REBATE ENERGY

Utility Audit Recovery Agreement

Commercial electricity and natural gas billing review and recovery services

Legal entity operating as Rebate Energy

Effective date after both parties sign

Rebate Energy business address

Client legal name and any DBA

Client business address

Authorized client contact and title

Client email and telephone

1 Parties and scope

The legal entity identified above, doing business as Rebate Energy (**Auditor**), and the client identified above (**Client**) agree to the following terms. This agreement takes effect only when both parties sign and the account scope is completed. The covered commercial accounts and review period appear in Schedule A on page 4. California accounts are excluded.

Auditor will review available electricity and natural gas bills, supplier agreements, applicable tariffs, meter information, payments, adjustments, and related records for potential historical billing errors. The target review is up to 36 months unless Schedule A states otherwise. Auditor may prepare supported billing inquiries and correction requests. A separate signed letter of authorization is required for third-party records access or communications.

2 Recovery fee of 30 percent

Client will pay Auditor **30% of Actual Recovery** resulting from an issue first identified and documented by Auditor under this agreement. Actual Recovery means money refunded to and received by Client, plus a historical billing credit actually applied to reduce Client's amount due. It includes interest actually received on that recovery. A merely requested amount, an unused or conditional credit, projected future savings, rebates unrelated to the identified billing error, and reductions in future consumption are excluded.

No recovery means no recovery fee. There is no upfront professional service fee. No outside professional, filing, or other third-party expense may be charged to Client without Client's prior written approval of the amount or limit. A different fee or additional service requires a written amendment signed by both parties.

3 Invoicing and payment

Refunds must be paid directly to Client; Auditor may not receive, endorse, redirect, or hold Client funds. Auditor will invoice after verifying Actual Recovery and provide the supporting calculation. Payment is due within 30 days after Client receives the invoice. For a $10,000 Actual Recovery, the fee is $3,000 and Client retains $7,000 before any separately approved expense. Reversed recoveries reduce the fee proportionately; Auditor will refund or credit an overpaid fee within 30 days after verification.

Utility Audit Recovery Agreement

Operating terms for the agreed commercial account review

4 Limits on authority and client decisions

Auditor may request records, investigate calculations, and communicate billing questions only within the signed LOA and applicable utility procedures. Auditor cannot switch suppliers, procure energy, alter a rate or contract, accept a settlement, waive a claim, commence litigation, sign for Client, or direct payment without separate specific written authority. Client decides whether to accept a proposed resolution. Auditor does not provide legal representation or tax advice.

5 Client cooperation and existing claims

Client confirms the signer has authority over the listed accounts, will provide accurate available records, and will notify Auditor of relevant supplier changes, disputes, refunds, credits, and other representatives. Before work begins, Client will identify existing claims or previously identified errors in Schedule A. Fees do not apply to those disclosed matters unless both parties expressly agree in writing to additional work and its fee. Client remains responsible for utility payments and filing deadlines; this agreement does not suspend them.

6 Confidentiality and information handling

Each party will use nonpublic information only for this engagement, restrict access to people and service providers who need it, and use reasonable safeguards. Auditor may disclose necessary records to the applicable utility or supplier to investigate a claim and to approved professional advisers subject to confidentiality obligations. No disclosure is permitted for unrelated marketing or sale of Client data. Legally compelled disclosure is permitted with notice to Client where lawful.

AI-assisted processing may be used only with Client's informed consent for that processing. Such consent is separate from the limited LOA. Human review is required before a finding is presented as a supported claim. The website upload notice describes temporary original-file processing and retention of contact details and internal reports. On written request or engagement completion, Auditor will return or delete Client records within a reasonable time, except records reasonably required for legal obligations, billing, or a documented dispute. Retained records remain protected.

7 Term and termination

Either party may terminate by written notice. Auditor will stop new work and new third-party requests when notice is received, subject to reasonable steps to protect records and avoid prejudice. Termination does not cancel fees on Actual Recovery already received. For 12 months after termination, the same 30% fee applies only to Actual Recovery from a specific issue Auditor documented and delivered to Client in writing before termination. No fee is due for unrelated issues, undisclosed future work, or amounts not actually recovered. The LOA must be revoked separately with relevant recipients.

Utility Audit Recovery Agreement

General terms and acceptance by authorized representatives

8 Standard of performance and disputes

Auditor will use reasonable professional care. Findings and recoveries are not guaranteed; applicable rules, contracts, records, and deadlines control. Each party remains responsible for its own acts and omissions under applicable law. Neither party excludes liability for fraud, willful misconduct, or obligations that cannot lawfully be limited. The parties will first try in good faith to resolve a dispute through their designated contacts. No mandatory arbitration, collection penalty, or automatic renewal is created by this agreement.

9 General terms and notices

The governing law and venue must be completed on page 3 before execution, subject to mandatory law. This agreement and completed Schedule A are the entire agreement for this scope. Amendments must be signed by both parties. An unenforceable provision does not invalidate the remainder to the extent permitted by law. Neither party may assign the engagement without the other's written consent. Counterparts and electronic signatures may be used where legally permitted. Notices go to the addresses or emails below, with reasonable evidence of receipt.

Governing state law to be agreed

County and state venue to be agreed

Acceptance by authorized representatives

Rebate Energy representative name and title

Client representative name and title

Rebate Energy signature

Client signature

Rebate Energy signature date

Client signature date

Rebate Energy notice email

Client notice email

By signing, each representative confirms authority to bind the identified party and agrees to the completed agreement and Schedule A. The client signature does not authorize energy procurement or supplier switching.

Utility Audit Recovery Agreement

Schedule A must accompany the completed and signed agreement

Schedule A Covered accounts and review period

Client legal name matching page 1

Review period start

Review period end

Fuel E or G	Utility and supplier	Account or meter ID	Service address and state

E = electricity and G = natural gas. Additional accounts require a dated schedule approved by both parties. List each service address and state. Do not include California accounts. A copy of the completed account schedule should accompany the LOA.

Previously identified errors or existing claims and exclusions

Client schedule approval signature or initials

Auditor schedule approval signature or initials

Schedule approval date