

Client Service Agreement:

Client (You) _____
 Client Entity/Organization Name DBA Name Phone email

Address _____
 Street Address City State Zip Code

Utility Advocate agrees that if no savings are identified, there will be no fee for our services.

For each project, **Utility Advocate** agrees to:

You agree to:

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| <ol style="list-style-type: none"> 1. Perform audit work on all utility or service provider billings in order for Client to obtain future billing reduction opportunities and or refunds. 2. Audit past bills for periods allowed by the utility, public utility commissions and/or other state authorities. 3. The services will include Electricity, Natural Gas, Water/Sewer, Telecom, Merchant Services and Energy Efficiency Services. 4. Client will only be invoiced for savings that result from errors and/or overcharges that Utility Advocate, LLC identifies and corrects, herein referred to as the "Findings". 5. In the event there are no historical Findings, Utility Advocate, LLC will continue to monitor statements for the term of the Review Period and Client will only be invoiced monthly if Utility Advocate can demonstrate a savings due to their efforts. 6. Keep you informed of the progress, be respectful of the relationships between you and your existing supplier and provide you with professional and ethical service. | <ol style="list-style-type: none"> 1. Provide Utility Advocate with access to facilities, and service provider billing information for audit purposes, or copies of all relevant invoices, supply contracts and agreements for all your sites for the term of this Agreement. 2. Exercise good faith and fair dealings when making the decision to implement Utility Advocate's findings and recommendations and acknowledge that Utility Advocate's investment of resources to improve your firm's profitability is predicated on you exercising good faith and fair dealings. 3. Until the implementation of findings, you agree not to duplicate the work of Utility Advocate and solicit offers from other audit firms that provide similar services. 4. Pay all Utility Advocate's invoices within 30 days of receipt. Utility Advocate reserves the right to add one percent (1%) interest per month on any invoices unpaid after 30 days. 5. Furnish any additional information and documents requested by Utility Advocate, LLC in connection with this Agreement. 6. Treat all information provided by Utility Advocate in strict confidence if not already in the public domain. |
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SAVINGS, FEES and TERM

Savings

- a. If Utility Advocate, LLC is not successful in obtaining a refund, credit or savings resulting from errors and/or overcharges for the Client, or if the Client does not approve findings requiring upfront investment, there is **no fee or obligation of any kind**.
- b. Utility Advocate, LLC performs utility audits on a contingency basis, and if there are no Findings, there is **no fee due** Utility Advocate.

Preventative Monitoring Fee:

- a. **Review Period-** Utility Advocate will conduct ongoing preventative monthly monitoring ("real time" audits) for the term of the Agreement, to ensure the corrections made remain and no new errors are discovered. You agree to pay Utility Advocate 50% of the Findings, for any savings Utility Advocate can demonstrate was the result of their efforts any month, during the "Initial Term" of forty-eight (48) months. Findings will not include the effects of a change in your telecom, merchant services or electric and/or gas provider, or savings resulting from a restructuring of your existing telecom and/or merchant services accounts. Payment is due thirty (30) days only after each such monthly bill is received. **If in any month during the term of this Agreement, Utility Advocate does not demonstrate a savings based on Utility Advocate's efforts, there will be no fee due to Utility Advocate for that month.** Utility Advocate, LLC will send an invoice with the savings comparison each month demonstrating the savings for that month.
- b. **Refunds-** If Utility Advocate, LLC is successful in obtaining a refund for the Client of past charges related to their utility bills, whether in the form of credit or tender, Client agrees to pay 50% of the credit or refund amount to Utility Advocate. Payment is due thirty days (30) only after the refund is received or credit issued.

Client hereby appoints Utility Advocate, LLC, 220 Main Street South, Southbury, CT 06488, as its agent and attorney-in-fact as it applies to utility audit and efficiency services. Utility Advocate, LLC's powers are limited to the power to receive funds, as described herein, on the Client's behalf from the utility, the right, power, and authority to do every act and deed, including all advisable and necessary activities using our best efforts regarding audit services and overcharge analysis and towards obtaining refunds and overcharge reimbursements as fully as the Client could do. Utility Advocate LLC shall not be liable for any billing error that may not be discovered, recovered and/or resolved. If Utility Advocate, LLC obtains a refund delivered in the form of tender, Utility Advocate, LLC shall remit Client's share to it within thirty (30) days. If Utility Advocate, LLC arranges for a credit to be issued to Client, Client shall receive the credit directly from the utility and shall be invoiced by Utility Advocate, LLC. Utility Advocate, LLC agrees to keep all Client information confidential and private. In turn, Client agrees to keep all proprietary information received from Utility Advocate, LLC confidential and private, such as forms, procedures, and communications (electronic, written and oral). The undersigned, having reviewed the above provisions, accepts the terms and conditions contained in this Agreement as outlined above, and represents they are an authorized signatory for the Client. This Service Agreement shall be governed by the laws of the State of Connecticut, without regard to conflicts of law principles. Should there be a termination or breach of this Agreement by the Client and a failure to remedy the breach within 30 days of receiving written notice, Client remains liable for the total estimated fees for the remainder of the term.

 Print Name and Title of Authorized Signatory Signature Date