GREEN MOUNTAIN TERMS OF SERVICE FOR ELECTRICITY SUPPLY

We appreciate your business. This document is a contract between us, Green Mountain Energy Company, and you that allows us to switch your electricity account(s) to our service. It describes the nature of our service with you and provides important information for you to be aware of. We will begin supplying your electricity under this contract, but your utility will continue to be responsible for delivering your electricity and sending you a bill for both of our services.

Customer Disclosure Statement	
Price for Your Electricity	You'll receive a fixed electricity supply price of $0.18400 per kWh for 36 billing cycles.
Price Changes	You have selected a renewably sourced electricity product with a fixed price structure. This product contains at least 50% renewable energy from sources eligible under New York law – specifically wind, solar, or hydropower (the exact mix is specified in your Welcome Confirmation). See "Renewably Sourced Product Information" below for more details. During the term of a fixed price plan, we reserve the right to change the price to recognize regulatory changes made by a duly constituted governmental authority or independent system operator and we will provide you with 30 days' written notice of any such change to the fixed price. The change will only be effective once we provide the above notice and also receive your affirmative consent.
Length of Your Commitment	**36 months. At the end of the term, you will be returned to default utility service unless we obtain your affirmative consent to continue for another term.** We will begin providing service to you after your utility processes our request to switch your service. The switch will not occur before the expiration of your "Right to Rescind" period. For renewal of this agreement, we shall provide written notification of the renewal terms, including the customer's option not to accept the renewal offer, to customer not less than 30 days nor more than 60 days prior to the renewal date. We must receive customer's express consent to accept a renewal offer that contains Material Changes to the terms and conditions of the agreement, including a change in rate or product type. If the renewal includes a Material Change and express consent is not received, the customer will be returned to utility service. Customer shall have three business days from receipt of the first billing statement to reject renewal terms and cancel the renewal agreement without termination fees.
Your Right to Rescind	You have 3 business days to rescind this contract. This is called your "Right to Rescind" period, which means you will not start service with us until after this period. You can call us toll-free to cancel at 1-800-636-5690.
Your Right to Cancel	Once service has started, you may cancel by contacting us. It may take one or two billing cycles before the cancellation is finalized, depending on your utility's timeframes.
Applicable Fees	None. No early termination fees or other fees.
Renewal	**<u>This contract does not renew automatically at the end of the term</u>. At the end of the term, you will be returned to default utility service unless we obtain your affirmative consent to continue for another term.**
Savings Details	Savings are not guaranteed nor implied with this contract and our price may be higher than the supply rate charged by the utility or other suppliers.

<u>Note on Dispute Resolution</u>: This contract limits the circumstances under which you can bring a dispute to court, and does not permit class actions or a jury trial. Review the section "Customer Complaints and Dispute Resolution" below for details.

A. <u>Important Information</u>

Length of Your Commitment: *36 months.* This contract does not renew automatically at the end of the term. At the end of the term, you will be returned to default utility service unless we obtain your affirmative consent to continue for another term. We will begin providing service to you after your utility processes our request to switch your service. The switch will not occur before the expiration of your "Right to Rescind" period.

Price: Your fixed price will be $0.18400 per kWh for your first 36 billing cycles. Your price also reflects the costs to obtain the renewable energy content specified under this contract, which contributes to the premium we may charge over the local utility supply rate. Our current and historical prices are not an indicator of our future prices and we do not guarantee any savings. Our prices may be higher than your utility's supply rate. For your reference, our prices include generation charges, but they do not include any utility distribution charges or other utility fee or charge.

Applicable Fees: *None*. We will not charge you an early termination fee or other fees. If you are currently in a contract with another supplier, the request to switch you to our service will automatically cancel your service with the other supplier. You are responsible for any penalties the other supplier may charge.

Right to Rescind: You have the "Right to Rescind" this contract for three business days, which means you can cancel your request to switch your service and never start service with us. You will receive a Welcome Confirmation from us, which will include this contract, and you will have until midnight of the third business day after receipt of the Welcome Confirmation to rescind this contract by contacting us at the telephone number or email address listed below. This contract is not binding until your "Right to Rescind" period has ended with no action on your part to rescind the contract.

Your Right to Cancel: You may cancel this contract without having to pay any cancellation fee by calling us at our contact information listed below. We will request that the utility cancel your service with us, but the utility controls the effective date of your cancellation. The effective date is usually the next date that your meter is read after the utility has processed our request to cancel your service with us.

Our Right to Cancel: We have the right to cancel this contract for any reason as long as we give you fifteen days' written notice, but if we are canceling the contract due to your conduct or your breach of this contract, you will have an opportunity to fix this condition within the fifteen days. Your utility will control the effective date of our cancellation request, but this is usually the next date that your meter is read. If your utility terminates your service, this contract will be automatically cancelled.

