



Ohio Residential and Small Commercial Disclosure Statement and Terms of Service

This is an agreement for electric generation service between Rushmore Energy, LLC (Rushmore Energy) and you, for the service address or addresses set forth in your Electric Service Agreement and confirmed in your welcome letter. Together, this Disclosure Statement, including the terms of service set forth herein, and your Electric Service Agreement collectively describe your agreement with respect to your purchase of electric generation service from Rushmore Energy (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Rushmore Energy is certified by the Public Utilities Commission of Ohio to offer and supply electric generation services in Ohio. Our PUCO certificate number is [14-894E](#). We set the generation prices and charges that you pay. Your Electric Distribution Utility will deliver the electric generation to you. The Public Utilities Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions

- Commercial Customer – A nonresidential customer that has a peak demand of less than 25 kilowatts during the most recent consecutive 12-month period.
- Competitive Retail Electric Service (CRES) provider - Rushmore Energy is a CRES provider and will supply electric generation and transmission services to your EDC based on your usage.*
- Electric Distribution Utility (EDU) – The public utility providing facilities for the distribution of electricity to retail customers. Also known as your electric distribution company or utility.
- Generation Charge – Charge for production of electricity.
- PUCO – Public Utilities Commission of Ohio.
- Transmission Charge – Charge for moving high voltage electricity from generation facilities to distribution lines of an electric distribution utility.

Right of Rescission - You may cancel this Agreement within seven (7) calendar days of the postmark date on the confirmation notice from your utility. The notice will include a toll-free number for you to call. You may also contact Rushmore at (800) 590-7295 during business hours (Monday-Friday, 9:00am - 5:00pm EST), by sending an email to ContactUs@RushmoreEnergy.com, or by writing to Rushmore Energy at the address listed below in Section 12.

Terms of Service

1. Basic Service Prices.

(a) Fixed Rate. If your rate is a fixed rate, you will pay the fixed rate per kWh set forth in your Electric Service Agreement and confirmed in your welcome letter during the term specified in your Electric Service Agreement, plus the base monthly charge. This rate will include the Generation Charge, Transmission Charge*, and estimated state taxes including any applicable gross receipts tax, but excludes applicable state and local sales taxes for services provided under this Agreement. If, due to a change in market conditions, Rushmore wishes to lower the price per kilowatt hour charged to you under the Agreement, it may do so without consent, provided there are no other changes to the terms and conditions of the contract.

(b) Variable Rate. If your rate is a variable rate, your rate per kWh for electric generation service provided under this Agreement may change each month based upon wholesale market conditions as they exist at the time. Rushmore Energy will charge you for all electricity billed by your EDU at a variable rate per kWh, based upon the price that we are able to obtain for electricity in the PJM market at your load zone for the applicable period, plus an adder of up to \$0.10 per kWh, plus generation and transmission* charges, and the base monthly charge, but will not charge you for EDU service. Rushmore Energy does not pay or arrange for the payment of any outstanding debts owed by you to the EDU or any previous supplier.

Your price will include (if applicable) estimated state taxes including the gross receipts tax, but not applicable sales tax or any local tax. You are responsible for any and all taxes (whether passed through to you on the EDU's bill as a separate line item or as part of the price of electricity, as required by law, rule, or regulation) and EDU charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide Rushmore Energy with the necessary certificates and other documentation to qualify for such status. You can find our current variable price by calling Rushmore Energy at (800) 590-7295 during business hours (Monday-Friday, 9:00am - 5:00pm EST) or by visiting the company website at www.RushmoreEnergy.com.

2. Billing. Your EDU will continue to issue a monthly bill and the bill will include both your Transmission Charge and your Generation Charge, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. Rushmore Energy will use the same meter reading information from the EDU to derive your Generation Charges. Unless otherwise provided herein, your payment terms will be governed by the terms of the EDU's tariff. Rushmore Energy does not offer budget billing for the generation portion of your bill. Please contact your EDU to make such arrangements. You may request from Rushmore Energy, twice in a 12-month period, up to 24 months of payment history, without charge. If you fail to pay your bill or meet any agreed-upon payment arrangement, your service may be terminated in accordance with the EDU's tariffs and your agreement with Rushmore may be automatically terminated, which may lead to early cancellation fees as outlined below.

3. Length of Agreement. With the exception of a new meter installation or special meter reading date, you will buy your electric generation service for the service addresses set forth in your Electric Service Agreement and confirmed in your welcome letter from Rushmore Energy on the next regularly scheduled meter reading or switching date available and will continue for the duration of the term specified in your Electric Service Agreement (the Term). You may cancel this Agreement within seven (7) calendar days of the postmark date on the confirmation notice from your utility. The notice will

*AEP Ohio, DP&L, and First Energy Ohio customers are charged directly by the EDU for transmission services. Rushmore Energy does not include any amount for Transmission Charge in those service areas.

include a toll-free number for you to call. This Agreement shall remain in effect until Rushmore Energy is notified of your intent to cancel and until such time as the EDU completes the termination in accordance with its rules.

