

**Business Address: 1515 Market Street, Suite 1200
Philadelphia, PA 19102**

Signature Page To Services Agreement

This signature page confirms your choice to enroll with **Indra Energy** and provides a summary of your new service account. The terms and conditions are attached for your reference.

We are currently processing your enrollment.

Your enrollment has been sent to your utility. Your utility will send you a confirmation notice confirming your selection of Indra Energy as your supplier.

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

Confirmation Number: 1580000031569

Date: August 10th, 2022

Sales Agent Detail:

Sales Channel: d2d

Agent Name: D2d test account

Agent ID:

Enrollment Detail:

Authorizer Name: Reena P

Phone: 1-206-656-1175

Email:

Service Address: Philadelphia Museum of Art, Philadelphia, Philadelphia County, Pennsylvania, 19130, United States

Billing Name: Reena P

Billing Address: Philadelphia Museum of Art, Philadelphia, Philadelphia County, Pennsylvania, 19130, United States

Account Number: 08043535366636363666

Rate Plan Detail:

Utility: Met-Ed

Program Code: FE-METED_NA_INI006100R_01_ISC_001_N100_XX

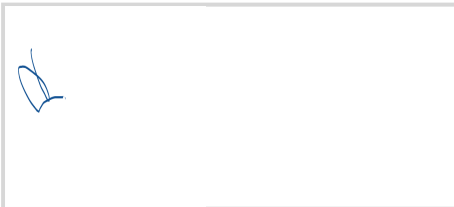
Rate Plan: TIERED

Rate: The price for your first month/billing cycle only will be \$0.061 per kWh for ELECTRIC . You will then pay a Fixed Price of \$20.88 per kWh for 12 consecutive months for ELECTRIC .

ETF: None

Renewable Percentage: 100%

Customer Signature



GPS Information



Estimated address: 

Sales Agent Coordinates

Latitude: 26.201

Longitude: 50.6069

Service Address 

CUSTOMER NAME Reena P

ADDRESS Philadelphia Museum of Art, Philadelphia, Philadelphia County, Pennsylvania, 19130, United States

UTILITY ACCOUNT NUMBER 08043535366636363666



Indra Energy
Electric Supplier Contract Summary
Two Phase Fixed Product
Residential & Small Commercial

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.
Electric Price Structure	An Initial /Introductory price, thereafter a Fixed price.
Electric Generation/Supply Price	You will pay an Initial/Introductory Price of \$0.061 per kWh for the first month/billing cycle. You will then pay a fixed price for 12 consecutive months/billing cycles at \$20.88 per kWh.
Statement Regarding Savings	Savings are not guaranteed.
Deposit Requirements	None.
Incentives	100% Renewable Energy. See Terms & Conditions for additional details. 50 Indra Reward Dollars; Terms & Conditions apply. For a full description of this incentive and its associated Terms & Conditions, please visit https://www.indraenergyrewards.com/#terms , or call Indra's Customer Care Department to receive a paper copy by mail.
Contract Start Date	The Initial Term of this Agreement will start on the next available meter read date after your electric generation supplier is changed to Indra by your Local Utility.
Contract Duration/Length	12 months.
Cancellation/Early Termination Fees	None
End of Contract	If you have a fixed duration contract that will be ending, or whenever <u>Indra</u> wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.
Right of Rescission	You may cancel this Agreement at any time before midnight of the third business day following the receipt 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 .

CUSTOMER NAME Reena P

ADDRESS Philadelphia Museum of Art, Philadelphia, Philadelphia County, Pennsylvania, 19130, United States

UTILITY ACCOUNT NUMBER 08043535366636363666



Indra Energy
Natural Gas Supplier Contract Summary
Two Phase Fixed Product
Residential & Small Commercial

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 generation charges.
Natural Gas Price Structure	An Initial /Introductory price, thereafter a Fixed price.
Natural Gas Supply Price	You will pay an Initial/Introductory Price of \$ per for the first month/ billing cycle. You will then pay a fixed price for consecutive months/billing cycles at \$ per .
Statement Regarding Savings	Savings are not guaranteed.
Deposit Requirements	None.
Incentives	100% Carbon Offset. See Terms & Conditions for additional details. 50 Indra Reward Dollars; Terms & Conditions apply. For a full description of this incentive and its associated Terms & Conditions, please visit https://www.indraenergyrewards.com/#terms , or call Indra's Customer Care Department to receive a paper copy by mail.
Contract Start Date	The Initial Term of this Agreement will start on the next available meter read date after your natural gas supplier is changed to Indra by your Local Utility.
Contract Duration/Length	months/billing cycles.
Cancellation/Early Termination Fees	
End of Contract	If you have a fixed duration contract approaching the expiration date, or whenever we propose 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.



