NEW YORK TERMS & CONDITIONS

You authorize Public Power, LLC for electric service or gas, as the case may be (the "Company") to change your electricity and/or natural gas supplier, as the case may be, to Company and to supply your home or small business with all the Services you need, subject to the eligibility requirements of your local electric or natural gas utility ("Utility"). Company is a supplier of energy products. We often use independent brokers to sell our energy products. Please review this contract carefully. If there are any discrepancies with the product features you were sold and the terms and conditions of such products, please call our customer care center at 1-888-354-4415. Your Enrollment Documentation, which includes your welcome letter, welcome package, as applicable, and these Terms and Conditions create your agreement with the Company ("Agreement") and supersedes any oral or written statements made in connection with this Agreement or the supply of your Services. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement as well as in the "Definitions" section herein.

PRICE	Your Rate, which will determine the Price you pay for your supply Services, is specified in your Enrollment Documentation. Your Rate will not include taxes, which will be assessed separately, and will not include any fees, taxes or charges directly assessed by the Utility or any other third party with the right to assess taxes or fees for the Services.
FIXED RATE	If you selected a fixed rate, the Rate for your Service is the Rate indicated in your Enrollment Documentation for the Term ("Fixed Rate"), and may be modified due to a subsequent Change in Law as explained in Section 14(e).
TERM	Your Agreement will continue for the Term specified in your Enrollment Documentation, or as additionally described herein.
RESCISSION	If you are a residential customer, you may rescind this Agreement, without fees or penalties of any kind, at any time prior to midnight of the third business day after you received this written Agreement ("Rescission Period") by contacting Company at 1-888-354-4415.
TERMINATION FEES	If you selected a Fixed Rate, the following termination fees will apply to each Service you terminate after the Rescission Period, but before your Term or Renewal Term ends, or if you Default, unless otherwise noted in your Enrollment Documentation. For small commercial customers enrolled through the door-to-door channel and residential customers, your early termination fee will be no more than: (i) $100 if your remaining Term is less than 12 months, and (ii) $200 if your remaining Term is greater than 12 months. For small commercial customers that were not enrolled through the door-to-door channel, see Section 4.
LATE FEES	Any bill not paid in full by its due date will incur a late payment fee in accordance with the Utility's billing and payment policies and procedures.
RENEWAL	For any Fixed Rate plan, you will receive written notice from Company at least 30 days and no more than 60 days prior to the end of your Term regarding the terms of the renewal of this Agreement, and your right to renew, reject or renegotiate the Agreement. If you take no action you will be either: (i) automatically enrolled in a Savings Rate or other Rate compliant with Case 15-M-0127, et al, or (ii) returned to your Utility. You must provide express consent to renew in a new offer, such as a new Fixed Rate. Any month-to-month plan will not receive a renewal notice and will continue month-to-month until cancelled or until a new product is affirmatively selected. THIS AGREEMENT WILL CONTINUE UNTIL CANCELLED AND ANY COMMODITY CHARGES RESULTING FROM YOUR USAGE WILL BE REFLECTED ON YOUR UTILITY BILL, OR COMPANY'S BILL IF INVOICED SEPARATELY. THE AMOUNT YOU ARE CHARGED ON A PER UNIT BASIS DURING ANY AUTOMATIC RENEWAL PERIOD MAY CHANGE. IF YOU HAVE SELECTED A TERM PRODUCT, YOU WILL BE AUTOMATICALLY RENEWED FOR THE SAME TERM LENGTH AS INITIALLY AGREED TO, OR ON A MONTH-TO-MONTH BASIS AS DISCLOSED IN YOUR RENEWAL NOTICE. YOU MAY CANCEL AT ANY TIME BY CONTACTING COMPANY AS PROVIDED FOR IN SECTION 13. REFER TO THE SECTION 4 FOR INFORMATION REGARDING THE TIMING OF CANCELLATION AND ANY ASSOCIATED PENALTIES.
GUARANTEED	You understand that unless you have been offered a Rate in writing confirmed

SAVINGS	by the Company that expressly provides otherwise, there are no guaranteed savings.

1. **SERVICES**. Upon successful completion and receipt of all customer enrollment requirements, Company will supply Services for your home or small business. Company is a retail marketer of Services and is not your Utility. Your Utility will continue to deliver Services to your home or small business, read your meter, send your bill and make repairs and charge you for its services related to delivering your commodities. Your Utility will also respond to emergencies and provide other traditional utility services. You understand that you are not required to switch your Services to Company. There is no charge for starting or stopping Service; however, an early contract termination fee may apply as described herein. This Agreement is subject to the eligibility requirements of your Utility and Company may choose not to accept this Agreement for any reason. If the information provided by your Utility does not match your requested product (such as an incorrect rate class or Utility zone), you agree that Company may switch the product to match information received by the Utility, which may be at a different Rate or term length. If you are enrolled in any Utility or government programs, enrolling with Company may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Company.

2. **TERM**. Company will begin supplying your Services when the Utility switches your account to Company. Your Agreement will continue for the Term specified in the Enrollment Documentation or herein, and if applicable for the Renewal Term (each a "Term"). Your Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. If your Utility bills bimonthly, Company will treat this as two monthly billing cycles. Typically it takes one to two billing cycles for your Service to be switched from your Utility to the Company, but there may be a delay before the Utility switches Services and you understand that Company is not responsible for any such delays. You may receive written notification from your Utility confirming your switch to Company.

3. **PRICE**. Company does not charge any fee for you to switch from your utility to Company. Please note that some products have specific fees related to the product or plan you choose which are detailed in your product Enrollment Documentation; these fees are not switching fees. Each month you will pay for the Services you consume. For electricity, your bill will be calculated by multiplying your Rate by the amount of electricity you consumed in kilowatt-hours during the billing cycle, plus any applicable Fees. For natural gas, your bill will be calculated by multiplying your Rate by the amount of natural gas you consumed in mcfs, ccfs, or therms, as the case may be, during the billing cycle, plus any applicable Fees. Depending on your Utility's billing practices, your Rate during the billing cycle may be applied pro rata, resulting in a blended rate of the previous month and the current month Rate. If your price is based on an estimated usage for such Services, the Company has the right to bill you on actual usage when such information is made available and you have the obligation to pay Company for such actual usage amounts.

4. **RESCISSION; TERMINATION.** If you are a residential customer, you may rescind this Agreement, without fees or penalties of any kind, at any time prior to midnight of the third business day after you received this written Agreement ("Rescission Period"). To terminate or rescind this Agreement, you must notify Company as detailed in Section 13 or your Utility. Please provide your name, address, phone number, account number and a statement that you are rescinding or terminating the Agreement. Rescission is effective immediately. Termination will be processed immediately but is effective upon your Utility processing your termination and you are obligated to pay for the Services provided pursuant to this Agreement until you are returned to your Utility or alternative supplier. At any time during a month-to-month plan, Company may return you to the Utility. If you are a small business customer and selected a Fixed Rate, unless otherwise stated in your Enrollment Documentation, your early termination fee for each Service is equal to the greater of (i) $150.00, or (ii) liquidated damages which you agree is the Remaining Contract Quantity times the greater of (A) contract price less Market Price at the time of the Termination, or (B) $0.02/kWh or $0.20/Ccf/therm. Remaining Contract Quantity shall mean the total estimated usage for the period remaining in the Fixed Term of this Agreement at the time of termination, based on Buyer's historical usage or Company's estimated usage calculated in a commercially reasonable manner. The Market Price for the remainder of the Fixed Term will be determined by Company in a commercially reasonable manner. Company may terminate this Agreement upon at least 15 calendar days' notice to you.

5. **BILLING AND PAYMENT**. The Services you purchase from Company will be included in your Utility monthly bill or in a separate invoice from Company. If from the Utility, the Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur a late payment fee in accordance with the Utility's or the Company's billing and payment policies and procedures. You may be liable for the costs the Company incurs if Company must terminate your Services for failure to pay, such as collection costs or attorney fees. Company shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement, and the Company shall additionally have the right to setoff and net against any deposit or security provided by you pursuant to this Agreement any amounts, charges or damages owed by you to Company. If you have provided Company, its affiliates or agents with a credit card number, you provide authorization to charge any outstanding balance to such credit card. You will be billed and pay Company for the Services based on meter readings and consumption information that Company receives from your Utility ("Billing Quantity"). Company will have the option to adjust the Billing Quantity for fuel and line loss retained by your Utility and interstate transporters from the Purchased Quantities. You are responsible for paying and reimbursing Company for all applicable Fees. If you are tax exempt, you must furnish Company an exemption certificate before your Services commence. A residential customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the New York Department of Public Service ("DPS").

6. **CUSTOMER INFORMATION**. All authorizations provided herein will remain in effect for the Term and, if applicable, the Renewal Term of this Agreement; however, authorization may be

rescinded by you any time by contacting Company.

a. Credit Requirement. You authorize Company to obtain and review your credit history. If you fail to meet Company credit criteria, you understand that Company may refuse or terminate Service, or provide a substitute product. You may be required to promptly provide Credit Enhancements to continue Service if there is a deterioration in your credit rating or a Usage Increase.

b. Customer Information: Privacy Policy. You authorize Company to obtain your Customer Information from your Utility. This Agreement provides authorization for the Company to contact you about our other products and services or share information about your account with any designated partner or with any third-party vendor the Company uses to provide services and rewards to you. The Company reserves the right to share your Customer Information with Company Agents, to the extent permitted by law. The data obtained pursuant to this authorization will be retained by Company for a period of six years post-termination of this Agreement consistent with the statute of limitations for contractual disputes and may be used by Company in connection with any ongoing business or legal purpose with respect to its obligations under the Agreement, or to offer additional products or services to Customer during the Term or at any time in the six year period after the Agreement terminates, or as contained in any derivative work created by Company in association with its business as a retail energy provider.

7. **RENEWAL NOTICE**. Each new renewal period after your initial Term will be deemed a "Renewal Term". For any Fixed Rate plan, you will receive notice from Company prior to the end of your Term regarding your future product options. If you take no action you will be either:(i) automatically enrolled in a Savings Rate or other Rate compliant with Case 15-M-0127, et al, or (ii) returned to your Utility. Any month-to-month plan will not receive a renewal notice and will continue month-to-month until cancelled or until a new product is affirmatively selected.

8. **PHONE COMMUNICATION POLICY**. You agree that by accepting this Agreement and providing your phone number (which may include your wireless number) to the Company or its agents or affiliates, the Company and its Agents may text or call you with autodialed or pre-recorded promotional or product information. Your consent and acceptance of this policy is not a condition of purchase.

9. **DISPUTE RESOLUTION**. If you have billing questions or would like to make an inquiry about the Company's terms of service, you may contact the Company as indicated in Section 13. The Services provided by Company to you are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and HEFPA for residential customers. In the event of a billing dispute or a disagreement involving Company's Services hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Company by telephone or in writing as provided in Section 13. For consumer complaints that cannot be resolved with the Company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: www.dps ny.gov/complaints; Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a - 4:00p); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

Regardless of whether you choose to pursue your dispute with the DPS, your right to pursue individual arbitration with the Company will not be impacted under this Agreement as set forth below.

You and the Company both agree to resolve Disputes (as defined below) only through the New York Department of Public Service. In addition, you and the Company also both agree that:

(a) "Disputes" are any claims or controversies against each other related in any way to, or arising from the Company's Services, this Agreement, or any related agreements, including but not limited to, billing, services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your Services with the Company have terminated. Disputes include any claims that: (i) you bring against the Company or any of its employees, agents, affiliates, or other representatives; (ii) you bring against a third party that are based on, relate to, or arise from the Company's Services, this Agreement or any related agreements; or (iii) that the Company brings against you. It also includes, but is not limited to, claims related in any way to, or arising from any aspect of the relationship between you and the Company, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

(b) If for any reason a claim proceeds in court rather than through the New York Department of Public Service, you and the Company agree that there will not be a jury trial. You and the Company unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Agreement or the services provided by the Company. In the event of litigation, this paragraph may be filed to show a written consent to a trial by the court.

10. **EMERGENCY**. In the event of an emergency such as a power failure, a downed power line, or a natural gas leak, you should call your Utility. Your Utility contact numbers are listed on page 6 of this Agreement. You can also call your local emergency personnel at 911 if the emergency warrants.

11. **LIMITATIONS OF LIABILITY AND WARRANTY**. NEITHER YOU NOR COMPANY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. COMPANY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR BILLING OR COMMUNICATION ERRORS AFTER 90 DAYS IF YOU DO NOT CONTACT US REGARDING SUCH ERRORS WITHIN 90 DAYS AFTER THE STATEMENT SHOWING THE TRANSACTION HAS BEEN MAILED TO YOU.

12. **FORCE MAJEURE**. Company will not be responsible for supplying Services to you in the event of circumstances beyond

Company's control such as events of force majeure ("Force Majeure Events"). Force Majeure Events include but are not limited to damages caused by acts of God, acts of terrorism, sabotage, accidents, strikes, labor troubles, maintenance work, nonperformance by the Utility, or any other cause beyond Company's control. Force Majeure Events also include events of force majeure as defined by your Utility or any transmitting or transportation entity, which includes but is not limited to acts of terrorism, sabotage or acts of God.

13. **CONTACTING COMPANY**. For any notice required in this Agreement or to contact us generally, you may contact the Company by (i) email, at service@ppandu.com, (ii) mail, at P.O. Box 650544, Dallas, TX 75039-0544, or (iii) phone, at 1-888-354-4415. In case of an emergency, please contact your Utility at the number provided in the Emergency section, Section 10 and on page 6.

14. **MISCELLANEOUS**.

a. *Use of Services*. You must notify Company if you generate renewable energy or use net metering at your home or small business. If you use net metering, or if there is a Change in Usage, Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any. In addition, the Company has the right to refuse or terminate Services, and recover costs, if any, if your Service requirements are above the Usage Thresholds.

b. *Agency and Point of Sale*. (i) If you are receiving natural gas service, you hereby designate Company as your agent to: (A) arrange, enter into, and administer contracts and service arrangements between you and your Utility, and between you and the interstate pipeline transporters of your natural gas (including capacity release, re-release, and recall arrangements); (B) nominate and schedule with the interstate pipelines the transportation of your natural gas from the Sales Points to the Delivery Points, and with your Utility for the transportation of your natural gas from the Delivery Points to your premises; and (C) aggregate your natural gas with the natural gas supplies of Company's other customers in order for you to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement; and (D) schedule the delivery of quantity of natural gas at the Sales Points necessary to meet your requirements based on the consumption and other information that Company receives from your Utility. Company, as your agent, will arrange for the transportation of natural gas at the Sales Points, from the Sales Points to the Delivery Points, and from the Delivery Points to your premises. These services are provided on an arm's length basis and market-based compensation is included in the price for natural gas service. (ii) If you are receiving electric service, you hereby designate Company as your agent to: arrange, enter into and administer transmission services (including those provided by your Utility) for the delivery of electricity. These services are provided on an arm's length basis and market-based compensation is included in the price for electricity service.

c. *Title; Risk of Loss*. You and Company agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Company to you at the Sales Points. Company and you agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality and county, or other taxing authority where your service address is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of the electric service or natural gas Service under this Agreement, you agree to reimburse Company or pay such tax, as the case may be. For commercial customers only: (i) as between Company and you as a commercial customer, you will be deemed to be in exclusive control of the natural gas and/or electricity and responsible for any damage, injury, charges, transportation fees, costs or losses at and after the Sales Points, including, without limitation, any losses that Company incurs that result from having to resell, or its inability to resell, to another party natural gas and/or electricity supplies allocated for you and (ii) as between Company and you, Company will be deemed in exclusive control of the natural gas and/or electricity, and responsible for any damage, injury, charges, transportation fees, costs or losses until the natural gas and/or electricity is delivered to the Sales Points; provided, however, that in no event shall Company's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered natural gas and/or electricity and the price of natural gas and/or electricity under this Agreement.

d. *Assignment*. You may not assign this Agreement without prior written consent of the Company. Company reserves the right to sell, transfer, pledge or assign this Agreement and your account, and related revenues and proceeds for financial purposes or in connection with a sale. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

e. *Change in Law/Third Party Charges*. This Agreement is subject to any federal, state, local, utility or governmental authority (including the Public Service Commission and NYISO) changes in law, which includes changes in legislation, regulatory actions, orders, rules, tariffs, regulations, policies, riders, fees, pricing structures, market structures, capacity charges, and changes in customer load profiles (each, a "Change in Law"). If there is a Change in Law which results in an increased cost to the Company or the Company is prevented, prohibited or frustrated from carrying out its intent under this Agreement, Company may terminate this Agreement with notice to you, or adjust your rate based upon such Change in Law. This provision applies to all rate plans, whether fixed, index or variable, provided that a change to a Fixed Rate requires affirmative consent. Company will provide you with 30 days written notice prior to modifying your Agreement as outlined in this section, except as otherwise permissible by law.

