

Indra Energy

1515 Market Street, Suite 1200 Philadelphia, PA, 19102

w: IndraEnergy.com
e: CustomerCare@IndraEnergy.com
toll free: 1 (888) 50-INDRA
1 (888) 504 6372

Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your electricity supplier. This package contains a copy of *The Terms and Conditions*, and a *Contract Summary* with key elements of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to

. You will receive a confirmation notice from

Energy as your electricity supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

Utility Account Number:

Rate Plan: Introductory Rate of \$_____/kWh for the first billing cycle, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at https://IndraEnergy.com/pennsylvania/pennsylvania-variable-rates/.

Cancellation Fees:

Budget Billing: Please contact

Renewable Energy Product Information: One hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at *CustomerCare@IndraEnergy.com*.

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit Indra Energy Rewards.com



PENNSYLVANIA TERMS OF SERVICE AND DISCLOSURE STATEMENT

INTRODUCTION. This is an agreement, together with your Contract Summary, Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or you for electric generation supply service at each of the account addresses listed in your Confirmation Letter (or listed in any addendum). You agree to authorize a switch of your natural gas and/or electric generation supply service to Indra and to purchase all the natural gas and/or electricty required to service each of the accounts listed in your Confirmation Letter (or listed in any addendum) ("Purchase Quantities") at a price as described in this Agreement.

<u>PISCLOSURES</u>. Indra Energy is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and provide natural gas supply service in Pennsylvania. Indra's natural gas PUC license number is A-2009-2100320. Indra Energy sets the natural gas commodity prices and charges that you pay. The PUC regulates distribution prices and services. Indra Energy is also licensed by the PUC to offer and provide electric generation supply service in Pennsylvania. Indra's electric PUC license number is A-2009-2108338. Indra sets the generation prices and charges that you pay. The Federal Regulatory Commission regulates transmission prices and services.

RIGHT OF RESCISSION. You may cancel this Agreement at any time before midnight of the third business day after you receive a copy of this Agreement by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing CustomerCare@IndraEnergy.com.

<u>DEFINITIONS.</u> "Generation Charge" means the charge for the production of electricity. "Transmission Charge" means the charge for moving high voltage electricity from a generation facility to the distribution lines of the electric utility. "Commodity Charge" means the charge for the natural gas that is sold, measured either by volume (Ccf, Mcf) or heating value (dekatherms).

PRICING.

Natural Gas and/or Electric Introductory or Initial Price (when applicable): You will pay an introductory/initial price as set forth in your Contract Summary and/or Confirmation Letter for the time period indicated in your Contract Summary and/or Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Contract Summary and/or Confirmation Letter.

<u>Variable Natural Gas Price (when applicable):</u> You will pay a price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion based on the wholesale cost of natural gas to

the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate. This price includes natural gas commodity charges and estimated Total State Taxes, but excludes applicable state and local Sales Tax. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. Your price may be higher or lower than your utility's rate in any given month, and there is no guarantee of savings. There is no limit on how much the price of your gas supply service will change from one billing cycle to the **next.** You can access future variable pricing information, updated monthly, by visiting Indra's website at https://IndraEnergy.com/pennsylvania/pennsylvaniavariable-rates/ or by calling (888) 504-6372.

Variable Electric Price (when applicable): You will pay a price for electric supply service that may vary from month to month as determined by Indra in its sole discretion based on on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate. This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. Your price may be higher or lower than your utility's rate in any given month, and there is no guarantee of savings. There is no limit on how much the price of your electric supply service will change from one billing cycle to the next. You can access future variable pricing information, updated monthly, by visiting Indra's website https://IndraEnergy.com/pennsylvania/pennsylvaniavariable-rates/ or by calling (888) 504-6372.

Fixed Electric and/or Natural Gas Price (when applicable): If you receive fixed electric and/or natural gas supply service from Indra, you will pay a fixed price as set forth in your Contract Summary and/or Confirmation Letter for the time period indicated in your Contract Summary and/or Confirmation Letter. For your natural gas supply price, it includes natural gas commodity charges, estimated Total State Taxes, but excludes applicable state and local Sales Tax. For your electric supply price, it includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

Historical Price Information: You may obtain Indra's previous 24 months' average monthly billed electric and/or natural gas supply prices for your rate class and electric and/or natural gas utility service territory by calling Indra at (888) 504-6372 or by visiting www.IndraEnergy.com/contact, where you can email Indra's Customer Care Department. Please be aware that historical pricing is not indicative of present or future pricing.

<u>TAXES.</u> You are responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the supply service provided under this Agreement. If you are tax exempt, you must furnish Indra an exemption certificate before service commences.

BILLING & PAYMENT. This Agreement does <u>not</u> include utility transportation, delivery, or other charges that your gas or electric utility may impose. You will receive a single bill from your utility each month which will include the charges for Indra's natural gas and/or electric supply service and for the services provided by your utility. You will make payment for all of these services directly to your utility.

LENGTH OF AGREEMENT. This Agreement will begin on a date set by your EDC and/or NGDC following your enrollment with Indra and will continue for the Contract Term/Length set forth in your Contract Summary.

RENEWAL PROVISION/CHANGE IN TERMS.

Natural Gas Supply Service: If you have a fixed duration natural gas contract approaching the expiration date, or whenever Indra Energy proposes to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

Electric Supply Service: If you have a fixed term electric contract approaching the expiration date, or whenever Indra proposes to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. An Initial Notice will be provided to you 45 to 60 days prior to the expiration date of the fixed term or the effective date of the proposed change in terms, and an Options Notice at least 30 days prior to the expiration of the fixed term or the effective date of the proposed change in terms.

CANCELATION. You may cancel this Agreement by: (a) calling Indra at (888) 504-6372; (b) sending a letter 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) e-mailing CustomerCare@IndraEnergy.com. You shall remain obligated to pay Indra for all natural gas and/or electric supply service provided to you prior to the effective date of such cancelation. You also shall be obligated to pay any reasonable attorneys' fees, and any related costs and expenses incurred by Indra in

connection with its attempt to collect and recover same. Indra may cancel this Agreement upon 15 days written notice to you if you fail to meet your obligations under this Agreement, your utility terminates your service, or if Indra is no longer able to serve you. The effective date of any such termination will be determined by your utility.

EARLY TERMINATION FEE. After this Agreement goes into effect, if you cancel you will be responsible for paying Indra any applicable early termination fees as set forth in your Contract Summary.

CUSTOMER INFORMATION RELEASE. You authorize Indra to initiate service to the accounts listed in your confirmation letter (or in any addendum), to begin your enrollment, and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility, so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information.

ENERGY INFORMATION AVAILABLE. If you are an Indra Energy customer, information on generation energy sources, energy efficiency, environmental impacts, and historical billing data is available from your natural gas and/or electric utility or Indra on request. RENEWABLE ENERGY INFORMATION. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such. If you select a natural gas renewable energy product, one hundred percent (100%) of your natural gas usage will be matched with carbon offsets.

MOVING. You may cancel this Agreement if you move from the Service Address(es) by providing Indra at least 30 days' advance written notice; but the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) that may be listed for you in this Agreement.

INCENTIVES. At the time of enrollment, customers may

be eligible to enroll in Indra's Restaurant.com Gift Card. After enrolling with Indra, all customers are eligible to sign up for Indra's Referral Incentive and Loyalty Credit programs. Please visit www.IndraEnergy.com/Rewards for more information about Indra's incentive programs. DISPUTE PROCEDURES AND QUESTIONS CONCERNING **YOUR SERVICE.** If you are receiving natural gas and/or electic supply service from Indra, you should contact Indra if you have any questions or complaints concerning your service. If you have a question or complaint concerning your nautral gas and/or electric distribution service, billing, metering, or other services provided by your natural gas and/or electric utility, you should contact your natural gas and/or electric utility directly. You can call the Public Utility Commission if you are not satisfied after discussing such matters with Indra. Complaints that pertain to

(relating to standards and billing practices for residential utility

Chapter 56

service) shall be handled and resolved in accordance with the applicable standards in Chapter 56. Indra shall give the Public Utility Commission access to disclosure statements, billing, and other customer information resources for compliance reviews as deemed necessary by the Commission. When complaints arise and are brought before the Public Utility Commission for resolution, the obligation of Indra shall be extended to the provision of pricing information.