**PENNSYLVANIA TERMS OF SERVICE AND
DISCLOSURE STATEMENT
RESIDENTIAL & SMALL COMMERCIAL**

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 electric generation supply service at each of the account addresses listed in your Confirmation Letter and/or Contract Summary (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 electricity 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.

DISCLOSURES.

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 following the receipt 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.

DEFINITIONS.

"Generation Charge" means the charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier. **"Transmission Charge"** The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory

Commission regulates retail transmission prices and services. This charge will vary with your source of supply. **"Commodity Charge"** means the charge for the natural gas that is sold, measured either by volume (Ccf, Mcf) or heating value (dekatherms).

PRICING.

Electric (if applicable): The price for your first month/billing cycle will be \$0.061 per kWh.

Gas (if applicable): The price for your first month/billing cycle will be \$ per .

Simple Choice 12 Natural Gas Plan (if applicable):

If you enroll on the Simple Choice 12 plan for natural gas supply service, during the 12 month Initial Term, you will be charged a flat charge of \$64.99 per billing cycle (based on a billing cycle of 28 to 31 days) for usage up to the first 125 CCFs within that billing cycle; Should your gas usage exceed 125 CCFs in any given billing cycle, you will be billed at a rate of \$0.62 per CCF for all usage in excess of 125 CCFs during that billing cycle. For any billing cycle that falls outside the 28 to 31 day range, the \$64.99 flat charge will be prorated over a period of 31 days and you will be charged \$2.10 per day for that particular billing cycle. In the event that your utility issues a cancel/rebill for your account and you are overcharged by Indra due to an irregular billing period caused by the cancel/rebill, you will be reimbursed by Indra for the excess charges at the end of your term. **This is not a fixed price electric product, the price may change should you exceed the Usage Threshold.** Usage is based on a variety of factors including the average home size and average energy usage. For your natural gas supply price, it includes natural gas commodity charges, estimated Total State Taxes, but excludes applicable state and local Sales Tax and utility charges. Please refer to your contract summary and/or pricing section herein for additional details. **Estimated Total Bill at Sample Usage Levels.** Your estimated total bill at sample usage levels of 500 kWh, 1,000 kWh, and 1,500 kWh is , , and , respectively.

ELECTRIC SUPPLY BUNDLED WITH CINCH HOME SERVICES [NAME OF PLAN]:

Indra reserves the right to offer and customer may elect to enroll on to a "Bundled Service" plan for which a bundle rate applies. If you enroll on this [NAME OF PLAN] plan with electric supply service, during the 12-month Initial Term you will be charged a flat charge of \$[INSERT FLAT CHARGE] per billing cycle (based on a billing cycle of 28 to 31 days) **for usage up to the first 700 kW within that billing cycle. Should your electric usage exceed 700 kW in any given billing cycle, you will be billed at a rate of**

\$0.061 per kWh for all usage in excess of 700kW during that billing cycle. For any billing cycle that falls outside the 28 to 31 day range, the \$[INSERT FLAT CHARGE] flat charge will be prorated over a period of 31 days and you will be charged \$[INSERT DAILY FLAT CHARGE] per day for that particular billing cycle. In the event that your utility issues a cancel/rebill for your account and you are overcharged by Indra due to an irregular billing period caused by the cancel/rebill, you will be reimbursed by Indra for the excess charges at the end of your term. In the event the customer terminates any Service component of such Bundled Services, Indra reserves the right to revert the pricing of the remaining Service(s) to the applicable undiscounted price for such Service(s), or customer may terminate. Please refer to your contract summary and/or pricing section herein for additional details. **This is not a fixed price electric product, the price may change should you exceed the Usage Threshold.** Usage is based on a variety of factors including the average home size and average energy usage. For your electric supply price, it includes electric commodity charges, estimated Total State Taxes, but excludes applicable state and local Sales Tax and utility charges. **Estimated Total Bill at Sample Usage Levels.** Your estimated total bill at sample usage levels of 500 kWh, 1,000 kWh, and 1,500 kWh is **30.5, 61**, and , respectively.

NATURAL GAS AND/OR 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.

VARIABLE NATURAL GAS PRICE (WHEN APPLICABLE).

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 historical variable pricing information, updated monthly, by visiting Indra's website at: <https://IndraEnergy.com/pennsylvania/pennsylvania-variable-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 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. The price may change each billing period, and 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 at: <https://IndraEnergy.com/pennsylvania/pennsylvania-variable-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.