Your Authorization to Release Your Information for Use and Sharing: By entering into this contract, you authorize us to act on your behalf under your utility's tariffs in accordance with the rules and regulations of the state public utility commission ("PUC") where you take service. You further acknowledge that this contract provides authorization for your local utility to release all information regarding your energy supply account(s) to us so we can provide the services described herein. This information may include, but is not limited to, usage information, billing determinants, bill cycle, budget billing status, address, account type, tax exemption status, rate service class, load profile, demand data, meter number, special account exceptions, public assistance status, existence of medical emergencies or disability, tax status and eligibility for economic development or other incentives, standard service status, electronic interval data when available, credit information when applicable, and all other data and information permitted by law to be disclosed to us to provide our services.

We also obtain information about you as outlined in our privacy policy (posted on our website) such as when you voluntarily provide personal information to us, use our website or mobile applications, or when we add information about you to your account profile from publicly available sources.

We will maintain the confidentiality of your personal information including your name, address, telephone number, email, account numbers, energy usage and historic payment information as required by applicable PUC regulations as well as federal and state laws.

Our use and sharing of your information will be consistent with the purposes and uses disclosed in our privacy policy, as amended from time to time and posted on our website. Your information may be disclosed if required by law, such as pursuant to a lawfully issued subpoena or other legal process. Further, you understand that your information may be disclosed to an affiliate or a third-party to provide services or products to you, and any disclosure of such information will be made under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to you or improved products to us. This authorization also allows us to contact you about our other products and services and to share information about your account with any vendor we use to provide services. We reserve the right to share your information with our affiliates and marketing partners, to the extent permitted by law and/or as authorized when you provide your consent.

If you do not wish for us to use or share information about your account in the manner described above, you may cancel this contract by calling us at our contact information listed herein.

Consumer Protections: The services provided by Green Mountain Energy to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and HEFPA for residential customers. In the event of a billing dispute or a disagreement involving Green Mountain Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Green Mountain Energy by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") or calling the DPS at 1-800-342-3377. 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.

Electronic Communication: If you provide us with your Email address, you are consenting to this contract and other forms of communication being provided to you in electronic form and you must provide us with any update to your valid Email address should it change. You are required to notify us of any change in Email address and/or any withdrawal of consent for the electronic transmission of contracts or other customer information. If you enroll electronically, please note that our website and application is best viewed in Internet Explorer 9.0 or higher.

Billing: Your local utility is responsible for sending you a bill that includes the charges for our service and charges for the utility's service. The bill that the utility sends should include a separate line item for our service. Under this contract, you agree to pay your utility directly for our service. Your utility has the right to disconnect service for any unpaid charges, including our charges.

You also agree to review your bills in a timely manner, and if there are any inaccuracies with the portion of the bill for our services, you agree to notify us so we can help resolve the issue.

Taxes: Any applicable tax charges are included on the one bill you will receive from your utility. If you are exempt from any taxes, you are responsible for requesting an exemption by filing all required documentation with us and/or your utility.

Contract Details:

Our full, legal name is Green Mountain Energy Company, but we have used "Green Mountain", "we", "us", or "our" to refer to ourselves for the purposes of this contract. We use "you" or "your" to refer to you, the customer.

This contract is for the sale and purchase of all of your electricity for the residential account(s) listed in your Welcome Confirmation (letter or email). By entering into this contract, you are authorizing us to take the steps necessary to switch your electricity supply service to us, and you agree to appoint us as your agent to acquire the necessary information to meet your needs as required by your "utility", which we use to refer to your local distribution company. We are not your utility. Your utility is responsible for the delivery of electricity to you and will respond to leaks and emergencies. This contract and the Welcome Confirmation (letter or email) you received create your entire contract with us and replace any prior oral or written statements or representations.

Insolvency: You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Contract Changes: If we propose a material change to the terms of this contract, we will notify you in advance and, if required by law, obtain your consent to the change. We will not change or alter the waiver of jury trial provision under any circumstances, and any changes to this contract must be made in writing.

Customer Complaints and Dispute Resolution: If you have questions about our prices or our service, you should call us at the contact information listed below. If you are not satisfied with the response from our Customer Care representative, you may ask that your questions be referred to one of our supervisors, who will respond promptly. Pursuant to the Home Energy Fair Practices Act, if you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the New York Public Service Commission (NYPSC) or request information from the NYPSC regarding your consumer protection rights. 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.

