

## Purpose and Key Terms

Purpose:	Customers who wish to support solar electricity in New York may purchase NYSEG Solar Credits related to electricity generated by a New York solar farm
Customer:	Any residential metered NYSEG customer.
Sponsor:	Solar Farms New York, as agent for the Owner or Operator of the Solar Farm
Utility:	New York State Electric and Gas Company ("NYSEG")
Solar Farm:	A property located within the Customer's NYSEG supply zone and assigned to Customer by Solar Farms New York.
Solar Credits:	The number of kilowatt hours of electricity allocated to the Customer by Solar Farms New York from the solar electricity production of the Solar Farm and credited by NYSEG to the Customer's monthly bill.
Cost:	Customer will pay the value of the Solar Credits plus a fee based on the term chosen. The value will equal the product of (x) the Solar Credits times (y) the NYSEG Rate for that month, provided that NYSEG Rate shall never be greater than Price Cap.
NYSEG Rate:	The price per kilowatt hour charged by NYSEG to Customer for electricity usage including all volumetric charges such as the cost of electricity supply and all costs related to transmission and distribution.
Price Cap:	The NYSEG Rate on the date of the Customer Agreement.
Term:	Residential Customers may choose a term of either 2 years or 4 years.
Fees:	The administrative fee for a 2 year term shall be \$2.95 per month. The administrative fee for a 4 year term shall be \$4.95 per month.
Early Termination:	Customer may terminate at any time without penalty or fees provided that Customer pays for all Solar Credits received prior to termination.

## Summary

The Customer is a residential metered NYSEG customer who wishes to support a Solar Farm in NYSEG's territory that is or will be generating solar electricity from photovoltaic panels. NYSEG will buy the solar electricity that is produced by the Solar Farm and NYSEG will credit to Customer's monthly bill a portion of the kilowatt hours of solar electricity produced that month at the Solar Farm and allocated by Solar Farms New York. Customer will pay Solar Farms New York monthly the value of the NYSEG Solar Credits in accordance with the Solar Benefits Plan it chooses as described below. The value of the Solar Credits will not exceed the Price Cap but may go down if the NYSEG Rate goes down.

## Solar Benefits Confirmation

This Customer Agreement shall begin immediately upon receipt by Solar Farms New York of the Customer's signature to a Solar Benefits Confirmation that includes the following, provided that Customer shall not be billed unless he or she receives Solar Credits on its bill:

- The Solar Benefits Plan including the term chosen by the Customer
- The Customer's name as it appears on the NYSEG bill, service address, NYSEG account number, and billing address
- The location of the Solar Farm if one has been assigned to Customer, subject to change as provided below.

The Solar Benefits Confirmation shall include the terms and conditions of this Customer Agreement by reference.

## Solar Benefits Plans

Customer shall choose to receive the benefits and incur the costs of one of the following Solar Benefits Plans. Solar Farms New York does not guarantee that these Solar Benefits Plans will always be offered to Customer and Customer acknowledges and agrees that unless and until Customer signs a Solar Benefits Confirmation the terms and conditions of the Solar Benefits Plans may be modified without notice to Customer in Solar Farms New York's discretion.

**Solar Benefits Plan 1.** For a term of two (2) years, the monthly cost of Solar Benefits Plan 1 will equal the sum of (i) the value of the Solar Credits plus (ii) an administrative fee of \$2.95. The value of the Solar Credits equals the product of (x) the Solar Credits times (y) the NYSEG Rate for that month, provided that the NYSEG Rate shall never exceed the Price Cap. The benefits of this Plan are as follows:

- Each month the Customer will receive an allocation of Solar Credits from electricity generated on the Solar Farm that Solar Farms New York directs NYSEG to apply to the Customer's bill.
- Customer will pay no more than he or she would have paid for electricity without Solar Credits plus the administrative fee of \$2.95 each month.
- If NYSEG's monthly rate is greater than the Price Cap, Customer will pay less than he or she would have paid for electricity without Solar Credits plus the administrative fee of \$2.95 each month.
- Customer's price protection will extend for a term of up to two (2) years.
- Customer may cancel any time without penalty or fees.
- The Customer will receive online access to a dashboard showing his or her Solar Farm's real time electricity production.
- The Customer will receive a Membership Certificate in recognition of Customer's support for solar electricity production at the Solar Farm.

**Solar Benefits Plan 2:** For a term of four (4) years, the monthly bill for Solar Benefits Plan 2 will equal the sum of (i) the value of the Solar Credits plus (ii) an administrative fee of \$4.95. The value of the Solar Credits equals (x) the Solar Credits times (y) the NYSEG Rate for that month, provided that the NYSEG Rate shall never exceed the Price Cap. The benefits of this Plan are as follows:

- Each month the Customer will receive an allocation of Solar Credits from electricity generated on the Solar Farm that Solar Farms New York directs NYSEG to apply to the Customer's bill.

- Customer will pay no more than he or she would have paid for electricity without Solar Credits plus the administrative fee of \$4.95 each month.
- If NYSEG's monthly rate is greater than the Price Cap, Customer will pay less than he or she would have paid for electricity without Solar Credits plus the administrative fee of \$2.95 each month.
- Customer's price protection will extend for a term of up to four (4) years, at Customer's choice.
- Customer may cancel any time without penalty or fees.
- The Customer will receive online access to a dashboard showing his or her Solar Farm's real time electricity production.
- The Customer will receive a Membership Certificate in recognition of Customer's support for solar electricity production at the Solar Farm.
- The Customer will receive monthly coupons with discounts for major restaurant and retail chains with a market value of \$50. Annual value when used: \$600.

The specific terms of the monthly coupons will be specified in a separate disclosure form supplied to Customer prior to selecting Solar Benefits Plans 2.

Customer may change its Solar Plan upon written notice to Solar Farms New York, and Solar Farms New York will implement such change as soon as practicable and notify Customer once such change becomes effective.

## Solar Farm

Solar Farms New York is the marketing representative for a number of solar farms that have been built or are being built for the purpose of generating electricity from sunlight and selling to NYSEG all electricity that is not consumed at the solar farm. The Customer will be notified in the Solar Benefits Confirmation of the Solar Farm, if any, that has been allocated in part to Customer. Customer acknowledges and agrees that Solar Farms New York may need to change the name and location of the Solar Farm that has been allocated to Customer from time to time in the event all electricity generated at the Solar Farm has already been fully allocated to other Customers.

## NYSEG Bill

NYSEG will allocate the NYSEG Solar Credits to the Customer on the Customer's monthly bill as follows:

- Each month Solar Farms New York shall calculate and advise NYSEG of the amount of Solar Credits to be allocated to Customer which, over the course of a year, shall generally be between 90% and 100% of the Customer's historic or estimated annual usage. The quantity of Solar Credits shall represent a portion of the kilowatt hours of electricity generated at the Solar Farm and not consumed there.
- NYSEG Solar Credits will appear on the bill soon after the Customer enters into a Solar Benefits Confirmation with Solar Farms New York provided that the Solar Farm has been built and connected to NYSEG's system. The Customer will not pay for any NYSEG Solar Credits until the Solar Farm becomes operational and Customer begins to receive NYSEG Solar Credits. Customer's payments shall be suspended or reduced if for any reason the Solar Farm stops producing sufficient electricity to allocate NYSEG Solar Credits to Customer's utility bills or the amount of electricity actually produced falls.
- CUSTOMER WILL CONTINUE TO RECEIVE A BILL FROM NYSEG THROUGHOUT THE TERM, AND THE CUSTOMER REMAINS RESPONSIBLE FOR PAYING ALL CHARGES BILLED BY NYSEG. SOLAR FARMS NEW YORK IN NO WAY ASSUMES ANY LIABILITY FOR CUSTOMER'S NYSEG CHARGES.

## Solar Farms New York Bill

Solar Farms New York will bill the Customer monthly for the dollar value of Solar Credits allocated to Customer's NYSEG bill. The value shall be calculated as the product of (x) the number of kilowatt hours allocated to the Customer from the Solar Farm times (y) the NYSEG Rate for that month, provided that the NYSEG Rate shall never exceed the Price Cap. Customer acknowledges and agrees that each month both the amount of Solar Credits allocated and the value of the Solar Credits can change based on actual electricity produced at the Solar Farm and NYSEG's Rate to Customer.

## Authorization to Access Information

In entering into this Customer Agreement, Customer represents and warrants that the Customer's name, NYSEG utility account number, service and billing addresses, and any other information requested by Solar Farms New York and provided by Customer is accurate. Customer acknowledges and agrees that Solar Farms New York may use such information, which may include Customer's social security number, to access information from NYSEG and credit reporting agencies including usage, payment and credit history, and Telecommunications, Energy and Cable Score, and to share such information with Solar Farms New York's current and potential financing partners, pursuant to the directive of a legal authority, or in connection with an assignment of the Customer Agreement to a third party.

## Term

The Initial Term of this Customer Agreement shall be two (2) or four (4) years, at Customer's choice at the time of enrollment and as specified in the Solar Benefits Confirmation, and shall automatically renew for successive periods of one year, so long as the total Agreement length does not exceed twenty-five (25) years in aggregate. Customer may cancel at any time without penalty provided that Customer pays the value of any Solar Credits applied to Customer's bill by NYSEG prior to cancellation. At the end of the term selected by

Customer, the Price Cap shall be adjusted to the NYSEG Rate for electricity on the first day of the renewal term.

## Termination

Customer may terminate this Customer Agreement at any time without penalty or fees. To cancel this agreement, Customer may send a letter or an email to Solar Farms New York at the contact information provided below. Customer agrees that he or she shall be responsible to pay New York Solar Farms for all NYSEG Solar Credits received from NYSEG prior to termination.

Solar Farms New York may terminate this Customer Agreement immediately without advance notice in the event Customer has not paid his or her bill in a timely manner or ceases to be eligible for Solar Credits.

In the event of a termination, Solar Farms New York will notify NYSEG as soon as commercially reasonable that the Customer is no longer entitled to receive NYSEG Solar Credits under this agreement. Customer acknowledges that NYSEG may not process such termination for up to sixty (60) days. In the event such termination occurred because of the Customer's failure to pay its Solar Farms New York bill, Solar Farms New York may take all lawful actions, directly or through third parties, to collect unpaid amounts and to notify credit reporting agencies of such failure to pay. By choosing any one or more of the remedies available to Solar Farms New York under this Customer Agreement, Solar Farms New York does not waive its right to use another remedy. By deciding not to use any remedy should Customer be in default under this Customer Agreement, Solar Farms New York does not waive its right to use that remedy in case of a subsequent default.

Customer may designate a third party to receive notifications from Solar Farms New York relating to termination or other credit actions, by providing written notice to Solar Farms New York. Such designation will not relieve Customer from complying with this Customer Agreement.

## Early Termination Fee

There shall be no penalty or fees for Early Termination. Customer shall pay for all NYSEG Solar Credits to his or her bills prior to the effective date of termination. Solar Farms NY will notify NYSEG of Customer's termination as soon as commercially reasonable. Customer acknowledges that NYSEG may require up to sixty (60) days to process Customer's termination.

## Waiting List

Customer acknowledges and agrees that prior to the Solar Farm becoming operational, or in the event Solar Farms New York determines in its sole discretion that there is insufficient solar electricity production at the Solar Farm designated in the Solar Benefits Confirmation, Customer will be placed on a Waiting List and will, as soon as possible and in Solar Farms New York's discretion, be allocated solar electricity from another solar farm that produces sufficient electricity in the future.

In the event Customer is placed on a Waiting List, Solar Farms New York will notify Customer of his or her status on the Waiting List and of when it expects Customer will be allocated solar production from another solar farm.

Solar Farms New York will use best efforts to allocate to Customers on a Waiting List solar

electricity accruing NYSEG Solar Credits on a first-come, first-served basis. Solar Farms New York will bear no liability for any delays in construction or operation or for terminating a Solar Farm project for any reason whatsoever.

## Payments

The Solar Farms New York bill will be sent to the Customer at the billing address designated in the Solar Benefits Confirmation. Customers may receive a discount to their monthly charge for providing Solar Farms New York with an ACH authorization.

- Customer may pay by authorizing Solar Farms New York to withdraw the Purchase Price from Customer's bank account in accordance with the Automatic Payment and Electronic Funds Transfer Disclosure Statement provided to Customer (ACH). In the case of an ACH authorization, Solar Farms New York will notify you, ten (10) days before each payment, when funds will be withdrawn from Customer's account and how much such withdrawal will be. Funds will be withdrawn after NYSEG Solar Credits are applied to Customer's bill.
- Customer may pay by credit card in which case Solar Farms New York shall assess a charge to Customer's credit card after NYSEG Solar Credits are applied to Customer's bill.
- Customer may pay by check in which case payment is due within ten (10) days of receipt of Solar Farm New York's bill.
- Customer agrees that Solar Farms New York may delegate to a third party servicing company the responsibility of billing and collecting the Purchase Price.
- Customer agrees that late payments shall bear interest of 1.5% per month on amounts unpaid after twenty (20) days (or such lower amount as required by law).
- Customer agrees that it will pay a \$25 fee (or such lower amount as required by law) in the event an ACH or credit card charge is rejected or a check is returned for insufficient funds.
- Customer understands that if he or she questions a bill for any reason the penalty and interest charges shall apply only to the amount of the bill that is not in question.

