

**Direct Energy's Natural Gas Price Protection Program Commercial Agreement and Appointment of Agent**

**To: Direct Energy Services, LLC ("Direct Energy")**

**Term of Agreement.** Subject to Direct Energy's acceptance of this Agreement and Acceptance by my Natural Gas Utility ("NGU"), I hereby appoint Direct Energy as my exclusive agent and supplier for natural gas service in the Customer Select Program. My service under this Agreement will begin on my meter reading date as determined by my NGU tariff and will continue for 36 months ("Initial Term") thereafter. My NGU will continue to deliver my natural gas, provide billing and other services. I understand that as part of Direct Energy's process of qualifying me for this Agreement, Direct Energy may investigate my credit history and choose to obtain a consumer credit report on me from a consumer-reporting agency. If Direct Energy learns that my credit, payment history, or account status is not satisfactory, Direct Energy may decline to provide gas service to me at the time of application or refuse a requested price plan change. My rate is being offered to me based on my historical natural gas usage. If my actual usage exceeds my average historical usage by 50% or greater I agree that Direct Energy has the right to renegotiate or terminate this Agreement.

**Pricing, Billing and Payment Terms.** Under my Agreement, I will continue to pay distribution and transportation costs to my NGU. Direct Energy will charge me a fixed price of: \$1.039 per therm for twelve (12) billing cycles. This price is exclusive of all applicable state and local taxes and NGU charges. My NGU will send me a single monthly bill that will include my NGU's charges and Direct Energy's charges and I will continue to pay my bill in accordance with the NGU's billing and payment policies. In the event that I fail to pay my bill or fail to meet any agreed-upon payment arrangement, Direct Energy may terminate this Agreement after providing me with fifteen (15) days written notice. Such termination will not relieve me of my payment obligations to Direct Energy for service to the date of such termination. I also agree to pay late payment fees of 1-1/2% per month and any collection costs incurred.

**Termination.** My Agreement will terminate without penalty if: (a) if I move to an area not served by Direct Energy, or (b) Direct Energy returns my service to the NGU for any reason except for nonpayment.

**Cancellation.** My NGU will send me a written notice confirming my decision to enroll with Direct Energy. I have the right to cancel this Agreement without penalty within three (3) business days after the postmark on the NGU enrollment confirmation notice by contacting Direct Energy at 1-866-266-2084 or in writing. I may also cancel this Agreement at any time thereafter without penalty. Such cancellation will not relieve me of my payment obligations to Direct Energy for service to the date of cancellation. I understand that cancellation will be effective with my next meter read date of not less than 30 days after such request is received by Direct Energy.

**Switching.** If I change my Natural Gas Supplier, my new supplier may apply a switching fee.

**Assignment.** This Agreement can be transferred or assigned by Direct Energy to a third party or an affiliate at any time without my consent, provided however, that the transferee or assignee has the necessary approvals and licenses in order to fulfill its obligations under this Agreement.

**Renewal.** Upon completion of the Initial Term this Agreement will automatically renew on a month-to-month basis at the same terms unless Direct Energy sends me written notice in advance of the renewal date. Such written notice will be sent at least 30 days prior to the renewal date, apprising me of any proposed changes in the terms and conditions of this Agreement and my right to renew, terminate or renegotiate this Agreement. While taking service on a month-to-month basis, I understand that I may cancel or terminate this Agreement without penalty as long as I provide Direct Energy with thirty (30) days notice.

**Warranty.** This Agreement, including applicable attachments, as written makes up my entire Agreement with Direct Energy. The natural gas sold under this Agreement will meet applicable industry standards. DIRECT ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND DIRECT ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

**Force Majeure.** Direct Energy will make commercially reasonable efforts to provide gas service, but does not guarantee a continuous supply of natural gas. Certain causes and events out of the control of Direct Energy ("Force Majeure Events") may result in interruptions in service. Direct Energy will not be liable for any such interruptions caused by a Force Majeure Event. Direct Energy does not transmit or distribute natural gas. Therefore, I agree that Direct Energy is not and shall not be liable for damages caused by Force Majeure Events, including acts of God, 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 NGU including but not limited to a facility outage on its gas distribution lines, changes in laws, rules, or regulations of any governmental authority (including but not limited to the Illinois Commerce Commission), or any cause beyond Direct Energy's control. Force Majeure Events shall not include any inability to perform for financial reasons or any change in Customer's requirements for natural gas service.

The remedy in any claim or suit I may bring against Direct Energy will be limited to direct actual damages. By entering into this Agreement, I waive any right to any other remedy. In no event will either Direct Energy or I be liable for consequential, incidental, 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. I agree to indemnify and hold harmless my NGU for any and all obligations of Direct Energy hereunder and under all applicable tariffs and regulations related to the Choices For You program.

**Direct Energy Contact Information.** If I have a question about or disagree with the natural gas commodity portion of my bill, I may call Direct Energy's Customer Service Contact Center at 1-866-625-5526, Monday through Friday 7:00 a.m. - 7:00 p.m. CST and Saturday 7:00 a.m. - 4:00 p.m. CST (contact center hours subject to change). I may also write to Direct Energy at: P.O. Box 642156, Omaha, NE 68164.

**Dispute Resolution.** I understand that Direct Energy will endeavor to resolve any disagreement or complaint I may have. If my questions are not resolved after I have called Direct Energy I may call the **Illinois Commerce Commission's Consumer Services Division at 1-800-524-0795 or visit their address at [www.icc.state.il.us/ci/consumerservices.aspx](http://www.icc.state.il.us/ci/consumerservices.aspx)**

**Emergency.** In the event of an emergency such as a gas leak, please call your NGU at 1-866-556-6002.