

## Electric Generation Supplier Contract Summary

<b>Electric Supplier Information</b>	<p>Hudson Energy Services, LLC 105 Decker Ct., Suite 1050, Irving, TX 75062            Phone: 1-877-HUDSON 9, Fax: 1-877-832-4279,            Email: <a href="mailto:cspa@hudsonenergy.net">cspa@hudsonenergy.net</a>, Website: <a href="https://www.hudsonenergy.net/">https://www.hudsonenergy.net/</a>.            PUC License#: A-2010-2192137.</p> <p>Hudson Energy is a licensed energy supplier and is responsible for your electric commodity/supply charges. The Public Utility Commission regulates distribution prices and services.</p>
<b>Electric Price Structure</b>	Fixed
<b>Electric Supply Price (\$/kWh) Price without GRT</b>	
<b>Electric Supply Price (\$/kWh) Price with estimated GRT<sup>1</sup></b>	
<b>Statement Regarding Savings</b>	This Agreement does not guarantee financial savings.
<b>Deposit Requirements</b>	None
<b>Incentives</b>	Stability and protection so you'll never pay more than your secured rate for supply, even if utility supply rates change.
<b>Contract Start Date</b>	Energy service under the Agreement will begin on a date set by your Utility.
<b>Contract Duration/Length (months)</b>	
<b>Cancellation/Early Termination Fees</b>	\$250 per Location
<b>End of Contract</b>	You'll receive two separate notifications prior to the end of your contract approximately 60 days and 30 days prior to the expiration date. These notices will provide you with your options at that time.

<sup>1</sup> \* The Supply Price remains fixed regardless of monthly kilowatt hour "kWh" usage.



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[www.hudsonenergyservices.net](http://www.hudsonenergyservices.net)

This Offer Sheet, Electric Generation Supplier Contract Summary and the attached Commodity Master Agreement form the Agreement entered into by and between Hudson Energy Services, LLC ("HES") and \_\_\_\_\_ ("Customer").

This Agreement shall only become binding and enforceable upon the Effective Date of the Agreement. Nothing herein shall be deemed to require HES to execute the Agreement. The date on which HES executes this Offer Sheet will be deemed the "Effective Date" of the Agreement.

**Customer Information**

Customer Name:	
Billing Address:	
City, State, Zip Code:	
Contact Person:	
Phone:	
E-mail:	

**ESSENTIAL AGREEMENT INFORMATION**

- a) This Agreement is with Hudson Energy Services, LLC (HES), an Retail Energy Supplier and not affiliated with the Utility. Customer will continue to be supplied with Energy whether or not Customer successfully enrolls with HES.
- b) This Agreement covers only the cost of Energy itself (along with Greenpower, if selected). As always, Customer will remain responsible for certain additional costs or charges that may be assessed by third parties. See Section 7 for additional details.
- c) This Agreement does not guarantee financial savings. At any given time, Customer's Utility's energy commodity rates may be lower or higher than HES's prices for Energy.
- d) This Agreement can be automatically renewed on a month to month basis unless otherwise stated in the two notifications described in Section 5. **Customer will owe Exit Fees to HES if Customer causes this Agreement to end early (see Section 11). Automatic renewal rates may vary from month to month and will be posted on HES's web-site at [www.hudsonenergy.net/disclosures/](http://www.hudsonenergy.net/disclosures/).** Automatic renewals will not include Greenpower products.
- e) By signing this Agreement, Customer agrees to initiate Energy service with HES. HES, following its execution of this Agreement, agrees to supply Energy (along with Greenpower, if selected) at the Price Customer agrees to on the Offer Sheet. Customer will pay any related charges, plus applicable taxes.

**Offer Specifics  
Electricity**

Estimated Start Date (MM / YYYY)	
Term (months)	
Fixed Price (\$/kWh)	
Greenpower Price (\$/kWh)	\$0.0000
Total Price (\$/kWh)	
Total Price with GRT (\$/kWh)**	

*\*\*Price shown with gross receipts tax ("GRT") for comparative purposes; state and local sales taxes excluded.*

**Included Accounts  
Electricity**

Utility	Utility Account Number	Service Address

**Product-Specific Terms**

**Electricity Price and Pass-through Charges**

The Fixed Price listed above includes the following commodity component costs: wholesale energy (kWh usage), capacity, transmission, ancillary services, line losses, renewable portfolio standard, PJM charges and uplifts, and HES's costs to serve Customer.

