

**Variable Rate Pennsylvania Sales Agreement**

**CUSTOMER ENROLLMENT DETAILS**

<b><u>Product You Wish To Enroll</u></b>	<b><u>Natural Gas</u></b> <input type="checkbox"/> <b><u>Electricity</u></b> <input type="checkbox"/> <b><u>Both</u></b> <input type="checkbox"/>
<b><u>Price Structure</u></b>	<b><u>Variable</u></b>

**Customer:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Last 4 SS#:** \_\_\_\_\_  
**Gas Account #:** \_\_\_\_\_  
**Electric Account #:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
**Gas Utility (NGDC):** \_\_\_\_\_  
**Electric Utility (EDC):** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Security Question:** \_\_\_\_\_  
**Sales Representative:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

**Term of Agreement: From: Month to Month**

**IN WITNESS WHEREOF**, Customer and South Bay Energy Corp. have caused this Agreement to be executed as of the date first set forth above.

For: South Bay Energy \_\_\_\_\_

By: \_\_\_\_\_  
 Signature

\_\_\_\_\_

Customer's Printed Name

\_\_\_\_\_

Customer's Signature

**PENNSYLVANIA ELECTRICITY SUPPLY  
VARIABLE PRICE CONTRACT SUMMARY**

Electric Generation Supplier Information	<p><b>South Bay Energy Corp. 700 Veterans Memorial Highway, Suite 210 Hauppauge, NY 11788. 1-877-724-9010, Monday through Friday 8:00 a.m. - 5:30 p.m. EST (hours subject to change)</b></p> <p>You have chosen South Bay as your electric generation supplier. South Bay is not affiliated with your electric distribution company (“EDC”). South Bay is responsible for the electricity generation charges on your bills. These charges will appear on your EDC bills separate and apart from your EDC’s distribution charges for delivering your electricity.</p>
Price Structure	<p><b>Variable Price.</b> The Variable Price for Electricity shall reflect South Bay Energy’s wholesale cost of electricity (including the cost of energy, capacity, settlement, ancillaries, related transmission and distribution charges and other market-related factors); plus all applicable, fees, charges, costs, and South Bay Energy’s expenses and margins. There is no cap on your variable price, and there is no limit on how much the price may change from one billing cycle to the next. You will receive notice of variable price changes when you receive the bill with that price.</p>
Electricity Generation Supply Price	<p>Your electricity supply price for your first billing cycle is { }¢/kWh. Thereafter, your price will vary month-to-month based on the factors described above.</p>
Statement Regarding Savings	<p>South Bay’s electricity price may be higher or lower than the EDC’s price in any given month, and there is no guarantee of savings.</p>
Deposit requirements	None
Incentives/Promotions	
Contract Start Date	South Bay will begin furnishing electricity supply service on a date set by the EDC.
Contract Duration/Length	Month to Month
Cancellation / Early Termination Fees	None.
End of Contract	Your contract will continue on a month to month basis until cancelled by either you or South Bay. If South Bay proposes to make any changes to the contract, you will receive two separate notices before the contract ends or the changes happens. You will receive the first notice 45-60 days before, and the second notice 30 days before the date the changes become effective.
Right of Rescission	You may cancel this Agreement at any time before midnight of the third business day after receiving this Agreement by calling South Bay at 1-877-724-9010

## PENNSYLVANIA NATURAL GAS SUPPLY VARIABLE PRICE CONTRACT SUMMARY

Natural Gas Supplier Information	<p><b>South Bay Energy Corp. 700 Veterans Memorial Highway, Suite 210 Hauppauge, NY 11788. 1-877-724-9010, Monday through Friday 8:00 a.m. - 5:30 p.m. EST (hours subject to change)</b></p> <p>You have chosen South Bay as your natural gas supplier. South Bay is not affiliated with your natural gas distribution company (“NGDC”). South Bay is responsible for the natural gas supply charges on your bills. These charges will appear on your NGDC bills separate and apart from your NGDC’s distribution charges for delivering your natural gas.</p>
Natural Gas Price Structure	<p><b>Variable Price.</b> The Variable Price for Natural Gas shall reflect South Bay Energy’s wholesale cost of natural gas (including capacity, settlement, ancillaries, related transmission and distribution charges and other market-related factors); plus all applicable, fees, charges, costs, and South Bay Energy’s expenses and margins. There is no cap on your variable price, and there is no limit on how much the price may change from one billing cycle to the next. You will receive notice of variable price changes when you receive the bill with that price.</p>
Natural Gas Supply Price	<p>Your natural gas supply price for your first billing cycle is <span style="background-color: yellow;">    </span> ¢/Ccf. Thereafter, your price will vary month-to-month based on the factors described above.</p>
Statement Regarding Savings	<p>South Bay’s natural gas supply price may be higher or lower than the NGDC’s price in any given month, and there is no guarantee of savings.</p>
Contract Start Date	<p>South Bay will begin furnishing natural gas supply service on a date set by the NGDC.</p>
Deposit requirements	<p>None</p>
Incentives/Promotions	<p></p>
Contract Duration/Length	<p>Month to Month</p>
Cancellation / Early Termination Fees	<p>None</p>
End of Contract	<p>Your contract will continue on a month to month basis until cancelled by either you or South Bay.</p>

**Agreement to Sell and Purchase Energy:** This is an agreement between South Bay Energy Corp. (“South Bay”) and the undersigned customer (Customer) under which Customer shall initiate natural gas and/or electricity supply service and begin enrollment with South Bay (the “Agreement”). South Bay Energy is licensed by the Pennsylvania Public Utility Commission as an Electric Generation Supplier and Natural Gas Supplier. Our PA Electricity Supplier License Number is A-2019-3007847 and our Natural Gas Supplier License Number is A-2019-3007579.

Your electricity generation prices and charges will be set by South Bay. The Federal Energy Regulatory Commission regulates electricity transmission prices and services. Natural gas commodity prices and charges are set by South Bay. The Public Utility Commission regulates electricity and natural gas distribution prices and services.

You will continue to receive your bill from your Electric Distribution Company (EDC) for all electricity supply and delivery charges and one bill from your Natural Gas Distribution Company (NGDC) for all natural gas supply and delivery charges. Your EDC and NGDC will continue to provide all emergency repairs and services. South Bay is not affiliated with and does not represent your EDC or NGDC.

### **Definitions**

Generation Charge - The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier. Transmission Charge - The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply. Interstate Pipeline Charges-Charges for moving natural gas to the distribution lines of a distribution company. Commodity Charges- The charges for the natural gas product which is sold either in cubic feet or dekatherms. Distribution Charges- The charge for the delivery of natural gas from the city gate to the consumer

Subject to the terms and conditions of this Agreement, South Bay agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of energy, as estimated by South Bay, necessary to meet Customer’s requirements based upon consumption data obtained by South Bay from the EDC and NGDC. The amount of energy delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by South Bay.

**Right of Rescission - You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting South Bay by phone at 877-724-9010 or by mail at the address above.**

**Parties Bound:** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**Contract Duration** The services provided by South Bay Energy to Customer are governed by the terms and conditions of this Agreement, including the above stated enrollment details and attached Contract Summary. You will receive a confirmation notice from your EDC and/or NGDC to confirm your choice of South Bay Energy as your supplier. This Agreement shall commence as of the date Customer’s change of Customer’s supplier to South Bay Energy is deemed effective by the EDC and/or NGDC, and will continue on a month to month basis until cancelled by either you or South Bay.

### **Pricing, Billing, and Cancellation: This is a Variable Price Agreement.**

Your electricity supply price for your first billing cycle is { }¢/kWh. Thereafter, the price for Electricity supply may vary from month to month and shall reflect South Bay Energy’s wholesale cost of electricity (including the cost of energy, capacity, settlement, ancillaries, related transmission and distribution charges and other market-related factors); plus all applicable, fees, charges, costs, and South Bay Energy’s expenses and margins. The Price can change each billing period, and you will receive notice of variable price changes when you receive the bill with that price. South Bay’s price for electricity supply may be higher or lower than your EDC’s rate in any particular month, there is no limit on how much the price can change from month to month, and there is no guarantee of

savings. This price includes transmission charges and estimated total state taxes (including Gross Receipts Tax), but excludes applicable state and local sales tax. Our price does not include Distribution Utility service and other Utility-related charges, which are separate amounts that you must pay to the EDC.

Your natural gas supply price for your first billing cycle is { }¢/Ccf. Thereafter, the price for Natural Gas shall reflect South Bay Energy's wholesale cost of natural gas (including capacity, settlement, ancillaries, related transmission and distribution charges and other market-related factors); plus all applicable, fees, charges, costs, and South Bay Energy's expenses and margins. You will receive notice of variable price changes when you receive the bill with that price. Your price includes natural gas commodity charges and estimated total state taxes, but excludes applicable state and local sales tax. Our price does not include Distribution Utility service and other Utility-related charges, which are separate amounts that you must pay to the NGDC. South Bay's price for natural gas supply may be higher or lower than your NGDC's rate in any particular month, there is no limit on how much the price can change from month to month, and there is no guarantee of savings.. More information about this variable price product, including what this price has been for the past 24 months, can be found at [www.southbayenergy.com](http://www.southbayenergy.com) or you can call 877-724-9010 . However, please remember that past prices do not indicate present or future prices.

Customer will receive a single bill from the EDC which will includes both the EDC's distribution charges and South Bay's charges for electricity supply. Your EDC maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the regulations of the Pennsylvania Public Utility Commission. Customer will receive a single bill from the NGDC which will includes both the NGDC's distribution charges and South Bay charges for natural gas supply. Your NGDC maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the regulations of the Pennsylvania Public Utility Commission.

**Cancellation:** Customer may cancel this agreement by contacting South Bay Energy Corp. in writing at 700 Veterans Memorial Highway, Suite 210 Hauppauge, NY 11788 or by phone at 1-877-724-9010, Monday through Friday 8:00 a.m. - 5:30 p.m. EST (hours subject to change). South Bay Energy may cancel this agreement at any time upon providing written notice to Customer. Common reasons for South Bay to cancel this agreement would include: Non-Payment – If your electricity or natural gas service is terminated by your EDC or NGDC, then this agreement is cancelled on the date that your service is terminated. You will owe us for amounts unpaid for our charges for electricity or natural gas supply up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

**Penalties and Fees: There is no early cancellation fee for this agreement.**

**Assignment:** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of South Bay. South Bay 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, energy services company or other entity as authorized by the PA PUC. In the event of an assignment terms and conditions will remain unchanged.

**Information Release Authorization:** Customer authorizes South Bay to obtain and review the following information from the EDC and NGDC: consumption history; billing determinants; and account number. This information may be used by South Bay to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to South Bay. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to South Bay or by calling South Bay at 1-877-724-9010. South Bay reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

South Bay will maintain the confidentiality of the customer's personal information including name, address, phone number, usage and payment history as required by applicable Commission regulations and Federal and State laws.

**Dispute Resolution:** In the event of a billing dispute or a disagreement involving South Bay's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact South Bay by telephone or in writing as provided below. If you are not satisfied after discussing your concerns with us you may contact the Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at 400 North Street, Harrisburg, PA 17120.

### **Contact Information**

**Supplier Information: South Bay Energy Corp. 700 Veterans Memorial Highway, Suite 210 Hauppauge, NY 11788. 1-877-724-9010, Monday through Friday 8:00 a.m. - 5:30 p.m. EST (hours subject to change)**

**Public Utility Commission, 400 North Street, Harrisburg, PA 17120, Phone: 1-800-692-7380, [www.puc.pa.gov](http://www.puc.pa.gov).** Information about shopping for a natural gas supplier is available at [www.PaGasSwitch.com](http://www.PaGasSwitch.com), by calling the PUC at 1-800-692-7830 and at [www.oca.state.pa.us](http://www.oca.state.pa.us). Information about shopping for an electric supplier is available at [www.PaPowerSwitch.com](http://www.PaPowerSwitch.com), by calling the PUC at 1-800-692-7830, and the Office of the Consumer Advocate at 800-684-6560, , and at [www.oca.state.pa.us](http://www.oca.state.pa.us)

**Emergency Services** - The EDC and NGDC will continue to respond to leaks and emergencies. In the event of an electricity and/or natural gas emergency or service interruption, contact your EDC or NGDC at one of the telephone numbers listed below.