## NYSEG Responsibility

Solar Farms New York will use reasonable efforts to ensure that NYSEG applies the Solar Credits to the Customer's NYSEG bill in accordance with instructions from Solar Farms New York. Solar Farms New York does not guarantee that NYSEG will apply such Credits accurately or without error or delay. If the Customer believes there has been an error or unjustified delay, he or she should contact Solar Farms New York and/or NYSEG promptly.

## Solar Farms New York Responsibility

During the term of this Customer Agreement, Solar Farms New York shall:

- Tell the Customer, if the Customer is on a waiting list, when a Solar Farm under construction has become operational and NYSEG Solar Credits will begin to accrue;
- Protect the Customer's personal data except as required by applicable law or court order;
- Notify the Customer in the event of an event of *force majeure* such as an electrical storm, hail storm, civil unrest or act of terrorism that reduces the solar electricity production of the Solar Farm and may reduce or suspend all or some of the NYSEG Solar Credits until full production resumes;
- Notify NYSEG of the names of the Customers, their utility account numbers, and the quantity of

NYSEG Solar Credits to be allocated to them, and the service and billing addresses;

- Send Customers a monthly bill for the Solar Credits;
- Notify Customer in the event it takes any adverse action as a result of a credit report or score including the contact information for the reporting or scoring agency and the Customer's right to obtain a free copy of such report or score and dispute its accuracy; and
- Send Customer not later than March 31 of each year an annual report for the prior calendar year showing total NYSEG Solar Credits allocated to the Customer and the total dollars paid for such Credits by the Customer.

## Customer Eligibility

The Customer shall be eligible to receive NYSEG Solar Credits as long as he or she

- Is at least 18 or older;
- Maintains a residential non-demand account with NYSEG;
- Has the authority to enter into this Customer Agreement for the NYSEG Utility Account No. specified on the Solar Benefits Confirmation;
- Has not become a net metered account such as by installing solar panels on a home or business rooftop;
- Provides Solar Farms New York with its name, service and mailing address, NYSEG account number, and any other documentation required by NYSEG to implement the Customer Agreement and notifies Solar Farms New York if such information changes or should be corrected;
- Lives within the NYSEG utility territory where the Solar Farm is located;
- Does not take Standby Service or pay demand charges on its account identified by Customer to receive Solar Credits;
- Pays its Solar Farms New York bills promptly and in the event of a question or disagreement pays the undisputed amount of the bill; and
- Remains on a NYSEG rate class that is designed for residential or small business non-demand customers.

## Amendments

From time to time Solar Farms New York may notify the Customer that

- The NYSEG Solar Credits will come from a different Solar Farm as long as the new Solar Farm is in the same electricity supply zone as the replaced Solar Farm;
- NYSEG rules or state law or regulations have changed and require corrections or changes in this Customer Agreement including changes in the Value of the Credits or the Purchase Price; or
- New sales, excise or other taxes have been imposed in connection with this Customer Agreement and must be passed on by Solar Farms New York in its bills.

Any such corrections, changes or amendments will become effective immediately upon notifying Customer unless Customer chooses to terminate this Customer Agreement as provided below.

## Assignment

Solar Farms New York may assign this Customer Agreement, in whole or in part, without consent of the Customer. In the event of a whole assignment Solar Farms New York or its assignee shall notify the Customer of the assignment whereupon all obligations of the Customer to Solar Farms New York shall thereafter be transferred to the assignee. The Customer may not assign or transfer his or her obligations under this Customer Agreement to a third party, such as the buyer of his or her house or

business, without the prior written approval of Solar Farms New York or its assignee. **NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE CUSTOMER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF.**

## Customer's Understandings and Representations

In entering into this Customer Agreement the Customer understands and represents that

- He or she has read and understands this agreement and has had an opportunity to ask Solar Farms New York questions and to consult with advisors;
- He or she is authorized to enter into this agreement and that it is enforceable against the Customer and his or her heirs and assigns except as limited by bankruptcy, insolvency, or inheritance laws;
- He or she does not own solar panels nor any other equipment or property at the Solar Farm;
- He or she has no right, for reasons of safety, to walk on the Solar Farm or obtain interconnection or metering information from the Solar Farm or any renewable energy credits or financial incentives received by Solar Farms New York;
- BECAUSE NYSEG AND/OR SOLAR FARMS NEW YORK WILL BE THE OWNER OF ALL RENEWABLE ENERGY CREDITS AND GREEN TAGS ASSOCIATED WITH THE SOLAR FARM, CUSTOMER CANNOT CLAIM TO HAVE PURCHASED, GENERATED, OR USED CLEAN, RENEWABLE, OR SOLAR ENERGY. CUSTOMER IS PURCHASING SOLAR CREDITS ONLY UNDER THIS AGREEMENT AND THAT SOLAR FARMS NEW YORK IS NOT SELLING CUSTOMER 'GREEN' OR 'RENEWABLE' POWER FROM THE SOLAR FARM. FOR MORE INFORMATION, SEE THE GUIDELINES FOR RENEWABLE ENERGY CLAIMS PUBLISHED BY THE CENTER FOR RESOURCE SOLUTIONS, AVAILABLE AT [HTTP://RESOURCE-SOLUTIONS.ORG/LEARN/REC-CLAIMS-AND-OWNERSHIP/](http://RESOURCE-SOLUTIONS.ORG/LEARN/REC-CLAIMS-AND-OWNERSHIP/).
- Solar Farms New York does not guarantee the amount of solar production from the Solar Farm or the amount of NYSEG Solar Credits or the value of such Credits and that such production and Solar Credits accruing in connection with such production may be interrupted for many reasons including events of *force majeure* that are outside the control of Solar Farms New York and NYSEG such as electrical storm, hail storm, civil unrest, acts of terrorism, or other unforeseen events;
- Solar Farms New York is unable to foresee future electricity prices or the value of the NYSEG Solar Credits and has not promised specific dollar savings;
- This Customer Agreement is a purchase contract and not a security registered under federal or state law;
- Customer is entering into this Agreement solely to receive Solar Credits as an energy-related commodity for use at the NYSEG account identified by Customer, not for investment or speculation, not with a profit expectation, and not with a view to the resale of any benefits under this Agreement;
- Customer does not have an interest in the profits or losses of the Solar Farm and will not otherwise be entitled to any profit related to the Solar Farm or by entering into this Agreement;
- Solar Farms New York may make a collateral assignment of this agreement to a financing partner or other party but under no circumstances shall the Customer hold such

financing partner liable for any act or omission of Solar Farms New York or for any breach of any representation, warranty or covenant made by Solar Farms New York to Customer;