**Exit Fees (Liquidated Damages)**

If this Agreement ends early due to Customer's Default, Customer shall pay liquidated damages to HES as defined below. Further details regarding Default and Exit Fees are provided in Section 9 and Section 11.

- Exit Fee - if at any time prior to the last day of any Location(s) Estimated Start Date, plus the Term, a Location ends early due to Customer's Default, Customer shall pay Exit Fee of \$250 per Location to HES.

Customer is advised to review in detail the Commodity Master Agreement. In particular, see Section 5, End of Contract/Change of Terms, for what happens at the end of the current Term of the Agreement, and Section 7 for more information on charges and taxes under this Agreement.

**By signing this Agreement, each Party agrees to be bound by the terms of this Offer Sheet, Electric Generation Supplier Contract Summary and the Commodity Master Agreement, and acknowledges having full authority to enter into (a) this Agreement and (b) a binding contract for the Location(s) and Utility accounts listed above.**

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement. This Agreement will not become effective as to either Party unless and until executed by both Parties.

**Accepted and agreed:**

**Customer**

**Hudson Energy Services, LLC**

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

***I have the authority to bind Customer***

***I have the authority to bind HES***

**Note to Customer: Please submit the executed Commodity Master Agreement and Offer Sheet to HES by e-mailing the Agreement to [northeastsales@hudsonenergy.net](mailto:northeastsales@hudsonenergy.net) or by faxing it to (800) 506-6009.**

[ ] Customer declines to receive communications about other products and services offered by HES, its affiliates or business partners. Customer will still receive communications relevant to this Agreement.

**For HES Use Only:**

Name	
Number	
Broker Name	

**Commodity Master Agreement  
PA Small Commercial Customers – Fixed Product Plan**

This Commodity Master Agreement, including any separately executed Offer Sheet, along with the Electric Supplier Contract Summary together form the (“Agreement”) entered into between Hudson Energy Services, LLC, a New Jersey limited liability company (“HES”), and the customer identified in the Customer Information section above (“Customer”). HES and Customer may hereinafter be referred to individually as a “Party” or collectively as the “Parties”.

**1. Key Defined Terms. Business Day:** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. **Contract Summary:** The Electric Generation Supplier Contract Summary. **Energy:** the electricity commodity, as identified on the Electric Generation Supplier Contract Summary and Offer Sheet, that HES supplies to Customer’s Locations. **Greenpower:** Green energy product option for electricity. **HES:** Hudson Energy Services, LLC. **Commodity Charges:** The charges for basic electricity supply service which is sold by volume (kWh or kW). **Generation Charges:** Part of the basic service charges on every customer’s bill for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. This charge depends on the contract between the customer and the supplier. **ISO:** either the Independent System Operator or regional transmission organization that administers and manages the bulk power system. **Location:** Each electricity account listed on the Offer Sheet or Electric Generation Supplier Contract Summary, relating to Customer’s premise(s) for service, or replacement thereof where approved by HES, is a separate “Location” bound by this Agreement. **Price:** the per Unit amount for Energy (kWh for electric) and Greenpower, as applicable, set out on the Offer Sheet or Electric Generation Supplier Contract Summary. **Renewable Portfolio Standard “RPS”:** a jurisdictional requirement to provide a percentage of the Energy commodity sold to Customer from renewable resources that meet the defined standards. **Retail Energy Provider:** means the non-utility, retail, third party energy commodity supplier for a designated market. **Third Party Charges:** any other costs or charges that may be assessed by third parties. **Transmission Charges:** Part of the basic service charges on every customer’s bill for transporting electricity from the source of supply to the electric distribution company. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with the source of supply. **Unit:** the applicable billing measure (e.g. kWh or kW) for the product purchased. **Utility:** Customer’s local electricity distribution company (including any successor).

