

Natural Gas and/or Electricity Supply Agreement with Sanford Energy Associates, LLC d/b/a Powervine Energy

PUCO Certificate Nos.: 18-1332E (Electric) & 18-675G (Natural Gas)

Customer Disclosure Statement and Terms of Service

Retain a copy for your records

Customer is fully authorized to enter into this Agreement for Sanford Energy Associates, LLC d/b/a Powervine Energy ("Powervine") to supply natural gas and/or electricity services ("Supply Service") to Customer's natural gas and/or electric account(s), subject to the eligibility requirements of Customer's Local Utility (each "Local Utility being as specified in Customer's Enrollment Acknowledgement Form(s) or Welcome Letter(s)) and acceptance by Powervine. This Agreement authorizes Powervine to commence natural gas and/or electricity supply service ("Supply Service") and switch Customer's supply of natural gas and/or electricity from the Local Utility or another Supplier ("Supplier"). Customer affirms that Customer is not currently enrolled in the Percentage of Income Payment Program and is not a member of a government aggregation program. Customer further affirms that Customer is not currently in arrears or default on Customer's bill with Customer's Local Utility. This Third-Party Agreement, online enrollment (if applicable), Customer Terms and Conditions, together with applicable Enrollment Form, Environmental Disclosure Label and/or Welcome Letter(s), and any Renewal Notice (if applicable) constitute your entire Supply Agreement ("Agreement") with Powervine and (i) describe your and Powervine's responsibilities and, among other things, contain a class action waiver that waives each of your and Powervine's rights to trial by jury and to participate in a class action, and (ii) supersede any oral or written statements made in connection with this Agreement or Customer's Supply Service. By executing, approving and/or not rescinding this Agreement, you agree to be legally bound, without limitation, qualification or change to, and to abide by this Agreement. In this Agreement, the words "we," "us," and "our" refer to Powervine Energy, and the words "you" and "your" refer to Customer. You represent that you are at least 18 years old and fully authorized to enter into this Agreement and make changes to the account listed in the Enrollment Acknowledgement Form(s) or Welcome Letter(s).

This Agreement is subject to the following terms and conditions:

Eligibility. This Agreement is available to Residential Customers receiving service under the Utility's residential rates who do not participate in the Percentage of Income Payment Plan.

Nature of the Services. Upon the effective date of this Agreement, Powervine agrees to provide Supply Service, as specified in this Agreement. In return, you agree to receive and pay for that Supply Service.

Local Utility Services. Your Local Utility will continue to deliver natural gas and/or electricity to you, read your Local Utility meter, and provide emergency and other services it has provided in the past. The amount payable for Powervine services will be included in your Local Utility monthly bill.

Term. This Agreement becomes effective upon expiration of the Rescission Period described in the Right to Rescind section

of this Agreement and shall continue, subject to the provisions of this Agreement, for the term indicated in the Customer Enrollment Acknowledgement Form or Welcome Letter(s), unless and until the Agreement is canceled or renewed. Powervine will begin supplying your natural gas and/or electricity when your Local Utility switches your account to Powervine. If you are on a Fixed Price Plan, after the "Fixed Price Period" set forth on the Welcome Letter(s), this Agreement shall automatically continue on a month-to-month basis on a Variable Price Plan as described herein, unless otherwise renewed.

Right to Rescind. Upon processing your enrollment, your Local Utility will send you a confirmation letter ("Confirmation Notice"), which is a notice of the transfer of your supply to Powervine. You can rescind your acceptance of this Agreement with no penalty by contacting the Local Utility in writing or by telephone as provided in your Local Utility's Confirmation Notice within 7 business days from the postmark date on the Confirmation Notice for natural gas supply and/or 7 calendar days from the postmark date on the Confirmation Notice for electric supply ("Rescission Period").

