



DELAWARE TERMS & CONDITIONS

You authorize Viridian Energy PA, LLC (“Company”), a member of the Crius Energy family of brands, to change your electricity or gas supplier, as the case may be, to Company and to supply your home or small business with all the Services you need, subject to the eligibility requirements of your local electric or gas utility (“Utility”). Your Enrollment Documentation, which includes your Welcome Letter, and these Terms and Conditions create your agreement with the Company (“Agreement”) and supersedes any oral or written statements made in connection with this Agreement or the supply of your Services. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement as well as in the “Definitions” section herein.

1. **SERVICES.** Upon successful completion and receipt of all customer enrollment requirements, Company will supply Services for your home or small business. Company is a retail marketer of Services and is not your Utility. Your Utility will continue to deliver Services to your home or small business, read your meter, send your bill and make repairs and charge you for its services related to delivering your commodities. Your Utility will also respond to emergencies and provide other traditional utility services. You understand that you are not required to switch your Services to Company.

2. **TERM.** Company will begin supplying your Services when the Utility switches your account to Company. Your Agreement will continue for the Term specified in the Enrollment Documentation, and if applicable for the Renewal Term. Typically it takes one to two billing cycles for your Service to be switched from your Utility to the Company, but there may be a delay before the Utility switches Services and you understand that Company is not responsible for any such delays.

3. **PRICE.** Each month you will pay for the Services you consume. For electricity, your bill will be calculated by multiplying your Rate by the amount of electricity you consumed in kilowatt-hours during the billing cycle, plus any applicable Fees. For gas, your bill will be calculated by multiplying your Rate by the amount of gas you consumed in cdfs or therms, as applicable, during the billing cycle, plus any applicable Fees.

4. RATE PLAN OPTIONS.

a. **Fixed Rate.** If you selected a fixed rate, the Rate for your Service is the Rate indicated in your Enrollment Documentation and guaranteed not to change for the Term (“Fixed Rate”).

b. **Variable Rate.** If you selected a variable rate, the Rate for your Service is the Rate indicated in your Enrollment Documentation and will vary based on several factors, including but not limited to market conditions, operations costs, and other factors and may include an introductory rate for such time as indicated in your Enrollment Documentation (“Variable Rate”).

c. **Termination Fees.** If you selected a Variable Rate, no termination fees will apply. If you are a residential customer and selected a Fixed Rate, except as stated in Section 5(b), the Termination Fee listed in your Enrollment Documentation will apply to each Service you terminate after the Rescission Period, but before your Term or Renewal Term ends, or if you Default. If you are a small business customer and selected a fixed rate, your early termination is equal to the Remaining Contract Quantity times the greater of (i) Contract Price less Market Price at the time of the Termination, or (ii) \$0.02/kWh or Ccf/therm. Remaining Contract Quantity shall mean the total estimated usage for the period remaining in the Fixed Term of this Agreement at the time of termination, based on Buyer’s historical usage or Company’s estimated usage calculated in a commercially reasonable manner. The Market Price for the remainder of the Fixed Term will be determined by Company in a commercially reasonable manner.

d. **Understanding and Selecting Rates.** You understand that unless you have been offered a Rate in writing confirmed by the Company that expressly provides otherwise, there are no guaranteed savings and your

Rate may be higher or lower than the Utility’s rate in any given month.

5. **RESCISSION; TERMINATION.** You may rescind or terminate this Agreement as provided below.

a. **Right of Rescission.** You may rescind this Agreement, without fees or penalties of any kind, at any time prior to the tenth (10th) calendar day after your Utility sends you your confirmation letter of your choice to switch suppliers (“Rescission Period”).

b. **Terminating Fixed Rate Plans.** You may terminate a Fixed Rate plan at any time; provided that, if you terminate after the Rescission Period and before the end of the Term or Renewal Term, a Termination Fee will apply for the Service you terminate unless you are terminating solely due to a relocation outside of the current Utility service territory and you have provided Company 30-day prior notice in writing of such relocation.

c. **Terminating Variable Rate Plans.** You may terminate a Variable Rate Plan at any time. No Termination Fee will apply to terminations of Variable Rate Plans.

d. **Termination Notice; Effect of Termination.** To terminate or rescind this Agreement, you must notify Company as detailed in Section 14 or your Utility. Please provide your name, address, phone number, account number and a statement that you are rescinding or terminating the Agreement. Rescission is effective immediately. Termination will be processed immediately but is effective upon your Utility processing your termination and you are obligated to pay for the Services provided pursuant to this Agreement until you are returned to your Utility or alternative supplier.

6. **BILLING AND PAYMENT.** The Services you purchase from Company will be included in your Utility monthly bill or in a separate invoice from Company. The Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur a late payment fee in accordance with the Utility’s billing and payment policies and procedures. You may be liable for cost recovery fees if Company must terminate your bill for failure to pay. Company shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement, and the Company shall additionally have the right to setoff and net against any deposit or security provided by you pursuant to this Agreement any amounts, charges or damages owed by you to Company. You will be billed and pay Company for the Services based on meter readings and consumption information that Company receives from your Utility (“Billing Quantity”). For commercial accounts, Company will have the option to adjust the Billing Quantity for fuel and line loss retained by your Utility and interstate transporters from the Purchased Quantities. You are responsible for paying and reimbursing Company for all applicable Fees. If you are tax exempt, you must furnish Company an exemption certificate before your service commences.

7. **CUSTOMER INFORMATION.** All authorizations provided herein will remain in effect for the Term and, if applicable, the Renewal Term of this Agreement; however, authorization may be rescinded by you any time by contacting Company.

a. **Credit Requirement.** You authorize Company to review your credit history. You understand that Company may refuse or terminate Service if

you fail to meet Company credit criteria. You may be required to promptly provide Credit Enhancements to continue Service if there is a deterioration in your credit rating or a Usage Increase.

b. **Customer Information; Privacy Policy.** You authorize Company to obtain your Customer Information from your Utility and, under a confidentiality agreement, share your Customer Information with Company Agents. Company will not otherwise release Customer Information without Customer consent, except as required by law.

8. **RENEWAL NOTICE.** For any Fixed Rate plan you have selected, you will receive notice from Company at least thirty (30) days prior to the end of your Term that you will be automatically enrolled: (i) on the Fixed Rate plan provided in the notice, or (ii) on the Company's variable plan available at such time and you may cancel at any time without any Termination Fees. Each new renewal period after your initial Term will be deemed a "**Renewal Term**". For any Variable Rate plan, you will not receive a renewal notice as you have chosen the Company's variable rate plan that is a month-to-month plan that you may cancel at any time without any Termination Fees, or the Company may cancel by providing you notice as required by law.

9. **PHONE COMMUNICATION POLICY.** You will be asked by the Company to provide consent to the Company's Phone Communication Policy. Our policy is that if you provide your phone number, which may include your wireless number, the Company and its Agents may text or call you with autodialed or pre-recorded promotional or product information. Your consent and acceptance of this policy is not a condition of purchase and may be revoked at any time.

10. **DISPUTE PROCEDURES.** If you have billing questions or would like to make an inquiry about Company's terms of service, you may contact Company as indicated in Section 14. In the event of a dispute or a disagreement under this Agreement, the parties will use their best efforts to resolve the dispute. If you are not fully satisfied after discussing your dispute with Company, you may contact the Delaware Public Service Commission at 861 Silver Lake Blvd., Cannon Building, Suite 100, Dover, Delaware 19904, 1-800-282-8574 or www.depsc.de.gov.

11. **EMERGENCY.** In the event of an emergency such as a power failure, a downed power line, or a gas leak, you should call your Utility. If your Utility is Delmarva (New Castle County), call 1-800-898-8042; Delmarva (Kent and Sussex Counties), call 1-800-898-8045. You can also call your local emergency personnel at 911 if the emergency warrants.

12. **LIMITATIONS OF LIABILITY AND WARRANTY.** NEITHER YOU NOR COMPANY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. COMPANY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. **FORCE MAJEURE.** Company will not be responsible for supplying Services to you in the event of circumstances beyond Company's control such as events of force majeure, as defined by your Utility or any transmitting or transportation entity, which includes but is not limited to acts of terrorism, sabotage or acts of God.

14. **CONTACTING COMPANY.** For any notice required in this Agreement or to contact us generally, you may contact the Company by (i) email, email, to customer@viridian.com, (ii) mail, to 1055 Washington Boulevard, 7th Floor, Stamford, CT 06901, or (iii) phone, at 1-866-663-2508.

15. **MISCELLANEOUS.**

a. **Use of Services.** You must notify Company if you generate renewable energy or use net metering at your home or small business. If you use net metering, or if there is a Change in Usage, Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any. In addition, the Company has the right to refuse or terminate Services, and recover costs, if any, if your Service requirements are above the Usage Thresholds.

b. **Agency and Point of Sale.** (A) If you are receiving gas service, you hereby designate Company as your agent to: (i) arrange and administer contracts and service arrangements between you and your Utility, and between you and the interstate pipeline transporters of your gas (including capacity release, re-release, and recall arrangements); (ii) nominate and schedule with the interstate pipelines the transportation of your gas from the Sales Points to the Delivery Points, and with your Utility for the transportation of your gas from the Delivery Points to your premises; and (iii) aggregate your gas with the gas supplies of Company's other customers in order for you to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement. As your agent, Company will schedule the delivery of a quantity of gas at the Sales Points necessary to meet your city gate requirements based on the consumption and other information that Company receives from your Utility. Company, as your agent, will arrange for the transportation of gas from the Sales Points to the Delivery Points, and from the Delivery Points to your premises; and (B) if you are receiving electric service, you hereby designate Company as your agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by your Utility) for the delivery of electricity.

c. **Title; Risk of Loss.** You and Company agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Company to you at the Sales Points. Company and you agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality and county, or other taxing authority where your service address is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of the electric service or gas service under this Agreement, you agree to pay such tax, as invoiced. For commercial customers only: (i) as between Company and you as a commercial customer, you will be deemed to be in exclusive control of the natural gas and/or electricity and responsible for any damage, injury, charges, transportation fees, costs or losses at and after the Sales Points, including, without limitation, any losses that Company incurs that result from having to resell, or its inability to resell, to another party natural gas and/or electricity supplies allocated for you and (ii) as between Company and you, Company will be deemed in exclusive control of the natural gas and/or electricity, and responsible for any damage, injury, charges, transportation fees, costs or losses until the natural gas and/or electricity is delivered to the Sales Points; provided, however, that in no event shall Company's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered natural gas and/or electricity and the price of natural gas and/or electricity under this Agreement.

d. **Assignment.** You may not assign this Agreement without prior written consent of the Company. Company reserves the right to sell, transfer, pledge or assign this Agreement and your account, and related revenues and proceeds for financial purposes or in connection with a sale. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

e. **Change in Law.** The Agreement is subject to any future legislation, orders, rules, regulations or Utility tariff or policy changes. If there is a change in any law, rule or pricing structure, including but not limited to a change in Capacity charges in PJM, that results in Company from being

prevented, prohibited or frustrated from carrying out the terms of the Agreement, Company may terminate this Agreement or change your Rate.

f. *Governing Law; Venue.* Venue for any lawsuit brought to enforce any term or condition of this Agreement shall lie exclusively in the State of Delaware. The Agreement shall be construed under and shall be governed by the laws of the State of Delaware without regard to the application of its conflicts of law principles.

g. *Non-Waiver.* The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

h. *Severability.* If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

i. *Complete Agreement.* This Agreement constitutes the final and complete agreement between you and the Company. It is the complete and exclusive expression of the terms and conditions agreed upon for the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

j. *Electronic Signatures and Notices.* Each party agrees that electronic signatures, whether digital or encrypted, of the parties to execute this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Customer agrees that Company may send Customer notices via electronic means if Customer provides e-mail address or other way of communicating electronically.

k. *Customer Representation.* I am at least 18 years old and fully authorized to enter into this Agreement. I am the authorized account holder or have been given proper and binding authorization to change the Services and enter into this Agreement on behalf of the account holder.

DEFINITIONS

“*Agents*” means parties that need to know Customer Information in connection with Services and Company’s affiliates and subcontractors.

“*Change in Usage*” means a change, or an anticipated or planned change, in the consumption of Services that materially exceeds your historical usage.

“*Credit Enhancements*” means cash escrow or deposit, establishing an ACH Debit relationship with Company, or providing other reasonable assurances to the Company to establish your credit worthiness. If a deposit is required, before any deposit is taken, Customer will be provided notice as to all terms and conditions on such deposit and the amount and the rate of interest paid on the deposit.

“*Customer Information*” means account contact information, account number, meter number, billing history, payment history, historical and future electricity and gas usage, meter readings and characteristics of your

electricity and gas service. It includes information obtained from the Utility as well as any information that you provide directly to Company or its Agents.

“*Default*” means: (i) failure to maintain credit requirements or provide necessary credit information or Credit Enhancements, (ii) a Usage Threshold event, (iii) a Change in Usage event, or (iv) any material breach of the requirements of, or representations made under, this Agreement.

“*Delivery Points*” means: (i) for gas transported by interstate pipelines, the city gate stations of your Utility, and (ii) for electricity, one or more points at which Company, as your agent, has arranged for the delivery of electricity to a third party (such as your Utility) for your account or at your premises.

“*Enrollment Documentation*” means any application or enrollment documents, whether in paper, electronic, internet, phone or otherwise, that Customer reviewed and acknowledged in order to commence Services.

“*Fees*” means taxes, fees, assessments, government charges and charges levied by your Utility for distribution and other services and taxes, fees and charges levied by Company 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, gross receipts taxes, and sales or use taxes imposed on Company and/or you by federal, state, and/or local authorities that Company passes through to you.

“*Purchased Quantities*” means all the electricity or natural gas supply, or any combination of the two, that Company must purchase for your home or small business.

“*Rate*” means Fixed Rate, or Variable Rate, as applicable.

“*Sales Points*” means: (i) for gas, a point or points located outside of Delaware selected from time to time by Company to assure service reliability, and (ii) for the electricity, a point or points on the PJM administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Company to assure service reliability.

“*Service*” or “*Services*” means all the electricity or natural gas supply, or any combination of the two, that Company must purchase for your home or small business, as you have selected to be provided to you by Company in your Enrollment Documentation. Not all services are available in all areas.

“*Usage Thresholds*” means if your usage of Services exceeds, for (i) electricity, peak demand greater than 75kW over any of the past twelve months, or (ii) gas, usage exceeds 10,000 ccfs per month or 90,000 ccfs per year or the equivalent terms.