**2. Authorizations and Appointment of Agent.** Customer appoints HES as its Retail Energy Provider for the Energy service provided herein and gives HES the exclusive right to act as agent on Customer’s behalf in making all supply and delivery arrangements with the Utility and others in order to provide Customer’s full Energy requirements for the Term and any subsequent automatic renewal period to the Location(s) identified on the Offer Sheet. Customer authorizes HES for the duration of the Agreement, to obtain current and historical information, including credit information, facility descriptions, operating and usage information, meter identification numbers and other data as needed. Customer agrees that its acceptance of this Agreement is authorization for release of such information. Incorrect Customer information may be rectified by HES. Customer authorizes HES to provide information about Customer, including contact information, to HES’s creditors, suppliers, affiliates, business partners and service providers. HES (and its affiliates, business partners, and service providers) can communicate with Customer, via mail or e-mail, about other products and services, unless Customer elects not to receive these communications by marking the appropriate section on the Offer Sheet or provides written notice to HES that it does not wish to receive these communications.

**3. Acceptance, Verification.** HES may remove any Location(s) from this Agreement, without cost or penalty to either Party, if these conditions are not met: (a) Utility’s acceptance and implementation of HES’s request to serve a Location; (b) HES’s verification of the accuracy of Customer’s information by recorded telephone call (or other means acceptable to HES); (c) HES’s approval of Customer’s creditworthiness as stated in Section 12; (d) if applicable, Customer is in good standing with HES; (e) supply of Energy has commenced within 6 months of the Estimated Start Date, for whatever reason, or this Agreement is unable to be implemented for reasons beyond HES’s control. If HES removes any Location, it may, in its sole discretion, terminate the Offer Sheet and upon request of Customer, re-price the remaining Location(s) pursuant to a new Offer Sheet.

**4. Term.** The Term begins on the Estimated Start Date as stated on the Offer Sheet and continues for the number of months stated on the Offer Sheet. The Start Date will be the HES’s first day of Energy supply to Customer under this Agreement. Should the Start Date be delayed from the Estimated Start Date, HES will use commercially reasonable efforts to resolve issues within its control. If the Start Date is not within 60 days from the Estimated Start Date on the Offer Sheet due to Customer’s action or lack of action, or for other reasons beyond HES’s control, HES reserves the right to cancel this Agreement without cost or penalty to either Party and propose a new Price to Customer. When the Term expires, this Agreement will automatically renew as set forth in the Contract Summary and Section 5. The End Date will be HES’s last day of Energy supply, for the Location, under this Agreement (“End Date”). Customer remains responsible for all HES charges through, to, and including the End Date. **The law provides that Customer may cancel the Agreement up to three (3) federal business days after receipt of a copy of the Agreement. To request cancellation, Customer may contact HES by telephone, mail, e-mail or fax.**

**5. End of Contract/Change of Terms.** If you have a fixed duration electric contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications, the first approximately 45-60 days in advance and the second 30 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain Customer’s options going forward. If we propose to change the terms of service, Customer can reject the change in writing within thirty (30) days. If Customer does not reject the amendment, it shall be deemed to be accepted.

**6. Green Energy Option (Greenpower).** If available and Customer selects Greenpower, HES will purchase and retire renewable energy certificates or attributes (“green energy”) equivalent to Customer’s Energy usage. Carbon credits and green energy purchased and retired on Customer’s behalf will remain HES’s legal property. Green-related charges will be included with the Energy charge on Customer’s bill.

**7. Charges (and Credits) under this Agreement.** Customer’s Electric Supply Price is listed on the Generation Supplier Contract Summary. This price includes electric Generation and Transmission Charges and gross receipts tax as indicated on the Offer Sheet and Electric Generation Supplier Contract Summary (for electric only) but excludes applicable state and local sales taxes. Customer will be responsible for all Utility distribution/transportation charges. Greenpower charge is the product of Customer’s kWh usage and the Greenpower Price. 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 will pay all lawful sales taxes that may apply to the charges. If Location(s) are exempt from state/local taxes, Customer shall provide HES with proof of such status at the time of its renewal. Otherwise, until Customer provides such proof, HES is not required to recognize any exemption or refund/credit previously paid taxes. **CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HES HARMLESS FOR ALL TAX-RELATED OBLIGATIONS UNDER THIS AGREEMENT.**