Price. The price to you for Supply Service received under this Agreement is stated in your Welcome Letter(s). Except for supply charges, for any price plan, Powervine does not charge any recurring or non-recurring charges; however, you will incur additional service and delivery charges from the Local Utility. **Prices for any of the plans listed may be higher or lower than your Local Utility's rate in any given month.**

- **Fixed Price Plan.** If you have chosen a Fixed Price Plan, your price per therm/Ccf/MCf and/or kWh ("Fixed Price") is guaranteed not to change during the Fixed Price Period; provided, however, that all prices are **subject to Change in Law as described in the Change in Law/Regulatory Change section herein.** Following the end of the Fixed Price Period, and unless an alternative pricing provision is negotiated between the parties or otherwise renewed, or either party terminates this Agreement, the Agreement shall automatically continue thereafter on a month-to-month Variable Price Plan, as described below. Please see the Contract Renewal section herein for further details.
- **Variable Price Plan.** If you have chosen a Variable Price Plan, or your price for Supply Service has automatically renewed from a Fixed Price Plan to a Variable Price Plan, as set forth in the Contract Renewal section herein, your price per therm/Ccf/MCF and/or kWh will be established and may vary each month ("Variable Price"). The Variable Price will be determined by Powervine for each month at its sole discretion based on business and market conditions including, but not limited to, the costs incurred by Powervine to procure natural gas and/or electricity to serve your account and the following (as applicable): transportation costs; balancing fees, capacity charges, line losses, ancillary service fees, alternative and renewable energy requirements, storage charges; distribution system losses; administrative costs; costs to acquire; marketing costs; profit; applicable taxes; and other business and market considerations. If your Utility pro-rates between months, and if a billing cycle spans across more than one month, your Utility will apply the Variable Price pro-rated based on the Utility's billing methodology. Your Variable Price may be higher or lower than the price offered in the

initial month or any month thereafter while Powervine is providing Supply Service. Savings, as compared to other supplier rates, are not guaranteed. You may contact Powervine at its Contact Information to obtain the current Variable Price. At any time, you may ask Powervine to convert your price plan from a Variable Price Plan to a Fixed Price Plan at Powervine's then current Fixed Price, if available.

Renewables and/or Carbon Offsets. The product selected by you for Supply Service received under this Agreement is stated in your Welcome Letter(s). For CleanVine products, Powervine will purchase carbon offsets to offset the environmental impact of your natural gas use by the percentage specified in your Welcome Letter. For GreenVine products Powervine will purchase and retire renewable energy certificates or attributes in an amount equal to the percentage of the electricity usage specified in your Welcome Letter.

Credit and Deposit. Prior to the acceptance of this Agreement by Powervine, we may conduct a credit check to determine your initial creditworthiness. You consent to said credit check and agree that if you do not satisfy our credit standards, we may request reasonable credit assurance to accept this Agreement, which may include requiring a deposit based on 60 days of Powervine estimated charges. No interest will be paid on a required deposit. In addition, we may require reasonable credit assurance if you do not pay your bill on time. Any cash deposit will be allocated to any balance owed to us at the time of your final bill with Powervine charges, and any remaining amount will be returned to you.

Electronic Notices. If you signed up for Powervine service online (at the Powervine website) and/or consented online during the enrollment process to electronic service of all notices, including but not limited to, terms of service, Welcome Letter(s), environmental disclosure labels, late notices, termination notices, invoices and any other notices and/or disclaimers, all documents, with the exception of any notice (including Renewal Notice) that is required by PUCO regulations to be mailed in paper form, will be electronically sent to the e-mail address provided by you to Powervine and not mailed in paper form to your address on file ("regular mail"). It is your continuing obligation to ensure that the e-mail address on file with Powervine is kept up to date. Should you require that a paper copy of any of these items be sent to you by regular mail, one will be so provided by Powervine upon your request. Should you opt to receive all of these items by regular mail, you can do so by contacting Powervine at its Contact Information in this Agreement.

Contract Renewal; Renewal Notice; Notification of Change(s). Powervine will separately notify you ("Renewal Notice") at least 45 days, but no more than 90 days in advance of the expiration and/or any offering to renew this Agreement under the same or different conditions. **UPON AUTORENEWAL FROM THE FIXED PRICE PLAN, UNLESS OTHERWISE STATED IN ANY RENEWAL NOTICE, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE ON A MONTH-TO-MONTH VARIABLE PRICE PLAN UNTIL YOU NOTIFY POWERVINE IN WRITING, OR BY CALLING POWERVINE AS OUTLINED IN ANY RENEWAL NOTICE TO ADVISE POWERVINE THAT YOU WISH TO CANCEL THIS AGREEMENT. IF YOU DO NOT RESPOND TO ANY RENEWAL NOTICE WITHIN THE LOCAL UTILITY'S TIME**

FRAME TO EFFECTUATE A CHANGE IN PLAN, YOU WILL BE DEEMED TO HAVE IRREVOCABLY AND UNCONDITIONALLY AGREED TO AUTOMATICALLY CONTINUE ON A MONTHLY VARIABLE PRICE PLAN, INCLUDING BUT NOT LIMIT TO ANY OTHER TERMS AND CONDITIONS OUTLINED IN SUCH RENEWAL NOTICE. However, in accordance with PUCO's rules, if Powervine proposes alternative renewal options in any Renewal Notice, your Agreement will be renewed as described herein and/or as indicated in the Renewal Notice(s) themselves.

Contract Cancellation. You have the right to cancel this transaction during the Rescission Period in accordance with the Right to Rescind section herein.

Contract Termination. You may terminate this Agreement after the Rescission Period, by contacting Powervine at its Contact Information listed in this Agreement or by providing notice to the Local Utility either orally, electronically or in writing. There is no early termination fee charged for termination during the Rescission Period or while under a Variable Price Plan. **If you are enrolled in a Fixed Price Plan and terminate this Agreement after the Rescission Period and prior to the expiration date of the Fixed Price Period, you may be charged an early termination fee of \$50.00.** This Agreement will automatically terminate without penalty if you move and the requested service location is not served by the current Local Utility, or if you move to an area not served by Powervine and/or a different price is charged at your new location. Otherwise, you can contact the Local Utility at least 30 days prior to moving and request a service transfer within the Local Utility service area. This Agreement will also automatically terminate if Powervine takes action to return you to the Local Utility's sales service in accordance with this Agreement. If the PUCO, the Utility, or PJM (as applicable) decides to end or change the program, including any change in governing law or regulation under which Powervine purchases power in any manner that physically prevents or legally prohibits Powervine from performing under the terms of this Agreement, Powervine may also cancel this Agreement on 14 calendar days advance written notice.

Billing and Payment. For each account, you will receive one monthly bill from the Utility with its charges and our charges, and you will continue to pay your bill following the Utility's billing and payment policies. We do not offer budget billing or summary billing for Supply Service under this Agreement. Your total bill will be calculated by multiplying (i) the supply price by (ii) the amount of consumption in the billing cycle (as determined by your Local Utility) plus (iii) applicable taxes, fees, and charges levied by the Local Utility for other services. If, due to a change in market conditions, Powervine, at its sole discretion, determines to lower the price charged to Customer under an existing contract, Powervine may do so without consent, provided there are no other changes to the terms and conditions of this Agreement. You agree to pay the Local Utility for the entire monthly bill under the Local Utility's payment terms and conditions. The Utility's charges include distribution (delivery) service and all non-bypassable charges of the Utility that are approved by PUCO. If you have any questions regarding the Utility charges, please contact them directly. Failure to pay the Utility charges may result in disconnection as provided for in the Utility's tariff. If you do not pay your bill on time, you may incur late fees. You may also forfeit your ability to choose another supplier until arrearages are paid. In

