NYG&E
New York Gas & Electric
6555 Sierra Drive
Irving, TX 75039

Exhibit 2

Section 7.B. Comprehensive Copy of Standard Sales Agreements: The Home Warranty Terms & Conditions have been updated.

- ESCO would like to submit minor updates to its Standard Sales Agreements for DPS review. These are largely changes in formatting from the previously approved versions. ESCO plans to begin utilizing these newly formatted documents in mid-2023.
    - **Commercial Fixed Rate**
        - Formatting
        - Staff recommended changes
    - **Guaranteed Savings Product**
        - Formatting
        - Staff recommended changes
    - **Residential Fixed Rate**
        - Formatting
        - Staff recommended changes
    - **Residential Green Electric Fixed Rate**
        - Formatting
        - Section 21 Renewable Energy
        - Section 25 Value Added Products
        - Staff recommended changes
    - **Residential Green Electric Variable Rate**
        - Formatting
        - Section 21 Renewable Energy
        - Section 25 Value Added Products
        - Staff recommended changes
    - **Residential Term Variable Rate Home Warranty**
        - Formatting
        - Section 25 Value Added Products
        - Staff recommended changes
    - **Residential Fixed Rate Home Warranty**
        - Formatting
        - Section 25 Value Added Products
        - Staff recommended changes
    - **Residential Variable Rate Home Warranty**
        - Formatting
        - Section 25 Value Added Products
        - Staff recommended changes

Commercial Customer - Fixed Rate

NYG&E
New York Gas & Electric

NYG&E Energy Disclosure Statement

Joe Customer, 1100 Anywhere, Athens, NY 12015, 00012345

Price	$.0XXX per unit
Price Structure	You selected a Fixed Rate. Your Fixed Rate represents a price no greater than trailing the 12-month average Utility supply rate plus a premium of no more than 5%.
Contract Term/Length	Your Initial Term will be XX monthly billing cycles once the utility switches your account to NYG&E.
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 NYG&E at 888-947-7899.
Early Termination Fees	Your early termination 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.
Late Fees/Account Management 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	Prior to the end of your Initial Term, you will receive a notice regarding your future product options. If NYG&E elects to renew your Agreement, unless otherwise agreed to upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly Variable Rate product that guarantees savings in relation to what the customer would have paid as a full-service customer of the Utility with no change to the remaining terms. At least 30 days and no more than 60 days prior to the renewal date, Company will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement. Company must receive your express consent to accept a new offer. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial Term.
Statement Regarding Savings	You understand that a Fixed Rate does not provide guaranteed savings. Unless otherwise agreed to, if NYG&E elects to renew your Agreement upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly Variable Rate product that guarantees savings in relation to what the customer would have paid as a full-service customer of the Utility with no change to the remaining terms.

Commercial Customer - Fixed Rate

New York Residential and Small Commercial Terms of Service

[Brand_Legal_Entity] ("Company") is an energy services company ("ESCO") in New York (ESCO Code [Brand ESCO Code]) and agrees to sell, and you agree to buy, your full requirements for electric supply service and/or natural gas supply service ("Service") at the price(s) provided in your rate plan, disclosure statement, recorded verification or welcome package ("Enrollment Documentation") and pursuant to the terms and conditions specified in this contract, the purpose of which is to authorize a change in your Service to Company (the "Agreement"). This Agreement governs your Service at the account number and street address that you have specified in your Enrollment Documentation and that Company has agreed to serve and supersedes any oral or written statements and all prior and contemporaneous negotiations made in connection with this Agreement or the supply of your Service. A signature on a sales agreement or electronic acceptance of a sales agreement is an agreement to initiate service and begin enrollment. You will be bound by all the provisions of the Agreement, as they may be amended from time to time upon advance notice to you. The prices and terms of this Agreement are subject to change as provided below. This Agreement is subject to the eligibility requirements of your local distribution company ("Utility") and Company may choose not to accept this Agreement for any reason. In addition, Company has the right to refuse or terminate Service, and recover costs, if any, of your usage exceeds the Usage Thresholds. The "Usage Thresholds" applicable to electricity are: (i) for residential and small commercial customers, peak demand greater than 25 kW over any 12-month period, and (ii) for all other customers: 1,000,000 kWh over any 12-month period. The "Usage Thresholds" applicable to natural gas are: (i) for residential and small commercial customers, usage exceeding 10,000 ccfs per month or 90,000 therms (or the equivalent Ccf or Mcf) over any 12-month period, and (ii) for all other customers: usage greater than 100,000 therms (or the equivalent Ccf or Mcf) over any 12-month period. If your consumption of Service is materially different than your historical usage ("Change in Usage"), Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

Please review the Agreement 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 as detailed in Section 18. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement.

1. PRICING: You hereby designate Company as your agent for the purpose of arranging, contracting for, and administering transmission and transportation services (including those provided by your Utility) for the delivery of Service. Your Utility will continue to deliver the Service to you. Your Utility will also respond to leaks and emergencies and provide other traditional utility services. Switching to Company will not impact your Service reliability.

If you have chosen natural gas Service, you hereby designate Company as your agent to: (i) arrange 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); (ii) nominate and schedule with the interstate pipelines the transportation of your natural gas from the Sales Points (defined herein) to your Utility's city gate station ("Delivery Points"), and with your Utility for the transportation of your natural gas from the Delivery Points to your premises; and (iii) 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. As your agent, Company will schedule the delivery of a quantity of natural gas at the Sales Points necessary to meet your city gate 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 from the Sales Points to the Delivery Points, and from the Delivery Points to your premises. You understand that Company's ability to provide Service is subject to Company meeting the Utility's requirements for operating in its territory, such as meeting any applicable pooling requirements. If Company does not meet the Utility's pooling requirement, Company will: (i) hold your enrollment until it meets the Utility's pooling requirement; or (ii) notify you that is unable to provide you with Service, resulting in the termination of this Agreement.

Company does not charge any fee for you to switch to receive the Service pursuant to this Agreement. Please note that some products have specific fees related to the product or plan you choose which are detailed in your Enrollment Documentation; these fees are not switching fees.

Except as otherwise provided in this Agreement or as required by law, all taxes of any kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are tax exempt, you must furnish Company an exemption certificate before your Service commences. The Service under this Agreement will be measured at the delivery point by your Utility providing the delivery service in accordance with the terms of the applicable tariff.

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's and the current month's Rate. If your Service charges are based on estimated usage, 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.

You understand that unless you have been offered a Rate in writing confirmed by the Company that expressly provides otherwise, there are no guaranteed savings and your Rate may be higher than the Utility's rate in any given month. Your

Rate includes transmission charges (if applicable). Your Rate 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 Service.

2. TERM: Company will begin supplying your Service when your Utility switches your account to Company. The initial term of this Agreement will begin on a date set by your Utility and continue for the length specified in your Enrollment Documentation ("Initial Term"). Your Initial 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 or another ESCO to Company, but there may be a delay before the Utility switches your Service 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. RATE PLAN: Please refer to your Enrollment Documentation, which are part of this Agreement, to determine which rate type plan applies to you.

Fixed Rate. If you have selected a fixed rate, you will pay a fixed rate for Service indicated in your Enrollment Documentation or Renewal Notice for the length of the Initial Term or Renewal Term ("Fixed Rate"), and may be modified due to a subsequent Change in Law as explained in Section 8.

Variable Rate. If you have selected a variable rate, the rate for Service for your first billing period is indicated in your Enrollment Documentation. Variable Rates may change on each monthly bill cycle and may be higher or lower each month based on business and market conditions ("Variable Rate"). 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 and balancing costs, projected average 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 regional transmission organization ("ISO") costs, capacity costs, transmission costs, line loss costs, Reliability Must Run ("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.

Your Variable Rate may change each billing cycle and there is no limit on how much your Variable Rate may change from one billing cycle to the next. Historical pricing is not indicative of present or future pricing. The Variable Rate may be lower or higher than the Fixed Rate, fixed rates offered by Company, the Utility's pricing or "price to compare", rates offered by other ESCOs, and wholesale market rates, and, furthermore, the Variable Rate may not fluctuate in relation to any of the aforementioned rates.

The Company may reference either a Fixed Rate or Variable Rate in this Agreement as "Rate".

4. RENEWAL: If you are on a Fixed Rate plan and Company elects to renew your Service, you will receive notice from Company between thirty (30) and sixty (60) days prior to the end of your Term ("Renewal Notice") regarding the terms of the renewal of this Agreement, and your right to renew, reject or renegotiate the Agreement. The Renewal Notice will contain information regarding a renewal product and if you do not affirmatively select a product offering, 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. 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. 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. Your first Term after signing a new agreement with Company will be deemed your "Initial Term." Any period after your Initial Term will be deemed the "Renewal Term". UNLESS YOU INFORM COMPANY IN WRITING OR BY TELEPHONE AS PROVIDED IN SECTION 18 THAT YOU DECLINE TO RENEW THIS AGREEMENT UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE, THIS AGREEMENT WILL RENEW UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE. YOUR RENEWAL TERM MAY NOT INCLUDE VALUE-ADDED PRODUCTS ASSOCIATED WITH YOUR INITIAL TERM.

5. EARLY TERMINATION OF CONTRACT: Customer-Initiated Termination: You may terminate this Agreement as described below. Upon cancellation of the agreement, the Company shall provide a cancellation number.

To terminate this Agreement you must: (i) notify Company as detailed in Section 18; or (ii) notify the Utility that you would like to return to default service from the Utility. To terminate Service, you do not need to contact both Company and your Utility, you may contact one or the other. During the Initial Term or any subsequent Renewal Term of this Agreement, if you contact Company to terminate, Company will promptly notify the Utility, and the termination will then be effective on a date set by your Utility; however, Company is not responsible for any delays in the termination process that are caused by acts or omissions of the Utility.

If you are receiving a month-to-month plan, you may terminate at any time and no termination fee will apply.

If you terminate during your Initial Term, the following early

termination fees apply: If you are a residential customer, you may terminate at any time; provided that, if you terminate after the Rescission Period and before the end of the Initial Term or any Fixed Rate Renewal Term, the applicable early termination fee in your Enrollment Documentation will apply. 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.

If you are a commercial customer, and terminate before the end of the Initial Term Fixed Rate Renewal Term, unless otherwise stated in your Enrollment Documentation, your early termination 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. Early termination fees may apply if you terminate due to a Change in Law, as discussed in Section 8.

Company-Initiated Termination: The Company may terminate this Agreement at any time, including for any non-payment as allowed by law, by providing you notice at least 15 calendar days in advance, or as required by law. Company may also terminate this Agreement due to a Change in Law that results in an increased cost to Company, or Company is prevented, prohibited, or frustrated from carrying out its intent under this Agreement. Company may also terminate this Agreement as a result of any act beyond Company's reasonable control, if Company is no longer able to serve you, due to a change in business direction, if there is a Change in Usage or your usage exceeds the Usage Thresholds, or if you provide false, inaccurate or misleading information to Company or to the Utility. If it is determined that your usage is greater than the Usage Thresholds, at Company's sole discretion it may require you to sign a new and different form of agreement before accepting you as a customer or continuing to provide Service.

Upon termination of this Agreement either by you or Company, you will return to receiving default service from the Utility unless and until you designate another ESCO or service is shut off by the Utility. The effective date of any termination will be on a date set by your Utility after expiration of the required notice period. Upon any termination, you will remain responsible for all payments and obligations under this Agreement, including any applicable early termination fee, until such effective date of termination. A Utility cannot terminate or interrupt the delivery of Service to you because of any dispute between Company and you, but a Utility may terminate such service for nonpayment of Utility charges in accordance with applicable law. Only the Utility may shut off your electric power or natural gas supply.

6. CUSTOMER RESCISSION: If you are a residential customer you may cancel this Agreement at any time before midnight of the third (3rd) business day following your receipt of this Terms of Service ("Rescission Period") by notifying Company as detailed in Section 18. The Agreement is not legally binding until the three-day confirmation period has expired and you have not, directly or indirectly, rescinded your selection.

7. INDEPENDENT SELLER: Company has received an eligibility letter from the New York Public Service Commission ("NY PSC") to offer and supply Service in New York. You understand that Company is not representing or acting on behalf of any Utility. You understand that you are not required to switch your Service to Company and may remain with your Utility on default service or your current ESCO. If you are enrolled in any Utility or government programs, including low-income programs, enrolling with Company may be prohibited or may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Company. You should contact your Utility for details on the availability and terms of default service.

8. CHANGE IN LAW: If, during the Initial Term or any Renewal Term, any change in, or enactment of, any federal, state, local, or utility legislation, regulatory actions, orders, rules, tariffs, regulations, operating procedure, policies, tariff, riders, fees, pricing structures, market structures, capacity charges, and changes in customer load profiles, ordinance, statute, or law beyond Company's reasonable control ("Change in Law") results in an increased cost to the Company or Company is prevented, prohibited, or frustrated from carrying out its intent under this Agreement, Company can terminate this Agreement with notice to you as required under applicable law.

In addition, any Change in Law or changing business needs may require Company to adjust the terms of this Agreement. If Company adjusts the Fixed Rate and/or other material terms, other than as provided for in Section 8, you will be provided an updated Agreement. If you are a residential customer, or small commercial customer enrolled through door-to-door you must provide your affirmative consent to the changes. If you do not provide affirmative consent or affirmatively terminate within that 30-day notice period, it will be deemed a termination of this Agreement by you. In such case, you will return to receiving default service from the Utility unless and until you designate another ESCO or service is shut off by the Utility. Please see Section 5 for further details regarding termination.

9. SEVERABILITY AND NON-WAIVER: If any portion of this Agreement is declared invalid or unenforceable by final order of a court or any regulatory body having jurisdiction, the remaining portions of this Agreement shall remain in effect and the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible. 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. The provisions of this Agreement concerning payment, limitation of liability and waivers will survive the termination or expiration of this Agreement.

10. BILLING AND PAYMENT: You will receive a single bill from your Utility that will contain Utility's charges and Company's charges. Company's charges reflected on your bill will be determined by multiplying your Rate by your usage and adding any additional taxes or fees as provided herein. The Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur the maximum late payment fee pursuant to law that will be applied in accordance with the Utility's or the Company's billing and payment policies and procedures. Company reserves the right to charge you a minimum usage fee ("MUF") if your usage is: (i) for electricity, less than 500 kWh monthly, or (ii) for natural gas, less than 500 therms/ccf or 50 MCF/MMBtu annually. Prior to charging the MUF or changing the MUF amount, Company will provide you with 30 days' notice. You may choose to terminate this Agreement without penalty within 30 days of the MUF notice by contacting Company directly and citing this provision of the Agreement.
If you have difficulty paying your bill you may be eligible for third party billing or deferred payments or budget billing through your Utility, or budget billing from Company; contact your Utility or Company for details about available programs. In order for Company you provide you with budget billing, you must execute a budget billing enrollment form and agreement with Company.

Company reserves the right to change billing methods. If Company change its billing methods, Company will send you advance written notice in your bills or in a separate mailing thirty (30) days before the effective date of any such change. If Company bills you for Service, any undisputed bill not paid in full by its due date will incur a late payment fee in accordance with Company's billing and payment policies and procedures. IF YOU FAIL TO PROMPTLY PAY UNDER THIS AGREEMENT AND COMPANY INCURS ADDITIONAL FEES AND CHARGES, INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS, IN CONNECTION WITH THE COLLECTION OF PAST-DUE CHARGES, YOU WILL BE LIABLE FOR ALL SUCH FEES AND COSTS. 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. You are responsible for paying and reimbursing Company for all applicable fees.

11. AUTHORIZATIONS: By entering into this Agreement, you authorize your Utility to release to Company your customer information may include, but is not limited to, account contact information, account number, standard offer service type, rate classification, meter number, billing history, payment history, budget billing status, public assistance status, historical and future electricity and/or natural gas usage or demand, meter readings (including, but not limited to, data from advanced meters, if any) and characteristics of your electric and/or natural gas service ("Customer Information"). Customer Information will be used and maintained to service your account under this Agreement and Company will maintain the confidentiality of Customer Information as required by applicable NY PSC regulations and Federal and State laws.

This Agreement provides authorization for 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 Company uses to provide services and rewards to you. Company reserves the right to share your Customer Information with any partner or agent, to the extent permitted by law, that needs to know such information in connection with your Service. To opt out of the release of information to unaffiliated third parties, contact Company as provided in Section 18. If you select such services or rewards from a third party, or elect to bundle or purchase a product apart from Company's Service, 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.

If you provide us with your email address, you are: (i) consenting, where permitted by applicable law, to receiving documents, notices and other communications from us in electronic form, and (ii) required to provide a correct, working email address and notify Company of any change in your email address or any withdrawal of consent for the electronic documents, notices and other communications.

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. If there is a deterioration in your credit rating or if there is an increase in your usage, to continue receiving Service with Company, you may be required to promptly provide cash escrow or deposit, establish an ACH debit relationship with Company, or provide other reasonable assurances to Company to establish your credit worthiness. If a deposit is required, before any deposit is taken, you will be provided notice as to all terms and conditions on such deposit and the amount and the rate of interest paid on the deposit.

If Company bills you and you fail to make payment in a timely fashion, Company has the right to use the services of debt collection agencies, consumer reporting agencies, and other

remedies allowed by law and you will be liable for any associated costs. If you fail to make timely payment, you authorize Company to report the delinquency to one or more credit-reporting agencies.

You agree that by accepting this Agreement and providing your phone number (which may include your wireless number) to Company or its agents or affiliates, Company and its agents or affiliates 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.

All authorizations provided in this shall remain in effect as long as this Agreement (including any Renewal Term) is in effect. You may rescind these authorizations at any time by calling, emailing, or providing written notice to Company as provided in Section 18. Company reserves the right to reject your enrollment or terminate the Agreement if you rescind these authorizations.

12. TITLE; RISK OF LOSS: You and Company agree that title to, control of, and risk of loss of the Service supplied under this Agreement will transfer from Company to you: (i) for electricity, at a point or points on the New York ISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Company to assure service reliability, or (ii) for natural gas, at a point or points located outside of the State of New York selected from time to time by Company to assure service reliability (together "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 pay such tax, as invoiced

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 electricity and/or natural gas 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 electricity and/or natural gas supplies allocated for you, and (ii) as between Company and you, Company will be deemed in exclusive control of the electricity and/or natural gas, and responsible for any damage, injury, charges, transportation fees, costs or losses until the electricity and/or natural gas 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 electricity and/or natural gas and the price of electricity and/or natural gas under this Agreement.

13. ASSIGNMENT: Company may sell, assign, subcontract, transfer, pledge, or delegate your account and all or any part of the rights and/or obligations under this Agreement, including your payment obligations and related revenues to another ESCO or as otherwise allowed by law. You may not assign any of your rights or obligations under the Agreement without Company's prior written consent.

14. NON-RELIANCE: You acknowledge that: (i) you are not relying on any advice, statements, recommendations or representations of Company, other than the written representations in this Agreement; (ii) you understand the risks of entering into this Agreement, including the risk that 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.

15. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT: The Services provided by Company to you are governed by the terms and conditions of this Agreement 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 18. 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.

This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, a state public utility commission. Such agencies can, if the law allows, seek relief against us on your behalf. Regardless of whether you choose to pursue your dispute with the NY PSC, your right to pursue individual arbitration with Company will not be impacted under this Agreement.

"Disputes" are any claims or controversies between you and the Company related in any way to or arising from Company's Services, this Agreement, or any related agreements, including but not limited to, billing, services and practices, pricing, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your Services with Company have terminated. Disputes include any claims that: (i) you bring against 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 Company's Services, this Agreement or any related agreements; or (iii) that 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.

Subject to the Dispute Notice requirement set forth below, You and Company both agree to resolve any and all Disputes only by arbitration or in small claims court (for qualifying claims), subject to specific exceptions listed herein. The parties expressly agree that they are waiving their right to sue in a court of general jurisdiction and that arbitration or small claims court actions are the parties' sole remedies to resolve Disputes. In the event that a claim involving a Dispute does not qualify for small claims court, the parties' sole remedy to resolve the Dispute shall be arbitration in accordance with this Agreement. There is no judge or jury in arbitration, the procedures may be different, and an award in arbitration is subject to very limited review by a court.

Prior to initiating arbitration or a small claims court action, a party must first send to the other, by certified mail, a written notice of dispute ("Dispute Notice"). The Dispute Notice to the Company should be addressed to the notice address listed in Section 18. The Dispute Notice must (i) describe the nature and basis of the claim or Dispute; and (ii) set forth the specific relief sought ("Demand"). The parties will use their best efforts to resolve the Dispute. If Company and you do not reach an agreement to resolve the claim within thirty (30) days after the Dispute Notice is received, you or Company may commence an arbitration or small claims court action.

This Dispute Resolution and Arbitration Agreement is intended to be broadly interpreted. It includes, but is not limited to:

- any and all Disputes, including claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory;
- claims that arose before this or any prior Agreement or contract;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of your Agreement or contract.

WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION: YOU AGREE THAT, BY ENTERING INTO YOUR AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION, AND THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT. NEITHER YOU NOR COMPANY WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND COMPANY AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OF CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR THE COMPANY.

This Dispute Resolution and Arbitration Agreement shall survive termination of your Agreement.

Any arbitration commenced under this Agreement shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. You can elect from one of the following locations for your arbitration hearing: New York City, Albany, or Buffalo New York.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL**. Further, unless both you and Company agree otherwise, 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 this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, (I) VENUE FOR ANY PERMITTED SMALL CLAIMS COURT ACTION OR OTHER 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.

16. LIMITATION OF LIABILITY; WARRANTY; JURY TRIAL WAIVER: YOU AGREE THAT NEITHER COMPANY NOR ANY OF ITS AFFILIATES, CONTRACTORS, OR SUBCONTRACTORS WILL BE LIABLE FOR ANY DAMAGES OR CLAIMS FOR MATTERS WITHIN THE CONTROL OF THE UTILITY, NATURAL GAS PIPELINES OR THE ISO-CONTROLLED ELECTRICITY GRID, INCLUDING MAINTENANCE OF ELECTRIC LINES AND SYSTEMS, NATURAL GAS PIPELINE MAINTENANCE, SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETERIORATION OF SERVICES, METER READINGS, OR INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE DELIVERY OR SUPPLY OF ELECTRICITY OR NATURAL GAS.

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.

NEITHER COMPANY NOR ANY OF ITS AFFILIATES,

CONTRACTORS, OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR ANY FAILURE TO COMMENCE OR TERMINATE POWER OR ENERGY SERVICE ON THE DATE SPECIFIED HEREIN BECAUSE OF ANY FAILURE OR DELAY IN ENROLLING YOU WITH THE UTILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON STATUTE, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM ANY BREACH OR NONPERFORMANCE.

COMPANY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

17. 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") and may terminate this Agreement. Force Majeure Events include but are not limited to damages caused by acts of God, acts of terrorism, sabotage, accidents, strikes, labor troubles, pandemics, maintenance work, inability to access the Utility's system, 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, ISO; or any cause beyond Company's reasonable control.

18. CONTACT INFORMATION: Please use the following information to contact Company with any questions about this Agreement or Company charges on your invoice, to provide all notices under this Agreement, or to resolve any disputes regarding this Agreement.

Name: [Brand_Name]
Address: [Brand_Address]
Phone Number: [Brand_Contact_Phone]
Email Address: [Brand_Contact_Email]
Internet Address: [Brand_Website]

UTILITY: For emergencies relating to your services, such as a power outage or gas leak, or for information about universal service programs, please contact your Utility:

Name: [Utility_Name]
Phone Number: [Utility Phone]

You can also call your local emergency personnel at 911 if the emergency warrants.

For non-emergency matters, including bill payment assistance and weatherization service, please call your Utility at the following number:

Name: [Utility_Name]
Phone Number: [Utility Phone]

New York Public Service Commission:

Internet: dps.ny.gov
Address: Empire State Plaza
Agency Building 3
Albany, NY 12223-1350
Phone: (800) 342-3377
ESCO Hotline 1-888-697-7728

19. NET METERING: If you have or participate in eligible renewable electrical generating facilities to supply all or part of your electricity usage and such facilities are or will be net metered by your Utility, you must notify Company in advance so Company can determine your eligibility and properly serve you**.**

If you use net metering, or if there is a change, or an anticipated or planned change, in the consumption of Services that is materially different than your historical usage, depending on your eligibility and applicable requirements Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

20. ENVIRONMENTAL DISCLOSURE: You understand that an Information Disclosure Label (the "Label") is available on Company's website, and that you have been provided with access to the Label prior to your initiation of Service. You agree that Company will make any required updates to the Label electronically on its website unless otherwise directed by law, regulation or the NY PSC. This Agreement incorporates the information that may be provided to you or made available to you at Company's website, as indicated in Section 18, regarding the approximate generation resource mix and environmental characteristics of electricity supply. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request.

21. RENEWABLE ENERGY:

Renewable Energy Product: If you have elected to purchase a renewable energy plan it will be matched by at least 50% renewable energy from sources eligible under New York law – such as solar, hydroelectric, geothermal, fuel cells, tidal/wave/ocean, and wind, or through alternative compliance payments (ACP). Renewable energy certificates (RECs) represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. The renewable mix provided under this Agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year, but will not exceed 100%. We may meet our requirements under this Agreement: (1) by purchasing RECs from eligible renewable generators through the New York State Generation Attribute Tracking System (NYGATS); (2) by purchasing Tier 1 RECs from New York State Energy Research and Development Authority (NYSERDA).; (3) by procuring RECs from eligible renewable generators through bilateral contracts; (4) by entering into

bundled energy and REC purchase agreements with eligible renewable generators; (5) by making ACP to NYSERDA, or (6) by any other method later authorized under New York law or NYPSC order.

