



December 23, 2024

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

Re: Digital Power USA, Inc.  
Application For Electric Generation Supplier License

Dear Secretary Chiavetta:

Attached for filing is the application of Digital Power USA, Inc. for an Electric Generation Supplier License.

The following information will be sent via overnight mail:

Appendix I - Tax Certification Statement (Confidential)  
Attachment C - Financial Information (Confidential)  
Filing fee  
Original bond

If you have any questions regarding the attached, please contact me.

Thank you,

A handwritten signature in black ink, appearing to read "Krista M. Glentzer". The signature is fluid and cursive.

Krista Glentzer  
Regulatory Manager

cc: Hana Muriel Schliachter Setteboun - Digital Power USA, Inc.

## BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Digital Power USA, Inc., d/b/a \_\_\_\_\_, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) supplier to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

### 1. IDENTIFICATION AND CONTACT INFORMATION

- a. **IDENTITY OF THE APPLICANT:** Provide name (*including any fictitious name or d/b/a*), primary address, web address, and telephone number of Applicant:

Digital Power USA, Inc.  
1178 Broadway, 3<sup>rd</sup> floor #3379  
New York, NY 10001  
646-969-7003

- b. **PENNSYLVANIA ADDRESS / REGISTERED AGENT:** If the Applicant maintains a primary address outside of Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's secondary office within Pennsylvania. If the Applicant does not maintain a physical location within Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's Registered Agent within Pennsylvania.

Cogency Global Inc.  
600 North Second Street  
Harrisburg, PA 17101  
800-494-5225

- c. **REGULATORY CONTACT:** Provide the name, title, address, telephone number, fax number, and e-mail address of the person to whom questions about this Application and future inquiries should be addressed.

**NOTE:** To ensure timely receipt of regulatory information, a contact employed directly by the Applicant, and not a consultant, is preferred.

Hana Muriel Schliachter Setteboun  
President  
1178 Broadway, 3<sup>rd</sup> floor #3379  
New York, NY 10001  
972-502-9362  
[muriel@dgtlpower.com](mailto:muriel@dgtlpower.com)

- d. **ATTORNEY:** Provide the name, address, telephone number, fax number, and e-mail address of the Applicant's attorney. If the Applicant is not using an attorney, explicitly state so.

Digital Power USA, Inc. is not using an attorney.

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS: (Required of ALL Applicants)** Provide the name, title, address, telephone number, FAX number, and e-mail **OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED)** responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Electric Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed EGSs.

Hana Muriel Schliachter Setteboun  
President  
1178 Broadway, 3<sup>rd</sup> floor #3379  
New York, NY 10001  
972-502-9362  
[muriel@dgtlpower.com](mailto:muriel@dgtlpower.com)

Noam Guzman  
Director  
1178 Broadway, 3<sup>rd</sup> floor #3379  
New York, NY 10001  
646-969-7003  
[noam@dgtlpower.com](mailto:noam@dgtlpower.com)

## 2. **BUSINESS ENTITY FILINGS AND REGISTRATION**

- a. **FICTITIOUS NAME:** *(Select appropriate statement and provide supporting documentation as listed.)*

The Applicant will be using a fictitious name or doing business as ("d/b/a")

Provide a copy of the Applicant's filing with Pennsylvania's Department of State pursuant to 54 Pa.C.S. § 311, Form DSCB: 54-311.

**OR**

The Applicant will not be using a fictitious name.

- b. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**  
*(Select appropriate statement and provide supporting documentation. As well, understand that Domestic means being formed within Pennsylvania and foreign means being formed outside Pennsylvania.)*

The Applicant is a sole proprietor.

- If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa.C.S. § 412 relating to Department of State filing requirements.

**OR**

The Applicant is a:

- domestic general partnership (\*)
- domestic limited partnership (15 Pa.C.S. § 8621)
- foreign general or limited partnership (15 Pa.C.S. §§ 411 and 412)
- domestic limited liability partnership (15 Pa.C.S. §§ 8201 and 8221)
- foreign limited liability general partnership (15 Pa.C.S. §§ 411 and 412)
- foreign limited liability limited partnership (15 Pa.C.S. §§ 411 and 412)

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.
- Provide the state in which the business is organized/formed and provide a copy of the Applicant's charter documentation.
- \* If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa.C.S. §§ 411 and 412.

**OR**

The Applicant is a:

- domestic corporation (15 Pa.C.S. § 1308)
- foreign corporation (15 Pa.C.S. §§ 411 and 412)
- domestic limited liability company (15 Pa.C.S. § 8821)
- foreign limited liability company (15 Pa.C.S. §§ 411 and 412)
- Other (Describe):

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above. **See Attachment A**
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation. **See Attachment B**
- Give name and address of officers.

Hana Muriel Schliachter Setteboun  
 President  
 1178 Broadway, 3<sup>rd</sup> floor #3379  
 New York, NY 10001

Noam Guzman  
 Director  
 1178 Broadway, 3<sup>rd</sup> floor #3379  
 New York, NY 10001

### **3. AFFILIATES AND PREDECESSORS**

*(both in state and out of state)*

- a. AFFILIATES:** Give name and address of any affiliates currently doing business and state whether the affiliates are jurisdictional public utilities. If the Applicant does not have any affiliates doing business, explicitly state so. Also, state whether the applicant has any affiliates that are currently applying to do business in Pennsylvania.

Digital Power USA, Inc. does not have any affiliates currently doing business in Pennsylvania or any affiliates currently applying to do business in Pennsylvania.

- b. PREDECESSORS:** Identify any predecessors of the Applicant and provide the names under which the Applicant has operated, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

Digital Power USA, Inc. does not have any predecessors that have done business in Pennsylvania.

- c. RELATED DOCKET NUMBERS:** Provide the Docket Numbers for any previous Pennsylvania PUC licenses for the Applicant, all affiliates, and any predecessors. If the Applicant does not have any related Docket Numbers, explicitly state so.

Digital Power USA, Inc. does not have any related docket numbers.

## 4. OPERATIONS

- a. APPLICANT'S PRESENT OPERATIONS:** *(select and complete the appropriate statement)*

### Definitions

- Supplier – an entity that sells electricity to end-use customers utilizing the jurisdictional transmission and distribution facilities of an EDC.
- Aggregator - an entity that purchases electric energy and takes title to electric energy as an intermediary for sale to retail customers.
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of electric energy but does not take title to electric energy.

- The Applicant is presently doing business in Pennsylvania as a

- municipal electric corporation
- electric cooperative
- local gas distribution company
- provider of electric generation, transmission or distribution services
- broker/marketer engaged in the business of supplying electricity services
- Other; Identify the nature of service being rendered.

**OR**

- The Applicant is not presently doing business in Pennsylvania.

- b. APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a *(may check multiple)*:

- Supplier of electricity
- Aggregator engaged in the business of supplying electricity
- Broker/Marketer engaged in the business of supplying electricity services
  - Check here to verify that your organization will not be taking title to the electricity nor will

you be making payments for customers.

- Electric Cooperative and supplier of electric power
- Other (Describe):

c. **PROPOSED SERVICES:** Describe in detail the electric services or the electric generation services which the Applicant proposes to offer.

Digital Power primarily intends to provide energy services based upon a **fixed** or **firm** price per unit, a **variable** price per unit, or a combination where the price is fixed for a set period of time and then changes to a variable price type product.

Fixed or firm pricing refers to a set price per unit that will be charged over a set period as defined by the contract. A fixed price is the assurance the commercial customer's price will not change during the period indicated regardless of fluctuations in market pricing.

A Variable price is any price that is not "fixed" as that term is described above. Variable pricing allows the price the commercial customer pays per unit to rise or fall on a periodic basis as the wholesale cost of the commodity changes.

Digital Power may also eventually offer demand response, energy efficiency, clean energy and battery storage products to its commercial customers.

d. **PROPOSED SERVICE AREA:** Check the box of each Electric Distribution Company for which the Applicant proposes to provide service.

- |   |   |
|---|---|
| <input type="checkbox"/> Citizens' Electric | <input type="checkbox"/> Pike                                 |
| <input type="checkbox"/> Duquesne Light     | <input type="checkbox"/> PPL                                  |
| <input type="checkbox"/> Met-Ed             | <input type="checkbox"/> UGI Utilities                        |
| <input type="checkbox"/> PECO               | <input type="checkbox"/> Wellsboro                            |
| <input type="checkbox"/> Penelec            | <input type="checkbox"/> West Penn                            |
| <input type="checkbox"/> Penn Power         |   |
|   | <input checked="" type="checkbox"/> Entire Commonwealth of PA |

e. **CUSTOMERS:** Applicant proposes to provide services to:

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- Large Commercial Customers - (Over 25 kW)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):
- Residential and Small Commercial Customers in a Mixed Meter Capacity -

This customer class reflects situations in which a large commercial, industrial, and/or governmental customer account also contains features of residential and/or small commercial customers. In this instance, the residential and/or small commercial portion must be an incidental portion of the larger account. **This customer class alone does not allow marketing targeted directly to residential and/or small commercial customers.** Further information may be found in the Requirements Applicable to Mixed Meter Scenarios Secretarial Letter served March 25, 2011, at Docket No. M-2009-2082042.

- f. **START DATE:** Provide the approximate date the Applicant proposes to actively market within the Commonwealth.

Digital Power USA, Inc. proposed to actively market within the Commonwealth upon Commission approval of this application.

## 5. COMPLIANCE

- a. **CRIMINAL/CIVIL PROCEEDINGS:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, has been or is currently the defendant of a criminal or civil proceeding within the last five (5) years.

Identify all such proceedings (active or closed), by name, subject and citation; whether before an administrative body or in a judicial forum. If the Applicant has no proceedings to list, explicitly state such.

Neither Digital Power USA, Inc., nor any affiliate or predecessor, nor any person identified in this application, has been or is currently the defendant of a criminal or civil proceeding within the last five (5) years.

- b. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints, in the Commonwealth of Pennsylvania or any state, filed with or by a customer, regulatory agency, or prosecutory agency against the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, for the prior five (5) years, including but not limited to customers, Utility Commissions, and Consumer Protection Agencies such as the Offices of Attorney General. **Applicant should also include if it had a Pennsylvania PUC EGS or NGS license previously cancelled by the Commission.** If the Applicant has no actions or complaints to list, explicitly state such.

Digital Power USA, Inc. has not actions or complaints to list.

- c. **SUMMARY:** Provide a statement as to the resolution or present status of any proceedings or actions listed above. Additionally, provide details of any actions the applicant has undertaken that will prevent the items listed above from occurring if licensed in Pennsylvania.

Not applicable

## 6. PROOF OF SERVICE

***Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.***  
*(Example Certificate of Service is attached at Appendix C)*

- a. **STATUTORY AGENCIES:** Pursuant to Sections 1.57, 1.58, and 54.32(d) of the Commission's Regulations, 52 Pa. Code §§ 1.57, 1.58, and 54.32(d), provide proof of service of a signed and verified Application with attachments on the following:

Bureau of Investigation & Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2 West  
Harrisburg, PA 17120

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, PA 17120

Office of Consumer Advocate  
 5th Floor, Forum Place  
 555 Walnut Street  
 Harrisburg, PA 17120

Department of Revenue  
 Bureau of Compliance  
 PO Box 281230  
 Harrisburg, PA 17128-1230

Office of Small Business Advocate  
 Forum Place  
 555 Walnut Street, 1st Floor  
 Harrisburg, PA 17101

- b. EDCs:** Pursuant to Sections 1.57, 1.58, and 54.32(d) of the Commission’s Regulations, 52 Pa. Code §§ 1.57, 1.58, and 54.32(d), provide Proof of Service of the Application and attachments upon each Electric Distribution Company the Applicant proposes to provide service in. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission’s Regulations, 52 Pa. Code § 5.14. Contact information for each EDC is as follows.

<p><b>Citizens’ Electric Company:</b>          Citizens' Electric Company          Attn: EGS Coordination          1775 Industrial Boulevard          Lewisburg, PA 17837</p>	<p><b>Duquesne Light Company:</b>          Regulatory Affairs          Duquesne Light Company          411 Seventh Street, MD 16-4          Pittsburgh, PA 15219</p>
<p><b>Met-Ed, Penelec, and Penn Power:</b>          Legal Department          First Energy          2800 Pottsville Pike          Reading PA, 19612</p>	<p><b>PECO:</b>          Manager Energy Acquisition          PECO Energy Company          2301 Market Street          Philadelphia, PA 19101-8699</p>
<p><b>Pike County Light &amp; Power Company:</b>          Vice President – Energy Supply          Corning Natural Gas Holding Corporation          330 West William Street          Corning, NY 14830</p>	<p><b>PPL:</b>          Office of General Counsel          Attn: Kimberly A. Klock          PPL          Two North Ninth Street (GENTW3)          Allentown, PA 18101-1179</p>
<p><b>UGI:</b>          UGI Utilities, Inc.          Attn: Rates Dept. – Choice Coordinator          1 UGI Drive          Denver, PA 17517</p>	<p><b>Wellsboro Electric Company:</b>          Wellsboro Electric Company          Attn: EGS Coordination          33 Austin Street          P. O. Box 138          Wellsboro, PA 16901</p>
<p><b>West Penn Power:</b>          Legal Department          West Penn Power d/b/a Allegheny Power          800 Cabin Hill Drive          Greensburg, PA 15601-1689</p>	



## 7. FINANCIAL FITNESS

a. **FINANCIAL SECURITY:** In accordance with 66 Pa.C.S. § 2809(c)(1)(i) and 52 Pa. Code § 54.40(a), the Applicant is required to file a bond or other instrument to ensure its financial responsibilities and obligations as an EGS. Therefore, the Applicant is...

- Furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000.
- Furnishing the **ORIGINAL** of another initial security for Commission approval, to ensure financial responsibility, such as a parental guarantee, in the amount of \$250,000.
- For Marketers and Brokers** - Filing for a modification to the \$250,000 requirement and furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$10,000. Applicant is required to provide information supporting an amount less than \$250,000. Such supporting information must include indication that the Applicant will not take title to electricity and will not pay electricity bills on behalf of its customers. Further details for modification may be described as well.

### **CRITICAL BONDING NOTES:**

Applicant is required to maintain a bond or other financial instrument the entire time it maintains an EGS license with the Commonwealth of Pennsylvania. If Applicant's security instrument is not continuous, Applicant **MUST** submit a Rider, Amendment, or Continuation Certificate annually based on the expiration date of its security instrument.

At least sixty days (60) prior to the security instrument's expiration date, EGS suppliers should email [pc-puc-tus-energy@pagov.onmicrosoft.com](mailto:pc-puc-tus-energy@pagov.onmicrosoft.com) or call (717)783-5242 to determine the appropriate bonding amount based on a percentage of suppliers gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. Once the amount has been determined, suppliers should overnight the updated security instrument(s) at least thirty (30) days prior to the expiration date to ensure adequate time for staff review and approval of the security instrument(s).

Template versions of a continuous bond (preferred), fixed-term bond, continuous letter of credit, and parental guarantee are attached at Appendix E, F, G, & H, respectively. Applicant's security must follow language from these examples, and must include the unmodified language outlined in Appendix D. Any deviation from these examples must be identified in the application and may not be acceptable to the Commission.

**b. FINANCIAL RECORDS, STATEMENTS, AND RATINGS:** Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following: **See Attachment C**

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K) (SEC/EDGAR web addresses are sufficient)
- Applicant's accounting statements, including balance sheet and income statements for the past two years.
- Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports.
- A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
- Audited financial statements exhibiting accounts over a minimum two-year period.
- Bank account statements (3-12 recent consecutive months), tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

**c. SUPPLIER FUNDING METHOD:** If Applicant is operating as anything other than **Broker/Marketer only**, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.

At the beginning: Funding will come from shareholders.

The company has a credit line of \$2M from the mother company, HQ Digital Power, that can be withdrawn by the Company, at any time, to start its operation in PA.

After a while, funding will come from the operation itself.

**d. BROKER PAYMENT STRUCTURE:** If applicant is a broker/marketer, explain how your organization will be collecting your fees.

Not applicable to Digital Power USA, Inc.

**e. ACCOUNTING RECORDS CUSTODIAN:** Provide the name, title, address, telephone number, FAX number, and e-mail address of Applicant's custodian for its accounting records.

Hana Muriel Schliachter Setteboun  
President  
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New York, NY 10001  
972-502-9362  
[muriel@dgtlpower.com](mailto:muriel@dgtlpower.com)

**f. TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix I to this application.

All sections of the Tax Certification Statement must be completed. Submitting N/A on either the Sales Tax License Number or the Employer ID Number (items 7A and 7B) shall be accompanied by supporting documentation or an explanation validating the absence of such information.

Item 7A on the Tax Certification Statement is designated by the Pennsylvania Department of Revenue. Item 7B on the Tax Certification Statement is designated by the Internal Revenue Service.

## 8. TECHNICAL FITNESS:

To ensure that the present quality and availability of service provided by electric utilities does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided.

**a. EXPERIENCE, PLAN, STRUCTURE:** such information may include: **See Attachment D**

- Applicant's previous experience in the electricity industry.
- Summary and proof of licenses as a supplier of electric services in other states or jurisdictions.
- Type of customers and number of customers Applicant currently serves in other jurisdictions.
- Staffing structure and numbers as well as employee training commitments.
- Business plans for operations within the Commonwealth.
- Documentation of membership in PJM, ECAR, MAAC, other regional reliability councils, or any other membership or certification that is deemed appropriate to justify competency to operate as an EGS within the Commonwealth.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

**b. PROPOSED MARKETING METHOD** (*check all that apply*)

- Internal – Applicant will use its own internal resources/employees for marketing
- External EGS – Applicant will contract with a PUC **LICENSED EGS** broker/marketer
- Affiliate – Applicant will use a **NON-EGS** affiliate marketing company and or individuals.
- External Third-Party – Applicant will contract with a **NON-EGS** third party marketing company and or individuals
- Other (Describe):

Digital Power does not employ standard marketing. Digital Power markets through the existing network of key personnel in the company, with businesses and big portfolios.

**c. DOOR TO DOOR SALES:** Will the Applicant be implementing door to door sales activities?

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- No

If yes, describe the Applicant's verification procedures.

d. **OVERSIGHT OF MARKETING:** Explain all methods Applicant will use to ensure all marketing is performed in an ethical manner, for both employees and subcontractors. **See Attachment F**

e. **OFFICERS:** Identify Applicant's chief officers, and include the professional resumes for any officers directly responsible for operations. All resumes should include date ranges and job descriptions containing actual work experience. **See Attachment E**

f. **FERC FILING:** Applicant has:

- Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.
- Received approval from FERC to be a Power Marketer at Docket or Case Number ER23-1897-000.
- Not applicable

## 9. DISCLOSURE STATEMENTS:

**Disclosure Statements:** If proposing to serve Residential and/or Small Commercial (under 25 kW) Customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix J to this Application.

- Electricity should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

***Not applicable for an applicant applying for a license exclusively as a broker/marketer.***

## 10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. **PJM LOAD SERVING ENTITY REQUIREMENT:** As a prospective EGS, the applicant understands that those EGSs which provide retail electric supply service (i.e. takes title to electricity) must provide either:
- proof of registration as a PJM Load Serving Entity (LSE), or
  - proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

The Applicant understands that compliance with this requirement must be filed within 120 days of the Applicant receiving a license. As well, the Applicant understands that compliance with this requirement may be filed with this instant application.

*(Select only one of the following)*

- AGREED - Applicant has included compliance with this requirement in the instant application, labeled in correspondence with this section (10).
- AGREED - Applicant will provide compliance with this requirement within 120 days of receiving its license
- ACKNOWLEDGED - Applicant is not proposing to provide retail electric supply service at this time, and therefore is not presently obligated to provide such information

- b. **STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 54.43, as well as any future amendments.

- AGREED

- c. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission or the Department of Revenue, as appropriate:

- Retail Electricity Choice Activity Reports: The regulations at 52 Pa. Code §§ 54.201--54.204 require that all active EGSs report sales activity information. An EGS will file an annual report reporting for customer groups defined by annual usage. Reports must be filed using the appropriate report form that may be obtained from the PUC's Secretary's Bureau or the forms officer, or may be down-loaded from the PUC's internet web site.
- Reports of Gross Receipts: Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
- The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.
- Net Metering Reports: Applicant shall be responsible to report any Net Metering per the Standards on [http://www.puc.pa.gov/consumer\\_info/electricity/alternative\\_energy.aspx](http://www.puc.pa.gov/consumer_info/electricity/alternative_energy.aspx). Scroll down to the Net Metering Standards Section.

- Applicant shall report to the Commission the percentages of total electricity supplied by each fuel source on an annual basis per 52 Pa. Code § 54.39(b)(4).
- Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 of the Public Utility Code, 66 Pa.C.S. Chapt. 28, pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.

AGREED

- d. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa.C.S. § 2809(D) and 52 Pa. Code § 54.41(a). Transferee will be required to file the appropriate licensing application.

AGREED

- e. **ANNUAL FEES:** The Public Utility Code authorizes the PUC to collect an annual fee of \$350 from suppliers, brokers, marketers, and aggregators selling electricity in the Commonwealth of PA, and an annual supplemental fee based on annual gross intrastate revenues, applicable to suppliers only.

ACKNOWLEDGED

- f. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur to the information upon which the Commission relied in approving the original filing. See 52 Pa. Code § 54.34.

AGREED

- g. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa.C.S. §§ 4902, 4903, and 4904, relating to perjury and falsification in official matters.

AGREED

- h. **NOTIFICATION OF CHANGE:** If your answer to any of these items changes during the pendency of your application or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to so inform the Commission, within thirty (30) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 54.34.

AGREED

- i. **CEASING OF OPERATIONS:** Applicant is also required to officially notify the Commission if it plans to cease doing business in Pennsylvania, 90 days prior to ceasing operations.

AGREED

- j. **Electronic Data Interchange:** The Applicant acknowledges the Electronic Data Interchange (EDI) requirements and the relevant contacts for each EDC, as listed at Appendix M.

AGREED

- k. **FILING FEE:** The Applicant has enclosed or paid the required, non-refundable filing fee by CERTIFIED CHECK OR MONEY ORDER in the amount of \$350.00 payable to the Commonwealth of Pennsylvania. The Commission does not accept corporate or personal checks for filing fees.

PAYMENT ENCLOSED

## 11. AFFIDAVITS

**Must be notarized before filing.**

- a. **APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. An example copy of this Affidavit can be found at Appendix A.
- b. **OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the reliability protocols of the North American Electric Reliability Council, the appropriate regional reliability council(s), and the Commission, and that you agree to comply with the operational requirements of the control area(s) within which you provide retail service. An example copy of this Affidavit can be found at Appendix B.

## 12. NEWSPAPER PUBLICATIONS

**Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.**

**All Applicants MUST include a Commission issued Docket Number in their publications.** Docket Numbers are issued to new applicants when an application packet is submitted to the PUC's Secretary's Bureau. **Newspaper publications published without a Commission issued Docket No. will be rejected.** For more information, see 52 Pa. Code § 54.35.

Notice of filing of this Application must be published in newspapers of general circulation covering each county in which the applicant intends to provide service. The newspapers in which proof of publication are required is dependent on the service territories the applicant is proposing to serve.

The chart below dictates which newspapers are necessary for each EDC. For example, an applicant that wants to operate in Penn Power would need to run ads in both The Erie Times-News and the Pittsburgh Post-Gazette. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication in all seven newspapers.

The only acceptable verification of this requirement is with Notarized Proofs of Publication, which may be requested from each newspaper and **must be supplied to the Commission before the applicant is licensed.**

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News or Philadelphia Inquirer	Pittsburgh Post-Gazette	Scranton Times-Tribune	Williamsport Sun-Gazette	Johnstown Tribune-Democrat
Citizens' Electric						X	
Duquesne				X			
Met Ed		X	X		X		
PECO			X				
Penelec	X	X			X	X	X
Penn Power	X			X			
Pike					X		
PPL		X	X		X	X	
UGI					X		
Wellsboro						X	
West Penn		X		X		X	X
Entire Commonwealth	X	X	X	X	X	X	X

(Newspaper Publication Templates are provided at Appendices K and L)

### 13. SIGNATURE

Applicant: Digital Power USA, Inc.

By: \_\_\_\_\_ chana-Muriel Schliachter-Setteboun

Title: \_\_\_\_\_ CEO \_\_\_\_\_

**14. CHECKLIST**

For the applicant’s convenience, please use the following checklist to ensure all relevant sections are complete. The Commission Secretary’s Bureau will not accept an application unless each of the following sections are complete.

**Applicant: Digital Power USA, Inc.**

Applicant's Use	<b>Signature</b>	
	<b>Filing Fee (CERTIFIED CHECK OR MONEY ORDER ONLY)</b>	
	<b>Application Affidavit</b>	
	<b>Operations Affidavit</b>	
	<b>Bond, Letter of Credit, or Parental/Affiliate Guarantee</b>	
	<b>Tax Certification Statement</b>	
	<b>Commonwealth Department of State Verification</b>	
	<b>Certificate of Service</b>	

PUC Secretary's Bureau Use

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of ISRAEL

County of ISRAEL TEL AVIV ss.

Chana Muriel Schliachter Setteboun, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:  
She is the President of Digital Power USA, Inc.;

That she is authorized to and does make this affidavit for said Applicant;

That the Applicant herein Digital Power USA, Inc. has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as an electric generation supplier pursuant to 66 Pa.C.S. § 2809 (b) and 52 Pa. Code § 54.37.

That the Applicant herein Digital Power USA, Inc. has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein Digital Power USA, Inc. acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

That the Applicant herein Digital Power USA, Inc. acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.

Muriel  
Signature of Affiant

Sworn and subscribed before me this 04 day of September, 2024.

[Signature]  
Signature of official administering oath

My commission expires \_\_\_\_\_.



**Form No. 1**

**טופס מס' 1**

**AUTHENTICATION OF SIGNATURE**

**אימות חתימה**

I, the undersigned Amit Birk  
Notary holding license no 21281

אני החתום מטה עמית בירק

נוטריון בעל רישיון מספר 21281

hereby certify that on September 4<sup>th</sup> 2024 appeared  
before me at the address 41 Shlom Zion Hamalka st  
Tel Aviv Israel

מאשר כי ביום 4/9/2024

ניצבה/ לפני במשרדי שבמען

Ms. Chana Muriel Schliachter-Setteboun whose  
identity has been proven to me by Israeli passport  
number 39026444

/בכתובת שלומציון המלכה 41 תל אביב

מרת חנה מוריאל שליאכטר-סטבון

☐ שזהות/ה הוכחה לי על פי דרכון ישראלי

dated on Nov 19<sup>th</sup>, 2019

מספר 39026444

שהונפק ביום 19/11/2019

I am convinced that the person standing before  
me understood fully the significance of the action and  
voluntarily signed the attached document marked  
with the letter A .....

ושוכנעתי כי הניצבת/ת בפני הבין/ה הבנה מלאה את משמעות  
הפעולה וחתם/ה מרצונה/ה החופשי על המסמך המצורף  
והמסומן באות / מספר A

In witness whereof, I hereby authenticate the  
signature of Ms. Chana Muriel Schliachter-Setteboun  
by my own signature and seal this day Sep 4th , 2024

לראיה אני מאמת את חתימתה של מרת חנה מוריאל  
שליאכטר-סטבון

בחתימת ידי ובחותמי, היום 4.9.2024

fee 217NIS.



שכר נוטריון 217 ₪.



חתימה

חותם הנוטריון



Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of ISRAEL :

County of TEL AVIV ISRAEL ss.

Chana Muriel Schliachter Setteboun, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

She is the President (Office of Affiant) of Digital Power USA, Inc.;

That she is authorized to and does make this affidavit for said Applicant;

That Digital Power USA, Inc., the Applicant herein, acknowledges that Digital Power USA, Inc. may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations including Emergency Orders which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

That Digital Power USA, Inc., the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render electric service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That Digital Power USA, Inc., the Applicant herein, certifies to the Commission that it is subject to , will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Code of 1971, 72 P.S. §§ 7101 et seq., and any tax imposed by Chapter 28 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of Chapter 28, shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional Gross Receipts and power sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa.C.S. § 506 (relating to the inspection of facilities and records).

As provided by 66 Pa.C.S. § 2810 (C)(6)(iv), Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.



**Appendix B (Continued)**

That Digital Power USA, Inc., the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa.C.S. § 506, § 2807(c), § 2807(d)(2), § 2809(b) and the standards and billing practices of 52 Pa. Code Chapter 56.

That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Bureau of Public Liaison or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the law.

That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.

  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 04 day of September, 2024

\_\_\_\_\_  
Signature of official administering oath

My commission expires \_\_\_\_\_.



**Form No. 1**

**טופס מס' 1**

**AUTHENTICATION OF SIGNATURE**

**אימות חתימה**

I, the undersigned Amit Birk  
Notary holding license no 21281

אני החתום מטה עמית בירק

נוטריון בעל רישיון מספר 21281

hereby certify that on September 4<sup>th</sup> 2024 appeared  
before me at the address 41 Shlom Zion Hamalka st  
Tel Aviv Israel

מאשר כי ביום 4/9/2024

ניצב/ה לפני במשרדי שבמען

Ms. Chana Muriel Schliachter-Setteboun whose  
identity has been proven to me by Israeli passport  
number 39026444

/בכתובת שלומציון המלכה 41 תל אביב

מרת חנה מוריאל שליאכטר-סטבון

☐ שזהותו/ה הוכחה לי על פי דרכון ישראלי

dated on Nov 19<sup>th</sup>, 2019

מספר 39026444

שהונפק ביום 19/11/2019

I am convinced that the person standing before  
understood fully the significance of the action and  
voluntarily signed the attached document marked  
with the letter A .....

ושוכנעתי כי הניצב/ת בפני הבין/ה הבנה מלאה את משמעות  
הפעולה וחתם/ה מרצונו/ה החופשי על המסמך המצורף  
והמסומן באות / מספר A

In witness whereof, I hereby authenticate the  
signature of Ms. Chana Muriel Schliachter-Setteboun

לראיה אני מאמת את חתימתה של מרת חנה מוריאל  
שליאכטר-סטבון

by my own signature and seal this day Sep 4th , 2024

בחתימת ידי ובחותמי, היום 4.9.2024

217NIS.



שכר נוטריון 217 ₪.



חתימה

חותם הנוטריון

## Appendix C

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.

### Example CERTIFICATE OF SERVICE

On this the 18th day of December 2024, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Electric Generation Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom or a USB flash drive, upon the following:

Bureau of Investigation & Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2 West  
Harrisburg, PA 17120

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, PA 17120

Office of Consumer Advocate  
5th Floor, Forum Place  
555 Walnut Street  
Harrisburg, PA 17120

Department of Revenue  
Bureau of Compliance  
PO Box 281230  
Harrisburg, PA 17128-1230

Office of Small Business Advocate  
Forum Place  
555 Walnut Street, 1st Floor  
Harrisburg, PA 17101

Vice President – Energy Supply  
Corning Natural Gas Holding Corporation  
330 West William Street  
Corning, NY 14830

Legal Department  
West Penn Power d/b/a Allegheny Power  
800 Cabin Hill Drive  
Greensburg, PA 15601-1689

Manager Energy Acquisition  
PECO Energy Company  
2301 Market Street  
Philadelphia, PA 19101-8699

Regulatory Affairs  
Duquesne Light Company  
411 Seventh Street, MD 16-4  
Pittsburgh, PA 15219

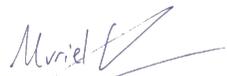
Office of General Counsel  
Attn: Kimberly A. Klock  
PPL  
Two North Ninth Street (GENTW3)  
Allentown, PA 18101-1179

Legal Department  
First Energy  
2800 Pottsville Pike  
Reading PA, 19612

UGI Utilities, Inc.  
Attn: Rates Dept. – Choice Coordinator  
1 UGI Drive  
Denver, PA 17517

Citizens' Electric Company  
Attn: EGS Coordination  
1775 Industrial Boulevard  
Lewisburg, PA 17837

Wellsboro Electric Company  
Attn: EGS Coordination  
33 Austin Street  
P. O. Box 138  
Wellsboro, PA 16901



**Chana Muriel Schliachter Setteboun, President**



Pennsylvania Department of State  
Bureau of Corporations and Charitable Organizations  
PO Box 8722 | Harrisburg, PA 17105-8722  
T: 717.787.1057  
dos.pa.gov/BusinessCharities

---

August 6, 2024

Cogency Global Inc.  
600 NORTH SECOND STREET  
HARRISBURG, PA 17101

Entity Name: Digital Power USA, Inc.  
Entity File Date: August 6, 2024  
Entity Number: 0013919794  
Filing Type: Foreign Business Corporation

The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.

Thank you for registering with the Department of State to do business in Pennsylvania. Like many other businesses, you may have employees, sell taxable products, or provide a taxable service to consumers in Pennsylvania. Please visit [www.pa100.state.pa.us](http://www.pa100.state.pa.us) to register for business taxes with the Department of Revenue and the Department of Labor and Industry. You may also visit [www.Business.pa.gov](http://www.Business.pa.gov) to find resources for businesses through all stages of development.

Beginning in 2025, annual reports are required for all domestic filing entities, limited liability general partnerships and registered foreign associations. More information will be forthcoming from the Bureau. However, to ensure that you receive notice of how and when to make annual reports, keep all information on file with the Bureau up-to-date, particularly registered office address.



0013919794



**COMMONWEALTH OF PENNSYLVANIA**  
 Department of State  
 Bureau of Corporations and Charitable Organizations  
 PO Box 8722  
 Harrisburg, Pennsylvania 17105-8722  
**FOREIGN REGISTRATION STATEMENT**  
 Fee: \$250

Pennsylvania Department of State

**-FILED-**

File #: 0013919794  
 Date Filed: 8/6/2024

B0723-5114 08/06/2024 8:00 AM Received by Pennsylvania Department of State

**DSCB:15-412 (rev. 2/2017)**

In compliance with the requirements of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

Foreign Business Type Filing type	Foreign Business Corporation	
Association Name The full and proper name of the foreign association as registered in its jurisdiction of formation is Business name in Pennsylvania	Digital Power USA, Inc. Digital Power USA, Inc.	
Effective Date The filing shall be effective when filed with the Department of State		
Additional Information Jurisdiction of Formation Select one of the following	DELAWARE The association may not have series.	
The street address of the association's principal office. Principal Office Address	44 SOLD STREET RAMAT HASHARON Israel	
The mailing address of the association's principal office. Mailing Address	44 SOLD STREET RAMAT HASHARON Israel	
Home Jurisdiction Addresses Select one	The association's home jurisdiction does not require the association to maintain a street and mailing address in that jurisdiction.	
Registered Office The name of the commercial registered office provider and the county of venue is Cogency Global Inc. Commercial Registered Office Provider Venue and Publication County	DAUPHIN	
Additional provisions, if any Additional provisions		
<input type="checkbox"/> I qualify for a veteran/reservist-owned small business fee exemption (see help)		
Electronic Signature IN TESTIMONY WHEREOF, the above-named association has caused this Foreign Registration Statement to be signed by a duly authorized representative		
Full Name	Title	Date
Hana-Muriel S Setteboun	President	08/05/2024

**Attachment B**  
**Formation Documents**

Digital Power USA, Inc. was formed in the state of Delaware. Please see documentation attached.

# Delaware

Page 1

The First State

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "OROT POWER USA, INC.", CHANGING ITS NAME FROM "OROT POWER USA, INC." TO "DIGITAL POWER USA, INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF APRIL, A.D. 2023, AT 10:41 O`CLOCK A.M.*



  
Jeffrey W. Bullock, Secretary of State

7114851 8100  
SR# 20231689475

Authentication: 203237000  
Date: 04-28-23

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

**STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
OF CERTIFICATE OF INCORPORATION**

**OROT POWER USA, INC.**

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

**FIRST:** That at a meeting of the Board of Directors of Orot Power USA, Inc. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

**RESOLVED,** that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "FIRST" so that, as amended, said Article shall be and read as follows:

**FIRST:** The name of the Corporation is Digital Power USA, Inc. (the "Corporation").

**SECOND:** That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

**THIRD:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, said corporation has caused this certificate to be signed this 27th day of April, 2023.



**Name:** Hana-Muriel Schliachter-Setteboun  
**Title:** President

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "OROT POWER USA, INC.", FILED IN THIS OFFICE ON THE FIRST DAY OF NOVEMBER, A.D. 2022, AT 7:14 O`CLOCK P.M.



  
Jeffrey W. Bullock, Secretary of State

7114851 8100  
SR# 20223916222

Authentication: 204758957  
Date: 11-02-22

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

**CERTIFICATE OF INCORPORATION  
OF  
OROT POWER USA, INC.**

FIRST. The name of the Corporation is Orot Power USA, Inc. (the "Corporation").

SECOND. The address of the Corporation's registered office in the State of Delaware is 850 New Burton Road, Suite 201, in the City of Dover, County of Kent, State of Delaware, 19904. The registered agent of the Corporation at such address is Cogency Global Inc.

THIRD. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware ("DGCL"), and to have and exercise all of the powers conferred by the DGCL upon corporations incorporated or organized under the DGCL.

FOURTH. The total number of shares of capital stock which the Corporation has authority to issue is five thousand (5,000) shares, all of which shall be Common Stock, par value \$0.001 per share.

FIFTH. The name and mailing address of the sole incorporator are as follows:

<u>Name</u>	<u>Mailing Address</u>
Marisa K. Williams	Sullivan & Worcester LLP One Post Office Square Boston, Massachusetts 02109

SIXTH. The Corporation shall have perpetual existence.

SEVENTH. No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director other than (a) for breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) pursuant to Section 174 of the DGCL, or (d) for any transaction from which the director derived an improper personal benefit. No amendment or repeal of this Article SEVENTH, or (to the maximum extent permitted by applicable law) no amendment to the DGCL shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

EIGHTH. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, I have hereunto set my hand on November 1, 2022.

/s/ Marisa K. Williams  
Marisa K. Williams  
Sole Incorporator

**Attachment C**  
**Financial Information**

CONFIDENTIAL - NOT FOR PUBLIC DISCLOSURE

## **Attachment D**

### **Technical Fitness**

Digital Power USA, Inc. ("Digital Power" or "Company") was incorporated in Delaware in 2022, and has a principal place of business in New York, New York. Digital Power intends to offer retail energy supply in Pennsylvania to commercial and industrial (C&I) customers within the state.

Digital Power does not use electric generation, transmission, or distribution facilities that it owns, controls or operates in serving customers. Digital Power currently contracts with wholesale generation suppliers to provide Wholesale electricity and ancillary services required for the delivery of electricity as required for either wholesale customers and will do the same for delivery to retail customers. Once licensed, Digital Power will coordinate between PJM, the local utility and generation suppliers to ensure reliable delivery. Digital Power has the technical capability and resources to provide these reliable services at a competitive price.

Billing, contract management and customer service are provided by Digital Power. Digital Power is staffed with experienced industry professionals who understand the commission rules, the customer base, and PJM and related scheduling requirements. Digital Power's systems and processes can support any EDI transactions that a utility requires in the Ohio retail jurisdiction.

Digital Power will be responsible for customer service questions and customer complaints regarding its products and services it offers its C&I customers. Digital Power will communicate with customers through designated email accounts and account managers. Customers may inquire about charges, services, or any other pertinent business issues during normal business hours or at any time via email. Due to the relatively small number of Digital Power wholesale customers and anticipated retail customers, Digital Power can provide high-quality customer service centered on direct person-to-person communication.

Digital Power does not anticipate engaging in public marketing activities related to retail energy sales in Pennsylvania or elsewhere. Any retail origination will rely on existing Digital Power business relationships with one or more C&I customers.

In addition to participating in request for proposal and request for qualifications processes issued by potential customers, Digital Power will also directly reach out to these entities through its current industry network and contacts. Depending on customer need, Digital Power sells wholesale products with fixed and variable prices. The products are simple and easy to understand yet provide valuable savings and budgeting capability to Digital Power customers.

**Attachment E**  
**Officers**

Hana Muriel Schliachter Setteboun, President (Resume attached)  
Noam Guzman, Director and Secretary (Resume attached)

# **DR. HANA-MURIEL SETTEBOUN**

## **CONTACT INFORMATION:**

Nationality: France, Israel

Email: [hanamuriel@yahoo.com](mailto:hanamuriel@yahoo.com)

Phone: +972 – 54 – 811-8800

## **EXPERIENCE:**

### **2021 - Today    Digital Power, President and Co-Founder**

Digital Power (<https://www.dgtpower.com/>), is a leading technology company dedicated to transforming the energy supply industry through cutting-edge technologies, aiming to revolutionize the way suppliers operate worldwide. Digital Power is pioneers in developing state-of-the-art technologies for SaaS platforms tailored to electricity suppliers and AI-powered mobile apps designed for electricity consumers, with a focus on effectiveness and efficiency.

### **Dec 2015 – 2021    Green-Akter, CEO and Founder**

Green Akter (<https://greenakter.com/>) specializes in the development, financing, execution, and operation of various types of power plants and power auxiliaries, including gas infrastructure and transmission and distribution grid, especially in Africa, Latin America and SEE region.

### **2016 –2017    Alon Blue Square, Board of Directors**

Alon Blue Square is one of the largest holding group in Israel, which operates mainly in the Real-Estate, Retail and Power & Energy sectors in Israel

### **Nov 2012 – Nov 2018    Israel Aerospace Industries - Board Member, Board of Directors**

I'm the Chairwoman of the 'Financing, Investment and Financial Reports Committee' and was also the Chairwoman of the Audit Committee and the Remuneration Committee

In addition, from September 2016 till August 2017 (1 year), I was the *interim chairwoman* of the board of directors.

### **2012 – 2015    FK Group – Senior Executive VP Business Development & Finance**

F.K. Group is a leading global provider of a wide range of power plants. The group includes 3 main divisions: 1. Rental power plants division – builds, rents and operates temporary power plants ([www.genrentenergy.com](http://www.genrentenergy.com)); 2. Permanent power plants division –

focuses in thermal power plants and hydropower plants ([www.telemenia.com](http://www.telemenia.com)). The division operates as an EPC contractor as well as a developer and owner. 3. Renewable Energy division - focuses on development, investment and EPC of Solar and Wind farms. FK Groups operates in Latin America, Africa, Middle East, and South-East Asia.

I managed all the business development and the financing activities of the entire group and its divisions. My responsibilities included: structuring and implementing the group's strategy, leading the penetration into new markets and expansion in existing markets, initiation and development of power projects worldwide, i.e. negotiations with government, international organizations, and other authorities, directing and coordinating between all the business development departments in FK group's subsidiaries, guiding the engagements with equipment suppliers and all parties related to the EPC aspects of the power projects (=Engineering, Procurement and Construction), structuring and negotiating the Power Purchase Agreements with governments and utilities, trading of electricity, and leading the licensing and permitting processes.

I managed the international financing activities of the group, i.e. raising the financing for the group on all levels - group's level and projects' level. I've established a special team that specializes in project financing processes and negotiations with all varieties of banks: commercial banks, development banks, local banks, and international banks.

2010 - 2011 **Akoda-Power Ltd., CEO and Founder**

**Akoda – Power** developed, financed, and planned large-scale solar power stations worldwide. The company operated as a Project Development and EPC company (Engineering, Procurement, and Construction).

Akoda-Power has developed and sold large-scale solar projects in Italy, and Canada. In Q2, 2010, Akoda-Power has started its operation in the Indian market and operated as the Indian arm of FK Group ([www.fkgen.com](http://www.fkgen.com)). The company focused on Project Development and EPC projects in the fields of Conventional power plants, and in providing energy solutions to the defense industry in India, and was merged later into FK Group.

2009 **Petrotec AG, CFO and VP of Business Development, member of the management board.** Petrotec is a German Public company, listed in Frankfurt Stock Exchange ([www.petrotec.de](http://www.petrotec.de)). Israel Corporation acquired the company in December 2008. After managing the acquisition, I was assigned to manage and implement the restructuring plan and all the strategic plans that I prepared for the company. I was

nominated as the CFO and VP of Business Development of the company. As part of my job I was responsible, for the following issues, for example: Annual reports, accounting, re-financing the company (Debt & Dquity), investor relations and all procedures with the German Securities Authority (i.e. BaFin), establishing strategic co-operations and long terms agreements with suppliers and customers, developing and implementing trading and hedging methods for the company for trading feed-stock, Biodiesel, fuels, etc.

- 2007- 2009 **IC Green Energy Ltd., Investments and Finance Manager.** ICG is the green arm of Israel Corporation ([www.israelcorp.com](http://www.israelcorp.com)). The company invests in green energy companies and develops projects in this field, worldwide.  
I was responsible for the following issues, for example: acquisitions of mature companies and investments in start-ups (including: company evaluation, due-diligence, negotiations, financing the deal, etc..), developing green-field projects (including: business plans, turn-key contracts, finding strategic partners, raising project finance for projects, etc..), raising corporate finance, and developing and implementing strategic plans for the portfolio companies.
- 2009-2010 **Technion – Israel Institute of Technology, Lecturer,** The William Davidson Faculty of Industrial Engineering and Management, finance department. Lecturer of an MBA course which I developed and wrote: “Private Equity and Venture-Capital”.  
([http://mba.technion.ac.il/contents/sec1/sec1\\_2.php#cont](http://mba.technion.ac.il/contents/sec1/sec1_2.php#cont))
- 2006-2007 **The Wharton School,** University of Pennsylvania, Philadelphia, USA, Teaching Assistant of 4 MBA courses in the field of Venture-Capital and Entrepreneurship, and teaching fellow for Professor Raphael Amit. This was my last year as a PhD student.
- 2005-2006 **Founder and Managing Partner of a Venture- Capital funds – ‘Demeter’.** The VC fund intended to invest in Agro-Technology start-ups in their seed and first investment rounds.
- 2003 – 2006 **The Hebrew University of Jerusalem, Economic Department,** Israel, **PhD Student** in the field of Finance. My thesis Advisors was: Professor Eytan Sheshinski. Full-scholarship on the basis of academic excellence.
- 2000-2006 **The Hebrew University of Jerusalem,** Israel, **Teaching Assistant** for the following courses:  
Introduction to Econometric, Public Economics, Applied Economics, Introduction to Economics – Micro & Macro (In view of academic

excellence, I was asked to work as a teacher assistant already during my undergraduate studies).

- May 2003     **Israeli Bar Association**, Israel. On May 2003, I passed the Bar Exams and became a member of the Israeli Bar Association.
- 2003         **The National Labor Court**, Israel, Law Internship, Personal legal assistant to the President of the Court, Mr. Stephen Adler
- 2002         **Gross, Kleinhendler, Hodak, Halevy, Greenberg, and Co.**, Israel's leading corporate and securities law firm, Tel-Aviv, Law Internship.
- 2001         **Bank of Israel** (Central Bank of Israel), Research Assistant, Department of Research, Jerusalem.

#### **EDUCATION:**

- B.A.**         Economics, Hebrew University of Jerusalem, *summa cum laude*  
+
- LL.B.**         Legal Studies, Hebrew University of Jerusalem, *cum laude*, 2002
- M.A.**         Joint MA in Business Administration and Economics, special program in Finance for excellent students, Hebrew University of Jerusalem, *summa cum laude*, 2003  
  
(I was admitted to the graduate program in economics during the last year of my undergraduate studies in view of academic excellence)
- PhD.**         Economics Department, Hebrew University of Jerusalem, 2009.  
Thesis Title: "Essays in Venture Capital and Private Equity".

#### **LANGUAGES:**

- English
- French
- Hebrew

# NOAM GUZMAN

## The role you are applying for?

+19725029362

@noam@DGTLPower.com

[www.linkedin.com/in/noamguzman](https://www.linkedin.com/in/noamguzman)

London, Israel

## EXPERIENCE

### Co-Founder and CTO

#### Digital Power

2021 - Present Location

Digital Power (<https://www.dgtpower.com/>), is a leading technology company dedicated to transforming the energy supply industry through cutting-edge technologies, aiming to revolutionize the way suppliers operate worldwide. Digital Power is pioneers in developing state-of-the-art technologies for SaaS platforms tailored to electricity suppliers and AI-powered mobile apps designed for electricity consumers, with a focus on effectiveness and efficiency.

### Founder and President

#### BlueDot (VATBOX)

01/2012 - 2021 Tel Aviv

BlueBot ([www.bluedotcorp.com](http://www.bluedotcorp.com)) is a market leader, developing the first AI-technology-based and dynamically-updated financial platform for employee-driven transactions in the market. Global market leader in VAT compliance and recovery. Among others we are the VAT compliance of Amazon, Dell, GE, Nike and many other future 500.

### Founder and CEO

#### Retalika

06/2006 - 01/2010 Tel Aviv

Inventor and market leader first VAS retail app store - Led by technology, Retalika enables top-global retails to capture the opportunity of the mobile VAS market. Trusted by BestBuy, Vodaphone, Orange, KPN, Darty and many others.

### Director of Marketing

#### Comverse

05/2003 - 01/2006 Location

Company Description

- 5 years Head new venture within company with P&L responsibility
- Initiated, negotiated with and closed strategic alliances with two partners
- Identified new product opportunity developed business plan, secured senior management buy-in
- Oversee sales and marketing to 7 telecom operators in 4 continents
- Lead sales process and negotiations with high-level executives at customers
- Define marketing requirements and technical solution and hold overall responsibility for execution

### Product Marketing

#### Comverse

01/2002 - 05/2003 Location

Company Description

- Co-managed P&L center generated booking of \$23M in 2003
- Played key role in sales process to leading operators: Vodafone, Telemobil and Orange
- Participated in strategic planning, including analyzing opportunities in new markets
- Set priorities for Engineers in R&D

## EXPERIENCE

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### R&D Manager

#### Motorola

📅 12/2000 - 01/2002 📍 Location

Company Description

- Which of your achievements match the job you're applying to?
- 

### Project Manger

#### Motorola

📅 08/1998 - 05/2000 📍 Location

Company Description

- Which of your achievements match the job you're applying to?

## EDUCATION

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### MBA in Entrepreneurship

#### Columbia Business School

📅 01/2004

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### MBA

#### Tel Aviv University

📅 01/2003

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### BSc in Information System Engineer

#### Ben-Gurion University of the Negev

📅 01/1999

## **Attachment F**

### **Oversight of Marketing**

The goal of Digital Power USA, Inc. (“Digital Power”) is to empower Business and Industrial customers with the ability to make informed choices regarding the energy products and services offered by Digital Power in the evolving competitive wholesale and retail energy market. To achieve this goal, our customers must be provided with relevant and timely information in a clear, comprehensible, and lawful manner.

Digital Power is not doing Internet nor phone nor door-to-door marketing. The marketing is relying on the professional contacts and professional network of the management team of Digital Power.

The Digital Power Marketing Standards Quality Assurance Plan (“Plan”) provides the training and review standards that will govern the operation of Digital Power’s marketing efforts. Currently, Digital Power does not intend to market to mass-market customers. Should other marketing channels be used, or if residential customers will be solicited, the Plan will be updated accordingly.

This Plan is designed to ensure that all marketing efforts are conducted in a manner consistent with applicable legal standards and best practices and that the information provided to customers is accurate, relevant, and understandable.

The Plan will be implemented under the supervision of the President and/or the Director of Sales and Marketing.

### **Training of Employees Engaged in Marketing Digital Power’s Products and Services**

All individuals hired by Digital Power to engage in marketing of its products and services will undergo a training program that covers the following components:

1. Information describing the development and current state of the deregulated retail competitive market, focusing upon the differing roles of the Digital Power and the local distribution utility;
2. Knowledge of the relevant sections of the New York Uniform Business Practices (“UBP”), with particular emphasis on Sections 10 Marketing Standards and Attachments 2 of Section 5 detailing Electronic Agreement and Authorization Requirements;
3. Knowledge of other applicable laws, rules, and regulations;
4. Information concerning the products and services offered by Digital Power, including details of Digital Power’s rates, payment options, agreement terms, and the customers’ right to cancel, including the applicability of any early termination fee;
5. The requirement to provide the customer with a toll-free or local number from which the customer may obtain information about Digital Power’s mechanisms for handling billing questions, disputes, and complaints;

Digital Power will emphasize that all employees engaged in marketing Digital Power's services must comply with the information and standards outlined in the training and all relevant requirements set forth in the Uniform Business Practices. Failure to so comply is grounds for immediate termination of employment.

At this time, there are no plans to hire non-employees or third parties to solicit or market on behalf of Digital Power.

### **Quality Assurance Plan**

Digital Power will apply various business, oversight, and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with Digital Power's best practices and training standards.

Although there will not be any web enrollment, Digital Power will ensure the following:

1. The website will incorporate the matters listed in the Customer Disclosure Statement. The website will include the latest product offers available from Digital Power.
2. The website will incorporate all applicable requirements and standards set forth in UBP Section 5 Change in Service Providers, Attachment 2 A-E Electronic Agreement and Authorization Requirements, as amended, and Section 10 Marketing Standards.
3. Within 3 business days of final agreement to initiate service, Digital Power will send an electronic confirmation notice to the customer at the customer's e-mail address.
4. Digital Power will review s on a random and regular basis to ensure that the website follows the appropriate standards. In the event problems are discerned, they will be corrected in an expeditious manner.

### **Modification**

The Plan may be subsequently modified or revised to accommodate changing business operations, regulatory requirements, and interactions with customers.

# Electricity Supply Agreement

## Agreement Summary

Date: 01/11/2024 09:30

YOUR DETAILS		INVOICING DETAILS	
Customer Name:	[REDACTED]	Invoicing Frequency:	Monthly
Registered Number:	[REDACTED]	Expected Date:	[REDACTED]th of Month
Registered Office:	[REDACTED]	Payment Terms:	[REDACTED] days from invoice date
Billing Address:	[REDACTED]	Payment Method:	Bank Transfer

QUOTE DETAILS			
Product Name	[FP/FPT/PT]	Contract Number:	#8020040400
Product Type:	[Brown/Green/NetZero]	Broker Commission	[No Commission]

SUPPLY DETAILS			
Supply Date:	[mm/dd/yyyy]	End Date:	[mm/dd/yyyy]

Subject to the terms and conditions set forth herein Digital Power USA, Inc. ("Seller") agrees to sell and deliver, and [REDACTED] ("Buyer") agrees to purchase and accept the quantity of electricity, as estimated by Seller necessary to meet Buyer's full requirements for electricity supply based upon consumption data obtained by Seller or the delivery schedule of the Buyer's electric distribution utility ("TDU"). Seller is not affiliated with and does not represent the TDU.

The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Buyer's consumption obtained by Seller or the TDU's delivery schedule. The TDU will continue to deliver the electricity supplied by Seller. Unless otherwise expressly noted in this Agreement, Seller may select such sources of energy as it deems appropriate to meet its obligations under this Agreement. Buyer and Seller agree to the terms set out in this Electricity Supply Agreement and its applicable Schedules (collectively the "CSA"), and the Terms and Conditions ("Ts&Cs") attached hereto and incorporated by reference as if fully set forth herein (CSA and Ts&Cs, collectively shall be referred to as the "Agreement"). The Effective Date of this CSA is [mm/dd/yyyy]. Any ambiguity between this CSA and the Ts&Cs will be governed by this CSA. Any ambiguity between this CSA and any other CSA with respect to the same Accounts will be governed by the CSA last executed. Capitalized terms are defined within the text of this Agreement, or by any applicable ISO, TDU or State law. Any ambiguity between the

defined terms herein and any applicable ISO, TDU or State law will be governed by the defined terms herein. The price that Customer will pay for electricity generation supply during the Initial Term for all Accounts listed on Appendix A is set forth below and includes both the Electricity Rate and applicable Cost Components as identified below.

<b>Buyer:</b>		<b>Seller:</b>	Digital Power USA, Inc.
<b>Business Address:</b>		<b>Business Address:</b>	1178 Broadway 3 <sup>rd</sup> Floor #3379
<b>City:</b>		<b>City:</b>	New York
<b>State:</b>		<b>State:</b>	NY
<b>Zip Code:</b>		<b>Zip Code:</b>	10001
<b>Contact:</b>		<b>Contact:</b>	Customer Care
<b>Phone Number:</b>		<b>Phone Number:</b>	877-856-0016
<b>Email Address:</b>		<b>Email Address:</b>	operationusa@dgtlpower.com

<b>Product Type:</b>	<b>[FP/FPT/PT] - See Cost Component Treatment below</b>		
<b>Supply Term:</b>	<b>[xxx] months</b>		
<b>Commodity Rate (\$/kWh):</b>	<b>\$xxx [if applicable]</b>		
<b>Cost Component Treatment:</b>	Energy Cost		FP
	Basis Cost		FP
	Ancillary Services and Load Allocated Uplift Cost		FP
	Line Loss Cost		FP
	Renewable Portfolio Standards Cost		FP
	Auction Revenue Rights Cost		FP
	Reliability Must Run Cost		FP
	Capacity Cost		FPT
	NITS Cost		FPT
	TE Cost		FPT
	Taxes		PT
<b>Product Legend:</b> Fixed Price "FP" means fixed in the Commodity Rate unless there is a Change in Law or Material Change as defined in this Agreement. Fixed Pass-Through "FPT" means these items are fixed in the Commodity Rate at currently known rates and quantities, but Seller may pass through increased cost incurred during the Supply Term at cost and without markup. Pass-Through "PT" means passed through at cost and without markup.			
<b>Account(s):</b>	<b>See Schedule A</b>		
<b>Forecasted Monthly</b>	<b>See Schedule A</b>		

**Special Provisions:** Buyer warrants, represents and covenants that all Accounts served hereunder are not Residential or Small Business Customer Accounts as defined by the applicable regulations in Buyer's state and that Seller is not obligated to provide service to any Residential or Small Business Customer Accounts. The Parties agree that the terms of this Agreement shall solely control the purchase and sale of electricity supply hereunder. If Buyer selects a consolidated bill from the TDU, then the Purchase of Receivables (POR) discount rate in effect at the time of billing will be included as a cost for any Cost Component that is passed-through.

<b>Statement Regarding Savings:</b>	During the duration of your contract, the price may be higher or lower than the EDC's price-to- compare, which changes over time based upon your EDC's procurement structure. Therefore savings are not guaranteed.
<b>Deposit Requirement:</b>	Based on your creditworthiness, we will not require a deposit.
<b>Cancellation/Early Termination Fees:</b>	[If Fixed] If you terminate this contract beyond the Recission Period, you may be charged an early termination fee of the greater of \$50 or the maximum amount allowed by law.  [If Variable] There is no early cancellation fee associated with electric contracts for variable rate service. As further described below, state law provides Small Customers with a 3-day rescission right from receipt of your written disclosure

	<p>statement.. If you terminate this contract outside of this rescission period for reasons other than our default you will be charged an early termination fee. The early termination fee will be calculated as follows:</p> <ul style="list-style-type: none"> <li>• all amounts you owe us for electricity provided to you, plus</li> <li>• the positive difference, if any, between (A) the price you would have paid us under this Contract had it not been terminated early (including our margin), less the then- current market price of electricity and services under terms substantially similar to the terms of this Contract, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us, plus</li> <li>• all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Contract.</li> </ul> <p>If we terminate this contract because: you provide inaccurate or misleading information, you do not pay your invoices, or you otherwise breach your obligations as stated under the Termination and Termination Fees section of the contract, then you will be charged a termination fee as calculated above.</p>
<b>End of Contract:</b>	<p>[If Fixed] Customer will receive two (2) advance written notices from Digital Power, 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 Customer's options in these notices.</p> <p>[If Variable] If Digital Power 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 Customer's options in these notices.</p>
<b>Right of Rescission:</b>	<p>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 via email to cancel this agreement.</p>

The undersigned representative of the Buyer is duly authorized to execute this Agreement and bind the Buyer to this Agreement. By signing this Agreement, Buyer hereby agrees to all Terms and Conditions and authorizes the TDU to provide to Digital Power USA, Inc. all information relative to Buyer's utility accounts, including, but not limited to, consumption history, load profiles, payment history and 12 months of interval-metered data, if available for the accounts listed herein, and authorizes the TDU to complete the switch to Seller for electricity supply service in accordance with the TDU's tariffs and applicable statutes and regulations. This authorization shall remain in effect until revoked in writing by the undersigned.

In signing this agreement, you have contracted to pay cleared funds by the Payment Method and in accordance with the Payment Date shown above – please note that late payment or using a different method may incur additional charges. The amount of the quote excludes VAT which will be charged, as applicable, at the prevailing rate.

Please sign and date below to confirm your agreement to enter into this Electricity Supply Contract.

By signing, you will be bound by the Terms and Conditions attached to this Electricity Supply Contract. This Electricity Supply Contract will only become legally binding on us when we countersign the same.

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**YOUR OFFER TO ENTER INTO THIS SUPPLY CONTRACT**

(To be completed by you)

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**CONTRACT ACCEPTANCE BY DIGITAL POWER USA, INC.**

(To be completed by us)

---

Company	Company
Telephone Number	Telephone Number
Email Address	Email Address
Date	Date

---

Signed

Name (print)

Job Title

Signed

Name (print)

Job Title

# Schedule A

**Effective Date:** [mm/dd/20yy]

This Schedule A is part of the CSA with an Effective Date of [mm/dd/20yy]; by and between Digital Power USA, Inc. and [name of Buyer].

**State Definitions:**

- a. "Ancillary Service and Load Allocated Uplift Cost" means the costs incurred by PJM for the purchase of wholesale electric services and products required to maintain reliable operation of the transmission system as it moves electricity from generating sources to Buyer as well as other PJM administrative services.
- b. "Auction Revenue Rights Cost" means the costs resulting from PJM's financial transmission rights auction.
- c. "Basis Cost" means the cost difference between the load zone clearing price and the HUB clearing price within which Buyer's Account is located.
- d. "Capacity Rate" means PJM's installed capacity rate (measured in \$/kW-Day).
- e. "Capacity Cost" means Capacity Rate multiplied by the CPLS.
- f. "CPLS" means Capacity Peak Load Share, adjusted for zonal scaling factors and forecast pool requirements (measured in kW).
- g. "Energy Cost" means the costs associated with serving Buyer's wholesale electricity needs.
- h. "Line Loss Cost" means the TDU's line loss factor for each Account multiplied by applicable energy costs.
- i. "NITS Cost" means the NITS Rate multiplied by the TPLS.
- j. "NITS Rate" means network integration service rate (measured in \$/kW-Day).
- k. "Renewable Portfolio Standards Cost" means the costs associated with meeting renewable portfolio standards required by applicable Law.
- l. "Reliability-Must-Run Cost" means the costs imposed by PJM resulting from its need to purchase capacity to ensure system reliability through the continuation of certain generators that are otherwise subject to closure.
- m. "TDU" means the applicable electric distribution company providing service to Buyer's Accounts
- n. "TE Cost" means the TE Rate multiplied by the TPLS.
- o. "TE Rate" means transmission enhancement rate (measured in \$/kW-Day).
- p. "TPLS" means Transmission Peak Load Share (measured in kW).

**Account(s): Digital Power USA, INC. has no obligation to enroll or supply electricity to any account(s) that are not identified below.**

TDU	Account Number	Service Address	City	State	Zip	Bill Option	Start Date*	Current CPLS KW	Future CPLS^ KW	Current TPLS KW	Future TPLS^ KW
PECO	xxxxxxxxxx			PA	19152						

\*Standard Switch (SS): Buyer uses this type of transaction to change electric provider. The actual switch date will occur on the applicable TDU's first available meter read date on or after the Start Date. If the switch does not occur as scheduled, then the switch will occur on the next available meter read date. Buyer understands and acknowledges that third parties (e.g., TDU, ISO, etc.), independent of Seller, are in part responsible for a timely switch, and Buyer will have no recourse against Seller for any switch delayed due such third-party actions or inactions.

^These Future values were used to price the next Plan Year (after the current year) and all subsequent Plan Years as far as the Supply Term is concerned, if applicable. If these Future values were unknown as of the Effective Date, then the Current values were used to price all Plan Years throughout the Supply Term. For definitions of Plan Year please see applicable ISO rules or TDU tariff.



## Terms and Conditions –

**Effective Date:** [mm/dd/20yy]

These Terms and Conditions (“Ts&Cs”) apply to and are incorporated into any Commodity Supply Agreement, including applicable schedules (collectively, “CSA”) entered into by Buyer and Seller which references these Ts&Cs. Buyer and Seller may hereinafter be referred to individually as “Party” or collectively as “Parties”. Capitalized terms are defined within the text of this Agreement, or by any applicable ISO, TDU or State law.

**1. Definitions:**

- a. “Account” means the device used by any TDU to measure and settle a Buyer’s demand and/or usage.
- b. “Commodity Rate” – see CSA for applicable commodity rate.
- c. “Interest” means 1.5% per month.
- d. “ISO” means the applicable Independent System Operator; for example, the Electric Reliability Council of Texas, the New York ISO, Pennsylvania-New Jersey-Maryland Interconnection, New England ISO, Mid-West ISO, and California ISO.

**2. Payment Terms:** If Buyer is in a market where the TDU provides a consolidated bill, then Buyer may be billed by the TDU for the TDU’s and Seller’s fees and charges. In such case, payment terms will be defined by each, applicable TDU. If Seller bills Buyer for Seller’s charges, either with or without the TDU’s fees and charges, Buyer will make payment within sixteen (16) days of the invoice date. Late payments will incur a one-time late payment charge of 5% of the unpaid balance due (late payment charge and unpaid balance, together “Unpaid Balance”). The Unpaid Balance will accrue Interest until paid, or the highest rate allowed by law, whichever is less. Additionally, a charge of \$25.00 will be assessed for each returned check or rejected ACH. If there is a good faith dispute regarding any of Seller’s charges and fees (i.e., not the TDU charges and fees or Taxes), Buyer will pay the undisputed amount and provide Seller with documentation to support the amount disputed. If Buyer disputes TDU charges and fees or Taxes, Buyer agrees to pay Seller’s invoice in full and then seek its remedy directly from the entity assessing the disputed TDU charges and fees or Taxes. The Parties will attempt to expeditiously resolve the dispute with respect to Seller’s charges and fees and upon determination of the correct amount the Party owing it shall pay it within two (2) business days of resolution of the dispute. Thereafter such amount will be treated as a late payment in accordance with this Agreement. Seller may use estimated usage if actual metered usage is not timely received from the TDU. In such case, applicable adjustments will occur in subsequent invoices after receipt of actual usage. All invoices will be final twelve (12) months from the date of the invoice.

**3. Term, Holdover:** The Term of this Agreement is as set forth on Schedule A. The Term shall commence on the date referenced on Schedule A, and shall continue for the period designated in Schedule A. The Term for the initial period is referred to as the “Initial Term”. Unless otherwise agreed to, upon completion of the Initial Term this Agreement will renew on a month-to-month basis until terminated by either party (the “Holdover Term”). If the Supply Term of any CSA expires without renewal or terminates for any reason where, in either case, Seller continues to supply electricity to Buyer then Seller will calculate Buyer’s invoice(s) during such Holdover Term as follows: ((PJM’s applicable, published real-time index rate for the Accounts plus \$0.02000/kWh) multiplied by the applicable metered usage, adjusted for Line Losses) plus (all other retail cost and charges incurred by Seller in supplying electricity to Buyer’s Account(s) reasonably calculated), plus Taxes if applicable. This Holdover Term will continue to be governed by this Agreement on a month-to-month basis until either Party terminates the Agreement. Where Seller terminates any such month-to-month holdover supply service, other than for non-payment, which is addressed elsewhere in this Agreement, it may switch the Account(s) to the applicable TDU standard service, whether default service or otherwise.

**4. Creditworthiness:** During the Supply Term, Seller may request Buyer to provide financial information necessary for Seller to assess Buyer’s financial condition. If based on such information or information publicly available, Seller determines in its reasonable discretion that Buyer is not creditworthy, Seller may require Buyer to provide sufficient collateral, in an amount and form reasonably determined by Seller, to support Buyer’s obligations under this Agreement (“Performance Assurance”). If requested, Buyer will provide Performance Assurance within three (3) business days of receipt of such request.

**5. Events of Default, Early Termination and Remedies:** The occurrence of any of the following shall be deemed an “Event of Default” under this Agreement: (a) the failure of Buyer to make payment when due if such failure is not cured within two (2) business days of notice; (b) the failure of Buyer to provide Performance Assurance as obligated herein; (c) the failure of either Party to perform any other obligation hereunder which is not excused by Force Majeure or cured within ten (10) business days of written notice of same; (d) a Party

becomes bankrupt or insolvent; or (e) any TDU disconnects service to one or more of Buyer's Accounts as a result of Buyer's non-performance. If either Party terminates this Agreement, or supply of service to any Account, early ("Termination for Convenience"), the terminating Party shall give the non-terminating Party thirty (30) days advance written notice or as much notice as is reasonably possible if the termination of supply or service will occur sooner. Upon an Event of Default or Termination for Convenience, the non-defaulting/non-terminating Party shall have the right to terminate this Agreement (or supply service to any such Account) and collect as liquidated damages, any "positive value of this Agreement". The "positive value of this Agreement" will be calculated as follows: (i) if Buyer is the defaulting/terminating Party, the difference between the Commodity Rate minus the Current Market Rate multiplied by the remaining usage; or (ii) if Seller is the defaulting/terminating for convenience Party, the difference between the Current Market Rate minus the Commodity Rate multiplied by the remaining usage. In either case, only if the resultant number is positive, will liquidated damages be owed. For purposes of this section, in the case where Buyer defaults/terminates for convenience, Current Market Rate means the rate at which Seller could reasonably sell a like agreement (e.g., remaining volumes, load shape, product, etc.) and without margin, to another like buyer and, in the case where Seller defaults/terminates for convenience, Current Market Rate means the rate at which Buyer could reasonably replace this Agreement (e.g., remaining volumes, load shape, product, etc.) from another like retail electric provider. Any amount owed after such calculation shall be paid within three (3) business days of the invoice date. The Parties agree that the foregoing liquidated damage calculation is a reasonable estimate of the damages and not a penalty. Buyer hereby waives any claims, defenses, or other rights related to contending that the foregoing liquidated damages constitute a penalty or are otherwise unenforceable.

6. **Assignment:** Buyer may not assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the Seller, which consent shall not be unreasonably withheld. Seller may, without the consent of Buyer, (a) sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, (b) assign this Agreement to another energy supplier, energy services company or other entity, (c) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Seller, or (d) pledge or assign this Agreement as collateral to any entity requiring same of Seller. Any such assignment or pledge shall be subject to all the provisions and conditions of this Agreement. Any assignment in violation of this Paragraph will be deemed void.

7. **Buyer Generation:** Buyer may install generation capability, such as diesel, natural gas, or solar generation facilities, etc. ("Buyer Generation"); provided, however, Buyer must provide Seller with one-hundred eighty (180) days advance written notice prior to the date electric production begins. Notwithstanding any other provision in this Agreement, upon delivery of such written notice the Parties will reasonably determine a liquidation amount for the remaining Monthly Forecasted Usage which will be off-set by the Buyer Generation. If the Parties are unable to agree on a liquidation amount, then the product will change to a block + ISO Published Index-Rate where Buyer agrees to purchase all historical shaped load (pre-installation of Buyer Generation), calculated by interval and grossed up for line losses ("Shaped Load"), at the Commodity Rate and any electricity sold below the Shaped Load or purchased above the Shaped Load will be settled at the applicable ISO Published Index-Rate and charged or credited back to the Buyer, as the case may be ("Block + Index Rate"). If notice of Buyer Generation is not provided to Seller but Seller subsequently determines that Buyer Generation was installed, then Seller may cancel and re-bill at the Block + Index Rate for all time periods in which Buyer Generation was installed.

8. **Confidentiality:** Neither Party shall disclose the terms of this Agreement to a third party (other than the Party's affiliates, employees, lenders, counsel, consultants, accountants, and other parties who have a need to know of them and that agree to keep such terms confidential), except to comply with obligatory law, order or regulation.

9. **Force Majeure:** Seller will make commercially reasonable efforts to provide electricity hereunder but Seller does not guarantee a continuous supply of electricity to Buyer. Certain causes and events out of the control of Seller ("Force Majeure Events") may result in interruptions in service. Seller will not be liable for any such interruptions caused by a Force Majeure Event, and Seller is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the TDU (including, but not limited to, a facility outage on electric facilities), or any other cause beyond Seller's control.

10. **Forward Contract:** The Parties acknowledge and agree that this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

**11. LIMITATION OF LIABILITY; WAIVER:** FOR BREACH OF ANY PROVISION WHERE AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE BREACHING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE BREACHING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT OR OTHERWISE. FURTHER, BUYER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESS OR IMPLIED, IS GIVEN OR INTENDED TO ARISE OUT OF THE AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN AND SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PRUPOSE OR USE.

**12. Taxes:** Buyer will be responsible for the payment of all Taxes imposed on Buyer with respect to the sale, delivery and purchase of the commodities hereunder. "Taxes" shall mean without limitation, all ad valorem, property, occupation, utility, gross receipts, sales, use, franchise, assessment fees, excise and other taxes, governmental charges, reimbursable taxes, emission allowance costs, licenses, permits and assessments, and any such similar taxes other than taxes levied on Seller's net income. If applicable, Buyer will be responsible for providing sales tax exemption certificates. Until provided, Seller will not recognize any such exemption and Seller will not be responsible for the collection of any Tax paid in error prior to such notice being made.

**13. Notices:** All notices to be provided hereunder shall be in writing and may be sent by overnight courier, first class mail or hand delivered. Notices to Buyer shall be delivered to its Business Address located on the front page of any applicable CSA unless it is blank, in which case one of its Service Addresses will be deemed its notice address. Notices to Seller shall be delivered to Digital Power USA, INC. 1178 Broadway 3rd Floor 3379 New York NY 10001, Attn: Legal Department.

**14. Disclaimer of Reliance:** Buyer expressly warrants and represents that no promise, agreement, representation, inducement, or condition which is not herein expressed has been made to Buyer by Seller or any agent or representative of Seller in executing this Agreement. Buyer further warrants and represents Buyer is not relying upon any such promise, agreement, representation, inducement, or condition in executing this Agreement and hereby disclaims reliance on and waives any and all claims arising out of the same. Buyer represents and warrants that it is relying solely upon its own judgment in forming this Agreement, or that of its energy consultant or legal counsel, and Buyer understands Seller is relying upon all of Buyer's representations, including this Disclaimer of Reliance provision, in entering into this Agreement.

**15. Representations and Warranties:** As of the Effective Date hereof, each Party represents and warrants to the other that: (a) it is duly organized, validly existing and in good standing both in the jurisdiction of its formation and in the jurisdiction where the Accounts receiving electricity under this Agreement are located; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement and such performance shall not violate any of the terms or conditions in its governing documents, any contract to which it is a party or any law, rule or regulation applicable to it; (c) there are no bankruptcy, insolvency, receivership, reorganization or similar proceedings pending or being contemplated by it or to its knowledge, threatened against it; (d) it has reviewed and understands this Agreement and the execution, delivery and performance of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery or receipt of electricity under this Agreement. Buyer further represents and warrants to Seller during the Supply Term that: (a) it intends to operate its business in substantially the same manner as it has in the previous 12 months and that the Forecasted Monthly Usage and, if applicable, its current TPLS, CPLS or peak load reasonably reflect Buyer's anticipated Usage; and (b) the information provided concerning its Accounts is true and correct. Buyer understands that Seller is relying on such representation to price and hedge, if applicable, Buyer's Forecasted Monthly Usage and any operational deviation caused by Buyer's actions or inactions could cause material damage to Seller.

**16. Governing Law, Venue and Attorney's Fees:** This Agreement will be interpreted in accordance with the substantive and procedural laws of the State of New York without giving effect to laws and rules governing conflicts of laws. Venue shall be in New York City, New York. If a proceeding is commenced to resolve any dispute that arises out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees from the other Party, including out-of-pocket costs incurred from such proceeding, in addition to any other relief to which such prevailing Party may be entitled.

17. **Waiver of Trial by Jury:** EACH PARTY HERETO WAIVES KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL FOR ALL MATTERS ARISING OUT OF OR RELATED TO THIS AGREEMENT.

18. **Information Release Authorization:** Buyer authorizes Seller to obtain and review information regarding Buyer's credit history from credit reporting agencies and the following information from the TDU: consumption history, billing determinants, account number, load profiles, payment history and 12 months of interval-metered consumption, tax status, and eligibility for economic development or other incentives and other information necessary to support Buyer's obligations under this Agreement. This information may be used by Seller to determine whether it will commence and/or continue to provide energy supply service to Buyer and will not be disclosed to a third party unless required by law. Buyer's execution of this Agreement shall constitute authorization for the release of this information to Seller. Consistent with applicable regulatory requirements, Seller will hold in confidence all information obtained by Seller from Buyer related to the provision of services under this Agreement and which concern energy characteristics and use patterns, except that Seller may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing Buyer in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify Buyer. Further, if Buyer is represented by a third party aggregator, broker or consultant ("Buyer's Representative") with respect to the terms of this Agreement or any other commodity agreement, Buyer hereby authorizes Seller to disclose information and other data to Buyer's Representative including but not limited to this Agreement, invoices and payment information.

19. **General:** It is the intention of the Parties that this Agreement contains all terms, conditions and protections in any way related to or arising out of, the sale and purchase of the commodity(ies), and supersedes, for the Supply Term, all prior agreements between the Parties, whether written or oral. This Agreement may not be modified or amended except in a written form duly executed by the Parties hereto; provided, however, electronic messages sent by one Party and acknowledged by the other, agreeing to amend an existing, fully executed written Agreement, shall be deemed a writing signed by authorized representatives of both Parties. Examples of what may be amended through such electronic messages, includes, but is not limited to, a change in the Buyer's billing address or a request for the addition or deletion of Accounts from any valid CSA. There are no third-party beneficiaries to this Agreement. No waiver of any obligation under this Agreement will be effective unless such waiver is in a writing signed by an officer of the Party granting the waiver and no such failure to enforce a provision of this Agreement will be construed as a waiver of same or any other provision on any occasion. If any provision of this Agreement is held to be invalid, its invalidity shall not affect the validity of any other provision of this Agreement. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement. In addition, the Parties agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The Parties further waive any right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

20. **Change in Law; Regulatory Change:** 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 ("Change in Law") which impacts any term, condition or provision of this Agreement including, but not limited to rate, Seller shall have the right to modify this Agreement to reflect such Change in Law or terminate the Agreement. If the Change in Law causes Seller to incur any increased costs, Seller is authorized to invoice Buyer for such costs and Buyer will be obligated for payment of same in accordance with the terms of this Agreement. If the Seller seeks to terminate the Agreement due to Change in Law, then Seller shall provide at least 30 day written notice prior to termination to the Buyer.

21. **Material Changes in Buyer Operations Allowing Modification to Fixed Price:** Buyer is obligated to immediately inform Seller if there is a change in Buyer's operations that will materially impact its electricity demand and/or usage during the term of the Agreement including, but not limited to, changes in hours of operation, facilities, business process, or other changes under the control of the Buyer that may impact the cost to provide electricity supply to Buyer ("Material Change"). Seller agrees that an increase or decrease of twenty-five percent (25%) or less in Buyer's actual metered usage (not inclusive of any changes to Capacity Peak Load Share or Transmission Peak Load Share after the Start Date) for a month or forecasted usage for any month during the remainder of the term of the Agreement as compared to the forecasted monthly usage shown in Schedule A caused by any reason, including weather, is not a Material Change. In the event of a Material Change, Seller is entitled, at its sole discretion, to revise and restate Buyer's Commodity Rate or Cost Components at current market rates to reflect any increases to the cost to serve Buyer based on Buyer's changed operations.

The Parties, through their duly authorized representative's signatures below, have executed these Terms and Conditions as of the Effective Date.

<b>YOUR OFFER TO ENTER INTO THIS SUPPLY CONTRACT</b> (To be completed by you)	<b>CONTRACT ACCEPTANCE BY DIGITAL POWER USA, INC.</b> (To be completed by us)
Company	Company
Date	Date
Signed	Signed
Name (print)	Name (print)
Job Title	Job Title