

CLEANSKY ENERGY
RESIDENTIAL & SMALL COMMERCIAL TOS – FIXED & VARIABLE PRICE PRODUCTS – DE MARKETS

Fixed Rate Price Plans for Residential Customers: CSE's fixed rate price plans have a term of three (3) or more months. Customer will be billed at the fixed rate for the number for billing cycles as specified by the term of Customer's Agreement. Residential customers will pay the fixed rate per kilowatt-hour as specified at the time of enrollment and confirmed in the Contract Summary or ESA. Customer will be billed at the fixed rate for the number for billing cycles as specified by the term of in his or her Agreement. Customer may also pay a monthly administrative fee (base fee), the amount of which, if applicable, is disclosed at the time of enrollment in the Contract Summary or ESA. *For fixed duration electric supply:* Whenever CleanSky Energy wants to change the contract, Customer will receive a written notice before the contract ends, or the changes happen. Customer will receive the notice 30 days before the expiration date or the date the change becomes effective. Customer would have 30 days to respond to the written notice before the changes become effective.

Fixed Rate Price Plans for Small Commercial Customers: A small commercial customer is a non-residential customer taking service under a current electric distribution company ("EDC") tariff governing service classification "Small General Service-Non Demand Rate." Customer will be billed at the fixed rate for the number for billing cycles as specified by the term of Customer's Agreement. Small commercial customers will pay the fixed rate per kilowatt-hour as specified at the time of enrollment and confirmed in the Contract Summary or ESA. Customer will be billed at the fixed rate for the number for billing cycles as specified in the Contract Summary or ESA. Customer may also pay a monthly administrative fee (base fee), the amount of which, if applicable, is disclosed at the time of enrollment in the Contract Summary or ESA. CSE may adjust Customer's fixed price if Customer's meter was not designated as small commercial upon enrollment, or, if during the term, Customer's meter designation is changed from small-residential. CSE will provide Written Notice of this change by at least thirty (30) days and no more than sixty (60) days, preceding the effective date of the proposed changes. Customers shall have at least thirty (30) days to respond to the Written Notice before the changes become effective.

Variable Rate Price Plans for Residential and Small Commercial Customers: The price for the first month of electric supply service under this Agreement is specified in the Contract Summary or ESA provided either at the time of enrollment or included in the contract expiration notice provided prior to expiration of the Customer's fixed Agreement. The variable, month-to-month, electricity supply price can increase or decrease each month and is set each month at CSE's discretion. **There is no limit on how much the price may change from one billing cycle to the next.** Contributing data points to the electric variable rate include: the cost of electricity acquired by CSE from all sources (including energy, capacity, settlement fees, and ancillary costs) related transmission and distribution charges, renewable-energy compliance charges, and other market-related factors, plus all applicable taxes, fees, charges, and other assessments including CSE's costs, expenses, and profit margins. The monthly variable price will be communicated in the monthly invoice from the utility. There is no limit on how much the price may change from one billing cycle to the next. Customer or CSE may cancel Variable Price Plan agreements any time without penalty or fee. To obtain CleanSky Energy's average billed pricing since inception, call toll-free at 1-888-355-6205 or go to <https://cleanskyenergy.com/variable-rate-history> for more information. CSE will provide notice of a change in the variable price twelve (12) days prior to the close of your billing period. Historical pricing is not indicative of present or future pricing.

Please note that these prices apply only to the price of electricity supply only, not to the other charges associated with the transmission and distribution of the electricity. Customer's price does not include applicable Delaware sales tax or any other local tax. Non-recurring fees as charged by the EDC include, but are not limited to, out of cycle meter readings, meter test fees, disconnect and reconnection fees, etc. Customer is responsible to EDC for these other charges relating to the delivery of electricity to Customer's residence or small commercial premise.

Cancellation and Early Termination Fees: If this Agreement is terminated prior to the end of the Term, both residential and small commercial customers may be required to pay an early termination fee. The termination fee, if applicable, will be specified in Customer's Contract Summary or Energy Service Agreement.

Customer may cancel this Agreement at any time by calling CleanSky Energy at 1-888-355-6205, or by sending an email to CleanSky Energy at CustomerCare@CleanSkyEnergy.com, subject to payment of the early termination fee, if applicable, as specified above. Customer may also cancel this Agreement without penalty if he or she or the small business moves to another location and provides a forwarding address and, if required, reasonable evidence that Customer no longer occupies the service address. If Customer requests to cancel this Agreement, the cancellation may not take effect until the next actual meter read date following the date CleanSky Energy notifies Customer's EDC. Customer will be responsible for all payments due hereunder until the cancellation of electric supply service is completed.

