks associated with your electric generation service and fulfill the terms of this Agreement. You authorize Direct Energy to obtain information from your EC that includes your billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Direct Energy agrees to sell and deliver to you, and you agree to purchase and accept, the quantity of electricity delivered to you, as measured and/or estimated by your EC, all in accordance with the terms and conditions set forth in this Agreement. Your electricity will be delivered to you by your EC. Direct Energy is licensed by the Public Service Commission of the District of Columbia (the "Commission") as an "electricity supplier" to sell electric generation service in District of Columbia. DIRECT ENERGY'S LICENSE NUMBER IN THE DISTRICT OF COLUMBIA IS PURSUANT TO DOCKET EA 05\_3, ORDER NO. 13816.

**3. Pricing, Billing and Payment Terms.** During the Initial Term, you will pay Direct Energy for your electric generation service as set forth in the Rate Plan Summary. The Initial Term Rate is for electric generation service and excludes taxes and regulated charges from the utility, including but not limited to, delivery and distribution charges. Electric generation service prices of electric suppliers such as Direct Energy are set competitively and are not regulated by the Commission. As to your billing and payment terms, your EC will send you a bill monthly which will set forth the total electric service charges for your electric service. That bill will contain, among other charges, Direct Energy's electric generation service price multiplied by the amount of electricity you used during the billing cycle, as measured and/or estimated by your EC. **Depending upon the date of the meter read, your bill from the EC may be prorated. The prorated billing is a technique for applying standard methods to nonstandard billing periods. A billing period that is shorter or longer than the EC's designated billing period days will have prorated charges based on a 30-day average for the applicable rate.**

Your payment will be due to the EC by the date specified in the EC bill.

**4. Term of Agreement.** The term of this Agreement will begin on the first meter read date after your EC processes your enrollment with Direct Energy. The Initial Term of your service is set forth in the Rate Plan Summary. When the Initial Term expires, this Agreement will automatically renew on a month-to-month basis, as described in the Rate Plan Summary and in Section 14. This Agreement will be effective during the Initial Term and through any of these monthly renewal periods, subject to the cancellation and termination provisions of Sections 15 through 17 below.

**5. Renewable Energy Plan.** If you are purchasing our Renewable Energy Plan pursuant to this Agreement, you are agreeing to purchase from Direct Energy a product that is supported 100% by renewable energy credits ("RECs"), in an amount sufficient to match your annual consumption from your EDC. RECs are a tradeable, non-tangible energy commodity in the United States that represents proof that 1 megawatt-hour (MWh) of electricity was generated from an eligible renewable energy resource like biomass, hydro, solar or wind. Direct Energy will purchase and retire renewable energy certificates in either the state where you are located, the North American Electric Reliability Corporation (NERC) region, Independent System Operator (ISO), Regional Transmission Organization (RTO) or Balancing Authority Area of the customer being served, at any time and from time to time throughout the year. The electricity supply actually distributed to your service location will not contain electricity supply generated from any specific electric generation facility. The availability of electric generation facilities varies hour to hour, and from season to season, as does electricity use by customers. Direct Energy may take up to three (3) months following the close of a calendar year to make up any deficiency in the volume of renewable energy certificates needed from particular generation facilities associated with your Renewable Energy Plan.

**6. Connect to Control Plan.** If you are purchasing a Hive plan, you are agreeing to purchase from Direct Energy a product that includes electric and/or natural gas service and includes one (1) Hive Hub, one (1) Hive Active Plug™, two (2) Hive Window or Door Sensors and two (2) Hive Active Lights™. To utilize the full features of Hive products, you must have high speed, 'always on' Wi-Fi internet service (dial up and mobile internet access is not compatible) and a router with a spare Ethernet port. To download the Hive app, you will need a device running iOS7 or later or Android 4.0.3 or higher. Hive Heating & Cooling may also collect usage data that may be shared between Centrica Connected Home US Inc. and Direct Energy and/or its affiliates and trusted third parties. For more information about Hive products, please visit <https://www.hivehome.com>. If you cancel this Agreement after the Rescission Period, but within the Initial Term, then you will be required to pay us an early cancellation fee and/or device cost recovery fee in the amount set forth in your Rate Plan Summary. A confirmation email from Hive will be sent to you to validate your order shortly after the start of your plan. Once you have confirmed your Hive order, please allow 4-6 weeks from the start date of your plan for delivery of your Hive products. You cannot return your Hive products to avoid the early cancellation fee and/or device cost recovery fee.

**7. Smart and Bright Plan.** If you are purchasing a Hive plan, you are agreeing to purchase from Direct Energy a product that





Direct Energy Services, LLC ~ Toll-Free Phone: 1-855-537-5547  
www.directenergy.com ~ csdirectenergy@directenergy.com

includes electric and/or natural gas service and includes one (1) Hive Active Light™ Starter Pack. The Hive Active Light™ Starter Pack consists of one (1) Hive Hub and two (2) A19 dimmable white light bulbs. To utilize the full features of Hive products, you must have high speed, 'always on' Wi-Fi internet service (dial up and mobile internet access is not compatible) and a router with a spare Ethernet port. To download the Hive app, you will need a device running iOS7 or later or Android 4.0.3 or higher. Hive Heating & Cooling may also collect usage data that may be shared between Centrica Connected Home US Inc. and Direct Energy and/or its affiliates and trusted third parties. For more information about Hive products, please visit <https://www.hivehome.com>. If you cancel this Agreement after the Rescission Period, but within the Initial Term, then you will be required to pay us an early cancellation fee and/or device cost recovery fee in the amount set forth in your Rate Plan Summary. A confirmation email from Hive will be sent to you to validate your order shortly after the start of your plan. Once you have confirmed your Hive order, please allow 4-6 weeks from the start date of your plan for delivery of your Hive products. You cannot return your Hive products to avoid the early cancellation fee and/or device cost recovery fee.

**8. Connect to Comfort Plan.** If you are purchasing a Hive plan, you are agreeing to purchase from Direct Energy a product that includes electric and/or natural gas service and includes one (1) Hive Hub and one (1) Hive Active Thermostat. To utilize the full features of Hive products, you must have high speed, 'always on' Wi-Fi internet service (dial up and mobile internet access is not compatible) and a router with a spare Ethernet port. To download the Hive app, you will need a device running iOS7 or later or Android 4.0.3 or higher. Hive Heating & Cooling may also collect usage data that may be shared between Centrica Connected Home US Inc. and Direct Energy and/or its affiliates and trusted third parties. For more information about Hive products, please visit <https://www.hivehome.com>. If you cancel this Agreement after the Rescission Period, but within the Initial Term, then you will be required to pay us an early cancellation fee and/or device cost recovery fee in the amount set forth in your Rate Plan Summary. A confirmation email from Hive will be sent to you to validate your order shortly after the start of your plan. Once you have confirmed your Hive order, please allow 4-6 weeks from the start date of your plan for delivery of your Hive products. You cannot return your Hive products to avoid the early cancellation fee and/or device cost recovery fee.

**9. Take Control of Your Business Plan.** If you are purchasing a Hive plan, you are agreeing to purchase from Direct Energy a product that includes electric and/or natural gas service and includes one Hive Hub and one Hive Active Thermostat. To utilize the full features of Hive products, you must have high speed, 'always on' Wi-Fi internet service (dial up and mobile internet access is not compatible) and a router with a spare Ethernet port. To download the Hive app, you will need a device running iOS7 or later or Android 4.0.3 or higher. Hive Heating & Cooling may also collect usage data that may be shared between Centrica Connected Home US Inc. and Direct Energy and/or its affiliates and trusted third parties. For more information about Hive products, please visit <https://www.hivehome.com>. Please also see the Hive website for the terms and conditions for use of Hive products, which you are deemed to accept by registering your

account and using your Hive products. **If applicable, Hive redemption credits must be redeemed within 90 days of the energy plan start date. Unused Hive redemption credit(s) will automatically expire. If you cancel this Agreement after the Rescission Period, but within the Initial Term, you will be required to pay us an early cancellation fee and/or device cost recovery fee in the amount set forth in your Rate Plan Summary.** A confirmation email from Hive will be sent to you to validate your order shortly after the start of your plan. Once you have confirmed your Hive order, please allow 2-3 weeks from your confirmation for delivery of your Hive products. You cannot return your Hive products to avoid the early cancellation fee and/or device cost recovery fee.

