

**Clearview Energy – Pennsylvania Sales Agreement and Terms of Service
For Residential and Small Commercial Customers**

Product Information Chart

Electric Product Name:	ClearCharge12EV
Product Description:	Fixed Kilowatt Rate Product
Energy Type:	Renewable Energy Product
Agreement Term:	12 month fixed rate term
Monthly Base Charge:	None
Early Termination Fee:	\$50.00
Promotion:	See insert for complete promotion details

This Agreement is for electric supply service between Clearview Electric, Inc. dba Clearview Energy (“Clearview Energy”) and Customer. The Plan Information Chart is hereby made an integral part of this Agreement. Clearview Energy is licensed as an electric generation supplier by the Pennsylvania Public Utility Commission (“PUC”) [License # A-2010-2152506]. Generation prices and charges are set by the electric generation supplier you have chosen. The PUC regulates distribution prices and services of your Electric Distribution Company (“EDC”). The Federal Energy Regulatory Commission regulates transmission prices and services.

PLEASE READ THIS DOCUMENT CAREFULLY: This Agreement is the entire contract between the parties and supersedes any prior written or oral representations.

1. Right of Rescission

Customer may rescind this Agreement within three (3) business days after receiving this Agreement by contacting Clearview Energy by phone or in writing. This Agreement is not legally binding until the rescission period has expired and you have not, directly or indirectly, rescinded your selection. The Customer is liable for all Clearview Energy charges until the Customer returns to the EDC or another supplier.

2. Price of Electricity

The price in cents per kilowatt includes: electric generation supply, transmission, capacity charges in PJM, and renewable energy credits; any applicable state and/or local taxes; and a margin adder. The price of electricity may include a Monthly Base Charge as outlined in the Plan Information Box. Clearview Energy’s supply charges do not include any EDC charges applied to the Customer.

2a. **Fixed Kilowatt Rate Product** – If Clearview Energy would like to propose a change to a fixed kilowatt rate product, you will be notified by the process described in Change of Terms. Fixed price products may change due

to new or modified federal, state or local laws; or regulatory actions that impose new or modified fees.

2b. **Month-to-month Variable Kilowatt Rate Product** – Month-to-month variable kilowatt rate products are subject to change without notice at Clearview Energy’s discretion outside of any applicable promotion. If applicable, the Monthly Base Charge may also fluctuate outside of any applicable promotion.

All pricing can be viewed at www.ClearviewEnergy.com.

3. Billing and Payment

You will receive a single bill from your EDC that includes Clearview Energy’s electric supply charges as well as the EDC’s delivery charges. By the acceptance of this Agreement, you hereby authorize the EDC to provide billing and payment information to Clearview Energy.

The Customer will pay each invoice in full within twenty (20) days of the invoice date or in the timeframe established by the EDC. Customer payments remitted in response to a consolidated bill shall be pro-rated in accordance with procedures adopted by the PUC. If the Customer fails to remit payment when due, Clearview Energy reserves the right to terminate supply services. Failure to remit payment is considered a breach of this Agreement and the Customer may be liable to Clearview Energy for any applicable early termination fee.

For any payment sent directly to Clearview Energy, which is returned by your financial institution for any reason, Clearview Energy will charge \$20.00 for each payment transaction that is returned unpaid or not processed including: (1) returned checks, (2) returned electronic fund transfers, and (3) any other form of dishonored payment. This charge will be reflected as NSF Fee on your next bill, if applicable.

4. Energy Products

- 4a. **Renewable Energy Product** – Supports 100% green energy producers in the United States through the purchase of Renewable Energy Certificates equivalent to the power you consume.
- 4b. **Traditional Energy Product** – Traditional energy products sourced by a combination of coal, natural gas, nuclear, hydropower and/or other renewable energy sources. The renewable sources may include wind, solar, geothermal and/or biomass.

5. Terms of Renewal

- 5a. **Fixed Kilowatt Rate Product** – The Agreement Term and Effective date can be found in the Plan Information Chart. Upon expiration of your fixed term, your service will automatically continue under Clearview Energy's variable month-to-month renewal product. You will receive two (2) renewal notices forty-five (45) to sixty (60) days and thirty (30) days prior to the renewal date. If you do not respond to the renewal notices, at its discretion, Clearview Energy may renew your account under the terms described in the renewal notices.
- 5b. **Month-to-month Variable Kilowatt Rate Product** – The Agreement Term and Effective date can be found in the Plan Information Chart. This Agreement shall commence for a one (1) month term ("Initial Term") and thereafter rates may change at Clearview Energy's discretion outside of any applicable promotion. This Agreement shall automatically renew for successive one (1) month periods ("Renewal Term").

6. Term and Termination

- 6a. **Fixed Kilowatt Rate Product** – If you terminate this Agreement prior to its expiration, you will be charged an Early Termination Fee. Your service will remain in effect until such time as the EDC completes the termination in accordance with its rules. However, you may terminate this Agreement without penalty as a result of relocation, disability that renders the customer of record unable to pay for Clearview Energy's service, or the customer of record's death.
- 6b. **Month-to-month Variable Kilowatt Rate Product** – This Agreement will remain in effect at Clearview Energy's discretion or until you notify Clearview Energy of your desire to choose a fixed plan, or another provider. Customer may cancel this Agreement at any time by providing thirty (30) days' notice to Clearview Energy at 1.800.746.4702. There is no penalty for cancellation of variable month-to-month products.

Upon termination of this Agreement, a final bill will be rendered within twenty (20) days after the final scheduled meter reading or, if access is unavailable, an estimate of consumption will be used in the final bill which will be trueed-up subsequent to the final meter reading. Clearview Energy does not physically cut off electric service, only your EDC may do that. If Clearview Energy cancels this Agreement for any reason other than non-payment you will be mailed two (2) notices forty-five (45) to sixty (60) days and thirty (30) days prior to your service being returned to the EDC's supply service.

7. Change in Terms

If you have a fixed term agreement with us and it is approaching the expiration date or whenever we propose to change our terms of service in any type of agreement, you will receive written notification from us in two (2) notices forty-five (45) to sixty (60) days and thirty (30) days prior to the effective date of the proposed changes. We will explain your options to you in these two (2) advance notifications.

8. Dispute Resolution Process

If you have any questions or disputes regarding Clearview Energy's service, please contact Clearview Energy's customer service department at 1.800.746.4702. If you are not satisfied with the resolution after speaking with a Clearview Energy representative, then you may contact the PUC. For your convenience, the PUC's contact information has been provided at the end of this Agreement. No terms contained herein waive any rights you may have under Pennsylvania or Federal Consumer Protection laws.

9. Remedies

Any claim under this Agreement must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred, notwithstanding any state statute of limitation to the contrary. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. If a dispute arises out of or relates to this contract, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within thirty (30) days, then the parties shall submit to binding arbitration. The process shall be confidential based on terms acceptable to the mediator and/or arbitrator.

10. Assignments

Customer may not assign its interests or delegate its obligations under this Agreement without the express written consent of Clearview Energy. Clearview Energy may sell,

transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, or other entity as authorized by the PUC.

11. Severability

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

12. Force Majeure

The term "Force Majeure" shall mean any cause not reasonably within the control of the party claiming suspension and which by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, an act of God, natural disaster, an act of war, and any act or cause which is deemed a Force Majeure by the EDC or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party will give immediate written notice, to the maximum extent practical, to the other party and not be held liable.

13. Limitations of Liability

Liabilities not excused by Force Majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, special, exemplary, or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Clearview Energy. There are no third-party beneficiaries to this Agreement.

14. Customer Information and Release Authorization

Throughout this Agreement, you authorize Clearview Energy or its agents to obtain and review information from credit-reporting agencies regarding your credit history and information from the EDC relating to you and your account that includes, but is not limited to: account name and number; billing history; payment history; rate classification; historical and future electricity usage; meter readings; and characteristics of electricity service. Clearview Energy will not provide or sell such information to any other party without your consent unless required to do so by law, or it is necessary to enforce the terms of this Agreement. Clearview Energy reserves the right to reject your enrollment, or terminate this Agreement, in the event you rescind these authorizations.

15. Universal Service Programs

Universal Service Programs are available through your EDC to customers on a limited or fixed income to assist them with payment of EDC service bills. Information on your EDC's Universal Service Programs can be obtained by contacting them at the phone numbers provided in the Contract Summary.

16. Commission Contact Information

Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265
1.800.692.7380
www.puc.state.pa.us