

## 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: 1580000046649

Date: May 23rd, 2023

## Sales Agent Detail:

Sales Channel: D2D Agent Name: Sanjay newdemoIndra Agent ID: d423

# Enrollment Detail:

Authorizer Name: Sanjay Inbound Issue Phone: 1-579-485-4279 Email: test@hs.ns

Service Address: Maryland SoccerPlex, Boyds, Montgomery County, Maryland, 20841, United States Billing Name: Sanjay Inbound Issue

Billing Address: Maryland SoccerPlex, Boyds, Montgomery County, Maryland, 20841, United States Account Number: 0550827273637392827373

## Rate Plan Detail:

Utility: Pepco Program Code: PEPCO-MD\_NA\_INTMONMAYR\_01\_ALL\_000\_N100\_XX Rate Plan: VARIABLE Rate: The price for your first month/billing cycle only will be \$0.095 per kWh then variable thereafter. ETF: None Renewable Percentage: 100%

#### **Customer Signature**

this right.



# **GPS** Information

# Maryland Residential Contract Summary

Electricity Supplier Information	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: <u>CustomerCare@IndraEnergy.com</u> Website: <u>www.IndraEnergy.com</u> Phone: (888) 504-6372			
Price Structure	Introductory to Variable Price Plan			
Supply Price	<ul> <li>You will pay an initial Introductory Initial Rate of: \$0.095 per kWh for the <u>first</u> billing cycle only. Beginning the <u>second</u> billing cycle, and thereafter, your price may vary from month-to-month.</li> <li>There is no limit on the how much the variable price may change from one billing cycle to the next. Indra does not guarantee savings during any month or over the duration of your contract for supply service with Indra. You may access your estimated variable price for your next billing period at least 12 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>.</li> </ul>			
Statement Regarding Savings	The supply price may not always provide a savings.			
Incentives	<ul> <li>Renewable Energy: You are purchasing a renewable electricity product, so 100% of your usage will be backed by renewable energy credits from national sources.</li> <li>\$50 Welcome Rewards: When you enroll, you will receive a \$50 reward credit redeemable through Indra Energy's platform as a gift card, a Visa® Prepaid Card, or through Indra Energy's online marketplace.</li> <li>Indra Energy Rewards: Your energy supply enrollment qualifies you to enroll in Indra Energy's ongoing rewards program, where you'll be eligible to receive 50 Reward Points to use towards deals with participating restaurants and retailers through Indra's online marketplace, and an additional 50 Reward Points each month you remain an Indra customer.</li> </ul>			
Contract Start Date	The start date will begin on the date your utility completes your enrollment with Indra, in accordance with applicable utility rules and procedures.			
Contract Term/Length	Month-to-month.			
Cancellation/Early Termination Fees	\$0.00			
Renewal Terms	Contract will continue on a month-to-month basis until terminated by customer or Indra Energy.			

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this Contract Summary, contact Indra Energy using the information above.

MD.UNRE.GCS.IVN.VE23-03.20



# MARYLAND ELECTRICITY SUPPLY CONTRACT RESIDENTIAL CUSTOMERS

# **INTRODUCTION.**

This Maryland Electricity Supply Contract (the "Contract") is an agreement between PALMco Power MD, LLC id/b/a Indra Energy ("Indra Energy" or "Indra") and the customer identified at the bottom of this Contract ("Customer" or "you") for electric generation supply service at the account service address listed below. You agree to authorize a switch of your electric supply service to Indra Energy and to purchase all the electricity from Indra Energy required to service each account listed below at a price as described in this Contract. Indra Energy is licensed by the Maryland Public Service Commission to provide electric supply service (License No. IR-1804).

# PRICING.

# <u>Electric Introductory to Variable Price Plan (when applicable):</u>

You will pay an initial Introductory Price of \$ 0.095 per kilowatt hour ("kWh") for the first billing cycle only, thereafter, your Variable Price will change and fluctuate with each billing cycle. The Variable Price for electric supply service may vary from month-to-month as determined by Indra Energy in its sole discretion based on the wholesale market prices for energy, any supply and agency functions that Indra Energy performs for you, line losses. 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 Variable Price. Your Variable Price may be higher or lower than your utility's standard offer service rate in any given month.

**Electric Supply Price Disclosures**: Your electric supply service price does not include, and you will be required to pay, applicable taxes and fees. Your electric supply service price does not include your utility charges, for which you are responsible. Indra Energy does not guarantee savings in any month or for the entire length of this Contract. Indra Energy's current and historical prices are not an indicator of future prices. The price stated in this Contract is for the electricity supply provided by Indra Energy. The Maryland Public Service Commission does not regulate Indra Energy's electricity prices. Indra Energy will provide electricity to supply your full load (total electricity usage) as long as you remain enrolled with Indra Energy, from the date that your utility processes your enrollment until the date that your utility switches your electricity supply service back to utility standard offer service or to another supplier. There are no time-of-use restrictions.

**Future Pricing Information:** You may access your variable price 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 Price may change from one billing cycle to the next.

## CONTRACT TERM.

The initial term ("Initial Term") of this Contract is  $\underline{1}$  month(s)/billing cycle(s). Indra Energy will begin providing electricity under this Contract on the date the utility processes your enrollment. After the Initial Term, this Contract will automatically continue on a monthly Variable Price (as described above) until Customer either selects a new plan or terminates this Contract.

## TERMINATION.

**Circumstances for Indra Energy or Customer Termination:** Indra Energy may terminate this Contract for any reason, in its sole discretion, by giving you 30 days' advance written notice before the effective date of such termination. You may terminate this Contract early 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 <u>CustomerCare@IndraEnergy.com</u>. For Customer's termination to be effective, **Customer shall provide Indra Energy with their name, service address, account number and a statement that Customer is terminating this Contract.** 

**Remedies Available:** Upon termination, you will be returned to your utility's supply service or you may choose another supplier. If your electric supply service with Indra Energy is terminated as provided in this Contract, you will remain obligated to pay for the 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 in accordance with its switching rules and procedures.

## **EARLY TERMINATION FEE.**

There is no early termination fee for residential customers.

# AUTOMATIC RENEWAL.

At least forty-five (45) days before the expiration of your Initial Term, Indra Energy will provide written notice to you of this Contract'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 Contract by notifying Indra Energy in accordance with the Termination section herein, then your Contract 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 price may change from one billing cycle to the next.

# BILL PAYMENT – CONSOLIDATED BILLING

You will receive a single bill from your utility each month which will include the charges for Indra Energy's electric supply service and for the services provided by your utility including but not limited to delivery and distribution charges. You will make payment for all of these services directly to your utility. You will be billed for electricity based on your consumption information that Indra Energy receives from your utility ("Billing Quantity"). Payment for 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 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 electricity supply service to you under this Contract 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 your Customer Information to third parties that need to know such information in connection with your electric supply service. This authorization will remain in effect throughout the term of this Contract. 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. Customer Information may be shared with third parties pursuant to Indra's privacy policy. See

https://www.indraenergy.com/privacy-policy. This

authorization will remain in effect as long as this Agreement is in effect. You may rescind this authorization at any time by either calling or providing written notice to Indra at the Contact Information provided in this Agreement. Indra reserves the right to the extent permitted by law to reject your enrollment or terminate this Contract in the event these authorizations are rescinded.

# 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 Contract. If you are tax exempt, you must furnish Indra Energy an exemption certificate before service commences.

# **<u>RIGHT OF RESCISSION</u>**:

You have the right to rescind this Contract within three (3) business days of contracting and receiving a written copy of this Contract from Indra Energy. To rescind this Contract, please contact Indra Energy by calling (888)-504-6372 or emailing CustomerCare@IndraEnergy.com. For Customer's termination to be effective, Customer shall provide their name, service address, phone number, account number and a statement that Customer is rescinding under the Right of Rescission.

# ENVIRONMENTAL DISCLOSURE & RENEWABLE ENERGY INFORMATION.

Indra Energy complies with Maryland's Renewable Portfolio Standard ("RPS") applicable to all retail electricity suppliers. 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, primarily RECs sourced from hydroelectric facilities located in the PJM Interconnection, LLC territory. Indra Energy may retire Tier 1 or Tier 2 RECs to meet its RPS obligations. Alternatively, Indra Energy may meet its RPS obligation by paying a compliance fee to the Maryland Renewable Energy Fund. The compliance fees for each kWh shortfall are: 3 cents for Tier 1 non-solar (2023); 2.75 cents for Tier 1 non-solar (2024): 2.5 cents for Tier 1 non-solar (2025); 2.475 cents for Tier 1 non-solar (2026); 6 cents for Tier 1 solar (2022-2024); 5.5 cents for Tier 1 solar (2025); 4.5 cents for Tier 1 solar (2026); 10 cents for Tier 1 geothermal (2023-2025); 9 cents for Tier 1 geothermal (2026); and 1.5 cents for Tier 2. The RPS requirements are included in the table below.

