

PENNSYLVANIA SALES AGREEMENT

General Terms and Conditions

1. AGREEMENT TO SELL AND PURCHASE ENERGY: This is an Agreement between Polaris Power Services, LLC (“Polaris or “Seller”), an energy supplier licensed by the Pennsylvania Public Utility Commission; our license numbers are: A-2021-3024086 and the undersigned customer (“Buyer” or “Customer” or “you”) under which Customer shall initiate electricity supply service and begin enrollment with Polaris (the “Contract” and/or “Agreement”), which includes the Contract Summary and these Terms and Conditions. You agree to purchase electric service from Polaris for the Account Number(s) and Service Address(es) identified by you during the Telephone Enrollment Third Party Verification, the execution of the Sales Agreement, and/or the Web Enrollment (which serves as an electronic signature all of which will be followed by written confirmation by U.S. Mail or electronic mail). We set the generation prices and charges that you pay. Subject to the Contract Summary and these Terms and Conditions of this Agreement, Polaris agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the electric supply, as estimated by Polaris, necessary to meet Customer’s requirements based upon consumption data obtained by Polaris or the delivery schedule of the Local Distribution Company (the “LDC” or “utility”). The amount of electric delivered supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Polaris or the LDC’s delivery schedule. The LDC will continue to deliver the electric supplied by Polaris. You will receive a single bill from your local utility that will contain your electric distribution charges and Polaris charges. For residential customers, there is no charge for starting or stopping electric generation service, if done within the terms of this Agreement. Polaris reserves the right to assess early cancellation fees for Customer’s failure to adhere to this Agreement as outlined in Section 7 below.

2. PRICE: The price for all energy sold under this Agreement shall include and be subject to all applicable taxes and fees but does not include state sales tax and county tax. Polaris will invoice Customer monthly for energy delivered under this Agreement, as measured by the LDC, and Customer will see cost reflected in the consolidated bill it receives from its utility. Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. Historical pricing is not indicative of present or future pricing.

Electric:

Plan – Variable Rate: For variable monthly rate service, the price shall reflect each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by Polaris’ discretion, plus all applicable taxes, fees, charges or other assessments and Polaris’ costs, expenses and margins; this Agreement does not include utility charges. There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified of your next month’s variable price upon receipt of your monthly bill. For variable pricing plans, you may obtain the previous 24 months’ average monthly pricing for your rate class and LDC service territory by visiting us at www.polarispwr.com or contacting us at the contact information contained in Section 21 below. You can contact Polaris each month at **1.866.362.9800** or info@polarispwr.com to obtain your current rate for that day. This Agreement does not include utility charges.

Plan – Renewable Variable Rate: For renewable variable monthly rate service, the price shall reflect each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), REC’s, related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by Polaris’ discretion, plus all applicable taxes, fees, charges or other assessments and Polaris’ costs, expenses and margins; this Agreement does not include utility charges. There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified of your next month’s variable price upon receipt of your monthly bill. For variable pricing plans, you may obtain the previous 24 months’ average monthly pricing for your rate class and LDC service territory by visiting us at www.polarispwr.com or contacting us at the contact information contained in Section 21 below. You can contact Polaris each month at **1.866.362.9800** info@polarispwr.com to obtain your current rate for that day. This Agreement does not include utility charges.

Plan – Fixed Rate: For fixed rate service, the price will remain the same for the duration of the Initial Term of the Agreement and does not include state sales tax and county tax. The fixed rate shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs, related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by Polaris’ discretion, plus all applicable taxes, fees, charges or other assessments and Polaris’ costs, expenses and margins. This Agreement does not include utility charges.

Plan – Renewable Fixed Rate: For renewable fixed rate service, the price will remain the same for the duration of the Initial Term of the Agreement and does not include state sales tax and county tax. The fixed rate shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs, related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by Polaris’ discretion, plus all applicable taxes, fees, charges or other assessments and Polaris’ costs, expenses and margins. This Agreement does not include utility charges.

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Environmental Characteristics & Renewable Energy Information: If you select an electric renewable energy plan, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from qualifying renewable or alternative energy sources in the United States that include at least one of the following types of renewable generation: wind, solar, biomass, biogas, hydroelectric, off-shore wind, tidal (ocean), fuel cells, liquid biofuel, and any other generation source that qualifies as renewable in Pennsylvania.

Swing Provision: For fixed price service, unless otherwise agreed upon in writing, if usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by (if applicable, per your chosen plan) % or more, customer will be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by (if applicable, per your chosen plan) % or more below the Base Load, the Customer will be charged the Fixed Price for all usage and shall be charged for hedging, cash out costs, settlement and/or balancing costs related to the positive difference between the Base Load and actual consumption ("True Up"). The True Up will be billed to the customer in either the form of a blended rate on the customer's future LDC invoice or as a separate invoice from Polaris.

3. TERM: This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Polaris is deemed effective by the LDC and shall continue for the term set forth in the Contract Summary (the "Initial Term"). See also Section 6 below.

4. CONTRACT AMENDMENT: In the event that there is a change in a variable rate plan during its Renewal Term (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in Polaris incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges, to the extent permitted by applicable rules.

5. RIGHT OF RESCISSION: Residential and small business Customers will have a three (3) business day right of rescission period following the receipt of this disclosure statement. This Agreement shall not be legally binding upon the residential or small business Customer until the three (3) business day rescission period has expired. Customer may contact Polaris in writing or orally by contacting us at the contact information contained in Section 21 below.

6. RENEWAL:

Fixed-Rate Plans: If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate notices before the contract ends or the changes happen. You, or your energy broker, 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 Term. These notices will explain your options going forward.

Variable Rate Plans: For Customers on variable rate plans, you will not receive a renewal notice and such plan will continue until you cancel, or Polaris cancels your Agreement, by providing you notice as required by law.

7. CANCELLATION PROVISIONS: During the Initial Term, Polaris reserves the right to cancel this Agreement at the end of any term for any reason upon thirty (30) days written notice to Customer at the Service Address you provided. Polaris reserves the right to cancel this Agreement, regardless of whether Customer remedies the condition that triggered the termination notice. In addition to any other remedies it may have, Polaris may cancel this Agreement if Customer fails to pay each invoice in full within twenty (20) days of the invoice date, upon thirty

(30) days written notice to Customer. Residential customers may cancel this Agreement within 48 hours of notice without penalty, as a result of relocation within or outside of the LDC's franchise area, disability that renders the Customer of record unable to pay for Polaris' service and/or the Customer of record's death. Common reasons for cancellations may be:

- Non-Payment – If your electric service is terminated by your electric distribution company, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts-unpaid for our charges for electric generation service up to the date of termination.
- Company-Initiated Cancellation – If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.
- Customer-Initiated Cancellation – If you cancel this agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation and we will charge the early cancellation fee mentioned above.
- Customer Move – If the customer moves from the address listed above, this agreement is cancelled.
- Polaris reserves the right to rescind Matrix-Priced contracts at any time.
- The signer has authorization to bind the members of the association into this contract and each member is fully responsible for their obligations on this contract.

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8. PENALTIES, FEES AND EXCEPTIONS: You may cancel this Agreement at any time by providing 30 days' written notice to Polaris at the contact information contained in this Agreement. Customer acknowledges that in the event of a cancellation or termination of this Agreement, cancellation is effective on a date set by your LDC for the Customer to return to the LDC for generation supply service, and Customer is liable for all Polaris charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the LDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided. Payment to Polaris is due within third (30) days. Late payments to Polaris will incur a monthly interest rate of 1.5%. A \$35 fee will be charged for all returned payments. Polaris does not offer budget billing services. Customers on a fixed rate agreement who terminate this Agreement after the rescission period and prior to the expiration of the Initial Term, will be charged an early cancellation fee.

Residential Customers: there is no early cancellation fee.

Small-Business Customers: will pay Polaris an early cancellation fee equal to the positive difference between (A) the dollar amount Customer would have paid to Polaris for the projected amount of electricity to be consumed by you for the remainder of the current Term under this Agreement had the Customer not been cancelled early (the "Contract Price"), and (B) the dollar amount Polaris could resell to a third-party for the remaining term of the Agreement under then-current Market Price, plus any additional costs incurred by Polaris as a result of Customer's early cancellation. Customers will not be subject to an early cancellation fee if customer cancels the Agreement at any time between the date the renewal notice is issued and the expiration of the fixed rate plan Agreement.

Variable Rates: There is no early cancellation fee for variable rate plans.

9. EFFECT OF TERMINATION: If Polaris terminates this Agreement early, Customer will be returned to the LDC unless Customer selects a different third-party supplier. The effective termination date will be on the next applicable meter-read date. Polaris reserves the right to rescind Matrix-Priced contracts at any time.

10. BILLING: Customer may receive a single bill for both electric generation and delivery costs from either Polaris or the LDC, or each of the LDC and Polaris may invoice Customer separately. If your utility bills you, you will receive a single bill from your utility that will contain the LDC's charges and Polaris' charges. If Customer's LDC invoices Customer, payment is due by date outlined on Customer's invoice. If Polaris bills Customer directly, you will receive a separate bill from Polaris for generation charges and a separate bill from the LDC for its charges.

11. AGENCY: For electric customers, Customer hereby designates Polaris as agent to; (a) arrange and administer contracts and service agreements between Customer and Polaris and those entities including the PJM Regional Transmission Operator ("PJM") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Polaris as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the PJM Polaris load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

12. DELIVERY POINT, TITLE AND TAXES: Polaris will cause the energy to be delivered to the applicable utility or ISO at any point of interconnection between the applicable third-party transmission systems and those of the LDC or ISO (the "Delivery Point"), at Polaris' sole cost and expense. Customer and Polaris agree that title to, control of, and risk of loss to the electricity supplied by Polaris under this Agreement will transfer from Polaris to Customer at the Sales Point(s).

13. WARRANTY: This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Polaris. Polaris makes no representations or warranties other than those expressly set forth in this Agreement, and Polaris expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

14. FORCE MAJEURE: In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's LDC, pandemic or Polaris' transportation capacity, or Customer's LDC appropriation of electricity, etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electricity under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

15. LIABILITY: The sole remedy in any claim or suit by Customer against Polaris will be direct, actual damages limited to the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months. Customer waives all other remedies at law or in equity. IN NO EVENT WILL EITHER POLARIS OR CUSTOMER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

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- 16. MEASUREMENT:** Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the LDC.
- 17. DISPUTE RESOLUTION:** In the event of a billing dispute or a disagreement involving Polaris' service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Polaris by telephone or in writing as provided above. If after communication with Polaris, Customer is not satisfied, Customer may contact the Pennsylvania Public Utility Commission at 1.800.692.7380. Information about shopping for an electric supplier is available at www.papowerswitch.com or by calling the Pennsylvania Public Utility Commission at 1.800.692.7380. Information is available from the Pennsylvania Office of Consumer Advocate at www.oca.state.pa.us or 1.800.684.6560.
- 18. ASSIGNMENT:** Customer may not assign its interests in and obligations under this Agreement without the express written consent of Polaris. Polaris 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, or other entity as authorized by the Pennsylvania Public Utility Commission. In the event this Agreement is to be assigned to another energy supplier, or other entity, Polaris will provide advance written notice to the Customer with the new energy supplier, or other entity's name, contact information, estimated date of transfer, and confirmation that this Agreement will remain unchanged until either the Customer or new energy supplier decides to cancel or the Initial Term renews as detailed on the Contract Summary.
- 19. TELEPHONIC COMMUNICATION:** By accepting this Agreement, consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from Polaris, its affiliates and/or assigns, at the telephone number(s) you provided Polaris, its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.
- 20. INFORMATION RELEASE AUTHORIZATION:** Customer authorizes Polaris to obtain and review information regarding the Customer's credit history from credit reporting agencies, and the following information from the LDC: consumption history, billing determinant, credit information, public assistance status, existence of medical emergencies, status as to whether Buyer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods, tax status and eligibility for economic development or other incentives. This information, including Customer's personal information including name, address, telephone number will not be disclosed to a third-party unless required by law and may be used by Polaris to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer's execution of this Agreement shall constitute authorization for the release of this information to Polaris. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to Polaris at info@polarispwr.com or calling Polaris at 1.866.362.9800. Polaris reserves the right to cancel this Agreement in the event Customer rescinds the authorization.
- 21. CONTACT INFORMATION:** Customer may contact Polaris' Service Contact Center **1.866.362.9800**, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Polaris Power Services, 65 Ramapo Valley Road, Suite 103, Mahwah NJ 07430. You may also visit us online at www.polarispowerservices.com.
- Shopping for an electric supplier is available at www.PaPowerSwitch.com or other successor media platform as determined by the Commission, by calling the Commission at 1.800.692.7380 or write to Pennsylvania Public Utility Commission at: 400 North Street, Keystone Bldg., Harrisburg, PA 17120, or calling and the Office of Consumer Advocate at 1.800.684.6560 or at www.oca.state.pa.us.
- 22. EMERGENCY SERVICE:** In the event of an electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility:
- | | | | |
|------------|----------------|---------------------------------|----------------|
| Duquesne | 1.888.393.7000 | MetEd | 1.800.545.7741 |
| PECO | 1.800.494.4000 | Penelec | 1.800.545.7741 |
| Penn Power | 1.800.720.3600 | Pike County Light and Power Co. | 1.855.855.2433 |
| PPL | 1.800.DIAL.PPL | West Penn Power | 1.800.686.0021 |
- 23. CHOICE OF LAWS:** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of its conflicts of law principles.
- 24. PARTIES BOUND:** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

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25. **CONFIDENTIALITY:** Customer agrees that for so long as this Agreement remains in effect and for a period of two (2) years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Polaris.

26. **FORWARD CONTRACT:** Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Seller is not a "Utility" as defined in the Code; (d) Electric generation will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.

27. **DEFINITIONS:**

Generation Charges: 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.

Small Business Customer: Person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months.

Transmission Charges: 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.

28. **ICAP & LOAD FACTOR CHANGES:** Polaris reserves the right to reprice or rescind Matrix-Priced contracts at any time, including, but not limited to, changes in the customer's ICAP and load factor values.