- A Solar Farms New York financing partner or the owner or operator of a Solar Farm may exercise any of Solar Farms New York's rights and obligations under this Customer Agreement and may also exercise all rights and remedies of secured or preferred parties generally with respect to this agreement and the Solar Farm including, but not limited to, requiring Customer to agree to enter into a new agreement with such financing partner or their assigns under substantially the same terms as this Customer Agreement and to execute and deliver to Solar Farms New York or such financing partner or assigns any document, instrument, or statement by which Customer acknowledges and confirms that the legal and beneficial ownership of this Agreement or the Solar Farm remains in Solar Farms New York or as is otherwise reasonably requested by such financing partner in order to create, perfect, continue, or terminate the security or equitable interest in this Agreement; and
- He or she is responsible for all sales, use or other taxes imposed upon the value of the Solar Credits by any governmental authority.

## LIMITATION OF LIABILITY; WARRANTY

NEITHER SOLAR FARMS NEW YORK OR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, UNDER STATUTE OR IN EQUITY, AND EACH PARTY HEREBY WAIVES ITS RIGHTS TO ANY SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOLAR FARMS NEW YORK'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF ANNUAL PAYMENTS MADE BY THE CUSTOMER TO SOLAR FARMS NEW YORK FOR THE NYSEG SOLAR CREDITS. SOLAR FARMS NEW YORK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SOLAR FARM AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE FARM'S SOLAR ELECTRICITY PRODUCTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SOLAR FARMS NEW YORK DOES NOT WARRANT OR GUARANTEE ANY SAVINGS, THE AMOUNT OF ELECTRICITY, PERCENTAGE ALLOCATION OF SOLAR ELECTRICITY PRODUCTION FROM THE SOLAR FARM, THE SUFFICIENCY OF SOLAR ELECTRICITY PRODUCTION FROM ANY SOLAR FARM, AN ALLOCATION OF SOLAR ELECTRICITY IN THE CASE CUSTOMER IS PLACED ON A WAITING LIST, OR ANY NYSEG SOLAR CREDITS.

## Indemnification

To the fullest extent permitted by law, Customer agrees to indemnify, defend and hold harmless Solar Farms New York and its employees, officers, directors, agents, financing partners, affiliates, subcontractors, successor and assigns, from any and all losses, liabilities, damages, claims, actions, costs, judgments, expenses (including reasonable attorneys' fees and expenses), penalties, demands and liens asserted by or resulting from claims, actions, suits, or demands by any third party, of any kind or nature arising out of, connected with, relating to or resulting from Customer's negligence, willful misconduct, or failure to comply with any of the terms or conditions of this Agreement; provided, however, that nothing herein shall require Customer to indemnify Solar Farms New



York for Solar Farms New York' own negligence or willful misconduct.

## Governing Law

This Customer Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to any conflicts of law principles.

## Complaint Resolution

In the event of any matter involving a complaint, disagreement, or dispute, Solar Farms New York and the Customer shall notify each other by telephone or in writing and seek to resolve the matter promptly in good faith. Solar Farms New York (or its designated service provider) must acknowledge receipt of the complaint within two (2) business days and respond to or resolve the substance of the complaint within fourteen (14) business days. If a Customer is dissatisfied with Solar Farms New York' response, he or she may request a review of the outcome by calling Solar Farms New York or sending a written complaint by physical or electronic mail within fourteen (14) days from the date of Solar Farms New York' response.

If the dispute, disagreement, or claim is directed to NYSEG, Customer shall call NYSEG at 1 (800) 572-1111. A dispute, disagreement, or claim may be submitted to the New York State Department of Public Service by visiting their website at [www.dps.state.ny.us](http://www.dps.state.ny.us), by calling 1 (800) 342-3377, or by writing to the following address: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223.

In the event the parties cannot resolve the matter within sixty (60) days, the parties agree that the matter shall be submitted to binding arbitration. Any arbitration between Customer and Solar Farms New York will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (collectively, "AAA Rules") as modified by this Agreement. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Solar Farms New York. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. CUSTOMER UNDERSTANDS AND AGREES THAT, BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND SOLAR FARMS NEW YORK ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. Unless both the Customer and Solar Farms New York agree, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

If Customer commences arbitration in accordance with this Agreement, New York Solar Farm will reimburse Customer for Customer's payment of the filing fee, unless Customer's claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in the county in which the Customer's NYSEG account is located, but if the claim is for \$10,000 or less, Customer may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of Customer's NYSEG account. If the arbitrator finds that either the

substance of Customer's claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, Customer agrees to reimburse Solar Farm New York for all monies previously disbursed by it that are otherwise Customer's obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either Party made within 14 days of the arbitrator's ruling on the merits.

The Customer acknowledges that this agreement relates only to NYSEG Solar Credits. The Customer will continue to receive, and must continue to pay, its NYSEG bill and nothing in this agreement relates to NYSEG services, that bill or the Customer's obligation to pay it. If the Customer has any questions about NYSEG services or its bill it should contact NYSEG at 800.572.1111.

Notwithstanding the foregoing, either the Customer or Solar Farms New York may bring an action in Small Claims Court, pursue enforcement actions before federal or state agencies, pursue equitable relief for arbitration (including an injunction to proceed with arbitration), or file suit in a court in connection with an intellectual property claim.

## Notices

All notices or payments will be made to the persons at the addresses specified in the Solar Benefits Confirmation by physical mail or electronic communication. Notices or payments will be made at the time of actual delivery as evidenced by courier receipts or email transmission or in the case of mail, within five (5) days of depositing with the United States Postal Service.

## HEFPA Rights

The Customer is entitled to protections pursuant to Sections 6, 12, 13, 14, 15, 16, 20, and 22 of the Home Energy Fair Practices Act, Part 11 of Chapter 16 of the Rules and Regulations of the State of New York ("HEFPA"), which covers but is not limited to third party notification rights; a prohibition against security deposits in certain circumstances; limitations on estimated billing; limitations on back billing; and limitations on late charges. More information about Customer's HEFPA protections are available online at <http://www.dps.ny.gov>. An annual notification of Customer's rights under HEFPA will also be provided to Customer by NYSEG. If subsequent changes in applicable law require Solar Farms New York to provide additional information about Customer's HEFPA rights, Solar Farms New York shall provide Customer with such additional information within a reasonable time and in accordance with the provisions of HEFPA Section 18(a)(i).

## Entire Agreement

This agreement contains the entire agreement between the Customer and Solar Farms New York regarding the NYSEG Solar Credits. There are no other agreements regarding this agreement, either written or oral, and this agreement supersedes any prior agreements or statements made by the Customer or Solar Farms New York or either of their respective representatives.

The CDG Customer Disclosure Statement, Solar Farm New York Privacy Policy, Solar Benefits Confirmation, Monthly Coupon Terms, and Electric Appliance Warranty Plan are hereby incorporated into the Customer Agreement by reference and made a part hereof. In the event of a conflict between the terms of any of the aforementioned documents and the terms of this Customer Agreement, the terms of the aforementioned documents shall control in the order of priority listed in the preceding sentence (e.g., the CDG Customer Disclosure Statement controls over the Solar Benefits Confirmation, however the Solar Benefits Confirmation controls over the Monthly Coupon Terms).

If any part, term, or provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable or invalid as a whole. Rather, the part of this Agreement that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legally enforceable and valid provision that is similar in tenor to the stricken provision, within the limits of applicable law, and the remainder of this Agreement will remain in full force.

## Contact Information

Customer may contact Solar Farms New York as follows:

Solar Farms New York  
90 State Street – Suite 700  
Albany, NY 12207  
Toll Free Phone: 833-877-7652

## Conclusion of Agreement

This agreement shall be deemed concluded and finalized between the Customer and Solar Farms New York at the time the Customer indicates its agreement to the Solar Benefits Confirmation by electronic or physical transmission, by affirmation through a DocuSign Electronic Signature, by written signature, or other means. The Solar Benefits Confirmation shall include the terms and conditions of the Customer Agreement by reference.

## Right to Rescind or Cancel

CUSTOMER MAY RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIPT FROM SOLAR FARMS NEW YORK OF A COPY OF ITS FULLY EXECUTED SOLAR BENEFITS CONFIRMATION. CUSTOMER MAY THEREAFTER CANCEL THIS AGREEMENT AT ANY TIME WITHOUT PENALTY PROVIDED CUSTOMER WILL REMAIN LIABLE FOR SOLAR CREDITS PREVIOUSLY PLACED ON CUSTOMER'S BILL BY NYSEG.

This document describes the key terms of your contract to purchase Solar Credits from a community solar generation system (the Solar Farm). Read this document carefully so that you fully understand the contract. Under the contract, you will not own the system or any part of the system. You will purchase Solar Credits generated by the system during the term of the contract. In the event that the terms in this Disclosure Statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling.

<b>Provider Information</b>	<b>Name:</b> Solar Farms New York <b>Address:</b> 90 State Street, Albany, NY <b>Telephone Number:</b> 833-877-7652 <b>Email Address:</b> info@SolarFarmsNY.com <b>Form Prepared By:</b> Irene Moser, iMoser@SolarFarmsNY.com
<b>Costs</b>	<p><b>Monthly payments.</b> Customer will receive a bill from Solar Farms New York. The bill will be based on Customer's choice of Solar Plan. Residential Plans are listed below. Commercial Plans are available on request.</p> <ul style="list-style-type: none"> <li>• <b>Residential Solar Benefits Plan 1:</b> For 2 years, the monthly bill will equal the sum of (i) the value of the kilowatt hours that NYSEG credits to Customer's bill plus (ii) an administrative fee of \$2.95. The value of the Solar Credits equals the product of (x) the number of kilowatt hours credited to Customer's bill times (y) the price per kilowatt hour that NYSEG would have charged the Customer for electricity that month, provided that the price per kilowatt hour will never exceed the price that NYSEG would have charged on the date of the Customer Agreement (the "Price Cap"). Customer will receive the membership benefits specified in the Customer Agreement.</li> <li>• <b>Residential Solar Benefits Plan 2:</b> For 4 years, the monthly bill will equal the sum of (i) the value of the kilowatt hours that NYSEG credits to Customer's bill plus (ii) an administrative fee of \$4.95. The value of the Solar Credits equals the product of (x) the number of kilowatt hours credited to Customer's bill times (y) the price per kilowatt hour that NYSEG would have charged the Customer for electricity that month, provided that the price per kilowatt hour will never exceed the price that NYSEG would have charged on the date of the Customer Agreement (the "Price Cap"). Customer will receive the membership benefits specified in the Customer Agreement.</li> </ul> <p><b>Payments due.</b> Payments shall be due within ten (10) days of receipt of Solar Farms New York's bill. Customer may receive a discount to the monthly charges if Customer agrees to pay by automatic debit to his or her bank account ("ACH").</p>
<b>Estimated Benefits</b>	<p><b>Estimate of Customer's share of kilowatt hours of solar production.</b></p> <p>Each month Customer will be allocated a portion of the Solar Farm's electricity production up to 100% of the Customer's annual historic electricity usage. Solar Farms New York will advise NYSEG each month of the amount of Solar Credits to be allocated to Customer. The total amount of Solar Credits allocated to Customer through a calendar year will generally be between 90% and 100% of Customer's historic annual usage.</p> <p><b>Estimate of dollar value of Customer's Solar Credits.</b> Each month Solar Farms New York will bill Customer for the value of the Solar Credits the Customer received from NYSEG for the prior month plus an administrative fee. The administrative fee for Residential Customers shall be \$2.95 or \$4.95, depending on Customer's Benefits Plan. The administrative fee for Commercial Customers shall be determined by mutual agreement. The value of the NYSEG Solar Credits will be based on the price NYSEG would have charged Customer that month for electricity in the absence of Solar Credits, provided that the price per kilowatt will never exceed the price that NYSEG would have charged on the date of the Customer Agreement (the "Price Cap"). For example, suppose a Residential Customer's monthly share of production is 1,000 kilowatt hours of solar electricity produced at the Solar Farm and the Price Cap is \$.08 (that is, NYSEG would have charged Customer \$.08 per kilowatt hour on the date of the Customer Agreement). If the price per kilowatt hour were \$.05, Customer would pay to Solar Farms New York \$50 plus \$2.95 or \$4.95, depending on Customer's Solar Benefits Plan. If the price per kilowatt hour were \$.10, Customer would pay to Solar Farms New York \$80 plus \$2.95 or \$4.95 (less than \$.10 because the Price Cap is \$.08). Each month Solar Farms New York will calculate NYSEG's price per kilowatt hour based on publicly-available information.</p>

	<p><b>Estimated net savings.</b> Customers will receive no net savings in monthly electricity costs unless the price charged by NYSEG increases above the Price Cap. Customers will pay a monthly premium of \$2.95 or \$4.95 depending on the Solar Benefits Plan Customer chooses.</p>
<b>Terms and Conditions</b>	<p><b>Financial structure.</b> Customers are not purchasing or leasing solar panels or solar electricity directly. Rather, Customers are purchasing NYSEG Solar Credits allocated from a Solar Farm. The solar production of the Solar Farm will be sold to NYSEG directly.</p> <p><b>Location of Solar Farm.</b> The solar photovoltaic panels producing and selling solar electricity to NYSEG are located in New York State and in a zone that is served by NYSEG. The location of the Solar Farm that serves Customer shall be selected by Solar Farms New York and identified on Customer's monthly bill. From time to time, as the solar electricity production of solar farms changes, Customer may be advised that the Solar Farm generating credits for the Customer has changed.</p> <p><b>Customer's interest in other solar benefits or incentives.</b> Under the Customer Agreement, Customer will only receive NYSEG Solar Credits and will not be entitled to receive other benefits or incentives such as renewable energy certificates or credits, tax credits, tax deductions, depreciation allowance, green tags, carbon offsets, utility incentives or other rebates or incentives of any kind, all of which have been retained by the owner or developer of the Solar Farm or transferred to others in order to finance the construction of the Solar Farm.</p> <p><b>Value of Solar Credits.</b> Solar Farms New York will include on its monthly bill to Customer the price per kilowatt hour charged by NYSEG that month for electricity in the absence of Solar Credits provided that the price charged by Solar Farms New York to Customer shall never be greater than the Price Cap.</p> <p><b>Production problems.</b> Customer will pay only for NYSEG Solar Credits that are allocated to his or her NYSEG Bills. In the event the Solar Farm produces and sells to NYSEG less solar electricity than anticipated, for example in the case of an outage resulting from engineering problems or a force majeure event, NYSEG will credit proportionately fewer Credits to Customer's bill and the Customer will pay for fewer credits. Solar Farms New York will use best efforts to advise Customer in the event of a production shortfall.</p> <p><b>Insurance and warranty.</b> The owner and operator of the Solar Farm will carry appropriate insurance and warranties to ensure that the Solar Farm continues to operate in a commercially acceptable manner. Customer will never be responsible for insurance or maintenance of all or part of the Solar Farm.</p> <p><b>Dispute resolution and right to contact the Department of Public Service.</b> If a Customer believes a bill is inaccurate he or she should contact Solar Farms New York and Solar Farms New York (or its designated service provider) must acknowledge receipt of the complaint within two (2) business days and respond to or resolve the substance of the complaint within fourteen (14) business days. If a Customer is dissatisfied with Solar Farms New York's response, he or she may request a review of the outcome by calling Solar Farms New York or sending a written complaint by physical or electronic mail within fourteen (14) days from the date of Solar Farms New York's response. Any unresolved disputes shall be submitted to binding arbitration (see Customer Agreement for details). If only a portion of the charges the Customer received for NYSEG Solar Credits is in dispute, Customer must pay all undisputed charges in a timely fashion while he or she may withhold payment of the amount in dispute. Customers may also contact the Department of Public Service at any time regarding a complaint related to the Customer Agreement by calling 1-800-342-3377. Additional information can be found online at <a href="http://www.dps.ny.gov">www.dps.ny.gov</a> or <a href="http://www.askPSC.com">www.askPSC.com</a>.</p>
<b>Length of the Agreement, Renewal, No Early Termination Fee</b>	<p><b>Initial term.</b> The initial term of each Customer Agreement shall be two (2) or four years, at Customer's choice, subject to Customer's right to terminate the agreement at any time without penalty as provided below. Solar Farms New York may terminate Customer at any time without notice in the event Customer has failed to pay his or her bills.</p> <p><b>Renewal term.</b> At the end of the initial and each renewal term, the term shall be automatically extended for successive terms of one (1) year, subject to Customer's right to terminate the agreement at any time without penalty as provided below. In no event will the total Customer Agreement length exceed 25 years in aggregate. In the event of a renewal term, the Price Cap shall be reset to the price per kilowatt hour that Customer would be charged by NYSEG in the first month of the renewal term.</p> <p><b>Early termination.</b> Customer may terminate the Customer Agreement at any time without penalty or fees by contacting Solar Farms New York by email or sending a letter to the address specified below. In the event Solar Farms New York terminates the Customer Agreement for non-payment of bills it shall notify Customer by email or letter to Customer's billing address.</p> <p><b>No termination fee.</b> There is no penalty or fee for early termination.</p>