ARBITRATION AND WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE **FULLEST** PENNSYLVANIA LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY. IT MUST BE RESOLVED THROUGH FINAL. BINDING ARBITRATION AND WE MUTUALLY FOREGO THE RIGHT TO RESOLVE IT IN A COURT OF LAW. THIS APPLIES REGARDLESS OF WHETHER THE ISSUE, CLAIM OR DISPUTE INVOLVES A TORT, FRAUD, BREACH OF CONTRACT, MISREPRESENTATION, PRODUCT LIABILITY, **NEGLIGENCE, AND VIOLATION OF A STATUTE OR ANY** OTHER LEGAL THEORY. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING ANY ASPECT OF YOUR PARTICIPATION IN THIS **SUPPLY** GAS & **ELECTRIC POWER** NATURAL AGREEMENT AND AUTHORIZATION TO SWITCH GAS SUPPLY SERVICE AND/OR ELECTRIC GENERATION SERVICE TO INDRA WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS NATURAL GAS & **ELECTRIC POWER** SUPPLY **AGREEMENT** AND AUTHORIZATION TO SWITCH GAS SUPPLY SERVICE AND/OR ELECTRIC GENERATION SERVICE TO INDRA. ALL ARBITRATIONS SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. YOU ACKNOWLEDGE AND AGREE THAT THIS SPECIFICALLY PROHIBITS YOU FROM COMMENCING ARBITRATION PROCEEDINGS AS A REPRESENTATIVE OF OTHERS OR JOINING IN ANY ARBITRATION PROCEEDINGS BROUGHT BY ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRICITY OR GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC GENERATION OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE **REGULATIONS OF ANY AGENCY IN YOUR STATE WITH** JURISDICTION OVER RETAIL ELECTRIC GENERATION OR **NATURAL GAS SUPPLIERS.**

CONTACT INFORMATION. Supplier Name: Indra Energy; Supplier Street Address: 1515 Market Street, Suite 1200, Philadelphia, PA 19102; Supplier Phone Number: (888) 504-6372; Supplier Internet Address: http://www.lndraEnergy.com/. Information about shopping for a natural gas and/or eletric supplier is available at www.PaGasSwitch.com and by calling the PUC's telephone number/ complaint hotline at 1-800-692-7830 or by visting the web at www.puc.pa.gov. You can also visit the Office of Consumer Advocate's website

at www.oca.state.pa.us. The PUC's address is: 400 North Street, Harrisburg, PA. 17120.

<u>APPLICABLE LAWS, ETC.</u> This Agreement is subject to all applicable local, state, and federal laws, and the orders, rules and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including the PUC. Services provided by your electric and gas utility are subject to all applicable state and federal laws, orders, rules, and regulations.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, gas or electric utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing pursuant to this Agreement.

REGULATORY CHANGES. This Agreement is subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff or regulatory structure ("Regulatory Change") which impacts any term, condition, or provision of this Agreement including, but not limited to price, Indra shall have the right to cancel or modify this Agreement to reflect such Regulatory Change by providing written notice to you.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE PENNSYLVANIA LAW, NEITHER INDRA ENERGY NOR INDRA POWER WILL BE LIABLE TO YOU, AND YOU WILL NOT BE LIABLE TO EITHER INDRA ENERGY OR INDRA POWER, FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

NO WARRANTIES. NEITHER INDRA ENERGY NOR INDRA POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

AGREEMENT DETAILS. Our full, legal name is Palmco Power PA, LLC dba Indra Energy for electric supply service and Palmco Energy PA, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants or undertakings other than those expressly set forth in this Agreement. Except as otherwise provided herein, this Agreement can only be amended by a writing signed by you and Indra. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH PENNSYLVANIA LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

ASSIGNMENT. You may not assign this Agreement without the prior written consent of Indra. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the PUC rules and procedures, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties.

EMERGENCIES. IF YOU ARE RECEIVING GAS SERVICE FROM INDRA UNDER THIS AGREEMENT, IN THE EVENT OF AN EMERGENCY, GAS OUTAGE, OR SERVICE INTERRUPTION, YOU SHOULD IMMEDIATELY CONTACT YOUR GAS UTILITY. IF YOU ARE RECEIVING ELECTRIC SERVICE FROM INDRA UNDER THIS AGREEMENT, IN THE EVENT OF AN EMERGENCY, ELECTRIC OUTAGE, OR SERVICE INTERRUPTION, YOU SHOULD IMMEDIATELY CONTACT YOUR ELECTRIC UTILITY.

CONTACT TOOK ELECTRIC OTILITY.			
Utility	Address	Phone Number for Outages & Emergencies	Universal Service Program
PPL Electric Utilities	827 Hausman Rd, Allentown, PA 18104-9392	1-800-342- 5775	OnTrack 1-800- 358-6623
PECO	2301 Market St, Philadelphia, PA 19103	1-800-841- 4141	CAP Rate 1-800- 774-7040
Duquesne Light	411 Seventh Avenue (6-1), Pittsburgh, PA 15219	1-888-393- 7000	CAP 1- 888-393- 7600
Metropolitan Edison	P.O. Box 3687, Akron, OH 44309	1-888-544- 4877	PCAP 1- 800-962- 4848

Penelec	P.O. Box 3687, Akron, OH 44309	1-888-544- 4877	PCAP 1- 800-962- 4848
Philadelphia	800 W.		
Gas Works	Montgomery Avenue, Philadelphia, PA 19122	(215) 235- 1212	(215) 235-1000
West Penn	P.O. Box 3687, Akron, OH 44309	1-888-544- 4877	LIPURP 1-800- 207-1250
UGI Utilities	P.O. Box 12677 Reading, PA 19612-2677	800-276- 2722	(800) 276-2722
People Gas - P	P.O. Box 535323 Pittsburgh, PA 15253-532	1-800-400- 4271	(800) 764-0111
People Gas - E - Equitable		1-800-400- 4271	(800) 764-0111
Columbia Gas of Pennsylvania	121 Champion Way, Suite 100 Canonsburg, PA 15317	(888) 460- 4332	(888) 460-4332
UGI Utilities	P.O. Box 13009 Reading, PA 19612-3099	(800) 276- 2722	(800) 276-2722

VE18-12.01

CUSTOMER NAME		
ADDRESS		•
UTILITY ACCOUNT NUMBER	-	



VARIABLE ELECTRIC CONTRACT SUMMARY

Electric Generation Supplier Information	Indra Energy ("Indra") Address: 1515 Market Street, Suite 1200, Philadelphia, PA 19102 Phone: (888) 504-6372 Website: www.IndraEnergy.com
	Indra is responsible for your electric generation charges.
Price Structure	Variable. For the <u>first</u> billing cycle of the Agreement, you will pay an Introductory Price of \$ per kWh and a variable rate thereafter, you will pay a price for electric supply service that may vary from
	month-to-month as determined by Indra in its sole discretion on the wholesale market prices acquired for energy, any supply and agency functions that Indra Energy performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra Energy, alternative and renewable energy requirements, and other prevailing business considerations and market conditions, plus Indra Energy's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. You can access future variable pricing information, updated monthly, by visiting Indra's website at https://IndraEnergy.com/pennsylvania/pennsylvania-variable-rates/ or by calling (888) 504-6372. There is no limit on how much the price of your electric supply service may change from one billing cycle to the next.
Generation/Supply Price	\$ per kWh. This is an introductory rate for the first billing cycle only, and thereafter, your rate will vary month to month based on the factors described above.
Statement Regarding Savings	Savings are not guaranteed.
Deposit Requirements	None.
Incentives	From time to time Indra Energy offers promotions and incentives that our customers may qualify to receive. Please visit www.IndraEnergy.com/rewards to see our latest promotional offers.
Contract Start Date	The start date will be a date set by your electric utility.
Contract Term/Length	Month-to-month.
Cancellation/Early Termination Fees	
Renewal Terms	The Agreement will renew automatically on a month-to-month basis under the same terms (with the price for electric service staying the same, decreasing, or increasing), unless you or Indra terminates the Agreement.
Electric Distribution Company (Utility) Information	 Duquesne Light Customer Service Center, Phone: 1 (412) 393-7100, Website: https://www.duquesnelight.com/ Met-Ed Customer Service Center, Phone: 1 (800) 545-7741, Website: https://www.firstenergycorp.com/content/customer/met_edison.html PECO Customer Service Center, Phone: 1 (800) 494-4000, Website: https://www.peco.com/ Penelec Customer Service Center, Phone: 1 (800) 545-7411, Website: https://www.firstenergycorp.com/content/customer/penelec.html PPL Electric Customer Service Center, Phone: 1 (800) 342-5775, Website: https://www.pplelectric.com/ West Penn Power Customer Service Center, Phone: 1 (800) 686-0021, Website: https://www.firstenergycorp.com/content/customer/west_penn_power.html Your utility is responsible for your distribution charges, reading your meter, emergencies, electric outages, and service interruptions.
	VF19-07 10



NOTICE OF CANCELATION

Date of transaction	(Date)		
receipt of a copy of this Letter of A any payments made by you unde within 10 BUSINESS DAYS following retransaction will be cancelled. If you condition as when received, any good the instructions of the seller regard goods available to the seller and the seller or dispose of the goods without the seller and the seller a	uthorization and Terms of r the contract or sale, an eceipt by the seller of your cancel, you must make avaids delivered to you under ding the return shipment eller does not pick them up ut any further obligation.	Service ("Agreement"). Id any negotiable instruction and learn the seller at your this contract or sale; of the goods at the seller within 20 days of the dat If you fail to make the	within THREE BUSINESS DAYS of your liftyou cancel, any property traded in ment executed by you will be returned any security interest arising out of the your residence, in substantially as good or you may, if you wish, comply with er's expense and risk. If you do make the se of your notice of cancellation, you may goods available to the seller, or if you erformance of all obligations under the
	15 Market Street, Suite 1200	0, Philadelphia, PA 19102	notice or any other written notice, or not LATER THAN MIDNIGHT of the 3rd
Buyers Signature:		Date:	
Buyers Name:		_	
receipt of a copy of this Letter of A any payments made by you unde within 10 BUSINESS DAYS following retransaction will be cancelled. If you condition as when received, any good the instructions of the seller regard goods available to the seller and the seller or dispose of the goods withougree to return the goods to the scontract. To cancel this transaction, mail or define the seller and th	s transaction, without any uthorization and Terms of receipt by the seller of your cancel, you must make avaids delivered to you under ding the return shipment eller does not pick them up ut any further obligation. eller and fail to do so, then eliver a signed and dated of Market Street, Suite 1200	Service ("Agreement"). Id any negotiable instruction and negotiable instruction notice, and allable to the seller at your this contract or sale; of the goods at the seller within 20 days of the dat If you fail to make the group of this cancellation 0, Philadelphia, PA 19102	within THREE BUSINESS DAYS of your lf you cancel, any property traded in ment executed by you will be returned any security interest arising out of the your residence, in substantially as good or you may, if you wish, comply with er's expense and risk. If you do make the se of your notice of cancellation, you may goods available to the seller, or if you erformance of all obligations under the notice or any other written notice, or not LATER THAN MIDNIGHT of the 3rd
Buyers Signature:		Date:	
Buyers Name:			



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Natural Gas and/or Electric Introductory or Initial Price (when applicable): You will pay an introductory/initial price as set forth in your Contract Summary and/or Confirmation Letter for the time period indicated in your Contract Summary and/or Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Contract Summary and/or Confirmation Letter.

<u>Variable Natural Gas Price (when applicable):</u> You will pay a price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion based on the wholesale cost of natural gas to

the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate. This price includes natural gas commodity charges and estimated Total State Taxes, but excludes applicable state and local Sales Tax. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. Your price may be higher or lower than your utility's rate in any given month, and there is no guarantee of savings. There is no limit on how much the price of your gas supply service will change from one billing cycle to the **next.** You can access future variable pricing information, updated monthly, by visiting Indra's website at https://IndraEnergy.com/pennsylvania/pennsylvaniavariable-rates/ or by calling (888) 504-6372.

Variable Electric Price (when applicable): You will pay a price for electric supply service that may vary from month to month as determined by Indra in its sole discretion based on on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate. This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. Your price may be higher or lower than your utility's rate in any given month, and there is no guarantee of savings. There is no limit on how much the price of your electric supply service will change from one billing cycle to the next. You can access future variable pricing information, updated monthly, by visiting Indra's website https://IndraEnergy.com/pennsylvania/pennsylvaniavariable-rates/ or by calling (888) 504-6372.

Fixed Electric and/or Natural Gas Price (when applicable): If you receive fixed electric and/or natural gas supply service from Indra, you will pay a fixed price as set forth in your Contract Summary and/or Confirmation Letter for the time period indicated in your Contract Summary and/or Confirmation Letter. For your natural gas supply price, it includes natural gas commodity charges, estimated Total State Taxes, but excludes applicable state and local Sales Tax. For your electric supply price, it includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

Historical Price Information: You may obtain Indra's previous 24 months' average monthly billed electric and/or natural gas supply prices for your rate class and electric and/or natural gas utility service territory by calling Indra at (888) 504-6372 or by visiting www.IndraEnergy.com/contact, where you can email Indra's Customer Care Department. Please be aware that historical pricing is not indicative of present or future pricing.

<u>TAXES.</u> You are responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the supply service provided under this Agreement. If you are tax exempt, you must furnish Indra an exemption certificate before service commences.

BILLING & PAYMENT. This Agreement does <u>not</u> include utility transportation, delivery, or other charges that your gas or electric utility may impose. You will receive a single bill from your utility each month which will include the charges for Indra's natural gas and/or electric supply service and for the services provided by your utility. You will make payment for all of these services directly to your utility.

LENGTH OF AGREEMENT. This Agreement will begin on a date set by your EDC and/or NGDC following your enrollment with Indra and will continue for the Contract Term/Length set forth in your Contract Summary.

RENEWAL PROVISION/CHANGE IN TERMS.

