



Powervine Energy, LLC
Pennsylvania Electric Choice Sales Agreement-Commercial

Customer Information

Business Name:	
Contact Name:	Email:
Phone:	Tax Exempt: Yes ___ No ___ Partial ___
Company Address:	

Billing Information

Usage Variance: 100%	Billing Method: Utility Consolidated
Billing Contact Name:	Billing Phone:
Billing Email:	Billing Address:

Account Information

Utility*	Account Number	Rate Class	Annual Usage	Service Location

*Please see Eligibility Section in the Terms of Service for accepted utilities and Utility Abbreviations.

Contract Summary

Electric Generation Supplier (“EGS”) Information	Powervine Energy, LLC www.powervineenergy.com Ph: 1-888-263-2806 Email: service@powervineenergy.com Powervine Energy will charge you for generation services on your utility bill based on the terms of the Contract Summary and Terms of Service. PA License Number: A-2018-3005112
Price Structure	FIXED PRICE
Generation/Supply Price	\$_____/kWh including GRT. See “Contract Price” section for details.
Other Fees	None.
Special Terms/Incentives	None.
Deposit Requirements	None.
Statement Regarding Savings	The rate per kilowatt hour may not always provide savings to you.
Contract Start Date	_____. Your official start date will be determined by your EDC and you may not go on flow for 1 – 2 billing cycles. Powervine is not responsible or liable for any loss, cost, charge, damage, or fee incurred by or assessed to Customer related to the date on which your electric utility switches your service to Powervine.



Contract Term/Duration	_____ billing cycles
Cancellation/Early Termination Fees	The Early Cancellation Fee shall be equal to the positive difference, if any, of the Contract Price less the Current Market Price multiplied by the amount of electric energy supply Customer failed to consume calculated based on historical usage.
End of Contract/Renewal Terms	Upon expiration of the initial term, you will receive two separate notices. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notifications will explain your future options. If you take no action after the initial term of this Agreement expires, this Agreement will automatically renew on a month-to-month basis under Powervine’s Competitive Market Price Program without cancellation fee.
Right of Rescission	FOR SMALL BUSINESS CUSTOMERS ONLY: You have the right to rescind your enrollment without penalty at any time before midnight of the third (3rd) business day after receiving this Disclosure Statement by contacting Powervine. To exercise this right, you may: 1) contact us in writing at the address above, 2) contact us by phone at the number above, or 3) contact your Utility.

I have read and agree to the Terms of Service of this Electric Choice Sales Agreement and acknowledge receipt of a copy of this Agreement. I affirm that I am an authorized representative of the company listed above and that I have the authority to make decisions on behalf of the company regarding its choice of Powervine for its electric generation supplier. By signing this Agreement, I authorize the change of my electric service provider from my current provider to Powervine for the accounts listed above, in accordance with the attached Terms of Service which I am accepting as part of my enrollment with Powervine. This Agreement is with Powervine Energy, LLC, an Electric Generation Supplier (EGS), NOT the Utility.

POWERVINE RESERVES THE RIGHT TO REJECT ANY AGREEMENT FOR ANY REASON.

Seller: Powervine Energy, LLC	Customer:
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



Powervine Energy, LLC Commercial Terms of Service

Powervine Energy, LLC (“Powervine” or “we” or “our”) is licensed by the Pennsylvania Public Utility Commission (“Public Utility Commission” or “PUC”) to offer and supply electric generation services in Pennsylvania. Powervine’s Pennsylvania license number is A-2018-3005112. Powervine agrees to sell, and you agree to buy, your electric generation service for your business at the price and on the terms and conditions as specified in the Electric Disclosure Statement, and in this Transaction Terms and Conditions. Price and other terms of this Agreement are subject to change as provided below. This Transaction Terms and Conditions together with your (“I” or “you” or “Customer”) signed Electric Disclosure Statement consist of the agreement for electric service between you and Powervine (“Agreement”).

Key Definitions

Customer Charge – The basic service charge to partially cover costs for billing, meter reading, equipment and service line maintenance. If Customer selects a new supplier, the name, address and telephone number for both Customer’s distribution and supplier company will appear on Customer’s bill.

Default Service Provider – this is typically the electric utility that provides generation services to those who do not choose another supplier, are unable to find a supplier willing to serve them, or no longer receive generation services from another supplier.