4. Penalties, Fees, and Exceptions.

Fixed Rate Contracts. If you cancel this Agreement prior to the end of the Term, you will be subject to an early cancellation fee unless such fee is waived or otherwise modified in writing by Rushmore Energy.

- **Residential Customers:** the early cancellation fee is \$5 for each month remaining in the Term.
- **Commercial Customers:** the early cancellation fee is \$200 for each month remaining in the Term.

You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you. Any early cancellation fee may automatically be applied to your credit card or bank account depending on the automatic payment arrangements made during enrollment. If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. Rushmore Energy may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account. The electric utility may charge you switching fees.

5. Cancellation Provisions. You may cancel this Agreement without penalty within seven (7) calendar days of the postmark date on the confirmation notice from your utility. The notice will include a toll-free number for you to call. After that time, you may cancel this Agreement at any time by contacting Rushmore Energy, but you will be required to pay the early cancellation fee described in Section 4 above if you cancel prior to the expiration of the Term of this Agreement. You may also cancel this Agreement without penalty if you move to another utility service area and provide reasonable evidence, if requested, that you no longer occupy the service address. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date Rushmore Energy notifies your EDU. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. If you cancel service with Rushmore Energy and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers. Rushmore may terminate this Agreement on at least fourteen (14) calendar days written notice to you should you fail to pay your bill or meet any agreed-upon payment arrangements. If this Agreement is canceled or expires, you will receive uninterrupted service from the EDU until you designate another provider of electric generation service or service is shut off by the EDU. Failure to pay electric utility charges may result in the customer being disconnected in accordance with the EDU's tariff. Only the EDU may shut off your electric power.

6. Agreement Expiration/Change in Terms. If you have a fixed term agreement with us and it is approaching the expiration date we will send you advanced notice in a separate mailing between 45 and 90 days before the expiration date. We will explain your options in this advance notice including how you can choose to renew your service with Rushmore Energy. **If we do not receive a response by the end of your Term, we may return you to utility standard service, or you may be automatically placed on our then current, month-to-month product and pricing. After being placed on our month-to-month product, you may cancel service with Rushmore at any time, without penalty, according to the rules of your EDU.**

7. Information Release and Authorization. You designate Rushmore Energy as your authorized agent and hereby authorize Rushmore Energy to obtain credit and power usage history and to arrange transmission and other services for the purpose of serving your account. This authorization will remain in effect during the Term and any renewal term of this Agreement. You may rescind your authorization at any time by providing written notice thereof to Rushmore Energy. Rushmore is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except for Rushmore'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. You hereby consent to being contacted by Rushmore or its agents via phone, fax, email, text message, or other reasonable means, at any of your contact numbers or physical or electronic addresses, regardless of your listing on any federal, state, provincial, or other applicable "Do Not Call" list. Such contact will be in regard to the services provided under this Agreement, the collection of past due balances, or for matters related to your account.

8. Dispute Procedures. Contact us with any questions concerning our terms of service. You may call PUCO if you are not satisfied after discussing your terms with us. Ohio regulatory notice: "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 a.m. to 5 p.m. weekdays, or at <http://www.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://www.pickocc.org>."

9. Warranties. RUSHMORE ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. RUSHMORE 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. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

11. Miscellaneous.

- (a) If Rushmore Energy is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of Rushmore Energy that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, regional transmission organizations, aggregators, other CRES providers, qualified scheduling entities, EDUs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.
- (b) Your electric generation service will be provided in accordance with your existing connection requirements unless you request a change by the EDU and pay for the cost of that change. You may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric power under this Agreement will be measured at the delivery point by the EDU providing the delivery service in accordance with the terms of the applicable tariff for electric generation service. Rushmore Energy and you will be bound by the measurement from the meters owned, installed, maintained and read by the EDU.
- (c) This Agreement will be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Ohio, without regard to principles of conflicts of laws.
- (d) This Disclosure Statement and Terms of Service, along with your Electric Service Agreement as confirmed by your welcome letter, constitute the entire agreement between you and Rushmore Energy relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Rushmore Energy concerning the subject matter of the Agreement.
- (e) Rushmore Energy may assign this Agreement, together with all rights and obligations hereunder, to (i) Rushmore Energy's electricity supplier, or such supplier's designee, (ii) an affiliate of Rushmore Energy or to any other person succeeding to all or substantially all of Rushmore Energy's assets, or (iii) in connection with any financing or other financial arrangement. Rushmore Energy will provide you with notice prior to assignment of this Agreement, as required by applicable regulation.
- (f) Any failure by Rushmore Energy to enforce any term or condition of your electric generation service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.
- (g) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as nearly as possible.
- (h) The provisions of this Agreement concerning payment, limitation of liability, and waivers will survive the cancellation or expiration of this Agreement.

12. Contact Information. Information regarding Rushmore Energy's generation energy sources, variable rates, energy efficiency, environmental impacts, or historical billing data is available upon request. Rushmore's environmental disclosure statement is available for viewing on our website at www.RushmoreEnergy.com.