	<p><b>Prior payments.</b> In the event a Customer terminates the Customer Agreement her or she will pay for all NYSEG Solar Credits received from NYSEG. Solar Farms New York will notify NYSEG as soon as commercially reasonable. Customer acknowledges that NYSEG may not process Customer's termination for up to sixty (60) days.</p>
<b>Data Sharing and Privacy Policy</b>	<p><b>NYSEG data.</b> Customers will furnish Solar Farms New York with the following information for the purpose of determining Customer's share of the solar electricity production of the Solar Farm:</p> <ul style="list-style-type: none"> <li>• Customer name</li> <li>• NYSEG account numbers</li> <li>• Service and billing addresses</li> <li>• Any other information required in connection with the Customer Agreements.</li> </ul> <p>Customer authorizes Solar Farms New York to use such information to (i) request billing profiles, usage and payment history, and other information from NYSEG or credit reporting agencies, (ii) perform a credit check or utility payment score, and (iii) calculate the appropriate amount of NYSEG Solar Credits to be allocated to Customers.</p> <p><b>Privacy policy.</b> Solar Farms New York may share Customer information, including but not limited to name, address, phone number, social security number, loan data, and payment activity, including delinquency, with third parties that have a need to know, including but not limited to its financing partners, both current and future, loan administrators, credit reporting agencies, and third parties interested in assuming the responsibilities of Solar Farms New York to Customers as part of an assignment of Customer Agreements. Solar Farms New York, in accordance with its Privacy Policy, will take commercially reasonable steps to protect your information and privacy and to ensure that the third party's activities conform with relevant regulations and requirements. SOLAR FARMS NEW YORK'S ACCESS AND/OR DISCLOSURE OF CUSTOMER'S DATA SHALL BE LIMITED TO INSTANCES WHERE IT IS NECESSARY TO FACILITATE OR MAINTAIN SERVICE TO THE CUSTOMER UNDER THIS AGREEMENT OR REQUIRED BY LEGAL AUTHORITY.</p>
<b>Customer Allocation of Solar Credits</b>	<p><b>Size of Solar Farm.</b> The size and solar electricity production of each solar farm is different, depending on the number of panels, sunlight, weather, slope of the land, and other factors.</p> <p><b>Customer allocation.</b> The amount of Solar Credits allocated to Customer shall be a percentage of the solar production of the Solar Farm and shall be no more than Customer's historic electricity usage.</p> <p><b>Calculation of Solar Credits.</b> Each month Solar Farms New York shall notify NYSEG of the number of kilowatt hours of solar production to be allocated to Customer. The value of the credits shall be based on the price per kilowatt hour that NYSEG would have charged Customer in the absence of the Solar Credits, as determined by Solar Farms New York, provided that Solar Farms New York will not bill customer more than the price per kilowatt hour on the date of the Customer Agreement or such price in the first month of any renewal term.</p> <p><b>Carryover.</b> NYSEG Solar Credits that exceed the amount of Customer's bill or usage in any one month will be automatically carried over to succeeding monthly bills and will not expire. Customer is responsible for paying for any excess or 'carry over' Solar Credits at the time such Solar Credits are allocated to Customer's NYSEG account (which may be before the Solar Credits can actually be utilized by Customer). Credits accruing to the owner or operator of the Solar Farm may be banked and allocated to Customer in subsequent months.</p>
<b>Guarantee</b>	<p>Solar Farms New York makes no guarantees of minimum solar electricity production from the Solar Farm which could change as a result of reductions or interruptions in solar production as a result of events weather and other events outside of Solar Farms New York's control (e.g., electrical storms, hail storms, civil unrest, acts of terrorism, or other unforeseen events), In the event of a decline in production, Solar Farms New York shall so notify NYSEG and Customer can expect to see a decline in the NYSEG Solar Credits on his or her bill. Solar Farms New York guarantees the benefits offered in any Plan selected by Customer.</p>
<b>Rescission</b>	<p>In addition to Customer's right to terminate his or her contract at any time as provided above, Customer may rescind the Customer Agreement by notifying Solar Farms New York within three (3) business days of receipt from Solar Farms New York of a copy of its fully executed agreement. Solar Farms New York may also refuse to accept, or terminate, a Customer Agreement as provided in the Customer Agreement.</p>
<b>Early Termination Fee</b>	<p>Customer may terminate this Agreement at any time without penalty or fees.</p>
<b>Late Fees</b>	<p><b>Late fee.</b> In the event Customer fails to pay a bill or, in the event of an ACH or credit card payment, insufficient funds are present in Customer's bank account or insufficient credit is available from the credit</p>



	<p>card provider within 20 days of the date payment is due, Customers shall pay Solar Farms New York a late fee on unpaid balances for each calendar month or part thereof in the amount of 1.5% per month on the unpaid balance until the balance is paid in full.</p> <p><b>Returned check fee.</b> In the case of returned checks or insufficient funds in an ACH withdrawal or credit card charge, Customer shall pay an additional fine of \$25 (or such lower amount as required by law).</p>
<b>Electronic Statement Acceptance</b>	Customers acknowledge and agree that they may receive the Customer Agreement, this Disclosure Form, and all monthly bills electronically via a web-portal or by e-mail in which case Solar Farms New York may, in its discretion, not provide paper copies.
<b>NYSEG Bills</b>	Customers are responsible for paying all NYSEG bills in full, including the Basic Service Charge, Generation Charge, Transmission and Distribution Charges, and all applicable taxes.
<b>Confirmation</b>	Customers shall indicate their assent to the Customer Agreement by signing the Solar Benefits Confirmation and sending such Confirmation to Solar Farms New York by electronic or physical means. Customer's signature may be a written signature or a DocuSign Electronic Signature or similar electronic means. The Solar Benefits Confirmation shall include the terms and conditions of the Customer Agreement by reference and will alert Customer to any changes to the terms and conditions that have been adopted by Solar Farms New York since the date Customer was originally provided this Disclosure Statement.
<b>Contact Information</b>	<p>Solar Farms New York</p> <p>90 State Street – Suite 700 Albany, NY 12207</p> <p>Toll Free Phone: 833 877-7652    Care@SolarFarmsNY.com</p>
<b>Miscellaneous</b>	<p><b>Annual report.</b> Customer will receive an annual report by March 31 of each calendar year describing the amount of solar electricity produced at the Solar Farm and the total amount allocated to Customer.</p> <p><b>Service and emergencies.</b> NYSEG will continue to be responsible for providing electric service and responding to electric outages. <b>The Customer should contact NYSEG directly in the event of a problem with service or billing or any emergency.</b></p>

Customers may only enter into a Customer Agreement to receive NYSEG Solar Credits as an energy-related commodity for use at the NYSEG Account Number identified by such Customers at the time of their subscription and as reflected in their Solar Benefits Confirmations. In entering into a Customer Agreement Customers acknowledge and agree that with the exception of the purchase of NYSEG Solar Credits any and all tax credits, incentives, renewable energy credits, green tags, carbon offsets, utility rebates or any other non-power attributes of the Solar Farm are the property of and for the benefit of Solar Farms New York or others. Customers should not and may not enter into a Customer Agreement for investment or speculation, with a profit expectation, or with a view to the resale of any benefits. Customers have no ownership of or interest in the profits or losses of the Solar Farm for which solar electricity production is allocated to them and will not otherwise be entitled to any profit related to the Solar Farm nor will they be able to sell, hypothecate, pledge, assign or otherwise transfer any NYSEG Solar Credits or any economic interest therein. The Customer Agreement is not a security or debt instrument and has not been registered under federal securities laws or registered or qualified under the securities laws of any state in which the Customer may reside. By entering into this Customer Agreement, the Customer consents to Solar Farms New York obtaining any and all data possessed by NYSEG or credit reporting agencies at any time during the Term of such Agreement, including account number(s), service address(es), usage and billing history, and/or Customer's enrollment in any NYSEG assistance programs, including low-income assistance programs.