**8. Billing, Payment, Measurement.** HES reserves the right to bill Customer directly. HES’s payment terms are from date of invoice. Customer shall pay HES’s reasonable collection costs and legal fees associated with the collection of amounts owed by Customer to HES. If the Utility does not provide actual data in a timely manner, HES may use estimated data to calculate Customer’s invoice and, upon receipt of actual data, will reconcile the charges and adjust them as needed in subsequent invoices. HES assumes no liability for errors in measurement and shall be entitled to revise any bill, if necessary, to account for any errors or reassessment made by the Utility, ISO or HES. Customer agrees to comply with any and all billing and payment requirements as established by the applicable Utility and public utility commission. HES may use any deposit made by Customer for the payment of amounts owing pursuant to this Agreement. If Customer in good faith disputes some portion of an invoice, it will promptly provide HES written notice of the disputed amount and justification for the dispute. Notwithstanding any errors or reassessment made by the Utility or ISO,

both Parties waive their rights under applicable law to dispute an invoice unless the disputing Party provides written notice to the other Party within twenty-four months after the invoice due date.

**9. Ending this Agreement Early, Default.** Customer remains responsible for all HES charges through, to, and including the early End Date. HES can terminate a Location(s), Generation Supplier Contract Summary or Offer Sheet, at no cost to HES, if: (a) required/allowed by law; (b) the Utility or HES is unable to service a Location; (c) a legislative or regulatory change materially alters HES's ability to profitably perform this Agreement; or (d) Customer falls into "Default". Customer shall be in Default if, at any time under this Agreement, it: (i) enters into an agreement for any Location identified on the Offer Sheet or Generation Supplier Contract Summary that would prevent or interfere with the performance of this Agreement; (ii) withdraws HES's authority as exclusive agent or limits HES's ability to obtain and use information necessary to perform this Agreement; (iii) fails to make, when due, any undisputed payment required under this Agreement; (iv) fails to maintain or provide credit support as provided for herein; (v) makes an assignment or any general arrangement for the benefit of creditors; (vi) files a petition or otherwise commences, authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (vii) otherwise becomes insolvent (however evidenced); or (viii) is unable to pay its debts as they fall due. If an event of Default listed in subsections (v, vi, vii, viii) above occurs, the event of Default will be deemed to have automatically occurred just prior to such event. Either Party shall be in Default if, at any time under this Agreement, any of the following occur: (a) any representation or warranty made by a Party proves to be false or misleading in any material respect when made or ceases to remain true in all material respects during the Term of this Agreement if not cured within fourteen (14) days after receipt of written notice from the other Party; (b) except to the extent excused by Force Majeure, the failure by a Party to perform any material obligation set forth in the Agreement (other than events that are specifically covered as a separate Events of Default hereunder) and such failure is not cured within fourteen (14) days after receipt of written notice from the other Party; (c) any unauthorized assignment of a Party's rights or obligations hereunder; or (d) any breach of the confidentiality provisions of this Agreement. If HES cancels this Agreement, HES will provide Customer with the required notification.

**10. Rights of Non-Defaulting Party:** If either Party defaults, the non-defaulting Party may terminate a Location(s), Generation Supplier Contract Summary or Offer Sheet(s) pursuant to this Agreement effective on the date indicated in its notice of termination and shall have the right: (i) to suspend performance on or after the date of termination; and (ii) to the extent allowed by law, to disconnect, or cause to be disconnected, each Customer Location. In the event of disconnection for Customer's non-payment, Customer may be required to pay additional charges to Customer's Utility and HES. The Parties agree and acknowledge that under bankruptcy law (i) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"), (ii) HES is a forward contract merchant; (iii) HES is not a Utility or "Utility" as that term is used in 11 U.S.C. 366, and Customer agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. 366 in any bankruptcy proceeding; and (iv) HES is entitled to the rights under, and protections afforded by, the Code.

**11. Penalties, Fees, and Exceptions.** Except as otherwise provided or excused in this Agreement, including any Force Majeure Event, if at any time prior to the last day of any Location(s) Estimated Start Date, plus the Term, a Location ends early due to Customer's Default, Customer shall pay an Exit Fee of \$250 per Location to HES ("Exit Fee"). Customer agrees that the Exit Fees are an assessment of the damages HES would suffer and not a penalty or other type of charge. Customer will remain responsible for all other amounts due, including any applicable Utility disconnection and reconnection fees.

