## **Provision** | Energy Choice Electric Plan Summary

Thank you for choosing Provision! We're proud to be your local competitive electricity supplier. Your utility will always deliver your electricity, and we'll always work hard on your behalf to ensure you're on the best rate and plan for your personal usage. Please retain these documents for your records.

### About Your Plan

| Supply Type | Utility | Rate Type | Rate | Entire Term | Cancel Fee | Green |
|---|---|---|---|---|---|---|
| Electric | DPL | First Month Variable Rate | $0.1149/kWh | 1 Month | $0.00 | 100% |

### About Your Electric Service Providers

| Your Competitive Electric Supplier | | Your Electric Distribution Utility | |
|---|---|---|---|
| Provision<br>2305 E Cesar Chavez St<br>Austin, Texas 78702<br>hello@getprovision.com | **Customer Service:** 800-930-5427<br>9:00 a.m. - 7:30 p.m. EST, M-F<br>**To Report an Electric Outage:**<br>877-468-8243 | **Mailing Address:**<br>1900 Dryden Rd,<br>Moraine, OH 45439 | **Customer Service:**<br>937-331-3900<br>8 a.m. - 5 p.m. M-F<br>**To Report an Electric Outage:**<br>877-468-8243 |

| Common Questions | |
|---|---|
| When will my new electric plan start? | For new enrollments, your service will begin in 1-2 billing cycles after your utility has accepted your enrollment with Provision. If you are an existing customer renewing into a new plan, these terms will be reflected on your bill after the first available billing cycle once your utility confirms your new rate. |
| How will I be billed? | You will continue to receive a single bill from your utility, which will include Provision's supply charges and your utility's delivery charges. The Provision supply charges will reflect your new rate plan. |
| What happens when my term is over? | Your initial term is 1 Month. Once your term is over, if you have not already selected a new rate plan, you will automatically be placed on our monthly variable rate plan. We will send you a letter 60 days prior to your contract ending to remind you to contact us to select a new plan. |
| What's the difference between a supplier and utility? | Your utility takes care of everything related to the distribution of electricity to your home, as well as infrastructure maintenance and emergencies. In Ohio, you have the right to choose certified retail electric service provider, like Provision, to manage your electricity supply, so you can access different rate plans options that are not available from your local utility, in order to best suit your usage and budget. |
| What if I'm not happy with my plan? | Your happiness is our only goal. If you are not totally satisfied, please reach out so we can find a way to make it right. Call 800-930-5427 between 9 a.m. and 7:30 p.m. EST, Monday through Friday, or at hello@getprovision.com. |
| How do I cancel my service? | If you'd like to cancel your service, or learn about other rate plan options, please contact us at 800-930-5427, between 9 a.m. and 7:30 p.m. EST, Monday through Friday, or at hello@getprovision.com. |

*You have 7 calendar days from the postmark date to change your mind about choosing Provision. To cancel, please contact your electric distribution utility using the contact information listed above.*

*Version:* 2247-1

**1. Purchase Agreement:** Provision Power & Gas, LLC ("Provision") is certified by the Public Utilities Commission of Ohio ("PUCO") to provide electricity to utility customers through the Energy Choice Program. This document outlines Provision's Terms of Service ("Agreement") and is effective as of the customer's enrollment date. By enrolling with Provision, the customer consents to this Agreement.

**2. Rate and Entire Term**: Provision agrees to provide the utility listed on your Plan Summary page, hereby referred to as "Utility," with electricity which will be distributed to the customer at the registered service address(es) on a month-to-month basis as demarcated by the customer's meter reading dates and until cancelled by notice as provided by this Agreement. The customer will be billed at the rate listed on their Plan Summary document during their Initial Term. At the end of the Initial Term, the customer will default to Provision's variable rate plan on a month-to-month basis and can cancel at any time without a fee. The monthly variable rate varies based on weather, supply, demand and profit. The monthly rate will vary based on the wholesale price of electricity as furnished by PJM Interconnection, LLC, and other relevant market factors, including Provision's assessment of applicable market conditions, capacity, ancillary costs of Renewable Energy Credits, administrative, balancing, transportation, line loss and credit costs, and a profit margin that may vary from month to month. The customer may also contact Provision to enroll in another available rate plan. The Provision rate excludes taxes and delivery fees. If an Early Termination Fee is in effect for this plan, it is noted in the Plan Summary page. Provision service is estimated to begin with the next available meter reading after processing of the request by the electric distribution utility. There are no other recurring or nonrecurring CRES provider, service or delivery charges.

