



# Thank You For Choosing Mpower Energy NJ 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

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				

By entering into this contract, you are agreeing to purchase your gas supply (as specified above) from Mpower Energy NJ (“Mpower”). Mpower offers natural gas and does not guarantee savings as compared to the utility. 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. Natural gas supply will be provided by Mpower and natural gas delivery shall continue to be provided by the utility, which will continue to bill you for the delivery service and for your gas supplied by Mpower. Your utility company will also respond to any leaks and other emergencies. You should contact your utility company in the event of any leaks, outages, or emergencies, at Columbia Gas of Pennsylvania, Inc. 1-888-460-4332; Peoples Gas Company, 1.800.764.0111; Philadelphia Gas Works (PGW), 215-235-1000; or UGI Utilities, Inc., 800-276-2722.

### 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. Customers may elect a Variable Rate structure, which is determined monthly based on market pricing, but is not tied to any published index, and does not have a cap. The Variable Rate generally increases with weather fluctuations and extremes. If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

### 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 Energy services selected above.

### RESCISSION / CANCELLATION POLICY

You will have three business 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. Please note that: (1) Generation prices and charges are set by the generation supplier you have chosen. (2) The Public Utility Commission regulates distribution prices and services. (3) The Federal Energy Regulatory Commission regulates transmission prices and services.

Natural Gas Supplier Information	Mpower Energy NJ LLC 24 Hillel Place, Brooklyn, New York 11210 877-286-7693 Mpowerenergy.com CustomerService@Mpowerenergy.com Customer is contracting for the supply of natural gas from Mpower. Mpower will be responsible for generation charges. Customer will remain in service with LDS for the delivery of natural gas and will continue to receive a single monthly bill from LDS for supply and delivery charges.
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 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. Customer will receive notification in monthly bills.
Generation Supply Price	\$___ per CCF for ___ month(s).
Statement Regarding Savings	Mpower offers natural gas and does not guarantee savings as compared to the utility.
Deposit Requirements	None
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.
Contract Term/Length	Contract will remain in force until terminated by either party. This contract may be terminated by customer at any time.
Cancellation/Early Termination Fees	There are no Cancellation or Early Termination Fees.
Renewal Terms	At end of contract, customer will be transferred back to default supplier.
Distribution Company Information	Natural gas supply will be provided by Mpower and natural gas delivery shall continue to be provided by the utility, which will continue to bill you for the delivery service and for your gas supplied by Mpower. Your utility company will also respond to any leaks and other emergencies. You should contact your utility company in the event of any leaks, outages, or emergencies, at: Columbia Gas of Pennsylvania, Inc. 1-888-460-4332; PECO Energy Company, 1-800-841-4141; Peoples Gas Company, 1.800.764.0111; Philadelphia Gas Works (PGW), 215-235-1000; UGI Utilities, Inc., 800-276-2722.
Right to Cancel/Rescind	Customer will have three (3) business 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 (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 company (LDC), and for procuring and scheduling the transmission and ancillary services necessary to deliver natural gas purchased by you to LDC. **3. RATES.** "Fixed Price" means the price for natural gas 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 natural gas sold hereunder and established on an approximately monthly basis based upon natural gas 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 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 natural gas delivered hereunder, quantity, quality, and measurements determined by LDC. **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 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 but you shall remit to Mpower all past due charges. A residential customer may rescind this Agreement at any time during the three (3) 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 natural gas after its delivery to the Customer's residence. **11. DISPUTES.** Customer agrees first to contact Mpower and attempt to resolve in good faith all billing disputes or service problems. In the event the parties are not able to reach a resolution, they agree to submit any claim to arbitration. Each party waives the right to litigate in court or arbitrate any claim or dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general. All disputes regarding transmission, distribution, power outages, and LDC charges should be directed to LDC. A dispute or complaint relating to a residential customer may be submitted by either party at any time to the Pennsylvania Public Utilities Commission (PUC) pursuant to its complaint handling procedures by calling PUC at 1-800-692-7380 or by writing to PUC at: Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105-3265, or through its website at: [www.puc.state.pa.us](http://www.puc.state.pa.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 the terms of this Agreement at any time. Such amended Agreement will supersede any previous agreement between Customer and Mpower. Mpower

## Terms and Conditions of Agreement - Continued

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 PUC. Your LDC's transmission and distribution functions will continue to be regulated by PUC. Natural gas service may be disconnected only by LDC and only in compliance with rules set by PUC. In the event of failure to pay Mpower for natural gas provided to you, Mpower may terminate the business relationship between us and service may be disconnected by LDC at the request of Mpower. PUC may be contacted in the manner set forth in Paragraph 11 above. **14. INFORMATION RELEASE AUTHORIZATION.** You authorize us to obtain information from LDC concerning your account including billing and payment history, account number, historical and future usage, meter readings and other characteristics of your natural gas service. You may rescind this authorization at any time by contacting Mpower. We will not release your confidential information without your consent, except that we may disclose your billing, payment and credit information solely for billing, collection and credit reporting. **15. COMMUNICATION POLICY.** By signing this agreement, you are providing consent for Mpower and its agents/affiliates to: (1) call or text you at your cell and land line numbers; and (2) to provide any required notices and modifications to this Agreement by email or text message. This consent may only be revoked in writing.

NOTICE OF CANCELLATION

Name of Customer: \_\_\_\_\_

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 THREE (3) 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 \_\_\_\_\_ (Transaction Date plus three business days).

I HEREBY CANCEL THIS TRANSACTION.

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

\_\_\_\_\_  
Date

NOTICE OF CANCELLATION

Name of Customer: \_\_\_\_\_

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

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MPOWER ENERGY NJ LLC  
24 HILLEL PLACE,  
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NOT LATER THAN MIDNIGHT OF \_\_\_\_\_ (Transaction Date plus three business days).

I HEREBY CANCEL THIS TRANSACTION.

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

\_\_\_\_\_  
Date





# Thank You for Choosing Mpower Energy NJ 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

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 (“Mpower”). Mpower offers premium 100% renewable energy and does not guarantee savings as compared to the utility. 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. Energy supply will be provided by Mpower and energy delivery shall continue to be provided by the utility, which will continue to bill you for the delivery service and for your electric supplied by Mpower. Your utility company will also respond to any leaks and other emergencies. You should contact your utility company in the event of any leaks, outages, or emergencies: Duquesne Light Company (DQE), 1-888-393-7000; PPL Electric Utilities (PPL), 1-800-342-5775; PECO Energy Company, 1-800-841-4141; UGI Utilities, Inc., 800-276-2722.

### 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. Customers may elect a Variable Rate structure, which is determined monthly based on market pricing, but is not tied to any published index, and does not have a cap. The Variable Rate generally increases with weather fluctuations and extremes. If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

### 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 Energy services selected above.

### RESCISSION / CANCELLATION POLICY

You will have three business 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. Please note that: (1) Generation prices and charges are set by the electric generation supplier you have chosen. (2) The Public Utility Commission regulates distribution prices and services. (3) The Federal Energy Regulatory Commission regulates transmission prices and services.

Electric Generation Supplier Information	Mpower Energy NJ LLC 24 Hillel Place, Brooklyn, New York 11210 877-286-7693 Mpowerenergy.com CustomerService@Mpowerenergy.com Customer is contracting for the supply of energy from Mpower. Mpower will be responsible for generation charges. Customer will remain in service with LDS for the delivery of energy and will continue to receive a single monthly bill from LDS for supply and delivery charges.
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 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. Customer will receive notification in monthly bills.
Generation 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.
Deposit Requirements	None
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.
Contract Term/Length	Contract will remain in force until terminated by either party. This contract may be terminated by customer at any time.
Cancellation/Early Termination Fees	There are no Cancellation or Early Termination Fees.
Renewal Terms	At end of contract, customer will be transferred back to default supplier.
Distribution Company Information	Energy supply will be provided by Mpower and energy delivery shall continue to be provided by the utility, which will continue to bill you for the delivery service and for your electric supplied by Mpower. Your utility company will also respond to any leaks and other emergencies. You should contact your utility company in the event of any leaks, outages, or emergencies, at: Duquesne Light Company (DQE), 1-888-393-7000; PPL Electric Utilities (PPL), 1-800-342-5775; PECO Energy Company, 1-800-841-4141; UGI Utilities, Inc., 800-276-2722.
Right to Cancel/Rescind	Customer will have three (3) business 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 (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. **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 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 and 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 but you shall remit to Mpower all past due charges. 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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. 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. A dispute or complaint relating to a residential customer may be submitted by either party at any time to the Pennsylvania Public Utilities Commission (PUC) pursuant to its complaint handling procedures by calling PUC at 1-800-692-7380 or by writing to PUC at: Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105-3265, or through its website at: [www.puc.state.pa.us](http://www.puc.state.pa.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 the terms of this Agreement at any time. Such amended Agreement will supersede any previous agreement between Customer and Mpower. Mpower

## Terms and Conditions of Agreement - Continued

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NOTICE OF CANCELLATION

Name of Customer: \_\_\_\_\_

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 THREE (3) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

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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 \_\_\_\_\_ (Transaction Date plus three business days).

I HEREBY CANCEL THIS TRANSACTION.

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

\_\_\_\_\_  
Date

NOTICE OF CANCELLATION

Name of Customer: \_\_\_\_\_

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 THREE (3) 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 \_\_\_\_\_ (Transaction Date plus three business days).

I HEREBY CANCEL THIS TRANSACTION.

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

\_\_\_\_\_  
Date