**10. Power on Command Plan.** If you are purchasing a Power on Command Plan, you are agreeing to purchase from Direct Energy a product that includes electric and/or natural gas service and an Amazon product. To utilize the full features of an Amazon Echo Dot, you must have high speed, 'always on' Wi-Fi internet service (dial up and mobile internet access is not compatible). You cannot return your Amazon Echo Dot to avoid the early cancellation fee and/or device cost recovery fee. Please allow 4-6 weeks for delivery of your Amazon Echo Dot upon start of your service with Direct Energy.

**11. Solar Advantage Plan.** If you are purchasing our Solar Advantage Plan pursuant to this Agreement, you are agreeing to purchase from Direct Energy a product that is supported 100% by renewable energy credits, in an amount sufficient to match your annual consumption of system power. Direct Energy will purchase and retire renewable energy certificates at any time and from time to time throughout the year. Direct Energy does not guarantee that the renewable energy certificates purchased and retired by Direct Energy will be generated from any specific eligible renewable energy source (for example, sources may include wind, biomass, waste-to-energy, solar, and hydroelectric). Direct Energy does not make any representations that the purchase of renewable energy certificates under the Solar Advantage Plan includes eligible renewable generation required by state or federal RPS requirements, legislation, or settlement agreements. The electricity actually distributed to your service location will not contain electricity generated from any specific electric generation facility. The availability of electric generation facilities varies hour to hour, and from season to season, as does electricity use by customers. Direct Energy may take up to three (3) months following the close of a calendar year to make up any deficiency in the volume of renewable energy certificates needed from particular generation facilities associated with your Solar Advantage Plan.

**12. Time of Use Product.** To be eligible to enroll in a Time of Use Product, you must have a smart meter. If you are not certain if you have a smart meter, please contact your Utility Company or Direct Energy at the information provided in the attached terms and conditions. By enrolling in a Time of Use Product, you authorize your Utility Company to provide Direct Energy access to your thirty (30) minute interval smart meter usage data on a daily and/or monthly basis as may be requested by Direct Energy ("Interval Data Authorization"). In addition, you also authorize Direct Energy to share your usage data with our third-party vendor(s) pursuant to Direct Energy's privacy policy located at <https://www.directenergy.com/privacy-policy> for load forecasting





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www.directenergy.com ~ csdirectenergy@directenergy.com

purposes and to separate data based on your usage throughout your household, or for purposes as outlined in our privacy policy. If you rescind your Interval Data Authorization while you receive electric generation service from Direct Energy under a Time of Use Product, then Direct Energy will have the right to cancel this Agreement and charge you an early cancellation fee in the amount set forth in the Rate Plan Summary. If you enroll (or attempt to enroll) in a Time of Use Product, and Direct Energy determines that you do not have a smart meter, then Direct Energy will have the right to cancel this Agreement (or cancel your enrollment with Direct Energy). Based upon the assumption that, i) 31% of your total electricity consumption occurs during the Designated Free Weekend Period(s) and ii) 21% of your total electricity consumption occurs during the Designated Free Night Period(s), the average rate for a "Free Night/Weekend" time of use product is calculated as  $(\text{Non-Free Period Usage} \times \$\text{Rate/kwh} + \text{Free Period Usage} \times \$0.00) / \text{Total Usage}$ . Your actual average price per kwh may vary depending on actual consumption.

**13. RateFlex Plan.** If you are purchasing our RateFlex Plan (which may include "Power Grabber", "Brighter Edge", or "Brighter Savings") pursuant to this Agreement, you are agreeing to purchase from Direct Energy a product that includes electricity service. Beginning on the next available meter read date that your electricity service supplier is changed to Direct Energy by the EC, Direct Energy will charge you a series of rates through pre-defined periods ("Price Blocks") as determined in your Rate Plan Summary. After your electricity service supplier is changed to Direct Energy, during each Price Block, as defined in your Rate Plan Summary, Direct Energy will charge you the price per kWh as set forth in the Rate Plan Summary for such Price Block. You understand that your rates are for electric generation service, and excludes taxes and regulated charges from the EC, including but not limited to, delivery and distribution charges. If you cancel this Agreement after the Second Rescission Period (as defined in Section 15), then you may be required to pay us an early cancellation fee in the amount set forth in the Rate Plan Summary.

**14. Renewal; Notice of a Change to this Agreement.** Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis. While taking service on a month-to-month basis, the rate for electricity will be a variable rate that may be higher or lower each month and will be set in Direct Energy's sole discretion. Direct Energy typically considers the following factors when setting variable rates:

- publically available competitor pricing;
- strategic business objectives;
- customer retention or attrition;
- market volatility or uncertainty;
- anticipated customer usage;
- the cost of procuring power including wholesale prices, ancillary service costs, capacity auctions, utility fees, transmission and distribution losses and storage costs;
- weather, supply congestion and infrastructure issues;
- legal or regulatory issues; and
- profit margin.

**This list of factors is not exhaustive and no single factor will determine the rate.** Some factors must be estimated or projected and the factors Direct Energy considers may be weighed

differently each month. Direct Energy may amortize sudden cost increases over multiple billing cycles so that its customers do not bear the burden of such increases in a single month. In addition, Direct Energy seeks to acquire the majority of its anticipated electricity supply in advance rather than from the spot market. **For all of these reasons, the variable rate may not correlate with changes in wholesale market prices or your local utility's rates.** In addition, the variable rate may be higher than your local utility rate or other suppliers' rates. You may obtain next month's variable price by calling Direct Energy using the contact information set forth in Section 22 below.

A notice will be sent to you forty-five (45) days before the expiration of your Initial Term informing you of your impending automatic renewal. The notice will contain a copy of the Agreement with the proposed terms highlighting any changes in the material terms of this Agreement, and it will inform you of your right to accept the Agreement with the proposed terms or your right to terminate this Agreement without penalty. If you find the proposed changes unacceptable, you can, without incurring a charge from Direct Energy, terminate this Agreement and choose another electricity supplier. However, if you do terminate this Agreement and do not choose another electricity supplier, you will return to the EC for service. You will be billed for all Direct Energy charges through the date you are switched to the alternative provider or the EC.

**15. Your Right to Terminate Service.** You have three (3) business days after you receive a written copy of the Agreement to rescind your enrollment with Direct Energy ("First Rescission Period") by calling Direct Energy using the contact information set forth in Section 22 below. If you do so, Direct Energy will cease processing your enrollment. After the First Rescission Period you have an additional ten (10) days, from the date of the EC's enrollment confirmation letter ("Second Rescission Period"), to rescind your enrollment with Direct Energy by contacting the EC using the contact information set forth in Section 22 below. After the Second Rescission Period, if you choose to terminate your contract during the term of this Agreement, you must do so by contacting Direct Energy using the contact information set forth in Section 22 below. If you do so, it will take one (1) to two (2) billing cycles for your Direct Energy service to be terminated and you will remain responsible for paying all charges incurred under this Agreement through the date you are switched to another supplier or returned to the EC for service. After the Second Rescission Period, your right to terminate this Agreement prior to the end of the Initial Term is subject to the payment of the early termination fee and/or device cost recovery fee in the amounts set forth in the Rate Plan Summary.

**16. Relocation.** You should notify both your EC and Direct Energy of a change in your residence/service location at least thirty (30) days before such change. A final meter read will be made at your old address and your account will be finalized with both your EC and Direct Energy. If you change your residence/service location within your EC's service territory, then you may have the option of entering into a new electricity supply contract for your new residence/service location. Direct Energy's contact information is set forth in Section 22 below. If you terminate, you will be responsible to pay for Direct Energy's service through the date that you are switched to another supplier or returned to the EC for service, and Direct Energy will have the





Direct Energy Services, LLC ~ Toll-Free Phone: 1-855-537-5547  
www.directenergy.com ~ csdirectenergy@directenergy.com

right to charge you the early termination fee and/or device cost recovery fee in the amounts set forth in the Rate Plan Summary.

**17. Direct Energy's Right to Terminate Service.** You are affirming to Direct Energy that you have provided Direct Energy with your correct and complete name, address and contact information and you do not have any outstanding balance with Direct Energy. If there is any evidence that any of these statements are or become untrue, or you otherwise provide fraudulent or misrepresented information, Direct Energy can terminate this Agreement immediately. Also, if for any reason performance of this Agreement becomes materially uneconomical to Direct Energy, or if Direct Energy is otherwise unable to continue this Agreement, Direct Energy can terminate this Agreement after giving you at least thirty-five (35) days' advance written notice. If Direct Energy terminates this Agreement, you must still pay all Direct Energy charges through the date you are switched to another supplier or returned to the EC for service. Your termination will not be effective until the next regularly scheduled meter read date following the date on which Direct Energy gives notice to your EC of its termination request.

**18. Title to Electric.** Title to the electricity will pass from Direct Energy to you when it is delivered by Direct Energy to the EC.

**19. Force Majeure.** Direct Energy will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events ("Force Majeure Events") are out of Direct Energy's reasonable control and may result in interruptions in service. Direct Energy is not responsible for the distribution of electricity to your residence through your EC. Direct Energy is not liable for Force Majeure Events, including but not limited to damages caused by acts of God, changes in laws, rules, or regulations or other acts of any governmental authority (including the Commission or PJM Interconnection, LLC, the operator of the regional power grid), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EC or any other cause beyond Direct Energy's reasonable control. In addition, you may be required to pay any additional or increased fees or charges that are generally beyond Direct Energy's reasonable control including, but not limited to, fees for switching, disconnecting, reconnecting or maintaining electric service or equipment, or transmission charges, that are imposed by law, rule, regulation or tariff, or Commission rule or order. These charges or fees will be passed through to you and added to your price.

**20. Limitations of Liabilities.** LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES. DIRECT ENERGY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. DIRECT ENERGY IS NOT LIABLE FOR INTERRUPTIONS TO, OR SHORTAGES OF, ELECTRICITY SUPPLY, NOR IS IT LIABLE FOR ANY RESULTING ASSOCIATED LOSS OR DAMAGE. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE.

**21. Direct Energy's Representations and Warranties; Limitations.** The electricity provided under this Agreement will meet the quality standard of the EC and will be supplied from a variety of electric generation sources, including the electricity

provided pursuant to any renewable energy requirements. Direct Energy makes no representations or warranties other than those expressly set forth in this Agreement. DIRECT ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**22. Contact Information.**

**Direct Energy:** You may contact Direct Energy in one of the following ways: (a) call 1-855-537-5547, Monday through Friday 8:00 a.m. to 8:00 p.m. EST, and Saturday 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice); or (b) write to Direct Energy at PO Box 180, Tulsa, OK 74101-0180 (be sure to include your choice ID(s)). Direct Energy's internet domain address is: <http://www.directenergy.com>. Answers to frequently asked questions can be found on Direct Energy's website.

**Your Electric Company:** For utility customer service, outage, service interruption or emergency, please refer to your Rate Plan Summary for information.

**The Commission:** You may contact the Public Service Commission of the District of Columbia, as follows: (a) call 1-202-626-5100; or (b) contact their website address at <http://www.dcpsc.org>.

**Other:** You may contact the Office of the People's Counsel of the District of Columbia at 1-202-727-3071. Their website is <http://www.opc-dc.gov/>.

**23. Privacy Policy.** Direct Energy may not release your electricity billing, payment and credit information without your prior written consent; however, Direct Energy is permitted to disclose to any party, including the EC, any such information for the purpose of facilitating billing, bill collection and credit reporting. Further, except as described below, Direct Energy may not release your other proprietary personal information to any other person without your prior written consent. Other proprietary personal information means your name, address, choice ID, type or classification of service, historical electricity usage (actual or profiled by your EC), current electricity usage, expected patterns of use, types of facilities receiving service and individual Agreement information. These prohibitions do not apply to the release of your information under certain circumstances: as required by law, including release to the Commission; as required by court order or the Commission, as required by law enforcement agencies or your EC. Finally, Direct Energy may also share your other proprietary personal information with its affiliates or a third party for the purpose of, or in connection with, the development, operation, maintenance, marketing, selling or evaluating Direct Energy's or any of its affiliates' products or services, including this generation service if you have provided your written consent to the release of such information.

**24. Choice of Law.** This Agreement will be governed by the laws of the District of Columbia, without regard to its conflict of law principles.

**25. Customer Information Release Authorization.** By entering into this Agreement, you agree that your EC may release to Direct Energy certain information that Direct Energy needs to provide service to you, including your billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Direct Energy will not give or



Direct Energy Services, LLC ~ Toll-Free Phone: 1-855-537-5547  
www.directenergy.com ~ csdirectenergy@directenergy.com

sell your personal information to any unaffiliated party without your prior written consent, subject to the provisions set forth in Section 23 above.

**26. Miscellaneous Provisions.** This Agreement is subject to applicable laws and supersedes any previous promises, understandings and agreements. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, you agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If a provision cannot be modified in a manner that would make it valid, legal and enforceable, the provision shall be severed from the Agreement, and all other provisions shall remain in full force and effect. Any failure on our part to enforce any of the terms of this Agreement or to exercise any right under such terms shall not be considered a waiver of Direct Energy's right to enforce each and every such term, exercise such right or exercise any other right under this Agreement. You may not assign this Agreement without Direct Energy's prior written consent. Direct Energy may: (a) transfer or sell this Agreement or your account in connection with any financing; (b) assign this Agreement to any of its affiliates; (c) transfer this Agreement in connection with the acquisition or sale of all or a portion of Direct Energy's customer agreements to the acquiring or purchasing party; provided, however, that proprietary customer information involved in such acquisition or sale is subject to a confidentiality agreement(s); and (d) transfer this Agreement to another supplier licensed by the Commission. After assignment, Direct Energy will have no further obligations under

this Agreement. This Agreement is binding upon you and Direct Energy, and will further bind each of your successors and permitted assigns. There are no third-party beneficiaries to this Agreement.

**27. Dispute Resolution.** In the event of a dispute you may contact Direct Energy in the manner described in Section 22 of this Agreement. If the dispute is not resolved to your satisfaction you may file an informal complaint with the Office of the People's Counsel at the phone number set forth in Section 22.





**Direct Energy.**

Direct Energy Services, LLC ~ Toll-Free Phone: 1-855-537-5547  
www.directenergy.com ~ csdirectenergy@directenergy.com

Name of authorized energy purchaser or business entity ("Customer"): \_\_\_\_\_

Relationship to account holder: \_\_\_\_\_ Name as it appears on the utility bill (if different): \_\_\_\_\_

Service address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home telephone: \_\_\_\_\_

**NOTICE OF CANCELLATION**

Transaction date: \_\_\_\_\_

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO DIRECT ENERGY AT PO BOX 180, TULSA, OK 74101-0180 NO LATER THAN MIDNIGHT OF \_\_\_\_\_ (DATE). I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Name \_\_\_\_\_ Account number \_\_\_\_\_

✂ For cancellation cut here and mail. Keep top copy for your records. -----

Name of authorized energy purchaser or business entity ("Customer"): \_\_\_\_\_

Relationship to account holder: \_\_\_\_\_ Name as it appears on the utility bill (if different): \_\_\_\_\_

Service address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home telephone: \_\_\_\_\_

**NOTICE OF CANCELLATION**

Transaction date: \_\_\_\_\_

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO DIRECT ENERGY AT PO BOX 180, TULSA, OK 74101-0180 NO LATER THAN MIDNIGHT OF \_\_\_\_\_ (DATE). I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Name \_\_\_\_\_ Account number \_\_\_\_\_