



## Customer Details

Signee Name	
Phone Number (Cell)	
Phone Number (Home)	
Email Address	
Date Signed	
Relationship to Account Holder	
Verification Date	
Verification Code	

<b>Customer Signature</b>
<b>Agent Signature</b>

Account Name	Account Number	Service Address		Utility	Commodity	Rate	Term
		Street Name & No. Apt. No.			Electric	\$ _____ per kWh	_____ month(s)
		City State Zip Code					
		Street Name & No. Apt. No.			Electric	\$ _____ per kWh	_____ month(s)
		City State Zip Code					

Supplier Information	Mpower Energy NJ LLC 24 Hillel Place Brooklyn, New York 11210 1-877-286-7693   Email: customerservice@mpowerenergy.com Website: www.mpowerenergy.com
Price Structure	Energy is charged at the below rate for ____ month(s) commencing from the date of first service. At the end of the month(s), the contract will continue at a Variable Rate determined on a monthly basis until terminated by either party. Variable Rate - energy is charged at a rate determined monthly based on market Pricing and other factors including overhead and probability, but is not tied to any published index and does not have a cap. The Variable Rate generally increases with weather fluctuation and extremes.
Supply Price	\$____ per kWh for ____ month(s). The prices stated herein do not include utility charges or applicable taxes.
Statement Regarding Savings Incentives	Mpower does not guarantee savings as compared to the utility. There are no bonuses, discounts, or cashback offers.
Contract Start Date	Mpower will process the enrollment within 48 business hours of the request and customer will begin receiving supply from Mpower at the start of the next billing cycle.
Contract Term/Length	Renewal is not necessary. This Agreement shall continue until either party provides notice of cancellation as provided herein and LDC completes the termination in accordance with its rules.
Cancellation/Early Termination Fees	There are no early termination fees.
Renewal Terms	Renewal is not necessary. This Agreement shall continue until either party provides notice of cancellation as provided herein and LDU completes the termination in accordance with its rules.
Recission	YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

## Terms and Conditions of Agreement

**1. SCOPE.** This Agreement applies to the purchase by you ("Customer" or "you") and sale by Mpower ("Mpower", "us", "we" or "our") of electricity **2. AGENCY.** Customer designates Mpower as its agent for receiving Customer billing information from the local distribution utility (LDU), and for procuring and scheduling the transmission and ancillary services necessary to deliver electricity purchased by you to the LDU. **3. RATES.** Variable Rate - Energy is charged at a rate determined monthly based on market pricing and other factors including overhead and profitability, and is set at the sole discretion of Mpower. Mpower does not guarantee savings as compared to the utility. **4. BILLING AND PAYMENT.** You will normally receive one bill each month issued by the LDU, or by Mpower if directed by the LDU. Payment terms are governed by the terms of LDU's tariff if LDU issues the bill. Your bill will be based on scheduled meter readings and/or estimates provided by the LDU. The parties agree to accept, for purposes of accounting for electricity delivered hereunder, quantity, quality, and measurements determined by the LDU. In order to facilitate consolidated billing with your LDU, your billing and payment information may be exchanged between the LDU and Mpower. **5. TITLE AND TAXES.** Title to electricity shall pass from us to you prior to delivery to LDU. Our price includes the Gross Receipt Tax (GRT) and does not include sale taxes that may apply, which will generally appear as a separate item on your bill. You shall reimburse Mpower for sales or other taxes, however designated, imposed with respect to the sale or transportation of electricity unless, prior to execution of this Agreement, you have given us a valid tax exemption certificate(s). **6. TERM AND TERMINATION.** This Agreement shall continue until either party provides notice of cancellation as provided herein and LDU completes the termination in accordance with its rules. Upon termination, you agree to remit to Mpower all past due charges. You may rescind this Agreement at any time during the three (3) business days following receipt of this Agreement. Thereafter, you may cancel this Agreement at any time without penalty by contacting the LDC, calling Mpower at 877-286-7693, or emailing Mpower at CustomerService@Mpowerenergy.com. For Customer's protection against fraudulent enrollment, you must contact Mpower directly to cancel this Agreement prior to entering into an agreement with another supplier. **7. NO WARRANTIES.** You acknowledge and agree that no warranty, duty or remedy, whether expressed, implied or statutory, is given or intended to arise out of this Agreement except as otherwise expressly stated herein. Mpower disclaims all other warranties, express or implied, including any warranty of merchantability of fitness for a particular purpose or use. **8. SEVERABILITY.** Should any part of this Agreement be declared invalid, such shall not affect the validity of the remaining portion, which shall remain in full force and effect as if the part determined to be invalid had not been contained herein at the time of execution. **9. LIMITATION OF LIABILITY.** In no event shall Mpower or Customer be liable to the other or to any third party for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, whether or not Mpower or Customer has been advised of the possibility of such damages. Mpower's liability, and Customer's exclusive remedies against Mpower, for any damages caused by any service outage, defect or failure shall be the termination provisions of Section 6. **10. INDEMNIFICATION.** Customer is responsible for and will indemnify Mpower against any and all liabilities resulting from Customer's failure to fully comply with this Agreement, and damage or injury caused by the electricity after its delivery to the Customer's Residence. **11. DISPUTES.** Customer agrees first to contact Mpower and attempt to resolve in good faith all billing disputes or service problems. In the event the parties are not able to reach a resolution, they agree to submit any claim to arbitration. Each party waives the right to litigate in court or arbitrate any claim or dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general. All disputes regarding transmission, distribution, power outages, and LDC charges should be directed to LDC. A dispute or complaint relating to a residential Customer may be submitted by either party at any time to the PSC pursuant to its Complaint Handling Procedures by calling the PSC at (202) 626-5120, by writing to the to the PSC at: DCPSC Office of Consumer Services, 1325 G St, NW, Suite 800, Washington, DC 20005 or through its website at: [www.dcpsc.org](http://www.dcpsc.org). A dispute or complaint relating to a residential Customer may also be submitted by either party at any time to the Office of the People's Counsel ("OPC") by calling (202) 727-3071, by writing to the to the OPC at: Office of the People's Counsel, 655 15th St NW suite 200, Washington, DC 20005 or through its website at: <https://opc-dc.gov>. This Agreement shall be construed in accordance with and be governed by the laws of the State of New York without regard to the conflicts of law provisions thereof. **12. MODIFICATION.** Mpower may modify any material terms of this Agreement with Customer's consent. Such amended Agreement will supersede any previous agreement. Mpower will provide Customer 30 days prior written notice of any modification. After receipt of such notice, Customer may agree or decline such modification. Mpower may assign or transfer its rights or obligations under this Agreement. You may not assign or transfer your rights or obligations hereunder. Additionally, Mpower may cancel this contract at any time. You will be notified via email and text message at the contact information listed in this Agreement.

