



SmartEnergy Holdings LLC
400 Madison Avenue Suite 9A
New York, New York 10017
www.smartenergy.com

September 24, 2020

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

Re: SmartEnergy Holdings, LLC'S Pennsylvania Natural Gas Supplier Application

Dear Secretary Chiavetta,

SmartEnergy Holdings, LLC previously filed its Pennsylvania Natural Gas Supplier Application in Docket No. A-2020-3020776. Enclosed please find a revised version of SmartEnergy's Disclosure Statement duly approved by The Bureau of Consumer Services

If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Ann Marie Toss". The signature is fluid and cursive.

Ann Marie Toss
Chief Compliance Officer
212-779-5843

SMARTENERGY PENNSYLVANIA CONTRACT SUMMARY

Natural Gas Supplier (NGS) Information	<p>SmartEnergy Holdings, LLC 2040 Avenue C, Suite 200N, Bethlehem, PA 18017 customer.care@smartenergy.com www.smartenergy.com 1-800-443-4440</p> <p>SmartEnergy is responsible for gas commodity/supply charges.</p>
Natural Gas Price Structure	Fixed.
Natural Gas Supply Price	[\$0._____] per Ccf
Statement Regarding Savings	The supply price may not always provide savings to the Customer .
Deposit Requirements	None.
Incentives	[DESCRIBE]
Contract Start Date	This Agreement will begin on a date set by your Natural Gas Distribution Company (NGDC) which may be the first meter read after the NGDC completes your enrollment with SmartEnergy .
Contract Duration/Length	Six (6) monthly billing cycles.
Cancellation/Early Cancellation Fees	None.
End of Contract	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 written notifications, the first approximately 60 to 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.

* Please retain this document for your records. If you have any questions regarding this agreement, contact your **NGS** using the information above.

SMARTENERGY PENNSYLVANIA CONTRACT SUMMARY

Natural Gas Supplier (NGS) Information	<p>SmartEnergy Holdings, LLC 2040 Avenue C, Suite 200N, Bethlehem, PA 18017 customer.care@smartenergy.com www.smartenergy.com 1-800-443-4440</p> <p>SmartEnergy is responsible for gas commodity/supply charges.</p>
Natural Gas Price Structure	<p>Variable. Variable rates will be established monthly, may be higher or lower each month, will be set in SmartEnergy's sole discretion, and are not based on a market or index price. SmartEnergy typically considers some or all of the following factors when setting variable rates: publicly available competitor pricing; strategic business objectives; customer retention or attrition; market volatility or uncertainty; anticipated customer usage; the cost of procuring gas including wholesale prices, ancillary service costs, capacity auctions, utility fees, transmission and distribution losses and storage costs; weather, supply congestion and infrastructure issues; legal or regulatory issues; and profit margin. YOU WILL NOT RECEIVE A NOTICE OF THE UPCOMING VARIABLE RATE; UNLESS YOU CONTACT SMARTENERGY YOU WILL NOT KNOW THE RATE UNTIL THE TIME OF BILLING. To access current and future rates, contact one of our customer care representatives at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 6:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by email to customer.care@smartenergy.com. THERE IS NO LIMIT ON HOW MUCH THE PRICE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT. THE RATE CAN CHANGE EACH BILLING PERIOD.</p>
Natural Gas Supply Price	The rate for the first billing cycle is [\$0. [REDACTED]] per Ccf.
Statement Regarding Savings	The supply price may not always provide savings to the Customer .
Deposit Requirements	None.
Incentives	[DESCRIBE]
Contract Start Date	This Agreement will begin on a date set by your Natural Gas Distribution Company (NGDC) which may be the first meter read after the NGDC completes your enrollment with SmartEnergy .
Contract Duration/Length	Month-to-month.
Cancellation/Early Cancellation Fees	None.
End of Contract	The term of this agreement is month-to-month and will continue unless canceled by SmartEnergy or the Customer .