Natural Gas Supply Service: If you have a fixed duration natural gas contract approaching the expiration date, or whenever Indra Energy proposes to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

Electric Supply Service: If you have a fixed term electric contract approaching the expiration date, or whenever Indra proposes to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. An Initial Notice will be provided to you 45 to 60 days prior to the expiration date of the fixed term or the effective date of the proposed change in terms, and an Options Notice at least 30 days prior to the expiration of the fixed term or the effective date of the proposed change in terms.

CANCELATION. You may cancel this Agreement by: (a) calling Indra at (888) 504-6372; (b) sending a letter 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) e-mailing CustomerCare@IndraEnergy.com. You shall remain obligated to pay Indra for all natural gas and/or electric supply service provided to you prior to the effective date of such cancelation. You also shall be obligated to pay any reasonable attorneys' fees, and any related costs and expenses incurred by Indra in

connection with its attempt to collect and recover same. Indra may cancel this Agreement upon 15 days written notice to you if you fail to meet your obligations under this Agreement, your utility terminates your service, or if Indra is no longer able to serve you. The effective date of any such termination will be determined by your utility.

EARLY TERMINATION FEE. After this Agreement goes into effect, if you cancel you will be responsible for paying Indra any applicable early termination fees as set forth in your Contract Summary.

CUSTOMER INFORMATION RELEASE. You authorize Indra to initiate service to the accounts listed in your confirmation letter (or in any addendum), to begin your enrollment, and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility, so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information.

ENERGY INFORMATION AVAILABLE. If you are an Indra Energy customer, information on generation energy sources, energy efficiency, environmental impacts, and historical billing data is available from your natural gas and/or electric utility or Indra on request. RENEWABLE ENERGY INFORMATION. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such. If you select a natural gas renewable energy product, one hundred percent (100%) of your natural gas usage will be matched with carbon offsets.

MOVING. You may cancel this Agreement if you move from the Service Address(es) by providing Indra at least 30 days' advance written notice; but the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) that may be listed for you in this Agreement.

INCENTIVES. At the time of enrollment, customers may

be eligible to enroll in Indra's Restaurant.com Gift Card. After enrolling with Indra, all customers are eligible to sign up for Indra's Referral Incentive and Loyalty Credit programs. Please visit www.IndraEnergy.com/Rewards for more information about Indra's incentive programs. DISPUTE PROCEDURES AND QUESTIONS CONCERNING **YOUR SERVICE.** If you are receiving natural gas and/or electic supply service from Indra, you should contact Indra if you have any questions or complaints concerning your service. If you have a question or complaint concerning your nautral gas and/or electric distribution service, billing, metering, or other services provided by your natural gas and/or electric utility, you should contact your natural gas and/or electric utility directly. You can call the Public Utility Commission if you are not satisfied after discussing such matters with Indra. Complaints that pertain to

(relating to standards and billing practices for residential utility

Chapter 56

service) shall be handled and resolved in accordance with the applicable standards in Chapter 56. Indra shall give the Public Utility Commission access to disclosure statements, billing, and other customer information resources for compliance reviews as deemed necessary by the Commission. When complaints arise and are brought before the Public Utility Commission for resolution, the obligation of Indra shall be extended to the provision of pricing information.

ARBITRATION AND WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE **FULLEST** PENNSYLVANIA LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY. IT MUST BE RESOLVED THROUGH FINAL. BINDING ARBITRATION AND WE MUTUALLY FOREGO THE RIGHT TO RESOLVE IT IN A COURT OF LAW. THIS APPLIES REGARDLESS OF WHETHER THE ISSUE, CLAIM OR DISPUTE INVOLVES A TORT, FRAUD, BREACH OF CONTRACT, MISREPRESENTATION, PRODUCT LIABILITY, **NEGLIGENCE, AND VIOLATION OF A STATUTE OR ANY** OTHER LEGAL THEORY. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING ANY ASPECT OF YOUR PARTICIPATION IN THIS **SUPPLY** GAS & **ELECTRIC POWER** NATURAL AGREEMENT AND AUTHORIZATION TO SWITCH GAS SUPPLY SERVICE AND/OR ELECTRIC GENERATION SERVICE TO INDRA WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS NATURAL GAS & **ELECTRIC POWER** SUPPLY **AGREEMENT** AND AUTHORIZATION TO SWITCH GAS SUPPLY SERVICE AND/OR ELECTRIC GENERATION SERVICE TO INDRA. ALL ARBITRATIONS SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. YOU ACKNOWLEDGE AND AGREE THAT THIS SPECIFICALLY PROHIBITS YOU FROM COMMENCING ARBITRATION PROCEEDINGS AS A REPRESENTATIVE OF OTHERS OR JOINING IN ANY ARBITRATION PROCEEDINGS BROUGHT BY ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRICITY OR GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC GENERATION OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE **REGULATIONS OF ANY AGENCY IN YOUR STATE WITH** JURISDICTION OVER RETAIL ELECTRIC GENERATION OR **NATURAL GAS SUPPLIERS.**

CONTACT INFORMATION. Supplier Name: Indra Energy; Supplier Street Address: 1515 Market Street, Suite 1200, Philadelphia, PA 19102; Supplier Phone Number: (888) 504-6372; Supplier Internet Address: http://www.lndraEnergy.com/. Information about shopping for a natural gas and/or eletric supplier is available at www.PaGasSwitch.com and by calling the PUC's telephone number/ complaint hotline at 1-800-692-7830 or by visting the web at www.puc.pa.gov. You can also visit the Office of Consumer Advocate's website

at www.oca.state.pa.us. The PUC's address is: 400 North Street, Harrisburg, PA. 17120.

<u>APPLICABLE LAWS, ETC.</u> This Agreement is subject to all applicable local, state, and federal laws, and the orders, rules and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including the PUC. Services provided by your electric and gas utility are subject to all applicable state and federal laws, orders, rules, and regulations.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, gas or electric utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing pursuant to this Agreement.

REGULATORY CHANGES. This Agreement is subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff or regulatory structure ("Regulatory Change") which impacts any term, condition, or provision of this Agreement including, but not limited to price, Indra shall have the right to cancel or modify this Agreement to reflect such Regulatory Change by providing written notice to you.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE PENNSYLVANIA LAW, NEITHER INDRA ENERGY NOR INDRA POWER WILL BE LIABLE TO YOU, AND YOU WILL NOT BE LIABLE TO EITHER INDRA ENERGY OR INDRA POWER, FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

NO WARRANTIES. NEITHER INDRA ENERGY NOR INDRA POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

AGREEMENT DETAILS. Our full, legal name is Palmco Power PA, LLC dba Indra Energy for electric supply service and Palmco Energy PA, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants or undertakings other than those expressly set forth in this Agreement. Except as otherwise provided herein, this Agreement can only be amended by a writing signed by you and Indra. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH PENNSYLVANIA LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

ASSIGNMENT. You may not assign this Agreement without the prior written consent of Indra. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the PUC rules and procedures, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties.

EMERGENCIES. IF YOU ARE RECEIVING GAS SERVICE FROM INDRA UNDER THIS AGREEMENT, IN THE EVENT OF AN EMERGENCY, GAS OUTAGE, OR SERVICE INTERRUPTION, YOU SHOULD IMMEDIATELY CONTACT YOUR GAS UTILITY. IF YOU ARE RECEIVING ELECTRIC SERVICE FROM INDRA UNDER THIS AGREEMENT, IN THE EVENT OF AN EMERGENCY, ELECTRIC OUTAGE, OR SERVICE INTERRUPTION, YOU SHOULD IMMEDIATELY CONTACT YOUR ELECTRIC UTILITY.

CONTACT TOOK ELECTRIC OTILITY.			
Utility	Address	Phone Number for Outages & Emergencies	Universal Service Program
PPL Electric Utilities	827 Hausman Rd, Allentown, PA 18104-9392	1-800-342- 5775	OnTrack 1-800- 358-6623
PECO	2301 Market St, Philadelphia, PA 19103	1-800-841- 4141	CAP Rate 1-800- 774-7040
Duquesne Light	411 Seventh Avenue (6-1), Pittsburgh, PA 15219	1-888-393- 7000	CAP 1- 888-393- 7600
Metropolitan Edison	P.O. Box 3687, Akron, OH 44309	1-888-544- 4877	PCAP 1- 800-962- 4848

Penelec	P.O. Box 3687, Akron, OH 44309	1-888-544- 4877	PCAP 1- 800-962- 4848
Philadelphia	800 W.		
Gas Works	Montgomery Avenue, Philadelphia, PA 19122	(215) 235- 1212	(215) 235-1000
West Penn	P.O. Box 3687, Akron, OH 44309	1-888-544- 4877	LIPURP 1-800- 207-1250
UGI Utilities	P.O. Box 12677 Reading, PA 19612-2677	800-276- 2722	(800) 276-2722
People Gas - P	P.O. Box 535323 Pittsburgh, PA 15253-532	1-800-400- 4271	(800) 764-0111
People Gas - E - Equitable		1-800-400- 4271	(800) 764-0111
Columbia Gas of Pennsylvania	121 Champion Way, Suite 100 Canonsburg, PA 15317	(888) 460- 4332	(888) 460-4332
UGI Utilities	P.O. Box 13009 Reading, PA 19612-3099	(800) 276- 2722	(800) 276-2722

VE18-12.01

CUSTOMER NAME	
ADDRESS	•
UTILITY ACCOUNT NUMBER	



NATURAL GAS VARIABLE CONTRACT SUMMARY				
Natural Gas Supplier Information	Indra Energy ("Indra") Address: 1515 Market Street, Suite 1200, Philadelphia, PA 19102 Phone: (888) 504-6372 Website: www.IndraEnergy.com Indra is responsible for your natural gas supply charges.			
Price Structure	Variable. For the first billing cycle of the Agreement, you will pay an Introductory Price of \$ per therm/mcf/ccf and a variable rate thereafter, you will pay a price for natural gas supply service that may vary from month-to-month as determined by Indra in its sole discretion based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra Energy performs for you, and other prevailing business considerations and market conditions, plus Indra Energy's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. You can access future variable pricing information, updated monthly, by visiting Indra's website at https://IndraEnergy.com/pennsylvania/pennsylvania-variable-rates/ or by calling (888) 504-6372. There is no limit on how much the price of your natural gas supply service will change from one billing cycle to the next.			
Natural Gas Supply Price	\$ per therm/mcf/ccf. This is an introductory rate for the first billing cycle only, and thereafter, your rate will vary month-to-month based on the factors described above.			
Statement Regarding Savings	Savings are not guaranteed.			
Deposit Requirements	None.			
Incentives	From time to time Indra Energy offers promotions and incentives that our customers may qualify to receive. Please visit www.IndraEnergy.com/rewards to see our latest promotional offers.			
Contract Start Date	The start date will begin with your first meter read by your local utility following your enrollment with Indra, typically 1-2 billing cycles.			
Contract Duration/Length	Month-to-month.			
Cancellation/Early Termination Fees				
End of Contract	The Agreement will renew automatically on a month-to-month basis under the same terms (with the price for gas service staying the same, decreasing, or increasing) unless you or Indra terminates the Agreement.			
	VE19-07.11			
Customer Signature:	Date:			

Customer Signature:	_ Date:
Agent Signature:	Date:



NOTICE OF CANCELATION

Date of transaction	(Date)		
receipt of a copy of this Letter of A any payments made by you unde within 10 BUSINESS DAYS following retransaction will be cancelled. If you condition as when received, any good the instructions of the seller regard goods available to the seller and the seller or dispose of the goods without the seller and the seller a	uthorization and Terms of r the contract or sale, an eceipt by the seller of your cancel, you must make avaids delivered to you under ding the return shipment eller does not pick them up ut any further obligation.	Service ("Agreement"). Id any negotiable instruction and learn the seller at your this contract or sale; of the goods at the seller within 20 days of the dat If you fail to make the	within THREE BUSINESS DAYS of your liftyou cancel, any property traded in ment executed by you will be returned any security interest arising out of the your residence, in substantially as good or you may, if you wish, comply with er's expense and risk. If you do make the se of your notice of cancellation, you may goods available to the seller, or if you erformance of all obligations under the
	15 Market Street, Suite 1200	0, Philadelphia, PA 19102	notice or any other written notice, or not LATER THAN MIDNIGHT of the 3rd
Buyers Signature:		Date:	
Buyers Name:		_	
receipt of a copy of this Letter of A any payments made by you unde within 10 BUSINESS DAYS following retransaction will be cancelled. If you condition as when received, any good the instructions of the seller regard goods available to the seller and the seller or dispose of the goods withougree to return the goods to the scontract. To cancel this transaction, mail or define the seller and th	s transaction, without any uthorization and Terms of receipt by the seller of your cancel, you must make avaids delivered to you under ding the return shipment eller does not pick them up ut any further obligation. eller and fail to do so, then eliver a signed and dated of Market Street, Suite 1200	Service ("Agreement"). Id any negotiable instruction and negotiable instruction notice, and allable to the seller at your this contract or sale; of the goods at the seller within 20 days of the dat If you fail to make the group of this cancellation 0, Philadelphia, PA 19102	within THREE BUSINESS DAYS of your lf you cancel, any property traded in ment executed by you will be returned any security interest arising out of the your residence, in substantially as good or you may, if you wish, comply with er's expense and risk. If you do make the se of your notice of cancellation, you may goods available to the seller, or if you erformance of all obligations under the notice or any other written notice, or not LATER THAN MIDNIGHT of the 3rd
Buyers Signature:		Date:	
Buyers Name:			