addition, we may require reasonable credit assurance as provided in the Credit and Deposit section of this Agreement. We may cancel this Agreement upon 14 calendar days written notice for non-payment or failure to meet any agreed upon payment arrangements, and automatically return you to the Utility's standard offer service. Powervine reserves the right to issue an invoice to you directly. Such a direct invoice would include Powervine's Supply Service charges and may also contain applicable taxes. If Powervine bills you and if you do not pay your bill on time, Powervine may charge you a late payment fee, not in excess of the rate charged by Local Utility, and collection costs incurred due to your late payment or non-payment. All returned checks will be subject to the maximum fee allowed by law. If you fail to pay your bill or meet any agreed upon payment arrangements, the Local Utility may terminate your Supply Service in accordance with the Utility's tariffs and your Agreement with Powervine may be automatically terminated, leading to an early termination fee (if applicable). Until the cancellation or termination of this Agreement becomes effective, you agree to pay for any natural gas and/or electricity Powervine supplied to you. Upon your request, Powervine will timely provide your payment history for up to 24 months to you without charge

Change of Law/Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations, decisions, tariff or policy decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder, including but not limited to the Local Utility, applicable regional transmission organization (PJM), PUCO, the Federal Energy Regulatory Commission (FERC), or any of their successors (collectively, "Laws", and any change, or change in interpretation of such Laws, a "Change in Law"). If at any time during the term of this Agreement there is a Change in Law that results in Powervine being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, or results in an increase in Powervine's costs of providing Supply Service to you under this Agreement, Powervine may terminate this Agreement in accordance with the Termination provisions herein or adjust its price(s) to reflect any increases associated with such Change in Law upon 30 days' written notice to you, subject to regulatory requirements..

Environmental Disclosure. Our environmental disclosure information is provided with this Agreement and is shown at our website, www.powervineenergy.com. You agree that we may make required quarterly updates electronically at our website. We will also provide the information to you at no charge upon request.

Switching Fees. The Local Utility may charge you switching fees any time you change your supplier. Powervine will not separately charge a switching fee. If you voluntarily return to the Local Utility after switching to a supplier, you may be charged a supply rate other than the Local Utility's regulated Supply Service rate.

Telephonic Communication. You agree that by accepting this Agreement and providing to Powervine, its affiliates and/or assigns, your phone number, which can include a landline and/or mobile number, Powervine, its affiliates and/or assigns may call and/or text you with autodialed and/or pre-recorded information.

Questions and Disputes. For questions about this Agreement contact us using the Contact Information contained herein. If you have a complaint that is not resolved after you have called us and/or your Utility, or for general utility information you may contact PUCO for assistance toll-free at 1-800-686-7826, from 8:00 A.M. to 5:00 P.M. weekdays, or visit <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 A.M. to 5:00 P.M. weekdays or visit <http://www.puco.ohio.gov>

CHOICE OF LAW; WAIVER OF JURY TRIAL; CLASS ACTION WAIVER. The validity, performance, and construction of this Agreement will be governed and interpreted in accordance with the laws of Ohio without giving effect to conflict of law principles. Any controversy or claim arising from or relating to this Agreement that is not resolved by contacting us for resolution or by contacting your Local Utility or PUCO will be settled in accordance with the express terms of this Agreement by a court located in Fairfield County, Connecticut (and each Party hereto waives any right to object to venue in this regard). **EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.** If either party pursues court action to enforce its rights under this Agreement, the non-prevailing party shall promptly reimburse the prevailing party for all its attorney fees, expenses and costs. Further, Powervine shall be entitled to recover from you all costs, including attorneys' fees, incurred in connection with its efforts, whether in court or otherwise, to collect amounts due and payable to Powervine. This provision shall survive termination or expiration of this Agreement.

Contact Information.

You can reach us:

- By mail at PO Box 476, Norwalk, CT 06856
- By telephone toll-free at
- By email at CustomerService@powervineenergy.com
- Internet: www.powervineenergy.com
- Our business hours are 9 A.M. to 8 P.M. Eastern Standard Time, Monday through Friday

Delivery Point and Title. If Supply Service includes natural gas, Powervine will deliver natural gas to an existing or future point of interconnection between the Local Utility distribution system and a third-party pipeline delivering natural gas to the Local Utility (the "Delivery Point"). Title and risk of loss related to natural gas transfer to you at the Delivery Point and you will be responsible for all sales taxes related to the sale, purchase, and delivery of such natural gas to your home or business (whether in effect as of the effective date of this Agreement) imposed by any governmental entity.