* Please retain this document for your records. If you have any questions regarding this agreement, contact your **NGS** using the information above.



SmartEnergy – Pennsylvania Disclosure Statement for Residential and Small Commercial Natural Gas Customers

1. **Agreement to Purchase Natural Gas.** SmartEnergy Holdings, LLC (“SmartEnergy”), www.smartenergy.com, is a Natural Gas Supplier, licensed by the Pennsylvania Public Utility Commission (“PUC”) to offer and supply Natural Gas services to residential and small commercial customers in the Commonwealth of Pennsylvania. SmartEnergy’s PUC license number is [A-
[REDACTED]]. Subject to acceptance by SmartEnergy and your Natural Gas Distribution Company (“NGDC”), you agree to purchase, and SmartEnergy agrees to supply, all of your Natural Gas, as delivered to you by your NGDC under the terms and conditions set forth in this document (the “Disclosure Statement”). SmartEnergy will be supplying the supply portion of your Natural Gas, and your NGDC will continue to provide the distribution services. Commodity prices and charges are set by SmartEnergy, the Natural Gas supplier you have chosen. The Public Utility Commission regulates distribution or delivery prices and services. As used herein, the words “we”, “us” and “our” refer to SmartEnergy, and the words “you” and “your” refer to the Customer.

Other defined terms:

- Commodity Charges: The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms).
- Nonbasic Charges: Depending on the product and plan that you select, you may be billed a monthly customer charge, which if applicable, will be indicated in the Welcome Letter or the Contract Summary.

2. **Agreement and Duration.** The Disclosure Statement, Enrollment Form, Internet Enrollment Form, Telephone Verification Recording, Contract Summary and Welcome Letter shall be referred to collectively as the “Agreement”. The Contract Summary specifies the product type and the

duration that applies to your Agreement with SmartEnergy. This Agreement will begin on a date set by your NGDC which may be the first meter read after the NGDC completes your enrollment with SmartEnergy and will continue for the duration as set forth at the time of enrollment and confirmed in the Contract Summary under “Contract Duration/Length” unless cancelled by you or SmartEnergy in accordance with the terms of this Agreement.

3. **Expiration/Change in Terms.** Your Agreement will continue on a month-to-month basis, unless cancelled by you or SmartEnergy in accordance with the terms of this Agreement. Whenever SmartEnergy proposes to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of the effective date of the proposed changes. These notifications will explain your options going forward.

4. **Right of Rescission.** You may rescind this Agreement at any time before midnight of the third business day after receiving this Disclosure Statement. To rescind, you may contact SmartEnergy by writing to SmartEnergy Holdings, LLC, 2040 Avenue C, Suite 200N, Bethlehem, PA 18017, or by telephone at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 6:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by email to customer.care@smartenergy.com. An Agreement for Natural Gas supply services shall not be legally binding until the rescission period has expired, and you have not, directly or indirectly, rescinded your selection of SmartEnergy.

5. **Cancellation Provisions.** Both you and SmartEnergy may cancel this Agreement in accordance with the terms provided below.

a. Relocation. You are required to provide notice to SmartEnergy if you relocate. If you relocate, a final reading will be made at your old address, and your account with both the NGDC and SmartEnergy will be cancelled. If you relocate within your NGDC’s service territory, you may be able to enter into a new Natural Gas supply agreement with SmartEnergy.

b. Cancellation by Customer. You may cancel this Agreement at any time, for any reason, without fees or penalties. To cancel, you may contact **SmartEnergy** by mail, telephone, or electronically at the contact information provided above.

c. Cancellation of Service by **SmartEnergy**. **SmartEnergy** may cancel this Agreement for an Event of Default (as defined in Section 10 below) by you, provided that **SmartEnergy** provides you with at least thirty (30) days' advance written Notice for you to cure the Event of Default before the cancellation is effective. In addition, in the event of a change in applicable law or regulation that prevents or prohibits **SmartEnergy** from performing under the terms of this Agreement, or for any other reason, **SmartEnergy** reserves the right to cancel this Agreement by following the applicable rules in providing Notice to you.

d. Effect of Cancellation. If this Agreement is cancelled, you will then receive Natural Gas from your **NGDC** or will be given the opportunity to choose a different Natural Gas supplier. You are responsible for all charges incurred through the date that makes your cancellation effective and for any fees incurred by **SmartEnergy** in collecting any unpaid amounts due.

