

Direct Energy Referral Program Terms and Conditions

These terms and conditions apply to the Direct Energy Referral Program (“Program”) from Direct Energy Retail Services, LLC (“Direct Energy”). By referring a customer (“Referring Customer”), being referred and activating service (“Referred Customer”), or otherwise participating under the Program, the Referring Customer and Referred Customer agree to these terms. Rewards: Under the Program, eligible Referring Customers and Referred Customers satisfying all Program eligibility criteria shall each receive a reward (“Reward”). The type and amount of the Reward shall be determined by Direct Energy and is subject to change at Direct Energy’s sole discretion. Eligibility: Referrals may only be submitted by active Direct Energy residential or small business customers with a Texas service address. To qualify for Rewards, Referred Customers must be new Direct Energy residential electricity customers in Texas enrolled on a term plan with a minimum of 10 days of active electricity service on that plan.

Sales and Marketing Representatives Not Eligible: Sales and/or marketing representatives promoting Direct Energy products and services, including without limitation third-party sales representatives, are not eligible for participation in the Program. Enrollments conducted by or through third-party sales or marketing agents shall not qualify for any Program Reward for either the Referring Customer or the Referred Customer. Reward Requirements: In order for the Referring Customer and Referred Customer to receive a Reward, the Referring Customer must refer another qualified individual for enrollment on a term plan (enrollments on month-to-month electricity plans do not qualify) for retail electricity service and the Referred Customer must:

- Sign up for electricity service on a qualifying Direct Energy retail electricity plan and provide the Referring Customer’s Referral ID Number to Direct Energy during the enrollment process;
- Not have been a Direct Energy electricity customer at the time of enrollment on the Direct Energy electricity plan; and
- Receive electricity service on the qualifying electricity plan on which the Referred Customer enrolled and maintain an active account (i.e., not cancel or rescind service) for at least ten (10) days following the initiation of electricity service on the plan.
- Meet all other Program requirements. Limits & Expiration: Various Rewards may be offered from time to time at the sole discretion of the Direct Energy. If Rewards are offered in the form of bill credits, credits will be applied to the electricity bill within two billing cycles after the Referred Customer has completed ten (10) days of electricity service. Offer and Rewards are not transferable or redeemable for cash (including bill credits, if

applicable). Referral Message Limits: A Referring Customer shall not (i) send mass or automatically generated emails, or any emails to individuals with whom he/she has no personal relationship; or (ii) send any SMS or other text message related to the Program (collectively, "Prohibited Messages").

Any Referring Customer that sends one or more Prohibited Messages will be disqualified from the Program, will not receive any Rewards, and will defend, indemnify and hold Direct Energy harmless from any third-party claims, damages, or losses resulting from the Referring Customer's actions.

General Provisions: This offer is intended for Direct Energy customers to refer their friends and family to Direct Energy new customers and should not be generally advertised or marketed in any commercial manner.

Direct Energy reserves the right to terminate or suspend any Referring Customer's participation in the Program if Direct Energy suspects noncompliance with these Program terms or other misuse, fraud, or abuse of the Program. Only one referral code can be used per Referred Customer. If multiple referrals are made to the same person, only the Referring Customer with the code that is used at time of sign up will be rewarded. Rewards may not be combined with other offers or promotions. Program participation is limited to qualifying Direct Energy customers. Property owners, electricity brokers, sales agents, managers, leasing/rental agents, and landlords, or their respective agents, employees or contractors, of apartments, townhouses, condominiums or other types of multiple dwelling units are not eligible to participate in the Program or receive any Rewards or other promotional offers under the Program or for referring a customer who rents, purchases or otherwise obtains a unit owned, managed, leased and/or maintained by such person.

Direct Energy reserves the right to change Rewards and eligibility criteria under the Program, and to alter, modify, suspend or terminate the Program at any time upon notice, which notice may be provided through Direct Energy's website, mail, e-mail or such other methods as determined by Direct Energy in its sole discretion.

Terms subject to change. Privacy and Information: By participating in the Program, the Referring Customer and Referred Customer each agree that Direct Energy may provide their information (such as first and last name) to the Referring Customer, Referred Customer, and others, including third party providers for purposes of administration of the Program. Referring Customer and Referred Customer also agree to Direct Energy's Privacy Policy Compliance with Laws; Prohibited Activities: Program participants must abide by all applicable local, state, and federal laws, regulations, statutes, rules and ordinances, in

connection with participation in the Program. Without limiting the foregoing, Program participants shall not:

- Send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise.
- Harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses.
- Transmit or post unlawful, harassing, bigoted, racist, hateful, libelous, abusive, tortious, defamatory, threatening, harmful, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way.
- Transmit or post any material that may infringe the intellectual property rights or other rights of third parties, including trademark, trade secret, copyright or right of publicity.
- Transmit or post any material that contains software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs and cancelbots.
- Interfere with or disrupt servers or networks connected to this Site or violate the regulations, policies or procedures of such networks.
- Attempt to gain unauthorized access to this Site or computer systems or networks connected to this Site through password mining or any other means.
- Harass or interfere with another user's use and enjoyment of this Site. In addition, you agree not to use any device, software, or routine, including but not limited to any viruses, worms, time bombs, to interfere or attempt to interfere with the proper working of this Site or any Service, or to intercept any system, data or personal information from this Site, nor will you take any action that imposes an unreasonable or disproportionately large load on this Site's infrastructure. FTC 16 CFR Part 255 Compliance: Program participants must comply with the Federal Trade Commission's 16 CFR Part 255 "Guides Concerning the Use of Endorsements and Testimonials in Advertising". Accordingly, if you make any post on any social network (such as Facebook, Twitter, Instagram, Pinterest, or LinkedIn) as a part of this Program, you must include, and not delete, any disclosure that the Program website automatically creates for the post you are making. In the event that no such disclosure is automatically generated for your social network, you must, at a minimum include either "This is a paid endorsement" or "#paidad" in any social network posts you make as a part of this Program. You are responsible for ensuring that your posts on any social network

comply with the terms of use of the site, and any other applicable laws, statutes, and regulations.