**3. Cancellation and Changes:** The customer is allowed a seven (7) calendar day period from the confirmation notice postmark date ("Rescission Period") to rescind the enrollment. If the customer wishes to rescind this enrollment, he or she should contact the Utility orally, electronically, or in writing using the contact information on the Plan Summary page. After the Rescission Period, the customer may cancel the enrollment by calling Provision at 800-930-5427, 9:00 a.m. to 7:30 p.m. EST Monday through Friday, or by written notice to Provision, 2305 E Cesar Chavez St, Austin, TX 78702. Provision agrees to submit the customer's cancellation to the Utility within three (3) business days of receipt of notice, after which time the customer's account will be re-assigned according to the Utility's policies. An Early Termination Fee may apply for cancellations occurring after the Rescission Period. Any Early Termination Fee is noted as a Cancel Fee in the Plan Summary page. Unless prohibited by governing law (including but not limited to a Utility service change, change in law, or other regulatory order), Provision may make changes to this Agreement with thirty (30) days written notice before such changes. If, due to a change in market conditions, Provision wishes to lower the price per kilowatt hour charged to the customer under an existing contract, it may do so without consent provided there are no other changes to the terms and conditions to the contract.

**4. Billing:** The Utility will continue to read your meter, provide emergency service, transmit the electricity, and send a monthly bill. This bill will include applicable fees and charges from Utility and the Commodity (Provision) Charge. The customer is responsible for providing Provision with accurate account information, including telephone numbers and billing addresses. Provision may also cancel this Agreement with fourteen (14) days written notice or immediately upon the customer's violation of Provision's policy or should the customer fail to pay the bill or fail to meet any agreed-upon payment arrangements. Transmission billing and metering issues should be addressed with Utility using the information on the customer's bill. The customer will incur additional service and delivery charges from the Utility. All billing terms and conditions set forth by the Utility and the Utility Tariff apply.

**5. Voluntary Green Power Product:** To promote increased usage of renewable energy and the development of alternative energy resources, many states have adopted Renewable Resource Portfolios Standards, or Alternative Energy Portfolio Standards (collectively known as "RPS"). These RPS standards are statewide benchmarks for the percentage of electricity that must come from renewable or alternative energy sources, including but not limited to wind, hydro, solar and other sources. Continued development of renewable and alternative resources is largely driven by the adoption of these standards. As many states continue to work toward clean energy solutions and higher renewable or alternative standards, Provision is proud to lead the way with our commitment to exceeding the applicable RPS benchmarks in all of our markets. Our voluntary renewable power offerings come from regional renewable or alternative sources which have all been registered and qualified by a regional or state RPS administrator.

When you purchase Provision's voluntary Renewable Power Product you can be assured that electricity sold under this product is matched with renewable energy credits generated from renewable or alternative energy sources in the United States which have been qualified as such by a regional or state RPS administrator. The renewable energy credits are generated within five years of a customer's usage.

6. Moving and Termination: This Agreement will automatically terminate without an Early Termination Fee if the customer relocates outside the Utility service territory, if the new service location is not served by Provision, or if Provision does not offer the same rate plan in the new service location. In the event the customer relocates within the Utility service territory, the customer agrees to provide Provision with new account information in order to continue Provision service. If the customer switches back to Utility, they may or may not be served under the same rates, terms, and conditions that apply to other customers by the Utility.

The contract allows Provision to terminate the contract for any reason other than the customer's failure to pay or the occurrence of a force majeure event, including but not limited to, a change in any governing law or regulation that physically prevents or legally prohibits the CRES provider from performing under the terms of the contract.

7. Limitation of Liability/Eligibility/Jurisdiction: The customer acknowledges that this Agreement is for residential and small commercial customers in the Utility territory. By entering this Agreement, the customer guarantees that the enrolled accounts are residential or small commercial. Provision is not responsible for any decision arising out of Utility regarding the termination of customers from any Utility service. In the event of a Force Majeure as defined by Utility or any transmitting or transporting entity, Provision is not responsible for providing electricity.

8. Entire Agreement: This document represents the entire agreement between Provision and the customer and supersedes all other agreements that have come before it.

9. Privacy Policy: Provision is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except for Provision's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928:52 of the Revised Code, or assigning a customer contract to another CRES provider.

10. Disclosures, Contacts, and Dispute Resolution: For account inquiries, the Provision Customer Care representatives are available during normal business hours from 9:00 a.m. to 7:30 p.m. EST, Monday through Friday at: 800-930-5427 or hello@getprovision.com. Mailing address: 2305 E Cesar Chavez St, Austin, TX 78702. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8:00 a.m. - 5:00 p.m. EST weekdays, or at puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before PUCO. The OCC can be contacted at 877-742-5622 (toll-free) from 8:00 a.m. to 5:00 p.m. EST weekdays, or at pickocc.org.
The customer has the right to request, twice within a twelve-month period, up to twenty-four months of the customer's payment history from Provision. The Utility may charge switching fees to the customer. Provision is not responsible for any fees from the Utility or other electric providers. Provision is not responsible for any late charges, cancellation fees, or billing disputes between the customer and Utility or another supplier. Provision does not offer budget billing for the generation portion of the bill. Any budget billing arrangements must be made with the customer's Utility. Failure to pay Utility charges may result in the customer being disconnected in accordance with the Utility tariff.

11. Environmental Disclosure: The environmental disclosure information is shown at our website: provisionpg.com. Customer agrees that Provision may make its required environmental quarterly updates electronically at its website and will provide this information in hard copy form upon customer request.