Year	Tier 1	Tier 1 Solar	Tier 1 Offshore Wind	Tier 1 Geothermal	Tier 2
2023	31.9%	6%	To be determined by the PSC	0.05%	2.5%
2024	33.7%	6.5%	To be determined by the PSC	0.15%	2.5%
2025	35.5%	7%	To be determined by the PSC	0.25%	2.5%
2026	38%	8%	To be determined by the PSC	0.5%	2.5%

A copy of Indra Energy's environmental disclosure label information is available at www.IndraEnergy.com.

#### **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. By enrolling with Indra, you agree to forfeit any credits or banked usage you may have with the utility.

## **ELECTRONIC COMMUNICATION.**

Unless otherwise required by law, if you provide Indra with consent to receiving electronic communications, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to your electronic device(s) by either email, text/SMS messages or other electronic means. You shall be responsible for notifying Indra of any change to the contact information of the electronic device(s) such as email address, phone number and/or any withdrawal of your consent to such electronic communications. Notices transmitted to you via your electronic device(s) will be deemed to have been received if transmitted to you on the electronic device(s) using the contact information you provide to Indra. Electronic device(s) means a device that is used for audio, video, or text communication or any other type of computer or computer-like instrument including: a smart phone, a smart or electronic watch, a tablet, or a virtual reality device.

#### **CHOICE OF LAW.**

THIS CONTRACT 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 Contract, you should contact Indra Energy at (888) 504-6372 or by email at

<u>CustomerCare@IndraEnergy.com</u>. 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** CONTRACT 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 CONTRACT FOR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE WHETHER ARISING **DURING** OR AFTER YOUR PARTICIPATION IN THIS CONTRACT 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 THAT THIS AND AGREE SPECIFICALLY **PROHIBITS** YOU **FROM** COMMENCING ARBITRATION PROCEEDING AS AN **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 IN THE **SUPPLIERS** YOUR STATE AND **REGULATIONS OF ANY AGENCY IN YOUR** STATE WITH JURISDICTION OVER RETAIL **ELECTRIC GENERATION SUPPLIERS.** 

# FORCE MAJEURE.

Neither you nor Indra Energy will be liable for breaching this Contract 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 Contract.

## **INCENTIVES.**

**\$50 Welcome Rewards:** You will receive a one-time \$50 reward credit redeemable through Indra Energy's platform as a gift card, a Visa® Prepaid Card, or through Indra Energy's online marketplace ("Welcome Reward") thirty (30) consecutive calendar days after your service start date with Indra Energy. Indra Energy will send you an email at the email address you provided with a redemption code that you can use to redeem your Welcome Reward by visiting the website

https://welcomereward.eeincentives.com. Limit one Welcome Reward per customer.

**Indra Energy Rewards:** Your energy supply enrollment qualifies you to enroll in Indra Energy's ongoing rewards program, where you'll be eligible to receive 50 Reward Points to use towards deals with participating restaurants and retailers through Indra's online marketplace, and an additional 50 Reward Points each month you remain an Indra Energy customer. You may redeem your Indra Energy Reward Points by visiting

# www.IndraEnergyRewards.com.

See attached Terms and Conditions for more details. 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.

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 CONSEQUENTIAL, ANY EXEMPLARY, **PUNITIVE**, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM Α **BREACH OF THIS CONTRACT.** 

# **MISCELLANEOUS.**

Indra Energy's legal name is PALMco Power MD, LLC dba Indra Energy for electric supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Contract. We use "you" or "your" to refer to you, the Customer.

You may not assign this Contract without Indra Energy's prior written consent. This Contract will inure to and be binding upon the successors and assignees of the parties. This Contract 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 Contract 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 AS APPLICABLE: Baltimore Gas & Electric Company (BGE) at 1-800-685-0123; Potomac Electric Power Company at 1-877-737-2662; Delmarva Power & Light Company at 1-800-898-8042; The Potomac Edison Company at 1-888-544-4877.