EDC– the public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by PUC. Exceptions include building or facility owners or operators that manage their internal distribution system and supply electric power and electric services to occupants of the building or facility. Your EDC will continue to deliver your electricity, read your meter, and bill for distribution charges. In the event of a service outage or emergency, please contact your EDC.

Early Cancellation Fee – the fee assessed to customers to cover damages and/or to cover administrative costs resulting from a customer who cancels or causes their account(s) to be cancelled prior to the completion of the Term of their Agreement.

EGS – abbreviation for “Electric Generation Supplier”. A company licensed by the Pennsylvania Public Utility Commission that sells electricity to customers, using the transmission or distribution facilities of an electric distribution company (“EDC”).

Fees – taxes, fees, assessments, government charges and charges levied by the Local Utility for distribution and other

services and taxes, fees and charges levied by us or any other entity authorized to levy taxes, fees or charges for or related to the Services. This may include, but shall not be limited to, Utility taxes and change fees, gross receipts taxes, and sales or use taxes imposed on Powervine and/or Customer by federal, state, and/or local authorities that Powervine passes through to Customer.

Fixed Plan – the period during which you have authorized us to supply you at the agreed upon and term and price described in the Contract Summary.

Generation Charge – the charge for producing electricity. If Customer purchases electricity from an electric supplier, Customer’s generation charge will depend on the contract between Customer and their supplier.

Rate – the amount per kWh charged to Customer for supply charges. The Rate does not include delivery service charges, applicable taxes, other Utility charges associated with providing Customer’s electricity service.

Renewable Energy Product – Supports renewable energy producers in the United States through the purchase of Renewable Energy Certificates equivalent to the power you consume.

Small Business Customer- The term refers to a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months.

Transmission Charge – the cost for transporting electricity from the generation source to Customer’s electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from their new supplier.

Eligibility: By entering into this Agreement, you represent and agree that the account(s) served by Powervine under this Agreement is (are) (i) commercial account(s) in your Utility’s service territory, (ii) the account information listed on the Agreement is complete and accurate, (iii) and that your total aggregated annual usage does not exceed 1,000,000 kWh for the preceding 12 months. You confirm that you are the customer of record for this electric account(s), and that you are authorized to make the supplier change for the account information in this Agreement. Participation in the program is subject to the rules of their EDC. Please see below for the accepted Utility service territories for this Agreement:

Utility Abbr.	Utility Name	Utility Abbr.	Utility Name
PECO	PECO Energy Company	PNL	Pennsylvania Electric Company (Penelec)
PPL	Pennsylvania Power & Light	PP	Pennsylvania Power Company (Penn Power)
MetEd	Metropolitan Edison Company (Met-Ed)	N/A	N/A



Term: Service shall commence on the first available Utility Transfer Date on or about the State date and will continue for the number of months thereafter as indicated by Contract Term on the Contract Summary ("Initial term"). Upon expiration of the initial term, you will receive two separate notices. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notifications will explain your future options. If you take no action after the initial term of this Agreement expires, this Agreement will automatically renew on a month-to-month basis under Powervine's Competitive Market Price Program without cancellation fee or providing additional notification, which will charge a variable rate based on then-current market conditions.

Contract Price: Customer shall pay the contract price listed on the Contract Summary per kWh of electricity consumed in a billing cycle. The price for both the initial and renewal term includes non-utility charges including energy, ancillary services, congestion, capacity, losses, and current network integrated transmission and transmission enhancement charges (provided that changes to rate effective after contract execution may be passed through to Customer). It does not include Taxes (excluding GRT) or Utility Related Charges. Installed (or unforced) capacity pricing may be adjusted by the final net load clearing price for periods outside the PJM RPM Base Residual Auction rates cleared as of the contract dates. The Contract Price may be modified due to a subsequent change in law per the Regulatory Change Section.

Price Comparison: The Rate per kilowatt hour may not always represent savings over the EDC's price to compare. The EDC's standard offer rates will change from time to time and therefore Powervine cannot guarantee savings compared to the EDC's standard offer rates during the term of this Agreement or any renewals. If savings were promised to you, such savings were calculated against the EDC's standard offer Residential Service rate or the General Service rate as of the date of the offer. You acknowledge that we have disclosed to you the basis of this comparison prior to entering into this Contract and that any savings we show are not guaranteed for the entire term of this Agreement, or for any renewals.