Should Mpower cancel this Agreement during the fixed price term of this Agreement, remedies available to the customer are limited to any savings the customer would have received as compared to the LDU as calculated by a comparison of the fixed rate and the utility rate(s) for the period of time remaining on the fixed price term of this Agreement. Such calculations cannot be determined until after the time at which a customer's fixed price term of this Agreement would have expired. **13. PROTECTION OF CUSTOMER RIGHTS.** Mpower's services are governed by this Agreement, rules and regulations issued by LDC, and the PSC. Your LDC's transmission and distribution functions will continue to be regulated by the PSC. Electric service may be disconnected only by the LDC and only in compliance with rules set by the PSC. In the event of failure to pay Mpower for electricity provided to you, Mpower may terminate the business relationship between us. The PSC may be contacted in the manner set forth in Paragraph 11 above. **14. INFORMATION RELEASE AUTHORIZATION.** You authorize us to obtain information from LDC concerning your account including billing and payment history, account number, historical and future usage, meter readings and other characteristics of your energy service. You may rescind this authorization at any time by contacting Mpower. We will not release your confidential information without your consent, except that we may disclose your billing, payment and credit information solely for billing, collection and credit reporting. **15. RENEWABLE ENERGY CERTIFICATES.** Mpower's renewable plan ensures that electricity equal to 100% of the Customer's electricity usage is offset by Renewable Energy Certificates (RECs) from renewable resources such as but not limited to hydro, wind, and solar. Mpower may require no greater than 12 months after the end of each calendar year under of this Agreement to procure any renewable credit shortfall that had arisen in the renewable content of electricity sold under this Agreement from the prior calendar year. MPE&G does not guarantee that this product will be offered in the future or on a continuing basis and will notify customers in advance if Mpower is no longer able to purchase renewable energy credits. **16. COMMUNICATION POLICY.** By signing this Agreement, you are providing consent for Mpower and its agents/ affiliates to: (1) call or text you at your cell and land line numbers; and (2) to provide any required notices including this Agreement and modifications thereto by email or text message. This consent may only be revoked in writing. **17. FORCE MAJEURE.** Should the performance of the obligations of either party under this Agreement be prevented or delayed by an act of God, war, civil insurrection, epidemic, fire, flood, pandemic, storm, strike, lockout, or by any law, regulation, or civil order of any federal, state, county or municipal authority, or by any other cause beyond the control of the party to be excused, that party's performance under this Agreement, to the extent it is prevented or delayed, shall be excused. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party. Both parties acknowledge that the Covid-19/SARS pandemic is not and shall not be an unforeseen circumstance or a cause beyond the control of the party to be excused at any time during the Agreement. Both Parties agree to work in good faith and all time during the term of this Agreement. This paragraph shall supersede and control any other language in this Agreement.

NOTICE OF CANCELLATION

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

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO

MPOWER ENERGY NJ LLC  
24 HILLEL PLACE,  
BROOKLYN, NEW YORK 11210

NOT LATER THAN MIDNIGHT OF THREE BUSINESS DAYS AFTER THE TRANSACTION DATE LISTED ABOVE.

I HEREBY CANCEL THIS TRANSACTION.

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

NOTICE OF CANCELLATION

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

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Buyer's Signature

\_\_\_\_\_  
Date



## Customer Details

Signee Name	
Phone Number (Cell)	
Phone Number (Home)	
Email Address	
Date Signed	
Relationship to Account Holder	
Verification Date	
Verification Code	

<b>Customer Signature</b>
<b>Agent Signature</b>

Account Name	Account Number	Service Address		Utility	Commodity	Rate	Term
		Street Name & No. Apt. No.			Gas	\$ _____ per therm	_____ month(s)
		City	State Zip Code				
		Street Name & No. Apt. No.			Gas	\$ _____ per therm	_____ month(s)
		City	State Zip Code				

Supplier Information	Mpower Energy NJ LLC 24 Hillel Place Brooklyn, New York 11210 1-877-286-7693   Email: customerservice@mpowerenergy.com Website: www.mpowerenergy.com
Price Structure	Natural gas is charged at the below rate for ____ month(s) commencing from the date of first service. At the end of the month(s), the contract will continue at a Variable Rate determined on a monthly basis until terminated by either party. Variable Rate - natural gas is charged at a rate determined monthly based on market pricing and other factors including overhead and probability, but is not tied to any published index and does not have a cap. The Variable Rate generally increases with weather fluctuation and extremes.
Supply Price	\$____ per Therm for ____ month(s). The prices stated herein do not include utility charges or applicable taxes.
Statement Regarding Savings Incentives	Mpower does not guarantee savings as compared to the utility. There are no bonuses, discounts, or cashback offers.
Contract Start Date	Mpower will process the enrollment within 48 business hours of the request and customer will begin receiving supply from Mpower at the start of the next billing cycle.
Contract Term/Length	Renewal is not necessary. This Agreement shall continue until either party provides notice of cancellation as provided herein and LDC completes the termination in accordance with its rules.
Cancellation/Early Termination Fees	There are no early termination fees.
Renewal Terms	Renewal is not necessary. This Agreement shall continue until either party provides notice of cancellation as provided herein and LDU completes the termination in accordance with its rules.
Recission	YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT

## Terms and Conditions of Agreement

**1. SCOPE.** This Agreement applies to the purchase by you ("Customer" or "you") and sale by Mpower ("Mpower", "us", "we" or "our") of natural gas. **2. AGENCY.** Customer designates Mpower as its agent for receiving Customer billing information from the local distribution utility (LDU), and for procuring and scheduling the transmission and ancillary services necessary to deliver natural gas purchased by you to the LDU. **3. RATES.** Variable Rate - Natural gas is charged at a rate determined monthly based on market pricing and other factors including overhead and profitability, and is set at the sole discretion of Mpower. Mpower does not guarantee savings as compared to the utility. **4. BILLING AND PAYMENT.** You will normally receive one bill each month issued by the LDU, or by Mpower if directed by the LDU. Payment terms are governed by the terms of LDU's tariff if LDU issues the bill. Your bill will be based on scheduled meter readings and/or estimates provided by the LDU. The parties agree to accept, for purposes of accounting for natural gas delivered hereunder, quantity, quality, and measurements determined by the LDU. In order to facilitate consolidated billing with your LDU, your billing and payment information may be exchanged between the LDU and Mpower. **5. TITLE AND TAXES.** Title to gas shall pass to you prior to delivery to the District of Columbia. Our price includes the Gross Receipt Tax (GRT) and does not include sale taxes that may apply, which will generally appear as a separate item on your bill. You shall reimburse Mpower for sales or other taxes, however designated, imposed with respect to the sale or transportation of natural gas unless, prior to execution of this Agreement, you have given us a valid tax exemption certificate(s). **6. TERM AND TERMINATION.** This Agreement shall continue until either party provides notice of cancellation as provided herein and LDU completes the termination in accordance with its rules. Upon termination, you agree to remit to Mpower all past due charges. You may rescind this Agreement at any time during the three (3) business days following receipt of this of this Agreement. Thereafter, you may cancel this agreement at anytime without penalty by contacting the LDC, calling Mpower at 877-286-7693, or emailing Mpower at CustomerService@Mpowerenergy.com. For Customer's protection against fraudulent enrollment, you must contact Mpower directly to cancel this Agreement prior to entering into an agreement with another supplier. **7. NO WARRANTIES.** You acknowledge and agree that no warranty, duty or remedy, whether expressed, implied or statutory, is given or intended to arise out of this Agreement except as otherwise expressly stated herein. Mpower disclaims all other warranties, express or implied, including any warranty of merchantability of fitness for a particular purpose or use. **8. SEVERABILITY.** Should any part of this Agreement be declared invalid, such shall not affect the validity of the remaining portion, which shall remain in full force and effect as if the part determined to be invalid had not been contained herein at the time of execution. **9. LIMITATION OF LIABILITY.** In no event shall Mpower or Customer be liable to the other or to any third party for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, whether or not Mpower or Customer has been advised of the possibility of such damages. Mpower's liability, and Customer's exclusive remedies against Mpower, for any damages caused by any service outage, defect or failure shall be the termination provisions of Section 6. **10. INDEMNIFICATION.** Customer is responsible for and will indemnify Mpower against any and all liabilities resulting from Customer's failure to fully comply with this Agreement, and damage or injury caused by the natural gas after its delivery to the Customer's Residence. **11. DISPUTES.** Customer agrees first to contact Mpower and attempt to resolve in good faith all billing disputes or service problems. In the event the parties are not able to reach a resolution, they agree to submit any claim to arbitration. Each party waives the right to litigate in court or arbitrate any claim or dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general. All disputes regarding transmission, distribution, power outages, and LDC charges should be directed to LDC. A dispute or complaint relating to a residential Customer may be submitted by either party at any time to the PSC pursuant to its Complaint Handling Procedures by calling the PSC at (202) 626-5120, by writing to the to the PSC at: DCPSC Office of Consumer Services, 1325 G St, NW, Suite 800, Washington, DC 20005 or through its website at: [www.dcpsc.org](http://www.dcpsc.org). A dispute or complaint relating to a residential Customer may also be submitted by either party at any time to the Office of the People's Counsel ("OPC") by calling (202) 727-3071, by writing to the to the OPC at: Office of the People's Counsel, 655 15th St NW suite 200, Washington, DC 20005 or through its website at: <https://opc-dc.gov>. This Agreement shall be construed in accordance with and be governed by the laws of the State of New York without regard to the conflicts of law provisions thereof. **12. MODIFICATION.** Mpower may modify any material terms of this Agreement with Customer's consent. Such amended Agreement will supersede any previous agreement. Mpower will provide Customer 30 days prior written notice of any modification. After receipt of such notice, Customer may agree or decline such modification. Mpower may assign or transfer its rights or obligations under this Agreement. You may not assign or transfer your rights or obligations hereunder. Additionally, Mpower may cancel this contract at any time. You will be notified via email and text message at the contact information listed in this Agreement.

## Terms and Conditions of Agreement - Continued

Should Mpower cancel this Agreement during the fixed price term of this Agreement, remedies available to the customer are limited to any savings the customer would have received as compared to the LDU as calculated by a comparison of the fixed rate and the utility rate(s) for the period of time remaining on the fixed price term of this Agreement. Such calculations cannot be determined until after the time at which a customer's fixed price term of this Agreement would have expired. **13. PROTECTION OF CUSTOMER RIGHTS.** Mpower's services are governed by this Agreement, rules and regulations issued by LDC, and the PSC. Your LDC's transmission and distribution functions will continue to be regulated by the PSC. Natural gas service may be disconnected only by the LDC and only in compliance with rules set by the PSC. In the event of failure to pay Mpower for natural gas provided to you, Mpower may terminate the business relationship between us. The PSC may be contacted in the manner set forth in Paragraph 11 above. **14. INFORMATION RELEASE AUTHORIZATION.** You authorize us to obtain information from LDC concerning your account including billing and payment history, account number, historical and future usage, meter readings and other characteristics of your natural gas service. You may rescind this authorization at any time by contacting Mpower. We will not release your confidential information without your consent, except that we may disclose your billing, payment and credit information solely for billing, collection and credit reporting. **15. COMMUNICATION POLICY.** By signing this Agreement, you are providing consent for Mpower and its agents/ affiliates to: (1) call or text you at your cell and land line numbers; and (2) to provide any required notices including this Agreement and modifications thereto by email or text message. This consent may only be revoked in writing. **16. FORCE MAJEURE.** Should the performance of the obligations of either party under this Agreement be prevented or delayed by an act of God, war, civil insurrection, epidemic, fire, flood, pandemic, storm, strike, lockout, or by any law, regulation, or civil order of any federal, state, county or municipal authority, or by any other cause beyond the control of the party to be excused, that party's performance under this Agreement, to the extent it is prevented or delayed, shall be excused. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party. Both parties acknowledge that the Covid-19/SARS pandemic is not and shall not be an unforeseen circumstance or a cause beyond the control of the party to be excused at any time during the Agreement. Both Parties agree to work in good faith and all time during the term of this Agreement. This paragraph shall supersede and control any other language in this Agreement.

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24 HILLEL PLACE,  
BROOKLYN, NEW YORK 11210

NOT LATER THAN MIDNIGHT OF THREE BUSINESS DAYS AFTER THE TRANSACTION DATE LISTED ABOVE.

I HEREBY CANCEL THIS TRANSACTION.

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Buyer's Signature

\_\_\_\_\_  
Date

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