

**Current Energy and Renewables Inc  
Terms of Service/Fixed Price Electricity  
Supply Disclosure Statement**

This is an agreement between Current Energy and Renewables Inc (“Current”), an independent energy supplier, and the undersigned customer (“Customer”) under which Customer shall obtain electric generation supply service and begin enrollment with Current (the “Agreement”).

**Background**

Current is licensed by the Pennsylvania Public Utility Commission (“PA PUC”) to offer and supply electricity generation services in Pennsylvania. Our PA PUC license number for electricity generation supply  
XXXXXXX.

Your electricity generation prices and charges will be set by Current. The Federal Energy Regulatory Commission regulates electricity transmission prices and services. The Public Utility Commission regulates electricity distribution prices and services.

You will receive a single bill from your Electric Distribution Company (EDC) that will contain the EDC’s charges and Current’s charges for electricity supply. Your EDC will continue to provide all emergency repairs and services. Current is not affiliated with and does not represent your EDC.

**Right of Rescission** - You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. You can contact us by phone, in writing or electronically (if available) to cancel this agreement. See Section 10 for how to contact us.

**Definitions**

**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 Current.

## Terms of Service

### 1. (a) Basic Service Prices

#### **FIXED PRICE:**

The price that you will pay per kWh for electricity generation supply is set forth on your Contract Summary. Your Current price may be higher or lower than the EDC's price in any particular month, and there is no guarantee of savings. Price refers to the price per kWh, listed on the Pricing Attachment, of electric energy consumed within a Billing Cycle as determined by the EDC. This price is made up of all non-utility charges which may include, if applicable: energy, ancillary services, Renewable Portfolio Standards, capacity, congestion, losses, applicable network integrated transmission charges, PJM charges, administrative and intermediary fees, and Commercial Activity Tax ("CAT"). Current's Price does not include any state and local taxes or transmission and distribution services provided by the EDC.

#### **VARIABLE PRICE:**

The price that you will pay per kWh for electricity generation supply may vary from month-to-month based on the following factors: Current's actual and estimated costs of obtaining wholesale electricity supply from PJM Interconnection or any other sources, including but not limited to prior period adjustments, capacity, inventory and balancing costs, transportation and transmission costs incurred by Current, line losses, the costs of acquiring renewable energy and zero emissions credits, utility fees, and other market and business related factors such as administrative costs, expenses, and margins. There is no limit on the amount that your price can decrease or increase from month-to-month. Your Current price may be higher or lower than the EDC's price in any particular month, and there is no maximum price. Customers will know the price per unit for electricity at the time of billing. This price will include the market-based cost for energy as reasonably determined by Current, plus all other taxes, costs, charges, and fees listed in the Price section of this Agreement.

Customers can call Current at 1-800-975-7202 or email us at [notices@cpg-energy.com](mailto:notices@cpg-energy.com) for current variable pricing and the previous 24 months' average billed historical prices (or as many months of data as is available to date, up to 24 months). Please note that historical prices are not indicative of present or future pricing. There is no early termination fee for this Agreement.

**(b) Non-basic Service Prices** – Current Energy and Renewables Inc is not offering any non-basic services at this point.

## **2. Duration of Agreement**

Fixed Duration Agreement – This Agreement shall begin on the date set by your electric distribution company (EDC) and shall continue until the conclusion of the Initial Term (defined in your Contract Summary).

Month-to-Month Agreement – This Agreement shall begin on the date set by your electric distribution company (EDC) and shall continue on a month-to-month basis until cancelled by either party.

## **3. Special Terms and Conditions -**

There are no special terms or conditions at this time. There are no incentives or any other promotions at this time.

## **4. Deposit Requirements**

Current does not require deposits.

## **5. Penalties, Fees and Exceptions**

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, the early cancellation fee is one hundred forty-nine dollars if the remaining term is twelve months or less, and two hundred forty-nine dollars if the remaining term exceeds twelve months. Small Business Customers, the early cancellation fee is two hundred ninety-eight dollars if the remaining term is twelve months or less, and four hundred ninety-eight dollars if the remaining term exceeds twelve months.

The customer will not be subject to a penalty or fee if the customer cancels the contract at any time between the date the options notice is issued and the expiration of the contract.

## **6. Cancellation Provisions**

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. See Section 7 for an explanation of the notices you will receive prior to cancellation.

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-Initiated Cancellation – You can cancel this agreement at any time by calling us or using our website. Please see the contact information in Section 11 for our contact information.

Customer Move – If the customer moves from the address listed above to another utility service territory, this agreement is cancelled.

## **7. Renewal Provision/Agreement Expiration/Change in Terms**

If you have a fixed duration contract that will be ending, or whenever Current Energy and Renewables Inc 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, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options. You will not be subject to a penalty or fee if you cancel the Agreement at any time between the date the options notice is issued and the expiration of the Agreement.

For Customers on variable rate plans, whenever Current wants to change the terms of this Contract, you will receive two (2) advance written notices from us, the first between forty-five (45) and sixty (60) days prior to the expiration of the initial Contract term (“Initial Term”), and the second at least thirty (30) days prior to the expiration of the Initial Term. We will explain your options in these notices.

## **8. Contract Assignment**

Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Current, which consent shall not be unreasonably withheld. Current may, without consent of Customer, assign this Agreement to any affiliate or to any party succeeding to substantial portion of the assets of Current, or assign, pledge or otherwise collaterally assign its rights under this Agreement to another energy supplier authorized by the PA PUC.

If the contract is assignable, Current shall inform the Customer of this and prior to any contract assignment, Current will provide notice to the Customer with the name of the new EGS, the contact information for the new EGS, and the estimated month and year that the assignment is expected to occur. Contract terms and conditions will remain unchanged.

## **9. Consent to Obtain Customer Information**

By executing this Agreement, Current will be provided certain information about you by the EDC, including but not limited to, account numbers, service addresses, telephone numbers, meter read data, and other usage information.

Current Energy and Renewables Inc. will maintain the confidentiality of the customer's personal information including name, address, phone number, usage, and payment history as required by applicable PUC regulations and Federal and State law. Current Energy and Renewables Inc. will not release the customer's private confidential information to a third party without the customer's express consent. This Authorization will remain in effect while Customer is receiving service from Current. Customer may rescind this Authorization at any time by providing written notice to Current, however Current reserves the right to cancel this Agreement should Authorization be rescinded prior to the end of the Initial Term.

## 10. Dispute Procedures

Contact us with any questions concerning our terms of service. Customer may contact Current Energy and Renewables Inc with any questions or concerns regarding this Agreement or services provided by Current. Current will make good faith efforts to address concerns in a timely, reasonable manner. If you have a complaint that is not resolved after you have called Current Energy and Renewables Inc and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Pennsylvania (PA PUC) for assistance at 1-800-692-7380 (toll free) from 8:00 am – 5:00 pm EST weekdays, via writing to 400 North Street, Keystone Building, Harrisburg, PA 17120, or by visiting <http://www.puc.pa.gov>. Hearing or speech impaired customers may contact the PAPUC via 7-1-1 (PA Relay Service). Information about shopping for an electric supplier is available at [www.papowerswitch.com](http://www.papowerswitch.com) or by calling the Pennsylvania Public Utility Commission at (800) 692-7380. Information is available from the Pennsylvania Office of Consumer Advocate at [www.oca.state.pa.us](http://www.oca.state.pa.us) or (800) 684-6560.

## 11. Contact Information

Customer may contact Current via the methods listed below:

Current Energy and Renewables Inc  
PA PUC License Number: **xxxxxx**

- Current Energy and Renewables Inc  
Attention: Operations  
8899 E Surrey Ave  
Scottsdale, AZ 85260
- Phone: 800-975-7202 (toll free)  
Monday – Friday, 8:00 am – 5:00 pm EST
- Email: [notices@cpg-energy.com](mailto:notices@cpg-energy.com)

- Website: [cpg-energy.com](http://cpg-energy.com)

## **12. Emergency Service**

The EDC will continue to respond to emergencies. In the event of a service interruption or other emergency, Customer should immediately call the EDC.

## **13. Force Majeure**

Force Majeure shall mean an event that is beyond the reasonable control either party. If either Customer or Current is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as feasible after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require Current to deliver, or Customer to receive, electric energy at locations other than those Facility(ies) disclosed in the Pricing Attachment. The ability for Customer to purchase the products and services hereunder for a price less than the Agreement Price shall not constitute an Event of Force Majeure. Similarly, the ability for Current to supply electricity at a Price greater than the Agreement Price shall not constitute an Event of Force Majeure.

## **14. Regulatory Event**

If there is a change in law, administrative regulation, rule, ISO design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes Current to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Current shall be permitted to either pass through the economic effects of such Regulatory Event to you to be paid by Customer in addition to Price, or cancel this Agreement by providing you with thirty (30) days' notice. For the avoidance of doubt, an increase in the rate for Network Integration Transmission Service by the ISO as approved by the FERC shall be a Regulatory Event.

## **15. Limitation of Liability & Disclaimer of Warranties**

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND

EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, CURRENT EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD CURRENT SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

## **16. Governing Law**

This Agreement and all claims arising out of or relating to its subject matter shall be exclusively governed by and construed under the internal laws of the State of Pennsylvania without regard to principles of conflict laws.

## **17. Taxes**

Taxes shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by any Governmental Authority. Customer will be responsible for, pay, and indemnify Current for all Taxes hereunder, whether imposed on Customer or Current. Current may collect such Taxes from Customer by increasing Current charges for the amount of such Taxes. Customer will be provided with 30 days advance written notice should this event occur.