THE EXCLUSIVE MEANS FOR RESOLVING DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT IS THROUGH THE CONSUMER COMPLAINT PROCEDURES ENACTED PURSUANT TO THE HOME ENERGY FAIR PRACTICES ACT (HEFPA) (16 N.Y. Comp. Codes R. & Regs. § 12), AND YOU WAIVE ANY RIGHT TO FILE ANY ACTION OR SUIT BEFORE ANY COURT OF LAW, EXCEPT AS MAY BE PERMITTED PURSUANT TO ARTICLE 78 OF THE NEW YORK CIVIL PRACTICE LAW AND RULES (Article 78).

Class Action Waiver and Waiver of Jury Trial: BY ENTERING INTO THIS CONTRACT, YOU AND WE ARE GIVING UP THE RIGHT TO SEEK REMEDIES IN COURT AND FILE OR PARTICIPATE IN CLASS OR COLLECTIVE LEGAL ACTIONS, AND THE RIGHT TO A JURY TRIAL, OTHER THAN AS MAY BE PERMITTED BY HEFPA OR ARTICLE 78.

Arbitration Alternative: IF A COURT OR THE NYPSC DETERMINES THAT THE PROVISION IN THE "CUSTOMER COMPLAINTS AND DISPUTE RESOLUTION" SECTION ABOVE RELATING TO THE EXCLUSIVE MEANS OF RESOLVING DISPUTES IS INVALID, VOID, UNENFORCEABLE, INAPPLICABLE OR OTHERWISE DEFECTIVE, THEN ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING, TO OR IN CONNECTION WITH THIS CONTRACT, SHALL EITHER BE (i) FINALLY RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA CONSUMER ARBITRATION RULES, OR (ii) AT THE ELECTION OF EITHER PARTY, BROUGHT IN NEW YORK SMALL CLAIMS COURT ("SMALL CLAIMS COURT"), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF THAT COURT'S JURISDICTION.

THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED and the arbitrator's decision is subject to very limited review by courts. THE Arbitrator can award the same damages and OTHER relief that a court can award. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. IF YOU FILE FOR ARBITRATION, THE AAA RULES LIMIT THE FEES AND COSTS THAT YOU WILL PAY TO THE AAA AND ARBITRATOR. You WILL STILL BE RESPONSIBLE FOR YOUR OWN LEGAL FEES AND COSTS, AS IF YOU WERE IN COURT, BUT THE ARBITRATOR MAY AWARD YOU THOSE FEES TO THE EXTENT AUTHORIZED BY LAW. THE ARBITRATION WILL BE HELD IN NEW YORK IN A LOCATION DETERMINED BY THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO HIS OR HER JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION PROVISION, AS WELL AS THE CLASS ACTION WAIVER SET OUT ABOVE.

COPIES OF THE AAA CONSUMER ARBITRATION RULES AND ADDITIONAL INFORMATION ABOUT ARBITRATION ARE AVAILABLE AT THE AAA'S WEBSITE: HTTPS://WWW.ADR.ORG/RULES.

AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A

REPRESENTATIVE OR CLASS PROCEEDING. IF A COURT OR THE AAA DETERMINES THAT THE PRECEDING SENTENCE PROHIBITING CLASS ARBITRATION IS INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE.

THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

PARTICIPATION IN APP OR LOW INCOME UTILITY ASSISTANCE PROGRAMS: Participation in the Assistance Program Participant ("APP") program or any utility low income assistance program administered by your utility affects your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved or enrolled in APP or any such utility low income assistance program and that if you subsequently become approved for

APP or any such utility low income assistance program, you understand that NY PSC regulations require you to be de-enrolled at the expiration of your existing agreement.

CONTACT INFORMATION:

GREEN MOUNTAIN ENERGY COMPANY:

We are deemed eligible to provide electricity supply by the New York Public Service Commission (NYPSC).

Internet address: www.greenmountainenergy.com
Mailing address: P.O. Box 7476, Philadelphia, PA 19101
Email address: NYCustomerCare@greenmountain.com
Telephone number: 1-800-636-5690

YOUR UTILITY:

If you experience a power outage or other emergency, a problem with your electric meter or any other service need, please contact your local utility at the emergency number below.

Central Hudson
Telephone number: 1-800-527-2714

Con Edison
Telephone number: 1-800-752-6633

National Grid (Niagara Mohawk)
Telephone number: 1-800-867-5222

New York State Electric & Gas
Telephone number: 1-800-572-1131

Orange & Rockland
Telephone number: 1-877-434-4100

Rochester Gas & Electric
Telephone number: 1-800-743-1701

NYPSC:
Internet address: www.dps.ny.gov
Mailing address: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223
Telephone number: 888-697-7728

B. Other Important Information

Assignment: We may sell, transfer, pledge or assign the accounts, revenues or proceeds associated with this contract in connection with any financial contract, and we may assign the rights and obligations under this contract to another energy supplier consistent with applicable law. You may not assign this contract.

