

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: 1580000040577

Date: January 13th, 2023

# Sales Agent Detail:

Sales Channel: D2D

Agent Name: Liya Indra D2D

Agent ID: test123

## **Enrollment Detail:**

Authorizer Name: Tester Liya Phone: 1-647-977-8896 Email: liya29996@gmail.com

Service Address: Ghost House Cheesesteaks - Scary Good, Gambrills, Anne Arundel County, Maryland, 21054, United

States

Billing Name:Tester Liya

Billing Address: Ghost House Cheesesteaks - Scary Good, Gambrills, Anne Arundel County, Maryland, 21054, United States

Account Number: 0550999998888888887777

## Rate Plan Detail:

Utility: Pepco

Program Code: PEPCO-MD\_NA\_FIX019740R\_12\_ISC\_000\_N100\_XX

Rate Plan: FIX

Rate:The price for your first month/billing cycle only will be \$0.1974 per kWh . You will then pay a Fixed of consecutive

months for ELECTRIC.

ETF: None

Renewable Percentage: 100%

# **Customer Signature**

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.



#### **GPS Information**



Estimated address:

Sales Agent Coordinates

Latitude: 9.0429246

**Longitude:**76.8701142

Service Address



# Maryland Contract Summary Residential & Small Commercial

Electricity Supplier Information	ENERGY Palmco Power MD LLC d/b/a Indra Energy (electricity) License Nos. IR-1804 (Electric) Address: 1515 Market Street, Suite 1200, Philadelphia, PA 19102 Email: CustomerCare@IndraEnergy.com Website: www.IndraEnergy.com Phone: (888) 504-6372		
Price Structure	Introductory Price, then a subsequent Fixed Price.		
Supply Price	Your price for electric supply service under this Agreement will be an Introductory Price of \$0.1974 per kWh for the first 12 billing cycle(s) followed by a Fixed Price of \$ per kWh for the remaining billing cycles.		
<b>Statement Regarding Savings</b>	The supply price may not always provide a savings.		
Incentives	If you select a Renewable Energy Product one hundred percent (100%) of your electric usage will be matched Renewable Energy Credits (REC's). See your 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 <a href="https://www.indraenergyrewards.com/#terms">https://www.indraenergyrewards.com/#terms</a> , or call Indra's Customer Care Department to receive a paper copy by mail.		
Contract Start Date	Contract will begin on the next applicable meter read date after the enrollment request is accepted by your Local Utility.		
Contract Term/Length	Total Term of 12 months following the Contract Start Date.		
Cancellation/Early Termination Fees	None		
Recession	You have the right to rescind this Agreement within 3 business days after the date on which you enroll with Indra Energy. To rescind this Agreement, please contact Indra Energy by calling (888) 504-6372 or emailing CustomerCare@IndraEnergy.com.		
Renewal Terms	At least forty-five (45) days before the expiration of your Contract Term, Indra will send you a Renewal Notice describing your renewal option(s). If you do not respond to the Renewal Notice, this Agreement will automatically renew on a month-to-month variable price in accordance with the terms set forth in the Renewal Notice. There is not a limit on how much the variable price may change from one billing cycle to the next. At least twelve days prior to the close of each billing period, your estimated variable price for the next billing period will be available on 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.



# MARYLAND TERMS AND CONDITIONS Residential and Small Commercial Customers

## INTRODUCTION.

This is an agreement, together with your Contract Summary, 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 (IR1803) and electric supply service (IR-1804).

#### PRICING.

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

You will pay an Introductory or Initial Price as set forth in your Contract Summary for the time period set forth in your Contract Summary. Thereafter, your price for natural gas and/or electric supply service will continue for the Contract Term at either a Variable or Fixed price as stated in your Contract Summary.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Contract Summary for the fixed term indicated in your Contract Summary.

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 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 price.

## 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 price for your next billing period at least 12 days prior to the close of your current billing period by Indra the Energy website https://www.IndraEnergy.com/maryland-rates/. 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. Maryland Public Service Commission does not regulate Indra Energy's natural gas or electricity prices.

## AGREEMENT TERM.

The initial term ("Initial Term") of this Agreement is set forth on the enclosed Contract Summary. Indra Energy will begin providing electricity and/or natural gas under this Agreement on your next meter read date after the Local Utility processes your enrollment and continue for the number of months/billing cycles as indicated on the Contract Summary page. After the Initial Term, unless otherwise agreed upon Customer's electricity and/or natural gas supply will automatically continue on to a variable monthly rate until Customer either selects a new plan or terminated this Agreement as provided in the "Termination" below.

