



## **TERMS AND CONDITIONS MARYLAND**

**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 Energy" or "Indra") and you for natural gas supply service and/or electric generation supply service at each of the account addresses listed in your Confirmation Letter (or listed in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra Energy and to purchase all the natural gas and/or electricity from Indra Energy required to service each of the accounts listed in your Confirmation Letter (or listed in any addendum) at a price as described in this Agreement. Indra Energy is licensed by the Maryland Public Service Commission to provide natural gas supply service (IR-1803) and electric supply service (IR-1804).

### **PRICING.**

#### **Natural Gas and/or Electric Introductory or Initial Price**

**(when applicable):** You will pay an Introductory or Initial Price as set forth in your Confirmation Letter and/or Contract Summary for the time period set forth in your Confirmation Letter and/or Contract Summary. 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 Confirmation Letter and/or Contract Summary.

#### **Natural Gas and/or Electric Fixed Price (when applicable):**

You will pay a Fixed Price as set forth in your Confirmation Letter and/or Contract Summary for the fixed term indicated in your Confirmation Letter and/or Contract Summary. Before the end of your fixed term, Indra Energy will send you a notice with your contract renewal and pricing options. Your service will automatically continue under the specified renewal terms unless you contact Indra Energy to terminate as set forth herein and as stated in the Renewal Notice. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

**Natural Gas Variable Price (when applicable):** You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra Energy 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.

**Electric Variable Price (when applicable):** You will pay a Variable Price for electric supply service that may vary from month to month as determined by Indra Energy in its sole discretion based 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.

#### **Natural Gas and/or Electric Supply Price Disclosures:**

Your natural gas and/or electric supply service price does not include, and you will be required to pay, applicable taxes and fees. Your natural gas and/or electric supply service price does not include your utility charges, for which you are responsible. Your variable natural gas and/or electric supply service price(s) may fluctuate from month-to-month and your Variable Price may be higher or lower than your utility's sales service or standard offer service rates in any given month. Indra Energy does not guarantee savings in any month or for the entire length of this Agreement. Indra Energy's current and historical prices are not an indicator of future prices. You may access your estimated rate for your next billing period at least 12 days prior to the close of your current billing period by visiting the Indra Energy website at <https://www.IndraEnergy.com/maryland-rates/>. Indra Energy may provide an estimated price for your next billing period and, if it does so, Indra Energy shall not charge a price for billing purposes that is higher than the estimate provided. **There is not a limit on how much your variable natural gas and/or electric supply service price may change from one billing cycle to the next.** The prices quoted in this Agreement are for the specified commodity (ies) provided by Indra Energy, and the Maryland Public Service Commission does not regulate Indra Energy's natural gas or electricity prices.

**AGREEMENT TERM.** This Agreement will begin when your local utility switches your account to Indra Energy. For Variable Price natural gas and/or electric supply service, this Agreement will continue until terminated by you or by Indra Energy. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter and/or Contract Summary, and may renew thereafter in accordance with this Agreement.

**TERMINATION.** Indra Energy may terminate this Agreement for any or no reason by giving you 30 days' advance written notice before the effective date of such termination. You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c)

CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra Energy is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra Energy prior to the effective date of the termination. The effective date of termination will be determined by your utility.

**NO EARLY TERMINATION FEE.** If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

**FIXED TERM AUTOMATIC RENEWAL.** At least forty-five (45) days before the expiration of your Fixed Term, Indra Energy will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra Energy in accordance with the Termination section herein, then your Agreement will automatically renew in accordance with the terms set forth in the Renewal Notice.

**BILL PAYMENT.** You will receive a single bill from your utility each month which will include the charges for Indra Energy'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. You will be billed for gas and/or electricity based on your consumption information that Indra Energy receives from your utility (ies) ("Billing Quantity"). Payment for gas and electricity supply service is due on your receipt of the bill. If payment is not received from you on a timely basis, Indra Energy may, after 30 days written notice to you, suspend performance and terminate this Agreement pursuant to procedures approved by the Maryland Public Service Commission ("Commission"), provided, however, that you shall remain obligated to pay for all gas and electricity sold to you prior to such cancellation. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra Energy within 20 days of the date of the bill at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You also shall pay Indra Energy's reasonable attorneys' fees and expenses incurred by it in collecting any payment from you.

**CUSTOMER INFORMATION PRIVACY POLICY & RELEASE.** You authorize Indra Energy to obtain from your utility certain information needed to commence or continue to provide natural gas and/or electric supply service to you. This may include, but is not limited to, information such as, your utility account number, billing address, service address,

utility account number, billing cycle, utility rate class or code, historical and future usage or consumption data including smart meter data, billing and payment history, credit information and public assistance status (collectively referred to as "Customer Information"). Indra Energy reserves the right to refuse to provide natural gas or electricity supply service to you under this Agreement if Indra Energy is unable to obtain Customer Information or it obtains Customer Information that it considers to be unsatisfactory. You authorize Indra Energy to release Customer Information to third parties that need to know such information in connection with your natural gas and/or electric supply service. This authorization will remain in effect throughout the term of this Agreement. You may rescind such authorization at any time by calling or providing written notice to Indra Energy. In the case of consolidated billing, you acknowledge that customer billing and payment information may be provided to Indra Energy.

**TAXES.** You are responsible for paying and reimbursing Indra Energy 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 Energy an exemption certificate before service commences.

**ENVIRONMENTAL DISCLOSURE & RENEWABLE ENERGY INFORMATION.** A copy of Indra Energy's environmental disclosure label information is available at [www.IndraEnergy.com](http://www.IndraEnergy.com). If you select a renewable energy product, the product will be obtained from 100 percent renewable energy credits ("REC") sourced from eligible energy resources such as wind, solar, or other approved resources pursuant to Maryland law. Renewable energy products containing Tier 1 renewable sources (wind, solar, ocean, etc.) or Tier 2 renewable sources (hydroelectric power), the RECs retired may be used to meet Indra Energy's Renewable Portfolio Standards ("RPS") obligation for 2018 or 2019 Compliance Year. Indra Energy may also meet its RPS obligation by paying a compliance fee to the Fund under Public Utilities Article, § 7-705(b), Annotated Code of Maryland. If you select a natural gas renewable energy product, one hundred percent (100%) of your natural gas usage will be matched with carbon offsets.

**ELECTRONIC COMMUNICATION.** Unless otherwise required by law, if you provide Indra Energy with your email address, you agree that Indra Energy 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 Energy 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 Energy by you.

**CHOICE OF LAW.** THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH MARYLAND LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

**DISPUTE RESOLUTION.** If you have any questions or concerns about your service under this Agreement, you should contact Indra Energy at (888) 504-6372 or by e-mail at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com). Customer and Indra Energy agree to use best efforts to resolve the dispute. The Maryland Public Service Commission can be contacted by calling 1-800-492-0474 or online at <http://www.psc.state.md.us>.

**ARBITRATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE MARYLAND LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE 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 TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE. 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 ENERGY 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.

**FORCE MAJEURE.** Neither you nor Indra Energy will be liable for breaching this Agreement if the breach is due to a force majeure event. A "force majeure event" shall include a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or

unavailability of transmission facilities, changes in laws, rules, or regulations of any governmental authority, and other events that cannot be prevented or overcome by due diligence. This does not include an inability to pay any amount owing pursuant to this Agreement.

**LIMITATION ON WARRANTIES AND DAMAGES.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE MARYLAND LAW, NEITHER YOU NOR INDRA ENERGY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT.

**AGREEMENT DETAILS.** Our full, legal name is Palmco Power MD, LLC dba Indra Energy for electric supply service and Palmco Energy MD, 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.** You may not assign this Agreement without Indra Energy's prior written consent. This Agreement will inure to and be binding upon the successors and assignees of the parties. This Agreement is the entire understanding between you and Indra Energy with respect to the subject matter hereof. Indra Energy 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, subject to the Public Service Commission rules and procedures governing such transactions.

**EMERGENCIES.** IN THE EVENT OF AN EMERGENCY OR SERVICE INTERRUPTION, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

**NO RELIANCE.** You acknowledge that: (1) you are not relying on any advice, statements, recommendations or representations of ours other than the written representations in this Agreement; (2) that you consulted with your own advisors to the extent you deemed necessary; and (3) that you understand the risks of entering into this Agreement, including the risk that Indra Energy's prices may be higher than your utility's rates. You acknowledge that you are capable and willing to assume those risks (whether financial, economic or otherwise) and that you have made your own decision to enter into this Agreement.

VE.18-12.01



### Fixed Maryland Contract Summary

<b>Electricity and/or Natural Gas Supplier Information</b>	Indra Energy – License No. IR-1804 (Electric) and IR-1803 (Gas) Address: 1515 Market Street, Suite 1200, Philadelphia, PA 19102 Email: CustomerCare@IndraEnergy.com Website: www.IndraEnergy.com Phone: (888) 504-6372
<b>Price Structure</b>	Fixed Price.
<b>Supply Price</b>	Your rate for supply service under this Agreement will be \$ _____ per kWh/therm for _____ months.
<b>Statement Regarding Savings</b>	The supply price may not always provide a savings.
<b>Incentives</b>	From time to time Indra Energy offers promotions and incentives that our customers may qualify to receive. Please visit <a href="http://www.Indraenergy.com/rewards">www.Indraenergy.com/rewards</a> to see our latest promotional offers.
<b>Contract Start Date</b>	The start date will begin on the date your utility completes your enrollment with Indra, in accordance with applicable utility rules and procedures.
<b>Contract Term/Length</b>	Total Fixed Term of _____ months following the Contract Start Date.
<b>Cancellation/Early Termination Fees</b>	None.
<b>Renewal Terms</b>	At least forty-five (45) days before the expiration of your Fixed Term, Indra will send you a Renewal Notice describing your renewal option(s). If you do not respond to the Renewal Notice, then this Agreement will automatically renew at the price then in effect in accordance with the terms set forth in the Renewal Notice. Additionally, you may access the estimated price for your next billing period at least twelve days prior to the close of your current billing period by visiting the Indra website at <a href="https://www.IndraEnergy.com/maryland-rates/">https://www.IndraEnergy.com/maryland-rates/</a> .

**For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.**

**VE18-10.01**



## NOTICE OF CANCELTATION

Date of transaction \_\_\_\_\_ (Date)

You, the customer, may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS of your receipt of a copy of this Letter of Authorization and Terms of Service ("Agreement"). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Indra Energy at 1515 Market Street, Suite 1200, Philadelphia, PA 19102 not LATER THAN MIDNIGHT of the 3rd business day following the date of your receipt of the Agreement.

I hereby cancel this transaction.

Buyers Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Buyers Name: \_\_\_\_\_

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Date of transaction \_\_\_\_\_ (Date)

You, the customer, may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS of your receipt of a copy of this Letter of Authorization and Terms of Service ("Agreement"). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

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I hereby cancel this transaction.

Buyers Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Buyers Name: \_\_\_\_\_