**12. Credit Requirements.** HES's supply of Energy depends on HES's assessment of Customer's creditworthiness, which is based in part on Customer's payment history and ability to pay bills as they come due. HES reserves the right to require Customer to provide collateral prior to HES's acceptance of this Agreement or during the Term if HES has reasonable grounds to believe Customer's creditworthiness or performance under this Agreement may become unsatisfactory. Collateral will be in a form deemed acceptable to HES and may include a cash deposit, letter of credit, or a guarantee. Any deposit will be held without interest unless required by applicable law. HES will provide notice, pursuant to Section 19 - Notice, if Customer no longer meets HES's commercially reasonable credit requirements. Such notice will identify the amount of credit support required by HES and acceptable means that satisfy the requested credit support. Failure to provide credit support, within 5 Business Days, may be deemed an event of Default under section 9(iv). Any credit support shall be retained by HES as collateral for the faithful performance by Customer of all of the covenants and conditions to this Agreement. If not applied toward the payment of monies owed to HES, the collateral, plus any accrued interest, will be returned to Customer when the Offer Sheet and Electric Generation Supplier Contract Summary pursuant to this Agreement terminate or upon mutual agreement of the Parties.

**13. Representations.** As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party that it has the power and the authority to enter into, and perform its obligations under, this Agreement; and, each Party accepts this Agreement to be a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms. Customer further covenants that it: (a) shall provide HES with all necessary physical access and information required to implement this Agreement; (b) shall abide by the rules and tariffs of the Utility; (c) has made its own independent decisions to enter into this Agreement based solely upon its own judgment and upon advice from such advisers as it has deemed necessary; and (d) agrees no communication (written or oral) received from HES or its affiliates (or its respective representatives) will be deemed to be an assurance or guarantee as to the expected results of this Agreement. HES hereby warrants to Customer that at the time of delivery of Energy hereunder it will have good title and/or the right to sell such Energy, and that such Energy will be free and clear of all liens and adverse claims. EXCEPT AS PROVIDED FOR IN THE PRECEDING SENTENCE, HES EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, FOR OR WITH RESPECT TO ITS SUPPLY OF ENERGY OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**14. Indemnification.** HES does not transmit or distribute Energy to Customer and does not generate the Energy used or consumed by Customer. Therefore, HES does not promise a steady, continuous supply. There are events outside of HES's reasonable control which may result in fluctuations, interruptions or irregularities in Energy service. HES WILL NOT BE LIABLE FOR ANY FLUCTUATIONS, INTERRUPTIONS OR IRREGULARITIES IN ENERGY SERVICE OR FOR ANY DAMAGE OR CONSEQUENCES RESULTING THEREFROM. HES WILL ARRANGE FOR THE UTILITY TO DELIVER ENERGY TO THE FACILITY/METER(S) ASSOCIATED WITH THE LOCATION (THE "DELIVERY POINT"). FROM AND AFTER THE DELIVERY POINT, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HES, ITS PARENT, SUBSIDIARIES, AFFILIATES, AND ITS OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND RELATED TO HES'S DUTIES AND OBLIGATIONS HEREUNDER. HES SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE UTILITY (INCLUDING, BY WAY OF EXAMPLE ONLY, MAINTENANCE OF THE DISTRIBUTION SYSTEM, SERVICE INTERRUPTIONS, LOSS, DETERIORATION OR TERMINATION OF SERVICE, OR METER READINGS) OR ANY DAMAGES CLAIMED TO HAVE BEEN INCURRED DUE TO ANY ACT OR OMISSION OF HES, WHERE SUCH ACT OR OMISSION IS DUE IN WHOLE OR IN PART TO ANY EVENT OR CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL OR ITS ABILITY TO PERFORM. EACH PARTY SHALL USE COMMERCIALY REASONABLE EFFORTS TO MITIGATE DAMAGES.

**15. Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT WILL HES OR ANY OF ITS AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS, EVEN IF HES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HES'S LIABILITY RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, IS LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE REMEDY AND ALL OTHER REMEDIES OR DAMAGES ARE EXPRESSLY WAIVED.