## **Automatic Payment and Electronic Funds Transfer Disclosure Statement**

### **Your Rights and Responsibilities**

Please read this disclosure carefully because it tells you your rights and obligations regarding authorization of Solar Farms New York ("we," or "us") to withdraw funds from your designated bank account or credit cards. You should keep this notice for future reference.

**BUSINESS DAYS:** For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

**PREAUTHORIZED PAYMENTS AND WIRE TRANSFERS:** You may make arrangements to pay certain recurring bills or initiate wire transfers or checks from your checking account(s) or savings account(s) or to pay by credit card to Solar Farms New York. Intermediate banks may deduct a fee from the total amount of your outgoing wires. We will not be given prior notice by these banks of when fees may be charged, if at all, and we are not responsible for these fees. You have authorized us to convert a check to an electronic fund transfer and to assess a charge for a returned credit or insufficient funds electronically.

**FEES:** You may be charged fees by your bank for ACH transfers. We are not responsible for those fees.

**NOTICE OF VARYING AMOUNTS:** Your payments to us may vary from month to month. We will tell you, ten (10) days before each payment, when it will be made and how much it will be. You have a right to a receipt for each withdrawal and a periodic statement from us. By entering into the Customer Agreement you agree to receive these documents electronically. You have the right to contact us and request paper copies of the receipt and/or periodic statement.

**RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO:** If you have told us in advance to take regular payments out of your account or to assess charges to your credit card, you can stop any of these payments at any time. Call or write us at the telephone number or address listed in your Customer Agreement in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. Fees for bounced checks or insufficient funds are set forth in your Customer Agreement. Termination of this authorization does not affect your obligations under your Customer Agreement. We may, at any time, terminate your right to make recurring automatic payments.

**LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER:** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**LIABILITY FOR FAILURE TO MAKE TRANSFERS:** If we do not complete a transfer from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: • If, through no fault of ours, you do not have enough money in your account to make the transfer. • If the transfer would go over the credit limit on your overdraft line. • If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

**CONFIDENTIALITY:** We will disclose information to third parties about your account or the transfers you make: • where it is necessary for completing transfers; or • in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or • in order to comply with government agency or court orders; or • if you give us written permission.

**CONSUMER LIABILITY:** Tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your card and/or code without your permission. If you do tell us within two (2) business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00.

**ADDITIONAL LIMIT ON LIABILITY FOR CHECK AND CREDIT CARD:** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your credit card. If your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**CONTACT IN EVENT OF UNAUTHORIZED TRANSFER:** If you believe your check or credit card has been lost or stolen, call us toll-free (833) 877 7652 immediately. Please also notify us at the telephone number or address listed in your Customer Agreement.

**ERROR RESOLUTION NOTICE:** In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. • Tell us your name and account number (if any). • Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. • Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us

to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you have inquiries regarding your account, please contact us at: Solar Farms New York LLC, [info@SolarFarmsNY.com](mailto:info@SolarFarmsNY.com), 833 877 7652.

**CONTACT INFORMATION:**

Solar Farms NY  
90 State Street  
Albany, NY 12207  
Toll-Free: 833-877-7652



## SOLAR BENEFITS CONFIRMATION

<b>CDG Marketing Representative:</b>  Solar Farms New York	<b>Customer Name:</b>  
<b>Mailing Address:</b>  90 State Street Albany, NY 12207	<b>Service Address:</b>  
<b>Contract Administration</b>  Irene Moser Manager, Customer Care	<b>Billing Address (if different):</b>  
<b>Toll-Free Phone:</b>  1-833-877-7652	<b>Phone:</b>  
<b>Email:</b>  Care@SolarFarmsNY.com	<b>Email:</b>  
<b>Price Cap:</b>  NYSEG rate/kWh on Confirmation Date for Customer's Rate Class	<b>NYSEG Utility Acct No.:</b>  
<b>Solar Farm Assigned to Customer:</b>  A location in Customer's utility territory that will be specified prior to credits appearing on Customer's utility bill.	<b>Solar Credit Allocation:</b>  This allocation represents a portion of kilowatt hours of solar electricity produced at the Solar Farm. The total amount of Solar Credits allocated to Customer through a calendar year will generally be between 90% and 100% of Customer's historical electricity usage.
<b>NY Solar Farms Bill:</b> Solar Farms New York will bill Customer each month for the Solar Benefits Package chosen, either \$2.95 or \$4.95 as indicated below, plus the value of the Solar Credits allocated by NYSEG which shall equal (i) the quantity of Solar Credits allocated to Customer's NYSEG account times (ii) the price per kilowatt hour that would have been charged by NYSEG to Customer that month, provided that for the term of the Customer Agreement such price shall never exceed the Price Cap. As used in the Customer Agreement, NYSEG's price to Customer shall include all volumetric charges for electricity used including the cost of electricity supply and all transmission and distribution charges.	
<b>Solar Benefits Plan Chosen by Customer (Check one):</b>	



**Solar Benefits Plan 1:**

- ☐ 2 year term with fee of \$2.95/month plus the value of Solar Credits subject to the Price Cap

**Solar Benefits Plan 2:**

- ☐ 4 year term with fee of \$4.95/month plus the value of Solar Credits subject to the Price Cap

**Contract Term and Renewal:**

The term shall be either 2 years or 4 years, as indicated above, and shall be automatically renewed for successive periods of one year so long as the total Contract Term does not exceed twenty five (25) years in aggregate.

**CDG Disclosure and Customer Agreement:**

This Solar Benefits Confirmation incorporates by reference the terms of the CDG Disclosure Document and the Customer Agreement, attached. In the event of a conflict between the CDG Disclosure Document, the Customer Agreement or this Confirmation, the documents shall take precedence in the order in which they are listed in this sentence.

**Execution:**

Customer shall indicate his or her agreement with this Confirmation and the Customer Agreement by electronic or physical transmission, by affirmation through a DocuSign Electronic Signature, by written signature, or other means.

**Right to Cancel Without Penalty:**

Customer has the right to terminate the Customer Agreement within three business days by notifying Solar Farms New York. Thereafter Customer can terminate at any time without penalty or fees provided that Customer pays for all Solar Credits received prior to termination.

Acknowledged and Agreed:

**SOLAR FARMS NEW YORK**

**CUSTOMER IDENTIFIED ABOVE**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_