Billing: For your convenience, you will continue to receive one bill from your EDC including Powervine's charges for Generation, and Generation Related Services for the electricity consumed during the billing cycle. Electricity consumption will continue to be measured or estimated by your EDC. You hereby agree to pay your bill on time in accordance with your EDC's billing and payment terms. For billing questions, call Powervine toll free at 1-888-263-2806, or Customer's EDC. Should the Utility cease providing consolidated billing for your account and/or commence billing us for any charges relating to you, we will bill you and you will pay us for all such charges. You will be billed additional charges, including taxes and charges to distribute the electricity to your home, from the Utility consistent with its filed tariffs. You are responsible for paying any new or increased taxes, fees or other charges imposed on us or you in connection with our supply of electricity to you during the Term of this Agreement. Powervine reserves the right to change billing methods. If we change our methods, we will send you advance written notice either in our bills or in separate mailing before the effective date of any such change.

Budget Billing: If you are interested in budget billing for your generation charges, contact us for additional information and availability. Contact your Utility for questions related to budget billing of the Utility's charges. You authorize Powervine to bill you directly if necessary, to collect any amount hereunder.

Renewal Provisions/Change in Terms: THIS AGREEMENT WILL AUTOMATICALLY RENEW AS DESCRIBED IN THIS SECTION. IN ORDER TO CANCEL BEFORE AN AUTOMATIC RENEWAL OF THIS AGREEMENT, PLEASE NOTIFY US IN WRITING OR BY PHONE AS DESCRIBED IN THIS AGREEMENT, 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 the change, and the second notice 30 days before the change. These notifications will explain your options. Unless otherwise indicated in your renewal notice, upon completion of the Term, this Agreement will automatically renew under the terms and conditions provided with your renewal notice (the "Automatic Renewal Term") unless cancelled with thirty (30) days' notice prior to the expiration of your Term.

If we propose to change the terms of we will send you two (2) advance notices in separate notifications between 30 and 60 days before the effective date of the changes. The first notice is sent to advise you of the upcoming change in terms of service. The second notice will provide your options.

Collection of Past Due Charges: Powervine will pass through to you all charges related to the collection of past due charges, including, but not limited to, collection agency fees, legal and court fees, and account termination fees. If Powervine directly invoices you, you are required to pay our invoices by the due date set forth in the invoice. WE RESERVE THE RIGHT TO CHARGE YOU INTEREST FOR ANY PAST DUE INVOICE AMOUNT AT 1.5% PER MONTH OR THE HIGHEST AMOUNT PERMISSIBLE UNDER APPLICABLE LAW, WHICHEVER IS LESS. IN ADDITION, YOU AGREE TO PAY US OUR COSTS INCURRED IN COLLECTING AMOUNTS OWED US, INCLUDING REASONABLE ATTORNEY'S FEES AND RETURNED CHECK CHARGES. IF YOU MAKE A PAYMENT FOR AN AMOUNT LESS THAN THE TOTAL AMOUNT DUE, WE MAY ACCEPT SUCH PAYMENT WITHOUT



PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES THAT WE MAY HAVE AGAINST YOU AND WE MAY APPLY IT TO YOUR ACCOUNT(S) AS A PARTIAL PAYMENT. IN ADDITION, IF YOU FAIL TO REMIT PAYMENT IN A TIMELY FASHION, YOU AUTHORIZE US TO REPORT THE DELINQUENCY TO ONE OR MORE CREDIT-REPORTING AGENCIES.

Taxes: Customer is responsible for paying any existing and/or new tax, which may be imposed during the Initial Term, associated with the Commodity sold at and after the effective date of this Agreement. The Contract Price does not include taxes that are or may be the responsibility of the Customer. Customer will reimburse Powervine for any taxes that Powervine is required to collect and pay on Customer's behalf and will indemnify, defend and hold Powervine harmless from any liability against all Customers' taxes. If Customer is tax exempt; Customer must furnish Powervine an exemption certificate before service commences before any exemption can be applied.

Regulatory Change: 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 price or, if there is a change to the manner in which any transporter, LDC, EDC, pipeline, PJM agency or any other authority implements or interprets any law, rule, regulation, tariff, or regulatory structure that increases Company's costs ("Change in Practice"), Company shall have the right to pass on such additional costs and/ or modify this Agreement to reflect such change. If at some future date there is a change in any law, rule, regulation, pricing structure or market condition whereby Company is prevented, prohibited, or frustrated from carrying out the terms of the Agreement, or if Company is unable to economically continue this Agreement, Company shall have the right to cancel this Agreement on 15 days' notice to Customer. Such termination will not constitute a breach of this Agreement.

Cancellation for Nonpayment: If your electric service is terminated by your Utility, you fail to pay any amount due under this Agreement, or Powervine receives notice from your Utility that you are delinquent in payments for sixty (60) days, or more, then this Agreement will be cancelled on the date that your electric service is terminated, or upon fifteen (15) days written notice from Powervine of its intention to cancel under this Section. You will be subject to all applicable Penalties and Fees as described in this Agreement, including the Early Termination/Cancellation and Collection of Past Due Charges sections.

Early Termination/Cancellation: Customer may terminate this Agreement by calling Powervine at 1-888-263-2806, or Customer's EDC. If Customer terminates this Agreement during the Term by either returning to Customer's EDC, terminating, or discontinuing service, or switching to another supplier, or any reason other than specifically for herein, Customer will be required to pay an Early Cancellation Fee. The Early Cancellation Fee shall be equal to the positive difference, if any, of the Contract Price less the Current Market Price multiplied by the amount of electric energy supply Customer failed to consume calculated based on historical usage. The Current Market Price is the wholesale price of energy as determined by Powervine in a commercially reasonable manner. The termination fee will be billed directly by Powervine to you and paid by you directly to Powervine. Payment is due within fifteen (15) days of the date of Company's invoice. Failure to pay on time may result in a late payment charge of 1.5% per month, or the maximum amount permitted by law. You will be liable to Powervine for any costs or legal fees incurred by Powervine related to the enforcement of this Agreement. Powervine reserves the exclusive right, at any time, to cancel this agreement (i) if the Utility identifies Customer's account as ineligible to shop for a retail provider (ii) Customer has net-metered accounts (iii) if the Utility removes Customer from the consolidated billing program and requires Powervine to bill Customer separately for energy supply and (iv) Customer's annual usage exceeds the maximum usage threshold for this program outlined in the eligibility section of this agreement. The items above, excluding items (i) and (iv), will constitute a breach of this Agreement and could result in an Early Cancellation Fee if applicable.

Agency: You hereby authorize Powervine to obtain information from your EDC that includes, but is not limited to: phone number, billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Powervine will not disclose phone number, social security numbers and/or account number(s) without my affirmative written consent other than for uses of Powervine's own collections and credit reporting or assigning a customer contract to another EGS provider.

Information Release Authorization: Throughout the Term, you authorize Powervine to obtain and review information from the EDC that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service, and, when charges hereunder are included on your EDC bill, billing and payment information from the EDC. You authorize Powervine to release such information to third parties that need to know such information in connection with your power and energy service and to Powervine's affiliates and subcontractors. Powervine is prohibited from disclosing your social security number and/or account number(s) without your consent except for Powervine's collections and credit reporting or assigning your contract to another energy supplier. If you provide an email address and/or phone number to Powervine, you authorize Powervine to send you notifications or otherwise contact you regarding your account, special offers, or other communication regarding your energy supply. You have the right to opt out of such communication at any time by notifying us by phone or email. These authorizations will remain



in effect as long as this Agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us at the number and/or address provided in this Agreement. We reserve the right to the extent permitted by law to reject your enrollment or terminate this Agreement in the event these authorizations are rescinded.

Title, Risk of Loss and Indemnity: Title to electricity will pass from Powervine to you when we deliver it to the delivery point for your EDC. Powervine will cease to have title to and risk of loss related to the electricity when it is delivered to the delivery point for your EDC. Each Party shall indemnify, defend and hold the other harmless from claims, demands and causes of action asserted by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided herein.

Emergencies and Power Quality: The Utility will continue to be responsible for distribution of electricity and for power outages, supply shortages, power quality and any emergencies. You will hold Powervine harmless in the event of a loss of power or supply shortage caused by any entity other than Powervine. If you have an electrical emergency, power outage or experience a reduction in power quality, you should contact the Utility at its emergency number.

Limitation of Liability & Force Majeure: Certain causes and events out of the control of Powervine (called Force Majeure events) may result in interruptions in service of supplying electricity. Powervine will not be liable for the results of any such interruptions caused by Force Majeure events, including but not limited to acts of God, catastrophic weather events, acts of any governmental authority, accidents, strikes, labor disputes, changes in laws, rules or regulation by any governmental authority, or any cause beyond Powervine's control. You agree that Powervine's liability not excused by reason of force majeure or otherwise will be limited to direct damages only and that in no event shall Powervine be held liable for any special, punitive, indirect, incidental, or consequential damages as a result of non-performance under this Agreement. Powervine makes no representations or warranties other than those expressly set forth in this Agreement, and expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose.

Representations and Warranties: Each Party represents and warrants that: (a) it is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business; (b) it has regulatory authorizations, permits and licenses necessary to legally perform all obligations; (c) the execution, delivery and performance of this Agreement are within its powers; (d) this Agreement constitutes a legally valid and binding obligation enforceable in accordance with its terms; (e) it is not Bankrupt and there are no reorganization, receivership or other proceedings pending or threatened against it; and (f) it has read this Agreement and fully understands all rights and obligations. Customer further represents that no account listed in this Agreement is a residence. POWERVINE MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

Assignment: You shall not transfer or assign this Agreement or your rights hereunder without the prior written consent of Powervine. Powervine reserves the right to assign this Agreement without your consent to another EGS, including any successor, in accordance with the rules and regulations of the Public Utility Commission ("PUC"). Your terms and conditions will remain unchanged. In the event of an assignment, Powervine will provide you with notice 30 days prior to the effective date of the assignment in accordance with PUC regulations.

Dispute Resolution: YOU AND POWERVINE ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

Choice of Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Pennsylvania without giving effect to any conflicts of law principles which otherwise might be applicable.

Questions, Complaints and Concerns: For any questions or concerns, contact Powervine Customer Service by phone at 1-888-263-2806 Monday through Friday from 8:00 a.m. - 5:00 p.m. EST; in writing at 525 N Cleveland Massillon Rd Ste 204, Akron OH 44333, or online at www.powervineenergy.com. For issues regarding volume or metering, you may also contact your EDC's customer service number. If you are not satisfied with the response, or to obtain education materials contact the Pennsylvania Public Utility Commission (PUC) Bureau of Consumer Services Division at 1-800-692-7380 online at www.puc.pa.gov, or by mail at P.O. Box 3265 Harrisburg, PA 17105-3265. Information about your EDC's Universal Service Program is available at their customer service number.



Public Utility Commission (PUC): The Pennsylvania Public Utility Commission can be reached by mail at P.O. Box 3265, Harrisburg, PA 17105-3265, or by phone at the Electric Choice Hotline Number at 1-800-692-7380 and their website address is <http://www.puc.state.pa.us/>.

To learn more about shopping for an electric supplier you may either contact the PUC at the phone number above, visit www.PaPowerSwitch.com or contact the Office of Consumer Advocate at 1-800-684-6560.

Misc. No modification to this Agreement will be enforceable unless in writing and executed by both Parties. This Agreement is subject to applicable laws and supersedes any previous promises, understandings and agreements. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, you agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If a provision cannot be modified in a manner that would make it valid, legal and enforceable, the provision shall be severed from the Agreement, and all other provisions shall remain in full force and effect. Any failure on our part to enforce any of the terms of this Agreement or to exercise any right under such terms shall not be considered a waiver of Powervine’s right to enforce each and every such term, exercise such right or exercise any other right under this Agreement. Indemnity obligations will survive termination.

I have read and agree to the Terms of Service of this Electric Choice Sales Agreement and acknowledge receipt of a copy of this Agreement. I affirm that I am an authorized representative of the company listed above and that I have the authority to make decisions on behalf of the company regarding its choice of Powervine for its electric generation supplier. By signing this Agreement, I authorize the change of my electric service provider from my current provider to Powervine for the accounts listed above, in accordance with the attached Terms of Service which I am accepting as part of my enrollment with Powervine. This Agreement is with Powervine Energy, LLC, an Electric Generation Supplier (EGS), NOT the Utility.

POWERVINE RESERVES THE RIGHT TO REJECT ANY AGREEMENT FOR ANY REASON.

Seller: Powervine Energy, LLC	Customer:
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: