Kona Energy Residential Electricity Sales Agreement
8127 Mesa Drive, Suite B206-241, Austin, TX 78759
1-855-KONA NOW (855-566-2669)

Residential Customer Disclosure Statement

Product	Kona Clear 1 Electricity (DUKE OH)
Fixed or Variable and, if Variable, How the Price is Determined	The current Variable Price is $0.0630 /kWh Electric Variable Price 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 Kona Energys costs, expenses and margins.
Length of the Agreement and End Date	Your Retail Electric Supply service from Kona Energy will begin as of the date the change of your provider to Kona Energy is deemed effective by your Electric Utility and shall continue for 1 month.
Process Customer May Use to Rescind Agreement Without Penalty	Customers may rescind the agreement within 7 calendar days following the postmark date of the electric utilitys confirmation notice by calling the electric utility at the designated local or toll-free number or by written notice to the electric utility, which is effective as of the date of the postmark.
Early Termination Fee and Method of Calculation	None
Late Payment Fee and Method of Calculation	1.5% per month on overdue balances
Provisions for Renewal of the Agreement	This Agreement will remain in effect unless Kona Energy is notified by Customer in writing or by phone of intent to cancel at least 30 days prior to the requested end date and at such time that the local distribution utility company completes termination. **This Agreement renews on a month to month basis at a variable rate methodology without Customers affirmative consent and will remain in effect until terminated by either party.** Kona Energy will not charge an ETF once the Customer has transferred to month to month. The electric utility will not send a confirmation upon the renewal of this Agreement. For more details see the Service Term section below.

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Kona Energy Residential Electricity Sales Agreement - Ohio

General Terms and Conditions - This is the Terms of Service Agreement (Agreement) between the undersigned Customer and Kona Energy (Kona) for the purchase of electricity service. Subject to the terms and conditions of this Agreement, Kona Energy agrees to sell electricity and the Customer agrees to purchase and accept the quantity of electricity as measured or estimated by the Electric Distribution Utility (EDU). The EDU will continue to deliver the electricity supplied by Kona Energy. Kona Energy is licensed as a CRES and CRNGS with the Public Utility Commission of Ohio (PUCO) in the State of Ohio. Kona Energy sets the Electric Generation Service Charge and the Natural Gas Supply charge while the PUCO regulates electric and natural gas distribution prices and services. The Federal Energy Regulatory Commission (FERC) regulates electric and natural gas transmission prices and services.

Service Term - The length of this Agreement is shown on the Disclosure Statement. The service term will begin as of the date the change of Customers provider to Kona Energy is deemed effective by the EDU and shall continue for the duration of the agreed upon term.

Rescission Period The Customer may rescind the agreement within 7 calendar days following the postmark date of the EDUs confirmation notice by calling the EDU at the designated local or toll-free number or by written notice to the EDU, which is effective as of the date of the postmark. Otherwise this Agreement shall remain in effect until the Customer notifies Kona Energy in writing or by phone of their intent to cancel at least 30 days prior to the requested end date and until such time as the EDU completes the termination in accordance with its rules. Early termination of the Agreement will lead to penalties described in the Penalties, Fees and Exceptions section of this Agreement.

Cancellation - If Customer would like to cancel service with Kona Energy, contact Kona Energy at 855.KONA.NOW. Cancellation or termination of this Agreement after service has been switched to Kona Energy will be submitted to the EDU by the next meter read date, per EDI processing requirements. Customer acknowledges the potential for delay and is responsible for all supply charges until Customer returns to EDU or goes to another supplier. A final bill will be rendered within 20 days after the final scheduled meter reading or if meter 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. A notification that the CRES provider may terminate the contract on at least fourteen calendar days written notice should the customer fail to pay the bill or fail to meet any agreed-upon payment arrangements. The Customers failure to pay electric utility charges may result in Customer being disconnected in accordance with the electric utility tariff.

Pricing, Billing and Payment - The price applicable to the Customer is specified in the Customer Disclosure Statement. Kona Energy does not provide budget billing for the generation portion of the bill.
Fixed Rate Plan: The Customer will pay the fixed rate per kWh as specified in the Disclosure Statement for the length of the Term.
Variable Rate Plan: A variable price will be established by Kona Energy based on market conditions.
The Customer will receive a single invoice for both commodity and delivery costs from the EDU. The amount invoiced may be based on either actual or estimated meter readings. The rate includes the price for electric and/or gas supply. It does not include distribution charges, state and local sales taxes, if applicable, or non-recurring charges.

Penalties, Fees and Exceptions - Residential Customers will pay an early termination fee as shown in their Residential Customer Disclosure Statement, if Customer cancels or terminates this Agreement prior to the end of the Term, unless this fee is waived or otherwise modified in writing by Kona Energy. There is no early termination fee for variable rate service. Notwithstanding the foregoing, Customer may cancel this Agreement without penalty if Customer moves to another location and provides a forwarding address, and, if required, reasonable evidence that you no longer occupy the service address. Customer will be responsible for amount due, up to the switch date, of all outstanding charges incurred prior to cancellation. A $30.00 fee will be charged to the Customer for returned checks, returned electronic fund transfers, and/or rejected credit card transactions. A late fee of 1.5% per month will be charged to the Customer if the Customer fails to pay the invoice in full within 20 days from the invoice date. Customer may be charged switching fees. If Customer switches back to the EDU they may or may not be served under the same rates, terms, and conditions that apply to other customers served by the EDU.

Assignment - Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder, without prior written consent from Kona Energy. Kona Energy may, without consent of the Customer, sell, pledge, transfer or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations thereunder, to another energy supplier, energy services company or other entity as authorized by the PUCO.

Consumer Protections - The services provided by Kona Energy are protected by the terms and conditions of this Agreement and PUCO.

Information Release Authorization - Customer authorizes Kona Energy to obtain billing and payment information from your EDU. This information includes, but is not limited to, Customers account number, meter reading data, rate class and electric and/or gas usage, Customers address(es) and telephone number, and Customers budget billing plan or payment arrangement preference. Customer also understands the PUC requires the EDU to communicate with Customer following a notice of change of CRES or CRNGS to confirm the change was authorized.

Dispute Resolution - In the event of a billing dispute or a disagreement involving Kona Energys service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Kona Energy by telephone at 855.KONA.NOW or in writing at 8127 Mesa Drive, Suite B206-241, Austin, TX 78759. Until the dispute has been resolved, the customer must pay the bill in full, except for the specific disputed amount. Such payment shall be refunded if warranted by the decision of the PUCO.
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 eight a.m. to five p.m. weekdays, or at http://ww.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 the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at http://ww.pickocc.org.

Miscellaneous - Customer has the right to request from the CRES provider, twice within a twelve month period, up to twenty-four months of the customers payment history without charge. Kona Energy is prohibited from disclosing Customers social security number and/or account number(s) without Customers consent except for Kona Energys 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.
Kona Energys environmental disclosure statement is available at www.konaenergy.com. Kona Energy will make the required quarterly updates to the statement electronically on our website and will also provide the information upon request.

Force Majeure - Kona Energy will make commercially reasonable efforts to provide electricity hereunder but Kona Energy does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Kona Energy (Force Majeure Events) may result in interruptions in service. Kona Energy will not be liable for any such interruptions caused by a Force Majeure Event, and Kona Energy is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall 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 EDU system, non-performance by the EDU (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Kona Energys control.

Limitations of Liability - Remedy in any claim or suit Customer against Kona Energy will be solely limited to direct actual damages. Kona Energy will not be liable for consequential, incidental, special, punitive, exemplary or indirect damages (including lost profits or other business interruption damages), whether by statute, in contract or tort, even if the result of negligence (whether sole, joint, concurrent, active or passive). All other liability will be limited to direct actual damages only, and such direct actual damages will be the sole and exclusive remedy. You hereby waive all other remedies at law or in equity. There are no third party beneficiaries to this agreement.

Emergency Services - The EDU will continue to respond to emergencies. In the event of a service interruption or other emergency, Customer should immediately call the EDU at the number provided below.

Contact Information - For questions concerning your rate, service initiation or service cancellation, please contact Kona Energy using the contact information below:

Energy Services Company:

Kona Energy
Internet Address: www.konaenergy.com
8127 Mesa Drive, Suite B206-241
Austin, Texas 78759

Customer Service 1-855-KONA NOW (855-566-2669)
Fax 888.739.6207
Operating Hours:
Monday Friday 9:00 a.m. 7:00 p.m. ET
Saturdays 11:00 a.m. 6:00p.m. ET

In the event of an electricity emergency, outage or service interruption, you should immediately contact your EDU.

Public Utilities Commission:

Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, Ohio 43215-3793
(800) 686.7826
http://www.puco.state.oh.us