If for any reason CleanSky Energy is no longer able to economically continue this Agreement, CleanSky Energy may cancel this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of CleanSky Energy if Customer fails to meet any of the terms and conditions of this Agreement or if any of the information Customer has provided to CleanSky Energy is or becomes untrue. CleanSky Energy will provide you a 30 (thirty) day notice of termination, by sending you a notice via first class mail or electronic means or in the manner selected by Customer for communications. If this Agreement is canceled, expires, or otherwise terminated, Customer will receive uninterrupted service from the Utility until another provider of electric supply service is designated or service is shut off by the EDC. Only the EDC may shut off Customer's electric power.

Renewable Energy Price Plan

Electricity: CleanSky Energy purchases and retires Renewable Energy Certificates ("RECs") to offset 100% of Customer's electricity usage. CSE's renewable Price Plan rates include a charge for the purchasing of RECs. CSE will (directly or indirectly) retire, on Customer's behalf, non-certified RECs resulting from electricity generated from renewable energy sources, which may include solar, wind, hydro, or any other zero-emission source. CleanSky Energy guarantees our Customer's electricity usage is offset with a direct investment in 100% RECs in an amount sufficient to match Customer's annual consumption from the EDC. Applicable renewable energy sources will be from or connected to the PJM regional electricity control area. Each REC represents proof that 1 megawatt-hour (MWh) of electricity was generated from an eligible renewable energy resource to the grid. Customer will not have electricity from a specific generation facility or renewable energy source delivered directly to Customer's meter. CSE may take up to three (3) months after the end of the calendar year to retire RECs needed to fulfill the obligations of this product. CSE will not be liable to Customer or other parties for advertising assertions associated with CSE's renewable offers. CleanSky Energy does not own, and we are neither a subsidiary nor affiliate to any coal, oil, or nuclear generation facility.

Billing and Payment: Depending on the selected Price Plan, Customer will either receive one bill ("Utility Consolidated Billing") from the applicable EDC which includes CleanSky Energy's generation supply charges as well as the EDC's delivery charges or two (2) separate bills ("Supplier Billing" or "Dual Billing"), including one bill from CleanSky Energy for Customer's supply charges, and one bill from the EDC for the delivery charges. In both cases, CSE's fees will be reflected separately as itemized charges on Customer's invoice. CleanSky Energy's fees will be reflected separately as itemized charges on Customer's invoice. Customer bill is subject to adjustment for any missed billing or computation errors, such as meter misreads. Customer's payment will be due to the EDC by the date specified on the invoice. Except as otherwise provided in this Agreement or by law, Customer shall pay all taxes of any kind, nature, and description, due and payable with respect to Customer's performance of its obligations under this Agreement. CSE may terminate the contract and transfer Customer back to the Utility on at least fourteen calendar days written notice if Customer fails to pay the bill or fails to meet any agreed-upon payment arrangements. CSE reserves the right to assume the billing function for its services. If Customer's Supply service with CSE is terminated for non-payment, Customer must pay balance owed, plus any collection fees including all legal fees and costs. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

If applicable, CleanSky Energy will deliver monthly invoices to residential and small commercial customers in electronic format via email, to the email address specified at the time of enrollment or in the Energy Service Agreement, or to such other email address as you direct in writing. Upon written request, Customer may receive an invoice in paper format via US Mail at Customer's designated billing address.

Complaints and Dispute Resolution: Customers may submit a complaint via email to CustomerConcerns@CleanSkyEnergy.com, or verbally by calling 1-888-355-6205 Monday-Friday, 8 a.m. to 7 p.m. eastern standard time. Customers with questions or disputes with their bill should contact CleanSky's customer service to assist. If complaint is not resolved within forty-five (45) days after calling CleanSky Energy, residential and small commercial customers may contact the Division of Public Advocate in one of the following ways: (a) call 1-888-607-2427; or (b) online at <http://publicadvocate.delaware.gov>; or (c) by mail to 29 South State Street, Dover, DE 19904. CSE will handle all disputes in good faith. If Customer has received a turn-off notice, Customer should call the Delmarva Power at: 1-800-375-7117.

Delaware Budget Billing: CSE's budget billing if applicable allows Customers to pay approximately the same monthly amount for electric service, subject to a semiannual adjustment based on actual consumption. Budget billing may be available to Customers who are not delinquent at the time of enrollment onto the billing option. CSE may charge or credit any cumulative balance, as appropriate, at least once every 12 months. CSE may collect under-recovered costs and/or refund any over-recovered amounts from Customer annually or upon termination of service to the Customer.

Credit and Deposits: If CleanSky Energy is ever required to bill Customer directly, CSE reserves the right to determine if Customer's credit standing is satisfactory for originating or continuing electricity service under this Agreement. If CSE determines, in its sole reasonable discretion, that Customer's creditworthiness has become unsatisfactory, CSE may require Customer to provide collateral in the form of cash or other security in form and amount acceptable to CSE. Consistent with applicable law, CleanSky Energy uses uniform income, deposit and credit requirements in determining whether to offer service to its Customers. CleanSky Energy will not require a deposit which exceeds the greater of (i) the sum of the estimated billings for the next three months, or (ii) one-fourth of Customer's estimated annual billing. Deposits will be held in separate interest-bearing accounts. CSE will remit to Customer interest earned on his or her deposit when it is returned to Customer or credited to Customer's account. If a deposit is refunded within 30 days of the date of deposit, no interest payment will be paid. If CSE keeps the deposit for more than 30 days, payment of interest will be made retroactive to the date the deposit was received by CleanSky Energy. The deposit will cease to draw interest on the date it is returned or credited to Customer's account. Customer deposits held by CleanSky Energy will be refunded to Customer as an invoice credit if no late payments have been applied to Customer's account after twelve (12) consecutive months.

Customer Protections: The services provided by CleanSky Energy are protected by the terms and conditions of this Agreement and the Delaware Public Service Commission. Retail suppliers also are subject to Delaware's general consumer protection laws, including the Consumer Protection Act, the Telephone Solicitation Act, and the Door-to-Door Solicitation Act. These laws prohibit deceptive and misleading actions by retail suppliers like CleanSky Energy and impose certain requirements for solicitations by phone or at a customer's home. The Delaware Division of Public Advocate enforces these laws.

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Information:

Your Electric Distribution Company: You may contact Delmarva Power in one of the following ways:

- (a) Call 1-800-375-7117
- (b) Online at www.delmarva.com
- (c) Delmarva Power
P.O. Box 17006
Wilmington, DE 19850-7006

Delaware Public Service Commission

Cannon Building
861 Silver Lake Blvd., Ste. 100
Dover, DE 19904
302- 736-7500
Tollfree 1-800-282-8574
<https://depsec.delaware.gov>

Delaware Division of Public Advocate

29 South State Street
Dover, DE 19904
1-888-607-2427
<http://publicadvocate.delaware.gov>

CleanSky Energy Contact Information:

You may contact CleanSky Energy in one of the following ways: (a) call 1-888-355-6205, Monday through Friday 8:00 a.m. to 7:00 p.m. EST, or (b) write to CleanSky Energy at 3355 West Alabama Street, Suite 500, TX 77098 (be sure to include your account number(s)). CleanSky Energy's internet domain address is: <http://www.cleanskyenergy.com>. Answers to frequently asked questions can be found on CleanSky Energy's website. Information on historical billing data is available at <https://cleanskyenergy.com/variable-rate-history>. Future pricing information is available at www.cleanskyenergy.com or by calling customer service at 1-888-355-6205.

Customer Information and Authorization: Customer authorizes CleanSky Energy to obtain information from the EDC, including account information, historical and future electric consumption, rate classification, meter readings, characteristics of electric service, and billing and payment information. Customer consents to the EDC releasing this information to CleanSky by entering into this Agreement. The information may be utilized by CleanSky to provide service to Customer. This authorization will remain in effect during the Term and any renewal term of this Agreement. Acceptance of this Agreement is an authorization for the release of the information. By providing telephone numbers, including wireless and work numbers to CSE, Customer expressly consents to being contacted at those numbers by CSE or a party calling on behalf of CSE for any purpose related to Customer's account, or future possible goods or services, including debt-collection, by a live person, pre-recorded voice, and/or automated dialing. If Customer has utilized an agent or broker to contract energy purchases from CleanSky Energy, Customer authorizes CSE to disclose to the agent or broker information pertaining to Customer's electric purchases as applicable. Customer (and Customer's signatory, if signatory is noted as Customer's spouse/civil union partner) agree to CSE obtaining a credit report and investigating Customer's (and, if applicable, signatory's) credit rating, credit history and Utility bill payment status and history. CSE is not obligated to accept, or continue performing, this Agreement if Customer does not meet CSE's credit requirements.

Written Notice and Electronic Disclosure Authorization: Written notice includes, but is not limited to, notice by electronic mail to a valid email address provided by Customer. If Customer is enrolling or renewing electronically, Customer is consenting to electronic receipt of all the required disclosures provided during the enrollment process, like the Contract Summary, ESA, and Terms of Service, and monthly billed invoices as applicable. Customer must have a valid email address and is obligated to keep CleanSky Energy informed of any changes to the email address provided during enrollment or renewal, or any changes or withdrawal of consent for the electronic transmission of customer disclosures.

Changes to Terms of Service: CSE shall provide written notice to its Residential or Small Commercial Customers of any change in the fixed price or other material terms of service. The written notice will precede the effective date of the proposed changes by at least thirty (30) days and no more than sixty (60) days. Customers shall have at least thirty (30) days to respond to CSE's written notice before the changes become effective.

NOTICE ABOUT YOUR ENVIRONMENTAL DISCLOSURE LABEL You may access CleanSky Energy's Environmental Disclosure label associated with your account via the link shown below: https://cleanskyenergy.com/environmental_disclosures/. This information is updated periodically following the requirements of the Delaware Public Service Commission.

Rewards and/or Incentives Programs: For purposes of receiving any rewards, bonuses and/or incentives, active accounts are defined as those (i) that are billing more than \$0 and (ii) for which CSE has not received a request to discontinue (drop) service or change programs and (iii) are in good standing (no past-due balance owed) during the minimum required number of days stated in the offer. Rewards and/or incentives are also subject to any terms and conditions stated in the offer and as may be located on CSE's website(s). More information on the terms and conditions of any reward and/or incentive programs are available by calling 1-888-355-6205. CSE reserves the right to disqualify any account holder from participation in rewards and/or incentives programs.

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Force Majeure: If CSE is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. CSE will take all reasonable steps to remedy the effect of the Force Majeure event. “Force Majeure” means any act or event that is beyond the reasonable control of CSE that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including the utilities in Delaware, PJM, aggregators, other suppliers, scheduling entities and agents, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

Governing Law: This Agreement shall be governed by and construed, enforced, and performed in accordance with the laws of the State of Delaware without regards to its conflict of law principles. The provisions of the Uniform Commercial Code (UCC) shall apply to this Agreement, and electricity shall be a “good” for purposes of the UCC.

Assignment: This Agreement shall be binding upon and inure to the benefit of and may be performed by the successors and permitted assigns of the Parties except that no assignment, pledge, or other transfer of this Agreement by either Party shall operate to release the assignor, pledgor, or transferor of any of its obligations under this Agreement. Notwithstanding any other provision of this Agreement, Customer agrees that CleanSky Energy shall have the right to pledge this Agreement to its bank or other lending institution(s) and to assign this Agreement, together with all rights and obligations hereunder, to CSE’s electricity supplier, or such supplier’s designee. CleanSky Energy will inform customer 30 days prior to any assignment of the account. Nothing in this provision shall deny CSE or Customer of any benefits obtained, or relieve them of any obligations, duties, and responsibilities incurred, prior to any assignment under this provision.

No Waiver: Any failure by CleanSky Energy to enforce any term or condition of Customer’s electric service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of Customer’s service or to exercise rights under this Agreement.

Mandatory Arbitration: Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise (“Claim”), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”) under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed (“AAA Rules”). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in Federal District Court for the district in which Customer is located, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to actions contemplated in section entitled “Class Action Waiver” below.

Class Action Waiver: Any Claim permissible herein must be brought in the party’s individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding (“Class Action”). Each of the parties expressly waives any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE INDIVIDUALLY OR TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.

Warranties: CLEANSKY ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

Limitation of Liability: Customer will be deemed to be in exclusive control (and responsible for any damage or injury caused thereby) of the electric power after receipt at the delivery point or points. CLEANSKY ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.