#### 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 for any or no reason 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. Upon termination as provided in this Agreement, you will be returned to your utility's supply 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, and any other costs incurred by Indra Energy through the effective date of the termination. The effective date of termination will be determined by your utility.

## **EARLY TERMINATION FEE.**

**Residential Customers:** There is no early termination fee for residential customers.

**Small Commercial Customers:** If you cancel your contract prior to the end of its term, you will be charged a flat fee of \$100.00 if there are 12 months or less remaining on the contract, or \$200.00 if there are more than 12 months remaining on the contract.

## 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 Termination section herein, then your Agreement will automatically renew on a month-to-month Variable Price 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 to your utility in accordance with your utility's billing rules and procedures.

## **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 name, 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.

#### **RESCISSION:**

You have the right to rescind this Agreement within three (3) business days after the date of your Agreement with Indra Energy. To rescind this Agreement, please contact Indra Energy by calling (888)-504-6372 or emailing CustomerCare@IndraEnergy.com

# ENVIRONMENTAL DISCLOSURE & RENEWABLE ENERGY INFORMATION.

Indra Energy complies with Maryland's Renewable Portfolio Standard ("RPS") applicable to all retail electricity suppliers. A copy of Indra Energy's environmental disclosure label information is available at <a href="www.IndraEnergy.com">www.IndraEnergy.com</a>. This product is a renewable energy product, which means that the electricity you use will be paired with renewable energy credits or "RECs" from renewable energy resources. 100 percent of the RECs purchased for this product will be backed with REC's sourced from National Hydro Facilities via PJM GATS. Indra Energy's renewable products containing retired Tier 1 renewable source RECs may be used to

to meet Indra Energy statutory Renewable Portfolio Standard ("RPS") obligation. Except as provided by law, Indra Energy may meet its RPS obligation by paying a compliance fee as prescribed by state law. Statutory RPS requirements are included herein.

Compliance Year	Tier 1	Tier 1 Solar	Tier 1 Offshore Wind
2020	28%	6%	2.5%
2021	30.8%	7.5%	To be determined by the PSC
2022	33.1%	8.5%	To be determined by the PSC
2023	35.4%	9.5%	To be determined by the PSC
2024	37.7%	10.5%	To be determined by the PSC

#### **ELECTRONIC COMMUNICATION.**

Energy with your email address, you agree that Indra Energy may transmit to you all notices and other communications, including those required in 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 **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 email at

CustomerCare@IndraEnergy.com. Customer and Indra Energy agree to use best efforts to resolve the dispute. If we are not able to resolve the dispute, you may contact

the Maryland Public Service Commission 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, 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 NATURAL GAS AND/OR ELECTRIC SUPPLY Unless otherwise required by law, if you provide Indra SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE. ALL **ARBITRATIONS** SHALL 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, **PROCEEDING** AS A REPRESENTATIVE 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 STATE WITH JURISDICTION YOUR RETAIL ELECTRIC GENERATION OR NATURAL GAS SUPPLIERS.

#### FORCE MAJEURE.

this Agreement if the breach is due to a force majeure event. A "force majeure event" shall include a fire, act of **IMMEDIATELY** God or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government 0123 Potomac Electric Power Company at 1-877-737action, 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.

#### **INCENTIVES.**

Please refer to your Confirmation Letter and/or Welcome Packet 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 care team at 888-504-6372 CustomerCare@IndraEnergy.com for more information.

## **LIMITATION ON WARRANTIES AND DAMAGES.**

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**

Neither you nor Indra Energy will be liable for breaching IN THE EVENT OF AN EMERGENCY OR **SERVICE** INTERRUPTION, YOU **SHOULD CONTACT YOUR** LOCAL UTILITY AS APPLICABLE: BGE at 1-800-685-2662 for outages and at 202-872-3432 for downed wires and other lifethreatening emergencies.

## **NO RELIANCE.**

You acknowledge that: (1) you are not relying on advice, statements, recommendations, 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.

For more information regarding deregulation please contact the: Maryland Public Service Commission at 1-800-492-0474 or on the web at http://www.psc.state.md.us.

# **Third Party Energy Supplier**

Indra Energy

1515 Market Street, Suite 1200 Philadelphia, PA 19102

Agent Name: Liya Indra D2D

Authorized Third Party Sales Representative

 ${\color{red}\mathsf{Employer:}} \underline{\mathbf{Indra\ energyNewyork}}$ 

Rep ID:<u>test123</u>

P: 888.504.6372

Date: January 13th, 2023 Time: 02:06 AM

Indra**Energy**.com