f. *Governing Law; Venue; Waiver of Jury Trial.* To the maximum extent permitted by law, (i) Venue for any lawsuit brought to enforce any term or condition of this Agreement shall lie exclusively in the State of New York, and (ii) the Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles, and (iii) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL, ARBITRATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

g. *Non-Waiver*. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

h. *Severability*. If any provision of this Agreement is held

unenforceable, then such provision will be automatically modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

i. *Non-Reliance*. You acknowledge that (i) you are not relying on any advice, statements, recommendations or representations of the Company, other than the written representations in this Agreement, (ii) that you understand the risks of entering into this Agreement, including the risk that the Company's prices may be higher than your Utility's rates, and you are capable and willing to assume those risks, and (iii) you have made your own decision to enter into this Agreement, after consultation with your own advisors to the extent you deem necessary.

j. *Complete Agreement*. This Agreement constitutes the final and complete agreement between you and the Company. It is the complete and exclusive expression of the terms and conditions agreed upon for the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

k. *Electronic Signatures and Notices*. Each party agrees that electronic signatures, whether digital or encrypted, of the parties to execute this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. Customer agrees that Company may send Customer notices via electronic means if Customer provides email address or other way of communicating electronically. You have a duty to provide a correct, working email address and update it accordingly; if you fail to do so, you could miss important notices.

l. *Customer Representation*. I am at least 18 years old and fully authorized to enter into this Agreement. I am the authorized account holder or have been given proper and binding authorization to change the Services and enter into this Agreement on behalf of the account holder.

m. *Environmental Disclosure*. Company will provide regularly updated environmental disclosures regarding the known sources of electricity and emissions. These disclosures will be available at: ppandu.com.

n. *Wi-Fi Thermostats*. To be eligible to receive a Wi-Fi thermostat offer ("Eligible Customer"), you must: (i) have an installed smart meter or other compatible device; (ii) not have baseboard heating; (iii) own the property where the thermostat is installed; and (iv) have the thermostat continuously hooked up to a Wi-Fi connection. In the event you are not an Eligible Customer: (i) Company is not obligated to provide you with a thermostat; (ii) if you do not return to Company any thermostat you receive, you may be charged for the full market value of the thermostat; and (iii) your Service may be switched to the corresponding non-thermostat rate plan for your same Term.

You understand that to get the most out of your Wi-Fi thermostat you should register your thermostat online and follow the procedures described in the accompanying instructions. You agree that Company may make real-time adjustments to your thermostat. Prior to any adjustment event, you will receive a notification on your thermostat providing you with the option to opt out of that specific adjustment event. You agree that, unless you opt out, Company may make these adjustments during and after the Term of this Agreement. If you would like Company to permanently cease all adjustments, you may opt out of all future adjustment events by contacting Company via email, mail, or phone as provided above. You may also manually override any adjustments to your thermostat at any time, and at no time are you obligated to keep your thermostat at the adjusted level.

If you experience problems with your thermostat while you receive Service under this Agreement, please contact Company as provided for in Section 13. Company may assist you with troubleshooting your thermostat but will not be responsible for any work involving your thermostat that Company did not direct. If you request Company-approved technicians to install your thermostat, you are obligated to pay Company's invoice for such installation and failure to pay such invoice according to its terms shall constitute a Default under this Agreement.

o. *Third Party Providers; Energy Related Products.* The Company only provides electricity and natural gas to you. Occasionally, Company may work with third party providers that will offer you energy related products or rebates related to your electricity and natural gas purchases. If you select such offer or rebate from a third party, or elect to bundle or purchase a product that is not electricity or natural gas, or if a product that is installed in your home by a third party provider, such as a thermostat ("Energy Related Products"), you must contact the third party provider of such Energy Related Products for any products issues, rebates, warranties, or billing and service questions. Company will have no liability to you for Energy Related Products.

p. *Consumer Protections*. The Services provided by Company to you are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (orders) including the Uniform Business Practices (UBP) and HEPFA for residential customers.

DEFINITIONS

"*Agents*" except for the purposes of Section 14(b), means parties that need to know Customer Information in connection with Services and Company's affiliates and subcontractors.

"*Change in Usage*" means a change, or an anticipated or planned change, in the consumption of Services that materially exceeds your historical usage.

"*Commodity Charges*" means the charges for basic natural gas supply service which is sold either by volume (ccf or Mcf) or heating value (dekatherms).

"*Credit Enhancements*" means cash escrow or deposit, establishing an ACH debit relationship with Company, or providing other reasonable assurances to the Company to establish your credit worthiness.

"*Customer Information*" means account contact information, account number, meter number, billing history, payment history, historical and future electricity and natural gas usage, meter readings and characteristics of your electricity and natural gas service. It includes information obtained from the Utility as well as any information that you provide directly to Company or its Agents.

"*Default*" means: (i) failure to maintain credit requirements or provide necessary credit information or Credit Enhancements, (ii) a Usage Threshold event, (iii) a Change in Usage event, or (iv) any material breach of the requirements of, or representations made under, this Agreement.

"*Delivery Points*" means: (i) for natural gas transported by interstate pipelines, the city gate stations of your Utility, and (ii) for electricity, one or more points at which Company, as your agent, has arranged for the delivery of electricity to a third party (such as your Utility) for your account.

"*Enrollment Documentation*" means any application or enrollment documents, whether in paper, electronic, internet, phone or otherwise, provided to Customer in order to commence Services, and the welcome letter and/or welcome package.

"*Fees*" means taxes, fees, assessments, government charges and charges levied by your Utility for distribution and other services and taxes, fees paid to brokers and other third-party entities that may have referred you to Company for Services, minimum usage fees, base charges and other flat fees, fees and charges levied by Company or any other entity authorized to levy taxes, fees or charges for or related to the Services. This may include, but shall not be limited to, Utility taxes, gross receipts taxes, and sales or use taxes imposed on Company and/or you by federal, state, and/or local authorities that Company passes through to you.

"*Purchased Quantities*" means all the electricity or natural gas supply, or any combination of the two, that Company must purchase to provide you the Services you require for your home or small business, as applicable.

"*Rate*" means Fixed Rate or Variable Rate, as applicable.

"*Sales Points*" means: (i) for natural gas, a point or points located outside of the State of New York selected from time to time by Company to assure service reliability, and (ii) for the electricity, a load bus or other point or points on the NYISO administered transmission system located outside the jurisdictional limits of the municipality, county, or other taxing authority where your service address located, selected from time to time by Company to assure service reliability.

"Savings Rate" means The Savings Rate is a type of variable month-to-month Rate which may be set and vary according to the same factors as a Variable Rate, with more emphasis provided for Utility pricing or "price to compare" rates. The Savings Rate will meet the minimum New York Renewable Energy Standard, but may not exceed it.

"*Service*" or "*Services*" means all the electricity or natural gas supply, or any combination of the two, that Company must purchase for your home or small business, as you have selected to be provided to you by Company in your Enrollment Documentation. Not all Services are available in all areas.

"*Usage Thresholds*" means if your usage of Services exceeds, for (i) electricity, peak demand greater than 75kW over any of the past twelve (12) months, or (ii) natural gas, usage exceeds 10,000 ccfs per month or 90,000 ccfs per year or the equivalent therms."

"Variable Rate" means a month-to-month rate that changes at the Company's discretion and may be higher and lower each month based on business and market conditions. Variable Rates are set in the Company's discretion and may vary based on numerous factors, including, but not limited to, the Company's assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle's pricing, customer retention or attrition, projected customer bill amounts and Utility pricing or "price to compare" and applicable pricing reset dates and may include the following additional costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable Renewable Portfolio Standards, and a profit margin determined in the Company's discretion that may vary from month to month.

UTILITY CONTACT NUMBERS

Central Hudson Gas and Electric: 1- 800-527-2714
Consolidated Edison of New York (Con-Ed): 1-800-752-6633
National Fuel Gas: 1-800-365-3234
National Grid: 1-800-642-4272
National Grid Long Island (Keyspan LI): 1-800-930-5003
National Grid Metro (Keyspan Metro): 1-718-643-4050
New York State Electric and Gas (NYSEG): 1-800-572-1131
Orange and Rockland, also known as O&R: 1-877-434-4100
Rochester Gas and Electric: 1-800-743-1701

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer

ESCO Consumers Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
    - price and all variable charges or fees;
    - length of the agreement;
    - terms for renewal of the agreement;
    - cancellation process and any early termination fees, which are limited by law; and other conditions, if any, under which the ESCO guarantees cost savings.

- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumers Bill of Rights) in the same language used to enroll you as a customer.

  If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to www.dps.ny.gov/resright html.

  ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. For consumer complaints that cannot be resolved with the company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: www.dps ny.gov/complaints; Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a - 4:00p); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223.

  You can find more information about your energy alternatives by visiting: www.AskPSC.com