CRES Provider:
Rushmore Energy, LLC
P.O. Box 2640
Sugar Land, TX 77487
(800) 590-7295
PUCO Certificate # 14-894E
www.RushmoreEnergy.com
Hours: Mon-Fri (except holidays)
9:00 a.m. to 5:00 p.m., Eastern

Electric Distribution Utilities &
Providers of Standard Offer Service:

Duke Energy Ohio
139 East 4th St.
Cincinnati, OH 45202
www.duke-energy.com/ohio.asp
(800) 544-6900
(800) 543-5599 Outage

First Energy Ohio
76 Main St.
Akron, OH 44308
www.firstenergycorp.com
(888) 544-4877 Outage
(800) 633-4766 Ohio Edison
(800) 589-3101 Illuminating Company
(800) 447-3333 Toledo Edison

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215
Consumer Call Center:
(800) 686-PUCO (7826)

AEP Ohio
1 Riverside Plaza
Columbus, OH 43215
www.aepohio.com
(800) 672-2231

DP&L (DPL Inc.)
P.O. Box 1247
Dayton, OH 45401-1247
www.DPandL.com
(800) 433-8500
(877)-468-8243 Outage

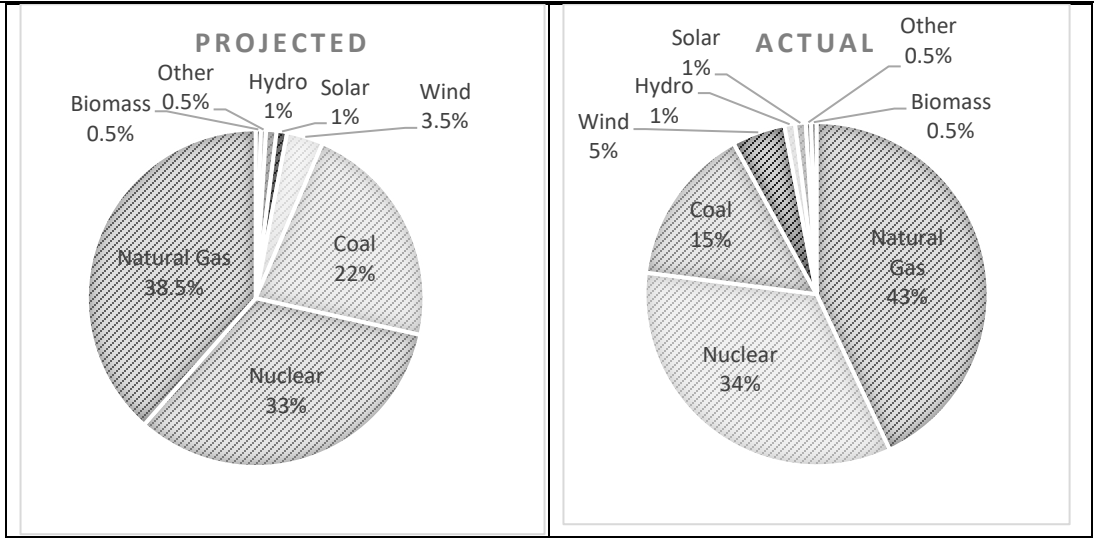
Environmental Disclosure Information – Quarterly Comparisons

Rushmore Energy, LLC

Projected Data for the 2023 Calendar Year

Actual Data for the Period 01/01/23 to 3/31/23

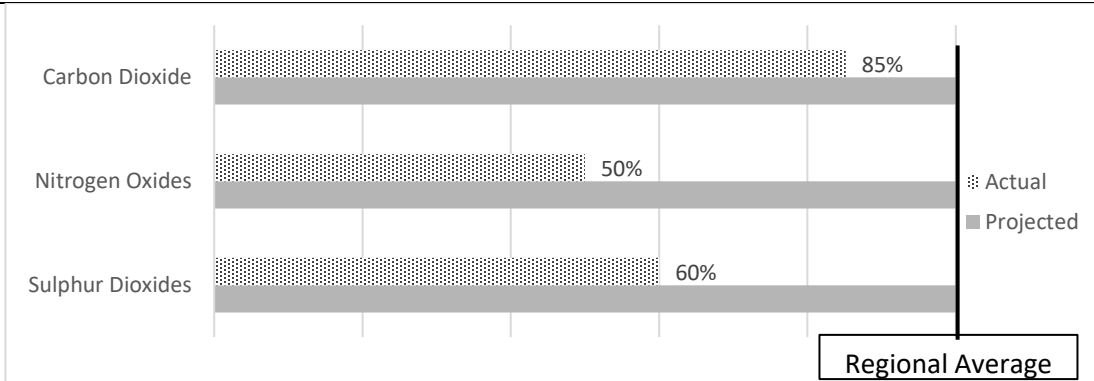
Generation Resource Mix -
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



Environmental Characteristics–
A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

Air Emissions –
Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



Radioactive Waste –
Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft ³ /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact **Rushmore Energy, LLC** at www.rushmoreenergy.com or by phone at (800) 590-7295.