

Energy Consulting Service Agreement

This Energy Consulting Service Agreement (the "Agreement") dated _____, executed between _____ (hereinafter referred to as "Client") and **Leoco Financial LLC d/b/a Puleo Energy** ("Company") with primary office located at 500 Office Center Drive, Suite 4012, Fort Washington, PA 19034. The Company is in the business of providing energy consulting services to its business clients, specifically related to electricity supply, natural gas supply, and commercial solar.

WHEREAS, the Company offers energy services to businesses, organizations, and homeowners;

WHEREAS, the Client wishes to engage and the Company wishes to act as an independent energy consultant on behalf of the Client; and

WHEREAS, the Client desires to retain the Company to work as its independent energy consultant with the exclusive right to offer energy services.

IN NO WAY DOES THIS AGREEMENT BIND OR OBLIGATE THE CLIENT TO PURCHASE SERVICE, ENGAGE WITH AN ENERGY SUPPLIER, OR TAKE ANY ACTION. THIS AGREEMENT SHALL ONLY APPLY IF AND WHEN THE CLIENT DECIDES TO SIGN ANY THIRD PARTY AGREEMENTS RECOMMENDED BY THE COMPANY.

Now therefore, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. **Independent Contractor:** It is understood that the Company is an independent contractor, and nothing contained in this Agreement shall be construed as appointing the Company as an employee of the Client. Correspondingly, it is understood that the Company is solely responsible for the payment of all taxes on commissions paid by the Client under this Agreement. It is agreed that the Client shall do no withholding for income, self-employment, payroll or any other taxes. Moreover, nothing in this Agreement grants or authorizes either party to assume or to create any obligation, contract or liability, express or implied, on behalf or in the name of the other. Company is providing Services on an exclusive basis.

2. **Services:** The Company shall provide Energy Services to the Client specifically related to negotiating electricity supply agreements with third parties and arranging for electricity supply, negotiating natural gas supply agreements with third parties and arranging for natural gas supply, energy futures market monitoring, utility billing management, and negotiating commercial solar agreements with third parties ("Energy Services"). The Company may provide one, several, or all Energy Services to the Client during the term of this Agreement. All Energy Services shall be subject to the terms and conditions herein.

3. **Third Party Agreements:** It is understood that the Company is a consultant and/or broker that facilitates agreements between third parties and the Client ("Third Party Agreements"). The Client expressly agrees that prior to signing any Third Party Agreements it shall read those agreements carefully and/or consult the services of an attorney if deemed necessary. The Client acknowledges that it shall be bound by the terms and conditions of the Third Party Agreements and it is the Client's responsibility to understand those terms and conditions prior to signing.

4. **No Guarantee:** Client acknowledges and agrees that Company makes no specific guarantee or warranty regarding the Energy Services which it performs on Client's behalf or related to any of the Company's recommendations, guidance, or advice including but not limited to the guarantee of energy cost savings, future energy market prices, the performance of an energy product or agreement, or any other result.

5. **Indemnification:** Client agrees to indemnify and hold Company, and its affiliates or subsidiaries and Company's directors, officers, employees, contractors and agents, harmless from any and all liability including claims, judgments, civil penalties, refunds, attorney fees, court costs or lost business that may be made by Client and/or any third party, that is due to or arising out of Client's conduct or a Third Party's conduct. "Third Party" is defined as any energy suppliers, independent sales agents, affiliates, and/or solar companies recommended by the Company.

Furthermore, Client agrees to indemnify and hold Company, and its affiliates or subsidiaries and Company's directors, officers, employees, contractors and agents, harmless from any and all liability including claims, early termination penalties, judgments, civil penalties, refunds, attorney fees, court costs or lost business that may result from Client providing the Company with an incorrect start date for an energy supply contract. It is the Client's sole responsibility to provide to the Company accurate details related to any energy supply quotes or contracts.

6. **Fees:** Client acknowledges and agrees that the Company will earn a sales commission and/or fee when the Client enters into Third Party Agreements with energy suppliers and/or solar companies recommended by the Company. Furthermore, the Client agrees that such fees shall be included in the total price referenced in any Third Party Agreements.

7. **Disclosure: Client acknowledges and agrees that it has been made aware, prior to the execution of this Agreement, that the Principle of Company has a prior criminal conviction in the energy sector. Client understands he/she can read more details about this incident at: puleoenergy.com/disclosure.**

8. **Forward-Looking Statements:** Some of Puleo Energy's communications ("Communications") may contain forward-looking statements, including statements regarding trends in commodity prices; demand for commodities; plans, strategies, and objectives of energy price management; anticipated natural gas production or storage numbers; electricity demand; electricity transmission rate tariffs, electricity capacity auction results; and other information not described herein. Forward-looking statements can be identified by the use of terminology such as 'intend', 'aim', 'project', 'anticipate', 'estimate', 'plan', 'believe', 'expect', 'may', 'should', 'will', 'continue', 'annualized' or similar words. These statements discuss future expectations concerning the results of markets, prices, or financial conditions or provide other forward-looking statements. These forward-looking statements are not guarantees or predictions of future performance and involve known and unknown risks, uncertainties, and other factors, many of which are beyond our control, and which may cause actual results to differ materially from those expressed in the statements contained in the Communications. Readers are cautioned not to put undue reliance on forward-looking statements. For example, future prices for natural gas or electricity communicated in the Communications will be based, in part, upon the market price of production, the total amount of energy supply, and consumer demand, which may vary significantly from current levels. These variations, if materially adverse, may affect the price for either such commodity in the spot or futures markets. Other factors that may affect the actual cost or price of electricity or natural gas include the impact of geopolitical situations; the exportation of liquid

natural gas to foreign countries from the U.S.; the price and production of crude oil; and other factors that might not be identified herein. Except as required by applicable regulations or by law, Puleo Energy does not undertake any obligation to publicly update or review any forward-looking statements, whether as a result of new information or future events. Past market performance cannot be relied on as a guide to future market performance.

9. **Term:** The term of this Agreement shall be for a period of 12 months from the date of the Agreement and shall auto-renew for consecutive 12 month periods thereafter. All Energy Services performed by the Company for the Client and Third Party Contracts signed by the Client during the term of this Agreement shall be subject to the terms and conditions herein. This Agreement may be canceled at any time by either party by providing written notice to the opposite party via email and/or U.S. mail.

10. **Miscellaneous:**

a. **Governing Law; Consent to Personal Jurisdiction:** This Agreement shall be construed and governed by the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of law provisions of any jurisdiction. To the extent that any lawsuit is permitted under this Agreement, the Parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Montgomery County, Pennsylvania.

b. **Assignability:** Neither Client nor Company may assign this Agreement without prior written approval from the other party.

c. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Company represents and warrants that he/she is not relying on any statement or representation not contained in this Agreement. To the extent any terms set forth in any exhibit or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such exhibit or schedule.

d. **Headings:** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

e. **Severability:** If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Energy Consulting Agreement as of the date first written above.

Leoco Financial LLC
d/b/a Puleo Energy

Client:

Sign: _____

Sign: _____

Name: Samuel M. Puleo, Jr.

Name: _____

Title: CEO

Title: _____

Letter of Exclusivity (“LOE”)

Authorization To Obtain Historical Billing Data: I hereby name the broker listed below as my **exclusive agent** and grant my agent authorization to contact my local electricity and/or natural gas utility company(ies) for the purposes of obtaining historical energy consumption data for my utility accounts listed below, and to collect historical bill copies from my local utility company(ies).

Authorization To Access Online Utility Data: I further grant my agent **exclusive access** to my online system provided by my local utility company(ies). If I do not have an online account set up, I authorize my agent to establish access to data electronically through any online system provided by my local utility company(ies).

Authorization For Third Party Energy Suppliers To Obtain Data: I further give my **exclusive agent** permission to share this information and this authorization with electricity and natural gas suppliers in order to obtain price quotes.

Effect: This agreement shall remain in effect until canceled by me. This authorization supersedes any previous authorization of similar scope currently in place. I have the full right to terminate this letter at any time and for any reason.

Broker Name:

Business Name:	
Contact Name:	
Phone:	
Email:	
Address:	
Utility:	
Account Number(s):	
New Contract Start Date:	
User Name:	
Password:	

By signing below, I acknowledge that I am the person listed on this document, authorized to bind the business listed herein, and that all details provided are accurate. Furthermore, I agree to release any liability related to an incorrect New Contract Start Date.

Sign: _____

Date: _____