



Thank You For Choosing Mpower Energy NJ LLC as Your Energy Supplier!

Customer Details

Signee Name		<div>Customer Signature</div> <div>Agent Signature</div>
Phone Number (Cell)		
Phone Number (Home)		
Email Address		
Date Signed		
Relationship to Account Holder		
Verification Date		
Verification Code		

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				

By entering into this contract, you are agreeing to purchase your electric supply (as specified above) from Mpower Energy NJ LLC (“Mpower”). Mpower offers premium 100% renewable energy and does not guarantee savings as compared to the utility. Energy supply will be provided by Mpower and energy delivery shall continue to be provided by the utility, which will also respond to any leaks and other emergencies.

You should contact your utility company in the event of any leaks, outages, or emergencies. Atlantic City Electric (ACE), 1-800-642-3780, www.atlanticcityelectric.com; Jersey Central Power and Light (JCP&L), 1-800-662-3115, www.firstenergycorp.com; Public Service Electric and Gas (PSEG), 1-800-436-7734, www.pseg.com; or Rockland Electric Company (RECO), 1-877-434-4100, www.oru.com.

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 LENGTH AND PRICING

Customers may elect a Fixed Rate structure, in which energy is charged at the per unit price and for the term identified above, commencing from the date of first service. For Fixed Rate contracts, once the Fixed Rate term ends the contract will continue at a Variable Rate determined on a month-to-month basis until terminated by either party, or unless renewed at a Fixed Rate. The Variable Rate generally increases with weather fluctuations and extremes.

CUSTOMER DISCLOSURE STATEMENT

Your signature on this form constitutes consent for Mpower to obtain account information from the utility and to purchase your supply for the above listed account(s) for the Mpower services selected above.

CANCELLATION POLICY

You will have seven calendar days from the date you receive confirmation notice from your utility company to contact the utility company and rescind this contract without penalty or fee. You may also cancel without penalty at any time by contacting Mpower. To cancel, email us at CustomerService@mpowerenergy.com. Upon receiving the cancellation request, Mpower will process the cancellation within 48 business hours and the customer will return to the utility at the commencement of the next billing cycle.

Mpower Energy NJ LLC Contract Summary

Customer Name:
Service Address:
Account Number (Electric):

Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your electric supply from this supplier.	Mpower Energy NJ, LLC - 40 Commerce Street, Newark, NJ 07102 (877)286-7693 customerservice@mpowerenergy.com www.mpowerenergy.com Mpower Energy NJ, LLC is licensed by the Board of Public Utilities to sell Electricity in New Jersey. BPU License No. ESL-0143. Energy supply will be provided by Mpower and energy delivery shall continue to be provided by your utility, which will continue to send you a single bill for the delivery service and for the electric supplied by Mpower.
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).
Statement Regarding Savings	Mpower offers premium 100% renewable energy and does not guarantee savings as compared to the utility.
Incentives	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.
Amount of time required to change from TPS back to default service or to another TPS	In the event of a cancellation, Mpower will process the cancellation request within 48 hours. The customer will return to the utility or be transferred to a new supplier at the commencement 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.
Distribution Company Information	The utility will continue to deliver the electric and the customer will continue to pay the utility for this service. You should contact your utility company in the event of any leaks, outages, or emergencies at: Atlantic City Electric (ACE), 1-800-642-3780, www.atlanticcityelectric.com; Jersey Central Power and Light (JCP&L), 1-800-662-3115, www.firstenergycorp.com; Public Service Electric and Gas (PSEG), 1-800-436-7734, www.pseg.com; or Rockland Electric Company (RECO), 1-877-434-4100, www.oru.com.
Right to Cancel/Rescind	Customer will have seven (7) calendar days from the date of the LDC's confirmation notice to contact its LDC and cancel this contract. Customer may also cancel at any time thereafter without penalty.

Terms and Conditions of Agreement

1. SCOPE. This Agreement applies to the purchase by you ("Customer" or "you") and sale by Mpower Energy NJ LLC ("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. **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. Mpower's liability for other claims arising in connection with any service or this agreement, if not otherwise limited by another provision of this agreement, shall be limited to proven direct damages not to exceed per claim (or in the aggregate during any 12-month period), the total net payments made by Customer for the applicable service during the 12 months preceding the month in which the damage occurred. **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, 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 New Jersey Board of Public Utilities (BPU) pursuant to its Complaint Handling Procedures by calling BPU at 1-800-624-0241 or by writing to BPU at: New Jersey Board of Public Utilities, Division of Customer Assistance, 44 South Clinton Ave, 9th Floor, P.O. Box 350, Trenton, NJ 08625-0350, or through its website at: www.bpu.state.nj.us. This Agreement shall be construed and governed by the laws of the State of New York without regard to its conflicts of law principles. **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.

13. PROTECTION OF CUSTOMER RIGHTS. Mpower's services are governed by this Agreement, rules and regulations issued by LDC, and BPU. Your LDC's transmission and distribution functions will continue to be regulated by BPU. Electric service may be disconnected only by LDC and only in compliance with rules set by BPU. In the event of failure to pay Mpower for electricity provided to you, Mpower may terminate the business relationship between us and service may be disconnected by LDC at the request of Mpower. BPU 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. Mpower 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. 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 and modifications to this Agreement by email or text message. This consent may only be revoked in writing.

18. 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 SEVEN CALENDAR DAYS FROM THE ABOVE DATE.

NOTICE TO RETAIL BUYER: YOU MAY RESCIND THIS SALE PROVIDED THAT YOU NOTIFY THE RETAIL SELLER OF YOUR INTENT TO DO SO BY MAIL, DELIVERY, TELEGRAM, ELECTRONIC MAIL, OR ANY OTHER FORM OF ELECTRONIC COMMUNICATION ACCEPTED BY THE RETAIL SELLER PRIOR TO MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE SALE. FAILURE TO EXERCISE THIS OPTION, HOWEVER, WILL NOT INTERFERE WITH ANY OTHER REMEDIES AGAINST THE RETAIL SELLER YOU MAY POSSESS. IF YOU WISH, YOU MAY USE THIS PAGE AS NOTIFICATION BY WRITING "I HEREBY RESCIND" AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS RECEIPT IS PROVIDED BY THE RETAIL SELLER FOR YOUR RECORDS.

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 SEVEN CALENDAR DAYS AFTER THE TRANSACTION DATE LISTED ABOVE.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature

Date

NOTICE OF CANCELLATION

Transaction Date: _____

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

NOTICE TO RETAIL BUYER: YOU MAY RESCIND THIS SALE PROVIDED THAT YOU NOTIFY THE RETAIL SELLER OF YOUR INTENT TO DO SO BY MAIL, DELIVERY, TELEGRAM, ELECTRONIC MAIL, OR ANY OTHER FORM OF ELECTRONIC COMMUNICATION ACCEPTED BY THE RETAIL SELLER PRIOR TO MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE SALE. FAILURE TO EXERCISE THIS OPTION, HOWEVER, WILL NOT INTERFERE WITH ANY OTHER REMEDIES AGAINST THE RETAIL SELLER YOU MAY POSSESS. IF YOU WISH, YOU MAY USE THIS PAGE AS NOTIFICATION BY WRITING "I HEREBY RESCIND" AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS RECEIPT IS PROVIDED BY THE RETAIL SELLER FOR YOUR RECORDS.

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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.

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24 HILLEL PLACE,
BROOKLYN, NEW YORK 11210

NOT LATER THAN MIDNIGHT OF SEVEN CALENDAR DAYS AFTER THE TRANSACTION DATE LISTED ABOVE.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature

Date



Thank You For Choosing Mpower Energy NJ LLC as Your Natural Gas Supplier!

Customer Details

Signee Name		<div>Customer Signature</div> <div>Agent Signature</div>
Phone Number (Cell)		
Phone Number (Home)		
Email Address		
Date Signed		
Relationship to Account Holder		
Verification Date		
Verification Code		

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				

By entering into this contract, you are agreeing to purchase your natural gas supply (as specified above) from Mpower Energy NJ LLC (“Mpower”). Mpower offers natural gas and does not guarantee savings as compared to the utility. Natural gas supply will be provided by Mpower and natural gas delivery shall continue to be provided by the utility, which will also respond to any leaks and other emergencies.

You should contact your utility company in the event of any leaks, outages, or emergencies.
Elizabethtown Gas (ETG), 1-800-242-5830, www.elizabethtowngas.com;
New Jersey Natural Gas Company (NJNG), 1-800-221-5325, www.njng.com;
Public Service Electric and Gas (PSEG), 1-800-436-7734, www.pseg.com; or
South Jersey Gas (SJI), 1-800-582-7060, www.southjerseygas.com.

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 LENGTH AND PRICING

Customers may elect a Fixed Rate structure, in which natural gas is charged at the per unit price and for the term identified above, commencing from the date of first service. For Fixed Rate contracts, once the Fixed Rate term ends the contract will continue at a Variable Rate determined on a month-to-month basis until terminated by either party, or unless renewed at a Fixed Rate. The Variable Rate generally increases with weather fluctuations and extremes.

CUSTOMER DISCLOSURE STATEMENT

Your signature on this form constitutes consent for Mpower to obtain account information from the utility and to purchase your supply for the above listed account(s) for the Mpower services selected above.

CANCELLATION POLICY

You will have seven calendar days from the date you receive confirmation notice from your utility company to contact the utility company and rescind this contract without penalty or fee. You may also cancel without penalty at any time by contacting Mpower. To cancel, email us at CustomerService@mpowerenergy.com. Upon receiving the cancellation request, Mpower will process the cancellation within 48 business hours and the customer will return to the utility at the commencement of the next billing cycle.

Mpower Energy NJ LLC Contract Summary

Customer Name:
Service Address:
Account Number (Gas):

Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your supply from this supplier.	Mpower Energy NJ, LLC - 40 Commerce Street, Newark, NJ 07102 (877)286-7693 customerservice@mpowerenergy.com www.mpowerenergy.com Mpower Energy NJ, LLC is licensed by the Board of Public Utilities to sell natural gas in New Jersey. BPU License No. ESL-0143. Natural gas supply will be provided by Mpower and natural gas delivery shall continue to be provided by your utility, which will continue to send you a single bill for the delivery service and for the gas supplied by Mpower.
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).
Statement Regarding Savings	Mpower offers natural gas and does not guarantee savings as compared to the utility.
Incentives	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.
Amount of time required to change from TPS back to default service or to another TPS	In the event of a cancellation, Mpower will process the cancellation request within 48 hours. The customer will return to the utility or be transferred to a new supplier at the commencement 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.
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Right to Cancel/Rescind	Customer will have seven (7) calendar days from the date of the LDC's confirmation notice to contact its LDC and cancel this contract. Customer may also cancel at any time thereafter without penalty.

Terms and Conditions of Agreement

1. SCOPE. This Agreement applies to the purchase by you ("Customer" or "you") and sale by Mpower Energy NJ LLC ("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. 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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. 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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.

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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 SEVEN CALENDAR DAYS FROM THE ABOVE DATE.

NOTICE TO RETAIL BUYER: YOU MAY RESCIND THIS SALE PROVIDED THAT YOU NOTIFY THE RETAIL SELLER OF YOUR INTENT TO DO SO BY MAIL, DELIVERY, TELEGRAM, ELECTRONIC MAIL, OR ANY OTHER FORM OF ELECTRONIC COMMUNICATION ACCEPTED BY THE RETAIL SELLER PRIOR TO MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE SALE. FAILURE TO EXERCISE THIS OPTION, HOWEVER, WILL NOT INTERFERE WITH ANY OTHER REMEDIES AGAINST THE RETAIL SELLER YOU MAY POSSESS. IF YOU WISH, YOU MAY USE THIS PAGE AS NOTIFICATION BY WRITING "I HEREBY RESCIND" AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS RECEIPT IS PROVIDED BY THE RETAIL SELLER FOR YOUR RECORDS.

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 SEVEN CALENDAR DAYS AFTER THE TRANSACTION DATE LISTED ABOVE.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature

Date

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