



# Thank You For Choosing Mpower Energy, LLC as Your Energy Supplier!

## Customer Details

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

**Customer Signature**

**Agent Signature**

Utility	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 LLC 24 Hillel Place Brooklyn, New York 11210 1-877-286-7693   Email: customerservice@mpowerenergy.com Website: www.mpowerenergy.com
Product	Fixed Rate: 50% Renewable Electric - Renewable electricity 50% greater than Mpower's Renewable Energy Standard (RES) obligation on a fixed rate plus all applicable taxes. The fixed rate is based on a number of costs which may include, but are not limited to: energy, transmission, capacity, ancillary services, renewable energy certificates, RTO system fees and other factors, plus Mpower's operating costs, expenses, and margins. This list is not exhaustive and no single factor will determine the rate, and the rate is set at the sole discretion of Mpower.
Supply Price	Fixed Rate 50% Renewable Electric - \$ _____ per kWh for _____ month(s).
Statement Regarding Savings	Mpower does not guarantee savings as compared to the utility.
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	Electricity is charged at the above fixed rate for _____ month(s) commencing from the date of first service. This contract will continue until its expiration unless either party provides notice of cancellation as provided herein and LDU completes the termination in accordance with its rules.
Cancellation/Early Termination Fees	There are no early termination fees.
Renewal Terms	Prior to the expiration of this contract, Mpower agrees to provide the customer with a timely renewal notice. The renewal notice will include information about the impending expiration of this contract and the current rates that Mpower can offer to the customer for a subsequent contract period. In the event that the customer does not affirmatively enroll for a subsequent contract period, Mpower will facilitate the transition of supply services back to the customer's local distribution utility (LDU).
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.

## **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 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](http://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](http://www.AskPSC.com).

## 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. PRICING.** The price for all electricity sold under this agreement shall be set as a fixed rate . The fixed rate is based on a number of costs which may include, but are not limited to: energy, transmission, capacity, ancillary services, renewable energy certificates, RTO system fees and other factors, plus Mpower’s operating costs, expenses, and margins. This list is not exhaustive and no single factor will determine the rate, and the rate is set at the sole discretion of Mpower. **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 to you prior to delivery to New York State. 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 commence as of the date customer’s notice regarding the change of customer’s provider to Mpower is deemed effective by the LDU and shall continue for the term of the contract (the Initial Term). There are no early termination fees associated with this product. Prior to the expiration of this contract, Mpower agrees to provide the customer with a timely renewal notice. The renewal notice will include information about the impending expiration of this contract and the current rates that Mpower can offer to the customer for a subsequent contract period. In the event that the customer does not affirmatively enroll for a subsequent contract period, Mpower will facilitate the transition of supply services back to the customer’s LDU. 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 calling Mpower at **877-286-7693**, by emailing Mpower at [CustomerService@Mpowerenergy.com](mailto:CustomerService@Mpowerenergy.com), or by contacting the LDU. 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.** The services provided by Mpower to Customer 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 Mpower’s service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Mpower by telephone or in writing as provided above. 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 LDU charges should be directed to LDU. 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](http://www.dps.ny.gov/complaints); Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30am-4:00pm); 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 DPU. **12. MODIFICATION.** Mpower may modify any material terms of this agreement with customer's affirmative 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.** The services provided by Mpower 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 other applicable requirements including the NYS Home Energy Fair Practices Act (HEFPA (for residential customers)). Mpower will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of nonpayment of any charges owed to Mpower a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting Mpower at **1-877-286-7693** or the DPS at 1-800-342-3377 (General Helpline), or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov/complaints>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728 (ESCO Hotline). **14. INFORMATION RELEASE AUTHORIZATION.** Customer authorizes Mpower to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; account number; credit information; public assistance status; participation in utility low income discount programs; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL §32(3); and information pertaining to PSL §33, tax status and eligibility for economic development or other incentives. This information may be used by Mpower to determine whether it will commence and/or continue to provide electricity supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Mpower. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Mpower or by calling Mpower at **1-877-286-7693**. Mpower reserves the right to cancel this Agreement in the event Customer rescinds the authorization. **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. information; public assistance status; participation in utility low income discount programs; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL §32(3); and information pertaining to PSL §33, tax status and eligibility for economic development or other incentives. This information may be used by Mpower to determine whether it will commence and/or continue to provide electricity supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Mpower. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Mpower or by calling Mpower at **1-877-286-7693**. Mpower reserves the right to cancel this Agreement in the event Customer rescinds the authorization. **16. RENEWABLE ENERGY CERTIFICATES.** Your electricity usage is matched by the generation of energy from renewable resources by retiring renewable energy certificates (RECs). 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. RECs will be purchased and retired to satisfy the percentage of renewable generation guaranteed by this agreement. 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. In order to satisfy the terms of this contract, RECs must be purchased from eligible renewable generators through NYGATS; by purchasing Tier 1 RECs from NYSERDA; by procuring RECs from eligible renewable generators through bilateral contracts; by entering into bundled energy and REC purchase agreements with eligible renewable generators; or by making Alternative Compliance Payments to NYSERDA.

**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 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.

**18. EMERGENCY SERVICE.** The LDU will continue to respond to leaks and emergencies. In event of a gas leak, service interruption or other emergency, Customer should immediately call the LDU at Consolidated Edison of New York (Con-Ed), 1-800-752-6633, [www.coned.com](http://www.coned.com); National Grid, 1-800-642-4272, [www.nationalgridus.com/NYHome](http://www.nationalgridus.com/NYHome); National Grid Island, 1-800-930-5003, [www.nationalgridus.com/Long-Island-NY-Home/Orange](http://www.nationalgridus.com/Long-Island-NY-Home/Orange) Rockland (O&R), 1-877-434-4100, [www.oru.com](http://www.oru.com); Central Hudson, 845-452-2700, [www.cenhud.com](http://www.cenhud.com); NYSE&G, 800-342-3377, [www.nyseg.com](http://www.nyseg.com).

**19. CONTACT INFORMATION.** Customers may contact Mpower Customer Service at 1-877-286-7693. Customer Service hours are Monday through Friday from 9:00 AM to 7:00 PM Eastern Standard Time (EST) and Saturday from 9:00 AM to 6:00 PM EST. Customers may also contact Mpower Customer Service via email at [customerservice@mpowerenergy.com](mailto:customerservice@mpowerenergy.com) or via mail at Mpower Energy LLC, ATTN: Customer Service, 24 Hillel Place, Brooklyn, New York 11210.

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 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

\_\_\_\_\_  
Buyer's Name (Printed)

\_\_\_\_\_  
Buyer's Account Number

NOTICE OF CANCELLATION

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

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BROOKLYN, NEW YORK 11210

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I HEREBY CANCEL THIS TRANSACTION.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Name (Printed)

\_\_\_\_\_  
Buyer's Account Number



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

## Customer Details

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

**Customer Signature**

**Agent Signature**

Utility	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 LLC 24 Hillel Place Brooklyn, New York 11210 1-877-286-7693   Email: customerservice@mpowerenergy.com Website: www.mpowerenergy.com
Product	Fixed Rate Natural Gas - The price for gas sold under this Agreement shall be a fixed-rate product limited to a price no greater than the trailing 12-month average utility supply rate plus a premium of no more than 5% per Therm, plus all applicable taxes.
Supply Price	\$ _____ per Therm for _____ month(s).
Statement Regarding Savings	Mpower does not guarantee savings as compared to the utility.
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	Natural gas is charged at the above fixed rate for _____ month(s) commencing from the date of first service. This contract will continue until its expiration unless either party provides notice of cancellation as provided herein and LDU completes the termination in accordance with its rules.
Cancellation/Early Termination Fees	There are no early termination fees.
Renewal Terms	Prior to the expiration of this contract, Mpower agrees to provide the customer with a timely renewal notice. The renewal notice will include information about the impending expiration of this contract and the current rates that Mpower can offer to the customer for a subsequent contract period. In the event that the customer does not affirmatively enroll for a subsequent contract period, Mpower will facilitate the transition of supply services back to the customer's local distribution utility (LDU).
Rescission	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.

# New York State Public Service Commission

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- A clear description of the services offered by the ESCO.
- Receive natural gas delivery and 24 hour emergency services from your utility company.
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- 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;
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## 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. PRICING.** The price for all natural gas sold under this agreement shall be a fixed rate product limited to a price no greater than the trailing 12-month average utility supply rate plus a premium of no more than 5% plus, in each case, all applicable taxes. **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. **5. TITLE AND TAXES.** Title to gas shall pass to you prior to delivery to New York State. 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 commence as of the date Customer’s notice regarding the change of Customer’s provider to Mpower is deemed effective by the LDU and shall continue for the term of the contract (the Initial Term ). There are no early termination fees associated with this product. 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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 natural gas after its delivery to the Customer’s Residence. **11. DISPUTES.** The services provided by Mpower to Customer are governed by the terms and conditions of this agreement and HEFPA for residential customers. 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DPS complaints may be directed as follows: Website: [www.dps.ny.gov/complaints](http://www.dps.ny.gov/complaints); Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30am-4:00pm); or Mail: Office of Consumer Services, NYS Department of Public Service, 3

## Terms and Conditions of Agreement - Continued

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. **12. MODIFICATION.** Mpower may modify any material terms of this Agreement with Customer's affirmative 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.** The services provided by Mpower 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 other applicable requirements including the NYS Home Energy Fair Practices Act (HEFPA (for residential customers)). Mpower will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of nonpayment of any charges owed to Mpower a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting Mpower at **1-877-286-7693** or the DPS at 1-800-342-3377 (General Helpline), or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov/complaints>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728 (ESCO Hotline). **14. INFORMATION RELEASE AUTHORIZATION.** Customer authorizes Mpower to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; account number; credit information; public assistance status; participation in utility low income discount programs; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL §32(3); and information pertaining to PSL §33, tax status and eligibility for economic development or other incentives. This information may be used by Mpower to determine whether it will commence and/or continue to provide natural gas supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Mpower. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Mpower or by calling Mpower at **1-877-286-7693**. Mpower reserves the right to cancel this Agreement in the event Customer rescinds the authorization. **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. information; public assistance status; participation in utility low income discount programs; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL §32(3); and information pertaining to PSL §33, tax status and eligibility for economic development or other incentives. This information may be used by Mpower to determine whether it will commence and/ or continue to provide natural gas supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Mpower. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Mpower or by calling Mpower at **1-877-286-7693**. Mpower reserves the right to cancel this Agreement in the event Customer rescinds the authorization. **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 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. **17. EMERGENCY SERVICE.** The LDU will continue to respond to leaks and emergencies. In event of a gas leak, service interruption or other emergency, Customer should immediately call the LDU at Consolidated Edison of New York (Con-Ed), 1-800-752-6633, [www.coned.com](http://www.coned.com); National Grid, 1-800-642-4272, [www.nationalgridus.com/NYHome](http://www.nationalgridus.com/NYHome); National Grid Long Island, 1-800-930-5003, [www.nationalgridus.com/Long-Island-NY-Home/Orange](http://www.nationalgridus.com/Long-Island-NY-Home/Orange) and Rockland (O&R), 1-877-434-4100,

## Terms and Conditions of Agreement - Continued

www.oru.com; Central Hudson, 845-452-2700, www.cenhud.com; NYSE&G, 800-342-3377, www.nyseg.com. **18. CONTACT INFORMATION.** Customers may contact Mpower Customer Service at **1-877-286-7693**. Customer Service hours are Monday through Friday from 9:00 AM to 7:00 PM Eastern Standard Time (EST) and Saturday from 9:00 AM to 6:00 PM EST. Customers may also contact Mpower Customer Service via email at [customerservice@mpowerenergy.com](mailto:customerservice@mpowerenergy.com) or via mail at Mpower Energy LLC, ATTN: Customer Service, 24 Hillel Place, Brooklyn, New York 11210.

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 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

\_\_\_\_\_  
Buyer's Name (Printed)

\_\_\_\_\_  
Buyer's Account Number

NOTICE OF CANCELLATION

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Name (Printed)

\_\_\_\_\_  
Buyer's Account Number