

PENNSYLVANIA RESIDENTIAL AND SMALL BUSINESS (SMALL COMMERCIAL) FIXED PLAN

Disclosure Statement and Terms of Service | EGS License No. A-2018-3005112

Background and Agreement

Powervine Energy, LLC ("Powervine") is an Electric Generation Supplier ("EGS") licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electric generation service in Pennsylvania, License No. A-2018-3005112. This Disclosure Statement and Terms of Service ("TOS"), the EGS Contract Summary, and any enrollment confirmation or product-specific attachment provided with the offer together form the "Agreement." Please keep a copy for your records.

Powervine supplies the competitive generation portion of your electricity service. Your electric distribution company ("EDC") continues to deliver electricity, maintain local facilities, read the meter, respond to outages and emergencies, and provide regulated distribution services. PJM Interconnection, L.L.C. ("PJM") administers regional wholesale electricity markets and coordinates transmission operations; PJM is not your retail supplier or EDC.

Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Customer Eligibility

Residential Customer. A customer receiving electric service under an EDC residential rate classification for personal, family, or household use.

Small Business Customer (Small Commercial). A person, sole proprietorship, partnership, corporation, association, or other business entity receiving electric service under a small commercial, small industrial, or small business rate classification whose maximum registered peak load was less than 25 kW within the last 12 months.

This form is intended only for Residential Customers and qualifying Small Business Customers. Other commercial customers should receive Powervine's applicable commercial agreement.

Key Definitions

- **EGS:** an Electric Generation Supplier licensed by the PUC to sell competitive electric generation service.
- **EDC:** the electric distribution company that delivers electricity to the premises and remains responsible for local distribution facilities, meters, outages, and regulated delivery charges.
- **Generation Charge:** the charge for producing or purchasing the electricity supplied to you.
- **Transmission Charge:** the charge for moving high-voltage electricity from generation facilities to the EDC distribution system.
- **Basic Service Charges:** charges directly related to electric generation or transmission service that are part of the electricity supply offer.
- **Nonbasic Services:** optional recurring services that are separate from and not required for the physical delivery of electric service.
- **PJM:** PJM Interconnection, L.L.C., the regional transmission organization that administers wholesale energy and ancillary-services markets and coordinates transmission operations in the region.

1. Term and Start of Service

The fixed-duration Agreement applies to the Service Address identified in the enrollment record and begins on the date the EDC makes the switch effective, unless a later date is agreed. The contract duration is stated in the EGS Contract Summary. The EDC determines the actual switch date and meter-read cycle.

2. Fixed Price, Charges, Taxes, and PJM Costs

You will pay the fixed generation/supply price stated in the EGS Contract Summary. The agreed price must match the marketed and billed price. The disclosed generation charge includes the electric generation and transmission components required for an all-inclusive Pennsylvania supply-price comparison and an estimate of applicable taxes other than State sales tax and county tax, as applicable. EDC distribution charges and applicable sales taxes are separate.

For this fixed-price product, routine changes in PJM wholesale energy, capacity, ancillary-service, settlement, or other market costs do not independently change the fixed retail supply price during the fixed duration. Powervine remains responsible for its applicable wholesale-market and load-serving obligations under PJM governing documents, directly or through its market counterparties.

All basic and nonbasic charges, recurring fees, nonrecurring fees, incentives, add-ons, and exclusions applicable to the offer must be identified in the EGS Contract Summary. If the unit price varies based on usage or the offer includes any fee in addition to the unit price, the EGS Contract Summary/disclosure must show the all-in average price per kWh at 500, 1,000, and 2,000 kWh usage levels.

Powervine does not guarantee savings compared with the EDC price to compare. The EDC price to compare may change during this Agreement.

3. Billing and Payment

Unless the EGS Contract Summary states otherwise, your EDC will issue a consolidated bill containing the EDC's regulated charges and Powervine's generation charges. You agree to use the EDC's meter measurements for billing. Amounts are due according to the EDC bill and applicable rules. If consolidated billing becomes unavailable, Powervine will provide any required notice and use a lawful billing method before charging you directly.

Any Powervine deposit, late fee, returned-payment fee, collection charge, or other payment-related amount must be specifically disclosed in the EGS Contract Summary or other required disclosure before enrollment and may be imposed only to the extent permitted by applicable law.

4. Right of Rescission

YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU RECEIVE THIS DISCLOSURE STATEMENT. THIS THREE-BUSINESS-DAY RIGHT OF RESCISSION MAY NOT BE WAIVED.

You may rescind orally, in writing, or electronically (when available) by contacting Powervine using the Contact Information below. Powervine will process a timely rescission without penalty. Ordinarily, Powervine will notify the EDC of your selection after the rescission period ends; Pennsylvania rules permit earlier EDC notification upon customer consent, but that consent does not waive the three-business-day right of rescission.

5. Customer Cancellation and Early Termination Fee

EARLY TERMINATION FEE: \$0.00 UNDER THIS FORM. YOU WILL NOT BE SUBJECT TO A PENALTY OR FEE IF YOU TERMINATE AT ANY TIME BETWEEN THE DATE THE OPTIONS NOTICE IS ISSUED AND EXPIRATION OF THE FIXED-DURATION CONTRACT.

You may cancel at any time. Cancellation becomes effective when processed by the EDC, and you remain responsible for charges for service supplied through the effective switch or cancellation date. If the customer moves from the Service Address, service under this Agreement ends for that location unless the parties lawfully arrange a transfer.

6. Powervine Cancellation, Nonpayment, and Eligibility

If electric service is terminated by the EDC, this Agreement ends when the EDC terminates service. Powervine may cancel supply service for a lawful reason stated in this Agreement, including if the EDC determines that the account is ineligible for competitive supply or no longer fits the customer class for which the offer was made. Powervine will provide any notice required by Pennsylvania law before a supplier-initiated cancellation. Powervine is not the EDC and does not physically disconnect the premises from the distribution system.

If a customer misrepresents eligibility for a Residential or Small Business offer, Powervine may end the Agreement as allowed by law, but charges imposed as a result of the misclassification must have been properly disclosed and be lawful. This form does not authorize an undisclosed market-cost or penalty charge.

7. Contract Expiration, Renewal, and Change in Terms

If you have a fixed duration contract that will be ending, or whenever Powervine wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45 to 60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.

The initial notice will describe the proposed change or upcoming expiration and explain when the follow-up options notice will be sent. The options notice will explain how to accept any proposed changes, choose another Powervine offer, select another EGS, or return to default service, and will provide required renewal pricing information.

If you do not respond to the options notice, Powervine will handle any continuation only as permitted by 52 Pa. Code § 54.10. If you are converted to month-to-month service, Powervine will provide the required disclosure and advance pricing notices. If you are entered into a new fixed-duration contract without an affirmative response where Pennsylvania rules permit it, the contract must allow cancellation at any time without a cancellation fee. No early termination fee applies from the date the options notice is issued through expiration of the current fixed-duration contract.

8. Customer Information Release and Privacy

By entering into this Agreement, you authorize the EDC to release to Powervine the customer account information reasonably necessary to enroll and serve the account, including account holder name, account number or customer identifier, service and billing addresses, rate classification, meter information, historical and future usage data, and billing/payment information where needed for consolidated billing and account administration. Powervine may use this information for enrollment, supply, billing, customer service, credit/collection functions, regulatory compliance, and administration of the Agreement.

Powervine will maintain the confidentiality of personal information, including your name, address, telephone number, electric usage, and historic payment information, as required by applicable PUC regulations and Federal and State law. Powervine may provide information to service providers, affiliates, the EDC, regulators, or others when reasonably necessary to perform the Agreement or as permitted or required by law.

9. Renewable Products, Incentives, and Nonbasic Services

Any renewable content, renewable energy certificate treatment, sign-up bonus, rewards program, add-on, limited-time offer, nonbasic service, special service, price, duration, eligibility condition, or exclusion is part of the Agreement only if it is clearly identified in the EGS Contract Summary or another disclosure provided at enrollment. Electricity delivered to your premises is physically supplied from the integrated grid and is not guaranteed to originate from a particular generating facility.

10. Complaints and PUC Information

Contact Powervine using the information below with questions or complaints. If you are not satisfied after discussing the matter with Powervine, you may contact the Pennsylvania Public Utility Commission at 1-800-692-7380. Information about shopping for an electric supplier is available at www.PaPowerSwitch.com. The Pennsylvania Office of Consumer Advocate may be contacted at 1-800-684-6560 or at www.oca.state.pa.us.

11. Assignment

This Agreement is assignable by Powervine only to another supplier that is licensed and authorized to provide the applicable service and only in accordance with Pennsylvania requirements. Before an assignment, Powervine will provide required notice to you, the affected EDC, and the PUC. The customer notice will identify the new EGS and its contact information, the estimated month and year of the assignment, and will state that the contract terms and conditions remain unchanged.

12. Outages, Emergencies, Delivery, and PJM

Contact your EDC, not Powervine or PJM, to report an outage, emergency, downed line, meter issue, or power-quality problem. The EDC is responsible for local distribution facilities and meter data. PJM coordinates the regional transmission system and wholesale markets. Powervine is responsible for arranging competitive generation supply and for applicable PJM market/load-serving obligations; those wholesale obligations do not make the retail customer a PJM market participant.

13. Force Majeure

Powervine will use commercially reasonable efforts to perform its obligations. Neither party is responsible for a failure or delay caused by an event beyond its reasonable control and not caused by its fault or negligence, including severe weather, acts of God, war, terrorism, labor disturbances, governmental orders, emergency or curtailment directives, or failure or unavailability of EDC or PJM systems. The affected party will use commercially reasonable efforts to mitigate the effect and resume performance.

14. Notices and Electronic Communications

Required notices will be provided by the method and within the time required by Pennsylvania law. If you elect electronic communications, notices that may legally be delivered electronically will be sent using the communication method you selected. Keep your mailing address, email address, and telephone number current with Powervine and your EDC. Your consent to electronic account communications does not waive any nonwaivable customer protection.

15. Limits on Warranties and Damages

To the fullest extent permitted by applicable law, Powervine is not responsible for the EDC's distribution facilities, outages, meter failures, or interruptions that Powervine does not cause. Any limitation of liability or warranty disclaimer in this Agreement does not waive or restrict rights that cannot legally be waived, including the right to seek assistance from the PUC. Powervine makes no warranty that choosing Powervine will result in savings compared with EDC default service.

16. Governing Law; Severability; Entire Agreement

This Agreement is governed by the laws of the Commonwealth of Pennsylvania and applicable federal law, PUC regulations and orders, EDC tariffs, and, as relevant to Powervine's wholesale obligations, PJM governing documents. If a provision conflicts with a nonwaivable requirement of applicable law, that requirement controls and the remaining provisions remain effective. The EGS Contract Summary, this TOS, and applicable enrollment/product attachments constitute the entire Agreement for the covered electricity supply service.

Contact Information**Powervine Energy, LLC**

5051 Westheimer Rd., Ste. 1400, Houston, TX 77056

Toll-Free: 888-263-2806 | Customer Service Hours: Monday-Friday, 8:00 a.m.-5:00 p.m. Eastern Time

Email: service@powervineenergy.com | Web: www.powervineenergy.com

Pennsylvania License/Certificate: A-2018-3005112