**16. Dispute Resolution, Binding Arbitration.** For Customers that are disputing any portion of their invoice, notice of the dispute must be provided in writing. HES will make every effort to resolve all Customer complaints within 10 days of receipt. Customers can call the Pennsylvania Public Utility Commission if Customer is not satisfied after discussing Customer's terms with HES. Any dispute resolution proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a name or unnamed member in a class, consolidated, representative or private attorney general action.

**17. Assignment.** HES may sell, assign, pledge, or grant a security interest in all or any part of its interest in this Agreement, including to another Retail Energy Provider without consent from Customer. HES will provide notice of assignment to Customer. If a contract is assigned, the terms and conditions will remain unchanged. Customer may, without the consent of HES and on providing written notice to HES, transfer or assign this Agreement (i) to an affiliate or successor, in ownership or control, to all or substantially all of the assets of Customer or (ii) to a successor of Customer's ownership or business interests with respect to the Location(s), and in either case of (i) or (ii) such assignee is at least as creditworthy as Customer, as determined in a commercially reasonable manner by HES, and such assignee agrees in writing to be bound by the terms and conditions of this Agreement. Any other assignment by Customer requires prior written approval by HES, which shall not be unreasonably withheld. Upon any valid assignment of the Agreement, the other Party hereby agrees that the assigning Party shall have no further future obligations under this Agreement.

**18. Inability to Perform.** If a Force Majeure Event ("FME") renders either Party unable to carry out any part of its obligations under this Agreement (other than the obligation to make payments due with respect to performance prior to the FME), if that Party provides notice and full details of the FME to the other Party, then the relevant obligations of the Party affected by the FME shall be suspended during the pendency of such FME. The Party affected by the FME shall remedy the FME with all reasonable dispatch; provided however, that this provision shall not require HES to schedule delivery of Energy to, or Customer to receive Energy at, points other than the Delivery Points. "Force Majeure Event" means those events not reasonably anticipated when this Agreement was entered into and beyond the control of the Parties including, but not limited to, Acts of God; severe weather; acts of the public enemy; civil insurrection, terrorism, sabotage, war or other military actions; events or actions associated with the Utility, the commodity supplier, regulator, or other entity having influence over the delivery of Energy to the Location(s), or HES's good faith compliance with their orders; event of Force Majeure of HES's direct or indirect supplier(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities; (b) economic loss due to Customer's loss of markets or customers; or (c) changes in the market prices of Energy.

**19. Notice.** Customer will promptly notify HES in advance of any change to Customer's information that is relevant to this Agreement. The Utility may also advise HES of any such change. When providing HES with notice, Customer shall send it to HES's address as listed on the Offer Sheet, to the attention of Customer Service Manager, Commercial Contracts. Legal Notices shall be sent to 5251 Westheimer Rd. Ste. 1000, Houston TX 77056, Attn: Legal Department; facsimile 713-933-0096. All notices shall be provided in a manner by which Customer may give proof of delivery upon request or by facsimile as noted on the Offer Sheet. Either Party can change its address for receiving notices by notifying the other pursuant to this paragraph. HES will send notices and correspondence to the billing address listed on the Offer Sheet (as may be amended from time to time upon receiving updated information from the Utility or Customer). At HES's discretion (if, for example, there is a fault with regard to the billing address), HES may instead send it to Customer's service or corporate address (as may be amended). If a change in Governing Law necessitates that a group of customers be provided with a general notice, HES reserves the discretion to provide it by posting it on its website at [www.hudsonenergy.net](http://www.hudsonenergy.net).

**20. Governing Law.** The laws of the State of Pennsylvania govern this Agreement. If a provision of this Agreement is deemed contrary to or unenforceable under Governing Law, the Parties agree it shall be severed to the minimal extent possible consistent with the meaning of the rest of this Agreement and reasonable intent of the Parties, and replaced by an enforceable provision close in meaning to the original.

**21. Confidentiality.** Each Party acknowledges and agrees that the terms or conditions of this Agreement, including the fees paid hereunder and the terms of any proposal or any documents provided to Customer by HES in connection with this Agreement, constitute confidential information. Neither Party shall disclose any such confidential information to a third party (other than the Party's employees, counsel, accountants, affiliates or advisors who have a need to know such information and who have agreed to keep such information confidential) without the express prior written consent of the other Party, except in order to comply with any applicable law, regulation, regulatory body, exchange or in connection with any court or regulatory proceeding; provided, however, that each Party shall use reasonable efforts to prevent or limit the disclosure of confidential information, and shall immediately notify the other Party of the request for disclosure so as to afford such other Party the opportunity to oppose such disclosure or otherwise obtain a protective order or other relief as may be available. Each Party will cooperate with the other in any attempt to obtain such protections. This confidentiality provision shall not apply to (a) information that was known to a Party prior to obtaining information from the other Party; (b) information in the public domain; (c) information obtained by a Party from a third party who did not, directly or indirectly, receive the information from the other Party to this Agreement or from an entity that was under an obligation of confidentiality to the other Party to this Agreement; or (d) information developed by either Party independent of any confidential information. The Parties shall be entitled to all remedies available at law or equity to enforce or seek relief in connection with this confidentiality obligation.

**22. Recordings.** Each Party consents to the recording of all telephone conversations between its employees and the employees of the other Party. Any such recordings may be introduced to prove the intent of a transaction; provided, however, that nothing herein shall be construed as a waiver of any objection to the introduction of such evidence on the grounds of relevance. Absent manifest error, any conflict between such a recording and written documentation that is executed by both Parties shall be resolved in favor of such written documentation.

**23. Contact Information.** Hudson Energy Services LLC, 105 Decker Court, Suite 1050, Irving, TX 75062, Phone: 877.483.7669, Fax: 1.888.228.3422 [Email: cspa@hudsonenergy.net](mailto:cspa@hudsonenergy.net), Website: [www.hudsonenergy.net](http://www.hudsonenergy.net). Hudson Energy is a Retail Electric Supplier. Customer's Utility will still be responsible for distribution charges. License Number: Hudson Energy A-2010-2192137. Information regarding shopping for electric supply is available through the Pennsylvania Public Utility Commission (PAPUC) at [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com) or other successor media platform as determined by the Commission, by calling the Commission at (800) 692-7380 and at [www.oca.state.pa.us](http://www.oca.state.pa.us). PA PUC Contact Information: 400 North Street, Harrisburg, PA 17120. Website: [www.puc.pa.gov](http://www.puc.pa.gov). Electric Utilities/Default Service Provider: PECO: 2301 Market St., Philadelphia, PA 19101, Phone: 1.800.494.4000. PPL: 827 Hausman Road, Allentown, PA 18104-932, Phone: 1.888.668.4775. Duquesne: 411 Seventh Avenue, Pittsburgh, PA 15219, Phone 1.888.393.7000 or 412.393.7200. Penn Power: 76 South Main Street, Akron, Ohio 44308, Phone: 1.800.720.3600. Met Ed: 76 South Main Street, Akron, Ohio 44308, Phone: 1.800.545.7741. Penelec: 76 South Main Street, Akron, Ohio 44308, Phone: 1.800.545.7741. West Penn: 76 South Main Street, Akron, Ohio 44308, Phone: 1.800.686.0021. Universal Service Program Information: PECO 1.800.744.7040, PPL: 1.800.358.6623, Duquesne: 1.888.393.7600 Met-Ed: 1.800.962.4848. Penn Power: 1.800.720.3600. Penelec: 1.800.962.4848. West Penn: 1.800-207-1250.

**24. Miscellaneous.** This Agreement contains the entire agreement between HES and Customer concerning the supply of Energy and Greenpower to the Location(s). It may not be contradicted by any prior or contemporaneous oral or written document. Electronic, e-mail and fax signatures are for legal purposes equivalent to original signatures. If a part of this Agreement is deemed unenforceable, for any reason, we can make the minimal changes for it to be legal and enforceable. No delay by HES to exercise its rights under this Agreement will constitute a waiver of such rights. This Commodity Master Agreement, Electric Generation Supplier Contract Summary and Offer Sheet(s)/Rider(s) shall be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed an original.

This Agreement does not create any partnership, duty, joint venture or other special relationship between the Parties. No delay by a Party to exercise its rights under this Agreement will constitute a waiver of such rights. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, limitation of liability, indemnification, and dispute resolution. Except as otherwise required by Governing Law, HES will first apply any refund as a credit against Customer's Locations. If Customer is no longer being supplied by HES, HES will refund any amounts owed.