22. WARRANTIES: You represent and warrant to that each of the following is true and accurate:

1. You are at least 18 years old and fully authorized to enter into this Agreement.
2. You are 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
3. You are either a residential customer (i.e., a person who receives electric and/or natural gas service under a residential rate classification) or small commercial customer (i.e., a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service or natural gas under a small commercial, small industrial or small business rate classification, and whose Usage is within the Usage Thresholds);
4. You are duly qualified to transact business in the State of New York;
5. The person who made the enrollment authorization is either you or your duly authorized representative who has the power to make valid and binding decisions on your behalf regarding your purchase of electric generation services and natural gas supply service.
6. You have received a copy of the Agreement read it and understand its contents.

23. MISCELLANEOUS: 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.

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer

ESCO Consumer 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 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. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am - 4:00 pm); by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at http://www.dps.ny.gov.

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

Guaranteed Savings Product

NYG&E
New York Gas & Electric

NYG&E Energy Disclosure Statement

Joe Customer, 1100 Anywhere, Athens, NY 12015, 00012345

Price	$.0XXX per unit for the first month of Service
Price Structure	You selected a Guaranteed Savings Rate. 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. On at least an annual basis, Company will perform a reconciliation to ensure that Company has provided at least a one cent savings to the Utility price over the same period. If Company has not provided the aforementioned savings, Company will provide you with either a credit or a refund.
Contract Term/Length	Your Term will continue Month-to-Month once your utility switches your account to NYG&E.
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 NYG&E at 888-947-7899.
Early Termination Fees	None.
Late Fees/Account Management 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	Your Guaranteed Savings Product Agreement will automatically continue month-to-month until terminated.
Statement Regarding Savings	On at least an annual basis, Company will perform a reconciliation to ensure that Company has provided at least a one cent savings to the Utility price over the same period. If Company has not provided the aforementioned savings, Company will provide you with either a bill credit or a refund.

Guaranteed Savings Product

New York Residential and Small Commercial Terms of Service

[Brand_Legal_Entity] ("Company") is an energy services company ("ESCO") in New York (ESCO Code [Brand ESCO Code]) and agrees to sell, and you agree to buy, your full requirements for electric supply service and/or natural gas supply service ("Service") at the price(s) provided in your rate plan, disclosure statement, recorded verification or welcome package ("Enrollment Documentation") and pursuant to the terms and conditions specified in this contract, the purpose of which is to authorize a change in your Service to Company (the "Agreement"). This Agreement governs your Service at the account number and street address that you have specified in your Enrollment Documentation and that Company has agreed to serve and supersedes any oral or written statements and all prior and contemporaneous negotiations made in connection with this Agreement or the supply of your Service. A signature on a sales agreement or electronic acceptance of a sales agreement is an agreement to initiate service and begin enrollment. You will be bound by all the provisions of the Agreement, as they may be amended from time to time upon advance notice to you. The prices and terms of this Agreement are subject to change as provided below. This Agreement is subject to the eligibility requirements of your local distribution company ("Utility") and Company may choose not to accept this Agreement for any reason. In addition, Company has the right to refuse or terminate Service, and recover costs, if any, of your usage exceeds the Usage Thresholds. The "Usage Thresholds" applicable to electricity are: (i) for residential and small commercial customers, peak demand greater than 25 kW over any 12-month period, and (ii) for all other customers: 1,000,000 kWh over any 12-month period. The "Usage Thresholds" applicable to natural gas are: (i) for residential and small commercial customers, usage exceeding 10,000 ccfs per month or 90,000 therms (or the equivalent Ccf or Mcf) over any 12-month period, and (ii) for all other customers: usage greater than 100,000 therms (or the equivalent Ccf or Mcf) over any 12-month period. If your consumption of Service is materially different than your historical usage ("Change in Usage"), Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

Please review the Agreement 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 as detailed in Section 18. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement.

1. PRICING: You hereby designate Company as your agent for the purpose of arranging, contracting for, and administering transmission and transportation services (including those provided by your Utility) for the delivery of Service. Your Utility will continue to deliver the Service to you. Your Utility will also respond to leaks and emergencies and provide other traditional utility services. Switching to Company will not impact your Service reliability.

If you have chosen natural gas Service, you hereby designate Company as your agent to: (i) arrange 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); (ii) nominate and schedule with the interstate pipelines the transportation of your natural gas from the Sales Points (defined herein) to your Utility's city gate station ("Delivery Points"), and with your Utility for the transportation of your natural gas from the Delivery Points to your premises; and (iii) 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. As your agent, Company will schedule the delivery of a quantity of natural gas at the Sales Points necessary to meet your city gate 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 from the Sales Points to the Delivery Points, and from the Delivery Points to your premises. You understand that Company's ability to provide Service is subject to Company meeting the Utility's requirements for operating in its territory, such as meeting any applicable pooling requirements. If Company does not meet the Utility's pooling requirement, Company will: (i) hold your enrollment until it meets the Utility's pooling requirement; or (ii) notify you that is unable to provide you with Service, resulting in the termination of this Agreement.

Company does not charge any fee for you to switch to receive the Service pursuant to this Agreement. Please note that some products have specific fees related to the product or plan you choose which are detailed in your Enrollment Documentation; these fees are not switching fees.

Except as otherwise provided in this Agreement or as required by law, all taxes of any kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are tax exempt, you must furnish Company an exemption certificate before your Service commences. The Service under this Agreement will be measured at the delivery point by your Utility providing the delivery service in accordance with the terms of the applicable tariff.

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's and the current month's Rate. If your Service charges are based on estimated usage, 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.

You understand that unless you have been offered a Rate in writing confirmed by the Company that expressly provides otherwise, there are no guaranteed savings and your Rate may be higher than the Utility's rate in any given month. Your

Rate includes transmission charges (if applicable). Your Rate 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 Service.

2. TERM: Company will begin supplying your Service when your Utility switches your account to Company. The initial term of this Agreement will begin on a date set by your Utility and continue for the length specified in your Enrollment Documentation ("Initial Term"). Your Initial 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 or another ESCO to Company, but there may be a delay before the Utility switches your Service 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. RATE PLAN: Please refer to your Enrollment Documentation, which are part of this Agreement, to determine which rate type plan applies to you.

Fixed Rate. If you have selected a fixed rate, you will pay a fixed rate for Service indicated in your Enrollment Documentation or Renewal Notice for the length of the Initial Term or Renewal Term ("Fixed Rate"), and may be modified due to a subsequent Change in Law as explained in Section 8.

Variable Rate. If you have selected a variable rate, the rate for Service for your first billing period is indicated in your Enrollment Documentation. Variable Rates may change on each monthly bill cycle and may be higher or lower each month based on business and market conditions ("Variable Rate"). 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 and balancing costs, projected average 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 regional transmission organization ("ISO") costs, capacity costs, transmission costs, line loss costs, Reliability Must Run ("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.

Your Variable Rate may change each billing cycle and there is no limit on how much your Variable Rate may change from one billing cycle to the next. Historical pricing is not indicative of present or future pricing. The Variable Rate may be lower or higher than the Fixed Rate, fixed rates offered by Company, the Utility's pricing or "price to compare", rates offered by other ESCOs, and wholesale market rates, and, furthermore, the Variable Rate may not fluctuate in relation to any of the aforementioned rates.

The Company may reference either a Fixed Rate or Variable Rate in this Agreement as "Rate".

4. RENEWAL: If you are on a Fixed Rate plan and Company elects to renew your Service, you will receive notice from Company between thirty (30) and sixty (60) days prior to the end of your Term ("Renewal Notice") regarding the terms of the renewal of this Agreement, and your right to renew, reject or renegotiate the Agreement. The Renewal Notice will contain information regarding a renewal product and if you do not affirmatively select a product offering, 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. 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. 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. Your first Term after signing a new agreement with Company will be deemed your "Initial Term." Any period after your Initial Term will be deemed the "Renewal Term". UNLESS YOU INFORM COMPANY IN WRITING OR BY TELEPHONE AS PROVIDED IN SECTION 18 THAT YOU DECLINE TO RENEW THIS AGREEMENT UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE, THIS AGREEMENT WILL RENEW UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE. YOUR RENEWAL TERM MAY NOT INCLUDE VALUE-ADDED PRODUCTS ASSOCIATED WITH YOUR INITIAL TERM.

5. EARLY TERMINATION OF CONTRACT: Customer-Initiated Termination: You may terminate this Agreement as described below. Upon cancellation of the agreement, the Company shall provide a cancellation number.

To terminate this Agreement you must: (i) notify Company as detailed in Section 18; or (ii) notify the Utility that you would like to return to default service from the Utility. To terminate Service, you do not need to contact both Company and your Utility, you may contact one or the other. During the Initial Term or any subsequent Renewal Term of this Agreement, if you contact Company to terminate, Company will promptly notify the Utility, and the termination will then be effective on a date set by your Utility; however, Company is not responsible for any delays in the termination process that are caused by acts or omissions of the Utility.

If you are receiving a month-to-month plan, you may terminate at any time and no termination fee will apply.

If you terminate during your Initial Term, the following early

termination fees apply: If you are a residential customer, you may terminate at any time; provided that, if you terminate after the Rescission Period and before the end of the Initial Term or any Fixed Rate Renewal Term, the applicable early termination fee in your Enrollment Documentation will apply. 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.

If you are a commercial customer, and terminate before the end of the Initial Term Fixed Rate Renewal Term, unless otherwise stated in your Enrollment Documentation, your early termination 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. Early termination fees may apply if you terminate due to a Change in Law, as discussed in Section 8.

Company-Initiated Termination: The Company may terminate this Agreement at any time, including for any non-payment as allowed by law, by providing you notice at least 15 calendar days in advance, or as required by law. Company may also terminate this Agreement due to a Change in Law that results in an increased cost to Company, or Company is prevented, prohibited, or frustrated from carrying out its intent under this Agreement. Company may also terminate this Agreement as a result of any act beyond Company's reasonable control, if Company is no longer able to serve you, due to a change in business direction, if there is a Change in Usage or your usage exceeds the Usage Thresholds, or if you provide false, inaccurate or misleading information to Company or to the Utility. If it is determined that your usage is greater than the Usage Thresholds, at Company's sole discretion it may require you to sign a new and different form of agreement before accepting you as a customer or continuing to provide Service.

Upon termination of this Agreement either by you or Company, you will return to receiving default service from the Utility unless and until you designate another ESCO or service is shut off by the Utility. The effective date of any termination will be on a date set by your Utility after expiration of the required notice period. Upon any termination, you will remain responsible for all payments and obligations under this Agreement, including any applicable early termination fee, until such effective date of termination. A Utility cannot terminate or interrupt the delivery of Service to you because of any dispute between Company and you, but a Utility may terminate such service for nonpayment of Utility charges in accordance with applicable law. Only the Utility may shut off your electric power or natural gas supply.

6. CUSTOMER RESCISSION: If you are a residential customer you may cancel this Agreement at any time before midnight of the third (3rd) business day following your receipt of this Terms of Service ("Rescission Period") by notifying Company as detailed in Section 18. The Agreement is not legally binding until the three-day confirmation period has expired and you have not, directly or indirectly, rescinded your selection.

7. INDEPENDENT SELLER: Company has received an eligibility letter from the New York Public Service Commission ("NY PSC") to offer and supply Service in New York. You understand that Company is not representing or acting on behalf of any Utility. You understand that you are not required to switch your Service to Company and may remain with your Utility on default service or your current ESCO. If you are enrolled in any Utility or government programs, including low-income programs, enrolling with Company may be prohibited or may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Company. You should contact your Utility for details on the availability and terms of default service.

8. CHANGE IN LAW: If, during the Initial Term or any Renewal Term, any change in, or enactment of, any federal, state, local, or utility legislation, regulatory actions, orders, rules, tariffs, regulations, operating procedure, policies, tariff, riders, fees, pricing structures, market structures, capacity charges, and changes in customer load profiles, ordinance, statute, or law beyond Company's reasonable control ("Change in Law") results in an increased cost to the Company or Company is prevented, prohibited, or frustrated from carrying out its intent under this Agreement, Company can terminate this Agreement with notice to you as required under applicable law.

In addition, any Change in Law or changing business needs may require Company to adjust the terms of this Agreement. If Company adjusts the Fixed Rate and/or other material terms, other than as provided for in Section 8, you will be provided an updated Agreement. If you are a residential customer, or small commercial customer enrolled through door-to-door you must provide your affirmative consent to the changes. If you do not provide affirmative consent or affirmatively terminate within that 30-day notice period, it will be deemed a termination of this Agreement by you. In such case, you will return to receiving default service from the Utility unless and until you designate another ESCO or service is shut off by the Utility. Please see Section 5 for further details regarding termination.

9. SEVERABILITY AND NON-WAIVER: If any portion of this Agreement is declared invalid or unenforceable by final order of a court or any regulatory body having jurisdiction, the remaining portions of this Agreement shall remain in effect and the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible. 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. The provisions of this Agreement concerning payment, limitation of liability and waivers will survive the termination or expiration of this Agreement.

10. BILLING AND PAYMENT: You will receive a single bill from your Utility that will contain Utility's charges and Company's charges. Company's charges reflected on your bill will be determined by multiplying your Rate by your usage and adding any additional taxes or fees as provided herein. The Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur the maximum late payment fee pursuant to law that will be applied in accordance with the Utility's or the Company's billing and payment policies and procedures. Company reserves the right to charge you a minimum usage fee ("MUF") if your usage is: (i) for electricity, less than 500 kWh monthly, or (ii) for natural gas, less than 500 therms/ccf or 50 MCF/MMBtu annually. Prior to charging the MUF or changing the MUF amount, Company will provide you with 30 days' notice. You may choose to terminate this Agreement without penalty within 30 days of the MUF notice by contacting Company directly and citing this provision of the Agreement.
If you have difficulty paying your bill you may be eligible for third party billing or deferred payments or budget billing through your Utility, or budget billing from Company; contact your Utility or Company for details about available programs. In order for Company you provide you with budget billing, you must execute a budget billing enrollment form and agreement with Company.

Company reserves the right to change billing methods. If Company change its billing methods, Company will send you advance written notice in your bills or in a separate mailing thirty (30) days before the effective date of any such change. If Company bills you for Service, any undisputed bill not paid in full by its due date will incur a late payment fee in accordance with Company's billing and payment policies and procedures. IF YOU FAIL TO PROMPTLY PAY UNDER THIS AGREEMENT AND COMPANY INCURS ADDITIONAL FEES AND CHARGES, INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS, IN CONNECTION WITH THE COLLECTION OF PAST-DUE CHARGES, YOU WILL BE LIABLE FOR ALL SUCH FEES AND COSTS. 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. You are responsible for paying and reimbursing Company for all applicable fees.

11. AUTHORIZATIONS: By entering into this Agreement, you authorize your Utility to release to Company your customer information may include, but is not limited to, account contact information, account number, standard offer service type, rate classification, meter number, billing history, payment history, budget billing status, public assistance status, historical and future electricity and/or natural gas usage or demand, meter readings (including, but not limited to, data from advanced meters, if any) and characteristics of your electric and/or natural gas service ("Customer Information"). Customer Information will be used and maintained to service your account under this Agreement and Company will maintain the confidentiality of Customer Information as required by applicable NY PSC regulations and Federal and State laws.

This Agreement provides authorization for 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 Company uses to provide services and rewards to you. Company reserves the right to share your Customer Information with any partner or agent, to the extent permitted by law, that needs to know such information in connection with your Service. To opt out of the release of information to unaffiliated third parties, contact Company as provided in Section 18. If you select such services or rewards from a third party, or elect to bundle or purchase a product apart from Company's Service, 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.

If you provide us with your email address, you are: (i) consenting, where permitted by applicable law, to receiving documents, notices and other communications from us in electronic form, and (ii) required to provide a correct, working email address and notify Company of any change in your email address or any withdrawal of consent for the electronic documents, notices and other communications.

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. If there is a deterioration in your credit rating or if there is an increase in your usage, to continue receiving Service with Company, you may be required to promptly provide cash escrow or deposit, establish an ACH debit relationship with Company, or provide other reasonable assurances to Company to establish your credit worthiness. If a deposit is required, before any deposit is taken, you will be provided notice as to all terms and conditions on such deposit and the amount and the rate of interest paid on the deposit.

If Company bills you and you fail to make payment in a timely fashion, Company has the right to use the services of debt collection agencies, consumer reporting agencies, and other

remedies allowed by law and you will be liable for any associated costs. If you fail to make timely payment, you authorize Company to report the delinquency to one or more credit-reporting agencies.

You agree that by accepting this Agreement and providing your phone number (which may include your wireless number) to Company or its agents or affiliates, Company and its agents or affiliates 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.

All authorizations provided in this shall remain in effect as long as this Agreement (including any Renewal Term) is in effect. You may rescind these authorizations at any time by calling, emailing, or providing written notice to Company as provided in Section 18. Company reserves the right to reject your enrollment or terminate the Agreement if you rescind these authorizations.

12. TITLE; RISK OF LOSS: You and Company agree that title to, control of, and risk of loss of the Service supplied under this Agreement will transfer from Company to you: (i) for electricity, at a point or points on the New York ISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Company to assure service reliability, or (ii) for natural gas, at a point or points located outside of the State of New York selected from time to time by Company to assure service reliability (together "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 pay such tax, as invoiced

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 electricity and/or natural gas 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 electricity and/or natural gas supplies allocated for you, and (ii) as between Company and you, Company will be deemed in exclusive control of the electricity and/or natural gas, and responsible for any damage, injury, charges, transportation fees, costs or losses until the electricity and/or natural gas 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 electricity and/or natural gas and the price of electricity and/or natural gas under this Agreement.

13. ASSIGNMENT: Company may sell, assign, subcontract, transfer, pledge, or delegate your account and all or any part of the rights and/or obligations under this Agreement, including your payment obligations and related revenues to another ESCO or as otherwise allowed by law. You may not assign any of your rights or obligations under the Agreement without Company's prior written consent.

14. NON-RELIANCE: You acknowledge that: (i) you are not relying on any advice, statements, recommendations or representations of Company, other than the written representations in this Agreement; (ii) you understand the risks of entering into this Agreement, including the risk that 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.

15. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT: The Services provided by Company to you are governed by the terms and conditions of this Agreement 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 18. 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.

This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, a state public utility commission. Such agencies can, if the law allows, seek relief against us on your behalf. Regardless of whether you choose to pursue your dispute with the NY PSC, your right to pursue individual arbitration with Company will not be impacted under this Agreement.

"Disputes" are any claims or controversies between you and the Company related in any way to or arising from Company's Services, this Agreement, or any related agreements, including but not limited to, billing, services and practices, pricing, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your Services with Company have terminated. Disputes include any claims that: (i) you bring against 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 Company's Services, this Agreement or any related agreements; or (iii) that 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.

Subject to the Dispute Notice requirement set forth below, You and Company both agree to resolve any and all Disputes only by arbitration or in small claims court (for qualifying claims), subject to specific exceptions listed herein. The parties expressly agree that they are waiving their right to sue in a court of general jurisdiction and that arbitration or small claims court actions are the parties' sole remedies to resolve Disputes. In the event that a claim involving a Dispute does not qualify for small claims court, the parties' sole remedy to resolve the Dispute shall be arbitration in accordance with this Agreement. There is no judge or jury in arbitration, the procedures may be different, and an award in arbitration is subject to very limited review by a court.

Prior to initiating arbitration or a small claims court action, a party must first send to the other, by certified mail, a written notice of dispute ("Dispute Notice"). The Dispute Notice to the Company should be addressed to the notice address listed in Section 18. The Dispute Notice must (i) describe the nature and basis of the claim or Dispute; and (ii) set forth the specific relief sought ("Demand"). The parties will use their best efforts to resolve the Dispute. If Company and you do not reach an agreement to resolve the claim within thirty (30) days after the Dispute Notice is received, you or Company may commence an arbitration or small claims court action.

This Dispute Resolution and Arbitration Agreement is intended to be broadly interpreted. It includes, but is not limited to:

- any and all Disputes, including claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory;
- claims that arose before this or any prior Agreement or contract;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of your Agreement or contract.

WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION: YOU AGREE THAT, BY ENTERING INTO YOUR AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION, AND THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT. NEITHER YOU NOR COMPANY WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND COMPANY AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OF CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR THE COMPANY.

This Dispute Resolution and Arbitration Agreement shall survive termination of your Agreement.

Any arbitration commenced under this Agreement shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. You can elect from one of the following locations for your arbitration hearing: New York City, Albany, or Buffalo New York.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL**. Further, unless both you and Company agree otherwise, 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 this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, (I) VENUE FOR ANY PERMITTED SMALL CLAIMS COURT ACTION OR OTHER 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.

16. LIMITATION OF LIABILITY; WARRANTY; JURY TRIAL WAIVER: YOU AGREE THAT NEITHER COMPANY NOR ANY OF ITS AFFILIATES, CONTRACTORS, OR SUBCONTRACTORS WILL BE LIABLE FOR ANY DAMAGES OR CLAIMS FOR MATTERS WITHIN THE CONTROL OF THE UTILITY, NATURAL GAS PIPELINES OR THE ISO-CONTROLLED ELECTRICITY GRID, INCLUDING MAINTENANCE OF ELECTRIC LINES AND SYSTEMS, NATURAL GAS PIPELINE MAINTENANCE, SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETERIORATION OF SERVICES, METER READINGS, OR INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE DELIVERY OR SUPPLY OF ELECTRICITY OR NATURAL GAS.

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.

NEITHER COMPANY NOR ANY OF ITS AFFILIATES,

CONTRACTORS, OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR ANY FAILURE TO COMMENCE OR TERMINATE POWER OR ENERGY SERVICE ON THE DATE SPECIFIED HEREIN BECAUSE OF ANY FAILURE OR DELAY IN ENROLLING YOU WITH THE UTILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON STATUTE, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM ANY BREACH OR NONPERFORMANCE.

COMPANY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

17. 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") and may terminate this Agreement. Force Majeure Events include but are not limited to damages caused by acts of God, acts of terrorism, sabotage, accidents, strikes, labor troubles, pandemics, maintenance work, inability to access the Utility's system, 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, ISO; or any cause beyond Company's reasonable control.

18. CONTACT INFORMATION: Please use the following information to contact Company with any questions about this Agreement or Company charges on your invoice, to provide all notices under this Agreement, or to resolve any disputes regarding this Agreement.

Name: [Brand_Name]
Address: [Brand_Address]
Phone Number: [Brand_Contact_Phone]
Email Address: [Brand_Contact_Email]
Internet Address: [Brand_Website]

UTILITY: For emergencies relating to your services, such as a power outage or gas leak, or for information about universal service programs, please contact your Utility:

Name: [Utility_Name]
Phone Number: [Utility Phone]

You can also call your local emergency personnel at 911 if the emergency warrants.

For non-emergency matters, including bill payment assistance and weatherization service, please call your Utility at the following number:

Name: [Utility_Name]
Phone Number: [Utility Phone]

New York Public Service Commission:

Internet:	dps.ny.gov
Address:	Empire State Plaza Agency Building 3 Albany, NY 12223-1350
Phone:	(800) 342-3377
ESCO Hotline	1-888-697-7728

19. NET METERING: If you have or participate in eligible renewable electrical generating facilities to supply all or part of your electricity usage and such facilities are or will be net metered by your Utility, you must notify Company in advance so Company can determine your eligibility and properly serve you**.**

If you use net metering, or if there is a change, or an anticipated or planned change, in the consumption of Services that is materially different than your historical usage, depending on your eligibility and applicable requirements Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

20. ENVIRONMENTAL DISCLOSURE: You understand that an Information Disclosure Label (the "Label") is available on Company's website, and that you have been provided with access to the Label prior to your initiation of Service. You agree that Company will make any required updates to the Label electronically on its website unless otherwise directed by law, regulation or the NY PSC. This Agreement incorporates the information that may be provided to you or made available to you at Company's website, as indicated in Section 18, regarding the approximate generation resource mix and environmental characteristics of electricity supply. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request.

21. RENEWABLE ENERGY:

Renewable Energy Product: If you have elected to purchase a renewable energy plan it will be matched by at least 50% renewable energy from sources eligible under New York law – such as solar, hydroelectric, geothermal, fuel cells, tidal/wave/ocean, and wind, or through alternative compliance payments (ACP). Renewable energy certificates (RECs) represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. The renewable mix provided under this Agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year, but will not exceed 100%. We may meet our requirements under this Agreement: (1) by purchasing RECs from eligible renewable generators through the New York State Generation Attribute Tracking System (NYGATS); (2) by purchasing Tier 1 RECs from New York State Energy Research and Development Authority (NYSERDA).; (3) by procuring RECs from eligible renewable generators through bilateral contracts; (4) by entering into

bundled energy and REC purchase agreements with eligible renewable generators; (5) by making ACP to NYSERDA, or (6) by any other method later authorized under New York law or NYPSC order.

22. WARRANTIES: You represent and warrant to that each of the following is true and accurate:

1. You are at least 18 years old and fully authorized to enter into this Agreement.
2. You are 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
3. You are either a residential customer (i.e., a person who receives electric and/or natural gas service under a residential rate classification) or small commercial customer (i.e., a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service or natural gas under a small commercial, small industrial or small business rate classification, and whose Usage is within the Usage Thresholds);
4. You are duly qualified to transact business in the State of New York;
5. The person who made the enrollment authorization is either you or your duly authorized representative who has the power to make valid and binding decisions on your behalf regarding your purchase of electric generation services and natural gas supply service.
6. You have received a copy of the Agreement read it and understand its contents.

23. MISCELLANEOUS: 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.

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer

ESCO Consumer 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 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. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am - 4:00 pm); by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at http://www.dps.ny.gov.

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

Fixed - 5% Trailing Average

NYG&E
New York Gas & Electric

NYG&E Energy Disclosure Statement

Joe Customer, 1100 Anywhere, Athens, NY 12015, 00012345

Price	$.0XXX per unit
Price Structure	You selected a Fixed Rate. Your Fixed Rate represents a price no greater than trailing the 12-month average Utility supply rate plus a premium of no more than 5%.
Contract Term/Length	Your Initial Term will be XX monthly billing cycles once the utility switches your account to NYG&E.
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 NYG&E at 888-947-7899.
Early Termination Fees	Your early termination fee is $XX. The early termination fee will be no greater than $100 if the remaining term is less than 12 months and $200 if the remaining term is 12 months or more.
Late Fees/Account Management 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	Prior to the end of your Initial Term, you will receive a notice regarding your future product options. If NYG&E elects to renew your Agreement, unless otherwise agreed to upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly Variable Rate product that guarantees savings in relation to what the customer would have paid as a full-service customer of the Utility with no change to the remaining terms. At least 30 days and no more than 60 days prior to the renewal date, Company will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement. Company must receive your express consent to accept a new offer. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial Term.
Statement Regarding Savings	You understand that a Fixed Rate does not provide guaranteed savings. Unless otherwise agreed to, if NYG&E elects to renew your Agreement upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly Variable Rate product that guarantees savings in relation to what the customer would have paid as a full-service customer of the Utility with no change to the remaining terms.

Fixed - 5% Trailing Average

New York Residential and Small Commercial Terms of Service

[Brand_Legal_Entity] ("Company") is an energy services company ("ESCO") in New York (ESCO Code [Brand ESCO Code]) and agrees to sell, and you agree to buy, your full requirements for electric supply service and/or natural gas supply service ("Service") at the price(s) provided in your rate plan, disclosure statement, recorded verification or welcome package ("Enrollment Documentation") and pursuant to the terms and conditions specified in this contract, the purpose of which is to authorize a change in your Service to Company (the "Agreement"). This Agreement governs your Service at the account number and street address that you have specified in your Enrollment Documentation and that Company has agreed to serve and supersedes any oral or written statements and all prior and contemporaneous negotiations made in connection with this Agreement or the supply of your Service. A signature on a sales agreement or electronic acceptance of a sales agreement is an agreement to initiate service and begin enrollment. You will be bound by all the provisions of the Agreement, as they may be amended from time to time upon advance notice to you. The prices and terms of this Agreement are subject to change as provided below. This Agreement is subject to the eligibility requirements of your local distribution company ("Utility") and Company may choose not to accept this Agreement for any reason. In addition, Company has the right to refuse or terminate Service, and recover costs, if any, of your usage exceeds the Usage Thresholds. The "Usage Thresholds" applicable to electricity are: (i) for residential and small commercial customers, peak demand greater than 25 kW over any 12-month period, and (ii) for all other customers: 1,000,000 kWh over any 12-month period. The "Usage Thresholds" applicable to natural gas are: (i) for residential and small commercial customers, usage exceeding 10,000 ccfs per month or 90,000 therms (or the equivalent Ccf or Mcf) over any 12-month period, and (ii) for all other customers: usage greater than 100,000 therms (or the equivalent Ccf or Mcf) over any 12-month period. If your consumption of Service is materially different than your historical usage ("Change in Usage"), Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

Please review the Agreement 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 as detailed in Section 18. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement.

1. PRICING: You hereby designate Company as your agent for the purpose of arranging, contracting for, and administering transmission and transportation services (including those provided by your Utility) for the delivery of Service. Your Utility will continue to deliver the Service to you. Your Utility will also respond to leaks and emergencies and provide other traditional utility services. Switching to Company will not impact your Service reliability.

If you have chosen natural gas Service, you hereby designate Company as your agent to: (i) arrange 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); (ii) nominate and schedule with the interstate pipelines the transportation of your natural gas from the Sales Points (defined herein) to your Utility's city gate station ("Delivery Points"), and with your Utility for the transportation of your natural gas from the Delivery Points to your premises; and (iii) 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. As your agent, Company will schedule the delivery of a quantity of natural gas at the Sales Points necessary to meet your city gate 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 from the Sales Points to the Delivery Points, and from the Delivery Points to your premises. You understand that Company's ability to provide Service is subject to Company meeting the Utility's requirements for operating in its territory, such as meeting any applicable pooling requirements. If Company does not meet the Utility's pooling requirement, Company will: (i) hold your enrollment until it meets the Utility's pooling requirement; or (ii) notify you that is unable to provide you with Service, resulting in the termination of this Agreement.

Company does not charge any fee for you to switch to receive the Service pursuant to this Agreement. Please note that some products have specific fees related to the product or plan you choose which are detailed in your Enrollment Documentation; these fees are not switching fees.

Except as otherwise provided in this Agreement or as required by law, all taxes of any kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are tax exempt, you must furnish Company an exemption certificate before your Service commences. The Service under this Agreement will be measured at the delivery point by your Utility providing the delivery service in accordance with the terms of the applicable tariff.

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's and the current month's Rate. If your Service charges are based on estimated usage, 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.

You understand that unless you have been offered a Rate in writing confirmed by the Company that expressly provides otherwise, there are no guaranteed savings and your Rate may be higher than the Utility's rate in any given month. Your

Rate includes transmission charges (if applicable). Your Rate 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 Service.

2. TERM: Company will begin supplying your Service when your Utility switches your account to Company. The initial term of this Agreement will begin on a date set by your Utility and continue for the length specified in your Enrollment Documentation ("Initial Term"). Your Initial 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 or another ESCO to Company, but there may be a delay before the Utility switches your Service 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. RATE PLAN: Please refer to your Enrollment Documentation, which are part of this Agreement, to determine which rate type plan applies to you.

Fixed Rate. If you have selected a fixed rate, you will pay a fixed rate for Service indicated in your Enrollment Documentation or Renewal Notice for the length of the Initial Term or Renewal Term ("Fixed Rate"), and may be modified due to a subsequent Change in Law as explained in Section 8.

Variable Rate. If you have selected a variable rate, the rate for Service for your first billing period is indicated in your Enrollment Documentation. Variable Rates may change on each monthly bill cycle and may be higher or lower each month based on business and market conditions ("Variable Rate"). 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 and balancing costs, projected average 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 regional transmission organization ("ISO") costs, capacity costs, transmission costs, line loss costs, Reliability Must Run ("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.

Your Variable Rate may change each billing cycle and there is no limit on how much your Variable Rate may change from one billing cycle to the next. Historical pricing is not indicative of present or future pricing. The Variable Rate may be lower or higher than the Fixed Rate, fixed rates offered by Company, the Utility's pricing or "price to compare", rates offered by other ESCOs, and wholesale market rates, and, furthermore, the Variable Rate may not fluctuate in relation to any of the aforementioned rates.

The Company may reference either a Fixed Rate or Variable Rate in this Agreement as "Rate".

4. RENEWAL: If you are on a Fixed Rate plan and Company elects to renew your Service, you will receive notice from Company between thirty (30) and sixty (60) days prior to the end of your Term ("Renewal Notice") regarding the terms of the renewal of this Agreement, and your right to renew, reject or renegotiate the Agreement. The Renewal Notice will contain information regarding a renewal product and if you do not affirmatively select a product offering, 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. 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. 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. Your first Term after signing a new agreement with Company will be deemed your "Initial Term." Any period after your Initial Term will be deemed the "Renewal Term". UNLESS YOU INFORM COMPANY IN WRITING OR BY TELEPHONE AS PROVIDED IN SECTION 18 THAT YOU DECLINE TO RENEW THIS AGREEMENT UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE, THIS AGREEMENT WILL RENEW UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE. YOUR RENEWAL TERM MAY NOT INCLUDE VALUE-ADDED PRODUCTS ASSOCIATED WITH YOUR INITIAL TERM.

5. EARLY TERMINATION OF CONTRACT: Customer-Initiated Termination: You may terminate this Agreement as described below. Upon cancellation of the agreement, the Company shall provide a cancellation number.

To terminate this Agreement you must: (i) notify Company as detailed in Section 18; or (ii) notify the Utility that you would like to return to default service from the Utility. To terminate Service, you do not need to contact both Company and your Utility, you may contact one or the other. During the Initial Term or any subsequent Renewal Term of this Agreement, if you contact Company to terminate, Company will promptly notify the Utility, and the termination will then be effective on a date set by your Utility; however, Company is not responsible for any delays in the termination process that are caused by acts or omissions of the Utility.

If you are receiving a month-to-month plan, you may terminate at any time and no termination fee will apply.

If you terminate during your Initial Term, the following early

termination fees apply: If you are a residential customer, you may terminate at any time; provided that, if you terminate after the Rescission Period and before the end of the Initial Term or any Fixed Rate Renewal Term, the applicable early termination fee in your Enrollment Documentation will apply. 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.

If you are a commercial customer, and terminate before the end of the Initial Term Fixed Rate Renewal Term, unless otherwise stated in your Enrollment Documentation, your early termination 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. Early termination fees may apply if you terminate due to a Change in Law, as discussed in Section 8.

Company-Initiated Termination: The Company may terminate this Agreement at any time, including for any non-payment as allowed by law, by providing you notice at least 15 calendar days in advance, or as required by law. Company may also terminate this Agreement due to a Change in Law that results in an increased cost to Company, or Company is prevented, prohibited, or frustrated from carrying out its intent under this Agreement. Company may also terminate this Agreement as a result of any act beyond Company's reasonable control, if Company is no longer able to serve you, due to a change in business direction, if there is a Change in Usage or your usage exceeds the Usage Thresholds, or if you provide false, inaccurate or misleading information to Company or to the Utility. If it is determined that your usage is greater than the Usage Thresholds, at Company's sole discretion it may require you to sign a new and different form of agreement before accepting you as a customer or continuing to provide Service.

Upon termination of this Agreement either by you or Company, you will return to receiving default service from the Utility unless and until you designate another ESCO or service is shut off by the Utility. The effective date of any termination will be on a date set by your Utility after expiration of the required notice period. Upon any termination, you will remain responsible for all payments and obligations under this Agreement, including any applicable early termination fee, until such effective date of termination. A Utility cannot terminate or interrupt the delivery of Service to you because of any dispute between Company and you, but a Utility may terminate such service for nonpayment of Utility charges in accordance with applicable law. Only the Utility may shut off your electric power or natural gas supply.

6. CUSTOMER RESCISSION: If you are a residential customer you may cancel this Agreement at any time before midnight of the third (3rd) business day following your receipt of this Terms of Service ("Rescission Period") by notifying Company as detailed in Section 18. The Agreement is not legally binding until the three-day confirmation period has expired and you have not, directly or indirectly, rescinded your selection.

7. INDEPENDENT SELLER: Company has received an eligibility letter from the New York Public Service Commission ("NY PSC") to offer and supply Service in New York. You understand that Company is not representing or acting on behalf of any Utility. You understand that you are not required to switch your Service to Company and may remain with your Utility on default service or your current ESCO. If you are enrolled in any Utility or government programs, including low-income programs, enrolling with Company may be prohibited or may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Company. You should contact your Utility for details on the availability and terms of default service.

8. CHANGE IN LAW: If, during the Initial Term or any Renewal Term, any change in, or enactment of, any federal, state, local, or utility legislation, regulatory actions, orders, rules, tariffs, regulations, operating procedure, policies, tariff, riders, fees, pricing structures, market structures, capacity charges, and changes in customer load profiles, ordinance, statute, or law beyond Company's reasonable control ("Change in Law") results in an increased cost to the Company or Company is prevented, prohibited, or frustrated from carrying out its intent under this Agreement, Company can terminate this Agreement with notice to you as required under applicable law.

In addition, any Change in Law or changing business needs may require Company to adjust the terms of this Agreement. If Company adjusts the Fixed Rate and/or other material terms, other than as provided for in Section 8, you will be provided an updated Agreement. If you are a residential customer, or small commercial customer enrolled through door-to-door you must provide your affirmative consent to the changes. If you do not provide affirmative consent or affirmatively terminate within that 30-day notice period, it will be deemed a termination of this Agreement by you. In such case, you will return to receiving default service from the Utility unless and until you designate another ESCO or service is shut off by the Utility. Please see Section 5 for further details regarding termination.

9. SEVERABILITY AND NON-WAIVER: If any portion of this Agreement is declared invalid or unenforceable by final order of a court or any regulatory body having jurisdiction, the remaining portions of this Agreement shall remain in effect and the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible. 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. The provisions of this Agreement concerning payment, limitation of liability and waivers will survive the termination or expiration of this Agreement.

10. BILLING AND PAYMENT: You will receive a single bill from your Utility that will contain Utility's charges and Company's charges. Company's charges reflected on your bill will be determined by multiplying your Rate by your usage and adding any additional taxes or fees as provided herein. The Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur the maximum late payment fee pursuant to law that will be applied in accordance with the Utility's or the Company's billing and payment policies and procedures. Company reserves the right to charge you a minimum usage fee ("MUF") if your usage is: (i) for electricity, less than 500 kWh monthly, or (ii) for natural gas, less than 500 therms/ccf or 50 MCF/MMBtu annually. Prior to charging the MUF or changing the MUF amount, Company will provide you with 30 days' notice. You may choose to terminate this Agreement without penalty within 30 days of the MUF notice by contacting Company directly and citing this provision of the Agreement.
If you have difficulty paying your bill you may be eligible for third party billing or deferred payments or budget billing through your Utility, or budget billing from Company; contact your Utility or Company for details about available programs. In order for Company you provide you with budget billing, you must execute a budget billing enrollment form and agreement with Company.

Company reserves the right to change billing methods. If Company change its billing methods, Company will send you advance written notice in your bills or in a separate mailing thirty (30) days before the effective date of any such change. If Company bills you for Service, any undisputed bill not paid in full by its due date will incur a late payment fee in accordance with Company's billing and payment policies and procedures. IF YOU FAIL TO PROMPTLY PAY UNDER THIS AGREEMENT AND COMPANY INCURS ADDITIONAL FEES AND CHARGES, INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS, IN CONNECTION WITH THE COLLECTION OF PAST-DUE CHARGES, YOU WILL BE LIABLE FOR ALL SUCH FEES AND COSTS. 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. You are responsible for paying and reimbursing Company for all applicable fees.

11. AUTHORIZATIONS: By entering into this Agreement, you authorize your Utility to release to Company your customer information may include, but is not limited to, account contact information, account number, standard offer service type, rate classification, meter number, billing history, payment history, budget billing status, public assistance status, historical and future electricity and/or natural gas usage or demand, meter readings (including, but not limited to, data from advanced meters, if any) and characteristics of your electric and/or natural gas service ("Customer Information"). Customer Information will be used and maintained to service your account under this Agreement and Company will maintain the confidentiality of Customer Information as required by applicable NY PSC regulations and Federal and State laws.

This Agreement provides authorization for 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 Company uses to provide services and rewards to you. Company reserves the right to share your Customer Information with any partner or agent, to the extent permitted by law, that needs to know such information in connection with your Service. To opt out of the release of information to unaffiliated third parties, contact Company as provided in Section 18. If you select such services or rewards from a third party, or elect to bundle or purchase a product apart from Company's Service, 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.

If you provide us with your email address, you are: (i) consenting, where permitted by applicable law, to receiving documents, notices and other communications from us in electronic form, and (ii) required to provide a correct, working email address and notify Company of any change in your email address or any withdrawal of consent for the electronic documents, notices and other communications.

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. If there is a deterioration in your credit rating or if there is an increase in your usage, to continue receiving Service with Company, you may be required to promptly provide cash escrow or deposit, establish an ACH debit relationship with Company, or provide other reasonable assurances to Company to establish your credit worthiness. If a deposit is required, before any deposit is taken, you will be provided notice as to all terms and conditions on such deposit and the amount and the rate of interest paid on the deposit.

If Company bills you and you fail to make payment in a timely fashion, Company has the right to use the services of debt collection agencies, consumer reporting agencies, and other

remedies allowed by law and you will be liable for any associated costs. If you fail to make timely payment, you authorize Company to report the delinquency to one or more credit-reporting agencies.

You agree that by accepting this Agreement and providing your phone number (which may include your wireless number) to Company or its agents or affiliates, Company and its agents or affiliates 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.

All authorizations provided in this shall remain in effect as long as this Agreement (including any Renewal Term) is in effect. You may rescind these authorizations at any time by calling, emailing, or providing written notice to Company as provided in Section 18. Company reserves the right to reject your enrollment or terminate the Agreement if you rescind these authorizations.

12. TITLE; RISK OF LOSS: You and Company agree that title to, control of, and risk of loss of the Service supplied under this Agreement will transfer from Company to you: (i) for electricity, at a point or points on the New York ISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Company to assure service reliability, or (ii) for natural gas, at a point or points located outside of the State of New York selected from time to time by Company to assure service reliability (together "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 pay such tax, as invoiced

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 electricity and/or natural gas 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 electricity and/or natural gas supplies allocated for you, and (ii) as between Company and you, Company will be deemed in exclusive control of the electricity and/or natural gas, and responsible for any damage, injury, charges, transportation fees, costs or losses until the electricity and/or natural gas 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 electricity and/or natural gas and the price of electricity and/or natural gas under this Agreement.

13. ASSIGNMENT: Company may sell, assign, subcontract, transfer, pledge, or delegate your account and all or any part of the rights and/or obligations under this Agreement, including your payment obligations and related revenues to another ESCO or as otherwise allowed by law. You may not assign any of your rights or obligations under the Agreement without Company's prior written consent.

14. NON-RELIANCE: You acknowledge that: (i) you are not relying on any advice, statements, recommendations or representations of Company, other than the written representations in this Agreement; (ii) you understand the risks of entering into this Agreement, including the risk that 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.

15. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT: The Services provided by Company to you are governed by the terms and conditions of this Agreement 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 18. 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.

This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, a state public utility commission. Such agencies can, if the law allows, seek relief against us on your behalf. Regardless of whether you choose to pursue your dispute with the NY PSC, your right to pursue individual arbitration with Company will not be impacted under this Agreement.

"Disputes" are any claims or controversies between you and the Company related in any way to or arising from Company's Services, this Agreement, or any related agreements, including but not limited to, billing, services and practices, pricing, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your Services with Company have terminated. Disputes include any claims that: (i) you bring against 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 Company's Services, this Agreement or any related agreements; or (iii) that 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.

Subject to the Dispute Notice requirement set forth below, You and Company both agree to resolve any and all Disputes only by arbitration or in small claims court (for qualifying claims), subject to specific exceptions listed herein. The parties expressly agree that they are waiving their right to sue in a court of general jurisdiction and that arbitration or small claims court actions are the parties' sole remedies to resolve Disputes. In the event that a claim involving a Dispute does not qualify for small claims court, the parties' sole remedy to resolve the Dispute shall be arbitration in accordance with this Agreement. There is no judge or jury in arbitration, the procedures may be different, and an award in arbitration is subject to very limited review by a court.

Prior to initiating arbitration or a small claims court action, a party must first send to the other, by certified mail, a written notice of dispute ("Dispute Notice"). The Dispute Notice to the Company should be addressed to the notice address listed in Section 18. The Dispute Notice must (i) describe the nature and basis of the claim or Dispute; and (ii) set forth the specific relief sought ("Demand"). The parties will use their best efforts to resolve the Dispute. If Company and you do not reach an agreement to resolve the claim within thirty (30) days after the Dispute Notice is received, you or Company may commence an arbitration or small claims court action.

This Dispute Resolution and Arbitration Agreement is intended to be broadly interpreted. It includes, but is not limited to:

- any and all Disputes, including claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory;
- claims that arose before this or any prior Agreement or contract;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of your Agreement or contract.

WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION: YOU AGREE THAT, BY ENTERING INTO YOUR AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION, AND THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT. NEITHER YOU NOR COMPANY WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND COMPANY AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OF CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR THE COMPANY.

This Dispute Resolution and Arbitration Agreement shall survive termination of your Agreement.

Any arbitration commenced under this Agreement shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. You can elect from one of the following locations for your arbitration hearing: New York City, Albany, or Buffalo New York.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL**. Further, unless both you and Company agree otherwise, 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 this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, (I) VENUE FOR ANY PERMITTED SMALL CLAIMS COURT ACTION OR OTHER 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.

16. LIMITATION OF LIABILITY; WARRANTY; JURY TRIAL WAIVER: YOU AGREE THAT NEITHER COMPANY NOR ANY OF ITS AFFILIATES, CONTRACTORS, OR SUBCONTRACTORS WILL BE LIABLE FOR ANY DAMAGES OR CLAIMS FOR MATTERS WITHIN THE CONTROL OF THE UTILITY, NATURAL GAS PIPELINES OR THE ISO-CONTROLLED ELECTRICITY GRID, INCLUDING MAINTENANCE OF ELECTRIC LINES AND SYSTEMS, NATURAL GAS PIPELINE MAINTENANCE, SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETERIORATION OF SERVICES, METER READINGS, OR INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE DELIVERY OR SUPPLY OF ELECTRICITY OR NATURAL GAS.

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.

NEITHER COMPANY NOR ANY OF ITS AFFILIATES,

CONTRACTORS, OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR ANY FAILURE TO COMMENCE OR TERMINATE POWER OR ENERGY SERVICE ON THE DATE SPECIFIED HEREIN BECAUSE OF ANY FAILURE OR DELAY IN ENROLLING YOU WITH THE UTILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON STATUTE, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM ANY BREACH OR NONPERFORMANCE.

COMPANY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

17. 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") and may terminate this Agreement. Force Majeure Events include but are not limited to damages caused by acts of God, acts of terrorism, sabotage, accidents, strikes, labor troubles, pandemics, maintenance work, inability to access the Utility's system, 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, ISO; or any cause beyond Company's reasonable control.

18. CONTACT INFORMATION: Please use the following information to contact Company with any questions about this Agreement or Company charges on your invoice, to provide all notices under this Agreement, or to resolve any disputes regarding this Agreement.

Name: [Brand_Name]
Address: [Brand_Address]
Phone Number: [Brand_Contact_Phone]
Email Address: [Brand_Contact_Email]
Internet Address: [Brand_Website]

UTILITY: For emergencies relating to your services, such as a power outage or gas leak, or for information about universal service programs, please contact your Utility:

Name: [Utility_Name]
Phone Number: [Utility Phone]

You can also call your local emergency personnel at 911 if the emergency warrants.

For non-emergency matters, including bill payment assistance and weatherization service, please call your Utility at the following number:

Name: [Utility_Name]
Phone Number: [Utility Phone]

New York Public Service Commission:

Internet: dps.ny.gov
Address: Empire State Plaza
Agency Building 3
Albany, NY 12223-1350
Phone: (800) 342-3377
ESCO Hotline 1-888-697-7728

19. NET METERING: If you have or participate in eligible renewable electrical generating facilities to supply all or part of your electricity usage and such facilities are or will be net metered by your Utility, you must notify Company in advance so Company can determine your eligibility and properly serve you**.**

If you use net metering, or if there is a change, or an anticipated or planned change, in the consumption of Services that is materially different than your historical usage, depending on your eligibility and applicable requirements Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

20. ENVIRONMENTAL DISCLOSURE: You understand that an Information Disclosure Label (the "Label") is available on Company's website, and that you have been provided with access to the Label prior to your initiation of Service. You agree that Company will make any required updates to the Label electronically on its website unless otherwise directed by law, regulation or the NY PSC. This Agreement incorporates the information that may be provided to you or made available to you at Company's website, as indicated in Section 18, regarding the approximate generation resource mix and environmental characteristics of electricity supply. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request.

21. RENEWABLE ENERGY:

Renewable Energy Product: If you have elected to purchase a renewable energy plan it will be matched by at least 50% renewable energy from sources eligible under New York law – such as solar, hydroelectric, geothermal, fuel cells, tidal/wave/ocean, and wind, or through alternative compliance payments (ACP). Renewable energy certificates (RECs) represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. The renewable mix provided under this Agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year, but will not exceed 100%. We may meet our requirements under this Agreement: (1) by purchasing RECs from eligible renewable generators through the New York State Generation Attribute Tracking System (NYGATS); (2) by purchasing Tier 1 RECs from New York State Energy Research and Development Authority (NYSERDA).; (3) by procuring RECs from eligible renewable generators through bilateral contracts; (4) by entering into

bundled energy and REC purchase agreements with eligible renewable generators; (5) by making ACP to NYSERDA, or (6) by any other method later authorized under New York law or NYPSC order.

22. WARRANTIES: You represent and warrant to that each of the following is true and accurate:

1. You are at least 18 years old and fully authorized to enter into this Agreement.
2. You are 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
3. You are either a residential customer (i.e., a person who receives electric and/or natural gas service under a residential rate classification) or small commercial customer (i.e., a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service or natural gas under a small commercial, small industrial or small business rate classification, and whose Usage is within the Usage Thresholds);
4. You are duly qualified to transact business in the State of New York;
5. The person who made the enrollment authorization is either you or your duly authorized representative who has the power to make valid and binding decisions on your behalf regarding your purchase of electric generation services and natural gas supply service.
6. You have received a copy of the Agreement read it and understand its contents.

23. MISCELLANEOUS: 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.

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer

ESCO Consumer 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 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. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am - 4:00 pm); by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at http://www.dps.ny.gov.

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

Renewable Energy Product - Fixed Rate

NYG&E
New York Gas & Electric

NYG&E Energy Disclosure Statement

Joe Customer, 1100 Anywhere, Athens, NY 12015, 00012345

Price	$.0XXX per unit
Price Structure	You selected a Fixed Rate. This product is matched by at least 50% renewable energy from sources eligible under New York law – such as solar, hydroelectric, geothermal, fuel cells, tidal/wave/ocean, and wind, or through alternative compliance payments (ACP). Renewable energy certificates (RECs) represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. The renewable mix provided under this Agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year, but will not exceed 100%. We may meet our requirements under this Agreement: (1) by purchasing RECs from eligible renewable generators through the New York State Generation Attribute Tracking System (NYGATS); (2) by purchasing Tier 1 RECs from New York State Energy Research and Development Authority (NYSERDA).; (3) by procuring RECs from eligible renewable generators through bilateral contracts; (4) by entering into bundled energy and REC purchase agreements with eligible renewable generators; (5) by making ACP to NYSERDA, or (6) by any other method later authorized under New York law or NYPSC order.
Contract Term/Length	Your Initial Term will be XX monthly billing cycles once the utility switches your account to NYG&E.
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 NYG&E at 888-947-7899.
Early Termination Fees	Your early termination fee is $XX. The early termination fee will be no greater than $100 if the remaining term is less than 12 months and $200 if the remaining term is 12 months or more.
Late Fees/Account Management 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	Prior to the end of your Initial Term, you will receive a notice regarding your future product options. If NYG&E elects to renew your Agreement, unless otherwise agreed to upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly Variable Rate product that guarantees savings in relation to what the customer would have paid as a full-service customer of the Utility with no change to the remaining terms. At least 30 days and no more than 60 days prior to the renewal date, Company will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement. Company must receive your express consent to accept a new offer. While

	receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial Term.
Statement Regarding Savings	You understand that a Fixed Rate does not provide guaranteed savings. Unless otherwise agreed to, if NYG&E elects to renew your Agreement upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly Variable Rate product that guarantees savings in relation to what the customer would have paid as a full-service customer of the Utility with no change to the remaining terms.

Renewable Energy Product - Fixed Rate

New York Residential and Small Commercial Terms of Service

[Brand_Legal_Entity] ("Company") is an energy services company ("ESCO") in New York (ESCO Code [Brand ESCO Code]) and agrees to sell, and you agree to buy, your full requirements for electric supply service and/or natural gas supply service ("Service") at the price(s) provided in your rate plan, disclosure statement, recorded verification or welcome package ("Enrollment Documentation") and pursuant to the terms and conditions specified in this contract, the purpose of which is to authorize a change in your Service to Company (the "Agreement"). This Agreement governs your Service at the account number and street address that you have specified in your Enrollment Documentation and that Company has agreed to serve and supersedes any oral or written statements and all prior and contemporaneous negotiations made in connection with this Agreement or the supply of your Service. A signature on a sales agreement or electronic acceptance of a sales agreement is an agreement to initiate service and begin enrollment. You will be bound by all the provisions of the Agreement, as they may be amended from time to time upon advance notice to you. The prices and terms of this Agreement are subject to change as provided below. This Agreement is subject to the eligibility requirements of your local distribution company ("Utility") and Company may choose not to accept this Agreement for any reason. In addition, Company has the right to refuse or terminate Service, and recover costs, if any, of your usage exceeds the Usage Thresholds. The "Usage Thresholds" applicable to electricity are: (i) for residential and small commercial customers, peak demand greater than 25 kW over any 12-month period, and (ii) for all other customers: 1,000,000 kWh over any 12-month period. The "Usage Thresholds" applicable to natural gas are: (i) for residential and small commercial customers, usage exceeding 10,000 ccfs per month or 90,000 therms (or the equivalent Ccf or Mcf) over any 12-month period, and (ii) for all other customers: usage greater than 100,000 therms (or the equivalent Ccf or Mcf) over any 12-month period. If your consumption of Service is materially different than your historical usage ("Change in Usage"), Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

Please review the Agreement 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 as detailed in Section 18. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement.

1. PRICING: You hereby designate Company as your agent for the purpose of arranging, contracting for, and administering transmission and transportation services (including those provided by your Utility) for the delivery of Service. Your Utility will continue to deliver the Service to you. Your Utility will also respond to leaks and emergencies and provide other traditional utility services. Switching to Company will not impact your Service reliability.

If you have chosen natural gas Service, you hereby designate Company as your agent to: (i) arrange 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); (ii) nominate and schedule with the interstate pipelines the transportation of your natural gas from the Sales Points (defined herein) to your Utility's city gate station ("Delivery Points"), and with your Utility for the transportation of your natural gas from the Delivery Points to your premises; and (iii) 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. As your agent, Company will schedule the delivery of a quantity of natural gas at the Sales Points necessary to meet your city gate 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 from the Sales Points to the Delivery Points, and from the Delivery Points to your premises. You understand that Company's ability to provide Service is subject to Company meeting the Utility's requirements for operating in its territory, such as meeting any applicable pooling requirements. If Company does not meet the Utility's pooling requirement, Company will: (i) hold your enrollment until it meets the Utility's pooling requirement; or (ii) notify you that is unable to provide you with Service, resulting in the termination of this Agreement.

Company does not charge any fee for you to switch to receive the Service pursuant to this Agreement. Please note that some products have specific fees related to the product or plan you choose which are detailed in your Enrollment Documentation; these fees are not switching fees.

Except as otherwise provided in this Agreement or as required by law, all taxes of any kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are tax exempt, you must furnish Company an exemption certificate before your Service commences. The Service under this Agreement will be measured at the delivery point by your Utility providing the delivery service in accordance with the terms of the applicable tariff.

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's and the current month's Rate. If your Service charges are based on estimated usage, 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.

You understand that unless you have been offered a Rate in writing confirmed by the Company that expressly provides otherwise, there are no guaranteed savings and your Rate may be higher than the Utility's rate in any given month. Your

Rate includes transmission charges (if applicable). Your Rate 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 Service.

2. TERM: Company will begin supplying your Service when your Utility switches your account to Company. The initial term of this Agreement will begin on a date set by your Utility and continue for the length specified in your Enrollment Documentation ("Initial Term"). Your Initial 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 or another ESCO to Company, but there may be a delay before the Utility switches your Service 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. RATE PLAN: Please refer to your Enrollment Documentation, which are part of this Agreement, to determine which rate type plan applies to you.

Fixed Rate. If you have selected a fixed rate, you will pay a fixed rate for Service indicated in your Enrollment Documentation or Renewal Notice for the length of the Initial Term or Renewal Term ("Fixed Rate"), and may be modified due to a subsequent Change in Law as explained in Section 8.

Variable Rate. If you have selected a variable rate, the rate for Service for your first billing period is indicated in your Enrollment Documentation. Variable Rates may change on each monthly bill cycle and may be higher or lower each month based on business and market conditions ("Variable Rate"). 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 and balancing costs, projected average 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 regional transmission organization ("ISO") costs, capacity costs, transmission costs, line loss costs, Reliability Must Run ("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.

Your Variable Rate may change each billing cycle and there is no limit on how much your Variable Rate may change from one billing cycle to the next. Historical pricing is not indicative of present or future pricing. The Variable Rate may be lower or higher than the Fixed Rate, fixed rates offered by Company, the Utility's pricing or "price to compare", rates offered by other ESCOs, and wholesale market rates, and, furthermore, the Variable Rate may not fluctuate in relation to any of the aforementioned rates.

The Company may reference either a Fixed Rate or Variable Rate in this Agreement as "Rate".

4. RENEWAL: If you are on a Fixed Rate plan and Company elects to renew your Service, you will receive notice from Company between thirty (30) and sixty (60) days prior to the end of your Term ("Renewal Notice") regarding the terms of the renewal of this Agreement, and your right to renew, reject or renegotiate the Agreement. The Renewal Notice will contain information regarding a renewal product and if you do not affirmatively select a product offering, 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. 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. 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. Your first Term after signing a new agreement with Company will be deemed your "Initial Term." Any period after your Initial Term will be deemed the "Renewal Term". UNLESS YOU INFORM COMPANY IN WRITING OR BY TELEPHONE AS PROVIDED IN SECTION 18 THAT YOU DECLINE TO RENEW THIS AGREEMENT UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE, THIS AGREEMENT WILL RENEW UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE. YOUR RENEWAL TERM MAY NOT INCLUDE VALUE-ADDED PRODUCTS ASSOCIATED WITH YOUR INITIAL TERM.

5. EARLY TERMINATION OF CONTRACT: Customer-Initiated Termination: You may terminate this Agreement as described below. Upon cancellation of the agreement, the Company shall provide a cancellation number.

To terminate this Agreement you must: (i) notify Company as detailed in Section 18; or (ii) notify the Utility that you would like to return to default service from the Utility. To terminate Service, you do not need to contact both Company and your Utility, you may contact one or the other. During the Initial Term or any subsequent Renewal Term of this Agreement, if you contact Company to terminate, Company will promptly notify the Utility, and the termination will then be effective on a date set by your Utility; however, Company is not responsible for any delays in the termination process that are caused by acts or omissions of the Utility.

If you are receiving a month-to-month plan, you may terminate at any time and no termination fee will apply.

If you terminate during your Initial Term, the following early

termination fees apply: If you are a residential customer, you may terminate at any time; provided that, if you terminate after the Rescission Period and before the end of the Initial Term or any Fixed Rate Renewal Term, the applicable early termination fee in your Enrollment Documentation will apply. 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.

If you are a commercial customer, and terminate before the end of the Initial Term Fixed Rate Renewal Term, unless otherwise stated in your Enrollment Documentation, your early termination 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. Early termination fees may apply if you terminate due to a Change in Law, as discussed in Section 8.

Company-Initiated Termination: The Company may terminate this Agreement at any time, including for any non-payment as allowed by law, by providing you notice at least 15 calendar days in advance, or as required by law. Company may also terminate this Agreement due to a Change in Law that results in an increased cost to Company, or Company is prevented, prohibited, or frustrated from carrying out its intent under this Agreement. Company may also terminate this Agreement as a result of any act beyond Company's reasonable control, if Company is no longer able to serve you, due to a change in business direction, if there is a Change in Usage or your usage exceeds the Usage Thresholds, or if you provide false, inaccurate or misleading information to Company or to the Utility. If it is determined that your usage is greater than the Usage Thresholds, at Company's sole discretion it may require you to sign a new and different form of agreement before accepting you as a customer or continuing to provide Service.

Upon termination of this Agreement either by you or Company, you will return to receiving default service from the Utility unless and until you designate another ESCO or service is shut off by the Utility. The effective date of any termination will be on a date set by your Utility after expiration of the required notice period. Upon any termination, you will remain responsible for all payments and obligations under this Agreement, including any applicable early termination fee, until such effective date of termination. A Utility cannot terminate or interrupt the delivery of Service to you because of any dispute between Company and you, but a Utility may terminate such service for nonpayment of Utility charges in accordance with applicable law. Only the Utility may shut off your electric power or natural gas supply.

6. CUSTOMER RESCISSION: If you are a residential customer you may cancel this Agreement at any time before midnight of the third (3rd) business day following your receipt of this Terms of Service ("Rescission Period") by notifying Company as detailed in Section 18. The Agreement is not legally binding until the three-day confirmation period has expired and you have not, directly or indirectly, rescinded your selection.

7. INDEPENDENT SELLER: Company has received an eligibility letter from the New York Public Service Commission ("NY PSC") to offer and supply Service in New York. You understand that Company is not representing or acting on behalf of any Utility. You understand that you are not required to switch your Service to Company and may remain with your Utility on default service or your current ESCO. If you are enrolled in any Utility or government programs, including low-income programs, enrolling with Company may be prohibited or may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Company. You should contact your Utility for details on the availability and terms of default service.

8. CHANGE IN LAW: If, during the Initial Term or any Renewal Term, any change in, or enactment of, any federal, state, local, or utility legislation, regulatory actions, orders, rules, tariffs, regulations, operating procedure, policies, tariff, riders, fees, pricing structures, market structures, capacity charges, and changes in customer load profiles, ordinance, statute, or law beyond Company's reasonable control ("Change in Law") results in an increased cost to the Company or Company is prevented, prohibited, or frustrated from carrying out its intent under this Agreement, Company can terminate this Agreement with notice to you as required under applicable law.

In addition, any Change in Law or changing business needs may require Company to adjust the terms of this Agreement. If Company adjusts the Fixed Rate and/or other material terms, other than as provided for in Section 8, you will be provided an updated Agreement. If you are a residential customer, or small commercial customer enrolled through door-to-door you must provide your affirmative consent to the changes. If you do not provide affirmative consent or affirmatively terminate within that 30-day notice period, it will be deemed a termination of this Agreement by you. In such case, you will return to receiving default service from the Utility unless and until you designate another ESCO or service is shut off by the Utility. Please see Section 5 for further details regarding termination.

9. SEVERABILITY AND NON-WAIVER: If any portion of this Agreement is declared invalid or unenforceable by final order of a court or any regulatory body having jurisdiction, the remaining portions of this Agreement shall remain in effect and the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible. 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. The provisions of this Agreement concerning payment, limitation of liability and waivers will survive the termination or expiration of this Agreement.

10. BILLING AND PAYMENT: You will receive a single bill from your Utility that will contain Utility's charges and Company's charges. Company's charges reflected on your bill will be determined by multiplying your Rate by your usage and adding any additional taxes or fees as provided herein. The Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur the maximum late payment fee pursuant to law that will be applied in accordance with the Utility's or the Company's billing and payment policies and procedures. Company reserves the right to charge you a minimum usage fee ("MUF") if your usage is: (i) for electricity, less than 500 kWh monthly, or (ii) for natural gas, less than 500 therms/ccf or 50 MCF/MMBtu annually. Prior to charging the MUF or changing the MUF amount, Company will provide you with 30 days' notice. You may choose to terminate this Agreement without penalty within 30 days of the MUF notice by contacting Company directly and citing this provision of the Agreement.
If you have difficulty paying your bill you may be eligible for third party billing or deferred payments or budget billing through your Utility, or budget billing from Company; contact your Utility or Company for details about available programs. In order for Company you provide you with budget billing, you must execute a budget billing enrollment form and agreement with Company.

Company reserves the right to change billing methods. If Company change its billing methods, Company will send you advance written notice in your bills or in a separate mailing thirty (30) days before the effective date of any such change. If Company bills you for Service, any undisputed bill not paid in full by its due date will incur a late payment fee in accordance with Company's billing and payment policies and procedures. IF YOU FAIL TO PROMPTLY PAY UNDER THIS AGREEMENT AND COMPANY INCURS ADDITIONAL FEES AND CHARGES, INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS, IN CONNECTION WITH THE COLLECTION OF PAST-DUE CHARGES, YOU WILL BE LIABLE FOR ALL SUCH FEES AND COSTS. 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. You are responsible for paying and reimbursing Company for all applicable fees.

11. AUTHORIZATIONS: By entering into this Agreement, you authorize your Utility to release to Company your customer information may include, but is not limited to, account contact information, account number, standard offer service type, rate classification, meter number, billing history, payment history, budget billing status, public assistance status, historical and future electricity and/or natural gas usage or demand, meter readings (including, but not limited to, data from advanced meters, if any) and characteristics of your electric and/or natural gas service ("Customer Information"). Customer Information will be used and maintained to service your account under this Agreement and Company will maintain the confidentiality of Customer Information as required by applicable NY PSC regulations and Federal and State laws.

This Agreement provides authorization for 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 Company uses to provide services and rewards to you. Company reserves the right to share your Customer Information with any partner or agent, to the extent permitted by law, that needs to know such information in connection with your Service. To opt out of the release of information to unaffiliated third parties, contact Company as provided in Section 18. If you select such services or rewards from a third party, or elect to bundle or purchase a product apart from Company's Service, 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.

If you provide us with your email address, you are: (i) consenting, where permitted by applicable law, to receiving documents, notices and other communications from us in electronic form, and (ii) required to provide a correct, working email address and notify Company of any change in your email address or any withdrawal of consent for the electronic documents, notices and other communications.

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. If there is a deterioration in your credit rating or if there is an increase in your usage, to continue receiving Service with Company, you may be required to promptly provide cash escrow or deposit, establish an ACH debit relationship with Company, or provide other reasonable assurances to Company to establish your credit worthiness. If a deposit is required, before any deposit is taken, you will be provided notice as to all terms and conditions on such deposit and the amount and the rate of interest paid on the deposit.

If Company bills you and you fail to make payment in a timely fashion, Company has the right to use the services of debt collection agencies, consumer reporting agencies, and other

remedies allowed by law and you will be liable for any associated costs. If you fail to make timely payment, you authorize Company to report the delinquency to one or more credit-reporting agencies.

You agree that by accepting this Agreement and providing your phone number (which may include your wireless number) to Company or its agents or affiliates, Company and its agents or affiliates 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.

All authorizations provided in this shall remain in effect as long as this Agreement (including any Renewal Term) is in effect. You may rescind these authorizations at any time by calling, emailing, or providing written notice to Company as provided in Section 18. Company reserves the right to reject your enrollment or terminate the Agreement if you rescind these authorizations.

12. TITLE; RISK OF LOSS: You and Company agree that title to, control of, and risk of loss of the Service supplied under this Agreement will transfer from Company to you: (i) for electricity, at a point or points on the New York ISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Company to assure service reliability, or (ii) for natural gas, at a point or points located outside of the State of New York selected from time to time by Company to assure service reliability (together "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 pay such tax, as invoiced

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 electricity and/or natural gas 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 electricity and/or natural gas supplies allocated for you, and (ii) as between Company and you, Company will be deemed in exclusive control of the electricity and/or natural gas, and responsible for any damage, injury, charges, transportation fees, costs or losses until the electricity and/or natural gas 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 electricity and/or natural gas and the price of electricity and/or natural gas under this Agreement.

13. ASSIGNMENT: Company may sell, assign, subcontract, transfer, pledge, or delegate your account and all or any part of the rights and/or obligations under this Agreement, including your payment obligations and related revenues to another ESCO or as otherwise allowed by law. You may not assign any of your rights or obligations under the Agreement without Company's prior written consent.

14. NON-RELIANCE: You acknowledge that: (i) you are not relying on any advice, statements, recommendations or representations of Company, other than the written representations in this Agreement; (ii) you understand the risks of entering into this Agreement, including the risk that 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.

15. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT: The Services provided by Company to you are governed by the terms and conditions of this Agreement 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 18. 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.

This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, a state public utility commission. Such agencies can, if the law allows, seek relief against us on your behalf. Regardless of whether you choose to pursue your dispute with the NY PSC, your right to pursue individual arbitration with Company will not be impacted under this Agreement.

"Disputes" are any claims or controversies between you and the Company related in any way to or arising from Company's Services, this Agreement, or any related agreements, including but not limited to, billing, services and practices, pricing, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your Services with Company have terminated. Disputes include any claims that: (i) you bring against 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 Company's Services, this Agreement or any related agreements; or (iii) that 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.

Subject to the Dispute Notice requirement set forth below, You and Company both agree to resolve any and all Disputes only by arbitration or in small claims court (for qualifying claims), subject to specific exceptions listed herein. The parties expressly agree that they are waiving their right to sue in a court of general jurisdiction and that arbitration or small claims court actions are the parties' sole remedies to resolve Disputes. In the event that a claim involving a Dispute does not qualify for small claims court, the parties' sole remedy to resolve the Dispute shall be arbitration in accordance with this Agreement. There is no judge or jury in arbitration, the procedures may be different, and an award in arbitration is subject to very limited review by a court.

Prior to initiating arbitration or a small claims court action, a party must first send to the other, by certified mail, a written notice of dispute ("Dispute Notice"). The Dispute Notice to the Company should be addressed to the notice address listed in Section 18. The Dispute Notice must (i) describe the nature and basis of the claim or Dispute; and (ii) set forth the specific relief sought ("Demand"). The parties will use their best efforts to resolve the Dispute. If Company and you do not reach an agreement to resolve the claim within thirty (30) days after the Dispute Notice is received, you or Company may commence an arbitration or small claims court action.

This Dispute Resolution and Arbitration Agreement is intended to be broadly interpreted. It includes, but is not limited to:

- any and all Disputes, including claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory;
- claims that arose before this or any prior Agreement or contract;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of your Agreement or contract.

WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION: YOU AGREE THAT, BY ENTERING INTO YOUR AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION, AND THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT. NEITHER YOU NOR COMPANY WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND COMPANY AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OF CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR THE COMPANY.

This Dispute Resolution and Arbitration Agreement shall survive termination of your Agreement.

Any arbitration commenced under this Agreement shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. You can elect from one of the following locations for your arbitration hearing: New York City, Albany, or Buffalo New York.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL**. Further, unless both you and Company agree otherwise, 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 this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, (I) VENUE FOR ANY PERMITTED SMALL CLAIMS COURT ACTION OR OTHER 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.

16. LIMITATION OF LIABILITY; WARRANTY; JURY TRIAL WAIVER: YOU AGREE THAT NEITHER COMPANY NOR ANY OF ITS AFFILIATES, CONTRACTORS, OR SUBCONTRACTORS WILL BE LIABLE FOR ANY DAMAGES OR CLAIMS FOR MATTERS WITHIN THE CONTROL OF THE UTILITY, NATURAL GAS PIPELINES OR THE ISO-CONTROLLED ELECTRICITY GRID, INCLUDING MAINTENANCE OF ELECTRIC LINES AND SYSTEMS, NATURAL GAS PIPELINE MAINTENANCE, SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETERIORATION OF SERVICES, METER READINGS, OR INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE DELIVERY OR SUPPLY OF ELECTRICITY OR NATURAL GAS.

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.

NEITHER COMPANY NOR ANY OF ITS AFFILIATES,

CONTRACTORS, OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR ANY FAILURE TO COMMENCE OR TERMINATE POWER OR ENERGY SERVICE ON THE DATE SPECIFIED HEREIN BECAUSE OF ANY FAILURE OR DELAY IN ENROLLING YOU WITH THE UTILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON STATUTE, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM ANY BREACH OR NONPERFORMANCE.

COMPANY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

17. 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") and may terminate this Agreement. Force Majeure Events include but are not limited to damages caused by acts of God, acts of terrorism, sabotage, accidents, strikes, labor troubles, pandemics, maintenance work, inability to access the Utility's system, 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, ISO; or any cause beyond Company's reasonable control.

18. CONTACT INFORMATION: Please use the following information to contact Company with any questions about this Agreement or Company charges on your invoice, to provide all notices under this Agreement, or to resolve any disputes regarding this Agreement.

Name: [Brand_Name]
Address: [Brand_Address]
Phone Number: [Brand_Contact_Phone]
Email Address: [Brand_Contact_Email]
Internet Address: [Brand_Website]

UTILITY: For emergencies relating to your services, such as a power outage or gas leak, or for information about universal service programs, please contact your Utility:

Name: [Utility_Name]
Phone Number: [Utility Phone]

You can also call your local emergency personnel at 911 if the emergency warrants.

For non-emergency matters, including bill payment assistance and weatherization service, please call your Utility at the following number:

Name: [Utility_Name]
Phone Number: [Utility Phone]

New York Public Service Commission:

Internet: dps.ny.gov
Address: Empire State Plaza
Agency Building 3
Albany, NY 12223-1350
Phone: (800) 342-3377
ESCO Hotline 1-888-697-7728

19. NET METERING: If you have or participate in eligible renewable electrical generating facilities to supply all or part of your electricity usage and such facilities are or will be net metered by your Utility, you must notify Company in advance so Company can determine your eligibility and properly serve you**.**

If you use net metering, or if there is a change, or an anticipated or planned change, in the consumption of Services that is materially different than your historical usage, depending on your eligibility and applicable requirements Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

20. ENVIRONMENTAL DISCLOSURE: You understand that an Information Disclosure Label (the "Label") is available on Company's website, and that you have been provided with access to the Label prior to your initiation of Service. You agree that Company will make any required updates to the Label electronically on its website unless otherwise directed by law, regulation or the NY PSC. This Agreement incorporates the information that may be provided to you or made available to you at Company's website, as indicated in Section 18, regarding the approximate generation resource mix and environmental characteristics of electricity supply. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request.

21. RENEWABLE ENERGY:

Renewable Energy Product: If you have elected to purchase a renewable energy plan it will be matched by at least 50% renewable energy from sources eligible under New York law – such as solar, hydroelectric, geothermal, fuel cells, tidal/wave/ocean, and wind, or through alternative compliance payments (ACP). Renewable energy certificates (RECs) represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. The renewable mix provided under this Agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year, but will not exceed 100%. We may meet our requirements under this Agreement: (1) by purchasing RECs from eligible renewable generators through the New York State Generation Attribute Tracking System (NYGATS); (2) by purchasing Tier 1 RECs from New York State Energy Research and Development Authority (NYSERDA).; (3) by procuring RECs from eligible renewable generators through bilateral contracts; (4) by entering into

bundled energy and REC purchase agreements with eligible renewable generators; (5) by making ACP to NYSERDA, or (6) by any other method later authorized under New York law or NYPSC order.

22. WARRANTIES: You represent and warrant to that each of the following is true and accurate:

1. You are at least 18 years old and fully authorized to enter into this Agreement.
2. You are 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
3. You are either a residential customer (i.e., a person who receives electric and/or natural gas service under a residential rate classification) or small commercial customer (i.e., a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service or natural gas under a small commercial, small industrial or small business rate classification, and whose Usage is within the Usage Thresholds);
4. You are duly qualified to transact business in the State of New York;
5. The person who made the enrollment authorization is either you or your duly authorized representative who has the power to make valid and binding decisions on your behalf regarding your purchase of electric generation services and natural gas supply service.
6. You have received a copy of the Agreement read it and understand its contents.

23. MISCELLANEOUS: 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.

24. VALUE-ADDED PRODUCTS: The following value-added products apply to your Agreement. [INCLUDED, AS APPLICABLE, ONLY IF VALUE-ADDED PRODUCT SELECTED]

- X% Renewable Energy: As further explained in Section 21, X% of your electricity usage will be coupled with RECs, in addition to any applicable state renewable requirements. [INCLUDED ONLY IF RENEWABLE PRODUCT SELECTED]

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer

ESCO Consumer 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 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. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am - 4:00 pm); by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at http://www.dps.ny.gov.

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

Renewable Energy Product - Variable

NYG&E
New York Gas & Electric

NYG&E Energy Disclosure Statement

Joe Customer, 1100 Anywhere, Athens, NY 12015, 00012345

Price	$.0XXX per kWh for the first month of service
Price Structure	You selected a Variable Rate Product. Variable Rates change 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. Your variable 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. This product is matched by at least 50% renewable energy from sources eligible under New York law – such as solar, hydroelectric, geothermal, fuel cells, tidal/wave/ocean, and wind, or through alternative compliance payments (ACP). Renewable energy certificates (RECs) represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. The renewable mix provided under this Agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year, but will not exceed 100%. We may meet our requirements under this Agreement: (1) by purchasing RECs from eligible renewable generators through the New York State Generation Attribute Tracking System (NYGATS); (2) by purchasing Tier 1 RECs from New York State Energy Research and Development Authority (NYSERDA).; (3) by procuring RECs from eligible renewable generators through bilateral contracts; (4) by entering into bundled energy and REC purchase agreements with eligible renewable generators; (5) by making ACP to NYSERDA, or (6) by any other method later authorized under New York law or NYPSC order.
Contract Term/Length	Your Term will continue Month-to-Month once your utility switches your account to NYG&E.
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 NYG&E at 888-947-7899.
Early Termination Fees	None.

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Late Fees/Account Management 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	Your Variable Rate Product Agreement will automatically continue month-to-month until terminated.
Statement Regarding Savings	The Variable Rate Renewable Product Plan does not provide guaranteed savings.

Renewable Energy Product - Variable

New York Residential and Small Commercial Terms of Service

[Brand_Legal_Entity] ("Company") is an energy services company ("ESCO") in New York (ESCO Code [Brand ESCO Code]) and agrees to sell, and you agree to buy, your full requirements for electric supply service and/or natural gas supply service ("Service") at the price(s) provided in your rate plan, disclosure statement, recorded verification or welcome package ("Enrollment Documentation") and pursuant to the terms and conditions specified in this contract, the purpose of which is to authorize a change in your Service to Company (the "Agreement"). This Agreement governs your Service at the account number and street address that you have specified in your Enrollment Documentation and that Company has agreed to serve and supersedes any oral or written statements and all prior and contemporaneous negotiations made in connection with this Agreement or the supply of your Service. A signature on a sales agreement or electronic acceptance of a sales agreement is an agreement to initiate service and begin enrollment. You will be bound by all the provisions of the Agreement, as they may be amended from time to time upon advance notice to you. The prices and terms of this Agreement are subject to change as provided below. This Agreement is subject to the eligibility requirements of your local distribution company ("Utility") and Company may choose not to accept this Agreement for any reason. In addition, Company has the right to refuse or terminate Service, and recover costs, if any, of your usage exceeds the Usage Thresholds. The "Usage Thresholds" applicable to electricity are: (i) for residential and small commercial customers, peak demand greater than 25 kW over any 12-month period, and (ii) for all other customers: 1,000,000 kWh over any 12-month period. The "Usage Thresholds" applicable to natural gas are: (i) for residential and small commercial customers, usage exceeding 10,000 ccfs per month or 90,000 therms (or the equivalent Ccf or Mcf) over any 12-month period, and (ii) for all other customers: usage greater than 100,000 therms (or the equivalent Ccf or Mcf) over any 12-month period. If your consumption of Service is materially different than your historical usage ("Change in Usage"), Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

Please review the Agreement 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 as detailed in Section 18. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement.

1. PRICING: You hereby designate Company as your agent for the purpose of arranging, contracting for, and administering transmission and transportation services (including those provided by your Utility) for the delivery of Service. Your Utility will continue to deliver the Service to you. Your Utility will also respond to leaks and emergencies and provide other traditional utility services. Switching to Company will not impact your Service reliability.

If you have chosen natural gas Service, you hereby designate Company as your agent to: (i) arrange 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); (ii) nominate and schedule with the interstate pipelines the transportation of your natural gas from the Sales Points (defined herein) to your Utility's city gate station ("Delivery Points"), and with your Utility for the transportation of your natural gas from the Delivery Points to your premises; and (iii) 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. As your agent, Company will schedule the delivery of a quantity of natural gas at the Sales Points necessary to meet your city gate 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 from the Sales Points to the Delivery Points, and from the Delivery Points to your premises. You understand that Company's ability to provide Service is subject to Company meeting the Utility's requirements for operating in its territory, such as meeting any applicable pooling requirements. If Company does not meet the Utility's pooling requirement, Company will: (i) hold your enrollment until it meets the Utility's pooling requirement; or (ii) notify you that is unable to provide you with Service, resulting in the termination of this Agreement.

Company does not charge any fee for you to switch to receive the Service pursuant to this Agreement. Please note that some products have specific fees related to the product or plan you choose which are detailed in your Enrollment Documentation; these fees are not switching fees.

Except as otherwise provided in this Agreement or as required by law, all taxes of any kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are tax exempt, you must furnish Company an exemption certificate before your Service commences. The Service under this Agreement will be measured at the delivery point by your Utility providing the delivery service in accordance with the terms of the applicable tariff.

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's and the current month's Rate. If your Service charges are based on estimated usage, 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.

You understand that unless you have been offered a Rate in writing confirmed by the Company that expressly provides otherwise, there are no guaranteed savings and your Rate may be higher than the Utility's rate in any given month. Your

Rate includes transmission charges (if applicable). Your Rate 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 Service.

2. TERM: Company will begin supplying your Service when your Utility switches your account to Company. The initial term of this Agreement will begin on a date set by your Utility and continue for the length specified in your Enrollment Documentation ("Initial Term"). Your Initial 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 or another ESCO to Company, but there may be a delay before the Utility switches your Service 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. RATE PLAN: Please refer to your Enrollment Documentation, which are part of this Agreement, to determine which rate type plan applies to you.

Fixed Rate. If you have selected a fixed rate, you will pay a fixed rate for Service indicated in your Enrollment Documentation or Renewal Notice for the length of the Initial Term or Renewal Term ("Fixed Rate"), and may be modified due to a subsequent Change in Law as explained in Section 8.

Variable Rate. If you have selected a variable rate, the rate for Service for your first billing period is indicated in your Enrollment Documentation. Variable Rates may change on each monthly bill cycle and may be higher or lower each month based on business and market conditions ("Variable Rate"). 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 and balancing costs, projected average 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 regional transmission organization ("ISO") costs, capacity costs, transmission costs, line loss costs, Reliability Must Run ("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.

Your Variable Rate may change each billing cycle and there is no limit on how much your Variable Rate may change from one billing cycle to the next. Historical pricing is not indicative of present or future pricing. The Variable Rate may be lower or higher than the Fixed Rate, fixed rates offered by Company, the Utility's pricing or "price to compare", rates offered by other ESCOs, and wholesale market rates, and, furthermore, the Variable Rate may not fluctuate in relation to any of the aforementioned rates.

The Company may reference either a Fixed Rate or Variable Rate in this Agreement as "Rate".

4. RENEWAL: If you are on a Fixed Rate plan and Company elects to renew your Service, you will receive notice from Company between thirty (30) and sixty (60) days prior to the end of your Term ("Renewal Notice") regarding the terms of the renewal of this Agreement, and your right to renew, reject or renegotiate the Agreement. The Renewal Notice will contain information regarding a renewal product and if you do not affirmatively select a product offering, 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. 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. 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. Your first Term after signing a new agreement with Company will be deemed your "Initial Term." Any period after your Initial Term will be deemed the "Renewal Term". UNLESS YOU INFORM COMPANY IN WRITING OR BY TELEPHONE AS PROVIDED IN SECTION 18 THAT YOU DECLINE TO RENEW THIS AGREEMENT UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE, THIS AGREEMENT WILL RENEW UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE. YOUR RENEWAL TERM MAY NOT INCLUDE VALUE-ADDED PRODUCTS ASSOCIATED WITH YOUR INITIAL TERM.

5. EARLY TERMINATION OF CONTRACT: Customer-Initiated Termination: You may terminate this Agreement as described below. Upon cancellation of the agreement, the Company shall provide a cancellation number.

To terminate this Agreement you must: (i) notify Company as detailed in Section 18; or (ii) notify the Utility that you would like to return to default service from the Utility. To terminate Service, you do not need to contact both Company and your Utility, you may contact one or the other. During the Initial Term or any subsequent Renewal Term of this Agreement, if you contact Company to terminate, Company will promptly notify the Utility, and the termination will then be effective on a date set by your Utility; however, Company is not responsible for any delays in the termination process that are caused by acts or omissions of the Utility.

If you are receiving a month-to-month plan, you may terminate at any time and no termination fee will apply.

If you terminate during your Initial Term, the following early

termination fees apply: If you are a residential customer, you may terminate at any time; provided that, if you terminate after the Rescission Period and before the end of the Initial Term or any Fixed Rate Renewal Term, the applicable early termination fee in your Enrollment Documentation will apply. 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.

If you are a commercial customer, and terminate before the end of the Initial Term Fixed Rate Renewal Term, unless otherwise stated in your Enrollment Documentation, your early termination 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. Early termination fees may apply if you terminate due to a Change in Law, as discussed in Section 8.

Company-Initiated Termination: The Company may terminate this Agreement at any time, including for any non-payment as allowed by law, by providing you notice at least 15 calendar days in advance, or as required by law. Company may also terminate this Agreement due to a Change in Law that results in an increased cost to Company, or Company is prevented, prohibited, or frustrated from carrying out its intent under this Agreement. Company may also terminate this Agreement as a result of any act beyond Company's reasonable control, if Company is no longer able to serve you, due to a change in business direction, if there is a Change in Usage or your usage exceeds the Usage Thresholds, or if you provide false, inaccurate or misleading information to Company or to the Utility. If it is determined that your usage is greater than the Usage Thresholds, at Company's sole discretion it may require you to sign a new and different form of agreement before accepting you as a customer or continuing to provide Service.

Upon termination of this Agreement either by you or Company, you will return to receiving default service from the Utility unless and until you designate another ESCO or service is shut off by the Utility. The effective date of any termination will be on a date set by your Utility after expiration of the required notice period. Upon any termination, you will remain responsible for all payments and obligations under this Agreement, including any applicable early termination fee, until such effective date of termination. A Utility cannot terminate or interrupt the delivery of Service to you because of any dispute between Company and you, but a Utility may terminate such service for nonpayment of Utility charges in accordance with applicable law. Only the Utility may shut off your electric power or natural gas supply.

6. CUSTOMER RESCISSION: If you are a residential customer you may cancel this Agreement at any time before midnight of the third (3rd) business day following your receipt of this Terms of Service ("Rescission Period") by notifying Company as detailed in Section 18. The Agreement is not legally binding until the three-day confirmation period has expired and you have not, directly or indirectly, rescinded your selection.

7. INDEPENDENT SELLER: Company has received an eligibility letter from the New York Public Service Commission ("NY PSC") to offer and supply Service in New York. You understand that Company is not representing or acting on behalf of any Utility. You understand that you are not required to switch your Service to Company and may remain with your Utility on default service or your current ESCO. If you are enrolled in any Utility or government programs, including low-income programs, enrolling with Company may be prohibited or may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Company. You should contact your Utility for details on the availability and terms of default service.

8. CHANGE IN LAW: If, during the Initial Term or any Renewal Term, any change in, or enactment of, any federal, state, local, or utility legislation, regulatory actions, orders, rules, tariffs, regulations, operating procedure, policies, tariff, riders, fees, pricing structures, market structures, capacity charges, and changes in customer load profiles, ordinance, statute, or law beyond Company's reasonable control ("Change in Law") results in an increased cost to the Company or Company is prevented, prohibited, or frustrated from carrying out its intent under this Agreement, Company can terminate this Agreement with notice to you as required under applicable law.

In addition, any Change in Law or changing business needs may require Company to adjust the terms of this Agreement. If Company adjusts the Fixed Rate and/or other material terms, other than as provided for in Section 8, you will be provided an updated Agreement. If you are a residential customer, or small commercial customer enrolled through door-to-door you must provide your affirmative consent to the changes. If you do not provide affirmative consent or affirmatively terminate within that 30-day notice period, it will be deemed a termination of this Agreement by you. In such case, you will return to receiving default service from the Utility unless and until you designate another ESCO or service is shut off by the Utility. Please see Section 5 for further details regarding termination.

9. SEVERABILITY AND NON-WAIVER: If any portion of this Agreement is declared invalid or unenforceable by final order of a court or any regulatory body having jurisdiction, the remaining portions of this Agreement shall remain in effect and the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible. 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. The provisions of this Agreement concerning payment, limitation of liability and waivers will survive the termination or expiration of this Agreement.

10. BILLING AND PAYMENT: You will receive a single bill from your Utility that will contain Utility's charges and Company's charges. Company's charges reflected on your bill will be determined by multiplying your Rate by your usage and adding any additional taxes or fees as provided herein. The Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur the maximum late payment fee pursuant to law that will be applied in accordance with the Utility's or the Company's billing and payment policies and procedures. Company reserves the right to charge you a minimum usage fee ("MUF") if your usage is: (i) for electricity, less than 500 kWh monthly, or (ii) for natural gas, less than 500 therms/ccf or 50 MCF/MMBtu annually. Prior to charging the MUF or changing the MUF amount, Company will provide you with 30 days' notice. You may choose to terminate this Agreement without penalty within 30 days of the MUF notice by contacting Company directly and citing this provision of the Agreement.
If you have difficulty paying your bill you may be eligible for third party billing or deferred payments or budget billing through your Utility, or budget billing from Company; contact your Utility or Company for details about available programs. In order for Company you provide you with budget billing, you must execute a budget billing enrollment form and agreement with Company.

Company reserves the right to change billing methods. If Company change its billing methods, Company will send you advance written notice in your bills or in a separate mailing thirty (30) days before the effective date of any such change. If Company bills you for Service, any undisputed bill not paid in full by its due date will incur a late payment fee in accordance with Company's billing and payment policies and procedures. IF YOU FAIL TO PROMPTLY PAY UNDER THIS AGREEMENT AND COMPANY INCURS ADDITIONAL FEES AND CHARGES, INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS, IN CONNECTION WITH THE COLLECTION OF PAST-DUE CHARGES, YOU WILL BE LIABLE FOR ALL SUCH FEES AND COSTS. 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. You are responsible for paying and reimbursing Company for all applicable fees.

11. AUTHORIZATIONS: By entering into this Agreement, you authorize your Utility to release to Company your customer information may include, but is not limited to, account contact information, account number, standard offer service type, rate classification, meter number, billing history, payment history, budget billing status, public assistance status, historical and future electricity and/or natural gas usage or demand, meter readings (including, but not limited to, data from advanced meters, if any) and characteristics of your electric and/or natural gas service ("Customer Information"). Customer Information will be used and maintained to service your account under this Agreement and Company will maintain the confidentiality of Customer Information as required by applicable NY PSC regulations and Federal and State laws.

This Agreement provides authorization for 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 Company uses to provide services and rewards to you. Company reserves the right to share your Customer Information with any partner or agent, to the extent permitted by law, that needs to know such information in connection with your Service. To opt out of the release of information to unaffiliated third parties, contact Company as provided in Section 18. If you select such services or rewards from a third party, or elect to bundle or purchase a product apart from Company's Service, 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.

If you provide us with your email address, you are: (i) consenting, where permitted by applicable law, to receiving documents, notices and other communications from us in electronic form, and (ii) required to provide a correct, working email address and notify Company of any change in your email address or any withdrawal of consent for the electronic documents, notices and other communications.

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. If there is a deterioration in your credit rating or if there is an increase in your usage, to continue receiving Service with Company, you may be required to promptly provide cash escrow or deposit, establish an ACH debit relationship with Company, or provide other reasonable assurances to Company to establish your credit worthiness. If a deposit is required, before any deposit is taken, you will be provided notice as to all terms and conditions on such deposit and the amount and the rate of interest paid on the deposit.

If Company bills you and you fail to make payment in a timely fashion, Company has the right to use the services of debt collection agencies, consumer reporting agencies, and other

remedies allowed by law and you will be liable for any associated costs. If you fail to make timely payment, you authorize Company to report the delinquency to one or more credit-reporting agencies.

You agree that by accepting this Agreement and providing your phone number (which may include your wireless number) to Company or its agents or affiliates, Company and its agents or affiliates 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.

All authorizations provided in this shall remain in effect as long as this Agreement (including any Renewal Term) is in effect. You may rescind these authorizations at any time by calling, emailing, or providing written notice to Company as provided in Section 18. Company reserves the right to reject your enrollment or terminate the Agreement if you rescind these authorizations.

12. TITLE; RISK OF LOSS: You and Company agree that title to, control of, and risk of loss of the Service supplied under this Agreement will transfer from Company to you: (i) for electricity, at a point or points on the New York ISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Company to assure service reliability, or (ii) for natural gas, at a point or points located outside of the State of New York selected from time to time by Company to assure service reliability (together "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 pay such tax, as invoiced

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 electricity and/or natural gas 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 electricity and/or natural gas supplies allocated for you, and (ii) as between Company and you, Company will be deemed in exclusive control of the electricity and/or natural gas, and responsible for any damage, injury, charges, transportation fees, costs or losses until the electricity and/or natural gas 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 electricity and/or natural gas and the price of electricity and/or natural gas under this Agreement.

13. ASSIGNMENT: Company may sell, assign, subcontract, transfer, pledge, or delegate your account and all or any part of the rights and/or obligations under this Agreement, including your payment obligations and related revenues to another ESCO or as otherwise allowed by law. You may not assign any of your rights or obligations under the Agreement without Company's prior written consent.

14. NON-RELIANCE: You acknowledge that: (i) you are not relying on any advice, statements, recommendations or representations of Company, other than the written representations in this Agreement; (ii) you understand the risks of entering into this Agreement, including the risk that 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.

15. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT: The Services provided by Company to you are governed by the terms and conditions of this Agreement 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 18. 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.

This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, a state public utility commission. Such agencies can, if the law allows, seek relief against us on your behalf. Regardless of whether you choose to pursue your dispute with the NY PSC, your right to pursue individual arbitration with Company will not be impacted under this Agreement.

"Disputes" are any claims or controversies between you and the Company related in any way to or arising from Company's Services, this Agreement, or any related agreements, including but not limited to, billing, services and practices, pricing, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your Services with Company have terminated. Disputes include any claims that: (i) you bring against 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 Company's Services, this Agreement or any related agreements; or (iii) that 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.

Subject to the Dispute Notice requirement set forth below, You and Company both agree to resolve any and all Disputes only by arbitration or in small claims court (for qualifying claims), subject to specific exceptions listed herein. The parties expressly agree that they are waiving their right to sue in a court of general jurisdiction and that arbitration or small claims court actions are the parties' sole remedies to resolve Disputes. In the event that a claim involving a Dispute does not qualify for small claims court, the parties' sole remedy to resolve the Dispute shall be arbitration in accordance with this Agreement. There is no judge or jury in arbitration, the procedures may be different, and an award in arbitration is subject to very limited review by a court.

Prior to initiating arbitration or a small claims court action, a party must first send to the other, by certified mail, a written notice of dispute ("Dispute Notice"). The Dispute Notice to the Company should be addressed to the notice address listed in Section 18. The Dispute Notice must (i) describe the nature and basis of the claim or Dispute; and (ii) set forth the specific relief sought ("Demand"). The parties will use their best efforts to resolve the Dispute. If Company and you do not reach an agreement to resolve the claim within thirty (30) days after the Dispute Notice is received, you or Company may commence an arbitration or small claims court action.

This Dispute Resolution and Arbitration Agreement is intended to be broadly interpreted. It includes, but is not limited to:

- any and all Disputes, including claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory;
- claims that arose before this or any prior Agreement or contract;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of your Agreement or contract.

WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION: YOU AGREE THAT, BY ENTERING INTO YOUR AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION, AND THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT. NEITHER YOU NOR COMPANY WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND COMPANY AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OF CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR THE COMPANY.

This Dispute Resolution and Arbitration Agreement shall survive termination of your Agreement.

Any arbitration commenced under this Agreement shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. You can elect from one of the following locations for your arbitration hearing: New York City, Albany, or Buffalo New York.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL**. Further, unless both you and Company agree otherwise, 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 this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, (I) VENUE FOR ANY PERMITTED SMALL CLAIMS COURT ACTION OR OTHER 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.

16. LIMITATION OF LIABILITY; WARRANTY; JURY TRIAL WAIVER: YOU AGREE THAT NEITHER COMPANY NOR ANY OF ITS AFFILIATES, CONTRACTORS, OR SUBCONTRACTORS WILL BE LIABLE FOR ANY DAMAGES OR CLAIMS FOR MATTERS WITHIN THE CONTROL OF THE UTILITY, NATURAL GAS PIPELINES OR THE ISO-CONTROLLED ELECTRICITY GRID, INCLUDING MAINTENANCE OF ELECTRIC LINES AND SYSTEMS, NATURAL GAS PIPELINE MAINTENANCE, SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETERIORATION OF SERVICES, METER READINGS, OR INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE DELIVERY OR SUPPLY OF ELECTRICITY OR NATURAL GAS.

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.

NEITHER COMPANY NOR ANY OF ITS AFFILIATES,

CONTRACTORS, OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR ANY FAILURE TO COMMENCE OR TERMINATE POWER OR ENERGY SERVICE ON THE DATE SPECIFIED HEREIN BECAUSE OF ANY FAILURE OR DELAY IN ENROLLING YOU WITH THE UTILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON STATUTE, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM ANY BREACH OR NONPERFORMANCE.

COMPANY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

17. 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") and may terminate this Agreement. Force Majeure Events include but are not limited to damages caused by acts of God, acts of terrorism, sabotage, accidents, strikes, labor troubles, pandemics, maintenance work, inability to access the Utility's system, 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, ISO; or any cause beyond Company's reasonable control.

18. CONTACT INFORMATION: Please use the following information to contact Company with any questions about this Agreement or Company charges on your invoice, to provide all notices under this Agreement, or to resolve any disputes regarding this Agreement.

Name: [Brand_Name]
Address: [Brand_Address]
Phone Number: [Brand_Contact_Phone]
Email Address: [Brand_Contact_Email]
Internet Address: [Brand_Website]

UTILITY: For emergencies relating to your services, such as a power outage or gas leak, or for information about universal service programs, please contact your Utility:

Name: [Utility_Name]
Phone Number: [Utility Phone]

You can also call your local emergency personnel at 911 if the emergency warrants.

For non-emergency matters, including bill payment assistance and weatherization service, please call your Utility at the following number:

Name: [Utility_Name]
Phone Number: [Utility Phone]

New York Public Service Commission:

Internet: dps.ny.gov
Address: Empire State Plaza
Agency Building 3
Albany, NY 12223-1350
Phone: (800) 342-3377
ESCO Hotline 1-888-697-7728

19. NET METERING: If you have or participate in eligible renewable electrical generating facilities to supply all or part of your electricity usage and such facilities are or will be net metered by your Utility, you must notify Company in advance so Company can determine your eligibility and properly serve you**.**

If you use net metering, or if there is a change, or an anticipated or planned change, in the consumption of Services that is materially different than your historical usage, depending on your eligibility and applicable requirements Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

20. ENVIRONMENTAL DISCLOSURE: You understand that an Information Disclosure Label (the "Label") is available on Company's website, and that you have been provided with access to the Label prior to your initiation of Service. You agree that Company will make any required updates to the Label electronically on its website unless otherwise directed by law, regulation or the NY PSC. This Agreement incorporates the information that may be provided to you or made available to you at Company's website, as indicated in Section 18, regarding the approximate generation resource mix and environmental characteristics of electricity supply. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request.

21. RENEWABLE ENERGY:

Renewable Energy Product: If you have elected to purchase a renewable energy plan it will be matched by at least 50% renewable energy from sources eligible under New York law – such as solar, hydroelectric, geothermal, fuel cells, tidal/wave/ocean, and wind, or through alternative compliance payments (ACP). Renewable energy certificates (RECs) represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. The renewable mix provided under this Agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year, but will not exceed 100%. We may meet our requirements under this Agreement: (1) by purchasing RECs from eligible renewable generators through the New York State Generation Attribute Tracking System (NYGATS); (2) by purchasing Tier 1 RECs from New York State Energy Research and Development Authority (NYSERDA).; (3) by procuring RECs from eligible renewable generators through bilateral contracts; (4) by entering into

bundled energy and REC purchase agreements with eligible renewable generators; (5) by making ACP to NYSERDA, or (6) by any other method later authorized under New York law or NYPSC order.

22. WARRANTIES: You represent and warrant to that each of the following is true and accurate:

1. You are at least 18 years old and fully authorized to enter into this Agreement.
2. You are 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
3. You are either a residential customer (i.e., a person who receives electric and/or natural gas service under a residential rate classification) or small commercial customer (i.e., a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service or natural gas under a small commercial, small industrial or small business rate classification, and whose Usage is within the Usage Thresholds);
4. You are duly qualified to transact business in the State of New York;
5. The person who made the enrollment authorization is either you or your duly authorized representative who has the power to make valid and binding decisions on your behalf regarding your purchase of electric generation services and natural gas supply service.
6. You have received a copy of the Agreement read it and understand its contents.

23. MISCELLANEOUS: 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.

24. VALUE-ADDED PRODUCTS: The following value-added products apply to your Agreement. [INCLUDED, AS APPLICABLE, ONLY IF VALUE-ADDED PRODUCT SELECTED]

- X% Renewable Energy: As further explained in Section 21, X% of your electricity usage will be coupled with RECs, in addition to any applicable state renewable requirements. [INCLUDED ONLY IF RENEWABLE PRODUCT SELECTED]

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer

ESCO Consumer 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 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. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am - 4:00 pm); by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at http://www.dps.ny.gov.

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

Warranty - Variable Rate w/ Term

NYG&E
New York Gas & Electric

NYG&E Energy Disclosure Statement

Joe Customer, 1100 Anywhere, Athens, NY 12015, 00012345

Price	$.0XXX per kWh for the first month of service
Price Structure	You selected a Variable Rate Product. Variable Rates change 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. Your variable 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.
Contract Term/Length	Your Initial Term will be XX monthly billing cycles once the utility switches your account to NYG&E.
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 NYG&E at 888-947-7899.
Early Termination Fees	Your early termination fee is $XX. The early termination fee will be no greater than $100 if the remaining term is less than 12 months and $200 if the remaining term is 12 months or more.
Late Fees/Account Management 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	Prior to the end of your Initial Term, you will receive a notice regarding your future product options. If NYG&E elects to renew your Agreement, unless otherwise agreed to upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly Variable Rate product that guarantees savings in relation to what the customer would have paid as a full-service customer of the Utility with no change to the remaining terms. At least 30 days and no more than 60 days prior to the renewal date, Company will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement. Company must receive your express consent to accept a new offer. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial Term.

NY RSS 20230131

Statement Regarding Savings	The AC Protect Plan does not provide guaranteed savings.

Warranty - Variable Rate w/ Term

New York Residential and Small Commercial Terms of Service

[Brand_Legal_Entity] ("Company") is an energy services company ("ESCO") in New York (ESCO Code [Brand ESCO Code]) and agrees to sell, and you agree to buy, your full requirements for electric supply service and/or natural gas supply service ("Service") at the price(s) provided in your rate plan, disclosure statement, recorded verification or welcome package ("Enrollment Documentation") and pursuant to the terms and conditions specified in this contract, the purpose of which is to authorize a change in your Service to Company (the "Agreement"). This Agreement governs your Service at the account number and street address that you have specified in your Enrollment Documentation and that Company has agreed to serve and supersedes any oral or written statements and all prior and contemporaneous negotiations made in connection with this Agreement or the supply of your Service. A signature on a sales agreement or electronic acceptance of a sales agreement is an agreement to initiate service and begin enrollment. You will be bound by all the provisions of the Agreement, as they may be amended from time to time upon advance notice to you. The prices and terms of this Agreement are subject to change as provided below. This Agreement is subject to the eligibility requirements of your local distribution company ("Utility") and Company may choose not to accept this Agreement for any reason. In addition, Company has the right to refuse or terminate Service, and recover costs, if any, of your usage exceeds the Usage Thresholds. The "Usage Thresholds" applicable to electricity are: (i) for residential and small commercial customers, peak demand greater than 25 kW over any 12-month period, and (ii) for all other customers: 1,000,000 kWh over any 12-month period. The "Usage Thresholds" applicable to natural gas are: (i) for residential and small commercial customers, usage exceeding 10,000 ccfs per month or 90,000 therms (or the equivalent Ccf or Mcf) over any 12-month period, and (ii) for all other customers: usage greater than 100,000 therms (or the equivalent Ccf or Mcf) over any 12-month period. If your consumption of Service is materially different than your historical usage ("Change in Usage"), Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

Please review the Agreement 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 as detailed in Section 18. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement.

1. PRICING: You hereby designate Company as your agent for the purpose of arranging, contracting for, and administering transmission and transportation services (including those provided by your Utility) for the delivery of Service. Your Utility will continue to deliver the Service to you. Your Utility will also respond to leaks and emergencies and provide other traditional utility services. Switching to Company will not impact your Service reliability.

If you have chosen natural gas Service, you hereby designate Company as your agent to: (i) arrange 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); (ii) nominate and schedule with the interstate pipelines the transportation of your natural gas from the Sales Points (defined herein) to your Utility's city gate station ("Delivery Points"), and with your Utility for the transportation of your natural gas from the Delivery Points to your premises; and (iii) 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. As your agent, Company will schedule the delivery of a quantity of natural gas at the Sales Points necessary to meet your city gate 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 from the Sales Points to the Delivery Points, and from the Delivery Points to your premises. You understand that Company's ability to provide Service is subject to Company meeting the Utility's requirements for operating in its territory, such as meeting any applicable pooling requirements. If Company does not meet the Utility's pooling requirement, Company will: (i) hold your enrollment until it meets the Utility's pooling requirement; or (ii) notify you that is unable to provide you with Service, resulting in the termination of this Agreement.

Company does not charge any fee for you to switch to receive the Service pursuant to this Agreement. Please note that some products have specific fees related to the product or plan you choose which are detailed in your Enrollment Documentation; these fees are not switching fees.

Except as otherwise provided in this Agreement or as required by law, all taxes of any kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are tax exempt, you must furnish Company an exemption certificate before your Service commences. The Service under this Agreement will be measured at the delivery point by your Utility providing the delivery service in accordance with the terms of the applicable tariff.

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's and the current month's Rate. If your Service charges are based on estimated usage, 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.

You understand that unless you have been offered a Rate in writing confirmed by the Company that expressly provides otherwise, there are no guaranteed savings and your Rate may be higher than the Utility's rate in any given month. Your

Rate includes transmission charges (if applicable). Your Rate 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 Service.

2. TERM: Company will begin supplying your Service when your Utility switches your account to Company. The initial term of this Agreement will begin on a date set by your Utility and continue for the length specified in your Enrollment Documentation ("Initial Term"). Your Initial 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 or another ESCO to Company, but there may be a delay before the Utility switches your Service 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. RATE PLAN: Please refer to your Enrollment Documentation, which are part of this Agreement, to determine which rate type plan applies to you.

Fixed Rate. If you have selected a fixed rate, you will pay a fixed rate for Service indicated in your Enrollment Documentation or Renewal Notice for the length of the Initial Term or Renewal Term ("Fixed Rate"), and may be modified due to a subsequent Change in Law as explained in Section 8.

Variable Rate. If you have selected a variable rate, the rate for Service for your first billing period is indicated in your Enrollment Documentation. Variable Rates may change on each monthly bill cycle and may be higher or lower each month based on business and market conditions ("Variable Rate"). 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 and balancing costs, projected average 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 regional transmission organization ("ISO") costs, capacity costs, transmission costs, line loss costs, Reliability Must Run ("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.

Your Variable Rate may change each billing cycle and there is no limit on how much your Variable Rate may change from one billing cycle to the next. Historical pricing is not indicative of present or future pricing. The Variable Rate may be lower or higher than the Fixed Rate, fixed rates offered by Company, the Utility's pricing or "price to compare", rates offered by other ESCOs, and wholesale market rates, and, furthermore, the Variable Rate may not fluctuate in relation to any of the aforementioned rates.

The Company may reference either a Fixed Rate or Variable Rate in this Agreement as "Rate".

4. RENEWAL: If you are on a Fixed Rate plan and Company elects to renew your Service, you will receive notice from Company between thirty (30) and sixty (60) days prior to the end of your Term ("Renewal Notice") regarding the terms of the renewal of this Agreement, and your right to renew, reject or renegotiate the Agreement. The Renewal Notice will contain information regarding a renewal product and if you do not affirmatively select a product offering, 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. 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. 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. Your first Term after signing a new agreement with Company will be deemed your "Initial Term." Any period after your Initial Term will be deemed the "Renewal Term". UNLESS YOU INFORM COMPANY IN WRITING OR BY TELEPHONE AS PROVIDED IN SECTION 18 THAT YOU DECLINE TO RENEW THIS AGREEMENT UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE, THIS AGREEMENT WILL RENEW UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE. YOUR RENEWAL TERM MAY NOT INCLUDE VALUE-ADDED PRODUCTS ASSOCIATED WITH YOUR INITIAL TERM.

5. EARLY TERMINATION OF CONTRACT: Customer-Initiated Termination: You may terminate this Agreement as described below. Upon cancellation of the agreement, the Company shall provide a cancellation number.

To terminate this Agreement you must: (i) notify Company as detailed in Section 18; or (ii) notify the Utility that you would like to return to default service from the Utility. To terminate Service, you do not need to contact both Company and your Utility, you may contact one or the other. During the Initial Term or any subsequent Renewal Term of this Agreement, if you contact Company to terminate, Company will promptly notify the Utility, and the termination will then be effective on a date set by your Utility; however, Company is not responsible for any delays in the termination process that are caused by acts or omissions of the Utility.

If you are receiving a month-to-month plan, you may terminate at any time and no termination fee will apply.

If you terminate during your Initial Term, the following early

termination fees apply: If you are a residential customer, you may terminate at any time; provided that, if you terminate after the Rescission Period and before the end of the Initial Term or any Fixed Rate Renewal Term, the applicable early termination fee in your Enrollment Documentation will apply. 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.

If you are a commercial customer, and terminate before the end of the Initial Term Fixed Rate Renewal Term, unless otherwise stated in your Enrollment Documentation, your early termination 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. Early termination fees may apply if you terminate due to a Change in Law, as discussed in Section 8.

Company-Initiated Termination: The Company may terminate this Agreement at any time, including for any non-payment as allowed by law, by providing you notice at least 15 calendar days in advance, or as required by law. Company may also terminate this Agreement due to a Change in Law that results in an increased cost to Company, or Company is prevented, prohibited, or frustrated from carrying out its intent under this Agreement. Company may also terminate this Agreement as a result of any act beyond Company's reasonable control, if Company is no longer able to serve you, due to a change in business direction, if there is a Change in Usage or your usage exceeds the Usage Thresholds, or if you provide false, inaccurate or misleading information to Company or to the Utility. If it is determined that your usage is greater than the Usage Thresholds, at Company's sole discretion it may require you to sign a new and different form of agreement before accepting you as a customer or continuing to provide Service.

Upon termination of this Agreement either by you or Company, you will return to receiving default service from the Utility unless and until you designate another ESCO or service is shut off by the Utility. The effective date of any termination will be on a date set by your Utility after expiration of the required notice period. Upon any termination, you will remain responsible for all payments and obligations under this Agreement, including any applicable early termination fee, until such effective date of termination. A Utility cannot terminate or interrupt the delivery of Service to you because of any dispute between Company and you, but a Utility may terminate such service for nonpayment of Utility charges in accordance with applicable law. Only the Utility may shut off your electric power or natural gas supply.

6. CUSTOMER RESCISSION: If you are a residential customer you may cancel this Agreement at any time before midnight of the third (3rd) business day following your receipt of this Terms of Service ("Rescission Period") by notifying Company as detailed in Section 18. The Agreement is not legally binding until the three-day confirmation period has expired and you have not, directly or indirectly, rescinded your selection.

7. INDEPENDENT SELLER: Company has received an eligibility letter from the New York Public Service Commission ("NY PSC") to offer and supply Service in New York. You understand that Company is not representing or acting on behalf of any Utility. You understand that you are not required to switch your Service to Company and may remain with your Utility on default service or your current ESCO. If you are enrolled in any Utility or government programs, including low-income programs, enrolling with Company may be prohibited or may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Company. You should contact your Utility for details on the availability and terms of default service.

8. CHANGE IN LAW: If, during the Initial Term or any Renewal Term, any change in, or enactment of, any federal, state, local, or utility legislation, regulatory actions, orders, rules, tariffs, regulations, operating procedure, policies, tariff, riders, fees, pricing structures, market structures, capacity charges, and changes in customer load profiles, ordinance, statute, or law beyond Company's reasonable control ("Change in Law") results in an increased cost to the Company or Company is prevented, prohibited, or frustrated from carrying out its intent under this Agreement, Company can terminate this Agreement with notice to you as required under applicable law.

In addition, any Change in Law or changing business needs may require Company to adjust the terms of this Agreement. If Company adjusts the Fixed Rate and/or other material terms, other than as provided for in Section 8, you will be provided an updated Agreement. If you are a residential customer, or small commercial customer enrolled through door-to-door you must provide your affirmative consent to the changes. If you do not provide affirmative consent or affirmatively terminate within that 30-day notice period, it will be deemed a termination of this Agreement by you. In such case, you will return to receiving default service from the Utility unless and until you designate another ESCO or service is shut off by the Utility. Please see Section 5 for further details regarding termination.

9. SEVERABILITY AND NON-WAIVER: If any portion of this Agreement is declared invalid or unenforceable by final order of a court or any regulatory body having jurisdiction, the remaining portions of this Agreement shall remain in effect and the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible. 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. The provisions of this Agreement concerning payment, limitation of liability and waivers will survive the termination or expiration of this Agreement.

10. BILLING AND PAYMENT: You will receive a single bill from your Utility that will contain Utility's charges and Company's charges. Company's charges reflected on your bill will be determined by multiplying your Rate by your usage and adding any additional taxes or fees as provided herein. The Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur the maximum late payment fee pursuant to law that will be applied in accordance with the Utility's or the Company's billing and payment policies and procedures. Company reserves the right to charge you a minimum usage fee ("MUF") if your usage is: (i) for electricity, less than 500 kWh monthly, or (ii) for natural gas, less than 500 therms/ccf or 50 MCF/MMBtu annually. Prior to charging the MUF or changing the MUF amount, Company will provide you with 30 days' notice. You may choose to terminate this Agreement without penalty within 30 days of the MUF notice by contacting Company directly and citing this provision of the Agreement.
If you have difficulty paying your bill you may be eligible for third party billing or deferred payments or budget billing through your Utility, or budget billing from Company; contact your Utility or Company for details about available programs. In order for Company you provide you with budget billing, you must execute a budget billing enrollment form and agreement with Company.

Company reserves the right to change billing methods. If Company change its billing methods, Company will send you advance written notice in your bills or in a separate mailing thirty (30) days before the effective date of any such change. If Company bills you for Service, any undisputed bill not paid in full by its due date will incur a late payment fee in accordance with Company's billing and payment policies and procedures. IF YOU FAIL TO PROMPTLY PAY UNDER THIS AGREEMENT AND COMPANY INCURS ADDITIONAL FEES AND CHARGES, INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS, IN CONNECTION WITH THE COLLECTION OF PAST-DUE CHARGES, YOU WILL BE LIABLE FOR ALL SUCH FEES AND COSTS. 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. You are responsible for paying and reimbursing Company for all applicable fees.

11. AUTHORIZATIONS: By entering into this Agreement, you authorize your Utility to release to Company your customer information may include, but is not limited to, account contact information, account number, standard offer service type, rate classification, meter number, billing history, payment history, budget billing status, public assistance status, historical and future electricity and/or natural gas usage or demand, meter readings (including, but not limited to, data from advanced meters, if any) and characteristics of your electric and/or natural gas service ("Customer Information"). Customer Information will be used and maintained to service your account under this Agreement and Company will maintain the confidentiality of Customer Information as required by applicable NY PSC regulations and Federal and State laws.

This Agreement provides authorization for 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 Company uses to provide services and rewards to you. Company reserves the right to share your Customer Information with any partner or agent, to the extent permitted by law, that needs to know such information in connection with your Service. To opt out of the release of information to unaffiliated third parties, contact Company as provided in Section 18. If you select such services or rewards from a third party, or elect to bundle or purchase a product apart from Company's Service, 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.

If you provide us with your email address, you are: (i) consenting, where permitted by applicable law, to receiving documents, notices and other communications from us in electronic form, and (ii) required to provide a correct, working email address and notify Company of any change in your email address or any withdrawal of consent for the electronic documents, notices and other communications.

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. If there is a deterioration in your credit rating or if there is an increase in your usage, to continue receiving Service with Company, you may be required to promptly provide cash escrow or deposit, establish an ACH debit relationship with Company, or provide other reasonable assurances to Company to establish your credit worthiness. If a deposit is required, before any deposit is taken, you will be provided notice as to all terms and conditions on such deposit and the amount and the rate of interest paid on the deposit.

If Company bills you and you fail to make payment in a timely fashion, Company has the right to use the services of debt collection agencies, consumer reporting agencies, and other

remedies allowed by law and you will be liable for any associated costs. If you fail to make timely payment, you authorize Company to report the delinquency to one or more credit-reporting agencies.

You agree that by accepting this Agreement and providing your phone number (which may include your wireless number) to Company or its agents or affiliates, Company and its agents or affiliates 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.

All authorizations provided in this shall remain in effect as long as this Agreement (including any Renewal Term) is in effect. You may rescind these authorizations at any time by calling, emailing, or providing written notice to Company as provided in Section 18. Company reserves the right to reject your enrollment or terminate the Agreement if you rescind these authorizations.

12. TITLE; RISK OF LOSS: You and Company agree that title to, control of, and risk of loss of the Service supplied under this Agreement will transfer from Company to you: (i) for electricity, at a point or points on the New York ISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Company to assure service reliability, or (ii) for natural gas, at a point or points located outside of the State of New York selected from time to time by Company to assure service reliability (together "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 pay such tax, as invoiced

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 electricity and/or natural gas 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 electricity and/or natural gas supplies allocated for you, and (ii) as between Company and you, Company will be deemed in exclusive control of the electricity and/or natural gas, and responsible for any damage, injury, charges, transportation fees, costs or losses until the electricity and/or natural gas 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 electricity and/or natural gas and the price of electricity and/or natural gas under this Agreement.

13. ASSIGNMENT: Company may sell, assign, subcontract, transfer, pledge, or delegate your account and all or any part of the rights and/or obligations under this Agreement, including your payment obligations and related revenues to another ESCO or as otherwise allowed by law. You may not assign any of your rights or obligations under the Agreement without Company's prior written consent.

14. NON-RELIANCE: You acknowledge that: (i) you are not relying on any advice, statements, recommendations or representations of Company, other than the written representations in this Agreement; (ii) you understand the risks of entering into this Agreement, including the risk that 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.

15. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT: The Services provided by Company to you are governed by the terms and conditions of this Agreement 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 18. 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.

This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, a state public utility commission. Such agencies can, if the law allows, seek relief against us on your behalf. Regardless of whether you choose to pursue your dispute with the NY PSC, your right to pursue individual arbitration with Company will not be impacted under this Agreement.

"Disputes" are any claims or controversies between you and the Company related in any way to or arising from Company's Services, this Agreement, or any related agreements, including but not limited to, billing, services and practices, pricing, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your Services with Company have terminated. Disputes include any claims that: (i) you bring against 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 Company's Services, this Agreement or any related agreements; or (iii) that 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.

Subject to the Dispute Notice requirement set forth below, You and Company both agree to resolve any and all Disputes only by arbitration or in small claims court (for qualifying claims), subject to specific exceptions listed herein. The parties expressly agree that they are waiving their right to sue in a court of general jurisdiction and that arbitration or small claims court actions are the parties' sole remedies to resolve Disputes. In the event that a claim involving a Dispute does not qualify for small claims court, the parties' sole remedy to resolve the Dispute shall be arbitration in accordance with this Agreement. There is no judge or jury in arbitration, the procedures may be different, and an award in arbitration is subject to very limited review by a court.

Prior to initiating arbitration or a small claims court action, a party must first send to the other, by certified mail, a written notice of dispute ("Dispute Notice"). The Dispute Notice to the Company should be addressed to the notice address listed in Section 18. The Dispute Notice must (i) describe the nature and basis of the claim or Dispute; and (ii) set forth the specific relief sought ("Demand"). The parties will use their best efforts to resolve the Dispute. If Company and you do not reach an agreement to resolve the claim within thirty (30) days after the Dispute Notice is received, you or Company may commence an arbitration or small claims court action.

This Dispute Resolution and Arbitration Agreement is intended to be broadly interpreted. It includes, but is not limited to:

- any and all Disputes, including claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory;
- claims that arose before this or any prior Agreement or contract;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of your Agreement or contract.

WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION: YOU AGREE THAT, BY ENTERING INTO YOUR AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION, AND THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT. NEITHER YOU NOR COMPANY WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND COMPANY AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OF CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR THE COMPANY.

This Dispute Resolution and Arbitration Agreement shall survive termination of your Agreement.

Any arbitration commenced under this Agreement shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. You can elect from one of the following locations for your arbitration hearing: New York City, Albany, or Buffalo New York.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL**. Further, unless both you and Company agree otherwise, 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 this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, (I) VENUE FOR ANY PERMITTED SMALL CLAIMS COURT ACTION OR OTHER 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.

16. LIMITATION OF LIABILITY; WARRANTY; JURY TRIAL WAIVER: YOU AGREE THAT NEITHER COMPANY NOR ANY OF ITS AFFILIATES, CONTRACTORS, OR SUBCONTRACTORS WILL BE LIABLE FOR ANY DAMAGES OR CLAIMS FOR MATTERS WITHIN THE CONTROL OF THE UTILITY, NATURAL GAS PIPELINES OR THE ISO-CONTROLLED ELECTRICITY GRID, INCLUDING MAINTENANCE OF ELECTRIC LINES AND SYSTEMS, NATURAL GAS PIPELINE MAINTENANCE, SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETERIORATION OF SERVICES, METER READINGS, OR INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE DELIVERY OR SUPPLY OF ELECTRICITY OR NATURAL GAS.

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.

NEITHER COMPANY NOR ANY OF ITS AFFILIATES,

CONTRACTORS, OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR ANY FAILURE TO COMMENCE OR TERMINATE POWER OR ENERGY SERVICE ON THE DATE SPECIFIED HEREIN BECAUSE OF ANY FAILURE OR DELAY IN ENROLLING YOU WITH THE UTILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON STATUTE, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM ANY BREACH OR NONPERFORMANCE.

COMPANY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

17. 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") and may terminate this Agreement. Force Majeure Events include but are not limited to damages caused by acts of God, acts of terrorism, sabotage, accidents, strikes, labor troubles, pandemics, maintenance work, inability to access the Utility's system, 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, ISO; or any cause beyond Company's reasonable control.

18. CONTACT INFORMATION: Please use the following information to contact Company with any questions about this Agreement or Company charges on your invoice, to provide all notices under this Agreement, or to resolve any disputes regarding this Agreement.

Name: [Brand_Name]
Address: [Brand_Address]
Phone Number: [Brand_Contact_Phone]
Email Address: [Brand_Contact_Email]
Internet Address: [Brand_Website]

UTILITY: For emergencies relating to your services, such as a power outage or gas leak, or for information about universal service programs, please contact your Utility:

Name: [Utility_Name]
Phone Number: [Utility Phone]

You can also call your local emergency personnel at 911 if the emergency warrants.

For non-emergency matters, including bill payment assistance and weatherization service, please call your Utility at the following number:

Name: [Utility_Name]
Phone Number: [Utility Phone]

New York Public Service Commission:

Internet: dps.ny.gov
Address: Empire State Plaza
Agency Building 3
Albany, NY 12223-1350
Phone: (800) 342-3377
ESCO Hotline 1-888-697-7728

19. NET METERING: If you have or participate in eligible renewable electrical generating facilities to supply all or part of your electricity usage and such facilities are or will be net metered by your Utility, you must notify Company in advance so Company can determine your eligibility and properly serve you**.**

If you use net metering, or if there is a change, or an anticipated or planned change, in the consumption of Services that is materially different than your historical usage, depending on your eligibility and applicable requirements Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

20. ENVIRONMENTAL DISCLOSURE: You understand that an Information Disclosure Label (the "Label") is available on Company's website, and that you have been provided with access to the Label prior to your initiation of Service. You agree that Company will make any required updates to the Label electronically on its website unless otherwise directed by law, regulation or the NY PSC. This Agreement incorporates the information that may be provided to you or made available to you at Company's website, as indicated in Section 18, regarding the approximate generation resource mix and environmental characteristics of electricity supply. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request.

21. RENEWABLE ENERGY:

Renewable Energy Product: If you have elected to purchase a renewable energy plan it will be matched by at least 50% renewable energy from sources eligible under New York law – such as solar, hydroelectric, geothermal, fuel cells, tidal/wave/ocean, and wind, or through alternative compliance payments (ACP). Renewable energy certificates (RECs) represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. The renewable mix provided under this Agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year, but will not exceed 100%. We may meet our requirements under this Agreement: (1) by purchasing RECs from eligible renewable generators through the New York State Generation Attribute Tracking System (NYGATS); (2) by purchasing Tier 1 RECs from New York State Energy Research and Development Authority (NYSERDA).; (3) by procuring RECs from eligible renewable generators through bilateral contracts; (4) by entering into

bundled energy and REC purchase agreements with eligible renewable generators; (5) by making ACP to NYSERDA, or (6) by any other method later authorized under New York law or NYPSC order.

22. WARRANTIES: You represent and warrant to that each of the following is true and accurate:

1. You are at least 18 years old and fully authorized to enter into this Agreement.
2. You are 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
3. You are either a residential customer (i.e., a person who receives electric and/or natural gas service under a residential rate classification) or small commercial customer (i.e., a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service or natural gas under a small commercial, small industrial or small business rate classification, and whose Usage is within the Usage Thresholds);
4. You are duly qualified to transact business in the State of New York;
5. The person who made the enrollment authorization is either you or your duly authorized representative who has the power to make valid and binding decisions on your behalf regarding your purchase of electric generation services and natural gas supply service.
6. You have received a copy of the Agreement read it and understand its contents.

23. MISCELLANEOUS: 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.

24. VALUE-ADDED PRODUCTS: The following value-added products apply to your Agreement. [INCLUDED, AS APPLICABLE, ONLY IF VALUE-ADDED PRODUCT SELECTED]

- AC Protect Plan: While enrolled in your Initial Term of the AC Protect Plan (as indicated above), you will receive a service plan that covers: (i) the repair and/or replacement of covered parts of your heating and air conditioning system which break as a result from normal wear and tear of equipment, and (ii) repairs to your home's internal electrical lines ("Service Plan"). Following your enrollment, you will receive a welcome kit for Cinch Home Services, Inc. that includes the detailed terms & conditions of the Service Plan, which is issued by HomeSure of America, Inc. The benefits of the Service Plan are:
- Heating and air conditioning coverage: The Service Plan provides coverage for up to 10 heating and air conditioning units in the home up to a maximum of $2,500 for parts and labor per annual term, with a per claim event limit of $500. Inside electrical line coverage: The Service Plan provides coverage for outlets, switches, fuses, breakers main panel and the inside wiring up to a maximum of $1,000 for parts and labor per annual terms, with a per claim event limit of $500. A $60 deductible is applicable for each claim or service call.
- 17-Point Maintenance Check: Get one annual heating or cooling system preventative maintenance check (with no deductible due at time of visit).
- Covered systems must be in good working order at time of activation. Non-covered and incidental charges may apply to certain repairs and replacements.

[INCLUDED ONLY IF WARRANTY PRODUCT SELECTED]

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer

ESCO Consumer 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 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. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am - 4:00 pm); by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at http://www.dps.ny.gov.

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

Warranty - Fixed Rate

NYG&E
New York Gas & Electric

NYG&E Energy Disclosure Statement

Joe Customer, 1100 Anywhere, Athens, NY 12015, 00012345

Price	$.0XXX per kWh
Price Structure	You selected a Fixed Rate.
Contract Term/Length	Your Initial Term will be XX monthly billing cycles once the utility switches your account to NYG&E.
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 NYG&E at 888-947-7899.
Early Termination Fees	Your early termination fee is $XX. The early termination fee will be no greater than $100 if the remaining term is less than 12 months and $200 if the remaining term is 12 months or more.
Late Fees/Account Management 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	Prior to the end of your Initial Term, you will receive a notice regarding your future product options. If NYG&E elects to renew your Agreement, unless otherwise agreed to upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly Variable Rate product that guarantees savings in relation to what the customer would have paid as a full-service customer of the Utility with no change to the remaining terms. At least 30 days and no more than 60 days prior to the renewal date, Company will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement. Company must receive your express consent to accept a new offer. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial Term.
Statement Regarding Savings	The AC Protect Plan does not provide guaranteed savings.

Warranty - Fixed Rate

New York Residential and Small Commercial Terms of Service

[Brand_Legal_Entity] ("Company") is an energy services company ("ESCO") in New York (ESCO Code [Brand ESCO Code]) and agrees to sell, and you agree to buy, your full requirements for electric supply service and/or natural gas supply service ("Service") at the price(s) provided in your rate plan, disclosure statement, recorded verification or welcome package ("Enrollment Documentation") and pursuant to the terms and conditions specified in this contract, the purpose of which is to authorize a change in your Service to Company (the "Agreement"). This Agreement governs your Service at the account number and street address that you have specified in your Enrollment Documentation and that Company has agreed to serve and supersedes any oral or written statements and all prior and contemporaneous negotiations made in connection with this Agreement or the supply of your Service. A signature on a sales agreement or electronic acceptance of a sales agreement is an agreement to initiate service and begin enrollment. You will be bound by all the provisions of the Agreement, as they may be amended from time to time upon advance notice to you. The prices and terms of this Agreement are subject to change as provided below. This Agreement is subject to the eligibility requirements of your local distribution company ("Utility") and Company may choose not to accept this Agreement for any reason. In addition, Company has the right to refuse or terminate Service, and recover costs, if any, of your usage exceeds the Usage Thresholds. The "Usage Thresholds" applicable to electricity are: (i) for residential and small commercial customers, peak demand greater than 25 kW over any 12-month period, and (ii) for all other customers: 1,000,000 kWh over any 12-month period. The "Usage Thresholds" applicable to natural gas are: (i) for residential and small commercial customers, usage exceeding 10,000 ccfs per month or 90,000 therms (or the equivalent Ccf or Mcf) over any 12-month period, and (ii) for all other customers: usage greater than 100,000 therms (or the equivalent Ccf or Mcf) over any 12-month period. If your consumption of Service is materially different than your historical usage ("Change in Usage"), Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

Please review the Agreement 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 as detailed in Section 18. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement.

1. PRICING: You hereby designate Company as your agent for the purpose of arranging, contracting for, and administering transmission and transportation services (including those provided by your Utility) for the delivery of Service. Your Utility will continue to deliver the Service to you. Your Utility will also respond to leaks and emergencies and provide other traditional utility services. Switching to Company will not impact your Service reliability.

If you have chosen natural gas Service, you hereby designate Company as your agent to: (i) arrange 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); (ii) nominate and schedule with the interstate pipelines the transportation of your natural gas from the Sales Points (defined herein) to your Utility's city gate station ("Delivery Points"), and with your Utility for the transportation of your natural gas from the Delivery Points to your premises; and (iii) 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. As your agent, Company will schedule the delivery of a quantity of natural gas at the Sales Points necessary to meet your city gate 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 from the Sales Points to the Delivery Points, and from the Delivery Points to your premises. You understand that Company's ability to provide Service is subject to Company meeting the Utility's requirements for operating in its territory, such as meeting any applicable pooling requirements. If Company does not meet the Utility's pooling requirement, Company will: (i) hold your enrollment until it meets the Utility's pooling requirement; or (ii) notify you that is unable to provide you with Service, resulting in the termination of this Agreement.

Company does not charge any fee for you to switch to receive the Service pursuant to this Agreement. Please note that some products have specific fees related to the product or plan you choose which are detailed in your Enrollment Documentation; these fees are not switching fees.

Except as otherwise provided in this Agreement or as required by law, all taxes of any kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are tax exempt, you must furnish Company an exemption certificate before your Service commences. The Service under this Agreement will be measured at the delivery point by your Utility providing the delivery service in accordance with the terms of the applicable tariff.

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's and the current month's Rate. If your Service charges are based on estimated usage, 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.

You understand that unless you have been offered a Rate in writing confirmed by the Company that expressly provides otherwise, there are no guaranteed savings and your Rate may be higher than the Utility's rate in any given month. Your

Rate includes transmission charges (if applicable). Your Rate 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 Service.

2. TERM: Company will begin supplying your Service when your Utility switches your account to Company. The initial term of this Agreement will begin on a date set by your Utility and continue for the length specified in your Enrollment Documentation ("Initial Term"). Your Initial 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 or another ESCO to Company, but there may be a delay before the Utility switches your Service 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. RATE PLAN: Please refer to your Enrollment Documentation, which are part of this Agreement, to determine which rate type plan applies to you.

Fixed Rate. If you have selected a fixed rate, you will pay a fixed rate for Service indicated in your Enrollment Documentation or Renewal Notice for the length of the Initial Term or Renewal Term ("Fixed Rate"), and may be modified due to a subsequent Change in Law as explained in Section 8.

Variable Rate. If you have selected a variable rate, the rate for Service for your first billing period is indicated in your Enrollment Documentation. Variable Rates may change on each monthly bill cycle and may be higher or lower each month based on business and market conditions ("Variable Rate"). 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 and balancing costs, projected average 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 regional transmission organization ("ISO") costs, capacity costs, transmission costs, line loss costs, Reliability Must Run ("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.

Your Variable Rate may change each billing cycle and there is no limit on how much your Variable Rate may change from one billing cycle to the next. Historical pricing is not indicative of present or future pricing. The Variable Rate may be lower or higher than the Fixed Rate, fixed rates offered by Company, the Utility's pricing or "price to compare", rates offered by other ESCOs, and wholesale market rates, and, furthermore, the Variable Rate may not fluctuate in relation to any of the aforementioned rates.

The Company may reference either a Fixed Rate or Variable Rate in this Agreement as "Rate".

4. RENEWAL: If you are on a Fixed Rate plan and Company elects to renew your Service, you will receive notice from Company between thirty (30) and sixty (60) days prior to the end of your Term ("Renewal Notice") regarding the terms of the renewal of this Agreement, and your right to renew, reject or renegotiate the Agreement. The Renewal Notice will contain information regarding a renewal product and if you do not affirmatively select a product offering, 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. 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. 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. Your first Term after signing a new agreement with Company will be deemed your "Initial Term." Any period after your Initial Term will be deemed the "Renewal Term". UNLESS YOU INFORM COMPANY IN WRITING OR BY TELEPHONE AS PROVIDED IN SECTION 18 THAT YOU DECLINE TO RENEW THIS AGREEMENT UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE, THIS AGREEMENT WILL RENEW UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE. YOUR RENEWAL TERM MAY NOT INCLUDE VALUE-ADDED PRODUCTS ASSOCIATED WITH YOUR INITIAL TERM.

5. EARLY TERMINATION OF CONTRACT: Customer-Initiated Termination: You may terminate this Agreement as described below. Upon cancellation of the agreement, the Company shall provide a cancellation number.

To terminate this Agreement you must: (i) notify Company as detailed in Section 18; or (ii) notify the Utility that you would like to return to default service from the Utility. To terminate Service, you do not need to contact both Company and your Utility, you may contact one or the other. During the Initial Term or any subsequent Renewal Term of this Agreement, if you contact Company to terminate, Company will promptly notify the Utility, and the termination will then be effective on a date set by your Utility; however, Company is not responsible for any delays in the termination process that are caused by acts or omissions of the Utility.

If you are receiving a month-to-month plan, you may terminate at any time and no termination fee will apply.

If you terminate during your Initial Term, the following early

termination fees apply: If you are a residential customer, you may terminate at any time; provided that, if you terminate after the Rescission Period and before the end of the Initial Term or any Fixed Rate Renewal Term, the applicable early termination fee in your Enrollment Documentation will apply. 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.

If you are a commercial customer, and terminate before the end of the Initial Term Fixed Rate Renewal Term, unless otherwise stated in your Enrollment Documentation, your early termination 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. Early termination fees may apply if you terminate due to a Change in Law, as discussed in Section 8.

Company-Initiated Termination: The Company may terminate this Agreement at any time, including for any non-payment as allowed by law, by providing you notice at least 15 calendar days in advance, or as required by law. Company may also terminate this Agreement due to a Change in Law that results in an increased cost to Company, or Company is prevented, prohibited, or frustrated from carrying out its intent under this Agreement. Company may also terminate this Agreement as a result of any act beyond Company's reasonable control, if Company is no longer able to serve you, due to a change in business direction, if there is a Change in Usage or your usage exceeds the Usage Thresholds, or if you provide false, inaccurate or misleading information to Company or to the Utility. If it is determined that your usage is greater than the Usage Thresholds, at Company's sole discretion it may require you to sign a new and different form of agreement before accepting you as a customer or continuing to provide Service.

Upon termination of this Agreement either by you or Company, you will return to receiving default service from the Utility unless and until you designate another ESCO or service is shut off by the Utility. The effective date of any termination will be on a date set by your Utility after expiration of the required notice period. Upon any termination, you will remain responsible for all payments and obligations under this Agreement, including any applicable early termination fee, until such effective date of termination. A Utility cannot terminate or interrupt the delivery of Service to you because of any dispute between Company and you, but a Utility may terminate such service for nonpayment of Utility charges in accordance with applicable law. Only the Utility may shut off your electric power or natural gas supply.

6. CUSTOMER RESCISSION: If you are a residential customer you may cancel this Agreement at any time before midnight of the third (3rd) business day following your receipt of this Terms of Service ("Rescission Period") by notifying Company as detailed in Section 18. The Agreement is not legally binding until the three-day confirmation period has expired and you have not, directly or indirectly, rescinded your selection.

7. INDEPENDENT SELLER: Company has received an eligibility letter from the New York Public Service Commission ("NY PSC") to offer and supply Service in New York. You understand that Company is not representing or acting on behalf of any Utility. You understand that you are not required to switch your Service to Company and may remain with your Utility on default service or your current ESCO. If you are enrolled in any Utility or government programs, including low-income programs, enrolling with Company may be prohibited or may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Company. You should contact your Utility for details on the availability and terms of default service.

8. CHANGE IN LAW: If, during the Initial Term or any Renewal Term, any change in, or enactment of, any federal, state, local, or utility legislation, regulatory actions, orders, rules, tariffs, regulations, operating procedure, policies, tariff, riders, fees, pricing structures, market structures, capacity charges, and changes in customer load profiles, ordinance, statute, or law beyond Company's reasonable control ("Change in Law") results in an increased cost to the Company or Company is prevented, prohibited, or frustrated from carrying out its intent under this Agreement, Company can terminate this Agreement with notice to you as required under applicable law.

In addition, any Change in Law or changing business needs may require Company to adjust the terms of this Agreement. If Company adjusts the Fixed Rate and/or other material terms, other than as provided for in Section 8, you will be provided an updated Agreement. If you are a residential customer, or small commercial customer enrolled through door-to-door you must provide your affirmative consent to the changes. If you do not provide affirmative consent or affirmatively terminate within that 30-day notice period, it will be deemed a termination of this Agreement by you. In such case, you will return to receiving default service from the Utility unless and until you designate another ESCO or service is shut off by the Utility. Please see Section 5 for further details regarding termination.

9. SEVERABILITY AND NON-WAIVER: If any portion of this Agreement is declared invalid or unenforceable by final order of a court or any regulatory body having jurisdiction, the remaining portions of this Agreement shall remain in effect and the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible. 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. The provisions of this Agreement concerning payment, limitation of liability and waivers will survive the termination or expiration of this Agreement.

10. BILLING AND PAYMENT: You will receive a single bill from your Utility that will contain Utility's charges and Company's charges. Company's charges reflected on your bill will be determined by multiplying your Rate by your usage and adding any additional taxes or fees as provided herein. The Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur the maximum late payment fee pursuant to law that will be applied in accordance with the Utility's or the Company's billing and payment policies and procedures. Company reserves the right to charge you a minimum usage fee ("MUF") if your usage is: (i) for electricity, less than 500 kWh monthly, or (ii) for natural gas, less than 500 therms/ccf or 50 MCF/MMBtu annually. Prior to charging the MUF or changing the MUF amount, Company will provide you with 30 days' notice. You may choose to terminate this Agreement without penalty within 30 days of the MUF notice by contacting Company directly and citing this provision of the Agreement.
If you have difficulty paying your bill you may be eligible for third party billing or deferred payments or budget billing through your Utility, or budget billing from Company; contact your Utility or Company for details about available programs. In order for Company you provide you with budget billing, you must execute a budget billing enrollment form and agreement with Company.

Company reserves the right to change billing methods. If Company change its billing methods, Company will send you advance written notice in your bills or in a separate mailing thirty (30) days before the effective date of any such change. If Company bills you for Service, any undisputed bill not paid in full by its due date will incur a late payment fee in accordance with Company's billing and payment policies and procedures. IF YOU FAIL TO PROMPTLY PAY UNDER THIS AGREEMENT AND COMPANY INCURS ADDITIONAL FEES AND CHARGES, INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS, IN CONNECTION WITH THE COLLECTION OF PAST-DUE CHARGES, YOU WILL BE LIABLE FOR ALL SUCH FEES AND COSTS. 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. You are responsible for paying and reimbursing Company for all applicable fees.

11. AUTHORIZATIONS: By entering into this Agreement, you authorize your Utility to release to Company your customer information may include, but is not limited to, account contact information, account number, standard offer service type, rate classification, meter number, billing history, payment history, budget billing status, public assistance status, historical and future electricity and/or natural gas usage or demand, meter readings (including, but not limited to, data from advanced meters, if any) and characteristics of your electric and/or natural gas service ("Customer Information"). Customer Information will be used and maintained to service your account under this Agreement and Company will maintain the confidentiality of Customer Information as required by applicable NY PSC regulations and Federal and State laws.

This Agreement provides authorization for 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 Company uses to provide services and rewards to you. Company reserves the right to share your Customer Information with any partner or agent, to the extent permitted by law, that needs to know such information in connection with your Service. To opt out of the release of information to unaffiliated third parties, contact Company as provided in Section 18. If you select such services or rewards from a third party, or elect to bundle or purchase a product apart from Company's Service, 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.

If you provide us with your email address, you are: (i) consenting, where permitted by applicable law, to receiving documents, notices and other communications from us in electronic form, and (ii) required to provide a correct, working email address and notify Company of any change in your email address or any withdrawal of consent for the electronic documents, notices and other communications.

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. If there is a deterioration in your credit rating or if there is an increase in your usage, to continue receiving Service with Company, you may be required to promptly provide cash escrow or deposit, establish an ACH debit relationship with Company, or provide other reasonable assurances to Company to establish your credit worthiness. If a deposit is required, before any deposit is taken, you will be provided notice as to all terms and conditions on such deposit and the amount and the rate of interest paid on the deposit.

If Company bills you and you fail to make payment in a timely fashion, Company has the right to use the services of debt collection agencies, consumer reporting agencies, and other

remedies allowed by law and you will be liable for any associated costs. If you fail to make timely payment, you authorize Company to report the delinquency to one or more credit-reporting agencies.

You agree that by accepting this Agreement and providing your phone number (which may include your wireless number) to Company or its agents or affiliates, Company and its agents or affiliates 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.

All authorizations provided in this shall remain in effect as long as this Agreement (including any Renewal Term) is in effect. You may rescind these authorizations at any time by calling, emailing, or providing written notice to Company as provided in Section 18. Company reserves the right to reject your enrollment or terminate the Agreement if you rescind these authorizations.

12. TITLE; RISK OF LOSS: You and Company agree that title to, control of, and risk of loss of the Service supplied under this Agreement will transfer from Company to you: (i) for electricity, at a point or points on the New York ISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Company to assure service reliability, or (ii) for natural gas, at a point or points located outside of the State of New York selected from time to time by Company to assure service reliability (together "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 pay such tax, as invoiced

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 electricity and/or natural gas 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 electricity and/or natural gas supplies allocated for you, and (ii) as between Company and you, Company will be deemed in exclusive control of the electricity and/or natural gas, and responsible for any damage, injury, charges, transportation fees, costs or losses until the electricity and/or natural gas 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 electricity and/or natural gas and the price of electricity and/or natural gas under this Agreement.

13. ASSIGNMENT: Company may sell, assign, subcontract, transfer, pledge, or delegate your account and all or any part of the rights and/or obligations under this Agreement, including your payment obligations and related revenues to another ESCO or as otherwise allowed by law. You may not assign any of your rights or obligations under the Agreement without Company's prior written consent.

14. NON-RELIANCE: You acknowledge that: (i) you are not relying on any advice, statements, recommendations or representations of Company, other than the written representations in this Agreement; (ii) you understand the risks of entering into this Agreement, including the risk that 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.

15. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT: The Services provided by Company to you are governed by the terms and conditions of this Agreement 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 18. 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.

This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, a state public utility commission. Such agencies can, if the law allows, seek relief against us on your behalf. Regardless of whether you choose to pursue your dispute with the NY PSC, your right to pursue individual arbitration with Company will not be impacted under this Agreement.

"Disputes" are any claims or controversies between you and the Company related in any way to or arising from Company's Services, this Agreement, or any related agreements, including but not limited to, billing, services and practices, pricing, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your Services with Company have terminated. Disputes include any claims that: (i) you bring against 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 Company's Services, this Agreement or any related agreements; or (iii) that 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.

Subject to the Dispute Notice requirement set forth below, You and Company both agree to resolve any and all Disputes only by arbitration or in small claims court (for qualifying claims), subject to specific exceptions listed herein. The parties expressly agree that they are waiving their right to sue in a court of general jurisdiction and that arbitration or small claims court actions are the parties' sole remedies to resolve Disputes. In the event that a claim involving a Dispute does not qualify for small claims court, the parties' sole remedy to resolve the Dispute shall be arbitration in accordance with this Agreement. There is no judge or jury in arbitration, the procedures may be different, and an award in arbitration is subject to very limited review by a court.

Prior to initiating arbitration or a small claims court action, a party must first send to the other, by certified mail, a written notice of dispute ("Dispute Notice"). The Dispute Notice to the Company should be addressed to the notice address listed in Section 18. The Dispute Notice must (i) describe the nature and basis of the claim or Dispute; and (ii) set forth the specific relief sought ("Demand"). The parties will use their best efforts to resolve the Dispute. If Company and you do not reach an agreement to resolve the claim within thirty (30) days after the Dispute Notice is received, you or Company may commence an arbitration or small claims court action.

This Dispute Resolution and Arbitration Agreement is intended to be broadly interpreted. It includes, but is not limited to:

- any and all Disputes, including claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory;
- claims that arose before this or any prior Agreement or contract;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of your Agreement or contract.

WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION: YOU AGREE THAT, BY ENTERING INTO YOUR AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION, AND THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT. NEITHER YOU NOR COMPANY WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND COMPANY AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OF CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR THE COMPANY.

This Dispute Resolution and Arbitration Agreement shall survive termination of your Agreement.

Any arbitration commenced under this Agreement shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. You can elect from one of the following locations for your arbitration hearing: New York City, Albany, or Buffalo New York.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL**. Further, unless both you and Company agree otherwise, 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 this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, (I) VENUE FOR ANY PERMITTED SMALL CLAIMS COURT ACTION OR OTHER 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.

16. LIMITATION OF LIABILITY; WARRANTY; JURY TRIAL WAIVER: YOU AGREE THAT NEITHER COMPANY NOR ANY OF ITS AFFILIATES, CONTRACTORS, OR SUBCONTRACTORS WILL BE LIABLE FOR ANY DAMAGES OR CLAIMS FOR MATTERS WITHIN THE CONTROL OF THE UTILITY, NATURAL GAS PIPELINES OR THE ISO-CONTROLLED ELECTRICITY GRID, INCLUDING MAINTENANCE OF ELECTRIC LINES AND SYSTEMS, NATURAL GAS PIPELINE MAINTENANCE, SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETERIORATION OF SERVICES, METER READINGS, OR INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE DELIVERY OR SUPPLY OF ELECTRICITY OR NATURAL GAS.

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.

NEITHER COMPANY NOR ANY OF ITS AFFILIATES,

CONTRACTORS, OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR ANY FAILURE TO COMMENCE OR TERMINATE POWER OR ENERGY SERVICE ON THE DATE SPECIFIED HEREIN BECAUSE OF ANY FAILURE OR DELAY IN ENROLLING YOU WITH THE UTILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON STATUTE, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM ANY BREACH OR NONPERFORMANCE.

COMPANY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

17. 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") and may terminate this Agreement. Force Majeure Events include but are not limited to damages caused by acts of God, acts of terrorism, sabotage, accidents, strikes, labor troubles, pandemics, maintenance work, inability to access the Utility's system, 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, ISO; or any cause beyond Company's reasonable control.

18. CONTACT INFORMATION: Please use the following information to contact Company with any questions about this Agreement or Company charges on your invoice, to provide all notices under this Agreement, or to resolve any disputes regarding this Agreement.

Name: [Brand_Name]
Address: [Brand_Address]
Phone Number: [Brand_Contact_Phone]
Email Address: [Brand_Contact_Email]
Internet Address: [Brand_Website]

UTILITY: For emergencies relating to your services, such as a power outage or gas leak, or for information about universal service programs, please contact your Utility:

Name: [Utility_Name]
Phone Number: [Utility Phone]

You can also call your local emergency personnel at 911 if the emergency warrants.

For non-emergency matters, including bill payment assistance and weatherization service, please call your Utility at the following number:

Name: [Utility_Name]
Phone Number: [Utility Phone]

New York Public Service Commission:

Internet: dps.ny.gov
Address: Empire State Plaza
Agency Building 3
Albany, NY 12223-1350
Phone: (800) 342-3377
ESCO Hotline 1-888-697-7728

19. NET METERING: If you have or participate in eligible renewable electrical generating facilities to supply all or part of your electricity usage and such facilities are or will be net metered by your Utility, you must notify Company in advance so Company can determine your eligibility and properly serve you**.**

If you use net metering, or if there is a change, or an anticipated or planned change, in the consumption of Services that is materially different than your historical usage, depending on your eligibility and applicable requirements Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

20. ENVIRONMENTAL DISCLOSURE: You understand that an Information Disclosure Label (the "Label") is available on Company's website, and that you have been provided with access to the Label prior to your initiation of Service. You agree that Company will make any required updates to the Label electronically on its website unless otherwise directed by law, regulation or the NY PSC. This Agreement incorporates the information that may be provided to you or made available to you at Company's website, as indicated in Section 18, regarding the approximate generation resource mix and environmental characteristics of electricity supply. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request.

21. RENEWABLE ENERGY:

Renewable Energy Product: If you have elected to purchase a renewable energy plan it will be matched by at least 50% renewable energy from sources eligible under New York law – such as solar, hydroelectric, geothermal, fuel cells, tidal/wave/ocean, and wind, or through alternative compliance payments (ACP). Renewable energy certificates (RECs) represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. The renewable mix provided under this Agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year, but will not exceed 100%. We may meet our requirements under this Agreement: (1) by purchasing RECs from eligible renewable generators through the New York State Generation Attribute Tracking System (NYGATS); (2) by purchasing Tier 1 RECs from New York State Energy Research and Development Authority (NYSERDA).; (3) by procuring RECs from eligible renewable generators through bilateral contracts; (4) by entering into

bundled energy and REC purchase agreements with eligible renewable generators; (5) by making ACP to NYSERDA, or (6) by any other method later authorized under New York law or NYPSC order.

22. WARRANTIES: You represent and warrant to that each of the following is true and accurate:

1. You are at least 18 years old and fully authorized to enter into this Agreement.
2. You are 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
3. You are either a residential customer (i.e., a person who receives electric and/or natural gas service under a residential rate classification) or small commercial customer (i.e., a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service or natural gas under a small commercial, small industrial or small business rate classification, and whose Usage is within the Usage Thresholds);
4. You are duly qualified to transact business in the State of New York;
5. The person who made the enrollment authorization is either you or your duly authorized representative who has the power to make valid and binding decisions on your behalf regarding your purchase of electric generation services and natural gas supply service.
6. You have received a copy of the Agreement read it and understand its contents.

23. MISCELLANEOUS: 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.

24. VALUE-ADDED PRODUCTS: The following value-added products apply to your Agreement. [INCLUDED, AS APPLICABLE, ONLY IF VALUE-ADDED PRODUCT SELECTED]

- AC Protect Plan: While enrolled in your Initial Term of the AC Protect Plan (as indicated above), you will receive a service plan that covers: (i) the repair and/or replacement of covered parts of your heating and air conditioning system which break as a result from normal wear and tear of equipment, and (ii) repairs to your home's internal electrical lines ("Service Plan"). Following your enrollment, you will receive a welcome kit for Cinch Home Services, Inc. that includes the detailed terms & conditions of the Service Plan, which is issued by HomeSure of America, Inc. The benefits of the Service Plan are:
- Heating and air conditioning coverage: The Service Plan provides coverage for up to 10 heating and air conditioning units in the home up to a maximum of $2,500 for parts and labor per annual term, with a per claim event limit of $500. Inside electrical line coverage: The Service Plan provides coverage for outlets, switches, fuses, breakers main panel and the inside wiring up to a maximum of $1,000 for parts and labor per annual terms, with a per claim event limit of $500. A $60 deductible is applicable for each claim or service call.
- 17-Point Maintenance Check: Get one annual heating or cooling system preventative maintenance check (with no deductible due at time of visit).
- Covered systems must be in good working order at time of activation. Non-covered and incidental charges may apply to certain repairs and replacements.

[INCLUDED ONLY IF WARRANTY PRODUCT SELECTED]

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer

ESCO Consumer 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 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. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am - 4:00 pm); by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at http://www.dps.ny.gov.

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

Warranty - Variable Rate

NYG&E
New York Gas & Electric

NYG&E Energy Disclosure Statement

Joe Customer, 1100 Anywhere, Athens, NY 12015, 00012345

Price	$.0XXX per kWh for the first month of service
Price Structure	You selected a Variable Rate Product. Variable Rates change 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. Your variable 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.
Contract Term/Length	Your Term will continue Month-to-Month once your utility switches your account to NYG&E.
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 NYG&E at 888-947-7899.
Early Termination Fees	None.
Late Fees/Account Management 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	Your Variable Rate Product Agreement will automatically continue month-to-month until terminated.
Statement Regarding Savings	The AC Protect Plan does not provide guaranteed savings.

NY RSS 20230131

Warranty - Variable Rate

New York Residential and Small Commercial Terms of Service

[Brand_Legal_Entity] ("Company") is an energy services company ("ESCO") in New York (ESCO Code [Brand ESCO Code]) and agrees to sell, and you agree to buy, your full requirements for electric supply service and/or natural gas supply service ("Service") at the price(s) provided in your rate plan, disclosure statement, recorded verification or welcome package ("Enrollment Documentation") and pursuant to the terms and conditions specified in this contract, the purpose of which is to authorize a change in your Service to Company (the "Agreement"). This Agreement governs your Service at the account number and street address that you have specified in your Enrollment Documentation and that Company has agreed to serve and supersedes any oral or written statements and all prior and contemporaneous negotiations made in connection with this Agreement or the supply of your Service. A signature on a sales agreement or electronic acceptance of a sales agreement is an agreement to initiate service and begin enrollment. You will be bound by all the provisions of the Agreement, as they may be amended from time to time upon advance notice to you. The prices and terms of this Agreement are subject to change as provided below. This Agreement is subject to the eligibility requirements of your local distribution company ("Utility") and Company may choose not to accept this Agreement for any reason. In addition, Company has the right to refuse or terminate Service, and recover costs, if any, of your usage exceeds the Usage Thresholds. The "Usage Thresholds" applicable to electricity are: (i) for residential and small commercial customers, peak demand greater than 25 kW over any 12-month period, and (ii) for all other customers: 1,000,000 kWh over any 12-month period. The "Usage Thresholds" applicable to natural gas are: (i) for residential and small commercial customers, usage exceeding 10,000 ccfs per month or 90,000 therms (or the equivalent Ccf or Mcf) over any 12-month period, and (ii) for all other customers: usage greater than 100,000 therms (or the equivalent Ccf or Mcf) over any 12-month period. If your consumption of Service is materially different than your historical usage ("Change in Usage"), Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

Please review the Agreement 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 as detailed in Section 18. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement.

1. PRICING: You hereby designate Company as your agent for the purpose of arranging, contracting for, and administering transmission and transportation services (including those provided by your Utility) for the delivery of Service. Your Utility will continue to deliver the Service to you. Your Utility will also respond to leaks and emergencies and provide other traditional utility services. Switching to Company will not impact your Service reliability.

If you have chosen natural gas Service, you hereby designate Company as your agent to: (i) arrange 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); (ii) nominate and schedule with the interstate pipelines the transportation of your natural gas from the Sales Points (defined herein) to your Utility's city gate station ("Delivery Points"), and with your Utility for the transportation of your natural gas from the Delivery Points to your premises; and (iii) 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. As your agent, Company will schedule the delivery of a quantity of natural gas at the Sales Points necessary to meet your city gate 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 from the Sales Points to the Delivery Points, and from the Delivery Points to your premises. You understand that Company's ability to provide Service is subject to Company meeting the Utility's requirements for operating in its territory, such as meeting any applicable pooling requirements. If Company does not meet the Utility's pooling requirement, Company will: (i) hold your enrollment until it meets the Utility's pooling requirement; or (ii) notify you that is unable to provide you with Service, resulting in the termination of this Agreement.

Company does not charge any fee for you to switch to receive the Service pursuant to this Agreement. Please note that some products have specific fees related to the product or plan you choose which are detailed in your Enrollment Documentation; these fees are not switching fees.

Except as otherwise provided in this Agreement or as required by law, all taxes of any kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are tax exempt, you must furnish Company an exemption certificate before your Service commences. The Service under this Agreement will be measured at the delivery point by your Utility providing the delivery service in accordance with the terms of the applicable tariff.

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's and the current month's Rate. If your Service charges are based on estimated usage, 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.

You understand that unless you have been offered a Rate in writing confirmed by the Company that expressly provides otherwise, there are no guaranteed savings and your Rate may be higher than the Utility's rate in any given month. Your

Rate includes transmission charges (if applicable). Your Rate 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 Service.

2. TERM: Company will begin supplying your Service when your Utility switches your account to Company. The initial term of this Agreement will begin on a date set by your Utility and continue for the length specified in your Enrollment Documentation ("Initial Term"). Your Initial 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 or another ESCO to Company, but there may be a delay before the Utility switches your Service 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. RATE PLAN: Please refer to your Enrollment Documentation, which are part of this Agreement, to determine which rate type plan applies to you.

Fixed Rate. If you have selected a fixed rate, you will pay a fixed rate for Service indicated in your Enrollment Documentation or Renewal Notice for the length of the Initial Term or Renewal Term ("Fixed Rate"), and may be modified due to a subsequent Change in Law as explained in Section 8.

Variable Rate. If you have selected a variable rate, the rate for Service for your first billing period is indicated in your Enrollment Documentation. Variable Rates may change on each monthly bill cycle and may be higher or lower each month based on business and market conditions ("Variable Rate"). 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 and balancing costs, projected average 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 regional transmission organization ("ISO") costs, capacity costs, transmission costs, line loss costs, Reliability Must Run ("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.

Your Variable Rate may change each billing cycle and there is no limit on how much your Variable Rate may change from one billing cycle to the next. Historical pricing is not indicative of present or future pricing. The Variable Rate may be lower or higher than the Fixed Rate, fixed rates offered by Company, the Utility's pricing or "price to compare", rates offered by other ESCOs, and wholesale market rates, and, furthermore, the Variable Rate may not fluctuate in relation to any of the aforementioned rates.

The Company may reference either a Fixed Rate or Variable Rate in this Agreement as "Rate".

4. RENEWAL: If you are on a Fixed Rate plan and Company elects to renew your Service, you will receive notice from Company between thirty (30) and sixty (60) days prior to the end of your Term ("Renewal Notice") regarding the terms of the renewal of this Agreement, and your right to renew, reject or renegotiate the Agreement. The Renewal Notice will contain information regarding a renewal product and if you do not affirmatively select a product offering, 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. 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. 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. Your first Term after signing a new agreement with Company will be deemed your "Initial Term." Any period after your Initial Term will be deemed the "Renewal Term". UNLESS YOU INFORM COMPANY IN WRITING OR BY TELEPHONE AS PROVIDED IN SECTION 18 THAT YOU DECLINE TO RENEW THIS AGREEMENT UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE, THIS AGREEMENT WILL RENEW UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE. YOUR RENEWAL TERM MAY NOT INCLUDE VALUE-ADDED PRODUCTS ASSOCIATED WITH YOUR INITIAL TERM.

5. EARLY TERMINATION OF CONTRACT: Customer-Initiated Termination: You may terminate this Agreement as described below. Upon cancellation of the agreement, the Company shall provide a cancellation number.

To terminate this Agreement you must: (i) notify Company as detailed in Section 18; or (ii) notify the Utility that you would like to return to default service from the Utility. To terminate Service, you do not need to contact both Company and your Utility, you may contact one or the other. During the Initial Term or any subsequent Renewal Term of this Agreement, if you contact Company to terminate, Company will promptly notify the Utility, and the termination will then be effective on a date set by your Utility; however, Company is not responsible for any delays in the termination process that are caused by acts or omissions of the Utility.

If you are receiving a month-to-month plan, you may terminate at any time and no termination fee will apply.

If you terminate during your Initial Term, the following early

termination fees apply: If you are a residential customer, you may terminate at any time; provided that, if you terminate after the Rescission Period and before the end of the Initial Term or any Fixed Rate Renewal Term, the applicable early termination fee in your Enrollment Documentation will apply. 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.

If you are a commercial customer, and terminate before the end of the Initial Term Fixed Rate Renewal Term, unless otherwise stated in your Enrollment Documentation, your early termination 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. Early termination fees may apply if you terminate due to a Change in Law, as discussed in Section 8.

Company-Initiated Termination: The Company may terminate this Agreement at any time, including for any non-payment as allowed by law, by providing you notice at least 15 calendar days in advance, or as required by law. Company may also terminate this Agreement due to a Change in Law that results in an increased cost to Company, or Company is prevented, prohibited, or frustrated from carrying out its intent under this Agreement. Company may also terminate this Agreement as a result of any act beyond Company's reasonable control, if Company is no longer able to serve you, due to a change in business direction, if there is a Change in Usage or your usage exceeds the Usage Thresholds, or if you provide false, inaccurate or misleading information to Company or to the Utility. If it is determined that your usage is greater than the Usage Thresholds, at Company's sole discretion it may require you to sign a new and different form of agreement before accepting you as a customer or continuing to provide Service.

Upon termination of this Agreement either by you or Company, you will return to receiving default service from the Utility unless and until you designate another ESCO or service is shut off by the Utility. The effective date of any termination will be on a date set by your Utility after expiration of the required notice period. Upon any termination, you will remain responsible for all payments and obligations under this Agreement, including any applicable early termination fee, until such effective date of termination. A Utility cannot terminate or interrupt the delivery of Service to you because of any dispute between Company and you, but a Utility may terminate such service for nonpayment of Utility charges in accordance with applicable law. Only the Utility may shut off your electric power or natural gas supply.

6. CUSTOMER RESCISSION: If you are a residential customer you may cancel this Agreement at any time before midnight of the third (3rd) business day following your receipt of this Terms of Service ("Rescission Period") by notifying Company as detailed in Section 18. The Agreement is not legally binding until the three-day confirmation period has expired and you have not, directly or indirectly, rescinded your selection.

7. INDEPENDENT SELLER: Company has received an eligibility letter from the New York Public Service Commission ("NY PSC") to offer and supply Service in New York. You understand that Company is not representing or acting on behalf of any Utility. You understand that you are not required to switch your Service to Company and may remain with your Utility on default service or your current ESCO. If you are enrolled in any Utility or government programs, including low-income programs, enrolling with Company may be prohibited or may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Company. You should contact your Utility for details on the availability and terms of default service.

8. CHANGE IN LAW: If, during the Initial Term or any Renewal Term, any change in, or enactment of, any federal, state, local, or utility legislation, regulatory actions, orders, rules, tariffs, regulations, operating procedure, policies, tariff, riders, fees, pricing structures, market structures, capacity charges, and changes in customer load profiles, ordinance, statute, or law beyond Company's reasonable control ("Change in Law") results in an increased cost to the Company or Company is prevented, prohibited, or frustrated from carrying out its intent under this Agreement, Company can terminate this Agreement with notice to you as required under applicable law.

In addition, any Change in Law or changing business needs may require Company to adjust the terms of this Agreement. If Company adjusts the Fixed Rate and/or other material terms, other than as provided for in Section 8, you will be provided an updated Agreement. If you are a residential customer, or small commercial customer enrolled through door-to-door you must provide your affirmative consent to the changes. If you do not provide affirmative consent or affirmatively terminate within that 30-day notice period, it will be deemed a termination of this Agreement by you. In such case, you will return to receiving default service from the Utility unless and until you designate another ESCO or service is shut off by the Utility. Please see Section 5 for further details regarding termination.

9. SEVERABILITY AND NON-WAIVER: If any portion of this Agreement is declared invalid or unenforceable by final order of a court or any regulatory body having jurisdiction, the remaining portions of this Agreement shall remain in effect and the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible. 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. The provisions of this Agreement concerning payment, limitation of liability and waivers will survive the termination or expiration of this Agreement.

10. BILLING AND PAYMENT: You will receive a single bill from your Utility that will contain Utility's charges and Company's charges. Company's charges reflected on your bill will be determined by multiplying your Rate by your usage and adding any additional taxes or fees as provided herein. The Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur the maximum late payment fee pursuant to law that will be applied in accordance with the Utility's or the Company's billing and payment policies and procedures. Company reserves the right to charge you a minimum usage fee ("MUF") if your usage is: (i) for electricity, less than 500 kWh monthly, or (ii) for natural gas, less than 500 therms/ccf or 50 MCF/MMBtu annually. Prior to charging the MUF or changing the MUF amount, Company will provide you with 30 days' notice. You may choose to terminate this Agreement without penalty within 30 days of the MUF notice by contacting Company directly and citing this provision of the Agreement.
If you have difficulty paying your bill you may be eligible for third party billing or deferred payments or budget billing through your Utility, or budget billing from Company; contact your Utility or Company for details about available programs. In order for Company you provide you with budget billing, you must execute a budget billing enrollment form and agreement with Company.

Company reserves the right to change billing methods. If Company change its billing methods, Company will send you advance written notice in your bills or in a separate mailing thirty (30) days before the effective date of any such change. If Company bills you for Service, any undisputed bill not paid in full by its due date will incur a late payment fee in accordance with Company's billing and payment policies and procedures. IF YOU FAIL TO PROMPTLY PAY UNDER THIS AGREEMENT AND COMPANY INCURS ADDITIONAL FEES AND CHARGES, INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS, IN CONNECTION WITH THE COLLECTION OF PAST-DUE CHARGES, YOU WILL BE LIABLE FOR ALL SUCH FEES AND COSTS. 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. You are responsible for paying and reimbursing Company for all applicable fees.

11. AUTHORIZATIONS: By entering into this Agreement, you authorize your Utility to release to Company your customer information may include, but is not limited to, account contact information, account number, standard offer service type, rate classification, meter number, billing history, payment history, budget billing status, public assistance status, historical and future electricity and/or natural gas usage or demand, meter readings (including, but not limited to, data from advanced meters, if any) and characteristics of your electric and/or natural gas service ("Customer Information"). Customer Information will be used and maintained to service your account under this Agreement and Company will maintain the confidentiality of Customer Information as required by applicable NY PSC regulations and Federal and State laws.

This Agreement provides authorization for 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 Company uses to provide services and rewards to you. Company reserves the right to share your Customer Information with any partner or agent, to the extent permitted by law, that needs to know such information in connection with your Service. To opt out of the release of information to unaffiliated third parties, contact Company as provided in Section 18. If you select such services or rewards from a third party, or elect to bundle or purchase a product apart from Company's Service, 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.

If you provide us with your email address, you are: (i) consenting, where permitted by applicable law, to receiving documents, notices and other communications from us in electronic form, and (ii) required to provide a correct, working email address and notify Company of any change in your email address or any withdrawal of consent for the electronic documents, notices and other communications.

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. If there is a deterioration in your credit rating or if there is an increase in your usage, to continue receiving Service with Company, you may be required to promptly provide cash escrow or deposit, establish an ACH debit relationship with Company, or provide other reasonable assurances to Company to establish your credit worthiness. If a deposit is required, before any deposit is taken, you will be provided notice as to all terms and conditions on such deposit and the amount and the rate of interest paid on the deposit.

If Company bills you and you fail to make payment in a timely fashion, Company has the right to use the services of debt collection agencies, consumer reporting agencies, and other

remedies allowed by law and you will be liable for any associated costs. If you fail to make timely payment, you authorize Company to report the delinquency to one or more credit-reporting agencies.

You agree that by accepting this Agreement and providing your phone number (which may include your wireless number) to Company or its agents or affiliates, Company and its agents or affiliates 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.

All authorizations provided in this shall remain in effect as long as this Agreement (including any Renewal Term) is in effect. You may rescind these authorizations at any time by calling, emailing, or providing written notice to Company as provided in Section 18. Company reserves the right to reject your enrollment or terminate the Agreement if you rescind these authorizations.

12. TITLE; RISK OF LOSS: You and Company agree that title to, control of, and risk of loss of the Service supplied under this Agreement will transfer from Company to you: (i) for electricity, at a point or points on the New York ISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Company to assure service reliability, or (ii) for natural gas, at a point or points located outside of the State of New York selected from time to time by Company to assure service reliability (together "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 pay such tax, as invoiced

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 electricity and/or natural gas 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 electricity and/or natural gas supplies allocated for you, and (ii) as between Company and you, Company will be deemed in exclusive control of the electricity and/or natural gas, and responsible for any damage, injury, charges, transportation fees, costs or losses until the electricity and/or natural gas 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 electricity and/or natural gas and the price of electricity and/or natural gas under this Agreement.

13. ASSIGNMENT: Company may sell, assign, subcontract, transfer, pledge, or delegate your account and all or any part of the rights and/or obligations under this Agreement, including your payment obligations and related revenues to another ESCO or as otherwise allowed by law. You may not assign any of your rights or obligations under the Agreement without Company's prior written consent.

14. NON-RELIANCE: You acknowledge that: (i) you are not relying on any advice, statements, recommendations or representations of Company, other than the written representations in this Agreement; (ii) you understand the risks of entering into this Agreement, including the risk that 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.

15. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT: The Services provided by Company to you are governed by the terms and conditions of this Agreement 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 18. 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.

This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, a state public utility commission. Such agencies can, if the law allows, seek relief against us on your behalf. Regardless of whether you choose to pursue your dispute with the NY PSC, your right to pursue individual arbitration with Company will not be impacted under this Agreement.

"Disputes" are any claims or controversies between you and the Company related in any way to or arising from Company's Services, this Agreement, or any related agreements, including but not limited to, billing, services and practices, pricing, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your Services with Company have terminated. Disputes include any claims that: (i) you bring against 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 Company's Services, this Agreement or any related agreements; or (iii) that 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.

Subject to the Dispute Notice requirement set forth below, You and Company both agree to resolve any and all Disputes only by arbitration or in small claims court (for qualifying claims), subject to specific exceptions listed herein. The parties expressly agree that they are waiving their right to sue in a court of general jurisdiction and that arbitration or small claims court actions are the parties' sole remedies to resolve Disputes. In the event that a claim involving a Dispute does not qualify for small claims court, the parties' sole remedy to resolve the Dispute shall be arbitration in accordance with this Agreement. There is no judge or jury in arbitration, the procedures may be different, and an award in arbitration is subject to very limited review by a court.

Prior to initiating arbitration or a small claims court action, a party must first send to the other, by certified mail, a written notice of dispute ("Dispute Notice"). The Dispute Notice to the Company should be addressed to the notice address listed in Section 18. The Dispute Notice must (i) describe the nature and basis of the claim or Dispute; and (ii) set forth the specific relief sought ("Demand"). The parties will use their best efforts to resolve the Dispute. If Company and you do not reach an agreement to resolve the claim within thirty (30) days after the Dispute Notice is received, you or Company may commence an arbitration or small claims court action.

This Dispute Resolution and Arbitration Agreement is intended to be broadly interpreted. It includes, but is not limited to:

- any and all Disputes, including claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory;
- claims that arose before this or any prior Agreement or contract;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of your Agreement or contract.

WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION: YOU AGREE THAT, BY ENTERING INTO YOUR AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION, AND THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT. NEITHER YOU NOR COMPANY WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND COMPANY AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OF CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR THE COMPANY.

This Dispute Resolution and Arbitration Agreement shall survive termination of your Agreement.

Any arbitration commenced under this Agreement shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. You can elect from one of the following locations for your arbitration hearing: New York City, Albany, or Buffalo New York.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL**. Further, unless both you and Company agree otherwise, 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 this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, (I) VENUE FOR ANY PERMITTED SMALL CLAIMS COURT ACTION OR OTHER 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.

16. LIMITATION OF LIABILITY; WARRANTY; JURY TRIAL WAIVER: YOU AGREE THAT NEITHER COMPANY NOR ANY OF ITS AFFILIATES, CONTRACTORS, OR SUBCONTRACTORS WILL BE LIABLE FOR ANY DAMAGES OR CLAIMS FOR MATTERS WITHIN THE CONTROL OF THE UTILITY, NATURAL GAS PIPELINES OR THE ISO-CONTROLLED ELECTRICITY GRID, INCLUDING MAINTENANCE OF ELECTRIC LINES AND SYSTEMS, NATURAL GAS PIPELINE MAINTENANCE, SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETERIORATION OF SERVICES, METER READINGS, OR INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE DELIVERY OR SUPPLY OF ELECTRICITY OR NATURAL GAS.

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.

NEITHER COMPANY NOR ANY OF ITS AFFILIATES,

CONTRACTORS, OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR ANY FAILURE TO COMMENCE OR TERMINATE POWER OR ENERGY SERVICE ON THE DATE SPECIFIED HEREIN BECAUSE OF ANY FAILURE OR DELAY IN ENROLLING YOU WITH THE UTILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON STATUTE, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM ANY BREACH OR NONPERFORMANCE.

COMPANY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

17. 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") and may terminate this Agreement. Force Majeure Events include but are not limited to damages caused by acts of God, acts of terrorism, sabotage, accidents, strikes, labor troubles, pandemics, maintenance work, inability to access the Utility's system, 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, ISO; or any cause beyond Company's reasonable control.

18. CONTACT INFORMATION: Please use the following information to contact Company with any questions about this Agreement or Company charges on your invoice, to provide all notices under this Agreement, or to resolve any disputes regarding this Agreement.

Name: [Brand_Name]
Address: [Brand_Address]
Phone Number: [Brand_Contact_Phone]
Email Address: [Brand_Contact_Email]
Internet Address: [Brand_Website]

UTILITY: For emergencies relating to your services, such as a power outage or gas leak, or for information about universal service programs, please contact your Utility:

Name: [Utility_Name]
Phone Number: [Utility Phone]

You can also call your local emergency personnel at 911 if the emergency warrants.

For non-emergency matters, including bill payment assistance and weatherization service, please call your Utility at the following number:

Name: [Utility_Name]
Phone Number: [Utility Phone]

New York Public Service Commission:

Internet: dps.ny.gov
Address: Empire State Plaza
Agency Building 3
Albany, NY 12223-1350
Phone: (800) 342-3377
ESCO Hotline 1-888-697-7728

19. NET METERING: If you have or participate in eligible renewable electrical generating facilities to supply all or part of your electricity usage and such facilities are or will be net metered by your Utility, you must notify Company in advance so Company can determine your eligibility and properly serve you**.**

If you use net metering, or if there is a change, or an anticipated or planned change, in the consumption of Services that is materially different than your historical usage, depending on your eligibility and applicable requirements Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

20. ENVIRONMENTAL DISCLOSURE: You understand that an Information Disclosure Label (the "Label") is available on Company's website, and that you have been provided with access to the Label prior to your initiation of Service. You agree that Company will make any required updates to the Label electronically on its website unless otherwise directed by law, regulation or the NY PSC. This Agreement incorporates the information that may be provided to you or made available to you at Company's website, as indicated in Section 18, regarding the approximate generation resource mix and environmental characteristics of electricity supply. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request.

21. RENEWABLE ENERGY:

Renewable Energy Product: If you have elected to purchase a renewable energy plan it will be matched by at least 50% renewable energy from sources eligible under New York law – such as solar, hydroelectric, geothermal, fuel cells, tidal/wave/ocean, and wind, or through alternative compliance payments (ACP). Renewable energy certificates (RECs) represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. The renewable mix provided under this Agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year, but will not exceed 100%. We may meet our requirements under this Agreement: (1) by purchasing RECs from eligible renewable generators through the New York State Generation Attribute Tracking System (NYGATS); (2) by purchasing Tier 1 RECs from New York State Energy Research and Development Authority (NYSERDA).; (3) by procuring RECs from eligible renewable generators through bilateral contracts; (4) by entering into

bundled energy and REC purchase agreements with eligible renewable generators; (5) by making ACP to NYSERDA, or (6) by any other method later authorized under New York law or NYPSC order.

22. WARRANTIES: You represent and warrant to that each of the following is true and accurate:

1. You are at least 18 years old and fully authorized to enter into this Agreement.
2. You are 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
3. You are either a residential customer (i.e., a person who receives electric and/or natural gas service under a residential rate classification) or small commercial customer (i.e., a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service or natural gas under a small commercial, small industrial or small business rate classification, and whose Usage is within the Usage Thresholds);
4. You are duly qualified to transact business in the State of New York;
5. The person who made the enrollment authorization is either you or your duly authorized representative who has the power to make valid and binding decisions on your behalf regarding your purchase of electric generation services and natural gas supply service.
6. You have received a copy of the Agreement read it and understand its contents.

23. MISCELLANEOUS: 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.

24. VALUE-ADDED PRODUCTS: The following value-added products apply to your Agreement. [INCLUDED, AS APPLICABLE, ONLY IF VALUE-ADDED PRODUCT SELECTED]

- AC Protect Plan: While enrolled in your Initial Term of the AC Protect Plan (as indicated above), you will receive a service plan that covers: (i) the repair and/or replacement of covered parts of your heating and air conditioning system which break as a result from normal wear and tear of equipment, and (ii) repairs to your home's internal electrical lines ("Service Plan"). Following your enrollment, you will receive a welcome kit for Cinch Home Services, Inc. that includes the detailed terms & conditions of the Service Plan, which is issued by HomeSure of America, Inc. The benefits of the Service Plan are:
- Heating and air conditioning coverage: The Service Plan provides coverage for up to 10 heating and air conditioning units in the home up to a maximum of $2,500 for parts and labor per annual term, with a per claim event limit of $500. Inside electrical line coverage: The Service Plan provides coverage for outlets, switches, fuses, breakers main panel and the inside wiring up to a maximum of $1,000 for parts and labor per annual terms, with a per claim event limit of $500. A $60 deductible is applicable for each claim or service call.
- 17-Point Maintenance Check: Get one annual heating or cooling system preventative maintenance check (with no deductible due at time of visit).
- Covered systems must be in good working order at time of activation. Non-covered and incidental charges may apply to certain repairs and replacements.

[INCLUDED ONLY IF WARRANTY PRODUCT SELECTED]

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer

ESCO Consumer 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 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. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am - 4:00 pm); by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at http://www.dps.ny.gov.

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