6. Pricing.

a. You have enrolled in a variable-rate plan. The variable rate per cubic foot ("Ccf") for the first month will be as indicated in the Welcome Letter or the Contract Summary. Thereafter, the rate per Ccf will be a variable rate; variable rates may be higher or lower each month, will be set in **SmartEnergy**'s sole discretion, and are not based on a market or index price. **SmartEnergy** typically considers some or all of the following factors when setting variable rates:

- publicly available competitor pricing;
- strategic business objectives;
- customer retention or attrition;
- market volatility or uncertainty;
- anticipated customer usage;

- the cost of procuring gas including wholesale prices, ancillary service costs, capacity auctions, utility fees, transmission and distribution losses and storage costs;
- weather, supply congestion and infrastructure issues;
- legal or regulatory issues; and
- profit margin.

This list of factors is not exhaustive, and no single factor will determine the rate. Some factors may be estimated or projected, and the factors **SmartEnergy** considers may be weighed differently each month. **SmartEnergy** may spread sudden cost increases over multiple billing cycles so that its customers do not bear the burden of such increases in a single month. In addition, **SmartEnergy** seeks to acquire the majority of its anticipated natural gas supply in advance rather than from the spot market. For all of these reasons, the variable rate may not correlate with changes in wholesale market prices, with the **NGDC**'s rate or with other suppliers' rates. The variable rate will be multiplied by the amount of Natural Gas you use in the billing cycle to determine the supply portion of your bill. This price includes natural gas commodity charges, estimated Total State Taxes, but excludes applicable state and local Sales Tax. The variable rate assigned to any particular individual account may vary from the rate assigned to any other particular individual account, even though such accounts may be in the same utility rate class. **SmartEnergy**'s prices may be higher or lower than your **NGDC**'s rate in any given month. YOU WILL NOT RECEIVE A NOTICE OF THE UPCOMING VARIABLE RATE; UNLESS YOU CONTACT SMARTENERGY YOU WILL NOT KNOW THE RATE UNTIL THE TIME OF BILLING. To access current and future rates, contact one of our customer care representatives at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 6:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by email to customer.care@smartenergy.com. THERE IS NO LIMIT ON HOW MUCH THE PRICE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT. THE RATE CAN CHANGE EACH BILLING PERIOD.

b. [If you accepted an offer from **SmartEnergy** that included an incentive to enroll, such as a month of free Natural Gas or cash back, your incentive will be described in the Contract Summary or Welcome Letter (or both). You must complete the instructions and comply with the terms and conditions on the form included with your Welcome Letter to receive the incentive. You must have an active account with **SmartEnergy** when we process the form in order to be eligible. If you have questions regarding the incentive, you may call **SmartEnergy** at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 6 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T.]

c. You may contact **SmartEnergy** by telephone at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 6:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by email to customer.care@smartenergy.com or online at www.smartenergy.com to obtain the previous 24 months' average monthly billed prices for that customer's rate class and **NGDC** service territory. However, please remember that past prices do not indicate present or future prices.

7. **Billing.** You will receive a single bill from your **NGDC** monthly that will contain your **NGDC** charges and your **SmartEnergy** charges. **SmartEnergy** may offer budget billing for the supply portion of the bill if permitted by your **NGDC**. If at any time during the term of this Agreement your **NGDC** does not provide consolidated billing for your account, you will be billed by **SmartEnergy** for any charges owed to **SmartEnergy**. In that case, you will be billed separately by your **NGDC** for any taxes, distribution charges or other utility fees and charges. **SmartEnergy** will pass through to you all charges related to the collection of past due charges, including but not limited to, collection agency fees, legal and court fees and account cancellation fees.

8. **Payment.** Your payment is due by the date specified in your **NGDC** bill, and late payments will be subject to interest at 1.5% per month or the highest amount allowable under applicable law,

whichever is lower. The **NGDC** will set your payment due date and the payment address.

9. **Information Release Authorization.** You authorize **SmartEnergy** to obtain and review information from your **NGDC**, including but not limited to the following: account name, account number, billing address, service address, standard offer service type, historical and future Natural Gas usage, rate classification, and characteristics of Natural Gas service. This information may be used by **SmartEnergy** to determine whether it will commence and/or continue to provide Natural Gas to you. Such information may be disclosed to a third-party if (a) required by law; (b) such disclosure is to a third party service provider under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to us; (c) in connection with your Natural Gas supply service; and (d) to our affiliates and subcontractors for marketing purposes. Your acceptance of this Agreement is an authorization for the release of this information to **SmartEnergy**. This authorization will remain in effect during the term of this Agreement. You may rescind this authorization at any time by providing Notice thereof to **SmartEnergy** or calling 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 6:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. **SmartEnergy** reserves the right to cancel this Agreement on thirty (30) calendar days' Notice in the event you rescind such authorization.

10. **Events of Default.** An Event of Default shall mean: (i) failure to make any payment required under this Agreement when due; (ii) the failure to take Natural Gas supply when delivered under the terms of this Agreement; (iii) if you file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such petition filed against you and such petition is not withdrawn or dismissed for twenty (20) days after such filing; or (iv) you are unable to pay your debts as they are due and such inability is not cured within ten (10) days after **SmartEnergy** provides you with written Notice.

a. Remedy for Event of Default. **SmartEnergy** has the right to cancel this Agreement according to Section 5 above if an Event of Default by you occurs.

b. Collection of Past Due Charges. **SmartEnergy** will pass through to you all charges related to the collection of past due charges, including but not limited to, collection agency fees, legal and court fees and account cancellation fees.

11. **Penalties, Fees and Exceptions.** YOU WILL NOT BE SUBJECT TO ANY FEES OR PENALTIES IF YOU CANCEL THIS AGREEMENT AT ANY TIME.

12. **Legal Notice.** All legal notice to be given hereunder ("Notice") will be in writing and delivered as specified in this Agreement to both you and **SmartEnergy**, as applicable, by certified mail or email to you at your service or email address, and to **SmartEnergy** at 2040 Avenue C, Suite 200N, Bethlehem, PA 18017, or customer.care@smartenergy.com. Notice will be effective upon either confirmation of receipt by the person to whom it is addressed, or when delivery is confirmed by the carrier, whichever is earlier.

13. **Miscellaneous.**

a. Dispute Resolution. You agree to contact **SmartEnergy** by phone at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 6:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by mail addressed to **SmartEnergy Holdings, LLC**, 2040 Avenue C, Suite 200N, Bethlehem, PA 18017 or by email at customer.care@smartenergy.com regarding any dispute related to the Agreement. You should contact your **NGDC** concerning any emergency. If you are not satisfied after discussing your complaint with **SmartEnergy**, you may contact the **PUC** at 400 North Street, Harrisburg, PA 17120 or at 1-800-692-7380 (toll-free).

Contact Information

Natural Gas Supply Supplier:

SmartEnergy Holdings, LLC

2040 Avenue C, Suite 200N
Bethlehem, PA 18017

PUC license number [A-]

1-800-443-4440 (toll-free), Monday through Friday from 8:00 a.m. to 6:00 p.m. E.T.; Saturday from 9:00 a.m. to 6:00 p.m. E.T.

Website: www.smartenergy.com

Email: customer.care@smartenergy.com

Pennsylvania Public Utility Commission (PUC)

400 North Street
Harrisburg, PA 17120
1-800-692-7380

b. Assignment. You may not assign your rights or obligations under this Agreement without **SmartEnergy's** express written consent. **SmartEnergy** may sell, transfer, pledge, or assign the accounts, revenues, or proceeds due to it under this Agreement, and may also assign its interest in this Agreement to another Natural Gas supplier or other entity as permitted by law. Contract terms and conditions remain unchanged under an assignment, and you will receive prior notification of any subsequent assignment.

c. Publicity. When you provide a testimonial or win a contest, **SmartEnergy** shall be entitled to disclose and publicize your identity as a customer of **SmartEnergy** on its website and in any other marketing material.

d. Entire Agreement. This Agreement is the entire agreement between you and **SmartEnergy** and supersedes any prior written or verbal agreements. This Agreement is binding upon you and **SmartEnergy** and each of its respective successors and permitted legal assigns. This Agreement is not intended to benefit any third party.

e. Representations and Warranties, Limitation of Liability and Arbitration. The Natural Gas supplied by **SmartEnergy** under this Agreement will be purchased from a variety of sources. SMARTENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS

AGREEMENT, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. SMARTENERGY'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING TWELVE (12) MONTHS. NEITHER SMARTENERGY NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON A CLAIM RELATING TO CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, LOST PROFITS, BREACH, NON-PERFORMANCE OR ANY OTHER BASIS. YOU AND SMARTENERGY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. BOTH SMARTENERGY AND YOU AGREE NOT TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

f. Arbitration. If your complaint or dispute is not resolved through contact with our customer service department, you agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. Please visit www.smartenergy.com/resolvingdisputes for the full terms and conditions that govern your agreement to resolve any disputes arising under this Agreement through binding arbitration or small claims court.

g. Force Majeure. **SmartEnergy** will make commercially reasonable efforts to provide Natural Gas supply but does not guarantee continuous service. **SmartEnergy** is not responsible for events outside its control that may prevent **SmartEnergy** from supplying Natural Gas (collectively, "Force

Majeure Events"), including without limitation, acts of God or governmental authority, accidents, labor disputes, required maintenance, your **NGDC's** non-performance, including without limitation, an outage, or changes in laws of any governmental authority or any other cause beyond **SmartEnergy's** control. **SmartEnergy** shall not be liable to you for any interruptions caused by a Force Majeure Event.

h. Governing Law. 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.

i. Non-Waiver; Severability. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any subsequent breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

14. **Natural Gas Emergencies and Power Quality.** The **NGDC** will continue to operate the Natural Gas delivery system. You will hold **SmartEnergy** harmless in the event of a loss of power caused by any entity other than **SmartEnergy**. If you have a Natural Gas emergency, you should contact your **NGDC** at its telephone number for emergencies.

15. **Information about shopping for a Natural Gas Supplier is available from:**

Pennsylvania Public Utility Commission (PUC)
400 North Street
Harrisburg, PA 17120
1-800-692-7380
www.pagasswitch.com

Pennsylvania Office of Consumer Advocate
www.oca.state.pa.us



SmartEnergy – Pennsylvania Disclosure Statement for Residential and Small Commercial Natural Gas Customers

1. **Agreement to Purchase Natural Gas.** SmartEnergy Holdings, LLC (“SmartEnergy”), www.smartenergy.com, is a Natural Gas Supplier, licensed by the Pennsylvania Public Utility Commission (“PUC”) to offer and supply Natural Gas services to residential and small commercial customers in the Commonwealth of Pennsylvania. SmartEnergy’s PUC license number is [A-
[REDACTED]]. Subject to acceptance by SmartEnergy and your Natural Gas Distribution Company (“NGDC”), you agree to purchase, and SmartEnergy agrees to supply, all of your Natural Gas, as delivered to you by your NGDC under the terms and conditions set forth in this document (the “Disclosure Statement”). SmartEnergy will be supplying the supply portion of your Natural Gas, and your NGDC will continue to provide the distribution services. Commodity prices and charges are set by SmartEnergy, the Natural Gas supplier you have chosen. The Public Utility Commission regulates distribution or delivery prices and services. As used herein, the words “we”, “us” and “our” refer to SmartEnergy, and the words “you” and “your” refer to the Customer.

Other defined terms:

- Commodity Charges: The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms).
- Nonbasic Charges: Depending on the product and plan that you select, you may be billed a monthly customer charge, which if applicable, will be indicated in the Welcome Letter or the Contract Summary.

2. **Agreement and Duration.** The Disclosure Statement, Enrollment Form, Internet Enrollment Form, Telephone Verification Recording, Contract Summary and Welcome Letter shall be referred to collectively as the “Agreement”. The Contract Summary specifies the product type and the

duration that applies to your Agreement with SmartEnergy. This Agreement will begin on a date set by your NGDC which may be the first meter read after the NGDC completes your enrollment with SmartEnergy and will continue for the duration as set forth at the time of enrollment and confirmed in the Contract Summary under “Contract Duration/Length” unless cancelled by you or SmartEnergy in accordance with the terms of this Agreement.

3. **Expiration/Change in Terms.** If you have a fixed duration contract approaching the expiration date, or whenever SmartEnergy proposes to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 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.

4. **Right of Rescission.** You may rescind this Agreement at any time before midnight of the third business day after receiving this Disclosure Statement. To rescind, you may contact SmartEnergy by writing to SmartEnergy Holdings, LLC, 2040 Avenue C, Suite 200N, Bethlehem, PA 18017, or by telephone at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 6:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by email to customer.care@smartenergy.com. An Agreement for Natural Gas supply services shall not be legally binding until the rescission period has expired, and you have not, directly or indirectly, rescinded your selection of SmartEnergy.

5. **Cancellation Provisions.** Both you and SmartEnergy may cancel this Agreement in accordance with the terms provided below.

a. Relocation. You are required to provide notice to SmartEnergy if you relocate. If you relocate, a final reading will be made at your old address, and your account with both the NGDC and SmartEnergy will be cancelled. If you relocate within your NGDC’s service territory, you may be able to enter into a new Natural Gas supply agreement with SmartEnergy.

b. Cancellation by Customer. You may cancel this Agreement at any time, for any reason, without

fees or penalties. To cancel, you may contact **SmartEnergy** by mail, telephone, or electronically at the contact information provided above.

c. Cancellation of Service by **SmartEnergy**. **SmartEnergy** may cancel this Agreement for an Event of Default (as defined in Section 10 below) by you, provided that **SmartEnergy** provides you with at least thirty (30) days' advance written Notice for you to cure the Event of Default before the cancellation is effective. In addition, in the event of a change in applicable law or regulation that prevents or prohibits **SmartEnergy** from performing under the terms of this Agreement, or for any other reason, **SmartEnergy** reserves the right to cancel this Agreement by following the applicable rules in providing Notice to you.

d. Effect of Cancellation. If this Agreement is cancelled, you will then receive Natural Gas from your **NGDC** or will be given the opportunity to choose a different Natural Gas supplier. You are responsible for all charges incurred through the date that makes your cancellation effective and for any fees incurred by **SmartEnergy** in collecting any unpaid amounts due.

6. Pricing.

a. You have enrolled in a fixed-rate plan. The fixed rate per cubic feet ("Ccf") will be as indicated in the Welcome Letter or the Contract Summary. The fixed rate will be multiplied by the amount of Natural Gas you use in the billing cycle to determine the supply portion of your bill. This price includes natural gas commodity charges, estimated Total State Taxes, but excludes applicable state and local Sales Tax.

b. [If you accepted an offer from **SmartEnergy** that included an incentive to enroll, such as a month of free Natural Gas or cash back, your incentive will be described in the Contract Summary or Welcome Letter (or both). You must complete the instructions and comply with the terms and conditions on the form included with your Welcome Letter to receive the incentive. You must have an active account with **SmartEnergy** when we process the form in order to

be eligible. If you have questions regarding the incentive, you may call **SmartEnergy** at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 6:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T.]

c. You may contact **SmartEnergy** by telephone at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 6:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by email to customer.care@smartenergy.com or online at www.smartenergy.com to obtain the previous 24 months' average monthly billed prices for that customer's rate class and **NGDC** service territory. However, please remember that past prices do not indicate present or future prices.

7. Billing. You will receive a single bill from your **NGDC** monthly that will contain your **NGDC** charges and your **SmartEnergy** charges. **SmartEnergy** may offer budget billing for the supply portion of the bill if permitted by your **NGDC**. If at any time during the term of this Agreement your **NGDC** does not provide consolidated billing for your account, you will be billed by **SmartEnergy** for any charges owed to **SmartEnergy**. In that case, you will be billed separately by your **NGDC** for any taxes, distribution charges or other utility fees and charges. **SmartEnergy** will pass through to you all charges related to the collection of past due charges, including but not limited to, collection agency fees, legal and court fees and account cancellation fees.

8. Payment. Your payment is due by the date specified in your **NGDC** bill, and late payments will be subject to interest at 1.5% per month or the highest amount allowable under applicable law, whichever is lower. The **NGDC** will set your payment due date and the payment address.

9. Information Release Authorization. You authorize **SmartEnergy** to obtain and review information from your **NGDC**, including but not limited to the following: account name, account number, billing address, service address, standard offer service type, historical and future Natural Gas usage, rate classification, and characteristics of

Natural Gas service. This information may be used by **SmartEnergy** to determine whether it will commence and/or continue to provide Natural Gas to you. Such information may be disclosed to a third-party if (a) required by law; (b) such disclosure is to a third party service provider under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to us; (c) in connection with your Natural Gas supply service; and (d) to our affiliates and subcontractors for marketing purposes. Your acceptance of this Agreement is an authorization for the release of this information to **SmartEnergy**. This authorization will remain in effect during the term of this Agreement. You may rescind this authorization at any time by providing Notice thereof to **SmartEnergy** or calling 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 6:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. **SmartEnergy** reserves the right to cancel this Agreement on thirty (30) calendar days' Notice in the event you rescind such authorization.

10. **Events of Default.** An Event of Default shall mean: (i) failure to make any payment required under this Agreement when due; (ii) the failure to take Natural Gas supply when delivered under the terms of this Agreement; (iii) if you file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such petition filed against you and such petition is not withdrawn or dismissed for twenty (20) days after such filing; or (iv) you are unable to pay your debts as they are due and such inability is not cured within ten (10) days after **SmartEnergy** provides you with written Notice.

a. Remedy for Event of Default. SmartEnergy has the right to cancel this Agreement according to Section 5 above if an Event of Default by you occurs.

b. Collection of Past Due Charges. **SmartEnergy** will pass through to you all charges related to the collection of past due charges,

including but not limited to, collection agency fees, legal and court fees and account cancellation fees.

11. **Penalties, Fees and Exceptions.** YOU WILL NOT BE SUBJECT TO ANY FEES OR PENALTIES IF YOU CANCEL THIS AGREEMENT AT ANY TIME.

12. **Legal Notice.** All legal notice to be given hereunder ("Notice") will be in writing and delivered as specified in this Agreement to both you and **SmartEnergy**, as applicable, by certified mail or email to you at your service or email address, and to **SmartEnergy** at 2040 Avenue C, Suite 200N, Bethlehem, PA 18017, or customer.care@smartenergy.com. Notice will be effective upon either confirmation of receipt by the person to whom it is addressed, or when delivery is confirmed by the carrier, whichever is earlier.

13. **Miscellaneous.**

a. Dispute Resolution. You agree to contact **SmartEnergy** by phone at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 6:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by mail addressed to **SmartEnergy Holdings, LLC**, 2040 Avenue C, Suite 200N, Bethlehem, PA 18017 or by email at customer.care@smartenergy.com regarding any dispute related to the Agreement. You should contact your **NGDC** concerning any emergency. If you are not satisfied after discussing your complaint with **SmartEnergy**, you may contact the **PUC** at 400 North Street, Harrisburg, PA 17120 or at 1-800-692-7380 (toll-free).

Contact Information

Natural Gas Supply Supplier:

SmartEnergy Holdings, LLC

2040 Avenue C, Suite 200N

Bethlehem, PA 18017

PUC license number [A-_____]

1-800-443-4440 (toll-free), Monday through Friday from 8:00 a.m. to 6:00 p.m. E.T.; Saturday from 9:00 a.m. to 6:00 p.m. E.T.

Website: www.smartenergy.com

Email: customer.care@smartenergy.com

Pennsylvania Public Utility Commission (PUC)

400 North Street
Harrisburg, PA 17120
1-800-692-7380

b. Assignment. You may not assign your rights or obligations under this Agreement without **SmartEnergy's** express written consent. **SmartEnergy** may sell, transfer, pledge, or assign the accounts, revenues, or proceeds due to it under this Agreement, and may also assign its interest in this Agreement to another Natural Gas supplier or other entity as permitted by law. Contract terms and conditions remain unchanged under an assignment, and you will receive prior notification of any subsequent assignment.

c. Publicity. When you provide a testimonial or win a contest, **SmartEnergy** shall be entitled to disclose and publicize your identity as a customer of **SmartEnergy** on its website and in any other marketing material.

d. Entire Agreement. This Agreement is the entire agreement between you and **SmartEnergy** and supersedes any prior written or verbal agreements. This Agreement is binding upon you and **SmartEnergy** and each of its respective successors and permitted legal assigns. This Agreement is not intended to benefit any third party.

e. Representations and Warranties, Limitation of Liability and Arbitration. The Natural Gas supplied by **SmartEnergy** under this Agreement will be purchased from a variety of sources. SMARTENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. SMARTENERGY'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR

SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING TWELVE (12) MONTHS. NEITHER SMARTENERGY NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON A CLAIM RELATING TO CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, LOST PROFITS, BREACH, NON-PERFORMANCE OR ANY OTHER BASIS. YOU AND SMARTENERGY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. BOTH SMARTENERGY AND YOU AGREE NOT TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

f. Arbitration. If your complaint or dispute is not resolved through contact with our customer service department, you agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. Please visit www.smartenergy.com/resolvingdisputes for the full terms and conditions that govern your agreement to resolve any disputes arising under this Agreement through binding arbitration or small claims court.

g. Force Majeure. **SmartEnergy** will make commercially reasonable efforts to provide Natural Gas supply but does not guarantee continuous service. **SmartEnergy** is not responsible for events outside its control that may prevent **SmartEnergy** from supplying Natural Gas (collectively, "Force Majeure Events"), including without limitation, acts of God or governmental authority, accidents, labor disputes, required maintenance, your **NGDC's** non-performance, including without limitation, an outage, or changes in laws of any governmental authority or any other cause beyond **SmartEnergy's** control. **SmartEnergy** shall not be liable to you for any interruptions caused by a Force Majeure Event.

h. Governing Law. 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.

i. Non-Waiver; Severability. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any subsequent breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

14. **Natural Gas Emergencies and Power Quality.** The **NGDC** will continue to operate the Natural Gas delivery system. You will hold **SmartEnergy** harmless in the event of a loss of power caused by any entity other than **SmartEnergy**. If you have a Natural Gas emergency, you should contact your **NGDC** at its telephone number for emergencies.

15. **Information about shopping for a Natural Gas Supplier is available from:**

Pennsylvania Public Utility Commission (PUC)
400 North Street
Harrisburg, PA 17120
1-800-692-7380
www.pagasswitch.com

Pennsylvania Office of Consumer Advocate
www.oca.state.pa.us