

INDRA ENERGY TRAINING MANUAL AND CODE OF CONDUCT DOOR-TO-DOOR SALES AGENTS

This training manual sets forth the rules and code of conduct that door-to-door agents (“agent and/or agents”) **must** follow when selling Indra Energy natural gas and/or electric services to potential customers. It is critical that agents understand and follow these rules and policies, so they can conduct Indra Energy sales properly and answer customers’ questions accurately.

If a sales agent has any questions regarding this document, the agent should speak with their manager or supervisor.

This training manual and code of conduct covers the following areas:

- A. Knowledge of Indra Energy’s products, services, rates, and the customers’ right to cancel. If agents require additional information or have any questions concerning Indra Energy’s products and services, the agent should ask their manager or supervisor;
- B. Knowledge of Indra Energy’s Door-to-Door Standards when contacting a prospective customer, which incorporates applicable laws and regulations related to the sale of natural gas and/or electricity supply;
- C. Knowledge of Indra Energy’s toll-free number, where a customer can call for questions relating to billing, disputes, and complaints and contact information for the Public Utility Commission(s) or applicable state regulatory body; and
- D. Consequences for violating this training manual and code of conduct.

A. Indra Energy’s Products

Agents must be aware of Indra Energy’s products and offerings:

1. **Deregulated Retail Energy:** Deregulation allows for customers to purchase their energy from a competitive energy supplier. Just as customers can shop for other products and services, a customer also has the right to shop for an energy supplier.
2. **Measurement of natural gas or electricity:**
 - i. Ensure the customer is aware what their applicable unit of measure (therms, MCFs, or CCFs) for natural gas is or a kWh of electricity is.
 - ii. If not, explain that this is a measurement used to determine the price per unit measured for the amount of natural gas or electricity the customer uses.

3. **Indra Energy Rewards:** If a customer enrolls with Indra, the customer **has the option** to enroll in Indra Energy Rewards. To enroll in the rewards program, the customer must visit www.INDRAEnergyRewards.com and complete the enrollment process, which is a simple form entering their zip code and phone number.
- i. The customer cannot enroll until they start receiving Indra's supply service, which will typically take 1 to 2 billing cycles after they complete their enrollment with Indra;
 - ii. If the customer provides their email information, they will receive a welcome email and a reminder email to enroll in IndraEnergy Rewards;
 - iii. If the customer enrolls, they will earn **50 Reward Dollars per month**, so long as Indra Energy is supplying their natural gas and/or electricity;
 1. The customer will only receive 50 Reward Dollars per month even if the customer enrolls in both Indra's natural gas and electric supply service.
 - iv. The reward dollars accrue every month;
 - v. The reward dollars can then be used to redeem with over 330,000 local deals, 85,000 local and national chain restaurants, 20,000 movie theatres, 4,000 products, gift cards, and more; and
 - vi. The reward dollars earned never expire and if the customer cancels Indra's supply service, new reward dollars will stop accruing, BUT any current reward dollars will remain in the customer's account.
4. **Renewable Product Offerings**
- i. In all markets, Indra Energy offers a natural gas and electric 100 percent renewable energy product as its main product offering, regardless of whether the contract is for a fixed or variable rate. Indra also has standard non-renewable electric offerings.
 1. **Benefits of Renewable Energy:** Renewable energy reduces the carbon footprint associated with a customer's natural gas and/ or electricity use.
 - ii. **Natural Gas Renewable Energy Product Details:** If a customer selects a natural gas renewable energy product, one hundred percent (100%) of the customer's natural gas usage will be matched with carbon offsets.
 1. **What is a carbon offset?** When an entity like Indra purchase a carbon offset, the entity fund projects that reduce greenhouse gas (GHG) emissions. The projects might restore forests, update power plants, and factories or increase the energy efficiency of buildings and transportation.
 - iii. **Electric Renewable Energy Product Details:** If a customer selects an electric renewable energy product, 100% of the customer's electricity usage will be matched with renewable energy credits generated from renewable or alternative energy sources in the United States which have been qualified as such.
 1. **What is electric renewable energy?** Electricity in the United States is generated from a variety of resources. Fossil fuels such as oil, coal, and natural gas are not renewable and do not replenish themselves overtime. Renewable

energy however is derived from natural resources which naturally replenish themselves over time. A few examples of these natural resources are: solar, wind, hydropower, or biomass.

2. **What is a REC?** A renewable energy credit is a tracking mechanism used to demonstrate that renewable energy, such as wind or solar, was generated and distributed to the grid. One REC represents attributes of 1 MWh of electric generation (1000 kWh).
5. **Introductory/ Initial Rate:** If the customer's contract has an introductory/ initial rate, the customer will receive a promotional rate, which will remain the same for one to three billing cycles (depending on the product). Thereafter, the rate will switch to a fixed or variable rate plan (described below). Indra Energy communicates, to its marketing vendors, updated pricing on an as needed basis, however not less than monthly.
 6. **Fixed Rate Contracts/Products Only:** A fixed rate contract is a contract that will charge the customer the same price per therm/MCF/CCF or kWh for the contract duration. Contract durations range typically from 4-24 months. The price per therm/MCF/CCF or kWh is only for the supply portion of the customer's bill, and the customer's bill will still include utility distribution delivery charges, service charges, applicable taxes, and fees.
 - i. **Automatic Renewal Clause, Fixed Rate Contracts:** At the end of a fixed rate contract, Indra Energy will send a written renewal notice to the customer informing the customer of their options moving forward. If the customer takes no action upon receipt of the renewal notice, the contract will automatically renew to the rate then in effect (as disclosed in the renewal notice). In most instances, the customer will be renewed to a rate that is different from the current rate the customer is receiving, unless the customer affirmatively calls to renew to a different product or cancel service with Indra. If the customer is renewed to a variable rate product, the monthly variable pricing will be available to the customer per Section A(7)(i) of this Manual.
 1. In Illinois only, inform customers that in some instances, the Agreement will be renewed to a variable rate.
 7. **Variable Rate Contracts/Products Only:** If the customer selects a variable rate contract, the contract price will change month-to-month based on a variety of factors, listed in the Terms and Conditions and Contract Summary (if applicable). **There is no limit as to how much the price, per therm/MCF/CCF or kWh, can vary from one month to the next.**
 - i. **Monthly Variable Pricing:** A customer can access their future variable pricing information, updated monthly, by visiting the Indra Energy's website information listed below. This information is disclosed in the customers Terms and Conditions, Contract Summary (if applicable), and/or Renewal Notice (if applicable).
 1. DC - <https://IndraEnergy.com/district-of-columbia/district-of-columbia-variable-rates/>
 2. DE- <https://IndraEnergy.com/delaware/delaware-variable-rates-2/>

3. IL- <https://IndraEnergy.com/illinois/illinois-variable-rates/>
 4. MA-<https://IndraEnergy.com/massachusetts/massachusetts-variable-rates/>
 5. MD - <https://www.IndraEnergy.com/maryland-rates/>
 6. NJ- <https://IndraEnergy.com/new-jersey/>
 7. PA- <https://IndraEnergy.com/pennsylvania/pennsylvania-variable-rates/>
 8. OH - <https://IndraEnergy.com/ohio/ohio-variable-rates/>
 9. VA - <https://IndraEnergy.com/virginia/virginia-rates/>
8. **Contract Summary/Uniform Disclosure Statement (“Contract Summary”):** In select markets, in addition to the Terms and Conditions, a customer receives a contract summary. A contract summary is a one-page document that highlights and summarizes the main terms and conditions of the Agreement.
 9. **Statement Regarding Savings:** Indra Energy **does not guarantee savings for the duration of the customers’ product** and the customer will be billed at the rate listed on their Terms and Conditions, Contract Summary (if applicable), Door-to-Door Enrollment Form, Third-Party Verification, Welcome Packet, and/ or Renewal Notice. However, Indra may offer products with an initial saving message. Agents shall adhere to the sales script provided by Indra to communicate this information to a prospective customer.
 10. **Welcome Packet/Confirmation Letter:** Once a customer enrolls in Indra Energy’s supply service, the customer will receive a Welcome Packet, via USPS, electronic mail, or text message, that contains their Terms and Conditions and Contract Summary (if applicable). This Welcome Packet is provided in addition to the copies of the documents that are provided through the Paper Enrollment Process discussed on Pages 8 and 9 of this Manual. If the customer enrolls through an electronic process, discussed on Page 9 and 10 of this Manual, the customer will not receive an additional Welcome Packet via USPS, since the customer received an electronic copy of their Welcome Packet.
 11. **Notice of Cancellation:** When marketing to a prospective customer in person, the customer will receive a notice of cancellation (attached to the packet provided by Indra Energy or within their electronic Welcome Packet). This notice allows the customer to mail in the respective notice, exercising their right to cancel the Agreement within three business days of the in-person solicitation.
 12. **Customer Rescission Rights:** Customers can rescind (stop) their enrollment with Indra Energy during the rescission period stated in their Terms and Conditions, without incurring any Indra Energy charges. If a customer exercises their right to rescind the Agreement/contract, it is as if the contract was never formed. The rescission time-period for each state is located on page 13 of this Manual.

13. **Customer Cancellation Rights:** Indra Energy does not charge a cancellation fee. After the applicable rescission period, the customer can cancel any time thereafter with no penalty, but must pay for supply charges incurred, for their natural gas and/or electric usage, up until the customer is returned to their utility. During this time period, the customer must pay the rate under their applicable Agreement. Typically, a customer will be returned to their utility within one to two billing cycles (or 30 to 60 days).
14. **Single Utility Bill:** If a customer enrolls in Indra Energy's supply service, the customer will still receive one utility bill, with Indra Energy's supply charges and the utility distribution/delivery charges.
15. **Utility Response to Emergencies:** The local utility will still respond to any emergencies or power outages.
16. **Promotion and/or Incentives:** Any additional customer promotions and/or incentives offered by Indra Energy will be communicated to the sales vendor and/or agents directly from Indra Energy's marketing department. Agents are not authorized to offer any promotions and/or incentives unless directed by Indra Energy.
17. **Miscellaneous items to be aware of:**
 - i. Indra Energy does not require customers to pay a deposit.
 - ii. Indra Energy does not charge a fee to switch suppliers.

B. Indra Energy's Door-to-Door Standards

When an Indra Energy sales agent is meeting in person with a prospective customer, the sales agent shall:

1. Always be polite and courteous;
2. Adhere to the door-to-door sales script provided by Indra Energy;
3. Always accurately explain Indra Energy's pricing and contract terms;
4. Prominently display his or her identification badge provided by Indra Energy that includes: (a) the sales representative's full name; (b) a photo of the sales representative; (c) the sales representative's ID number; (d) Indra Energy's legitimate trade name and logo; (e) Indra Energy's telephone number for customer inquiries, verifications, and complaints; and (f) in Delaware only, Indra Energy's license number issued by the Public Service Commission and display his or her identification blue badge issued by the Delaware Division of Revenue.

5. Always keep his or her identification badge visible;
6. Offer to leave a business card with the customer;
7. Wear clothing that identifies the sales agent as an Indra Energy agent. **The clothing cannot in any way resemble clothing worn by a utility employee, government agency, consumer group, or another competitive supplier;**
8. State that he or she represents Indra Energy, an independent seller of natural gas and/or electricity, and explain that he or she **does not** represent customer's utility, government agency, consumer group, or another competitive supplier;
9. Inform the customer that if they enroll with Indra Energy, their utility bill will include Indra Energy's charges for natural gas and/or electric supply, as well as the utility's charges for delivering the natural gas and/or electricity;
10. Confirm the person with whom the sales agent is speaking is authorized to make changes on the customer's account. **If a sales agent is attempting to enroll a customer in both Indra's natural gas and electric product, the agent must confirm the individual whom the agent is speaking with is authorized to make the changes for BOTH natural gas and electric accounts.** A list of authorized individuals, by state, is located on page 13 of this Manual. If none of those persons are available, the sales agent must politely end the conversation with the person;
11. Inform the customer of their right to mail the notice of cancelation and their right to rescind the sales Agreement;
12. Provide the customer with written information regarding Indra Energy's services (provided by Indra Energy). Any written materials, including sales agreements, must be provided in the same language the sales agent spoke to the customer;
13. If the customer cannot understand English, the sales agent shall find another agent that can speak the customer's language (a Spanish speaking agent) or, if there is no one who speaks the customer's language, the agent must terminate the solicitation;
14. Upon request of a customer, the agent shall accurately disclose the rate currently being charged by the customer's natural gas and/or electric supplier. If the rate is not known, the agent shall not make any false or misleading statements regarding the rate currently being charged;
15. Leave the customer's premises as soon as asked to do so, or if the customer expresses no interest in enrolling with Indra Energy for natural gas and/or electric service;

16. If the sales agent receives a request from a customer not to receive solicitations from Indra Energy, the customer shall no longer be contacted. The sales agent must immediately notify Indra Energy so that Indra Energy can update its marketing and sales databases to reflect this request; and
17. Keep all customer information obtained, for the purposes of enrolling the customer with Indra Energy, **confidential**.

Prohibited Conduct When Conducting In-Person Sales

Sales representatives **shall not** engage in any of the following practices when conducting in person sales:

1. Conduct in-person solicitations outside of the hours listed on page 14 of this Manual, in accordance with state law and /or regulation;
2. Request a prospective customer's account number or request to view the customer's natural gas and/or electric bill until the agent has introduced him/her self, stating the required language in Indra Energy's Door-to-Door Script;
3. Permit another individual, approved or no to solicit Indra Energy products, to use his or her unique Indra Energy Agent ID number to conduct sales activity;
4. Fabricate, falsify, or in any way obfuscate customer account or contact information, including but not limited to customer phone number or email address;
5. Suggest that enrolling with Indra Energy's supply service is mandatory;
6. Represent that a customer has a pre-existing business relationship when no relationship exists;
7. Change a customer from a utility or other energy provider to Indra Energy without authorization from one of the individuals listed on page 13 of this Manual, this **commonly known as slamming** and **is strictly prohibited**;
8. Represent that the customer's current charges for natural gas and/or electric service are illegal, improper, and/or subject to refund or reimbursement;

9. Present a sales solicitation to a customer in any language besides English and Spanish. If the sales solicitation occurs in Spanish, the agent must provide the customer with all contracts and documents in Spanish;
10. Engage in aggressive sales tactics with Senior Citizens (individuals 60 years and older);
11. Attempt to conduct any sales if required permits, licenses, or registrations are not in place; and
12. Conduct any in-person sales at any building or premises where any sign, notice or declaration of any description whatsoever is posted that prohibits sales, marketing, or solicitations.

Door-to-Door Agreement – Process and Forms

Paper Agreement Process

If the sales agent enrolls the customer with a printed hard copy door-to-door enrollment form or letter of agency/authorization, provided by Indra Energy, the **sales agent shall**:

1. Disclose all the required statements provided in Indra Energy's Door-to-Door Script;
2. Fill in the following sections on the door-to-door enrollment form or letter of agency/authorization:
 - a. Section titled "Customer Information,"
 - b. Section titled "Account Information," and
 - c. The customer's natural gas and/or electricity rate(s).
3. Fill in the appropriate rate, product term information on the customer's contract summary (if applicable). In Illinois only also fill in your agent ID and the date of the sonification at the bottom of the contract summary/uniform disclosure statement;
4. Instruct the customer to read the section titled "Customer Acknowledgment and Authorization;"
5. Allow the customer a reasonable opportunity to read any remaining enrollment documents and ensure the customer understands they are authorizing a switch in their natural gas and/or electricity supplier;
6. Confirm all customer questions are answered;
7. Instruct the customer to sign the door-to-door enrollment form or letter of authorization/agency;

8. Provide the customer with copies of Indra Energy’s Terms and Conditions, Contract Summary (if applicable), Door-to-Door Enrollment Form, and Notice of Cancellation. These documents are attached to the sales packet provided by Indra Energy;
9. Advise the customer that he or she will need to participate in a recorded third-party verification process (Indra Energy’s TPV) to complete their enrollment, which is authorizing a switch from their utility or current supplier to Indra.

If the sales agent initiates Indra Energy’s TPV, by connecting the customer to a TPV agent, the sales agent must either: **(1) leave the premises; (2) stay at the customer’s premises but not answer any questions and remain silent once connection is established to the TPV company; or (3) ask permission to stay at the customer’s premises and remain silent during the TPV. Agents shall not coach a customer to “just say yes” to all of the verification questions or guide the customer in responding to the verification questions.** The chart below outlines the requirements in each state.

DE, IL, OH, & MD	DC, MA, NJ, & VA	PA
The sales agent must leave the customer’s premises prior to conducting the TPV. The sales agent must disclose the customer’s right to rescind the Agreement, as required in the Door-to-Door script.	The sales agent may remain at the customer’s premises; <u>however, the agent cannot answer any questions during the TPV, speak during the TPV, or guide the customer to answer the TPV questions in any specific manor (for example by stating just say “yes”).</u>	The sales agent must ask the customer for permission to remain on the premises during the TPV. If the customer does not consent, the agent must disclose the customer’s right to rescind the Agreement and leave the premises prior to connecting the customer to the TPV.

Electronic Enrollment Process

In select markets, Indra Energy enrolls customers through electronic/application-based method. To complete a successful enrollment, the customer will complete an **electronic form and a third-party verification**. To complete this process, the agent shall:

1. Be in the physical presence of the customer when initiating and submitting the enrollment page, prior to initiating the verification process discussed in subsections 5 and 6 below;
2. Launch the application on a mobile device, select a new order, and then select your campaign (marketing territory);

3. Fill in the customer specific information located on the enrollment page;
4. Confirm all customer questions are answered;
5. Inform the customer they will receive an email or text notification prompting the customer to complete the electronic enrollment process. Inform the customer that this process will require the customer to check certain affirmations and sign the enrollment page as verification that the customer agrees to authorize a switch of their natural gas and/or electric supplier. Also, inform the customer that they will need to complete a brief recorded third- party verification to finalize their enrollment;
6. Once the sales agent initiates Indra Energy's TPV, the sales agent must either: **(1) leave the premises; (2) stay at the customer's premises but not answer any questions and remain silent once connection is established to the TPV company; or (3) ask permission to stay at the customer's premises and remain silent during the TPV.** The chart located on page 9 outlines the requirements for each state.
7. Inform the customer they will receive copies of their Terms and Conditions, Contract Summary (if applicable), Notice of Cancellation, and a copy of their Verification via email or text message confirmation (based on the method of communication the customer selected). The customer will not receive a Welcome Packet via USPS if the customer enrolls through an electronic enrollment process (as discussed in Section A(10) of this Manual).

C. Indra Energy's Contact Information & Public Utility Contact Information

1. Indra Energy's contact information for questions, dispute resolution, and cancellation requests:

Phone: (888) 504 – 6372

Fax: (718) 851-2427

Mail: Indra Energy

1515 Market St, Suite 1200

Philadelphia, PA 19102

Internet Address: www.IndraEnergy.com

Email: CustomerCare@IndraEnergy.com

Indra Energy's PUC License Numbers for each state: Located below

DC	DE	IL	MD	MA	NJ	OH	PA	VA
Electric: EA 2016-16 Natural Gas: GA 2016-05	Electric: 16-0929	Electric 12-0629	Electric: IR-1804 Natural Gas: IR-1803	Electric: CS-092 Natural Gas: GS-046	Electric: ESL0049 Natural Gas: GSL0033	Electric: 10-199E(5) Natural Gas: 10-180G(5)	Electric: A-2009-2108338 Natural Gas: A-2009-2100320	Natural Gas: G-49

State specific Public Utility Contact Information

DC	DE	IL	MD	MA	NJ	OH	PA	VA
<p>PSC at (202) 626-5100 or via the web at www.dcps.org</p> <p>The Office of the People's Counsel can be reached at (202) 727-3071 or via the web at www.opc-dc.gov</p>	<p>PSC at 800-282-8574, by U.S. Mail at 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904, or visit the web at http://depsec.delaware.gov/.</p> <p>Delaware Division of Public Advocate at 1-888-607-2427 (toll free) or 302-577-5077, by U.S. Mail at 29 South State Street, Dover, DE 19904, by email at public.advocate@state.de.us, or via their website at https://publicadvocate.delaware.gov/</p>	<p>The Commission's Consumer Services Division (CSD) at 800-524-0795 (toll free) or TTY at 800-858-9277 (toll free), via the CSD website at http://www.icc.illinois.gov/consumer/complaint/, or by mail to Illinois Commerce Commission, 527 East Capitol Ave., Springfield, IL 62701.</p> <p>If the customer needs general information about their service, or wish to obtain educational materials, the customer may contact the Commission at 800-524-0795 (toll free) or TTY at 800-858-9277 (toll free) or at http://www.icc.illinois.gov/</p>	<p>PSC at (800) 492-0474, by U.S. mail at 6 St. Paul Street Baltimore, MD 21202, or via the web at http://www.psc.state.md.us/psc/</p>	<p>DPU: at 1-877-886-5066, by mail at One South Station Boston, MA 02110, or via the web at http://www.mass.gov/eea</p>	<p>BPU at 1-800-624-0241</p>	<p>PUCO Phone at (800) 686-7826 or via the web at www.puco.ohio.gov</p> <p>Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622</p>	<p>PUC at (888) 782-3228 (electric competition hotline)</p> <p>PUC Consumer Hotline at 1-800-692-7380</p>	<p>The VA State Corporation Commission at 800-552-7945; (b) via the web at www.scc.virginia.gov; or (c) by mail at 1300 E. Main St. Richmond, VA 23219</p>

D. Consequences for violating

VIOLATIONS OF THESE RULES AND PROCEDURES WILL NOT BE TOLERATED

- A. Indra Energy will continuously monitor sales representatives to ensure compliance with all policies and procedures, including this training manual;
- B. Indra Energy will take prompt, remedial action to correct any improper behavior of a sales agent including providing warnings, retraining, disciplinary action, forfeiture of commissions, suspension and/or termination depending on the nature of the allegation;
- C. Indra Energy will conduct an internal investigation based on the available information in order to assess the severity and legitimacy of the allegation;
- D. Indra Energy will make a fact-based determination on what type of corrective action and/or penalty should be imposed after its review of the available information; and
- E. If it is found that any sale resulted from an improper sales practice or any other violation of the training materials, Public Utility Commission rules, or Indra Energy 's internal policies and procedures, the sales agent responsible for that sale will be subject to penalties and consequences as determined by Indra Energy and listed above in Section D.B.

*(State Specific Information Follows &
Code of Conduct for Door-to-Door Agents Follows)*

Authorized Individuals to Enroll in Indra Energy's Supply Service by State

DC, DE, MD, & VA	MA, IL, OH, & PA	NJ
Only the account holder or customer of record on the Utility bill can enroll with Indra Energy's supply service.	The named customer on each of the account(s), the spouse of the named customer on the account(s), or an individual over 18 years old and authorized to make decisions concerning such account(s) can enroll with Indra Energy's supply service.	The person whose name appears on the utility bill for the account; or the spouse of the person whose name appears on the utility bill for the account; or the authorized adult (at least 18 years old) child of the person whose name appears on the utility bill for the account.

Rescission Time-Period to Stop the Customers Enrollment with Indra Energy

DC, DE, MA, & PA	IL	OH	NJ	VA
The customer has three business days from the date they receive their terms and conditions (which is three days from the in-person solicitation).	The customer will receive written notification from the utility confirming the switch to Indra Energy. The customer may rescind the pending enrollment without any penalty within ten (10) calendar days by contacting either Indra Energy or your utility.	<p>The customers' electric and/ or natural gas utility will send a written notification of the customers transfer to Indra Energy's supply service.</p> <p>Electric customers only. The customer has seven calendar days from the postmark date on the utility notification to rescind their Agreement.</p> <p>Natural gas customers only. The customer has seven business days from the postmark date on the utility notification to rescind their Agreement.</p>	The customer has seven days to rescind this Agreement.	The customer has ten business days following the mailing of the notice of enrollment by their utility to rescind.

After the rescission period, the customer is still able to cancel Indra Energy's supply service at any time, but must pay for supply charges already incurred, up until the customer is returned to their utility. See Section A(13) on page 4 of this Manual.

Door-to-Door Solicitation Time Restrictions
Marketing via Door-to-Door Is Only Allowed During the Stated Times Below

DC	DE	IL	MD, MA, NJ, & OH	PA	VA
9:00am-sunset	9:00am-8:00pm (if a local ordinance has more strict solicitation requirements, must follow the local ordinance)	9:00am-7:00pm OR civil dusk (whichever is earlier)	10:00am-6:00pm	9 a.m. and 7 p.m. during October 1 and ending March 31, 9 a.m. and 8 p.m. during the months beginning April 1 and ending September 30	N/A

Agents in Pennsylvania, should be aware of the following definitions

1. Generation Charge - The charge for the production of electricity;
2. Transmission Charge - The charge for moving high voltage electricity from a generation facility to the distribution lines of the EDC;
3. Commodity Charge – The charge for the natural gas product that is sold, measured in cubic feet, CCF, therms, or dekatherms (Dth);
4. “Generation prices and charges are set by the electric generation supplier you have chosen;”
5. “The Public Utility Commission regulates distribution prices and services;”
6. “The Federal Energy Regulatory Commission regulates transmission prices and services;”
7. Commodity Charge – The charge for the natural gas product that is sold, measured either by volume (Ccf, Mcf) or heating value (dekatherms);
8. Other definitions located on the following website:
http://www.puc.state.pa.us/consumer_info/electricity/electric_competition_dictionary.aspx.

Pennsylvania’s marketing regulations are codified in the Pennsylvania Public Utility Commission (“PA PUC”) regulations at 52 Pa. Code 111.1 et seq, 52 Pa. Code 54.1 et seq, 52 Pa. Code 62.71 et seq. Pennsylvania’s billing and consumer protection regulations are codified in the PA PUC regulations at 52 Pa. Code 56.1 et seq. The PA PUC’s regulations are incorporated into this training manual.

Required Notice for Maryland Agents

Maryland’s marketing regulations are codified in the Maryland Public Service Commission’s (“MD PSC”) regulations at 20 COMAR Subtitles 53 and 59. The MD PSC’s regulations are incorporated into this training manual.

Required Notice for Massachusetts Agents Standards of Conduct per D.P.U. 14-140-G

1. All agents engaging in a door-to-door marketing campaign shall produce and display identification clearly stating the Indra Energy 's name and logo, and the agent's first name, photo, and identification number;
2. All agents engaging in a door-to-door marketing campaign shall provide a phone number on request that the customer can call to verify the identity of the individual and Competitive Supplier or Electricity Broker they are representing;
3. All agents engaging in a door-to-door marketing campaign shall identify the Competitive Supplier (Indra Energy) which he/she represents upon commencement of the sales call; and
4. Agents engaging in a door-to-door marketing campaign may not represent, in any way, that he/she is affiliated with the local distribution company serving the customer.

Required Additional Disclosures for Illinois Agents

1. When an Indra Energy sales agent is meeting in person with a prospective customer, the sales agent shall:
 - a. Obtain consent to enter multi-unit residential dwellings. Consent obtained to enter a multi-unit dwelling from one prospective customer or occupant of the dwelling shall not constitute consent to market to any other prospective customers in the dwelling without separate consent.
2. Sales representatives **shall not** engage in any of the following practices when conducting in person sales:
 - a. Make a record, by copying or photographing, a customer's account number or utility bill information prior to the customer affirmatively agreeing to enroll with Indra.
 - b. Approach the customer after the electronic enrollment process and TPV is completed for a period of no less than twenty-four (24) hours **unless** contacted by the customer.

Required additional Disclosures for New Jersey Agents

1. When an Indra Energy sales agent is meeting in person with a prospective customer, the sales agent shall:
 - a. **Immediately** stop the sales solicitation if the authorized individual is not available OR if the potential customer indicates they have no interest in enrolling in Indra's supply service; and
 - b. If the agent has only obtained authorization to switch one service (such as Electricity Supply Service), the agent may not submit an enrollment for the other service (Gas Supply Service) without obtaining a separate authorization for the service.
2. Sales representatives **shall not** engage in any of the following practices when conducting in person sales:
 - a. Make any representations about savings, directly or indirectly, including but not limited to a percentage savings, that the customer may realize by switching to Indra as his or her supplier of gas and/or electric service that are not fully substantiated by a recently conducted comparison of Indra's rates with the rates of the Consumer's current LDC or TPS for comparable services, and authorized by Indra;
 - b. Represent that Indra offers competitive prices when such is not the case; and
 - c. Obtain access to a customer's bill under false pretenses when the actual purpose of obtaining the customer's bill is to switch the customer's gas and/or electric service to Indra. For example, a sales representative may not obtain access to a customer's bill by stating that the representative:
 - a. Is investigating illegal overcharges by the customers utility;
 - b. Is processing a complaint against the customer's utility; or
 - c. Intends to provide a refund or reimbursement for any overcharges by the customer's utility.
3. **Additional Items/Restrictions/Consequences:**
 - a. If Indra receives a customer complaint within 6 months of the customer's enrollment and, upon investigation, Indra determines that any deceptive or improper sales practice has occurred, Indra shall further investigate enrollments submitted by the same sales representative for the 6-month period prior to the date of the complaint. Such examination shall include, but not be limited to, examination of customer enrollment records, sales call notes, and, for telephone solicitations, listening to a random selection of solicitations made by the representative; and
 - b. At least once every seven days, Indra will randomly select a sample of at least five percent of enrollments or fifteen total enrollments, whichever is greater, and review such enrollments for compliance with this Training Manual and Code of Conduct.

INDRA ENERGY CODE OF CONDUCT- DOOR TO DOOR AGENTS

Please initial each statement below, confirming that you have read and understand this Code of Conduct.

_____ I have read and received the Indra Energy D2D Training Manual and Indra Energy Door-to-Door Script and I understand I must disclose the information contained in the Script to any prospective customer;

_____ In order to properly enroll a customer with Indra Energy, I understand all customer information on the D2D Enrollment Form or Electronic Enrollment Form and a TPV must be completed;

_____ I will not make false, misleading, materially inaccurate, or otherwise deceptive representations, including misrepresenting rates or savings offered by Indra Energy including any reference to a rate reduction, discount, or savings guarantee where none exists;

_____ I will not wear apparel, accessories, or carry equipment that contains branding elements including a logo that suggests a relationship with a utility, government agency, consumer group, or another competitive energy supplier;

_____ I will not create or use any written or electronic marketing materials that have not been provided by Indra Energy or approved by Indra Energy prior to use;

_____ I will not enroll or switch a customer from a utility or other competitive energy supplier to Indra Energy without authorization from an authorized individual listed on Page 13 of this Manual, this is commonly known as slamming and I understand that it is strictly prohibited;

_____ I understand if the customer being solicited is having difficulty understanding or communicating in English, the solicitation shall cease or switch to the customer's main language;

_____ I understand I must always keep my identification badge visible and if a customer requests I leave the premises, I must do so immediately;

_____ I understand if a customer requests not to receive any future solicitations from Indra Energy, I must inform my sales manager, so the information can be reported to Indra Energy;

_____ I will keep all customer information confidential and I will not utilize the information for any other purpose, except enrolling the customer with Indra Energy;

_____ I will provide a customer with Indra Energy's toll free telephone number (1-888-504-6372), if the customer has any questions relating to billing, disputes, and/or complaints; and

_____ I understand that if I violate any applicable federal/state laws and/or regulations or Indra Energy's internal policies and procedures, I will be subject to discipline.

I, _____, affirm that I have read, received, and understood the above statements, including the attached Door-to-Door Script, the Indra Energy Training Manual, and that I have attended the required training.

By: _____ (signature) **Title/Position:** _____ **ID#:** _____ **Dated:** _____