Emergency. IF YOU SMELL GAS YOU SHOULD IMMEDIATELY CALL THE LOCAL UTILITY AT ITS CONTACT INFORMATION AND, IF A GAS LEAK IS SUSPECTED, CALL LOCAL EMERGENCY PERSONNEL AT 911.

LIMITATION OF REMEDIES, LIABILITY AND DAMAGES. THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST US WILL BE LIMITED TO THE LESSER OF THE DIRECT ACTUAL DAMAGES, OR THE AMOUNT PAID TO US UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD PRIOR TO THE OCCURRENCE THAT GAVE RISE TO SUCH CLAIM. IN NO EVENT WILL POWERVINE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, POWERVINE PROVIDES AND YOU RECEIVE NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND POWERVINE SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You acknowledge and agree that your Local Utility and PJM (as applicable) are exclusively responsible for the natural gas and/or electricity transmission and delivery system, and that Powervine has no independent control over the Utility's or PJM systems (as applicable) and will have no liability for any of their acts or omissions.

Force Majeure. Notwithstanding any other provision of the Agreement, if we are unable to carry out any obligation under the Agreement due to a Force Majeure the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, so long as we use commercially reasonable efforts to remedy our inability to perform. "Force Majeure" means an event not within our reasonable control that we are unable to prevent or overcome in a commercially reasonable manner by the exercise of due diligence. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the PUCO or PJM (as applicable); regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under our control.

Information Release Authorization and Confidentiality. You agree that the Utility may provide us with any information we need to help us serve you, including your meter readings, billing records, consumption records, and projections. You also agree that we may provide Utility with a copy of this Agreement, and you authorize the Utility to treat a copy of this Agreement as the original during the term. We will not release your account number or social security number without your written consent, except for our own credit and collection purposes, for permitted assignments of this Agreement or (as to your account number) for governmental aggregation, or as otherwise required by law. By enrolling with Powervine, you are designating Powervine as an appropriate and authorized user of your information to enroll you and shall constitute authorization to obtain from time to time all usage, billing, payment history and other related information with respect to your account from the Utility. Enrollment or attempted enrollment online, telephonic enrollment, and/or your execution of this Agreement shall constitute authorization for the release of this information to

Powervine and to third parties who need to use or be aware of such information in connection with your electric generation and/or natural gas services, as well as to our agents, affiliates, contractors, and subcontractors for any billing, collection and/or marketing purposes. This authorization will remain in effect during the term of this Agreement.

Assignment. We may assign this Agreement to another PUCO-certified supplier authorized by the Local Utility after giving you prior written notice of such assignment, subject to regulatory requirements. Any required notice shall be deemed to have been made if mailed to Customer's last known mailing address in Powervine's records for the account. You may not assign this Agreement at any time without our prior written consent, and any attempted assignment without such consent shall be null and void.

UCC. Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code ("UCC") of Ohio shall govern this Agreement and natural gas and/or electricity shall be deemed a "good" for purposes of the UCC.

Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure of either party to exercise any right hereunder shall not constitute a waiver hereunder and shall not impair the exercise of such rights at any later time.

Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

Miscellaneous. You are solely responsible for any contract termination fees or other fees or damages assessed by any other competitive retail electric supplier. You authorize, but do not obligate us, to exercise your government aggregation opt-out rights. Powervine may change the terms of this Agreement by providing notice of such change at least 30 days prior to the effective date of the change. If you do not agree with the change, you may cancel this Agreement by providing written or telephone notice to Powervine within 30 days of the date of the notice. You will promptly notify Powervine if there are any material changes in your consumption pattern. There may be a delay before Local Utility switches your natural gas and/or electricity supply to Powervine; Powervine is not responsible for any such delays.