



## 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", written over a light gray circular background.

Richard Booth  
President Retail Operations  
Spring Power & Gas

**Maryland Electric Contract Summary**  
**(Residential – Fixed – \_\_\_\_ Months)**



<b>Electric Generation Supplier Information:</b>	Spring Power & Gas 111 East 14 <sup>th</sup> Street #105 New York, NY 10003 Tel No. 1.888.710.4782 info@springpowerandgas.us www.springpowerandgas.us MD Electric License No.: IR-3537
<b>Price Structure</b>	Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement will be a fixed price for ____ months (“Initial Term”). Thereafter, the price will be a price per kWh that varies each billing cycle based on Spring’s actual and estimated supply costs which shall reflect the cost to Spring to obtain electricity from all sources (including energy, capacity, settlement, ancillaries), RECs, related transmission and distribution charges and other related factors, plus all applicable taxes, fees, charges or other assessments and Spring’s costs, expenses, and profit 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. Please be aware that in the event of any changes in capacity, transmission, or transmission related charges, and/or regulatory or other changes, including changes to ICAP tags, Spring reserves the right to increase pricing and/or terminate this Agreement.
<b>Supply Price:</b>	Your fixed price under this Agreement is ____ ¢/kWh effective for the Initial Term. After the Initial Term, the price may vary from each billing cycle based on the factors described above. The variable price will reflect the cost of electricity provided through the Spring Green program and the Wind REC. Spring’s monthly price is available up to 12 days before your next billing cycle by calling Spring at 1.888.710.4782.
<b>Statement Regarding Savings:</b>	There are no guaranteed savings.
<b>Green Incentives:</b>	The Spring Green program matches 100% of the customer’s electricity with Renewable Energy Certificates (RECs) sourced from national renewable resources, in addition to the renewable content obligations required under Maryland law. See Section 7 Renewable Energy Certificates 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 Spring’s supply charges. See Section 6 Supply Rewards for more details.
<b>Contract Start Date:</b>	Your supply service with Spring will begin after your utility processes your enrollment, in accordance with utility rules and procedures.
<b>Contract Term/Length:</b>	Initial Term is ____ months, followed by a price that varies each billing cycle.
<b>Cancellation/Early Termination Fees:</b>	If you cancel prior to the end of the Initial Term, there is a cancellation fee of \$100. After the Initial Term, you may cancel at any time without penalty.
<b>Rescission:</b>	A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting Spring.
<b>Renewal Terms:</b>	After the Initial Term, unless terminated by either party, your contract continues on a price that varies each billing cycle until terminated. For termination provisions, see Section 4 of the Terms and Conditions.

**For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this Agreement, contact your competitive supplier using the information above.**

**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**  
**MD Electric License No.: IR-3537**  
**MD Gas License No.: IR-3550**

**Terms and Conditions for Carbon Offset Natural Gas and/or Electricity and RECs  
(Residential - Fixed)**

**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" or "Supplier") and the undersigned customer ("Customer" or "You") under which Customer authorizes a change in Customer's retail electricity and/or natural gas supplier and agrees to obtain electric generation and/or natural gas supply service from Spring (the "Agreement"). These terms and conditions together with the Contract Summary, which is incorporated by reference herein, constitute the Agreement between you and Spring. Subject to the terms and conditions of this Agreement, Spring agrees to sell and deliver, and Customer agrees to purchase and accept, the quantity of electricity and/or natural gas, as calculated by Spring, necessary to meet Customer's requirements based upon consumption data obtained by Spring or the delivery schedule of the Local Distribution Utility (the "LDC"). 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 or the LDC's delivery schedule. The LDC will continue to deliver the electricity and/or gas supplied by Spring.

**2. Term.** This Agreement will begin with your first meter read by your LDC after your enrollment is accepted. Thereafter, the Term shall continue for the number of months set forth in the Price Structure section of the Contract Summary (the "Initial Term"). Unless otherwise agreed to in writing, upon completion of the Initial Term, this Agreement will continue on a monthly variable rate until terminated by either Customer or Spring. Either party may cancel or terminate this Agreement in accordance with the provisions of Section 4 of this Agreement.

**3. Pricing.**

**Fixed:** Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement will be a fixed price per kilowatt hour used by the Customer for the number of months set forth in the Contract Summary ("Initial Term") plus all applicable fees and taxes. Your rate for gas during the Initial Term will be a fixed price per therm for the number of months set forth in the Contract Summary plus all applicable fees and taxes. For electricity, through our Spring Green program, your electricity is matched with our Green-e Energy certified Wind REC (Renewable Energy Certificates) product (see Section 7). The price for our Spring Green includes the cost of electricity and the Wind REC product. For natural gas, under Spring's Zero Gas program, your natural gas is matched with carbon offsets (see Section 8). For Zero Gas, the price includes natural gas matched with carbon offsets. For customers enrolled in Spring Green and/or Zero Gas, the LDC bill will show a combined price and will not be broken down.

Upon completion of this Initial Term, this Agreement will automatically renew on a month-to-month basis with a monthly variable rate. See below for details regarding the variable rate relating to electric and natural gas supply.

**Variable:** After the Initial Term, you will be charged a variable rate that varies each billing cycle. You may obtain next month's variable price by calling Spring using the contact information set forth in Section 18. A notice will be sent to you forty-five (45) days before the expiration of your Initial Term informing you of your automatic renewal. You may elect to cancel this Agreement and select a different electric and/or natural gas supplier for your service. If you elect to terminate this Agreement, you will be returned to the electric and/or natural gas utility for service.

**A. Variable Electric:** After the Initial Term, the price for all electricity sold under this Agreement will be a variable price per kilowatt hour ("kWh") that varies each billing cycle. Through our Spring Green program, your electricity is matched with our Green-e Energy certified Wind REC (Renewable Energy Certificates) product (see Section 7). The cost of electricity and the Wind REC product is variable. The price for our Spring Green includes the cost of electricity and the Wind REC product. Spring will calculate your monthly electricity bill by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used during the billing cycle. Unless otherwise agreed to in writing, your variable price is based on Spring's actual and estimated supply costs, which shall reflect cost to Spring to obtain electricity from all sources (including energy, capacity, settlement, ancillaries), RECs, related transmission and distribution charges and other related factors, plus all applicable taxes, fees, charges or other assessments and Spring's costs, expenses, and profit margins. The monthly price shall be determined by Spring. You agree and understand that the price for electricity and RECs can fluctuate from month-to-month and could be higher or lower than your LDC's standard offer rate in any given month, and Spring cannot guarantee savings over your LDC's rates for any given month or for the entire term of this Agreement. There is no cap on your variable price and there is no limit on how much your price will change from one billing cycle to the next. Your price does not include, and you will be required to pay, applicable taxes and fees. As set forth in your Contract Summary, you may also be required to pay a monthly administrative fee for your supply service. Your price does not include your LDC's charges, for which you are responsible. Spring's current and historical prices are not an indicator of Spring's future prices. Spring does not offer budget billing for your electric supply service charges. Spring's monthly price is available by calling Spring at 1.888.710.4782.

**B. Variable Natural Gas:** After the Initial Term, your price for natural gas will be a variable price per therm that may vary each billing cycle. With Spring's Zero Gas program, your natural gas is matched with carbon offsets (see Section 8). For Zero Gas, the price includes natural gas matched with carbon offsets. The cost of natural gas and the carbon offsets is variable. For customers enrolled in Spring Green and/or Zero Gas, the LDC bill will show a combined price and will not be broken down. Spring will calculate your monthly natural gas bill by multiplying (i) the price of natural gas per therm by (ii) the amount of natural gas used during the billing cycle. Unless otherwise agreed to in writing, your variable price is based on Spring's actual and estimated supply costs, which shall reflect the cost to Spring to obtain natural gas from all sources (including energy, capacity, settlement, ancillaries), offsets, related transmission and distribution charges and other related factors, plus all applicable taxes, fees, charges or other assessments and Spring's costs, expenses, and profit margins. You agree and understand that the price for natural gas and carbon offsets can fluctuate from month-to-month and could be higher or lower than your LDC's Sales Service rate in any given month, and Spring cannot guarantee savings over your LDC's rates for any given month or for the entire term of this Agreement. There is no cap on your variable price and there is no limit on how much your price will change from one billing cycle to the next. Your price does not include, and you will be required to pay, applicable taxes and fees. As set forth

in your Contract Summary, you may also be required to pay a monthly administrative fee for your supply service. Your price does not include your LDC's charges, for which you are responsible. Spring's current and historical prices are not an indicator of Spring's future prices. Spring does not offer budget billing for your natural gas supply service charges. Spring's monthly price is available by calling Spring at 1.888.710.4782.

