

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: 1010000013826

Date: January 31st, 2023

### **Sales Agent Detail:**

Sales Channel: D2D

Agent Name: Roshan indra

Agent ID:

### **Enrollment Detail:**

Authorizer Name: Roshan Jebin

Phone: 1-206-656-1175

Email: roshanjebz@gmail.com

Service Address: Pat's King of Steaks, Philadelphia, Philadelphia County, Pennsylvania, 19147, United States

Billing Name:Roshan Jebin

Billing Address: Pat's King of Steaks, Philadelphia, Philadelphia County, Pennsylvania, 19147, United States

Account Number: 447766776677

### Rate Plan Detail:

Utility: UGI Utilities Gas

Program Code: UGIUTILI\_NA\_INTMONJANR\_01\_ALL\_000\_N100\_XX

Rate Plan: VARIABLE

Rate: The price for your first month/billing cycle only will be \$0.84 per Ccf then variable thereafter.

ETF: None

Renewable Percentage: 100%

### **Customer Signature**



#### **GPS Information**



Estimated address:

Sales Agent Coordinates

**Latitude:**25.3903432

Lonaitude:55.5728789

Service Address





# Indra Energy Natural Gas Supplier Contract Summary Variable Product Residential & Small Commercial

Natural Gas Supplier Information	Indra Energy ("Indra") Address: 1515 Market Street, Suite 1200, Philadelphia, PA 19102 Phone: (888) 504-6372 Website: <a href="https://www.IndraEnergy.com">www.IndraEnergy.com</a> License # A-2009-2100320 Indra is responsible for your natural gas supply charges.
Natural Gas Price Structure	You will pay a price for natural gas supply service that may vary from month-to-month as determined by Indra in its sole discretion based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. You can access historical variable pricing information, updated monthly, by visiting Indra's website at https://IndraEnergy.com/pennsylvania/pennsylvania-variable-rates/ or by calling (888) 504-6372. There is no limit on how much the price of your natural gas supply service may change from one billing cycle to the next. Historical pricing is not indicative of present or future pricing.
Natural Gas Supply Price	\$ 0.84 per Ccf for the first month of service. After the first month, your supply rate may vary each month based on the factors described above.
Statement Regarding Savings	Savings are not guaranteed.
<b>Deposit Requirements</b>	None.
Incentives	If applicable, for a full description of your incentive, rewards, rebates, home services or promotions and its associated Terms & Conditions for 50 Indra Reward Dollars 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. If your plan includes Cinch home services, see Appendix A for more details.
Contract Start Date	The Initial Term of this Agreement will start on the next available meter read date after your natural gas generation supplier is changed to Indra by your Local Utility.
Contract Duration/Length	Month-to-month.
Cancellation/Early Termination Fees	\$0.00
End of Contract/Renewal	The Agreement will renew automatically on a month-to-month basis under the same terms unless you or Indra terminates the Agreement.
Cancellation/Right of Rescission	You may cancel 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 <a href="mailto:customerCare@IndraEnergy.com">CustomerCare@IndraEnergy.com</a> with your full name and account number details.



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

### INTRODUCTION.

This is an agreement, together with your Contract Summary, Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra" or "Indra Energy") and you for natural gas supply service and/or electric generation supply service at each of the account addresses listed in your Confirmation Letter and/or Contract Summary (or listed in any addendum). You agree to authorize a switch of your natural gas and/or electric generation supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in any addendum) ("Purchase Quantities") at a price as described in this Agreement.

### DISCLOSURES.

Indra Energy is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and provide natural gas supply service in Pennsylvania. Indra's natural gas PUC license number is A-2009-2100320. Indra Energy sets the natural gas commodity prices and charges that you pay. The PUC regulates distribution prices and services. Indra Energy is also licensed by the PUC to offer and provide electric generation supply service in Pennsylvania. Indra's electric PUC license number is A-2009-2108338. Indra sets the generation prices and charges that you pay. The Federal Regulatory Commission regulates transmission prices and services.

### RIGHT OF RESCISSION.

You may cancel this Agreement at any time before midnight of the third business day following the receipt of this Agreement by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing <a href="mailto:CustomerCare@IndraEnergy.com">Customer shall provide customer name</a>, service address, phone number, account number and a statement that customer is rescinding under the Right of Rescission.

### **DEFINITIONS.**

"Generation Charge" means the charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your

supplier. "Transmission Charge" The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply. "Commodity Charge" means the charge for the natural gas that is sold, measured either by volume (Ccf, Mcf) or heating value (dekatherms).

### PRICING.

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

Gas (if applicable): The price for your first month/billing cycle will be \$ 0.84 per Ccf.

### Simple Choice 12 Natural Gas Plan (if applicable):

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

### NATURAL GAS AND/OR INDRODUCTORY OR INTIAL PRICE (WHEN APPLICABLE).

If you enroll in an introductory/initial price as set forth in your Contract Summary and/or Confirmation Letter for the time period indicated in your Contract Summary and/or Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Contract Summary and/or Confirmation Letter.

### VARIABLE NATURAL GAS PRICE (WHEN APPLICABLE).

If you enroll in a variable natural gas product (as indicated on your Contract Summary), you will pay a price for natural gas supply service that will vary from month to month as determined by Indra in its sole discretion based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate. This price includes natural gas commodity charges and estimated Total State Taxes, but excludes applicable state and local Sales Tax. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. Your price may be higher or lower than your utility's rate in any given month, and there is no guarantee of savings. There is no limit on how much the price of your gas supply service will change from one billing cycle to the next. You can access historical variable pricing information, updated monthly, by visiting Indra's website at:

https://IndraEnergy.com/pennsylvania/pennsylvania-variable-rates/ or by calling (888) 504-6372.

### VARIABLE ELECTRIC PRICE (WHEN APPLICABLE).

If you enroll in a variable electric product (as indicated on your Contract Summary), you will pay a price for electric supply service that will vary from month to month as determined by Indra in its sole discretion based on on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate. This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. Your price may be higher or lower than your utility's rate in any given month, and there is no guarantee of savings. The price will change each billing period, and there is no limit on how much the price of your electric supply service will change from one billing cycle to the next. You can access future variable pricing information, updated monthly, by visiting Indra's website at:

https://IndraEnergy.com/pennsylvania/pennsylvania-variable-rates/ or by calling (888) 504-6372.

### FIXED ELECTRIC AND/OR NATURAL GAS PRICE (WHEN APPLICABLE).

If you receive fixed electric and/or natural gas supply service from Indra, you will pay a fixed price as set forth in your Contract Summary and/or Confirmation Letter for the time period indicated in your Contract Summary and/or Confirmation Letter. For your natural gas supply price, it includes natural gas commodity charges, estimated Total State Taxes, but excludes applicable state and local Sales Tax. For your electric supply price, it includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

### CINCH HOME SERVICES (WHEN APPLICABLE)

If you enroll on a qualified electricity plan that includes Cinch home services, you will be receiving a Cinch Home Services welcome kit for the **INSERT PLAN NAME**>, within the 15 days after your account has been enrolled. It will have detailed information, including your benefits, limitations, exclusions and how to access your Cinch account. Customer must enroll with Indra and be an active residential customer receiving electric supply service under the Indra <INSERT PLAN NÂME> in order to receive services provided by Cinch Home Services, Inc. If you cancel your Indra electric supply service, the <INSERT PLAN NAME>, will also be cancelled. For any questions or inquires related to your home services, please contact Cinch by telephone at (844) 627-6013. **Please see "Appendix A"** for additional details on Cinch Home Services. This is an added bonus, the price will remain the same whether or not you utilize the **INSERT PLAN NAME** > service.

### HISTORICAL PRICING INFORMATION.

You may obtain Indra's previous 24 months' average monthly billed electric and/or natural gas supply prices for your rate class and electric and/or natural gas utility service territory by calling Indra at (888) 504-6372 or by visiting www.IndraEnergy.com/contact, where you can email Indra's Customer Care Department. Please be aware that historical pricing is not indicative of present or future pricing.

### TAXES.

You are responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the supply service provided under this Agreement. If you are tax exempt, you must furnish Indra an exemption certificate before service commences.

### **BILLING & PAYMENT.**

This Agreement does <u>not</u> include utility transportation, delivery, or other charges that your gas or electric utility may impose. You will receive a single bill from your utility each month which will include the charges for Indra's natural gas and/or electric supply service and for the services provided by your utility. You will make payment for all of these services directly to your utility.

### **DURATION OF AGREEMENT.**

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

### RENEWAL PROVISION/CHANGE IN TERMS: NATURAL GAS SUPPLY SERVICE.

If you have a fixed term natural gas contract approaching the expiration date, or whenever Indra Energy proposes to change the terms of service, you will receive two (2) separate written notifications, the first approximately 60-75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. If you do not respond to the second notice or select another

provider or service plan, your contract will automatically renew at the terms set forth in such notice.

### RENEWAL PROVISION/CHANGE IN TERMS: ELECTRIC SUPPLY SERVICE:

If you have a fixed term contract that will be ending, or whenever Indra wants to change the contract, you will receive two (2) separate notices before the contract ends or the changes happen ("Options Notice"). You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options going forward. If you do not respond to the second notice or select another provider or service plan, your contract will automatically renew at the terms set forth in such notice.

