

Terms and Conditions of Service

This is an agreement for electric generation between Archer Energy, LLC ("Archer") and residential customers ("Customer", or "You"). Archer is a Non-Regulated Power Producer ("NRPP") licensed by the Rhode Island Public Utility Commission ("RIPUC") through Docket # D-96-6 (V7) Through this license Archer is able to offer and supply electric generation services in Rhode Island.

General: As a NRPP, Archer will supply your electric generation service for your electricity consumption to your local utility provider based on your usage at the contract rate for generation specified herein. Your existing local utility provider will continue to distribute your electricity to you at RIPUC approved tariff rates for distribution and transmission.

Consent: By accepting this offer from Archer, you understand and agree to the terms and conditions of this agreement. You hereby authorize Archer to obtain information from your local utility provider that includes, but is not limited to: billing history, payment history, payment plan information, historical and future electricity usage, meter readings, and characteristics of electricity service. You authorize Archer to execute any document on your behalf for Archer to receive the aforementioned information on your account. Archer reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request or at any point during the term of this agreement if you are late on two or more payments to the utility in any twelve-month period. Archer reserves the right to refuse enrollment to any customer with an outstanding electric bill balance. Archer also reserves the right to terminate this agreement and apply any ETF in the event you are not making timely payments to the utility. This Agreement shall be considered executed by Archer following the notice period listed on the front of this letter.

1. Price of Electricity. The initial term of this agreement shall begin with your next bill and continue through 2026-11-01. For the entire period, you will be served by at a fixed rate of \$0.13799000 per kWh. These prices include generation and generation related charges only and is exclusive of all applicable state & local taxes and Rhode Island Energy charges including but not limited to: distribution, transmission, and other delivery charges. This offer is available to residential customers only, in rate classes A-16 and A-60.

2. Rate Structure. During the term of your contract your rate will be fixed at \$0.13799000 per kWh.

3. Terms of Service. This agreement shall begin with your next meter read and continue through 2026-11-01.

4. Contract Renewal. This agreement will automatically terminate at the end of the initial term and you will be returned to Rhode Island Energy's standard service unless you affirmatively agree to extend your agreement. Archer will always notify customers at least 30 days in advance of any contract expiration via the United States Postal Service. Customer can request electronic notifications by contacting Archer by one of methods outlined under Section 16.

5. Customer Right to Cancel and Termination. Customer may cancel this agreement without penalty no later than three days after enrolling under this contract. Should you move to an address within your existing service territory, Archer may, at its option, automatically continue this agreement at your new service address. Additionally, you may cancel by sending written notice thirty (30) days prior to the expiration of the primary term of service. At any other time, Customer may cancel this agreement by providing written notice of intent to cancel and by paying an early termination fee (ETF) which will be the greater of \$50 per meter or twice the estimated bill for energy services for an average month. Archer may cancel this agreement for nonpayment by customer. Upon cancellation, customer will remain responsible for all prior incurred Archer charges as well as any applicable termination fee. Customer will be responsible for all collection costs associated with payment on the account. Archer also may cancel the agreement due to changes in law or third party charges as outlined in Amendments section of this agreement. Archer cannot disconnect the electricity to any customer, only Rhode Island Energy has the ability to perform that action.

6. Cancellation Methods. Customer may cancel service through Archer by contacting us through one of the methods provided in Section 16, Contact Information. Any early cancellation may be subject to an early termination

fee.

7. Enrollment Timeline. Archer shall enroll Customer in this new agreement in accordance with terms and conditions outlined in this agreement. All request to disenroll will be made effective with the Customer's next bill so long as notice is provided 7 calendar days in advance of the next bill read date.

8. Notice of Return to Utility. If at the end of the contract term Customer elects to return to utility's standard offer service, Archer shall provide to customer written confirmation that it has received customer's request and has processed the request.

9. Dispute resolution. Archer is committed to customer satisfaction. Archer will refer all complaints, written or verbal, to a knowledgeable customer service representative who will promptly respond and work toward a mutually satisfactory resolution.

10. Market Adjustment. Customer may be charged a market adjustment charge or credit by Rhode Island Energy on their last bill for which the customer is enrolled in the standard offer service.

11. Fees and Penalties. Archer may charge customer an ETF as outlined in Section 5 above.

12. Deposits. Archer may require deposits or other form of security to receive service from Archer. Any upfront requirement for deposits or security will be made in advance of customer enrollment. Any request for deposit after initial enrollment will be based upon the customer's payment history or financial status as determined in Archer's sole discretion.

13. Budget Plan. At the current time Archer does not offer a budget plan for its charges.

14. Environmental Disclosure. The environmental disclosure information is shown at our website. The specific web address is: www.archerenergy.com/enviro. Customer agrees that Archer may make its required quarterly updates electronically at its website and will provide this information in hard copy form upon customer request.

15. Trade Name. Archer does not use any trade names.

16. Contact Information. Customer may contact Archer with any questions concerning the terms of service by phone Monday – Friday (except holidays) from 8am – 5pm toll free at (844) 795-7491 or in writing to Archer Energy, LLC located at 9777 Fairway Dr, Powell, OH 43065. Via email to RI Market Manager at info@archerenergy.com.

17. Website. Archer's website is www.archerenergy.com

18. RIPUC Contact Information. The RIPUC can be reached at 401-780-9700 for complaints or criticisms.

19. Archer Sales Contact. The RI Market Manager is the person that agreed on this contract with customer. They can be reached at the contact information provided in Section 16 above.

20. Additional Information.

Billing and Payment: Rhode Island Energy will continue to send you a monthly bill for your electricity consumption that will include your Rhode Island Energy's charges and Archer's charges for generation and generation services for the amount of electricity you used during the billing cycle. The amount of electricity usage will continue to be measured or estimated by Rhode Island Energy. Customer agrees to pay bill in accordance with Rhode Island Energy's billing and payment terms. Your payment will be due to Rhode Island Energy by the date specified in the Rhode Island Energy bill. If you fail to pay this bill on time, you could be subject to interest and late charges imposed by Rhode Island Energy. Further, your failure to pay your electric bill charges may result in your electric service being disconnected in accordance with state tariff guidelines. Archer reserves the right to issue an invoice directly and may terminate this agreement due to customer non-payment. You will remain responsible to pay Archer for any electricity used before this Agreement is cancelled as well as any late payment or cancellation charges and collection costs.

Force Majeure: Archer may not be responsible for supplying electricity to Customer in the event of circumstances beyond its control such as events of Force Majeure as defined by your local utility provider or any transmitting or transportation entity, acts of terrorism or sabotage, or acts of God including but not limited to floods, fires, earthquakes, landslides and extreme weather conditions that impact an entire geographic region.

Amendments: If action is taken by the utility, applicable regional transmission organization, transmission provider, or any federal, state or local governmental authorities which materially changes the amounts charged by such entities to us or charged by such entities to our wholesale supplier and charged to us, or which materially changes the manner in which we provide service to you, we may, in our sole discretion, elect to adjust the price for service under this agreement to account for such cost increases or other changes or cancel the agreement.

Assignment: This agreement is assignable by Archer without customer consent and only subject to any regulatory approvals.

Miscellaneous: Archer may request credit information from customer. Archer reserves the right to re-price any account(s) or return you to the local distribution utility provider if your rate code or meter type is changed and/or the account is no longer eligible for this program. You authorize, but do not obligate Archer to exercise your government aggregation opt-out rights.

Liabilities: Neither the Customer nor the Company shall assume liability or responsibility for any special, indirect, consequential or punitive damages for items associated with the failure of your local utility provider to perform its duties, including but not limited to operations and maintenance of their system or interruptions of service, termination of service, or from damages arising from structural damage as a result of negligence.

Choice of Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles which otherwise might be applicable.

Emergency: If you experience a power outage you should immediately call Rhode Island Energy at 1-855-RIE-1101.

SIGNATURE