



Customer Details

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

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

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	\$ ____/kWh. Stated rate is exclusive of all applicable state and local taxes and the utility's service and delivery charges. Energy supply will be provided by Mpower and energy delivery shall continue to be provided by the utility, which will continue to send you a single bill for the delivery service and for the electric supplied by Mpower. Your utility company will also respond to any leaks and other emergencies. In the event of any leaks, outages, or emergencies, you should contact your utility company at: American Electric Power: Aep.com, 800-672-2231; Ohio Edison: Firstenergycorp.com/ohio_edison, 800-633-4766; The Illuminating Company: Firstenergycorp.com/illuminating company, 800-589-3101; Toledo Edison: firstenergycorp.com/toledo_edison, 800-447-3333; Duke Energy: duke-energy.com, 800.634.4300.
Fixed or Variable and, if variable, how the price is determined	Fixed Rate - Energy is charged at the above Price for ____ month(s), commencing from the date of first service. 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. 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, or unless renewed at a Fixed Rate. 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 but is not tied to any published index and does not have a cap. The Variable Rate generally increases with weather fluctuations and extremes.

Material terms of this agreement continue onto the next page.

Mpower Energy NJ, LLC All rights reserved. 877-286-7693. Mpower Energy NJ, LLC is licensed by the Public Utility Commission to sell Electricity in the state of Ohio

Process customer may use to rescind the agreement without penalty	You may also cancel without penalty at any time by contacting Mpower or the utility. To cancel with Mpower, email us at customerService@mpowerenergy.com or call customer service at 877-286-7693. 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. To cancel with the utility, reach out to your utility at American Electric Power: Aep.com , 800-672-2231; Ohio Edison: Firstenergycorp.com/ohio_edison , 800-633-4766; The Illuminating Company: Firstenergycorp.com/illuminating_company , 800-589-3101; Toledo Edison: firstenergycorp.com/toledo_edison , 800-447-3333; Duke Energy: duke-energy.com , 800.634.4300.
Conditions under which savings to the customer are guaranteed	Mpower offers premium 100% renewable energy and does not guarantee savings as compared to the utility.
Late payment fee and method of calculation	Failure to pay bills on time may result in a late payment fee of 1.5% or the amount otherwise provided in the local distribution company tariff.

Terms and Conditions of Agreement

1.SCOPE. This Agreement applies to the purchase by you (Customer or you) and sale by Mpower Energy (Mpower, us, we or our) of electricity. **2. AGENCY.** Customer designates Mpower as its agent for receiving Customer billing information from the local distribution company (LDC), and for procuring and scheduling the transmission and ancillary services necessary to deliver electricity purchased by you to LDC. LDC will continue to deliver the electricity. **3. RATES.** "Fixed Price" means the price for electricity sold hereunder for the fixed period of time specified in your signed agreement and any subsequent modifications thereto. At the end of the fixed period, the Variable Price shall thereafter be in effect unless we provide notice of a new Fixed Price offer to the Customer, unless and until Customer rejects such offer by replying to us in writing. "Variable Price" means the price for all electricity sold hereunder and established on an approximately monthly basis based upon electricity market pricing, transportation or transmission, and other market and business price related factors. Notwithstanding any other provision herein, we may change the Variable Price without additional notice and such price may be higher or lower than LDC's price in any particular month. **4. BILLING AND PAYMENT.** You will normally receive one bill each month issued by LDC, or by Mpower if directed by LDC. Payment terms (including budget billing) are governed by the terms of LDC's tariff if LDC issues the bill. Your bill will be based on scheduled meter readings and/or estimates provided by LDC. The parties agree to accept, for purposes of accounting for electricity delivered hereunder, quantity, quality, and measurements determined by LDC. **5. TITLE AND TAXES.** Title to electricity shall pass from us to you prior to delivery to LDC. 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 LDC completes the termination in accordance with its rules. Unless earlier terminated, this Agreement will continue after the fixed period with a fixed or variable rate according to Section 3. You will not be charged a fee for termination by Mpower but you shall remit to Mpower all past due charges. Your prior supplier may charge a switching fee and may not serve you under the same rates, terms, and conditions that apply to other customers. A residential customer may rescind this Agreement at any time during the seven (7) business days following receipt of this Agreement or may thereafter cancel this Agreement at any time by contacting the LDC, calling Mpower at 877-286-7693, or emailing Mpower at CustomerService@Mpowerenergy.com. For Customer's protection against fraud, Customer 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 or 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 month's 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, 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. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826(toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio

Terms and Conditions of Agreement - Continued

consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>. 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. MODIFICATIONS.** Mpower may modify the terms of this Agreement at any time. 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 cancel the Agreement before the commencement of the next billing cycle. 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, the Ohio Statutes, and PUCO rules. Your LDC's transmission and distribution functions will continue to be regulated by PUCO. Electric service may be disconnected only by LDC and only in compliance with rules set by the foregoing sources. In the event of failure to pay Mpower for electricity provided to you or fail to meet any agreed-upon payment obligations, Mpower may terminate the business relationship between us on 14-day written notice and service may be disconnected by LDC at the request of Mpower. The NYPSC 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. You may request from Mpower twice within each 12-month period up to 24 months of your payment history without charge. Mpower is prohibited from disclosing your social security number and/or account number(s) without your consent except for our own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Ohio Revised Code, or assigning your contract to another supplier. **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 and modifications to this Agreement by email or text message. This consent may only be revoked in writing.



24 Hillel Place
Brooklyn, NY 11210
Phone: (718) 233-1167
Fax: (718) 307-6472
www.MpowerEnergy.com

Ohio Public Utilities Commission Electric Supplier Acknowledgement Form

Congratulations! You have selected Mpower Energy NJ LLC (“Mpower”) as your electric supplier in the state of Ohio. As part of the enrollment process, we require you to acknowledge the terms and conditions of your electric supply agreement with us. Please review and sign the following acknowledgement form to indicate your acceptance.

I acknowledge that the Mpower representative stated that he/she was representing Mpower, a retail electric supplier, and was not from the utility.

I acknowledge that the Mpower representative explained that by signing the enrollment form I was entering into an agreement/contract for Mpower to supply me with electricity.

I acknowledge that the Mpower representative explained that the price for electricity under the signed contract is _____ dollars per kWh, plus sales tax.

I acknowledge that the Mpower representative explained that the contract term is _____ year(s).

I acknowledge that the Mpower representative explained my right to cancel the contract at any time.

I acknowledge that the Mpower representative left two completed right to cancel notices with me.

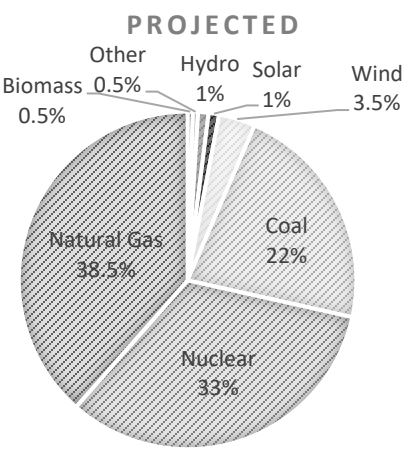
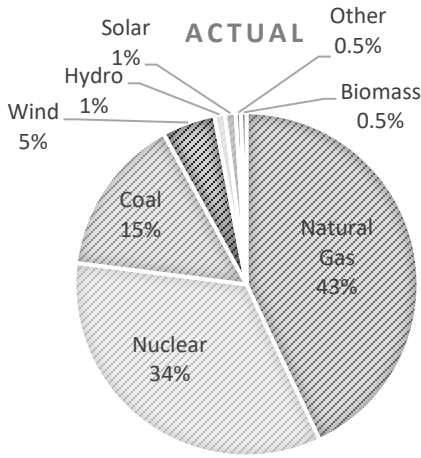
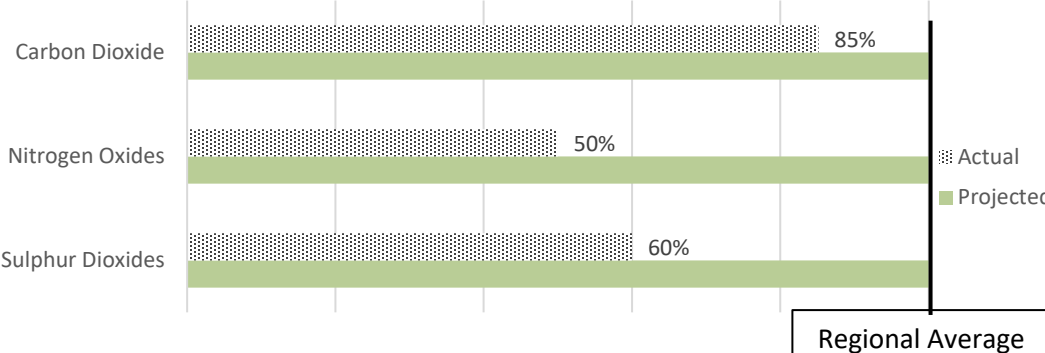
I acknowledge that the Mpower the representative disclosed that there is no early termination fee if I cancel the contract before the expiration of the contract term.

Customer Signature: _____

Date: _____

Printed Name: _____

Account No.: _____

Environmental Disclosure Information – Quarterly Comparisons				
Mpower Energy NJ LLC				
Projected Data for the 2023 Calendar Year				
Actual Data for the Period 01/01/23 to 3/31/23				
Generation Resource Mix - A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.	<div>PROJECTED</div> 		<div>ACTUAL</div> 	
Environmental Characteristics– A description of the characteristics associated with each possible generation resource.	Biomass Power	Air Emissions and Solid Waste		
	Coal Power	Air Emissions and Solid Waste		
	Hydro Power	Wildlife Impacts		
	Natural Gas Power	Air Emissions and Solid Waste		
	Nuclear Power	Radioactive Waste		
	Oil Power	Air Emissions and Solid Waste		
	Other Sources	Unknown Impacts		
	Solar Power	No Significant Impacts		
	Unknown Purchased Resources	Unknown Impacts		
	Wind Power	Wildlife Impacts		
Air Emissions – Product-specific projected and actual air emissions for this period compared to the regional average air emissions.				
	Regional Average			
Radioactive Waste – Radioactive waste associated with the product.	Type:	Quantity:		
	High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	
	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh	
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Mpower Energy NJ LLC at customerservice@mpowerenergy.com or (877)286-7693.				

NOTICE OF CANCELLATION

Transaction Date: _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN SEVEN 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 TEN 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

NO LATER THAN MIDNIGHT OF SEVEN BUSINESS DAYS AFTER THE DATE OF THE ABOVE REFERENCED TRANSACTION.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature

Date

Customer Name

NOTICE OF CANCELLATION

Transaction Date: _____

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Buyer's Signature

Date

Customer Name



Customer Details

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

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

Supplier Information	<p>Mpower Energy NJ LLC 24 Hillel Place Brooklyn, New York 11210 1-877-286-7693 Email: customerservice@mpowerenergy.com Website: www.mpowerenergy.com</p>
Price Structure	<p>\$ ____/CCF. Stated rate is exclusive of all applicable state and local taxes and the utility's service and delivery charges. Natural gas supply will be provided by Mpower and natural gas delivery shall continue to be provided by the utility, which will continue to send you a single bill for the delivery service and for the gas supplied by Mpower. Your utility company will also respond to any leaks and other emergencies. In the event of any leaks, outages, or emergencies, you should contact your utility company at: Duke Energy: duke-energy.com, 800.634.4300; Columbia Gas: columbiagasohio.com, 800.344.4077; or Dominion Energy: dominionenergy.com/ohio, 800.362.7557.</p>
Fixed or Variable and, if variable, how the price is determined	<p>Fixed Rate - Natural gas is charged at the above Price for ____ month(s), commencing from the date of first service. 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. 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, or unless renewed at a Fixed Rate. 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 but is not tied to any published index and does not have a cap. The Variable Rate generally increases with weather fluctuations and extremes.</p>

Material terms of this agreement continue onto the next page.

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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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Terms and Conditions of Agreement - Continued

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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 and modifications to this Agreement by email or text message. This consent may only be revoked in writing.



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Brooklyn, NY 11210
Phone: (718) 233-1167
Fax: (718) 307-6472
www.MpowerEnergy.com

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I acknowledge that the Mpower representative explained that the price for natural gas under the signed contract is _____ dollars per CCF, plus sales tax.

I acknowledge that the Mpower representative explained that the contract term is _____ year(s).

I acknowledge that the Mpower representative explained my right to cancel the contract at any time.

I acknowledge that the Mpower representative left two completed right to cancel notices with me.

I acknowledge that the Mpower the representative disclosed that there is no early termination fee if I cancel the contract before the expiration of the contract term.

Customer Signature: _____

Date: _____

Printed Name: _____

Account No.: _____

NOTICE OF CANCELLATION

Transaction Date: _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN SEVEN 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 TEN 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

NO LATER THAN MIDNIGHT OF SEVEN BUSINESS DAYS AFTER THE DATE OF THE ABOVE REFERENCED TRANSACTION.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature

Date

Customer Name

NOTICE OF CANCELLATION

Transaction Date: _____

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