No Reliance: You acknowledge that (1) you are not relying on any advice, statements, recommendations or representations of ours other than the written representations in this contract; (2) that you consulted with your own advisors to the extent you deemed necessary; and (3) that you understand the risks of entering into this contract, including the risk that our prices may be higher than your utility's rates. You acknowledge that you are capable and willing to assume those risks (whether financial, economic or otherwise) and that you have made your own decision to enter into this contract.

Title: All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the NY ISO load bus (located outside of the municipality where you reside), and shall constitute the point at which title transfers and the sale occurs. We will indemnify and hold harmless you from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

Force Majeure: We will use commercially reasonable efforts to provide energy supply to you pursuant to this contract, but we do not guarantee a continuous supply of energy commodity. Certain Force Majeure events outside of our control may cause interruptions in service. If a Force Majeure event prevents us from performing any of our obligations in any way, our performance shall be excused for the duration of such event, and we will not be liable for damages associated with any delay or failure to perform as a result. "Force Majeure" includes, without limitation, acts outside of our control, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, cyberattack on us or any portion of the utility system we rely on to provide you service, terrorist acts, pandemics, full or partial governmental shutdown or issuance of stay-at-home order, natural disasters, explosions, fires, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units, storage or transmission facilities or nonperformance by your local utility that materially impairs our ability to perform our obligations under this contract. We will give you reasonably prompt notice of any Force Majeure occurrence.

Severability: In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected shall remain in full force and effect.

LIMITATIONS ON WARRANTY AND DAMAGES: THE ENERGY SUPPLY PROVIDED UNDER THIS CONTRACT WILL MEET THE QUALITY STANDARDS OF YOUR UTILITY. YOU UNDERSTAND AND AGREE THAT THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ASSOCIATED WITH THE SERVICE PROVIDED BY US. WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING FROM SUCH INTERRUPTIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. WE WILL BEAR NO LIABILITY TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OR LOST PROFITS. THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE HARM OR LOSS, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

Regulatory Changes: This contract is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority or independent system operator having jurisdiction over this contract or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this contract including, but not limited to price, we shall have the right to modify this contract to reflect such Regulatory Change (including by adjusting the price to reflect any increase in our costs as result of such Regulatory Change) by providing 30 days' written notice of such modification to you.

The change will only be effective once we provide the above notice and also receive your affirmative consent.

Other Provisions: This contract is made and shall be construed in accordance with the laws of New York. There are no third party beneficiaries to this contract. This contract is binding upon us and you, as well as any successors or legal assigns. Failure to exercise any right we have under this contract should not be considered as a waiver of the right to exercise any such right at a later date. The headings and Summary of Important Information chart in this contract are for reference only and do not affect the interpretation of this contract.

Green Mountain Energy™ Sun Club™

The *Green Mountain Energy Sun Club* program promotes the development of solar technology by funding and building solar power installations for non-profit organizations. As you are now part of the Green Mountain community, Green Mountain will contribute $0.25 per month to the Sun Club on your behalf. For more information, please visit gmsunclub.com

Renewably Sourced Product Information: Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address, but we ensure that the applicable percentage of your electricity usage is matched by the generation of energy from renewable resources on an annual basis. Your purchase helps support the development and operation of renewable resources in the areas specified by your product. Green Mountain may take up to three months following the close of a calendar year to make up any deficiency in the renewable resource content for your product.

Your product is a renewably sourced electricity product with a fixed price structure. This product contains at least 50% renewable energy from sources eligible under New York law.

We will meet our obligation to provide renewably sourced energy under this contract pursuant to applicable New York law and the directives of the New York Public Service Commission (NYPSC). Specifically, our product (i) has a renewable mix that is at least 50% greater than our current Renewable Energy Standard (RES) obligation, and (ii) we comply with the RES locational and delivery requirements.

We may meet our requirements under this contract (1) by purchasing RECs from eligible renewable generators through the New York Generation Attribute Tracking System (NYGATS); (2) by purchasing Tier 1 RECs from the 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; or (5) by any other method later authorized under New York law or NYPSC order.

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New York State Public Service Commission
Your Rights as an Energy Services Company Consumer
ESCO Consumers Bill of Rights

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

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:

    - price and all variable charges or fees;
    - length of the agreement;
    - terms for renewal of the agreement;
    - cancellation process and any early termination fees, which are limited by law; and
    - 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 Consumer 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: https://dps.ny.gov/consumer-guide-your-rights-residential-gas-electric-or-steam-customer- under-hefpa.

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 www.dps.ny.gov/complaints.

You can find more information about your energy alternatives at: http://documents.dps.ny.gov/PTC. Questions about the Department or your utility service can be emailed to web.questions@dps.ny.gov