



**Verde Energy USA New York, LLC
RESIDENTIAL AND SMALL COMMERCIAL CUSTOMER DISCLOSURE STATEMENT**

| | |
|----------------------------|--|
| Price Plan | Fixed - 100.0 % Renewable Plan |
| Rate | 5.99¢ per kWh - Green Choice 12 |
| Monthly Administrative Fee | \$0.00 |
| Term of Agreement | 12 Months |
| Customer Rescind Process | Residential customers may rescind this Agreement within three (3) business days of receipt of these Terms of Service without penalty. All customers may cancel this Agreement within ten (10) business days of enrollment without penalty. |
| Termination Procedures | You may cancel this Agreement at any other time by calling Verde Energy, but you will be required to pay the early termination fee described below. You may also cancel this Agreement without being assessed an early termination or cancellation fee if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. Verde Energy may terminate this Agreement at any time with at least fifteen (15) calendar days' notice to you after complying with applicable regulations. |
| Early Termination Fee | \$0.00 per meter |
| Late Payments | Late fees are calculated and billed by the local utility. |
| Agreement Renewal | This Agreement shall remain in effect until Customer notifies Company in writing or by phone at least thirty (30) days prior to Customer's requested end date, of intent to cancel, and the local utility completes the termination. |
| Guaranteed Savings | This Agreement offers no guaranteed savings |

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.

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 or the ESCO hotline at 1-888-697-7728 (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

New York Residential and Small Commercial Customer Disclosure Statement and Terms of Service

This is an agreement for electric service between Verde Energy USA New York, LLC ("Verde Energy", "Verde" or "We") and you ("You" or "Customer"), for the service address or addresses set forth in your Welcome Letter or Electric Service Agreement. Together, this Customer Disclosure Statement (CDS), including the terms of service set forth herein, and your Welcome Letter or Electric Service Agreement (ESA) collectively describe your agreement with respect to your purchase of electric service from Verde Energy (Agreement). In the event of any conflict between the terms of the CDS and the terms of the Welcome Letter or Electric Service Agreement, the CDS terms will govern. You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Verde Energy is licensed by the New York State Public Service Commission to offer and supply electric services in New York. We will supply the energy and set the supply prices and charges that you pay. Your Local Distribution Utility will continue to deliver the electricity to you and respond to leaks and emergencies. The Public Service Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions:

- Small Commercial Customer – A non-residential customer without a demand meter.
- Local Distribution Utility (LDU) – A gas or electric corporation owning, operating or managing electric or gas facilities for the purpose of distributing gas or electricity to end users.
- Generation Charge – Charge for production of electricity.
- Public Service Commission (PSC) – the New York State Public Service Commission.
- New York Independent System Operator (NYISO) – The independent entity that operates the bulk transmission system in New York.
- Transmission Charge – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

Right of Rescission - Residential customers have the right to rescind this Agreement within three (3) business days after receipt of the Customer Disclosure Statement and Terms of Service.

All customers have ten business days after enrollment to cancel this Agreement without penalty.

Terms of Service

1. Basic Service Prices.

Your rate plan will be as specified in your CDS.

Fixed Rate Plan: You will pay the fixed rate per kWh as specified in your CDS or Electric Service Agreement for the length of your Term. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your CDS or Electric Service Agreement.

Immediate Savings Plan: For the first two months of your Term, you will receive a specified percentage savings (shown in your CDS) off of the LDU's base energy rate for electricity supply. For the remainder of your term, you will receive Verde Energy's standard variable rate which will VARY FROM MONTH-TO-MONTH BASED ON A VARIABLE RATE METHODOLOGY WHICH SHALL REFLECT, FOR EACH MONTH, THE COST OF ELECTRICITY OBTAINED FROM ALL SOURCES (INCLUDING ENERGY, CAPACITY, SETTLEMENT, ANCILLARIES), RELATED TRANSMISSION IF APPLICABLE, AND OTHER MARKET-RELATED FACTORS, PLUS ALL APPLICABLE TAXES, FEES, CHARGES OR OTHER ASSESSMENTS, AND VERDE ENERGY'S COSTS, EXPENSES AND MARGINS. THERE IS NO LIMIT TO THE VARIABLE RATE, AND IT MAY BE HIGHER THAN THAT CHARGED BY THE UTILITY. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your CDS or Electric Service Agreement.

Variable Rate Plan: THE VARIABLE RATE PLAN IS A MONTH-TO-MONTH PLAN BASED ON A VARIABLE RATE METHODOLOGY WHICH SHALL REFLECT, FOR EACH MONTH, THE COST OF ELECTRICITY OBTAINED FROM ALL SOURCES (INCLUDING ENERGY, CAPACITY, SETTLEMENT, ANCILLARIES), RELATED TRANSMISSION IF APPLICABLE, AND OTHER MARKET-RELATED FACTORS, PLUS ALL APPLICABLE TAXES, FEES, CHARGES OR OTHER ASSESSMENTS, AND VERDE ENERGY'S COSTS, EXPENSES AND MARGINS. THERE IS NO LIMIT TO THE VARIABLE GENERATION RATE, AND IT MAY BE HIGHER THAN THAT CHARGED BY THE UTILITY. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your CDS or Electric Service Agreement.

The rate you pay Verde Energy will include the Generation Charge and Transmission Charge. If your plan includes a green or renewable component, then Verde Energy will purchase and retire renewable energy certificates ("RECs") or attributes to ensure that an amount equal to the specified percentage of your electricity usage, as disclosed in your CDS if applicable, is generated by renewable sources. The renewable or green content of your plan, if applicable, is specified in your CDS.

Your price does not include applicable New York sales tax, use tax, local tax or gross receipt taxes imposed by New York State Tax Law. You are responsible for any and all taxes (whether passed through to you on LDU's bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and LDU charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide Verde Energy with the necessary certificates and other documentation to qualify for such status.

2. Billing. Verde Energy services are only a portion of your total monthly bill for the delivery of electricity. Your LDU will continue to issue a monthly bill and the bill will include both your Transmission Charge and your Generation Charge, and any other charges incurred in accordance with this Agreement. Your LDU may provide Verde Energy your customer billing and payment information as part of the billing process. Bills will continue to be based on actual or estimated meter readings. Unless otherwise provided herein, your payment terms and late payment penalties will be governed by the terms of the LDU's tariff. Verde Energy does not pay or arrange for the payment of any outstanding debts owed by you to the LDU or a previous Energy Service Company ("ESCO").

3. Length of Agreement (Term) (No Guarantee of Switch Period). The Term of this Agreement is shown on your CDS. With the exception of a new meter installation or special meter reading date, you will buy your electric service for the service addresses set forth in your Welcome Letter or Electric Service Agreement from Verde Energy on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. Customer acknowledges that Verde Energy cannot guarantee a switch of Customer's account by a specific date and hereby holds harmless Verde Energy from any liability for, or arising out of, delays in this process. This Agreement shall remain in effect until you notify Verde Energy in writing or by phone of your intent to cancel at least 30 days prior to your requested end date and until such time as the LDU completes the termination in accordance with its rules.

4. Penalties, Fees and Exceptions.

Residential customers and customers solicited via Door-to-Door Sales as defined in the New York State Uniform Business Practices: If you cancel or terminate this Agreement prior to the end of the Term, you will pay an early termination fee of no more than \$100 if your agreement has a term of less than 12 months remaining and no more than \$200 if your agreement has a term of more than 12 months remaining, if applicable to your plan, , unless such early termination fee is waived or otherwise modified in writing by Verde Energy. The amount of your early termination fee, if applicable, is disclosed in your CDS.

Small Commercial Customers not solicited via Door-to-Door Sales: You will pay an early termination fee, if applicable to your plan, if you cancel or terminate this Agreement prior to the end of the Term, unless such early termination fee is waived or otherwise modified in writing by Verde Energy. The amount of your early termination fee, if applicable to your plan, is disclosed in your CDS.