## 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 Contract; (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 Contract, 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 Contract.

**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.

For door-to-door sales: 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. For telephone solicitations: You are not obligated to pay any money unless you sign this contract and return it to the seller.

Signature

Customer Name

Date

Customer's Service Address

Utility Account Number

Shopping or Choice ID Number

# Indra Energy's

# **Reward Program**

# Terms & Conditions

At the Indra Energy Rewards Program, our goal and commitment is to make your customer experience as successful and satisfying as possible, and to help you get the full value from your reward.

By using the <u>www.IndraEnergyRewards.com</u> website (the "Site"), you agree to be bound by all of the terms in these Terms & Conditions (the "Agreement") and any terms and conditions in our prior agreement when you were enrolled as a customer in the Indra Energy Rewards Program. As we are regularly updating and enhancing the Indra Energy Rewards Program, the Indra Energy Rewards Program reserves the right, in its sole discretion, to update or modify this Agreement at any time. Your continued use of the Site following the posting of any changes to this Agreement constitutes acceptance of those changes. Please read these Terms & Conditions carefully and, if you have any questions, or if this Agreement does not conform to your understanding of what you were told the Indra Energy Rewards Program was, please contact the Indra Energy Rewards Program Customer Support at customersupport@IndraEnergyRewards.com.

Accessing Your Reward. The Indra Energy Rewards Program hereby grants you a non-exclusive, nontransferable, limited right to access, use and display the Site for your personal, non-commercial use, provided that you comply fully with the provisions of these Terms & Conditions. Your Indra Energy Rewards Program customer account can only be activated/accessed through the <u>www.IndraEnergyRewards.com</u> website on any internet-enabled device and a valid email address is required to participate in the Indra Energy Rewards Program. You have unlimited access to the Indra Energy Rewards Program website 24 hours a day, 7 days a week, 365 days a year.

**Reward Overview.** The primary benefit of the Indra Energy Rewards Program is an enrolled customer's receipt of, and ongoing access to free, promotional rewards, as defined below, given on enrollment and refreshed at regular intervals, good for use on the deals, products, etc. of the customer's choice. This is an ongoing, accrued monthly benefit to the customer recipient. As a customer of the Indra Energy Rewards Program, your benefits may include shopping discounts, shopping deals, shopping rewards, shopping offers, shopping promotions, dining discounts, dining deals, dining rewards, dining offers, and dining promotions ("Reward Dollars"), depending on your customer status. Access to, and instructions regarding, your rewards are found within each of the specific reward benefit links found within the Indra Energy Rewards Program. All benefits within the program do require actions on your part, along with internet access, to claim and utilize them. Some benefits within the program may require a printer. We will provide you instructions for how to activate your Reward Dollars, which are not legal tender or currency, and have no cash value.

**Your Account is Free.** You understand that the Indra Energy Rewards Program is not charging you anything for the Indra Energy Rewards Program, and will never charge you anything for the Indra Energy Rewards Program, and that your access to the Indra Energy Rewards Program is free.

Action is Required to Claim Your Benefits. Action on your part is required to activate and claim your reward(s). Benefits associated with this reward will accrue/rollover from month to month.

**Online Communication & Emails.** The Indra Energy Rewards Program is an online reward program. You understand that the manner in which a customer activates their reward, accesses their reward and related benefits, redeems their reward and related benefits, and communicates with Customer Support, etc. is all online. By becoming a customer, you have agreed to receive emails from the Indra Energy Rewards Program associated with your account.

**Terms & Conditions.** Once you have activated your account and/or reward, you will enjoy unlimited access to the Indra Energy Rewards Program website for as long as you wish to access it, and are an active customer. Your account and/or reward is non-transferable and has no cash value. Your account and/or your reward are not a gift card or a gift certificate, but rather a premium discount and couponing reward program used for various deals and discounts. Benefits are not for re-sale. You are entirely responsible for maintaining the confidentiality of your account password and user account information. You will promptly notify us if you become aware of any unauthorized use of your account. The Indra Energy Rewards Program is limited to residents of the United States (excluding Iowa) and Canada only and to individuals over the age of eighteen (18). Access to the Indra Energy Rewards Program and <u>www.IndraEnergyRewards.com</u> are governed by this Agreement. Use of the Reward Dollars you earn as a part of the Indra Energy Rewards Program is governed by additional and separate "Terms & Conditions", which shall be available to you when accessing your Reward Dollars, and which you shall be asked to accept whenever you use your Reward Dollars.

**Cancelling The Indra Energy Rewards Program is Not Necessary.** Because the Indra Energy Rewards Program is free, there is no reason for you to contact the Indra Energy Rewards Program to cancel your Indra Energy Rewards Program reward. If you do not like the Indra Energy Rewards Program, you can simply choose not to use the Indra Energy Rewards Program. If you were given access to the Indra Energy Rewards Program as a result of your affiliation with or purchase from some third party entity, and wish to inquire about that affiliation or purchase, you should contact that third party entity directly.

No Warranty/Limitation of Liability. You agree that the Indra Energy Rewards Program, its subsidiaries and affiliates, and each of its officers, directors, owners, and employees, along with the provider/host/administrator of the Site ("Company Parties") are not responsible or liable for any benefits, goods or services provided by any participating vendors. If you have any claims relating to such benefits, goods or services provided by a participating vendor, you agree to make your claim against the vendor providing the benefit, good or service. You will not consider the Company Parties (and the Company Parties will not be construed as) a party to such transactions, whether or not Company parties may have received some form of revenue or other remuneration in connection with such transactions, and the Company Parties will not be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved or related to the transactions. The Company Parties assume no responsibility for the payment of, or contribution to, any use or sales tax on the benefits, which may be imposed by taxing authorities, and such taxes, to the extent imposed, shall remain your sole responsibility or that of the provider of the benefits, as the case may be.

This Site is provided on an "as is" and "as available" basis with no warranties whatsoever. THE COMPANY PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO USE OF THIS SITE OR ANY OF THE BENEFITS, PRODUCTS OR SERVICES OR RELATED INFORMATION PROVIDED TO YOU FROM COMPANY OR FROM OUR PARTICIPATING VENDORS. COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE BENEFITS, PRODUCTS, SERVICES AND MATERIALS FROM THIS SITE OR THE PARTICIPATING VENDORS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM THIS SITE OR OUR PARTICIPATING VENDORS SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

UNDER NO CIRCUMSTANCES SHALL COMPANY PARTIES' LIABILITY EXCEED WHAT YOU HAVE PAID TO THE MONTHLY SHOPPING & DINING DOLLARS REWARD PROGRAM OR TO THE COMPANY PARTIES (WHICH IS NOTHING), AND UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE BE LIABLE TO YOU OR A THIRD PARTY FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, THIRD PARTY OR CONSEQUENTIAL, EVEN IF COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE COMPANY DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITE. THE COMPANY DOES NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED AND ERROR FREE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SITE.

**Indemnification.** You agree to indemnify, hold harmless and, at our option, defend the Company Parties from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys fees and expenses) arising from your improper use of this Site, your violation of this Agreement, or your infringement, or the infringement or use of any Intellectual Property Rights (as defined herein).

**Links.** The Site may contain links to other web sites. The Company Parties does not control such other web sites and is not responsible or liable for the availability thereof or the products, services or other materials contained on such web sites. The Company Parties shall not be responsible or liable, directly or indirectly, for any damage or loss incurred or suffered by any user in connection therewith. Your access and use of linked web sites, including the products, services and materials therein, is solely at your own risk.

**Intellectual Property.** You hereby agree and acknowledge that the Company Parties own all right, title and interest in and to this Site, including, without limitation, all Intellectual Property Rights. "Intellectual Property Rights" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. You acknowledge that all marks that appear throughout the Site belong to the Company Parties, or the respective owners of such marks, and are protected by applicable trademark and copyright laws. Any use of any of the marks appearing throughout the Site without the express written consent of the Company Parties or the owner of the mark, as appropriate, is prohibited.

**Severability/Waiver.** In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein. The failure by us to exercise rights granted to us hereunder upon the occurrence of any violations set forth in this agreement shall not constitute a waiver of such rights upon the recurrence of such violation.

Arbitration. All legal issues arising from or related to the use of your account and this Site shall be construed in accordance with the laws of the State of Delaware applicable to contracts entered into and wholly to be performed within Fairfield County, Connecticut. Any controversy or claim arising out of or relating to this Agreement or your use of the Site shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"). Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of another party. The arbitration shall be conducted in Connecticut, in Fairfield County and judgment on the arbitration award may be entered into in any state or federal court in Connecticut having jurisdiction thereof. Notwithstanding the applicable law on statute of limitations, demand for arbitration with the AAA must be filed within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. (If applicable law prohibits a one-year limitations period for asserting claims, the claim must be asserted within the shortest time period in excess of one year that is permitted by applicable law.) The use of your account and this Site and the terms of this Agreement shall be governed exclusively by the laws of the State of Delaware and the Federal Arbitration Act, without regard to conflict of laws provisions. By using the Site and thereby agreeing to the Agreement, you hereby consent to the personal jurisdiction and venue in the state and federal courts sitting in the State of Connecticut.

**Assignment.** We may assign our rights and obligations under this Agreement. This Agreement will inure to the benefit of our successors, assigns and licensees.

**Entire Agreement.** This Agreement, plus any provision in your customer contract/agreement with the sponsor of the Indra Energy Rewards Program, and the Reward Dollars Terms & Conditions, constitute the entire agreement between you and the Company Parties relating to the subject matter herein.

**Feedback.** If you have comments on the Site or ideas on how to improve it, please email <u>customersupport@IndraEnergyRewards.com</u>. Please note that by doing so, you also grant the Indra Energy Rewards Program permission to use and incorporate your ideas or comments into the Site without compensation. Customer Service. If you have any questions or concerns about your account and/or the Site, contact us at <u>customersupport@IndraEnergyRewards.com</u>. We are glad to help. For full contact information for Customer Service, visit: https://www.IndraEnergyRewards.com.

# Indra Energy's \$50 Welcome Reward Promotion

# Terms & Conditions

These terms, conditions & restrictions apply to Indra Energy's Welcome Rewards Promotion (the "Welcome Rewards Promotion") and provides new, eligible customers that enroll with an authorized Indra Energy agent over the phone an opportunity to receive one \$50 reward payment, OR one \$100 in rewards credits to use toward certain specific online marketplace purchases (the "Welcome Rewards"). The Welcome Rewards are not redeemable for cash and cannot be combined with Indra Energy's Loyalty Rebate Program.

Welcome Rewards Eligibility: Indra Energy's Welcome Rewards are only available to customers with a valid Indra Energy Welcome Reward Promotional Code who enroll over the phone with an authorized Indra Energy agent and execute a new residential electricity supply contract with Indra Energy in eligible service territories on or after October 1, 2022. Eligible customers that enroll with Indra Energy will become eligible to receive one \$50 Welcome Reward thirty (30) consecutive calendar days after their service start date with Indra Energy. The \$50 Welcome Reward will be sent to the customer approximately thirty (30) days after full payment for their full 30 days of service has been received by Indra Energy. Please refer to your Terms & Conditions of Service with Indra Energy for full details on your energy supply service(s) and additional product information. A valid email address must be provided to be eligible to receive more than \$50 in Welcome Reward(s) from Indra Energy. No customer under any circumstances will receive more than \$50 in Welcome Rewards unless the customer opts for the online marketplace credits explained below. This limited time promotion is available to new Indra Energy customers only.

Welcome Rewards Redemption: When a customer earns a Welcome Reward, Indra Energy will send the customer an email with a reward redemption code that the customer can use to redeem the Welcome Reward by visiting the website https://welcomereward.eeincentives.com. This is the only option for customers to redeem the Welcome Rewards. Eligible Customers will have a choice to redeem their digital Welcome Reward in one of three ways: 1) for a gift card(s) redeemable at certain participating retailers & restaurants; 2) for a Visa® Prepaid Card; or 3) for double the promotional value of your Welcome Reward (increasing the Welcome Reward from \$50 to \$100) if redeemed as credit for use towards purchases of certain qualifying energy products from our partner's online marketplace. By participating in Indra Energy's Welcome Reward Promotion, you acknowledge that additional terms and restrictions imposed by a third-party (including but not limited to the operator of the online marketplace, participating retailers and restaurants, and the providers and processors of the Prepaid Cards) may apply to the rewards you select to redeem. An Eligible Customer will have 12 months from the date of the applicable redemption email from Indra Energy to redeem that particular Welcome Reward. Limit one (1) \$50 Welcome Rewards, except when an Eligible Customer elects to double their Welcome Reward for use toward purchases of certain qualifying energy products from our partner's online marketplace, in such case the total value shall be capped at \$100 in Welcome Rewards, in the aggregate, for each Customer. All Welcome Rewards expire at the end of 12 months after issuance and no Welcome Rewards or Welcome Reward offers shall be available or honored to anyone after October 1, 2023 unless extended by Indra Energy in its sole discretion. If your electric account, and/or Welcome Rewards account is closed either by you, Indra Energy, and/or by any third party for any reason all of your unused Welcome Rewards shall be immediately forfeited. Indra Energy and/or any third party may change or terminate these Terms & Conditions, the Welcome Reward Promotion and/or any Welcome Rewards for any reason, in their sole discretion. We may, for example, change the way Welcome Rewards are offered, earned, or forfeited. We may also change the selection of Welcome Rewards. Indra Energy will not notify you if your Welcome Rewards expire, or are terminated, or are forfeited for any reason. You are not entitled to compensation from Indra Energy, or any other entity, due to any changes to the Welcome Reward Promotion and/or when your Welcome Rewards are terminated, expire, or are forfeited for any reason. Indra Energy may waive any obligation you have under these Reward Terms and Conditions without losing its right to enforce that same obligation at a later date. This Welcome Reward Promotion is offered in connection with a third-party merchant and is subject to additional terms and conditions, warranties, or other requirements of the merchant, manufacturer, or other provider of Welcome Rewards. You agree to release and hold

Indra Energy including its affiliates, and all parties associated with the Welcome Rewards Promotion, harmless from any claim, liability, or damage relating to the Welcome Rewards Promotion or your use of the Welcome Rewards. Customer is responsible for all activity in customer's Welcome Rewards account. Indra Energy and any of the service providers:

- Are not responsible for the quality or performance of Welcome Rewards, or the products purchased or obtained with Welcome Rewards;
- Do not make any guarantee, warranty, or representation of any kind regarding Welcome Rewards, including but not limited to, warranties of merchantability or fitness for a particular purpose;
- Do not endorse any Welcome Reward, merchant, or other provider of a Welcome Reward in connection with the Welcome Rewards Promotion;
- Are not responsible for merchants, manufacturers, or other providers of Welcome Rewards that discontinue or cancel a Welcome Reward for any reason, including, but not limited to bankruptcy;
- Are not responsible for any injury, damage, loss, expense, or inconvenience that may arise in connection with the Welcome Rewards Promotion or redemption of a Welcome Reward; and
- Have no liability to you in connection with the Welcome Rewards Promotion, even if these Terms and Conditions include anything to the contrary.

The promotional value of the Welcome Rewards depends on the redemption options selected and cannot be redeemed for US currency and may only be redeemed for the Welcome Rewards offered through Indra Energy's Welcome Rewards Promotion. You may not purchase, sell and/or transfer any Welcome Rewards. This promotion is not available to consumers in the state of New York, Massachusetts, Illinois, New Jersey, Virginia, Delaware and the District of Columbia and is only available in the state(s) of Pennsylvania and Maryland. Void where prohibited or restricted by law. By participating in the Welcome Rewards Promotion, an eligible Customer agrees that, except where prohibited, any and all disputes, claims and causes of action arising out of, or connected with, the Welcome Rewards Promotion shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions, participant's rights and obligations, or the rights and obligations of third parties in connection with the Welcome Rewards Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of New York. Indra Energy is an independent supplier of electricity and is not affiliated with vour local distribution utility. Indra Energy reserves all rights, Please visit www.indraenergy.com for more information on our energy products and service offerings in your state. You may also contact Indra Energy's Customer Care Department Monday through Friday between the hours of 8:00 AM and 7:00 PM Eastern Time (ET), and Saturday between 10:00AM and 2:00PM (ET) at (888) 504-6372. You may also email your questions to us at customercare@indraenergy.com.



## NOTICE OF CANCELLATION

Date of transaction: May 23rd, 2023

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

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 canceled.

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, to Indra Energy at 1515 Market Street, Suite 1200, Philadelphia, PA 19102 not later than midnight of 05/26/2023.

I hereby cancel this transaction.

Buyers Signature:

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

Buyers Name:



## NOTICE OF CANCELLATION

Date of transaction: May 23rd, 2023

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

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 canceled.

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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