## **18. Representations & No Waiver**

Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) Customer intends to operate the business in substantially the same manner as you have in the previous 12 months and your usage during the previous 12 month period reasonably reflects anticipated consumption for the Initial Term of this Agreement; (c) it has not filed, does not plan to file or had any Bankruptcy proceeding filed against it; (d) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is the end-user for all electricity purchased under this Agreement and it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. You further represent and warrant that (a) any transactions entered into by you related to this Agreement are understood by you and made at Customer's sole election in the exercise of independent judgment and Customer assumes any risk associated with them; (b) that if at any time during the term of this Agreement Customer does not qualify as a Small Commercial Customer, then Customer hereby acknowledges and agrees to waive the rights, if any, under all applicable provisions of the PA PUC customer protection rules applicable to providers regarding the provision of electricity service to Small Commercial Customers.

#### **19. Other Disclosures**

Current's Environmental Disclosure label can be found on Current's website, and is incorporated into, and made a part of, this Agreement.

## Electric Generation Supplier Contract Summary

Electric Generation Supplier Information	Current Energy and Renewables Inc, 8899 E Surrey Ave, Scottsdale, AZ 85260. PA PUC License No.: <b>XXXXXX</b> 1-800-975-7202, email <a href="mailto:notices@cpg-energy.com">notices@cpg-energy.com</a> Website <a href="https://www.cpg-energy.com/">https://www.cpg-energy.com/</a>
Price Structure	This is a Fixed Price Contract.
Generation/Supply Price	\$ <b>XX.XX</b> /kWh during the initial term
Statement Regarding Savings	Current Energy and Renewable's price for electricity may be higher or lower than the EDC's price in any given month, and there is no guarantee of savings.
Deposit Requirements	Current does not require deposits.
Incentives	To be Determined – This box will be removed if no incentives are offered
Contract Start Date	This agreement will begin on the date set by the EDC
Contract Duration/Length	<b>XX</b> Months
Cancellation/Early Termination Fees	Yes. 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, the early cancellation fee is one hundred forty-nine dollars if the remaining term is twelve months or less, and two hundred forty-nine dollars if the remaining term exceeds twelve months. Small Business Customers, the early cancellation fee is two hundred ninety-eight dollars if the remaining term is twelve months or less, and four hundred ninety-eight dollars if the remaining term exceeds twelve months.
End of 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, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.
Right of Rescission:	You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. You can contact us by phone, in writing or electronically (if available) to cancel this agreement. See Section 11 for how to contact us.

## Electric Generation Supplier Contract Summary

Electric Generation Supplier Information	Current Energy and Renewables Inc, 8899 E Surrey Ave, Scottsdale, AZ 85260. PA PUC License No.: <b>XXXXXX</b> 1-800-975-7202, email <a href="mailto:notices@cpg-energy.com">notices@cpg-energy.com</a> Website <a href="https://www.cpg-energy.com/">https://www.cpg-energy.com/</a>
Price Structure	This is a Variable Price Contract. The price that you will pay per kWh for electricity generation supply may vary from month-to-month based on the following factors: Current's actual and estimated costs of obtaining wholesale electricity supply from PJM Interconnection or any other sources, including but not limited to prior period adjustments, capacity, inventory and balancing costs, transportation and transmission costs incurred by Current, line losses, the costs of acquiring renewable energy and zero emissions credits, utility fees, and other market and business related factors such as administrative costs, expenses, and margins. There is no limit on the amount that your price can decrease or increase from month-to-month. Your Current price may be higher or lower than the EDC's price in any particular month, and there is no maximum price. Customers will know the price per unit for electricity at the time of billing. This price will include the market-based cost for energy as reasonably determined by Current, plus all other taxes, costs, charges, and fees listed in the Price section of this Agreement.
Generation/Supply Price	Your first month's price with Current will be [\$/kWh]. Thereafter, your price will vary month-to-month based on the factors described above.
Statement Regarding Savings	Current Energy and Renewable's price for electricity may be higher or lower than the EDC's price in any given month, and there is no guarantee of
Deposit Requirements	Current does not require deposits.
Incentives	To be Determined – This box will be removed if no incentives are offered
Contract Start Date	This agreement will begin on the date set by the EDC
Contract Duration/Length	Month-to-Month until cancelled by either party.
Cancellation/Early Termination Fees	There is no early termination fee for this Agreement.
End of Contract	Whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 45 to 60 days in advance and the second 30 days in advance of the effective date of the proposed changes. These notifications will explain your options going forward.
Right of Rescission:	You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. You can contact us by phone, in writing or electronically (if available) to cancel this agreement. See Section 11 for how to contact us.