Notwithstanding the foregoing, you may cancel this Agreement without being assessed an early termination or cancellation fee if you move to another location outside of your LDU's service territory and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you. Any early termination fee may automatically be applied to your credit card or bank account depending on the automatic payment arrangements made during enrollment.

If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. Verde Energy may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

You will be assessed a fee of \$30.00 for payments returned for insufficient funds or credit card transaction not processed due to insufficient funds or credit availability by any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card.

5. Cancellation Provisions. You may cancel this Agreement without any penalty any time before midnight of the tenth business day after the date of your enrollment. Upon cancellation of the Agreement, Verde Energy will provide a cancellation number. After such tenth business day, you may cancel this Agreement at any time by calling Verde Energy at 1-800-388-3862, but you will be required to pay the early termination fee described in Section 4 above. You may also cancel this Agreement without penalty if you move to another location outside of your LDU's service territory and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date Verde Energy notifies your LDU. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. If for any reason Verde Energy is no longer able to economically continue this Agreement, Verde Energy may terminate this Agreement at any time with at least fifteen (15) calendar days' notice to you after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of Verde Energy if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Verde Energy is or becomes untrue. Upon early termination of this Agreement by Verde Energy, your available remedies will be limited as provided in Sections 10, 11 and 12 of this Agreement. If this Agreement is canceled, expires, or is otherwise terminated, you will receive uninterrupted service from the LDU until you designate another provider of electric generation service or service is shut off by the LDU. Only the LDU may shut off your electric service.

6. Agreement Expiration/Renewal/Change in Terms. If, at the end of the Term, Verde Energy proposes to change the price or other terms of this Agreement, Verde Energy will provide residential customers notice of such proposed change or renewal terms no less than thirty (30) days prior to your next scheduled meter reading before the proposed change is to become effective. In the event that Verde Energy does not notify you of any changes to the contract terms or price prior to the expiration date of the Term, your electricity service automatically continues at Verde Energy's standard variable rate. If Verde Energy renews the Agreement at the end of the Term, you may terminate the contract without penalty if you object within three (3) business days after receipt of the first billing statement with renewed terms. If there is a Change in Law or Regulation as defined in Section 7 that renders this product non-compliant with applicable rules and laws, Verde Energy reserves the right to amend this agreement to ensure compliance.

7. Change in Law or Regulation. In the event that there is a change (including change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgement, or decree by a governmental authority, regulatory body or the regional Independent System Operator, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs (including, but not limited to transmission or capacity costs), protocols, market rules, load profiles, and such change results in Verde Energy incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses

may, at our option, be assessed to you in your monthly bills for service as additional pass-through charges to the extent permitted by applicable law or regulatory rules.

8. Information Release and Authorization, Credit Review. By accepting the Agreement, you authorize Verde Energy to obtain information from the LDU through the Term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electric usage, rate classification, meter readings, characteristics of electric service, and billing and payment information. You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to Verde Energy obtaining a credit report and investigating your (and, if applicable, signatory's) credit rating, credit history and Utility bill payment status and history. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements. You further authorize Verde Energy to release that information to third parties who need to use or be aware of such information in connection with your electric service under the Agreement, as well as to Verde Energy's affiliates and business partners for marketing purposes. You further authorize Verde Energy, its affiliates, and its third party vendors, including marketing vendors, to communicate with you at the contact information included in your enrollment or contact information received at any time during the relationship of the parties, for future communications, including but not limited to communications through telephone call, voicemail, text message, pre-recorded message and electronic mail. By signing (including by voice or electronic affirmation or adoption) or otherwise accepting the Agreement and providing your phone number, you authorize Verde Energy to cause the transmission of text messages to the phone number you provide using an autodialer. Consent is not a condition of purchase. Message and data rates may apply. Text STOP to withdraw consent. Text HELP for help. These authorizations shall remain in effect as long as the Agreement (including any renewal) is in effect and for two years thereafter. You may rescind these authorizations at any time by either calling Verde Energy at 1-800-388-3862 or providing written notice to Verde Energy at 12140 Wickchester Lane, Suite 100, Houston, TX 77079. Verde Energy reserves the right to reject your enrollment or terminate the Agreement if you fail to meet minimum or maximum threshold electric consumption levels as determined by Verde Energy.

9. Dispute Procedures. Contact us by any of the means provided at the bottom of these Terms and Conditions with any questions concerning our terms of service or your bill. You may contact the New York Department ESCO hotline at 1-888-697-7728 to file a complaint if you are not satisfied after discussing your questions or concerns with us.

10. Warranties. VERDE ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

11. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. VERDE ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

12. MANDATORY ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.

(a) **Scope of the Arbitration Agreement.** Any legal dispute between the parties concerning or arising out of your enrollment, purchase, these Terms of Service, or the relationship among the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.

(b) **Informal Dispute Resolution.** Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Verde Energy at 12140 Wickchester Lane, Suite 100, Houston, TX 77079 or (2) to you at the postal address on file with us. Both you and Verde Energy agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

(c) **Right to Opt Out of this Arbitration Agreement.** You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the first time you (a) enroll and begin purchasing services from Verde Energy; or (b) sign up for any further program or service provided by Verde Energy. You may also opt out of this Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email through Verde Energy's website at majorenergy.com or by sending a letter to 12140 Wickchester Lane, Suite 100, Houston, TX 77079. You should include your printed name, mailing address, and the words "Reject Arbitration."

(d) **How Arbitration Works.** Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed (“AAA Rules”). For information on how to file a claim, copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. Arbitration shall take place in the country of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys’ fees and costs against you. The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

(e) **Waiver of Right to Bring Class Action & Representative Claims.** All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding (“Class Action”). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

(f) **Governing Law.** This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the Claim, the law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled “Waiver of Right to Bring Class Action & Representative Claims.”

13. Miscellaneous.

(a) **Customer Protections for Residential Customers.** The services provided by Verde Energy are governed by the terms and conditions of this document and the NYSPSC’s Home Energy Fair Practices Act (“HEFPA”). In the event of non-payment of any charges owed to Verde Energy, you may be subject to termination of electricity service and the suspension of distribution service under procedures approved by the Public Service Commission. You may obtain additional information by contacting Verde Energy at 1-800-388-3862 or the PSC by the means provided at the bottom of these Terms of Service.

(b) **Force Majeure:** If Verde Energy is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. “Force Majeure” means any act or event that is beyond the reasonable control of Verde Energy that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, RTOs, aggregators, pipeline operators, other suppliers, qualified scheduling entities, EDCs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

(c) Energy delivery shall continue to be provided by your LDU. Your electric service will be provided in accordance with your existing connection requirements unless you request a change by the LDU and pay for the cost of that change. You may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric power under this Agreement will be measured at the delivery point by the LDU providing the delivery service in accordance with the terms of the applicable tariff for electric generation service. Verde Energy and you will be bound by the measurement from the meters owned, installed, maintained and read by the LDU.

(d) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.

(e) A wet, electronic, or faxed signature on an Electric Service Agreement, or a voice recorded verification of authorization, is an agreement to initiate service and begin enrollment with Verde Energy. These Terms of Service, along with your Welcome Letter or Electric Service Agreement, constitute the entire agreement between you and Verde Energy relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Verde Energy concerning the subject matter of the Agreement.

(f) You may not assign this Agreement or your obligations under this Agreement without Verde Energy’s prior written consent. Upon providing at least thirty (30) calendar days’ notice to you and the LDU, Verde Energy may assign this Agreement, together with all rights and obligations hereunder, to (i) Verde Energy’s electricity supplier, or such supplier’s designee, (ii) an affiliate of Verde Energy or to any other person succeeding to all or substantially all of Verde Energy’s assets, (iii) in connection with any financing or other financial arrangement, or (iv) to another Energy Services Company.

(g) Any failure by Verde Energy to enforce any term or condition of your electric generation service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

(h) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

- (i) The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.
- (j) The parties may execute the Agreement in counterparts, each of which is deemed an original and all of which constitute the same instrument.

14. Contact Information. Information regarding Verde Energy's generation energy sources, energy efficiency, environmental impacts, or historical billing data is available upon request. Residential customers and small commercial customers are entitled to receive at no charge and at least once a year, historical billing data from whomever reads their meter for billing purposes. In the event of an after-hours emergency, you can contact Verde Energy to hear a recorded message containing the emergency contact numbers for your LDU.

Energy Services Company: **Verde Energy USA New York, LLC**
12140 Wickchester Lane, Suite 100
Houston, TX 77079
1-800-388-3862
www.Verdeenergy.com
Hours of Operation: Monday through Friday (except holidays), 8:00 a.m. to 6:00 p.m. Eastern Standard Time

Local Distribution Utility &
Provider of Last Resort: **Consolidated Edison of New York (Con Ed)**
Cooper Station
P.O. Box 138
New York, NY 10276-0138
1-800-752-6633
www.coned.com
1-800-752-6633

In the case of an outage, call:

New York State Electric and Gas Corporation (NYSEG)
89 East Avenue
Rochester, NY 14649
1-800-572-1111
www.nyseg.com
1-800-572-11211

In the case of an outage, call:

National Grid (Niagara Mohawk)
Customer Service Center
300 Erie Boulevard West
Syracuse, NY 13202-4250
1-800-642-4272
www.nationalgridus.com
1-800-867-5222

In the case of an outage, call:

Central Hudson Gas & Electric Corp. (CenHub)
284 South Avenue
Poughkeepsie, NY 12601
1-845-452-2700
www.cenhub.com
1-800-527-2714

In the case of an outage, call:

Rochester Gas & Electric Corporation
390 W. Route 59
Spring Valley, NY 10977
Self Service: 1-800-743-2110
www.rge.com
1-800-743-1701

In the case of an outage, call:

Public Service Commission: **New York State Public Service Commission**
Office of Consumer Services
NYS Department of Public Service
3 Empire State Plaza

Albany, NY 12223
1-800-342-3377
www.dps.state.ny.us.com

Competitive Energy Hotline: 1-888-697-7728

15. Rewards, Bonuses, Rebates and/or Incentives Program Terms. Rewards, Bonuses, Rebates and/or Incentives are subject to the following terms and conditions.

For purposes of receiving any rewards, bonuses, rebates and/or incentives, active accounts are defined as those (i) that are billing more than \$0 and (ii) for which we have not received a request to discontinue (drop) service or change programs and (iii) are in *good standing (no past-due balance owed)* during the minimum required number of days stated in the offer.

Rewards, bonuses, rebates and/or incentives are also subject to the rewards, bonuses, rebates and/or incentives' terms and conditions stated in the offer and as may be located on our website(s) and those terms and conditions in the Terms of Service between Verde Energy and you, including, but not limited to, all terms related to dispute resolution, **in addition to the terms and conditions set forth herein**. More information on the terms and conditions of any reward, bonus, rebate and/or incentive programs are available by calling 1-800-388-3862. Verde Energy reserves the right to disqualify any account holder from participation in rewards, bonuses, rebates and/or incentives' programs.

16. Written Notice. Written notice includes, but is not limited to, notice by electronic mail to a valid e-mail address provided by you. By entering into this Agreement you authorize us to send written notices to you through electronic mail as permitted by rule and law. The decision to send written notices to you via electronic mail is at our sole discretion. If the e-mail address you provide to us at enrollment becomes invalid, you agree to timely provide us with an updated, valid e-mail address to which we will send written notices. You are solely responsible for providing us with a valid e-mail address.