



991 US Highway 22 West Suite 200, Bridgewater, NJ 08807
 (866) 223-9166 | support@powerupenergyus.com | powerupenergyus.com

Pennsylvania – Variable Rate Electric Generation Supply Agreement and Disclosure Statement – v.10.07.2021

Power Up Energy Pennsylvania, LLC (“Power Up Energy”) and _____ [name]
 _____ [service address]

CONTRACT SUMMARY

Electric Generation Supplier Information:	<p>Power Up Energy Pennsylvania, LLC 1-866-223-9166, support@powerupenergyus.com www.powerupenergyus.com, 991 US Highway 22 West Suite 200, Bridgewater, NJ 08807. Power Up Energy Pennsylvania, LLC (“Power Up Energy”) is licensed by the Pennsylvania Public Utility Commission and is responsible for the generation charges on your bills. PUC License# A-2021-3027018</p>
Price Structure	<p>Variable Rate. You will pay a price for electricity supply that may vary from month to month based on a variety of factors, including the PJM zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that Power Up Energy performs for you, certain transmission, capacity, ancillary costs, Power Up Energy’s administrative expenses and margins, and other prevailing market conditions. The price includes estimated total state taxes, including gross receipts tax, but excludes applicable state and local sales tax. The generation supply price will be clearly indicated on your monthly electricity bill. The price may change each billing period, be higher or lower than the EDC’s price in any given month, there are no limits on how much the price may change from one billing cycle to the next, and there is no guarantee of savings</p>
Generation / Supply Price	<p>The Electricity Supply PRICE for the first billing cycle with Power Up Energy will be \$ _____ per kilowatt hour. Thereafter it will vary from month to month based on the factors described above.</p>
Statement Regarding Savings	<p>There are no guaranteed savings associated with this Agreement.</p>
Deposit Requirements	<p>None</p>
Incentives	<p>Renewable Energy. 100% of your electricity supply will be matched with nationally sourced Renewable Energy Certificates (RECs) that have been certified by state or regional renewable portfolio standards administrators.</p>
Contract Start Date	<p>Your Power Up Energy supply service will begin on a date set by your EDC.</p>
Contract Duration / Length	<p>Month to month until terminated by either party.</p>
Cancelation / Early Termination Fees	<p>NO early termination fee.</p>
End of Contract	<p>This Agreement will renew automatically and continue in full force and effect on a month-to-month basis until either party elects not to renew by giving the other party at least 30 days’ advance notice. If Power Up Energy wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before the change, and the second notice 30 days before change. These notices will explain your options.</p>
Right of Rescission	<p>You may cancel this Agreement at any time before midnight of the third (3rd) business day after receiving this disclosure statement. You can contact us by phone, in writing or electronically (if available) to cancel this Agreement. Telephone: 1-866-223-9166, www.powerupenergyus.com, support@powerupenergyus.com, the mailing address is listed above.</p>



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Power Up Energy Pennsylvania, LLC (“Power Up Energy”) and _____ [name]

_____ [service address]

GENERAL TERMS & CONDITIONS

Welcome to Power Up Energy Pennsylvania, LLC (“Power Up Energy”). This is an agreement for electric generation service between Power Up Energy and _____ (name), (“You” and “Customer), _____ (service address).

Power Up Energy Pennsylvania, LLC is licensed as an Electricity Generation Supplier by the Pennsylvania Public Utility Commission. Our license number is A-2021-3027018.

Your Electric Distribution Company (“EDC”) will continue to deliver your electricity and you will receive a single bill from your EDC that will contain Power Up Energy Pennsylvania, LLC’s charges for electricity supply and your EDC’s charges for delivering your electricity. Generation prices and charges are set by the electric generation supplier you have chosen. The Pennsylvania Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Your EDC responds to emergencies and provides other basic utility services as required. Please contact your EDC in the event of an emergency such as a power outage.

Right of Rescission: You may cancel this Agreement at any time before midnight of the third (3rd) business day after receiving this disclosure statement. You can contact us by phone, in writing or electronically (if available) to cancel this Agreement. See Contact Information above and below for ways to contact us.

Definitions:

- **Electric Distribution Company (EDC):** The public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by the PUC.
- **Generation Charge:** 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.
- **Non-basic Charges:** Not applicable to Power Up Energy.

Cancellation: You may cancel this Agreement at any time for any reason by providing notice to Power Up Energy, by calling 1-866-223-9166 or emailing support@powerupenergyus.com; provided, however, that you shall remain obligated to pay for all electricity supply provided to you prior to such cancellation. There is no fee for cancelling this Agreement. Power Up Energy may cancel this agreement at any time by providing written notice to Customer. Common reasons for Power Up Energy to cancel this Agreement include termination of Customer’s service by the EDC or a customer move to a different service address. In all cases, the effective cancellation date shall be the date your electric utility, EDC, switches your service back to the utility or to another Supplier.

Price:

This is a Variable Price agreement. The price for your first month of service from Power Up Energy is stated on your attached Contract Summary. After the first month, the price you will pay for electricity supply may vary from month to month based on a variety of factors, including the PJM zonal locational marginal price (“LMP”) determined on a day ahead or real time basis, any supply and agency

functions that Power Up Energy performs for you, certain transmission, capacity, and ancillary costs, Power Up Energy's administrative expenses and margins, and other prevailing market conditions. The price includes estimated total state taxes, including gross receipts tax, but excludes applicable state and local sales tax. The price may change each billing period and you will be notified of the price for each billing period at the time of billing. If you are tax exempt, you must furnish Power Up Energy with an exemption certificate before service begins. Your electricity supply price may be higher or lower than the EDC's price in any given month, there are no limits on how much the price may change from one billing cycle to the next, and there is no guarantee of savings.

More information about this variable price product, including what this price has been for the past 24 months, can be found at www.powerupenergyus.com or you can call 1-866-223-9166. **Please know that past prices do not indicate present or future prices.**

Length of Agreement: This Agreement will start with the first meter read by your local utility following enrollment and will continue on a month to month basis until either party terminates the Agreement by giving the other party at least 30 days' advance notice. If Power Up Energy wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before the change, and the second notice 30 days before change. These notices will explain your options. To cancel the Agreement, you can contact Power Up Energy Pennsylvania by telephone at 1-866-223-9166, email at support@powerupenergyus.com, or mail at Power Up Energy Pennsylvania, LLC, 991 US Highway 22 West Suite 200, Bridgewater, NJ 08807. **You may also contact your local EDC to cancel a contract.**

Penalties, Fees and Exceptions: NO early termination/cancellation fees.

Renewable Energy Products: 100% of your electricity supply will be matched with nationally sourced Renewable Energy Certificates (RECs) that have been certified by state or regional renewable portfolio standards administrators.

Bill Payment: You will receive a single bill from your EDC that will contain Power Up Energy's charges for electricity supply and your EDC's charges for delivering your electricity. You will continue to make all payments to your EDC, and your EDC maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the regulations of the Pennsylvania Public Utility Commission.

Consumer Protections and Dispute Resolution: The services provided by Power Up Energy to Customer, are governed by the terms and conditions of this Agreement, the procedures approved by the Pennsylvania Public Utility Commission ("PUC"), and other applicable law. Power Up Energy will provide at least thirty (30) days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Power Up Energy, a residential Customer may be subject to cancellation of this contract. There is no charge for starting or stopping electric generation service, if done within the terms of this Agreement. Nothing contained in this Agreement shall constitute a waiver of any rights you may have under Pennsylvania or federal consumer protection laws. In the event of a billing dispute or a disagreement involving Power Up Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Power Up Energy by telephone or in writing as provided below. If you are not satisfied after discussing your concerns with us you may contact the PUC by phone at: 1-800-692-7380 or in writing at 400 North Street, Harrisburg, PA 17120.

Contact Information:

Supplier Information: Power Up Energy Pennsylvania, LLC, 991 US Highway 22 West Suite 200, Bridgewater, NJ 08807, 1-866-223-9166, www.powerupenergyus.com, support@powerupenergyus.com

Pennsylvania Public Utility Commission 400 North Street, Harrisburg, PA 17120, Phone: 1-800-692-7380, www.puc.pa.gov. Information about shopping for an electric supplier is available at www.PaPowerSwitch.com, by calling the PUC at 1-800-692-7830 or the Office of the Consumer Advocate at 800-684-6560, and at www.oca.state.pa.us

LIMITATION OF LIABILITY: NEITHER CUSTOMER NOR POWER UP ENERGY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT. THIS AGREEMENT, IF NOT OTHERWISE LIMITED BY ANOTHER PROVISION OF THIS AGREEMENT, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY 12-MONTH PERIOD), THE TOTAL NET PAYMENTS MADE BY CUSTOMER FOR THE APPLICABLE SERVICE DURING THE 12 MONTH'S PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED.

Information Release Authorization: Customer authorizes Power Up Energy to obtain and review the following information from the EDC: consumption history; billing determinants; and account number. This information may be used by Power Up Energy to determine whether it will commence and/or continue to provide electric supply service to Customer and will not be disclosed to a third party

unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Power Up Energy. This authorization will remain in effect during the entirety of this Agreement. Customer may rescind this authorization at any time by contacting Power Up Energy. Power Up Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization. Power Up Energy 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.

Force Majeure: Neither Customer nor Power Up Energy 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, including fire, acts of god or public enemy, government restraint or order, an extraordinary weather event, labor strike, lockout or industrial disturbance, act of terrorism, war, flood, explosion, the unavailability for any reason of local, intrastate, or interstate electric or gas transportation systems, and other events that cannot be prevented or overcome by the ordinary due diligence of the affected party. A Force Majeure Event does not include an inability to pay any amount owing pursuant to this Agreement.

NO WARRANTIES: POWER UP ENERGY MAKES NO WARRANTIES, AFFIRMATIONS OF FACT OR PROMISES, EXPRESSED OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC: THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH PENNSYLVANIA STATE LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAWS. 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") that impacts the any term, condition or provision of this Agreement, including but not limited to price, Power Up Energy shall have the right to modify this Agreement to reflect such Regulatory Change by providing you with written notice of such modification in accordance with the PUC's regulations.

ARBITRATION AGREEMENT, WAIVER OF RIGHT TO SUE IN COURT, AND WAIVER OF CLASS ACTION: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE PENNSYLVANIA LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS ELECTRIC 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, AND VIOLATION OF A STATUTE OR ANY OTHER LEGAL THEORY. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING ANY ASPECT OF YOUR PARTICIPATION IN THIS ELECTRIC SUPPLY AGREEMENT AND AUTHORIZATION TO SWITCH OR ELECTRIC GENERATION SERVICE TO POWER UP ENERGY WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS ELECTRIC SUPPLY AGREEMENT AND AUTHORIZATION TO SWITCH ELECTRIC GENERATION SERVICE TO POWER UP ENERGY. ALL ARBITRATIONS SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. YOU ACKNOWLEDGE AND AGREE THAT THIS SPECIFICALLY PROHIBITS YOU FROM COMMENCING ARBITRATION OR ANY OTHER PROCEEDINGS AS A REPRESENTATIVE OF OTHERS OR JOINING IN ANY ARBITRATION OR ANY OTHER PROCEEDINGS BROUGHT BY ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT TO THE PUC

Assignment: You may not assign this Agreement without Power Up Energy's prior written consent. Power Up Energy may assign this Agreement to another supplier licensed by the PUC, and you will be provided written notice prior to any such assignment. This Agreement will inure to and be binding upon the successors and assignees of the parties. Power Up Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds thereof, in connection with any financial agreement.

Entire Agreement: This Agreement is the entire understanding between Customer and Power Up Energy with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement.