Battery Service Agreement

This Battery Service Agreement ("Agreement") is entered into between the customer identified on the signature line below ("Customer" or "your") and Energywell Home, LLC (the "Company" or "We") and governs the installation, access, use, and operation of one or more battery energy storage systems at the Customer's residence. This Agreement sets forth the terms of payment and related obligations for the equipment and installation services related to each Battery System. During the Term, Company will provide installation, maintenance, and related services in connection with each Battery System. ***<u>Customers with solar panels or any distributed generation installed at their service address at any time during the 15-year term of this Agreement are not eligible for this product (or will become disqualified from this product), absent written agreement from the Company. See Section 9 of this Agreement for more details concerning this restriction and relevant liquidated damages.</u>***

1. Definitions

"Agreement" means this Battery Service Agreement, including any schedules, exhibits, or addenda.

"Battery System" means one or more battery energy storage systems installed at the Service Address pursuant to this Agreement, each consisting of battery modules, an inverter, communication equipment, wiring, and all related components necessary for installation and operation as described in the applicable installation plan provided to Customer. Where this Agreement refers to "the Battery System," such reference shall be construed to apply to each Battery System individually and to all Battery Systems collectively, as context requires. Fees, cancellation charges, buy-out prices, and liability caps shall apply on a per-Battery-System basis unless otherwise expressly stated.

"Company" means Energywell Home, LLC, its successors, assigns, agents, and authorized representatives.

"EDC" means Customer's Electric Distribution Company.

"Energywell" means Fanfare Energy, LLC d/b/a Energywell, its successors, assigns, agents, and authorized representatives.

"Installation Services" or **"Installation"** means the installation and commissioning of the Battery System at the Service Address, performed by the Company and/or a licensed third-party installer authorized by the Company.

"Permitting" means the process of preparing and submitting any required applications, forms, or documentation to any authority having jurisdiction over the Property, the Customer's electric utility provider, or similar governing body with the authority to approve or deny installation of the Battery System. References to "Permitting" or "permits" do not include any consent, or similar approval, to install the Battery System from other bodies or organizations, including homeowner associations.

"Installer" means Company personnel and/or any third-party contractor or subcontractor authorized by the Company to perform Installation Services.

"Retail Energy Contract" means the separate agreement and Terms of Service between Customer and Fanfare Energy, LLC d/b/a Energywell, (or its affiliate/brand) for the supply of retail electric service to the Service Address.

"Service Address" means the physical location identified below where the Battery System will be installed and operated.

"Property" means the real property located at the Service Address, including any structures, appurtenances, and access areas reasonably necessary for installation, operation, maintenance, or removal of the Battery System.

"Site Survey" means the preinstallation review (in person or remote) of the Service Address for feasibility, Permitting, and any additional installation costs.

"State of Charge" or **"SOC"** means the percentage of the Battery System's usable capacity available for discharge at a given time.

"Program" means any wholesale energy market, utility program, demand response program, or other grid services program in which stored energy from the Battery System may be dispatched or otherwise used.

"Term" means the duration of this Agreement as set forth in Section 2.

2. Term and Renewal

This Agreement is effective upon execution. The Term of the Agreement begins upon the successful installation of the Battery System at your Property. The Term shall continue for fifteen (15) years from the date the Battery System installation is complete ("Installation Date"), unless terminated earlier pursuant to this Agreement (the "Initial Term"). Upon completion of the Initial Term, Company will provide Customer with a written renewal notice ("Renewal Notice") setting forth the applicable renewal term, replacement battery details, and updated membership fees. Customer will have thirty (30) calendar days from the date of the Renewal Notice ("Renewal Review Period") to accept the renewal terms.

If Customer elects to accept during the Renewal Review Period, this Agreement will renew for a period of time stated in the Renewal Notice (the "Renewal Term") and on the other terms stated in the Renewal Notice. If Customer does not accept the renewal within the Renewal Review Period, this Agreement will automatically continue on a month-to-month basis on the same terms and conditions set forth herein, except that no Cancellation Fee shall apply while the Agreement remains on a month-to-month term. During such period, upon at least thirty (30) days' prior written notice to Customer, Company reserves the right, at its sole discretion, to (**a**) transfer ownership of the Battery System to Customer in exchange for payment by Customer to Company of the fair market value of the Battery System at the time of transfer, as reasonably determined by the Company, taking into account the age and condition of the Battery System, and thereby conclude its obligations under this Agreement, (**b**) remotely disable the Battery System, and/or (**c**) physically remove the Battery System from the Service Address. Alternatively, if the term of this Agreement transitions to month-to-month service, the Customer may contact the Company to request that the Company physically remove the Battery System from the Service Address, and the Company shall physically remove the Battery System from the Service Address within ninety (90) days at no cost to the Customer, provided that the Battery System has not been rendered unremovable due to Customer's actions or omissions, is undamaged beyond normal wear and tear, and is reasonably accessible; if any such condition is not met due to Customer's actions or omissions, removal costs shall be borne by Customer.

3. Equipment, Installation, Permits, and Interconnection

(a) Equipment & Installation. The "Battery System" includes the battery modules, inverter, communication equipment, wiring, and all related components necessary for installation and operation as described in the installation plan provided to Customer. The Battery System will be installed at the Service Address identified in this Agreement and may not be relocated without Company's prior written consent. Customer represents and warrants that they are the owner of the Property located at the Service Address and have full authority to permit installation of the Battery System. Company, in its sole discretion, will select the brand and model of the Battery System based on compatibility and availability.

(b) Site Survey; Installation Fee Adjustments. A standard Installation Fee applies (see Section 4). However, if the Site Survey identifies conditions that require additional work to complete the installation, a higher Installation Fee that accounts for the additional costs will apply. Items that would require additional work to complete the installation and lead to an increased Installation Fee include, but are not limited to, the following:

- electrical panel or service upgrades;
- subpanel additions;

- trenching or conduit runs;
- structural work, reinforcement, or modifications;
- site preparation, demolition, or debris removal;
- relocation of existing equipment;
- compliance with updated building, fire, electrical, or other applicable codes;
- accessibility accommodations or safety measures;
- utility interconnection upgrades or additional utility-mandated equipment;
- additional labor, equipment rentals, or specialized installation methods due to site conditions —

Company will notify Customer in writing of any increase to the Installation Fee. Customer will have five (5) business days from notice to cancel this Agreement without forfeiting the Initial Deposit. After this five-business-day period, the Initial Deposit becomes nonrefundable (subject to Section 4).

If, after the Site Survey, the Company determines in its reasonable discretion that Installation is not feasible or would require material modifications from the original installation plan, the Company may cancel this Agreement by written notice and will refund any Initial Deposit paid. This remedy is in addition to any other rights and remedies available to the Company.

(c) Permits and Interconnection. Company (or its Installer) will work to obtain required permits and utility interconnection approvals necessary to install and interconnect the Battery System, and Customer hereby grants Company permission to apply for and obtain such permits and interconnection approvals for and/or on behalf of Customer. If permits or interconnection cannot be obtained due to Customer action/inaction (including unpermitted work at the premises) and Customer does not cure within thirty (30) days after receiving written notice from Company, this will be deemed to be an early termination by Customer, and the applicable cancellation terms will apply (see Section 8). Customer will timely provide signatures, information, and cooperation reasonably required for any required permits, utility interconnection, or any other similar or related document. Company is not responsible for delays in permitting or utility interconnection and shall have no liability for such delays. Customer grants Company full power and authority to execute on Customer's behalf any and all documents necessary and proper to cause interconnection of the Battery System to the Customer's EDC's power grid, such as those documents reasonably requested by Customer's EDC, including but not limited to any Tariff Agreement, Interconnection Application, Interconnection Agreement, and/or Customer's End-Use Customer Affirmation Schedule.

(d) Ownership. The Battery System is and shall remain the sole property of the Company. Customer acquires no ownership interest in the Battery System by virtue of this Agreement, and title will not transfer to Customer at any time. To the extent any interest in the Battery System is ever construed to have vested in Customer by operation of law or otherwise, Customer hereby grants to Company a first-priority security interest in the Battery System, together with all accessions, substitutions, replacements, and proceeds thereof (collectively, the "Collateral"), to secure Customer's performance of all obligations under this Agreement.

4. Fees and Payment

(a) Initial Deposit. Customer shall pay an initial deposit in the amount set forth in the Fee Schedule at the end of this Agreement ("Initial Deposit") upon execution of this Agreement. The Initial Deposit will be applied to the Installation Fee. The Initial Deposit is fully refundable until Permitting has commenced. Once Permitting has commenced, the Initial Deposit becomes nonrefundable. However, following the Site Survey, if the Company notifies Customer of an increase to the Installation Fee, as described in Section 3(b), Customer may cancel this Agreement within five (5) business days of such notice and receive a full refund of the Initial Deposit, even if Permitting has commenced. After that period, the Initial Deposit is nonrefundable. For the purposes of determining refundability, Permitting shall be deemed commenced at the earlier of (**i**) the date the Company or its Installer submits an application to any authority having jurisdiction, utility, or HOA; or (**ii**) the date the Customer signs any required permitting or interconnection form.

(b) Monthly Membership Fee. Customer shall pay the "Monthly Membership Fee" set forth in the Fee Schedule at the end of this Agreement during the Term.

(c) Installation Fee. Customer shall pay an "Installation Fee" set forth in the Fee Schedule at the end of this Agreement upon completion of installation of the Battery System. Upon installation, the Company will automatically charge the Installation Fee to the payment method provided by Customer. The Installation Fee is subject to adjustment under Section 3(b) of this Agreement.

(d) Billing and Automatic Payments. Customer expressly agrees that all amounts due under this Agreement, including without limitation, the Initial Deposit, Installation Fee, Monthly Membership Fee, and any other amounts payable by Customer, may, at the Company's discretion, be electronically billed to Customer by Company. Furthermore, Customer agrees that Company or its affiliates will automatically charge Customer for all payments Customer owes to Company under this Agreement, including, without limitation, any Recovered Battery System Cancellation Fee, Non-Recovered Battery System Cancellation Fee, or for Liquidated Damages contemplated under Section 9 of this Agreement. To make any payments contemplated under this Agreement, Customer hereby authorizes Company or its affiliates to charge the credit or debit card, or to debit the bank account that Customer provides to Company. Neither Company nor its affiliates is responsible for billing errors but will correct them upon notification. Customer's payment information will be securely stored electronically, with any paper records destroyed. Customer agrees to maintain current and valid payment information on file with the Company at all times. Invoices, payment confirmations, and related notices may be delivered electronically to the Customer's email address on file. Any payment not received within five (5) days of the due date may be subject to a late fee of the lesser of (i) one percent (1%) of the outstanding balance, or (ii) twenty-five dollars ($25.00), or in each case the maximum amount permitted by applicable law. Customer understands and agrees that, after the Battery System has been delivered and Installation has been completed, the payment obligations described in this Agreement apply regardless of Customer's level of usage of the Battery System.

(e) Taxes and Surcharges. Customer is responsible for all applicable taxes, fees, and surcharges, including sales, use, and other government-imposed charges related to this Agreement.

5. Retail Energy Contract Requirements; Service Fee Waiver, Renewal & Lowest Rate Guarantee

(a) Battery Service Fee Waiver. In exchange for Company's waiver of the monthly Battery Service Fee (outlined in the fee schedule below), Customer agrees that Customer shall maintain a Retail Energy Contract with Energywell for the full Term. If Customer cancels or fails to renew the Retail Energy Contract (except as provided in subsection (c) below), or if Energywell is no longer able to offer retail electric services in your jurisdiction (or utility's service area), Company may, in its sole discretion, elect to take one of the following actions:

> (i) Company may terminate this Agreement, apply the applicable Cancellation Fee (as described in Section 8), and disable and recover the Battery System pursuant to Section 7 and Section 8 (the "Termination Option"); or
>
> (ii) **Company may continue to provide home battery management services under the Terms of this Agreement subject to the monthly Battery Service Fee listed in the Fee Schedule below, except Customer shall not be obligated to return to Energywell's retail electric service nor will Energywell be obligated to serve Customer (the "Continued Service Option")**.

Within fifteen (15) business days of making its election, Company shall provide written notice to Customer of Company's election. If Company elects the Continued Service Option, **Customer agrees that Customer shall pay the Battery Service Fee, which is waived while Customer receives retail electric service from Energywell, for the remainder of the Term of this Agreement. Customer acknowledges and agrees that Company may elect the Continued Service Option even if Customer does not voluntarily cancel service with Energywell, including but not limited to circumstances where retail electric choice is banned in Customer's**

jurisdiction for residential consumers, Purchase of Receivables ("POR") is no longer offered to retail electric suppliers in Customer's jurisdiction or if Customer's electric utility account is no longer able to participate in POR, or any other event whether similar to dissimilar to the above that materially frustrates Energywell's ability to offer retail electric service to Customer at the Service Address.

Customer agrees to refrain from participating in any municipal aggregation programs during the Term. If Customer participates in a municipal aggregation program, Customer will owe Company the applicable Cancellation Fee (as described in Section 8 of this Agreement).

(b) Remain in Good Standing with Energywell. On or before the due date listed on Customer's monthly EDC invoice, Customer shall pay all amounts owed to Energywell for retail electricity service, including EDC charges and taxes and fees ("Electricity Charges"). If Customer fails to pay Electricity Charges and such non-payment results in the disconnection of Energywell's retail electricity service to Customer's property, the Company may, in its sole discretion, terminate this Agreement. Upon such termination, the Company may remotely disable the Battery System and, at the Company's convenience, enter Customer's property to remove and recover the Battery System. Customer further agrees that any such disconnection due to non-payment may result in a cancellation fee, as contemplated under this Agreement.

(c) Lowest Rate Guarantee for Renewals. When your retail electric contract with Energywell is eligible for renewal, Energywell will offer you a competitive renewal offer (the "Offer"). The Offer is guaranteed to have rates that are discounted versus ComEd's Price to Compare (excluding the PEA) in effect at the time you are eligible to renew your service with Energywell. Moreover, if the rates associated with the Offer are not less than a publicly available "Comparable Plan" offered to customers in your EDC's service territory by an ARES licensed by the Illinois Commerce Commission (a "Licensed ARES"), you may notify Company and Energywell in writing. If Energywell can verify the lower Comparable Plan you have submitted, Energywell will either provide you with an updated version of the Offer that matches or beats the Comparable Plan you shared with Energywell, or if Energywell does not provide you with an updated Offer, you may cancel this Agreement without any termination fees or other penalty, in accordance with the Procedure for Submitting a Comparable Plan. **<u>Comparable Plan Meaning</u>**: A "Comparable Plan" means a retail electric plan offered by an ICC-licensed ARES—other than Energywell—for which you are eligible to enroll that is the same type (i.e., time-of-use rate, fixed rate, etc.) as the Offer and has the same term length as the Offer. Renewable content and any promotional credits or incentives (bill credits, gift cards, rewards, free devices, airline miles, etc.) are excluded from the comparison. **<u>Procedure for Submitting a Comparable Plan</u>**: To take advantage of the Lowest Rate Guarantee, you must notify Company and Energywell in writing within ten (10) days after the date the Offer is made to you by Energywell. Following the date you submit a Comparable Plan, Energywell will have ten (10) business days to either provide an updated Offer matching or beating the Comparable Plan you submitted or decline; if Energywell does not respond within that period, it is deemed to have declined. If Energywell declines or is deemed to decline, you may cancel this Agreement without any termination fee or penalty described herein until the date your retail electric service is renewed with Energywell.

6. Customer Responsibilities, Transfer of Property

(a) Access to Service Address, Internet Connection Requirement, Battery Tampering, and Other Responsibilities of Customer. Customer acknowledges and agrees that Customer shall: (i) allow only Company and its authorized Installers to repair, relocate, alter, or remove the Battery System, and refrain from tampering with, disabling, or otherwise modifying it; (ii) keep the Battery System and the area around it safe, secure, clear, and accessible, and free from defacement, damage, abuse, obstruction, or alteration; (iii) maintain a functional internet connection with Wi-Fi coverage for monitoring and remote operation of the Battery System; (iv) provide reasonable access at the Service Address for installation, maintenance, decommissioning, or removal, and cooperate with Company in obtaining permits and interconnection, including by timely providing signatures and information and remedying any Customer-caused hindrances to permitting; (v) read and follow all safety, user, and operating guidelines provided for the Battery System; (vi) notify Company immediately if Customer knows, has reason to know, or reasonably believes that the Battery System is not functioning properly, is damaged, or needs repair or replacement; and (vii) notify Company at least ninety (90) days in advance of (A) any transfer of the Property or (B) any improvements or renovations to the Property that may affect the Battery System.

(b) Customer Insurance Required. Customer shall either (**i**) maintain, at Customer's expense, homeowner's or equivalent property insurance covering the Battery System against loss and damage for its full replacement value, or (**ii**) make commercially reasonable efforts to name Company as an additional insured on such policy covering the Battery System against loss and damage for its full replacement value. If Customer's homeowner's insurer (or equivalent property insurer) refuses to add Company as additional insured after Customer undertakes commercially reasonable efforts, Customer shall promptly notify Company in writing.

(c) Reimbursement if Battery Damaged, Stolen, or Rendered Inoperable. If, in the Company's sole discretion, a Battery System is damaged, stolen, removed from a Service Address without the Company's consent, or otherwise rendered inoperable due to events outside the Company's control, and Customer's insurance (homeowner's or otherwise) fails or refuses to pay the full replacement value of the Battery System within ninety (90) days of the date when the damage occurred (a "Reimbursement Scenario"), Customer shall have thirty (30) days following written notice from the Company of the Reimbursement Scenario to reimburse the Company for either:

(a) the full replacement value of the Battery System,

or

(b) the difference between the full replacement value of the Battery System and any partial insurance payment(s) received toward that replacement value, if applicable.

The Customer's ongoing compliance with this Section 6 is a material condition of this Agreement. The Company's ability to remotely monitor, communicate with, and control the Battery System is essential to the Agreement.

If, at any time, Customer's actions or omissions (including but not limited to disconnecting communications equipment, disabling or not maintaining internet connectivity, restricting physical access, altering system settings, or otherwise interfering with the Company's control of the Battery System) result in the Company's inability to monitor or control the Battery System, the following shall apply:

1. **Daily Penalty for Lost Control.** Beginning on the first day such condition occurs, and continuing until the condition is cured, Company may charge Customer a System Inaccessibility Fee of five dollars ($5.00) per day, except that the aggregate of any System Inaccessibility Fee(s) accrued shall not exceed one hundred dollars ($100.00).

2. **Notice and Opportunity to Cure.** Company shall provide written notice of the inaccessibility or interference. If Customer fails to fully restore access and control within ten (10) days after such notice, the condition shall constitute a material default under this Agreement.

3. **Right to Terminate.** Upon such uncured default, Company may terminate this Agreement and assess the applicable Cancellation Fee as described in Section 8 (Cancellation and Early Termination) and in the Fee Schedule, in addition to any accrued System Inaccessibility Fees.

4. **No Waiver.** Company's decision to delay or refrain from termination shall not be deemed a waiver of its right to collect any System Inaccessibility Fees or to later enforce termination for the same or subsequent occurrences.

(d) Transfer of Property Ownership. If Customer intends to convey the Property through a sale, lease, or other conveyance to a third party, Customer will provide Company with written notice ninety (90) days in advance of any transfer of the Property. This Agreement may be assigned and assumed by the buyer, lessee, or grantee of

Customer's Property only through execution of the agreement (the "Battery Service Transfer Agreement") provided to Customer by Company upon notice of Customer's intent to convey the Property. If the Battery Service Transfer Agreement is not fully executed before the date of the transfer of the Property, Customer will be deemed to have engaged in an early cancellation of this Agreement and Customer shall pay to Company the Recovered Battery System Cancellation Fee or the Non-Recovered Battery Fee, as applicable, set forth on the Fee Schedule, unless an exception (described in section 8(d) of this Agreement) applies.

7. Company Access, Control, Remote Disable, and Decommissioning

(a) Exclusive Access and Control. Company retains the exclusive right to operate and access the Battery System, both physically and electronically, including remote operation. Company may use stored energy for participation in Programs and may adjust charge/discharge profiles remotely. Customer shall not enroll the Battery System in any Program or otherwise permit anyone other than the Company (or its affiliates or successors) to control or dispatch the Battery System. Customer acknowledges and agrees that Customer shall have no right to operate the Battery System or direct the energy stored in the Battery System in any way. During the Term and any renewal thereof, Customer grants Company and its authorized Installers an express invitation and license to enter the Property at reasonable times (and at any time in an emergency), for site surveys, installation, interconnection work, inspections, maintenance, troubleshooting, repairs, replacements, decommissioning, or removal of the Battery System, and for any other activity reasonably necessary to perform this Agreement. Customer agrees that any such entry does not constitute a trespass. Customer shall not unreasonably withhold or delay access to the Property or Battery System and shall ensure safe conditions for Company and its Installers. Furthermore, Customer agrees to promptly respond to communications from Company and to provide Company access to the Property and the Battery System for the reasons provided in this Agreement and other reasonable activities related to the Battery System and battery services. If Company's communications to Customer go unanswered for two (2) business days, or in the case of an emergency—for example a threat to the battery or the home, or to the proper functioning of the Battery System—Company will have the right to enter the Property and access the Battery System without additional notice to Customer or additional consent by Customer.

(b) Backup Power Availability. The Battery System is designed to provide backup energy to the Property during a grid outage. The amount of time backup power will last depends on the energy stored in the Battery System at the time of the outage and the Customer's energy usage during the outage. Company will endeavor to maintain a minimum SOC of at least twenty percent (20%) for backup purposes. However, availability of that minimum SOC is not guaranteed and may be affected by factors including Program participation, overall system operation, weather conditions, outage duration, and Customer consumption patterns.

(c) Backup Power Limitation. The Customer acknowledges and agrees that the Battery System may not always provide sufficient energy to ensure uninterrupted power to the Property, especially during extended outages. Customer further consents to Company's use of the Battery System for participation in wholesale energy markets, utility programs, or other grid services, including in aggregation with other devices, and understands that such use is essential to Company's business model. **THE BATTERY SYSTEM CANNOT BE RELIED ON TO PROVIDE ENERGY OR BACKUP POWER FOR ANY HEALTH-RELATED REASONS OR OTHER CRITICAL HUMAN NEEDS AND SERVICES AT YOUR SERVICE ADDRESS DURING A POWER OUTAGE, OR OTHERWISE.**

(d) Remote Disable and Recovery Rights. Upon termination, breach, or default, Company may, at its sole discretion, remotely disable the Battery System, recover the Battery System, or both.

(e) Remote Monitoring and Data Use. Customer authorizes Company to monitor the Battery System remotely, including collecting and using performance and operational data, to operate, maintain, and improve the Battery System, to meet the requirements of any utility, incentive, or regulatory programs in which the

Battery System participates, and to enable participation in Programs (as defined herein).

(f) Decommissioning, Removal, or Transfer. Upon termination or expiration of this Agreement (including any month-to-month continuation), Company may, at its sole discretion, (**i**) transfer ownership of the Battery System to the Customer and thereby conclude its obligations under this Agreement; (**ii**) remotely disable the Battery System; and/or (**iii**) physically remove the Battery System from the Service Address, with Customer providing reasonable access for such activities.

(g) Customer Care and Damage Responsibility. Customer shall take reasonable measures to protect the Battery System from damage, loss, theft, or tampering. Customer is responsible for any damage to the Battery System beyond normal wear and tear, including damage caused by misuse, neglect, accident, unauthorized alterations, or failure to provide adequate protection from environmental conditions. Customer shall promptly reimburse Company for the reasonable cost of repairing or replacing any such damage beyond normal wear and tear.

(h) Energy Consumption and No Compensation. Customer understands and agrees that, because the Battery System may draw power from the grid to charge and maintain a charge, Customer's gross metered electricity consumption at the Property may be greater than it would have been without the Battery System. Consistent with Company's exclusive control under Section 7(a), including Company's discretion to have the Battery System draw power, maintain a charge, or refrain from dispatching energy even when fully charged, Customer will not receive any compensation for energy that is stored in but not dispatched from the Battery System.

8. Cancellation and Early Termination

(a) Prior to Commencement of Permitting. If Customer cancels this Agreement before the commencement of Permitting, no cancellation fee will apply and any Initial Deposit paid will be refunded in full. If Company notifies Customer of changes to the Installation Fee and Customer responds within five (5) business days of such notice to cancel, no cancellation fee will apply and the Initial Deposit will be refunded in full.

(b) After Commencement of Permitting but Before Installation Begins. If Customer cancels this Agreement after Permitting has commenced but before installation work begins at the Property, the Customer will forfeit the Initial Deposit as the sole cancellation charge.

(c) Cancellation After Installation Begins. If Customer cancels this Agreement after installation work has commenced, the following charges apply:

- **Recovered Battery Cancellation Fee** – If Company can remove and recover the Battery System, Customer will pay the "Recovered Battery System Cancellation Fee" set forth in the Fee Schedule at the end of this Agreement.

- **Non-Recovered Battery Cancellation Fee** – If the Battery System is not recovered due to Customer action, inaction, or denial of access, Customer will pay the "Non-Recovered Battery System Cancellation Fee" set forth in the Fee Schedule at the end of this Agreement.

- Company reserves the right, in its sole discretion, to remotely disable the Battery System if the Retail Energy Contract is terminated or Customer is in material breach of this Agreement or material breach of the Customer's Retail Electricity Contract with Energywell. Company may, but is not obligated to, recover the Battery System from the Service Address.

(d) Exceptions. Customer may terminate this Agreement without payment of a battery Cancellation Fee under the following circumstances:

1. Customer sells, or otherwise conveys the Property to another party, and that party either (i) enters into a new agreement with Company for the Battery System or (ii) assigns this Agreement in its entirety with Company's prior written consent, in which case Customer shall have no further obligations under this Agreement from and after the date of such assignment.

2. Company does not uphold the Lowest Price Guarantee described in Section 5(c).

3. A Force Majeure event causes destruction of, or material damage to, the Property that prevents continued operation of the Battery System.
4. Customer elects not to renew this Agreement at the end of the Term.
5. Customer rescinds the Agreement within three (3) business days after execution.

(e) NOTICE OF RIGHT TO CANCEL. IF YOU EXECUTE THIS AGREEMENT AS PART OF A PERSONAL SOLICITATION AT A PLACE OTHER THAN COMPANY'S PLACE OF BUSINESS, YOU MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THIS CONTRACT. SEE EXHIBIT 1, THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

9. Distributed Generation Restriction, and Liquidated Damages

(a) Distributed Generation Restriction. During the term of this Agreement, and except for the Company's Battery System, Customer shall not install, interconnect, or operate any distributed generation, on-site renewable generation, or similar generation resource ("Prohibited Generation") at the Property specified on the Fee Schedule without Company's prior written consent. Company shall respond to any such request within thirty (30) days of Customer's written request. If Customer breaches this prohibition, Company shall provide Customer with written notice of the breach, and Customer shall have thirty (30) days from receipt of such notice to fully remove or disconnect the prohibited generation resource and restore compliance with this Agreement (the "Cure Period"). If Customer fails to cure within the Cure Period, the Customer acknowledges that such a failure to cure is a material breach of this Agreement which triggers the Liquidated Damages remedy specified in subsection 9(b) of this Agreement.

(b) Liquidated Damages. Customer acknowledges that the installation, interconnection, or operation of any Prohibited Generation at the Customer's Service Address during the Term constitutes a material breach of this Agreement and causes harm to Company that is difficult or impossible to estimate with precision, because the extent of harm depends upon variables outside Company's control, including without limitation Customer's electricity consumption patterns, the generating capacity and output of the Prohibited Generation system, local solar irradiance, and applicable net metering or export rates. Customer and Company therefore agree that, in the event Customer fails to cure a Prohibited Generation breach within the Cure Period set forth in Section 9(a), and based upon the parties' reasonable pre-execution estimate of Company's lost revenue attributable to such breach, Customer shall pay to Company, in addition to the applicable Recovered Battery Cancellation Fee or Non-Recovered Battery Cancellation Fee, liquidated damages in the amount of fifty dollars ($50) multiplied by the number of months remaining in the Term as of the date of Customer's uncured breach (the "Liquidated Damages Amount"), not to exceed three thousand dollars ($3,000). The Liquidated Damages Amount shall not be less than one hundred dollars ($100). The parties acknowledge that the Liquidated Damages Amount represents a reasonable estimate of compensation and is not a penalty.

If Customer fails to pay the full amount due under subsection 9(b), including any past due balance (if applicable), within ten (10) business days, Company may instead pursue any other legal remedies available to Company under applicable law.

Except as required by applicable law, Customer is not entitled to any refund or credit of amounts previously paid under this Agreement upon Company's exercise of either remedy. Company's election of a remedy under this Section does not waive any other rights or remedies available to Company under this Agreement or applicable law.

10. Warranties and Operation & Maintenance

(a) Warranties. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE BATTERY SYSTEM OR

INSTALLATION, INCLUDING ANY WARRANTY OF MERCHANTABILITY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. To the extent that the manufacturer of any of the components of the Battery System provides any warranty with respect to any component of the Battery System, such warranty will be passed through to the Customer to the extent assignable. Further, to the extent that the installer provides any warranty with respect to the Installation, such warranty will be passed through to the Customer to the extent assignable. Company makes no guarantee regarding uninterrupted availability, backup capability, or minimum SOC.

(b) Operation & Maintenance. During the Term, Company will be responsible for operation and maintenance of the Battery System and will provide maintenance and manufacturer warranty support (at a frequency reasonably determined by the Company), subject to the terms and limitations of this Agreement and any applicable third-party warranties. Company may, in its discretion, service, repair, or replace the Battery System or any component with new or refurbished equipment of equal or greater functionality. No specific response or repair timeframes are guaranteed; however, Company will make commercially reasonable efforts to evaluate non-emergency repairs within ten (10) business days (twenty-four (24) hours for safety related issues). Company is not obligated to provide backup capability during maintenance or replacement. Response and repair timeframes may be extended due to parts availability, weather, or events outside of Company's reasonable control.

11. Battery System Performance and Replacement

Customer acknowledges that the performance of Battery System installed at Customer's service address will degrade over time. Company shall, at its sole cost and expense, make reasonable efforts to repair or replace the Battery System within ninety (90) days of determining that the Battery System is Inoperable. If Company does not repair or replace the Battery System within one hundred and twenty (120) days determining that the Battery is Inoperable, Company or Customer may terminate this Agreement upon thirty (30) days' prior written notice to the other party, in which case Company shall, within sixty (60) days of receiving notice from Customer or providing notice to Customer, remove the Battery System at no cost to Customer and waive any Cancellation Fee. A Battery System is Inoperable if any of the following conditions are met and such conditions are not attributable to acts or omissions of Customer:

- the Battery System's usable energy capacity degrades to less than twenty percent (20%) of its original rated capacity, as measured by diagnostic systems used by Company;
- the Battery System is unable to charge or discharge energy at commercially reasonable rates for a continuous period of thirty (30) days, excluding periods of scheduled maintenance, grid outages, or causes outside Company's reasonable control;
- the Battery System suffers from a hardware, firmware, or software failure that Company reasonably determines cannot be remedied through remote diagnostics, firmware updates, or commercially reasonable repair;
- the Battery System fails to communicate with or respond to Company's control systems for a continuous period of thirty (30) days, provided that the failure is not caused by interruption of Customer's internet service, electrical service, or other infrastructure Customer is responsible for maintaining under this Agreement; or
- the Battery System poses a material risk of fire, explosion, toxic release, electrical hazard, or other safety incident, as reasonably determined by Company or as indicated by the Battery System's internal safety, thermal, or battery management systems.

12. Company Ownership of Tax Credits, Rebates, and Other Financial Benefits of Operating the Battery System

Customer acknowledges and agrees that Company shall own and retain all federal and state tax credits (including the Investment Tax Credit and any successor credits), federal and state rebates (if applicable), utility rebates, and all other financial benefits or incentive payments arising from Company's ownership and operation of the Battery System (collectively, "Company Incentives"), as such programs exist at the time of installation or as may be established by law or regulation during the Term for systems of this type. Customer acknowledges that Company Incentives are a material component of the financial model that enables the $0 upfront installation of the Battery System at Customer's service address. Customer agrees to execute all documents reasonably requested by Company within ten (10) business days to facilitate Company's claim of any Company Incentives, provided that no such document shall require Customer to incur any out-of-pocket cost or liability.

Company Incentives include any federal, state, utility, or local government incentive, rebate, credit, or program for which Company qualifies as owner and operator of the System, including programs that are established, expanded, or modified after the installation of the Battery System at Customer's Service Address. If a new incentive program is established during the term of this Agreement that (**i**) requires Customer to be the direct applicant or program participant as a condition of eligibility, and (**ii**) cannot be structured to flow to Company through assignment or other mechanism consistent with Company's financing obligations, Company shall use commercially reasonable efforts to cooperate with Customer in accessing such program, subject to Company's determination that such cooperation does not impair Company's financing arrangements or tax position.

13. Use of Subcontractors

The Company may, at its discretion, engage independent, third-party subcontractors to perform some or all services described in this Agreement. The Company shall be solely responsible for compensating such subcontractors and for ensuring that all services are performed in accordance with the terms of this Agreement. The use of subcontractors does not relieve the Company of its obligations to the Customer, and the Customer shall have no responsibility for managing or paying any subcontractor engaged by the Company.

14. Default

An "Event of Default" includes: (i) failure to make any scheduled payment to the Company within thirty (30) days of its due date; (ii) disconnection of electricity service due to non-payment of monies owed to Energywell; (iii) meter tampering; (iv) interference with Company's operation, access to, or control of the Battery System; (v) relocation, removal, modification, or repair of the Battery System without Company's prior written consent; (vi) cancellation or expiration of the required Retail Energy Contract except as otherwise provided in this Agreement; (vii) failure to maintain required insurance under Section 6; or (viii) any other material breach of this Agreement not cured within thirty (30) days after written notice. Notwithstanding the above, in the case of meter tampering, Company shall have the right to terminate this Agreement immediately upon learning from Customer's utility that meter tampering occurred at Customer's Service Address.

Upon an Event of Default, Company may, in its sole discretion, and in addition to any other rights and remedies: (a) remotely disable the Battery System; (b) recover and remove the Battery System from the Service Address; (c) terminate this Agreement; and (d) assess the applicable Cancellation Fee under Section 8.

15. Force Majeure

The Company shall not be liable for any delay or failure to perform due to circumstances beyond its control, including but not limited to acts of terrorism, sabotage, acts of God, pandemics, acts of governmental authority, severe weather, labor strikes, casualty, or general unavailability of materials. Any estimated installation or completion dates provided by the Company are subject to clarification of all technical details. In addition, the Company's obligation to meet any deadlines is contingent upon the timely and proper fulfillment of the Customer's responsibilities under this Agreement.

16. Indemnification

Customer acknowledges that the Battery System could fail or malfunction in such a way as to cause damage to property and/or person. Customer agrees to indemnify and hold harmless the Company, its affiliates, and each of its and their respective directors, officers, employees, agents, and representatives against and from any third-party claims, damages, expenses, losses, fines, penalties, demands, liabilities, actions or suits of any nature whatsoever (including legal costs and attorney's fees, both at trial and on appeal, whether or not suit is brought) actually or allegedly resulting from, arising out of, or in any way connected to Customer's misuse or unauthorized modification of the Battery System, Customer's negligence or willful misconduct, or Customer's breach of this Agreement. This indemnification provision is subject to the limitations described in Section 29. Customer agrees that Customer's indemnification obligations under this Section shall also apply to misuse, unauthorized modification, negligence, willful misconduct, or breach of this Agreement by Customer's agents, representatives, contractors, or those under the control or supervision of the Customer.

17. Rules of Construction

Unless the context clearly requires otherwise, (i) words in the singular include the plural and vice versa; (ii) references to "a Battery System" or "the Battery System" mean each Battery System installed at the Service Address; and (iii) monetary amounts stated per Battery System apply separately to each Battery System.

18. Company Default and Cure Mechanism

If Company materially fails to perform its obligations under this Agreement, Customer may provide written notice to Company specifying the failure in reasonable detail. Company shall cure such failure within ninety (90) days of receipt of notice (or such shorter period as may be reasonably necessary to prevent material harm to Customer). If Company fails to cure within such period, Customer may terminate this Agreement without payment of a Cancellation Fee.

19. Communication and Notice

The Customer consents to receive notices, updates, and communications electronically, including by email and SMS. The Customer is responsible for maintaining up-to-date contact information. All formal written notices to Company should be sent to Energywell Home, LLC, P. O. Box 1288, Greens Farms, CT 06838. For general inquiries, customers may contact the Company by email at care@energywell.com or by phone at (833) 856-3844. All formal written notices to Customer should be sent to Customer's address as indicated in the signature line below.

20. Data Collection and Sharing

You authorize Company to collect and exchange data in accordance with Company's privacy policy, which can be found here: https://www.energywell.com/privacy. You recognize and agree that Company shall determine the purpose and means of processing personal data belonging to Customer. "Personal data" means any information relating to an identified or identifiable natural person. Examples of personal data that Company shall collect including but not limited to Customer's name, address, utility account number, meter number, electricity consumption history and patterns, and other information that could be used to identify you. You acknowledge and agree that Company may disclose Customer's personal data, as well as any other data (personal or otherwise) described in Company's privacy policy, to Company's affiliates (such as Energywell), vendors, service providers, advertising and analytics partners, and potential transaction partners or other third parties in connection with the consideration, negotiation, or completion of a commercial transaction in which we are acquired by or merged with another company or we sell, liquidate, or transfer all or a portion of our assets. Company does not knowingly collect, maintain, or use personal data from children under 13 years of age, and no part of Company's services is directed to children. If you learn that a child has provided us with personal data in violation of Company's privacy policy, then you may alert us at Care@Energywell.com.

21. Assignment

The Customer may not assign this Agreement to any other person without the express written consent of the Company or its successor in interest, as applicable. Any assignment made by the Customer without such required consent will be deemed null and void. The Company may assign this Agreement, with or without notice to the Customer unless otherwise required by law, along with all associated rights and obligations, (**i**) to an affiliate or any person or entity that acquires all or substantially all of the Company's assets, (**ii**) in connection with a sale of all or a portion of the Company's equity, (**iii**) in connection with any financing or other financial arrangement, or (**iv**) to another residential smart device/energy storage service provider that provides products and services similar to those described in this Agreement. The Customer's consent is not required for the Company to assign or pledge this Agreement (whether absolutely, as collateral, or otherwise), nor for any grant of a security interest in or right to payment under this Agreement, and such assignment shall be binding on the Customer and their successors.

22. Severability

If any provision of this Agreement is determined to be invalid or unenforceable by a court, arbitrator, or regulatory body with jurisdiction, the remainder of the Agreement shall remain in full force and effect. The invalid provision shall be construed, to the extent possible, in a way that reflects the original intent of the parties.

23. Arbitration, Waiver of Jury Trial, and Class Action Waiver

To the fullest extent permitted by law, any dispute arising out of or relating to this Agreement, including claims arising in contract, tort, statutory or otherwise, shall be settled exclusively and finally by binding arbitration administered by the American Arbitration Association in accordance with the then-in-effect Consumer Arbitration Rules and Procedures. Any arbitration proceeding hereunder shall be conducted exclusively in the state in which the Customer's Battery System is installed. By entering into this Agreement, Customer agrees to binding arbitration and will not pursue any further action in a court of law. Customer will not have the right to participate in a representative capacity or as a member of any class of claimants pertaining to any claim subject to arbitration. The Company's Arbitration and Class Action Waiver Policy Addendum, which is provided to you along with this Agreement, is incorporated herein and made a part hereof, and contains additional details and a complete description of the terms and conditions of the Arbitration and Class Action Waiver Policy, including your ability to opt out.

24. Survival

Upon the termination of this Agreement for any reason, those provisions that by their nature are intended to survive termination will so survive. This includes, without limitation, any and all provisions relating to (a) payment obligations, including any obligation to pay any fees, costs, or expenses incurred, earned, or owed prior to the effective date of termination, (b) indemnification and liability, including provisions regarding limitations of liability, indemnification, and defense, and (c) dispute resolution, including provisions regarding governing law, arbitration, and any other provisions regarding the resolution of disputes.

25. No Waiver

Any failure by the Company to enforce any term or condition of this Agreement or to exercise any right it may have shall not be deemed a waiver of that or any other right. The Company may enforce its rights at any time, even if it has previously chosen not to do so.

26. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state where Customer's Battery System is installed, without regard to its conflict of laws principles.

27. Entire Agreement

This Agreement constitutes the entire understanding between the Customer and the Company with respect to the subject matter herein and supersedes any prior verbal or written agreements. Any modifications to this Agreement must be in writing and signed by both parties. Notwithstanding the foregoing, Company may make changes as permitted under Section 31 (Change in Law, Regulation, or Program Rules).

28. Electronic Signature

This Agreement may be executed electronically, and such signatures shall have the same legal force and effect as original handwritten signatures.

29. Limitation of Liability & Release

YOU ACCEPT THE BATTERY SYSTEM "AS IS," "WHERE IS," AND WITH ALL FAULTS, AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL REPRESENTATIONS AND WARRANTIES OF SUITABILITY FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND CONDITION, WITH REGARD TO THE BATTERY SYSTEM.

UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER, OR TO ANYONE CLAIMING BY, THROUGH, OR UNDER CUSTOMER, FOR ANY DAMAGES OF ANY KIND OTHER THAN DIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, SPECIAL, INDIRECT, OR OTHER FORMS OF DAMAGES, SUCH AS LOST PROFITS, LOSS OF USE OF OR DAMAGE TO EQUIPMENT OR SERVICES, ARISING FROM OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT OR TORT OR OTHERWISE, REGARDLESS OF WHETHER COMPANY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE BATTERY SYSTEM EVER EXCEED THE GREATER OF (A) $15,000.00 U.S. DOLLARS OR (B) THE THEN-CURRENT FAIR MARKET VALUE OF EACH BATTERY SYSTEM INSTALLED (OR LOCATED) ON YOUR PROPERTY.

CUSTOMER FOREGOES, RELEASES, AND DISCLAIMS ANY AND ALL CLAIMS CUSTOMER OR ANYONE CLAIMING BY, THROUGH, OR UNDER CUSTOMER, MAY HAVE ARISING FROM OR RELATED TO ANY INTERRUPTION IN ENERGY SERVICES RELATED TO THE BATTERY SYSTEM OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS THAT MAY IMPACT HEALTH AND HUMAN SERVICES.

NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT CUSTOMER'S ABILITY TO PURSUE THE MANUFACTURER OR INSTALLER FOR PRODUCT DEFECTS, DESIGN DEFECTS, NEGLIGENT INSTALLATION, OR BREACH OF WARRANTY.

30. Security Interest Filing

A. PLAIN LANGUAGE DISCLOSURE: We will file a public record showing that We own the Battery System installed at your home. This record is removed when this Agreement ends. This record or filing may describe Customer's license to the Battery System and may be filed in the real property records for your county (or municipality), with the secretary of state or otherwise, as the Company deems appropriate.

B. Authorization to File Financing Statements. Customer hereby irrevocably authorizes Company, at any time and from time to time, to file in any jurisdiction any initial financing statements and amendments (deemed necessary by Company) that: describe the Collateral as the Battery System(s) installed at the Service Address, together with all accessions, substitutions, replacements, and proceeds thereof or words of similar effect, or as being of an equal or lesser scope or with greater detail. and Any financing statements or amendments filed may contain any other information required by applicable law for the sufficiency of the financing statement. Customer will cooperate with Company in obtaining any additional signatures or authorizations required to perfect Company's security interest in any jurisdiction.

C. Fixture Filing. Customer acknowledges that the Battery System may be affixed to Customer's real property located at Service Address described herein and may, under applicable law, be deemed a fixture ("Property"). Customer hereby authorizes Company to file a fixture filing financing statement in the real property records of the county in which Customer's Service Address is located describing Property by legal description or tax parcel identification number. Such fixture filing shall not be construed as evidence that the Battery System has become part of the real property; **the Battery System shall remain personal property of Company regardless of the manner or method of its installation**.

D. Covenant Against Encumbrances. Customer shall not, directly or indirectly: (a) sell, transfer, or pledge as an asset as collateral for loan, or otherwise encumber the Battery System or any interest therein; (b) permit any lien, claim, or encumbrance to attach to the Battery

System; or (c) take any action that could reasonably be expected to impair Company's security interest or title. Customer shall promptly notify Company of any levy, attachment, or judicial process affecting the Battery System.

E. Subordination to Existing Mortgage. Customer represents that Customer has disclosed to any existing mortgage lender or lienholder of record on Customer's Service Address the installation of the Battery System and Company's security interest in the Battery System. Company agrees to provide, within fifteen (15) business days of written request, a landlord/mortgagee waiver or consent letter acknowledging Company's intent to remove the Battery System without damage to the Property upon Agreement termination. Customer acknowledges that such waiver does not subordinate Company's interest in the Battery System itself.

F. Release upon Termination or Transfer. Upon the expiration of the Term, or a permitted assignment to a successor customer in accordance with Section 6(d), Company shall, within thirty (30) days of receiving written confirmation of such event and all amounts then due and owing, file a UCC-3 termination statement releasing its financing statement of record. Company's obligation to file such termination is conditioned on Customer's account being current with no outstanding disputed amounts.

31. Change in Law, Regulation, or Program Rules.

Company may adjust the operation of the Battery System and make compliance-driven adjustments to the fees charged under this Agreement, as reasonably necessary to comply with changes in applicable laws, regulations, utility tariffs, market rules, or Program requirements. In addition, Company may modify this Agreement, without Customer's consent and without prior notice, to the extent necessary to reflect a Change in Law. For purposes of this Section, a "Change in Law" means an actual change, or a change in applicability or interpretation, of any law, rule, regulation, statute, order, directive, decree, or regulatory action that is applicable to this Agreement, the Customer, the Company, or the Battery System. Company may also make other non-material changes (e.g., contact information, noticing procedures, and payment processing methods) to this Agreement by providing Customer with at least fourteen (14) days' prior written notice. Any change to a material term of this Agreement (including fees, term length, cancellation charges, service obligations, or Customer rights) requires Customer's written consent, except as required by applicable law. In that case, Customer may elect to terminate this Agreement without payment of a Cancellation Fee during such notice period; if Customer does not terminate, the Agreement will continue in effect with the modification.

32. Regulatory Costs and Pass-Through Charges

In addition to Company's rights under Section 31 (Change in Law, Regulation, or Program Rules), Customer shall be responsible for, and Company may pass through to Customer, any fees, taxes, surcharges, assessments, or other charges imposed by any governmental, regulatory, or market authority that are related to the Battery System, this Agreement, or the provision of related services to Customer.

Such charges may include, without limitation, program administration fees, market participation costs, compliance assessments, renewable or storage-related surcharges, or similar regulatory cost recoveries, whether newly imposed or increased after the execution of this Agreement. Company may bill such amounts either (i) through Customer's Retail Energy Contract, or (ii) by charging Customer directly through the automatic payment method authorized by Customer under this Agreement. All such charges shall be payable in the same manner and subject to the same payment terms as the Monthly Membership Fee. Company's recovery of such costs shall not be limited by any other provision of this Agreement, and Company shall have no obligation to absorb or offset any regulatory charges, taxes, or fees imposed on or related to the Battery System or the services provided hereunder.

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Fee Schedule

Installation Fee:	**$0** (subject to adjustment after Site Survey per Section 3(b))
Monthly Membership Fee:	**$0**
Initial Deposit:	**$0** (applied toward Installation Fee if applicable; refundable until Permits are submitted or, if no Installation Fee applies, following completion of Installation; see Section 4)
Battery Service Fee:	**$99** per month (waived so long as Customer receives retail electric service from Energywell)
Recovered Battery System Cancellation Fee:	**$500**
Non-Recovered Battery System Cancellation Fee:	**$15,000**
Liquidated Damages Fee (Section 9(b))	**$50** per month remaining in term, not to exceed **$3,000** (<u>minimum of **$100** in any circumstance</u>)
Required Retail Electricity Provider:	Fanfare Energy, LLC d/b/a Energywell

Service Address:

Customer Email:

Customer Phone:

[Signature Page to Follow]

Accepted and Agreed

Customer Signature:

Customer Name:

Date Signed:

Energywell Home, LLC

Authorized Signature: Mr FMA

Name: Michael Fallquist

Title: Chief Executive Officer

Date Signed: