



## Welcome to Spring Power & Gas

Dear

Thank you for choosing Spring Power & Gas as your new energy supplier. You have chosen a sustainable future with our electricity matched 100% with Renewable Energy Certificates and/or Carbon Offset natural gas products.

Our welcome package provides you with important documents including our Terms & Conditions and Customer Contract Summary detailing your rate plan as well as information about our product offerings and Ecogold program.

As a Spring customer you will receive a membership to the Ecogold Loyalty Program and have the choice of either Ecogold Rewards accumulated monthly or cash back after 12 consecutive months of Spring Power & Gas supply charges.

Spring will begin your energy supply service on your first meter read by your Utility following your acceptance into the program, this may take one to two billing cycles. In most cases this means your next bill will include the final charges from your previous supply company, the following bill will include your supply charges from Spring Power & Gas.

The Utility will continue to read and monitor your meter and you will receive a single consolidated bill from your Utility including your delivery and supply charges. If you experience a power outage, gas leak or other emergencies your Local Distribution Company (Utility) will still provide you with 24 hours, 7 days a week emergency service.

If you have any questions please do not hesitate to contact us at 1-888-710-4782.

Once again, thank you for choosing Spring Power & Gas.

Yours sincerely,

A handwritten signature in black ink, appearing to read "R Booth", is positioned above the printed name.

Richard Booth  
President Retail Operations  
Spring Power & Gas

**Pennsylvania - Contract Summary**  
**Electricity and Renewable Energy Certificates**



Electric Generation Supplier ("EGS") Information:	Spring Energy RRH, LLC d/b/a Spring Power & Gas 111 East 14 <sup>th</sup> Street, #105 New York, NY 10003 Website: <a href="http://www.springpowerandgas.us">www.springpowerandgas.us</a> <u>Spring is responsible for your electricity commodity/supply charges.</u>
Price Structure	Variable Price. The price for all electricity sold under this Agreement shall be a variable price per kWh which shall reflect the wholesale cost of electricity obtained from the PJM Interconnection (including capacity, energy balancing, settlement, ancillaries), Renewable Energy Certificates ("RECs"), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Spring's costs, expenses and margins. The variable price may change from month to month. There is no cap on your variable price, and there is no limit on how much the price may change from one billing cycle to the next. You will be notified of price changes when the new price appears on your bill.
Electricity Generation Supply Price	Your initial electricity supply price under this variable rate Agreement is \$_____ /per kWh, effective for your first billing cycle and thereafter will vary month to month based on the factors described above.
Statement Regarding Savings	Spring's electricity supply price may be higher or lower than the EDC's price in any given month, and there is no guarantee of savings.
Deposit Requirements	None
Incentives	The Spring Green program matches 100% of the customer's electricity usage with renewable energy certificates sourced from national renewable resources. See Section 5 for more details. Customer may select one of two reward options, EITHER: (1) "5% Ecogold Rewards" OR (2) "3% Cash Back." Rewards are calculated based on Customer's commodity supply charges. See Section 4 for more details.
Contract Start Date	Spring will begin furnishing electricity supply service on a date set by the EDC.
Contract Term/Length	Month to Month
Cancellation/Early Termination Fees	There is no early termination fee.
Renewal Terms	This Agreement will continue on a month-to-month basis until cancelled by either the Customer or Spring.
Electric Distribution Company (Default Service Provider) Information	PECO, 1-800-494-4000, <a href="http://www.peco.com">www.peco.com</a> PPL, 1-800-342-5775, <a href="http://www.pplelectric.com">www.pplelectric.com</a> Your Utility will continue to deliver your electricity and is responsible for distribution charges. You should call your Utility in the event of an emergency or power outage.

**Pennsylvania - Contract Summary**  
**Gas**



Natural Gas Supplier ("NGS") Information:	Spring Energy RRH, LLC d/b/a Spring Power & Gas 111 East 14 <sup>th</sup> Street, #105, New York, NY 10003 Phone: 1.888.710.4782 Website: <a href="http://www.springpowerandgas.us">www.springpowerandgas.us</a> <u>Spring is responsible for your gas commodity/supply charges.</u>
Price Structure	Variable Price. The price for all natural gas sold under this Agreement shall be a variable price per therm which shall reflect the wholesale cost of natural gas from the NYMEX exchange (including commodity, capacity, storage and balancing), carbon offsets, transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Spring's costs, expenses and margins. There is no cap on your variable rate, and there is no limit on how much the price may change from one billing cycle to the next. You will be notified of price changes when the new price appears on your bill.
Natural Gas Supply Price	Your initial price under this variable rate Agreement is \$_____ per Ccf effective for your first billing cycle and thereafter will vary month to month based on the factors described above.
Statement Regarding Savings	Spring's natural gas supply price may be higher or lower than the NGDC's price in any given month, and there is no guarantee of savings.
Contract Start Date	Spring will begin furnishing natural gas supply service on a date set by the NGDC.
Incentives	Spring's Ecogold plan Zero Gas ensures that Spring offsets the carbon dioxide emissions associated with the natural gas consumption purchasing carbon offsets. The carbon offsets come from forestry projects. See Section 6 for more details. Customer may select one of two reward options, EITHER: (1) "5% Ecogold Rewards" OR (2) "3% Cash Back." Rewards are calculated based on Customer's commodity supply charges. See Section 4 Supply Rewards for more details.
Deposit Requirements	None
Contract Duration/Length	Month to Month
Cancellation/Early Termination Fees	There is no early termination fee.
End of Contract	This Agreement will continue on a month-to-month basis until cancelled by either the Customer or Spring.

Spring Energy RRH, LLC d/b/a Spring Power & Gas  
111 East 14<sup>th</sup> Street, #105  
New York, NY 10003  
Tel No. 1.888.710.4782  
[www.springpowerandgas.us](http://www.springpowerandgas.us)

## PENNSYLVANIA ELECTRICITY AND NATURAL GAS SUPPLY VARIABLE PRICE DISCLOSURE STATEMENT

Including Green-e<sup>®</sup> certified Carbon Offsets and Wind RECs

### Background

Spring Energy RRH, LLC ("Spring Power & Gas") is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer natural gas supply and electric generation supply services in Pennsylvania. Our PUC license numbers are A-2017-2618308 (Electric License) and A-2017-2614651 (Gas License). We set the generation prices and charges that you pay. The PUC regulates distribution prices and services. Your electricity generation prices and charges will be set by Spring. The Federal Energy Regulatory Commission regulates electricity transmission prices and services. Natural gas commodity prices and charges are set by Spring. The Public Utility Commission regulates electricity and natural gas distribution prices and services.

You will continue to receive your bill from your Electric Distribution Company (EDC) for all electricity supply and delivery charges and one bill from your Natural Gas Distribution Company (NGDC) for all natural gas supply and delivery charges. Your EDC and NGDC will continue to provide all emergency repairs and services. Spring is not affiliated with and does not represent your EDC or NGDC.

**Right of Rescission** - You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement. You can contact us by phone or in writing to cancel this agreement.

### Definitions

Generation Charge - Charge for production of electricity.

Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

Interstate Pipeline Charges-Charges for moving natural gas to the distribution lines of a distribution company.

Commodity Charges- The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms).

Distribution Charges- The charge for the delivery of natural gas from the city gate to the consumer.

**1. Authorization to Switch and Agreement to Sell and Purchase Natural Gas and/or Electricity.** This is an agreement between Spring Energy RRH, LLC d/b/a Spring Power & Gas ("Spring") and the undersigned customer ("Customer") under which Customer agrees to obtain electric generation and/or natural gas supply service from Spring (the "Agreement"). Subject to the terms and conditions of this Agreement, including the attached Contract Summaries, Spring agrees to sell and deliver, and Customer agrees to purchase and accept, the quantity of electricity and/or natural gas, as estimated by Spring, necessary to meet Customer's requirements based upon consumption data obtained by Spring or the delivery schedule of the NGDC and/or EDC. The amount of electricity and/or natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Spring.

**2. Contract Length.** This Agreement will begin on the date set by your NGDC and/or EDC and will continue on a month-to-month basis until cancelled by either the Customer or Spring. Either party may cancel or terminate this Agreement by providing 30 days' advance notice of termination to the other party. You can contact us by phone or in writing to cancel this agreement, using the contact information in paragraph 11, below.

**3. Pricing, Billing, and Termination.** Through our Spring Green program, your electric consumption is matched with our Green-e Energy certified Wind RECs (Renewable Energy Certificates) (see Section 5). Your rate for electricity will be a variable price per kilowatt hour. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a variable price per kWh which shall reflect the wholesale cost of electricity obtained from the PJM Interconnection (including capacity, energy balancing, settlement, ancillaries), related transmission and distribution charges and other market-related factors, RECs, plus all applicable taxes, fees, charges or other assessments and Spring's costs, expenses and margins. This price includes transmission charges and estimated total state taxes (including Gross Receipts Tax), but excludes applicable state and local sales tax. There is no limit on the amount that your price can decrease or increase from month to month. Your Spring electricity price may be higher or lower than the EDC's price in any particular month, and there is no maximum price.

For natural gas, under Spring's Zero Gas program, your natural gas consumption is matched with carbon offsets (see Section 6). The cost of natural gas and the carbon offsets is variable. Your rate for gas will be a variable price per therm or Ccf, whichever is provided on Contract Summary. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be a variable price per therm or Ccf which shall reflect the wholesale cost of natural gas obtained from the NYMEX exchange (including commodity, capacity, storage and balancing), carbon offsets, if applicable, transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Spring's costs, expenses and margins. This price includes natural gas commodity charges and estimated Total State Taxes, but excludes applicable state and local Sales Tax. There is no limit on the amount that your price can decrease or increase from month to month. Your Spring natural gas price may be higher or lower than the EDC's price in any particular month, and there is no maximum price.

Customers can call Spring at 1.888.710.4782 or visit our website at [www.springpowerandgas.us](http://www.springpowerandgas.us) for current variable pricing and the previous 24 months' average billed historical prices (or as many months of data as is available to date, up to 24 months). *Please note that historical prices are not indicative of present or future pricing.*

You agree and understand that there are no limits on how much your price for natural gas and electricity can fluctuate from month to month. You will be notified of price changes when you receive your monthly bill. Spring does not offer budget billing for your natural gas and/or electricity supply service charges.

Customer will receive a single bill from the EDC which will include both the EDC's distribution charges and Spring's charges for electricity supply. Your EDC maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the regulations of the Pennsylvania Public Utility Commission. Customer will receive a single bill from the NGDC which will include both the NGDC's distribution charges and Spring's charges for natural gas supply. Your NGDC maintains the right to terminate service for any

unpaid utility or supplier charges, pursuant to the regulations of the Pennsylvania Public Utility Commission.

If there is a material adverse change in the business or financial condition of Customer (as determined by Spring at its discretion), or if the NGDC or EDC is or becomes unable or unwilling to invoice Customer directly for the electricity and/or natural gas delivered under this Agreement, or if the Customer's usage of electricity or natural gas materially decreases by more than 25% as measured against the same month in the previous year, or if the Customer fails to disclose to Spring any material change affecting or expected to affect the Customer's usage of electricity or natural gas (including, but not limited to the installation of onsite generation), or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Spring may terminate this Agreement in accordance with the provisions of Section 9 of this Agreement.

**4. Supply Rewards.** Spring will provide to Customer EITHER a "5% Ecogold Rewards OR a "3% Cash Back" on the electricity and/or natural gas commodity supply charges for active accounts as chosen by the customer following the commencement of electricity and/or natural gas commodity service under this Agreement. Active accounts are defined as those (i) that are billing more than \$0 and (ii) for which Spring has not received a request on behalf of the customer to discontinue service.

The 5% Ecogold Rewards will be equal to 5% of the natural gas and/or electricity commodity supply charges billed by the NGDC and/or EDC on behalf of Spring under the consolidated bill, exclusive of sales taxes and delivery, transportation, and transmission charges. The Ecogold Rewards will initially be awarded once the reward is equal to \$25. All subsequent rewards will be awarded once the reward is equal to \$50.

The Cash Back will be 3% of the 12 month consecutive natural gas and/or electricity commodity supply charges billed by the NGDC and/or EDC on behalf of Spring under the consolidated bill, exclusive of sales taxes and delivery, transportation, and transmission charges. Customer must remain with Spring for 12 consecutive billing cycles to receive any Cash Back. The Cash Back will be mailed to the customer within approximately 60 days following each 12th monthly billing cycle that Customer takes service from Spring.

Checks that remain uncashed after one year will incur an administrative fee of \$2.00 per month, allowing us to continue to make the check negotiable and funds available. This fee is non-recoverable and non-refundable.

**5. Renewable Energy Certificates (REC).** The Spring Green program, which qualifies for Ecogold benefits, ensures that the customer's electricity usage is matched 100% with Renewable Energy Certificates ("RECs") sourced from national renewable wind resources. Our Wind REC product is a Renewable Energy Certificate (REC) product and does not contain electricity. The price you are charged for electricity supply includes the cost of RECs from Spring Power & Gas in addition to electricity. A REC represents the environmental benefits of 1 megawatt (MWh) of renewable energy that can be paired with electricity. For more information, see [www.green-e.org/rec](http://www.green-e.org/rec). The cost for Spring to purchase the RECs is included in your price. Spring may take up to 12 months after the end of each calendar year under which this agreement is in effect to address any deficiency that may arise in the renewable content of electricity sold under this agreement in the previous calendar year. Spring does not guarantee that this product will be offered in the future or on a continuing basis and will notify customer 3 months in advance via the Spring website if Spring is no longer able to purchase RECs.

**6. Carbon Offset Natural Gas.** Spring's Zero Gas program, which qualifies for Ecogold benefits, is a carbon offset natural gas program that ensures that Spring offsets 100% of the carbon dioxide emissions from the customer's natural gas use by purchasing carbon offsets. The carbon offsets come from forestry projects. The greenhouse gas emissions being offset with Zero Gas are those associated with the combustion of natural gas at the point of consumption only, and do not include lifecycle emissions that occur during extraction, production, or delivery. Spring calculates the appropriate amount of carbon offsets to purchase based on figures provided by the United States Environmental Protection Agency. Spring may take up to 12 months after the end of each calendar year under which this agreement is in effect to address any deficiency that may arise in the carbon offset content of gas sold under this agreement in the previous calendar year. Spring does not guarantee that this product will be offered in the future or on a continuing basis and will notify customer 3 months in advance via the Spring website if Spring is no longer able to purchase carbon credits. For information on how to calculate the quantity of carbon offsets, the Customer should refer to the Carbon Offset Content Label.

Green-e® Climate is an independent certification program for greenhouse gas emissions reductions (carbon offsets) sold in the voluntary market. The Green-e® Climate logo identifies carbon offsets that meet the program's high environmental and consumer protection standards. For more information on Green-e Climate certification requirements, visit [www.green-e.org/climate](http://www.green-e.org/climate) or email [climate@green-e.org](mailto:climate@green-e.org). These carbon offsets represent the reduction of a specific quantity of greenhouse gas (GHG) emissions. Carbon offsets are a real environmental commodity, not a donation or investment in a future emissions reduction project. The verified GHG emissions reductions you purchased are sourced from projects that have been validated and registered under high-quality project standards.

**7. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Spring. Spring may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another entity, in which case the same terms and conditions will apply.

**8. Information Release Authorization.** Customer authorizes Spring to obtain and review Customer Information which includes, but is not limited to, customer name, address, usage habits or history, peak demand and payment history, and information regarding Customer's credit history from credit reporting agencies. This information may be used by Spring to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Spring. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Spring or by calling Spring at 1.888.710.4782. Spring reserves the right to terminate this Agreement pursuant to the provisions of Section 9 of this Agreement in the event Customer rescinds the authorization.

**9. Cancellation/Termination Rights.** The services provided by Spring to Customer are governed by the terms and conditions of this Agreement. As set forth in Section 13 of this Agreement, the Customer has 3 business days to rescind the Agreement until it becomes binding (the "Rescission Period"). During this period, Spring may elect to not enroll a Customer pursuant to Section 8 of this Agreement. Spring shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement. Spring will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition. To cancel this agreement during or after the 3 day

Rescission Period, you can contact us by phone or in writing, using the contact information in paragraph 11, below.

**10. Notices** - If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. At least 60-75 days prior to the expiration date or proposed change, we will send you the first written notice. A second notice with options for your consideration will be sent to you no later than forty-five (45) days prior to the expiration date or proposed change to your terms of service.

**11. Contact Information.**

Supplier Information:

**Spring Energy RRH, LLC d/b/a Spring Power & Gas, 111 East 14<sup>th</sup> Street, #105 New York, NY 10003**

**Tel No. 1.888.710.4782    [www.springpowerandgas.us](http://www.springpowerandgas.us)**

Customer may contact Spring's Customer Service Center, Monday through Friday 9:00 a.m. - 6:00 p.m. EST (contact center hours' subject to change).

**Pennsylvania Public Utility Commission**

400 North Street, Harrisburg, PA 17120 ([www.puc.pa.gov](http://www.puc.pa.gov)) 1-800-692-7380

Information about shopping for a gas supplier is available at [www.PaGasSwitch.com](http://www.PaGasSwitch.com), by calling the Commission's telephone number at 1-800-692-7380, and at [www.oca.state.pa.us](http://www.oca.state.pa.us)

**Electric Distribution Co. (Default Service Provider)—Emergency Number /Universal Service Programs Number**

Duquesne Light Co., 411 7th Ave., Pittsburgh, PA 15219	888-393-7000	/	888-393-7600
Metropolitan Edison P.O. Box 368, Akron, OH 44309	888-544-4877	/	800-545-7741
PECO, 2301 Market St, Philadelphia, PA 19101	800-841-4141	/	800-774-7040
Penelec, P.O. Box 368, Akron, OH 44309	888-544-4877	/	800-545-7741
Penn Power Co., P.O. Box 368, Akron, OH 44309	888-544-4877	/	800-545-7741
PPL, 827 Hausman Rd, Allentown, PA 18104-9392	800-342-5775	/	800-342-5775
West Penn Power, P.O. Box 368, Akron, OH 44309	888-544-4877	/	800-545-7741

**12. Dispute Resolution.** In the event of a billing dispute or a disagreement involving Spring's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Spring by telephone or in writing as provided above. When Spring receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry with a supervisor, who will review the matter and respond to the customer within five (5) business days. If you are not satisfied after discussing your concerns with us you may contact the Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at PO Box 3265, Harrisburg, PA 17105-3265.

**13. Residential Customer Rights.** Agreement shall not be effective upon the residential Customer until the 3-day rescission period has expired, and neither the Customer nor Spring has directly or indirectly, rescinded the selection or terminated enrollment. There is no charge for the residential Customer for starting or stopping electric or gas supply service if done within the terms of this Agreement. Switching to



a competitive supplier such as Spring is not mandatory and Customer has the option of remaining with the NGDC for natural gas supply and the EDC for electricity supply.

**14. Agency-Electric.** Customer hereby designates Spring as agent to; (a) arrange and administer contracts and service agreements between Customer and Spring and those entities including PJM engaged in the generation, transmission and delivery of Customer electricity; and (b) nominate and schedule with the appropriate entities including the EDC a for the delivery of electricity to the Customer's end-use premises. Spring as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. The Delivery Points for the electricity will be a point at the PJM Spring load bus. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**Agency-Gas.** Customer hereby designates Spring as agent to; (a) arrange and administer contracts and service agreements between Customer and Spring and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Points, and with the NGDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Spring to maintain qualification for NGDC transportation service and resolve imbalances that may arise during the term of this Agreement. Spring as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's requirements as established by the NGDC and in response to information provided by the NGDC. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the NGDC. Spring agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**15. Title.** Customer and Spring agree that title to, control of, and risk of loss to the electricity and/or natural gas supplied by Spring under this Agreement will transfer from Spring to Customer at the Delivery Point(s). Spring will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity and/or natural gas provided hereunder.

**16. Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Spring. Spring makes no representations or warranties other than those expressly set forth in this Agreement, and Spring expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**17. Force Majeure.** Spring will make commercially reasonable efforts to provide electricity and/or natural gas hereunder but Spring does not guarantee a continuous supply of electricity and/or natural gas to Customer. Certain causes and events out of the control of Spring ("Force Majeure Events") may result in interruptions in service. Spring will not be liable for any such interruptions caused by a Force Majeure Event, and Spring is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the EDC or NGDC (including, but not limited to, a facility outage on its gas distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Spring's control.

**18. Liability.** The remedy in any claim or suit by Customer against Spring will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). In no event will either Spring or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**19. Mandatory Arbitration and Class Action Waiver.** Any dispute, controversy or claim arising out of, or related to, Spring Power and Gas's services under this Agreement that is not resolved directly between the parties or by the PUC (collectively, the "Claims"), shall be resolved by arbitration before the American Arbitration Association ("AAA") conducted under the AAA Commercial Rules or, if Customer is a residential customer, the Consumer-Related Disputes Supplementary Procedures. BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, AND THE RIGHT TO A JURY TRIAL. THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION. THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH AN ADMINISTRATIVE OR COURT PROCEEDING. FURTHER, CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT

**20. Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the State of Pennsylvania without regard to the application of its conflicts of law principles.

**21. Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Spring's net income, shall be paid by Customer, and Customer agrees to indemnify Spring and hold Spring harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

**22. Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Spring shall have the right to modify this

Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

**23. Emergency Service.** The EDC and NGDC will continue to respond to leaks and emergencies. In the event of an electricity and/or natural gas emergency or service interruption, contact your EDC or NGDC at one of the telephone numbers listed above.

**24. Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.



Our Wind REC product is Green-e® Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org).



Our carbon offsets are certified by Green-e® Climate, which requires companies to provide their customers with this notice of Price, Terms and Conditions of service.

I have reviewed and understand the Terms and Conditions. This electronic signature constitutes electronic acceptance of the sales agreement and is an agreement to initiate service and begin enrollment.

Customer's Signature:

Customer Name:

**Version 041518**

## Spring Power & Gas 2019

# Wind REC Prospective Product Content Label

**Wind REC** is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see [www.green-e.org/rec](http://www.green-e.org/rec).

Wind REC matches 100% of your electricity usage. In 2019, Wind REC will be made up of the following renewable resources.

GREEN-E ENERGY CERTIFIED NEW <sup>2</sup> RENEWABLES IN WIND REC		GENERATION LOCATION
Biomass	0 %	n/a
Geothermal	0 %	n/a
Hydroelectric	0 %	n/a
Solar	0 %	n/a
Wind	100 %	National
<b>Total</b>	<b>100%</b>	<b>National</b>

1. These figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the RECs you purchased.

2. New Renewables come from generation facilities that first began commercial operation within the past 15 years.

For comparison, the current average mix of resources supplying the United States includes: Coal (30.4%), Natural Gas (30.8%), Nuclear (19.8%), Hydroelectric (6.4%), Wind (5.6%), Biomass (1.7%), Oil (0.6%), Solar (0.9%), Geo-thermal (0.4%), Other Fossil (0.3%), and Unknown (0.1%). (From EPA eGrid 2016).

The average home in the United States uses 901 kWh per month. Source: U.S. EIA, 2016

**Green-e Energy Long Renewable Energy Certificate (REC) Disclosure:** Your purchase of Renewable Energy Certificates (RECs) supports renewable electricity production in the region of generation. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy. For every unit of renewable electricity generated, an equivalent amount of RECs is produced, and by purchasing and pairing RECs with your electricity service you are using and receiving the benefits of that renewable electricity. Your REC purchase also helps build a market for renewable electricity. Increased demand for, and generation of, renewable electricity helps reduce conventional electricity generation in the region where the renewable electricity generator is located. It also has other local and global environmental benefits which may include emitting little or no regional air pollution or carbon dioxide.

The RECs in a Green-e Energy certified product are verified and certified by Green-e Energy, and the seller of a Green-e Energy certified product is required to disclose the quantity, type and geographic source of each certificate. Please see the Product Content Label provided by your REC supplier for this information. Green-e Energy also verifies that the renewable energy certificates are not sold more than once or claimed by more than one party. For information on Green-e Energy please visit its website, [www.green-e.org](http://www.green-e.org).



Our Wind REC product is Green-e Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org).

**For specific information about this product, please contact:**

**Spring Power & Gas | 888 710 4782 | [info@springpowerandgas.us](mailto:info@springpowerandgas.us) | [springpowerandgas.us](http://springpowerandgas.us).**

## Spring Power & Gas 2019 Carbon Offset Content Label

### Cikel Brazilian Amazon REDD APD Project Avoiding Planned Deforestation

The CIKEL Project prevents CO<sub>2</sub> emissions by avoiding planned deforestation in part of the Rio Capim Complex, located in Paragominas in Para' State, Brazil, a region with the highest rate of deforestation in Brazil.

As the first REDD project within the VCS (Verified Carbon Standard) framework in the Amazon, the CIKEL Project helps reduce 9.4 million tonnes of CO<sub>2</sub> emissions that would have been emitted into the atmosphere over the next 10 years.

In 2015, CIKEL decided to conserve its forest by moving forward with its sustainable forest management activities that are certified by the Forest Stewardship Council.

CIKEL opted to protect the environment, conserving the area and practicing FSC certified sustainable forest management. CIKEL manages a total of approx. 200,000 hectares where a total of 120 million tonnes of CO<sub>2</sub> is stored.

The CIKEL PROJECT:

- Preserves carbon stored in the forests living biomass
- Protects the biodiversity that depends on the forest ecosystem
- Generates an alternative and substantial income source for CIKEL via the sale of Verified Carbon Units

#### PROJECT INFORMATION

<b>Project ID</b>	832
<b>Project Start Date</b>	2007
<b>Product Type</b>	Agriculture, Forestry, Land Use
<b>Vintage</b>	2007-2010
<b>Project Certification</b>	Verified Carbon Standard (VCS)
<b>Project Location</b>	Brazil
<b>% of Product</b>	100%
<b>Volume based on natural gas usage</b>	Therms of natural gas used x .005302

\*To calculate your offset purchase each month in metric tons of carbon dioxide equivalent use the following calculation: therms of natural gas listed on monthly bill x .005302 Source: EPA.gov

**For specific information about this product, please contact:**

**Spring Power & Gas | 888 710 4782 | [info@springpowerandgas.us](mailto:info@springpowerandgas.us) | [springpowerandgas.us](http://springpowerandgas.us)**

NJ Electric: ESL-0176 | NJ Gas: GSL-0153 | MD Electric: IR-3537 | MD Gas: IR-3550 | PA PUC Electric: A-2017-2618308 | PA PUC Gas: A-2017-2614651

# Five Reasons to Switch Your Electricity and Gas to Spring Power & Gas Today!

## We Believe It Should Be Easy to Make the Right Choices

Choose a sustainable future with our electricity matched 100% with Renewable Energy Certificates and our carbon offset natural gas products. Be rewarded for these choices through our Ecogold loyalty program.

### 1 Reward Yourself and the Environment by Becoming an Ecogold Member

#### Gain Exclusive Members-Only Benefits

- Receive 5% Ecogold Rewards or 3% Cash Back on your Spring Power & Gas supply costs\*
- Electricity matched 100% with Renewable Energy Certificates
- Natural Gas matched 100% with carbon offsets
- Discounts with our Ecogold Participating Brands\*\*
- Members competitions and giveaways
- Purchase energy efficient products through the Ecogold website
- For every new customer that joins a donation is made to the Ecogold Environmental Fund\*\*\*

\*Receive either 5% Ecogold Rewards once you accumulate an initial \$25 and \$50 for subsequent rewards or 3% Cash Back sent after 12 months.

\*\*Log in to ecogold.us to see the full list of offers and terms.

\*\*\*Customer needs to have been with Spring Power & Gas for 30 days

ecogold



### 2 Choose a Sustainable Future

#### Electricity matched 100% with RECs and gas matched 100% with carbon offsets

##### Spring Green

Energy matched 100% with Renewable Energy Certificates (RECs) and Ecogold benefits



##### Wind REC

Renewable Energy Certificates sourced from national renewable resources



##### Zero Gas

Natural gas matched with carbon offsets from projects that encourage forestry and avoid carbon dioxide emissions



Wind REC is Green-e Energy certified, and Zero Gas is Green-e Climate certified. These products meet the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org). The VCS Program is a certification standard for projects that generate carbon credits, also known as Verified Carbon Units (VCUs). The VCS Program is managed by Verra, and neither Verra nor the VCS Program oversees retail markets or certifies or endorses any retailer or broker of VCUs. Learn more about Verified Carbon Standard at <https://verra.org>.

Copyrighted business logos in the Spring Power & Gas Ecogold program are used with the company's permission. They are not a sponsor or co-sponsor, and do not hold responsibility or liability for the program. See our resources section for terms and conditions of these businesses. This promotion is not produced, sponsored, or executed by Best Buy, BEST BUY, the BEST BUY logo and the tag design are trademarks of Best Buy and its affiliated companies. © 2017 Best Buy. All rights reserved. The Bullseye Design, Target and Target GiftCards are registered trademarks of Target Brands, Inc. Terms and conditions are applied to gift cards. Target is not a participating partner in or sponsor of this offer. Amazon.com is not a sponsor of this promotion. Except as required by law, Amazon.com Gift Cards ("GCs") cannot be transferred for value or redeemed for cash. GCs may be used only for purchases of eligible goods on Amazon.com or certain of its affiliated websites. For complete terms and conditions, see [www.amazon.com/gc-legal](http://www.amazon.com/gc-legal). GCs are issued by ACI Gift Cards, Inc., a Washington corporation. All Amazon, ®, ™ & © are IP of Amazon.com, Inc. or its affiliates. No expiration date or service fees. Regal Entertainment Group is not a sponsor or co-sponsor of this promotion and is not affiliated with this program and is not liable for any alleged or actual claims related to this offer. ©2015 All rights reserved - Regal Entertainment Group, Inc. Macy's is not a sponsor or co-sponsor of this program. CVS/pharmacy and related marks and designs are trademarks of CVS/pharmacy. ©2016 CVS/pharmacy® CVS/pharmacy is not a sponsor of this program or promotion and is not affiliated with Spring Power & Gas Use of CVS/pharmacy® gift cards is subject to the terms and conditions thereof.

3

## Support Your World with the Ecogold Environmental Fund

### You Can Make a Difference—and We'd Like to Help

Every time a customer joins Spring Power & Gas we make a contribution to the Ecogold Environmental Fund. These contributions help support individuals, organizations and groups running meaningful environmental projects.

If you're planning a project to support the environment, or you're running one already—please contact us. We've got the energy to make it happen!

Learn more about the Environmental Fund at [ecogold.us](http://ecogold.us)

4

## Switching Is Easy

It's easy to switch to Spring Power & Gas. Once you've enrolled with us, you will normally receive one final bill with supply charges from your previous provider, on the following bill Spring Power & Gas will be your supplier. You will continue to receive just one single monthly bill from your local utility company for your energy supply and delivery charges.

### The Choice Is Yours

Electricity and gas deregulation gives you the ability to choose your Energy Supplier.



#### No Change

The generation of electricity at power plants and gas production stays the same.



#### No Change

Meter reading, maintenance, distribution of energy, and billing services stay the same.



#### Your Choice

Spring Power & Gas sells electricity matched with REC's and gas offset by carbon offsets.

5

## Save Money and Protect the Environment by Installing Energy Efficient Products in Your Home Today

Spring Power & Gas also offers top rated energy efficiency products to help you care for the environment and reduce your energy bill at the same time.

Find useful information on how to obtain some of these products on our Spring Power & Gas and Ecogold website, information can be found at [springpowerandgas.us](http://springpowerandgas.us) or [ecogold.us](http://ecogold.us).



[springpowerandgas.us](http://springpowerandgas.us)

P 888 710 4782 F 800 915 3258



111 East 14th Street #105, New York, NY 10003

[ecogold.us](http://ecogold.us)

E [info@ecogold.us](mailto:info@ecogold.us)



## Spring Power & Gas LLC

111 East 14<sup>th</sup> Street #105 • New York, NY 10003

1-877-208-7636 • <https://springpowerandgas.us>



### Notice of Cancellation

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

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO:

**(NOT LATER THAN MIDNIGHT OF 3RD BUSINESS DAY FOLLOWING DATE OF TRANSACTION)**

\_\_\_\_\_  
**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date of Cancellation

\_\_\_\_\_  
Customer's Print Name

\_\_\_\_\_  
Relationship to the Account Holder / Title (if applicable)

\_\_\_\_\_  
Electricity Account Number (LDC)

\_\_\_\_\_  
Natural Gas Account Number

\_\_\_\_\_  
Billing Address: Street Address

\_\_\_\_\_  
Apt #

\_\_\_\_\_  
Billing Address:

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Customer Phone Number

\_\_\_\_\_  
Transaction ID Number

**COMPLETED FORM MAIL TO: SPRING POWER & GAS, 111 EAST 14<sup>TH</sup> STREET #105. NEW YORK, NY 10003**