### CANCELATION.

You may cancel this Agreement by: (a) calling Indra at (888) 504-6372; (b) sending a letter 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) e-mailing

CustomerCare@IndraEnergy.com. You shall remain obligated to pay Indra for all natural gas and/or electric supply service provided to you prior to the effective date of such cancelation. When you cancel, you agree that you are responsible to pay for Indra Energy's service through the date you are switched to another supplier or returned to the utility for service. You also shall be obligated to pay any reasonable attorneys' fees, and any related costs and expenses incurred by Indra in connection with its attempt to collect and recover same. Indra may cancel this Agreement upon 15 days written notice to you if you fail to meet your obligations under this Agreement, your utility terminates your service, or if Indra is no longer able to serve you. The effective date of any such termination will be determined by your utility.

### EARLY TERMINATION FEE.

After this Agreement goes into effect, if you cancel during the Initial Term you will be responsible for paying Indra any applicable early termination fees as set forth in your Contract Summary. No early termination fee will apply if you cancel this Agreement between the date you receive the 2<sup>nd</sup> end of contract notice (the "Options Notice") and the end of the Initial Term.

### CUSTOMER INFORMATION RELEASE.

You authorize Indra to initiate service to the accounts listed in your confirmation letter (or in any addendum), to begin your enrollment, and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility, so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information. Indra will maintain the confidentiality of the customer's personal information including name, address, phone number, usage and payment history as required by applicable Commission regulations and Federal and State laws.

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 these authorization at any time by either calling or providing written notice to Indra at the Contact Information in this Agreement. Indra reserves the right to the extent permitted by law to reject your enrollment or terminate this Agreement in the event these authorizations are rescinded.

### ENERGY INFORMATION AVAILABLE.

If you are an Indra Energy customer, information on generation energy sources, energy efficiency, environmental impacts, and historical billing data is available from your natural gas and/or electric utility or Indra on request.

### RENEWABLE ENERGY INFORMATION.

For Products described as "renewable" or "green", a chosen percentage of Customer's electricity supply service will be paired with renewable energy certificates generated from renewable or alternative energy sources in the United States, which may include wind, solar, hydro or any other zero-emission sources which have been qualified as such. For example, if you enroll on a 100% renewable or green product, Indra Energy will ensure that 100% of your electricity usage will be paired with renewable energy credits (RECs), over and above any mandatory renewable portfolio or clean standard requirements. The amount of RECs that exceed any mandatory renewable portfolio or clean standard requirements may be generated from renewable or alternative energy sources located anywhere in the United States. Indra will purchase RECs in the same calendar year as your electricity usage and retire them in a regional generation attribute system. Indra may take up to three (3) months after the end of the calendar year to retire RECs required to fulfill the obligations of the product.

#### MOVING.

You may cancel this Agreement if you move from the Service Address(es) by providing Indra at least 30 days' advance written notice; but the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) that may be listed for you in this Agreement.

#### **INCENTIVES.**

Please refer to your Confirmation Letter, Welcome Packet and or Contract Summary for details on other promotions or incentives you may be eligible for during the term of your Agreement. You may also visit Indra Energy's website or contact our customer care team at 888-504-6372 or <a href="CustomerCare@IndraEnergy.com">CustomerCare@IndraEnergy.com</a> for more information. Indra reserves the right to disqualify a customer from participation in any of Indra incentive programs.

### DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.

If you are receiving natural gas and/or electric supply service from Indra, you should contact Indra if you have any questions or complaints concerning your service. If you have a question or complaint concerning your natural gas and/or electric distribution service, billing, metering, or other services provided by your natural gas and/or electric utility, you should contact your natural gas and/or electric utility directly. You can call the Public Utility Commission at 800-692-7380 if you are not satisfied after discussing such matters with Indra. Complaints that pertain to Chapter 56 (relating to standards and billing practices for residential utility service) shall be handled and resolved in accordance with the applicable standards in Chapter 56. Indra shall give the Public Utility Commission access to disclosure statements, billing, and other customer information resources for compliance reviews as deemed necessary by the Commission. When

complaints arise and are brought before the Public Utility Commission for resolution, the obligation of Indra shall be extended to the provision of pricing information.

ARBITRATION AGREEMENT, WAIVER OF RIGHT TO SUE IN COURT, AND WAIVER OF CLASS ACTION TO **FULLEST EXTENT PERMITTED** APPLICABLE PENNSYLVANIA LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MUST BE RESOLVED THROUGH FINAL, BINDING ARBITRATION AND WE MUTUALLY FOREGO THE RIGHT TO RESOLVE IT IN A COURT OF LAW. THIS APPLIES REGARDLESS OF WHETHER THE ISSUE, CLAIM OR DISPUTE INVOLVES A TORT, FRAUD, BREACH OF CONTRACT, MISREPRESENTATION, **PRODUCT** LIABILITY, NEGLIGENCE, VIOLATION OF A STATUTE OR ANY OTHER LEGAL THEORY. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING ANY OF YOUR PARTICIPATION ASPECT NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT AND AUTHORIZATION TO SWITCH **SUPPLY SERVICE** AND/OR **ELECTRIC** GAS GENERATION SERVICE TO INDRA WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT AND AUTHORIZATION TO SWITCH GAS SUPPLY SERVICE AND/OR ELECTRIC **SERVICE GENERATION** TO INDRA. 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 **AGREE** ACKNOWLEDGE AND **THAT** THIS **PROHIBITS** YOU SPECIFICALLY **FROM** COMMENCING ARBITRATION PROCEEDINGS AS A REPRESENTATIVE OF OTHERS OR JOINING IN ANY ARBITRATION PROCEEDINGS BROUGHT BY ANY **NOTWITHSTANDING** PERSON. THE OTHER FOREGOING, **THIS** PARAGRAPH DOES NOT YOU FROM FILING A COMPLAINT PREVENT 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 **JURISDICTION** WITH **OVER** RETAIL STATE **ELECTRIC** OR GENERATION NATURAL GAS SUPPLIERS.

### CONTACT INFORMATION.

Supplier Name: Indra Energy; Supplier Street Address: 1515 Market Street, Suite 1200, Philadelphia, PA 19102; Supplier Phone Number (888) 504-6372; Supplier Internet Address: <a href="http://www.IndraEnergy.com/">http://www.IndraEnergy.com/</a>. Information about shopping for a natural gas is available at <a href="http://www.paGasSwitch.com">www.paGasSwitch.com</a>, by calling the at 1-800-692-7830 and at <a href="http://www.oca.state.pa.us">www.oca.state.pa.us</a>. Information about sopping for an electric supplier is available at <a href="http://www.PAPowerSwitch.com">www.oca.state.pa.us</a>. By calling the PUC at 800-692-7380, and the Office of Consumer Advocate at 800-684-6560 or <a href="http://www.oca.state.pa.us">www.oca.state.pa.us</a>. The PUC's address is: 400 North Street, Harrisburg, PA, 17120.

### APPLICABLE LAWS, ETC.

This Agreement is subject to all applicable local, state, and federal laws, and the orders, rules and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including the PUC. Services provided by your electric and gas utility are subject to all applicable state and federal laws, orders, rules, and regulations.

### FORCE MAJEURE.

Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of God or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, gas or electric utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing pursuant to this Agreement.

### REGULATORY CHANGES.

This Agreement is subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff or regulatory structure ("Regulatory Change") which impacts any term, condition, or provision of this Agreement including, but not limited to price, Indra shall have the right to cancel or modify this Agreement to reflect such Regulatory Change by providing written notice to you.

### **NET METERING:**

If you currently own or plan to install during the term of this Agreement eligible renewable electrical generating facilities generating renewable energy to supply all or part of your electricity usage and such generating facility is or will be net metered by your utility, Indra reserves the right to terminate your supply agreement and return you to local utility service or a supplier of your choosing. 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 receiving to 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 computerlike instrument including: a smart phone, a smart or electronic watch, a tablet, or a virtual reality device.

### LIMITATION OF LIABILITY.

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

#### NO WARRANTIES

NEITHER INDRA ENERGY NOR INDRA POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### AGREEMENT DETAILS.

Our full, legal name is Palmco Power PA, LLC dba Indra Energy for electric supply service and Palmco Energy PA, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

### MISCELLANEOUS.

This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants or undertakings other than those expressly set forth in this Agreement. Except as otherwise provided herein, this Agreement can only be amended by a writing signed by you and Indra. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH PENNSYLVANIA LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

#### ASSIGNMENT.

You may not assign this Agreement without the prior written consent of Indra. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the PUC rules and procedures, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties.

### EMERGENCIES.

IF YOU ARE RECEIVING GAS SERVICE FROM INDRA UNDER THIS AGREEMENT, IN THE EVENT OF AN EMERGENCY, GAS OUTAGE, OR SERVICE INTERRUPTION, YOU SHOULD IMMEDIATELY CONTACT YOUR GAS UTILITY. IF YOU ARE RECEIVING ELECTRIC SERVICE FROM INDRA UNDER THIS AGREEMENT, IN THE EVENT OF AN EMERGENCY, ELECTRIC OUTAGE, OR SERVICE INTERRUPTION, YOU SHOULD IMMEDIATELY CONTACT YOUR ELECTRIC UTILITY.

### **Third Party Energy Supplier**

Indra Energy 1515 Market Street, Suite 1200 Philadelphia, PA 19102

Agent Name: Roshan indra

Authorized Third Party Sales Representative

 ${\sf Employer} : \underline{{\sf Indra\ energy\ Newyork}}$ 

Rep ID:

P: 888.504.6372

Date: January 31st, 2023 Time: 10:30 AM

Indra**Energy**.com