CINCH HOME SERVICES (WHEN APPLICABLE)

If you enroll on a qualified electricity plan that includes Cinch home services, you will be receiving a Cinch Home Services welcome kit for the, within the 15 days after your account has been enrolled. It will have detailed information, including your benefits, limitations, exclusions and how to access your Cinch account. Customer must enroll with Indra and be an active customer receiving electric supply service under the Indra in order to receive services provided by Cinch Home Services, Inc. If you cancel your Indra electric supply service, the, will also be cancelled. For any questions or inquires related to your home services, please contact Cinch by telephone at (844) 627-6013. **Please see “Appendix A” for additional details on Cinch Home Services.**

HISTORICAL PRICING 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.

TAXES.

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 not 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.

DURATION OF AGREEMENT.

The Initial Term of this Agreement will start on the next available meter read date after your electric generation/natural gas supplier is changed to Indra Energy by your Local Utility. The duration of your Agreement with Indra will continue for months/billing cycles ("Initial Term").

RENEWAL PROVISION/CHANGE IN TERMS.

NATURAL GAS SUPPLY SERVICE.

If you have a fixed term natural gas contract approaching the expiration date, or whenever Indra Energy proposes to change the terms of service, you will receive two (2) separate written notifications, the first approximately 60-75 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. If you do not respond to the second notice or select another provider or service plan, your contract will automatically renew at the terms set forth in such notice.

RENEWAL PROVISION/CHANGE IN TERMS: ELECTRIC SUPPLY SERVICE:

If you have a fixed term contract that will be ending, or whenever Indra wants to change the contract, you will receive two (2) separate notices before the contract ends or the changes happen (“Options Notice”). You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options going forward. If you do not respond to the second notice or select another provider or service plan, your contract will automatically renew at the terms set forth in such notice. Indra reserves the right to offer and customer may enroll on to a “Bundled Service” plan for which a bundled rate for electricity supply service applies. The bundled rate for electricity service only applies while the customer is receiving the Bundled Service (for example, if customer is on a Bundled Service electric supply plan that includes Cinch Home Services). If you enroll on a Bundled Service Plan, your contract will automatically renew at the end of the initial term per the terms set forth in your Options Notice. In the event you terminate any service component of such Bundled Services, the Agreement shall immediately terminate and Indra will send you options for enrolling in a new service plan.

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 cancellation. 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 during the Initial Term you will be responsible for paying Indra any applicable early termination fees as set forth in your Contract Summary. No early

termination fee will apply if you cancel this Agreement between the date you receive the 2nd end of contract notice (the “Options Notice”) and the end of the Initial Term.

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. Indra will maintain the confidentiality of the customer’s personal information including name, address, phone number, usage and payment history as required by applicable Commission regulations and Federal and State laws.

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 carbon offset 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.

Please refer to your Confirmation Letter, Welcome Packet and or Contract Summary for details on other promotions or incentives you may be eligible for during the Term of your Agreement. You may also visit Indra Energy's website or contact our customer care team at 888-504-6372 or CustomerCare@IndraEnergy.com for more information.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.

If you are receiving natural gas and/or electric 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 natural 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 at 800-692-7380 if you are not satisfied after discussing such matters with Indra. Complaints that pertain to Chapter 56 (relating to standards and billing practices for residential utility 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 AGREEMENT, WAIVER OF RIGHT TO SUE IN COURT, AND WAIVER OF CLASS ACTION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE 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 NATURAL GAS & ELECTRIC POWER SUPPLY 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.IndraEnergy.com/>. Information about shopping for a natural gas is available at www.PaGasSwitch.com, by calling the at 1-800-692-7830 and at www.oca.state.pa.us. Information about shopping for an electric supplier is available at www.PAPowerSwitch.com, by calling the PUC at 800-692-7380, and the Office of Consumer Advocate at 800-684-6560 or www.oca.state.pa.us. The PUC's address is: 400 North Street, Harrisburg, PA, 17120.

APPLICABLE LAWS, ETC.

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.

NET METERING:

If you currently own or plan to install during the term of this Agreement eligible renewable electrical generating facilities generating renewable energy to supply all or part of your electricity usage and such generating facility is or will be net metered by your utility, Indra reserves the right to terminate your supply agreement and return you to local utility service or a supplier of your choosing.

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, INDRA ENERGY WILL NOT BE LIABLE TO YOU, AND YOU WILL NOT BE LIABLE TO INDRA ENERGY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY THIRD PARTY SERVICE PROVIDERS INCLUDING CINCH HOME WARRANTY SERVICES, AGENTS OR SUBCONTRACTORS OF INDRA, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS.

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.

Third Party Energy Supplier

Indra Energy

1515 Market Street, Suite 1200
Philadelphia, PA 19102

Agent Name: D2d test account
Authorized Third Party Sales Representative

Employer: Indra energyNewyork

Rep ID:

P: 888.504.6372

Date: August 10th, 2022 Time: 10:58
AM

IndraEnergy.com