### **Renewal Provisions/Change in Terms -**

**Natural Gas Supply Service:** If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward

**Electric Generation Supply Service:** If South Bay wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before the change, and the second notice 30 days before change. These notices will explain your options

**Agency:** Customer hereby appoints South Bay as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's energy needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the EDC and NGDC needed to deliver energy to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**Title:** All energy sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which for electricity shall be at the PJM South Bay load bus (located outside of the municipality where Customer resides), and for the natural gas transported by interstate pipelines will be the city gate stations of the NGDC and shall constitute the point at which title transfers and the sale occurs. South Bay will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the energy provided hereunder.

**Warranty:** This Agreement, including applicable attachments, constitutes the entire Agreement between Customer and South Bay. South Bay makes no representations or warranties other than those expressly set forth in this Agreement, and South Bay expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**Force Majeure:** South Bay will make commercially reasonable efforts to provide energy hereunder but South Bay does not guarantee a continuous supply of energy to Customer. Certain causes and events out of the control of South Bay ("Force Majeure Events") may result in interruptions in service. South Bay will not be liable for any such interruptions caused by a Force Majeure Event, and South Bay is not and shall not be liable for damages caused by

Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the utility (including, but not limited to, a facility outage on its energy distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond South Bay's control.

**Liability:** The remedy in any claim or suit by Customer against South Bay will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either TPS or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**ARBITRATION AGREEMENT, WAIVER OF RIGHT TO SUE IN COURT, AND WAIVER OF CLASS ACTION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE PENNSYLVANIA LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS NATURAL GAS & ELECTRIC SUPPLY AGREEMENT THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MUST BE RESOLVED THROUGH FINAL, BINDING ARBITRATION AND WE MUTUALLY FOREGO THE RIGHT TO RESOLVE IT IN A COURT OF LAW. THIS APPLIES REGARDLESS OF WHETHER THE ISSUE, CLAIM OR DISPUTE INVOLVES A TORT, FRAUD, BREACH OF CONTRACT, MISREPRESENTATION, PRODUCT LIABILITY, NEGLIGENCE, AND VIOLATION OF A STATUTE OR ANY OTHER LEGAL THEORY. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING ANY ASPECT OF YOUR PARTICIPATION IN THIS NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT AND AUTHORIZATION TO SWITCH NATURAL GAS SUPPLY SERVICE AND/OR ELECTRIC GENERATION SERVICE TO SOUTH BAY WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT AND AUTHORIZATION TO SWITCH GAS SUPPLY SERVICE AND/OR ELECTRIC GENERATION SERVICE TO SOUTH BAY. ALL ARBITRATIONS SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. YOU ACKNOWLEDGE AND AGREE THAT THIS SPECIFICALLY PROHIBITS YOU FROM COMMENCING ARBITRATION OR ANY OTHER PROCEEDINGS AS A REPRESENTATIVE OF OTHERS OR JOINING IN ANY ARBITRATION OR ANY OTHER PROCEEDINGS BROUGHT BY ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT TO THE PUC.**

**Choice of Laws:** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the State of Pennsylvania without regard to the application of its conflicts of law principles.

**Regulatory Changes:** If at some future date there is a change in any law, rule, regulation or pricing structure whereby South Bay is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion South Bay shall have the right to cancel this Agreement on 30 days' notice to Customer.

**Renewable Energy:** Under South Bay's Renewable Electricity Product, a percentage of the electricity sold is matched with renewable energy certificates ("RECS") generated from renewable or alternative energy sources in the United States which have been qualified as such by a regional or state RPS administrator. This renewable percentage is over and above the minimum renewable energy requirements for this state. To view the historical percentage of electricity that is matched with RECs, please visit our website at [www.southbayenergy.com](http://www.southbayenergy.com)