



May 5, 2025

VIA E-FILE

Matt Homsher, Secretary
Pennsylvania Public Utility Commission
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: Digital Power USA, Inc. - Electric Generation Supplier License Application
Docket No. A-2025-3052849 Utility Code: 1127642

Dear Secretary Homsher:

Enclosed is Digital Power USA, Inc.'s Disclosure Statement and Contract Summary that has been approved by The Bureau of Consumer Services.

Please let us know if additional information is required.

Thank you,

A handwritten signature in black ink that reads "Krista M. Glentzer". The signature is written in a cursive, flowing style.

Krista Glentzer
Regulatory Manager

cc: Hana Muriel Schliachter Setteboun - Digital Power

Residential Disclosure Statement of Digital Power USA, Inc.

This is an agreement for electric generation service, between Digital Power USA, Inc. and *(customer's name and address)*.

We at Digital Power USA, Inc. are licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania.

Our PA PUC license number is A-2025-3052849.

We set the generation prices and charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will receive a separate bill from Digital Power USA, Inc., for supply charges and a separate bill from *(Electric Distribution Company name)* for its charges.

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

Deposit Requirements – Based on your creditworthiness, we may require a deposit.

Definitions

Generation Charge - The charge for producing electricity.

Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

Terms of Service

1. Basic Service Prices - *Only electricity supply*

FIXED PRICE:

You will pay a fixed price of *(Digital Power' price)* per kWh for electric supply service. This price includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

VARIABLE PRICE:

You have chosen a Variable Rate electric product, the rate for the electricity supplied pursuant to this Agreement during the first monthly billing cycle will be \$xxx/kWh. Thereafter, the rate will fluctuate at Digital Power's discretion. When setting rates, Digital Power will consider numerous factors including, but not limited to current conditions on the PJM wholesale electricity market, the cost of obtaining electricity from all sources, capacity costs, settlement costs, costs of ancillary services, hedging costs, balancing costs, line loss

costs, costs to comply with any applicable Renewable Portfolio Standards, Digital Power's expenses and margins, and all applicable taxes, fees, or assessments. This rate includes Transmission Charges and estimated total state taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. **There is no limit on how much the rate may change from one billing cycle to the next. The rate may be higher or lower than the EDC's rate in any particular billing cycle. There is no cap on the rate.** You will receive notice of variable rate changes when you receive the bill with that rate.

More information about this variable price product, including what this price has been for the past 24 months, can be found at (www.dgtpower.com) or you can call 877-856-0016.

2. Duration of Agreement

Fixed– You will receive your electricity supply service for the above address from Digital Power USA, Inc. beginning on the date set by your electric distribution company (EDC) and will continue for XX months (or billing cycles).

Variable - You will receive your electricity supply service for the above street address from Digital Power USA, Inc. beginning on the date set by your electric distribution company (EDC) and will continue on a month-to-month basis.

3. Penalties, Fees and Exceptions

(If Fixed) If you terminate this contract beyond the Recission Period, you will be charged an early termination fee of \$50.00.

(If Variable) There is no early cancellation fee associated with electric contracts for variable rate service.

4. Cancellation Provisions

Non-Payment – If your electric service is terminated by your electric distribution company, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electric generation services up to the date of termination.

Company-Initiated Cancellation - If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

Company-Initiated Cancellation - If we cancel this because you provide inaccurate or misleading information, you do not pay your invoices, or you otherwise breach your obligations of the contract, then you will owe us for amounts unpaid for our charges for electric generation services up to the date of termination and all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under the contract.

Customer-Initiated Cancellation – If you cancel this agreement before the end of the initial term, you will owe us for amounts paid up to the date of cancellation and we will charge the early termination fee mentioned above.

Customer Move – If the customer moves from the address listed above, this agreement is cancelled. Cancellation is effective on the date set by your EDC.

5. Renewal Provision/Agreement Expiration/Change in Terms

(If Fixed) Customer will receive two (2) separate notices before the contract ends or the changes happen. You will receive the first notice forty-five (45) to sixty (60) days before, and the second notice thirty (30) days before the expiration date or the date the changes become effective. These notifications will explain your options. Customer will not be subject to a penalty or fee if the customer terminates the contract at any time between the date the options notice is issued and the expiration of the contract.

(If Variable) If Digital Power USA, Inc. 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. Customer will not be subject to a penalty or fee if the customer terminates the contract at any time between the date the options notice is issued and the expiration of the contract.

6. Net Metering – If you have a net meter, you will no longer receive energy credits from your utility. Digital Power USA, Inc., is not responsible for payment of any net metering credits.

7. Contract 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 receivable 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. If the contract is assigned, Digital Power shall inform you, the customer, of this and explain that prior to any contract assignment, Digital Power will provide notice to you with the name of the new electric generation supplier (“EGS”), the contact information for the new EGS, the estimated month and year that the assignment is expected to occur, and language informing the customer that contract terms and conditions will remain unchanged.

8. Consent to Obtain Customer Information

Buyer hereby agrees to all terms and conditions and authorizes the EDC 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 EDC to complete the switch to Seller for electricity supply service in accordance with the EDC’s tariffs and applicable statutes and regulations. This authorization shall remain in effect until revoked in writing by the undersigned.

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. Dispute Procedures

Contact us with any questions concerning our terms of service. Information about shopping for an electric supplier is available at www.papowerswitch.com or by calling the Pennsylvania Public Utility Commission at (800) 692-7380 or writing to 400 North Street, Harrisburg, PA 17120. Information is available from the Pennsylvania Office of Consumer Advocate at www.oca.state.pa.us or (800) 684-6560.

10. Contact information

Digital Power USA, Inc.
PA PUC License Number: A-2025-3052849
1178 Broadway, 3rd Floor #3379, New York, NY 10001
877-856-0016
www.dgtpower.com

Electric Generation Supplier Contract Summary - Fixed Price

Electric Generation Supplier Information	Digital Power USA, Inc. 877-956-0016 www.dgtpower.com Digital Power USA, Inc. is responsible for generation charges.
Price Structure	Fixed
Generation/Supply Price	[] ¢/kWh
Statement Regarding Savings	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, saving are not always guaranteed.
Deposit Requirements	Based on your creditworthiness, we may require a deposit.
Contract Start Date	We will begin providing electric service to you on a date selected by your EDC.
Contract Duration/Length	[XX] months
Cancellation/Early Termination Fees	(If Fixed) If you terminate this contract beyond the Recission Period, you will be charged an early termination fee of \$50.00.
End of Contract	(If Fixed) Customer will receive two (2) advance written notices from Digital Power USA, Inc., 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.
Right of Rescission:	You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure. You can contact us by phone, in writing or via email to cancel this Agreement. See Section 10 for how to contact us.

Electric Generation Supplier Contract Summary – Variable Price

<p>Electric Generation Supplier Information</p>	<p>Digital Power USA, Inc. 877-956-0016 www.dgtpower.com</p> <p>Digital Power USA, Inc. is responsible for generation charges.</p>
<p>Price Structure</p>	<p>Variable: When setting rates, Digital Power will consider numerous factors including, but not limited to current conditions on the PJM wholesale electricity market, the cost of obtaining electricity from all sources, capacity costs, settlement costs, costs of ancillary services, hedging costs, balancing costs, line loss costs, costs to comply with any applicable Renewable Portfolio Standards, Digital Power’s expenses and margins, and all applicable taxes, fees, or assessments. This rate includes Transmission Charges and estimated total state taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. There is no limit on how much the rate may change from one billing cycle to the next. The rate may be higher or lower than the EDC's rate in any particular billing cycle.</p>
<p>Generation/Supply Price</p>	<p>[] ¢/kWh First billing cycle rate as included specifically in the supply agreement. All fees that may be added to the variable price will be pre-determined and included specifically in the supply agreement.</p>
<p>Statement Regarding Savings</p>	<p>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, saving are not always guaranteed.</p>
<p>Deposit Requirements</p>	<p>Based on your creditworthiness, we may require a deposit.</p>
<p>Contract Start Date</p>	<p>We will begin providing electric service to you on a date selected by your EDC.</p>
<p>Contract Duration/Length</p>	<p>Month-to-Month until cancelled by either party.</p>
<p>Cancellation/Early Termination Fees</p>	<p>There is no early cancellation fee associated with electric contracts for variable rate service.</p>
<p>End of Contract</p>	<p>If Digital Power USA, Inc. 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</p>

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Right of Rescission:	You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure. You can contact us by phone, in writing or via email to cancel this Agreement. See Section 10 for how to contact us.