

## 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:** 1580000031687

**Date:** August 12th, 2022

### Sales Agent Detail:

Sales Channel: d2d

Agent Name: D2d test account

Agent ID:

### Enrollment Detail:

Authorizer Name:

Phone: 1-206-656-1175

Email:

Service Address: DC Improv Comedy Club, Washington, District of Columbia County, District of Columbia, 20036, United States

Billing Name: Reena Philip J K

Billing Address: DC Improv Comedy Club, Washington, District of Columbia County, District of Columbia, 20036, United States

Account Number: 839393993939

### Rate Plan Detail:

Utility: PEPCO DC

Program Code: PEPCO-DC\_NA\_INI007140R\_01\_ISC\_009\_N100\_XX

Rate Plan: TIEREDFIX

Rate: The price for your first month/billing cycle only will be \$7.14 per KWH for ELECTRIC . You will then pay a Fixed Price of \$19.08 per KWH for 12 consecutive months for ELECTRIC .

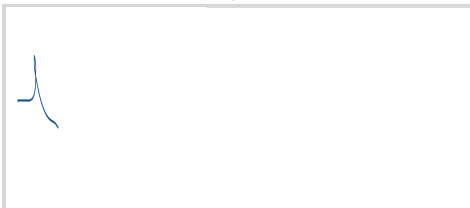
ETF: None

Renewable Percentage: 100%

### **Customer Signature**

#### **Buyer's Right to Cancel:**

If this agreement was solicited at or near your residence, and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight on the third business day after you signed this agreement. This notice must be mailed to Indra Energy, 1515 Market Street, Suite 1200, Philadelphia, PA 19102.



### **GPS Information**



**Estimated address:**

**Sales Agent Coordinates**

**Latitude:** 26.20517979925

**Longitude:** 50.581731412509

**Service Address**



**TERMS AND CONDITIONS WASHINGTON D.C.**  
**INTRODUCTION.**

This is an agreement, together with your 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 you for electric 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 and to purchase all the natural gas and/or electric supply from Indra 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 Public Service Commission of the District of Columbia to provide natural gas supply service (GA 2016- 05) and electric supply service (EA 2016-16).

**PRICING.**

**Natural Gas and/or Electric Introductory/ Initial Price (when applicable):**

You will pay an introductory /initial price as set forth in your Confirmation Letter for the period of time set forth in your Confirmation Letter.

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

You will pay a Fixed Price as set forth in your Confirmation Letter. 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.

**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.

**Variable Natural Gas & Electric Supply Price Disclosure:**

There is no limit on how much the price of your natural gas and/or electric supply service may change from one month/billing cycle to the next and your price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement.

**Other Charges:**

You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities, that you are required to pay or that Indra passes through to you. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. Your natural gas and/or electric supply service price is only for your natural gas and/or electric supply and it does not include utility transportation, delivery, distribution or other charges that your gas or electric utility may impose for which you are responsible.

**AGREEMENT TERM.**

**Variable (when applicable):**

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 term of your Agreement with Indra Energy will continue on a month to month basis.

**Fixed (when applicable):**

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 term of your Agreement with Indra will continue for 13 months/billing cycles ("Initial Term").

**Introduction and/or Initial Price:**

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. You will pay an introductory/initial price for the first month/billing cycle 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 the "Agreement Term" above.

**RESCISSION.**

You have a right to rescind this Agreement within a threeday (3) rescission period. The three-day (3) rescission period begins on one of the following: 1) if in-person, when the contract was signed, 2) if online, when the electronic acceptance was transmitted via the Internet, or 3) if mailed, when the mail was postmarked.

## **TERMINATION.**

Indra may terminate this Agreement by giving you 35 days' advance written notice before the effective date of such termination 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. 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) emailing [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com). Upon termination, you will be returned to your utility's standard service or you may choose another supplier. You will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of any such termination will be determined by your utility.

Residential Customers: There is no early termination fee. Small Commercial Customers: After this Agreement goes into effect, if you cancel during the Initial Term you will be responsible for paying Indra an early termination fee in the amount of \$100.00 for any Agreement with a remaining Fixed Price Period of 12 months or less, or \$200.00 for any Agreement with a remaining Fixed Price Period of more than 12 months.

## **BUYER'S RIGHT TO CANCEL.**

If this agreement was solicited at or near your residence, and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight on the third business day after you signed this agreement. This notice must be mailed to Indra Energy, 1515 Market Street, Suite 1200, Philadelphia, PA 19102.

## **FIXED TERM AUTOMATIC RENEWAL.**

At least forty-five (45) days before the expiration of your Fixed Term, Indra 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, and any other changes to the existing Agreement. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra 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'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 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 may, after 20 days written notice to you, suspend performance and terminate this Agreement pursuant to procedures approved by the District of Columbia 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 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's reasonable attorneys' fees and expenses incurred by it in collecting any payment from you.

## **INCENTIVES.**

**You may be eligible to receive two LED lightbulbs every 3 months for as long as you remain an active customer with Indra Energy and continue to pay your energy supply bill timely. Limit one offer per Customer; restrictions apply. Please contact Indra Energy's customer care team for more details.**

**Upon successful enrollment with Indra Energy, you may be eligible to participate in Indra Energy's Rewards Program. For full details, Terms & Conditions, and restrictions, please visit:**

**<https://www.indraenergyrewards.com/#terms>. You may also be eligible for Indra Energy's Double Up Rewards Program; please visit:**

**<https://indraredeem.energyearth.com/redeem> for full details, Terms & Conditions, and restrictions.**

## **CUSTOMER INFORMATION RELEASE.**

You authorize Indra 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 name, billing address, service address, utility account number, month/billing cycle, utility rate class or code, historical and future usage or consumption data, billing and payment history, credit information and public assistance status (collectively referred to as "Customer Information"). Indra reserves the right to refuse to provide natural gas or electricity supply service to you under this Agreement if Indra is unable to obtain Customer Information or it obtains Customer Information that it considers to be unsatisfactory. You authorize Indra 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. In the case of consolidated billing, you acknowledge that customer billing and payment information may be provided to Indra.

## **FUEL MIX REPORT, CONSUMER PAMPHLET, & RENEWABLE ENERGY INFORMATION.**

A copy of Indra's Fuel Mix Report and Consumer Pamphlet are available at [www.IndraEnergy.com](http://www.IndraEnergy.com). This information is updated periodically following the requirements of the Commission. 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.

### **APPLICABLE LAWS, REGULATORY CHANGES.**

This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Service Commission. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH D.C. LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW. 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 change by providing advance written notice to you.

### **INFORMATION, DISPUTE RESOLUTION & QUESTIONS REGARDING YOUR SERVICE.**

You may contact Indra at (888) 504-6372 (toll-free), by email at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com), via Indra's website at [www.IndraEnergy.com](http://www.IndraEnergy.com), or by mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, if you have any questions or complaints about your service under this Agreement. Customer and Indra agree to use best efforts to resolve the dispute. If you are not satisfied with the response from Indra's customer service representative, then you may ask that your questions be referred to a supervisor, who will respond promptly. If you remain unsatisfied with Indra's attempts to resolve the issue, you may seek assistance or information regarding your consumer protection rights from the District of Columbia's Public Service Commission and/or Office of People's Counsel. The Public Service Commission of the District of Columbia can be contacted by calling (202) 626-5100 or [www.dcpsc.org](http://www.dcpsc.org). The Office of the People's Counsel can be reached at (202) 727-3071 or [www.opc-dc.gov](http://www.opc-dc.gov).

### **ARBITRATION.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE D.C. 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, AND 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 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 OR NATURAL GAS SUPPLIERS.**

### **FORCE MAJEURE.**

Neither you nor Indra 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 OF LIABILITY.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE D.C. LAW, NEITHER YOU NOR INDRA 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 DC, LLC dba Indra Energy for electric supply service and Palmco Energy DC, 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's prior written consent. This Agreement will inure to and be binding upon the successors and assignees of the parties. This Agreement can only be amended by a writing signed by all the parties hereto. 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. 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, subject to the Public Service Commission rules and procedures governing such transactions.

#### **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.

#### **EMERGENCIES.**

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

**PEPCO: (202) 833-7500**

**WASHINGTON GAS LIGHT: (703) 750-1000**

## ONLINE ENROLLMENT LETTER OF AUTHORIZATION

**Customer's Billing Name:** Reena Philip J K

**Customer's Billing Address:** DC Improv Comedy Club, Washington, District of  
Columbia County, District of Columbia, 20036,  
United States

By electronically signing this Letter of Authorization, I, the customer identified above, acknowledge, understand, and agree to the following:

- I authorize the switch of my electric and/or gas supply service provider from my current provider to PALMco Power DC, LLC d/b/a Indra Energy ("Indra") and/or PALMco Energy DC, LLC d/b/a Indra Energy ("Indra").
- You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide Indra or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and Indra.
- The full terms, conditions, and nature of my electric and/or gas supply service to be provided by Indra, including a description of the rate for such service, were clearly disclosed to me in writing in the Terms and Conditions and other materials ("Agreement") that were provided to me during my electronic enrollment process with Indra.
- I may request a written copy of my Agreement from Indra by telephone at 888-504-6372 or by e-mail sent to [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com).
- I will receive future correspondence from Indra by U.S mail.



E-Signature:

Date: August 12th, 2022

**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 12th, 2022 Time: 07:29  
AM

Indra**Energy**.com