**4. Termination.** If Customer fails to meet its obligations under the Agreement then, in addition to any other remedies that it may have, Spring may terminate this Agreement upon 45 days' written notice to Customer. Upon termination by Spring, you will be returned to the LDC's standard offer service (electricity) or Sales Service (gas), or you may choose another retail supplier. Your obligations under this Agreement will end when your account balance is paid in full. Customer may terminate this Agreement at any time by contacting Spring at 1-888-710-4782 or in writing. Should you terminate this agreement, you will have the option of returning to the LDC's default service or choosing another electricity or natural gas supplier. The effective date for terminations shall occur when the LDC processes the termination after any applicable notice period. Customer will be required to pay for all Spring charges until Customer returns to the LDC or goes to another supplier, according to applicable LDC procedures. If Customer terminates this Agreement prior to expiration of the Initial Term, Customer shall be charged a \$100 early cancellation fee. After the Initial Term, if the Customer may cancel their variable price supply service at any time without penalty.

**5. Billing.** Customer will be billed directly by the LDC each month, according to applicable LDC billing rules and procedures. The LDC's bill shall include both the LDC's distribution charges and Spring's charges, and other services provided by your LDC. You will make payment for all of these services directly to your LDC in accordance with the payment terms stated in your LDC's tariffs, which may include a late payment fee if your payment is not timely. Should the LDC cease billing you and/or commence billing Spring for any charges relating to you, Spring will bill you and you will pay Spring for all such charges, and you will be liable for all costs, including legal fees, associated with the collection of outstanding balances. For customers enrolled in Spring Green and/or Zero Gas, the LDC bill will show a combined price and will not be broken down.

**6. Supply Rewards.** Customer may select one of two reward options, EITHER: (1) "5% Ecogold Rewards" OR (2) "3% Cash Back." Rewards will be calculated based on Customer's electricity and/or natural gas commodity supply charges for active accounts following the commencement of electric 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 option will be 5% of the natural gas and/or electricity commodity supply charges billed by the LDC on behalf of Spring under the consolidated bill, exclusive of sales taxes and LDC 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 balance reaches \$50. Once Customer is eligible for reward, the reward will be automatically be applied to Customer's Ecogold Rewards account. If Customer leaves Spring, they forfeit their Ecogold Rewards and is no longer eligible to redeem such rewards.

The 3% Cash Back option will be 3% of the natural gas and/or electricity commodity supply charges billed over 12 consecutive months by the LDC on behalf of Spring under the consolidated bill, exclusive of sales taxes and LDC delivery, transportation, and transmission charges. Customer must remain with

Spring for 12 consecutive billing cycles to receive any Cash Back. If the Customer terminates this Agreement prior to the completion of the 12<sup>th</sup> consecutive month of service with Spring, all Cash Back rewards accumulated by the Customer will be forfeited. Spring will calculate the Cash Back reward and provide the applicable amount to the Customer within 60 days following each 12 consecutive month period that Customer takes service from Spring. If you terminate your Agreement with Spring prior to the processing time (60 days), then you are not eligible to redeem the reward. If you are dropped for non-payment or if you are no longer a Spring customer, you are not entitled or eligible to redeem any accumulated rewards. Checks that remain uncashed after one year less than \$50.00 will incur an administrative fee of \$0.83 per month. Checks that remain uncashed after one year that are in excess of \$50 will incur an administrative fee of \$1.67 per month. This fee allows us to continue to make the check negotiable and funds available and is non-recoverable and non-refundable.

**7. Renewable Energy Certificates (RECs).** 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 is a Green-e Energy certified Renewable Energy Certificate (REC) product and does not contain electricity. You are purchasing 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 will meet the renewable content obligations for the mix of generation energy sources pursuant to Maryland law for as long as your service continues. Spring may purchase RECs from renewable sources or pay a compliance fee to meet these obligations. Any RECs purchased by Spring to meet state Renewable Portfolio Standard obligations are not Green-e Energy certified and the purchase of these RECs will not impact the quantity of Green-e Energy certified RECs sold to you. 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 provide notice to customers in advance if Spring is no longer able to purchase RECs.

**8. 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 offsets associated with 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 provide notice to customers in advance 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. By purchasing these offsets, you alone have the right to all associated claims about the environmental benefits they embody. 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.

**9. Assignment.** Customer may not assign its interests in or 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 or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity.

**10. Information Release Authorization.** Customer authorizes Spring to obtain and review, now and for as long as Customer receives service from Spring, information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: account name, number and any other information deemed by the LDC as necessary to process an enrollment; consumption history; billing determinants; rate classification; meter readings including smart meter information; billing history; payment history; payment history; credit information; and public assistance status. This information may be used by Spring to determine whether it will commence 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 throughout the term of this Agreement. 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 cancel this Agreement in the event Customer rescinds the authorization.

**11. Consumer Protections.** The services provided by Spring to Customer are governed by the terms and conditions of this Agreement and applicable Maryland law as of the time of enrollment. Spring will provide at least 45 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Spring, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the Maryland Public Service Commission ("PSC"). Customer may obtain additional information by contacting Spring at 1-888-710-4782 or the PSC at (410) 767-8000, or by writing to the PSC at: William Donald Schaefer Tower, 6 St. Paul St., 16<sup>th</sup> Floor, Baltimore MD 21202 or through its website at: [www.psc.state.md.us/](http://www.psc.state.md.us/).

**12. Rescission.** A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting Spring at 1-888-710-4782 or in writing.

**13. 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 LDC 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 LDC and in response to information provided by the LDC. 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 mentioned 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 LDC 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 LDC 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 LDC and in response to information provided by the LDC. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDC. 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 mentioned above.

**14. 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 point where Spring delivers the electricity and/or natural gas in to the LDC's distribution system.

**15. Warranty and Integration.** This Agreement, including any enrollment form, contract summary 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.

**16. 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 LDC (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.

**17. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE MARYLAND LAW, NEITHER YOU NOR SPRING WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND SPRING, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST SPRING WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING



THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM SPRING, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND SPRING ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. IN THE EVENT CUSTOMER FAILS TO REPORT A DISPUTE WITHIN THIRTY (30) DAYS OF THE DISPUTED OCCURRENCE OR THE DATE OF THE DISPUTED BILLING STATEMENT, CUSTOMER WAIVES ANY AND ALL RIGHTS TO ASSERT THE DISPUTE AND ANY DISPUTED INVOICE SHALL BE DEEMED CORRECT FOR ALL PURPOSES. THIS THIRTY (30) DAY REQUIREMENT SHALL TAKE PRIORITY OVER ALL OTHER PROVISIONS OF THIS AGREEMENT.

**18. Spring Contact Information.** Customer may contact Spring's Customer Service Center at 1-888-710-4782, Monday through Friday 9:00 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Spring at: 111 East 14<sup>th</sup> Street #105, New York, NY 10003 or e-mail Spring at [info@springpowerandgas.us](mailto:info@springpowerandgas.us).

**19. Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions.** ANY COMPLAINT, CLAIM, OR DISPUTE BETWEEN SPRING AND CUSTOMER, WHETHER ARISING IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE, SHALL, AS THE SOLE AND EXCLUSIVE REMEDY OF SPRING AND CUSTOMER, BE DECIDED BY FINAL AND BINDING ARBITRATION UNDER THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1 ET. SEQ., AND SHALL BE VENUED EXCLUSIVELY IN THE STATE OF MARYLAND AND THE COUNTY WHERE SERVICES ARE BEING PROVIDED UNDER THIS AGREEMENT, OR WHERE SPRING AND CUSTOMER MUTUALLY AGREE. ANY SUCH COMPLAINTS, CLAIMS, OR DISPUTES SHALL PROCEED ONLY IN ARBITRATION AND ONLY ON AN INDIVIDUAL BASIS. THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING AND MAY BE ENTERED INTO JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. SPRING AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY.

**BY AGREEING TO BINDING ARBITRATION, SPRING AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO SUE OR SEEK RELIEF OR HAVE ANY COMPLAINTS, CLAIMS, OR DISPUTES ADJUDICATED IN ANY COURT OF LAW, ADMINISTRATIVE PROCEEDING, OR ANY OTHER FORUM, WHETHER THOSE COMPLAINTS, CLAIMS, OR DISPUTES ARISE OR ARE BASED IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE. SPRING AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. SPRING AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION.**

NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH SPRING PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS. HOWEVER, ANY COMPLAINTS, CLAIMS, OR DISPUTES SUBMITTED TO SAID AGENCY REMAIN OTHERWISE SUBJECT TO THE PROVISIONS OF THIS PARAGRAPH, INCLUDING, BUT NOT LIMITED TO, THE AGREEMENT TO SUBMIT ALL COMPLAINTS, CLAIMS, OR DISPUTES, WHETHER ARISING OR BASED IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE, TO BINDING AND FINAL ARBITRATION; THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO SUE OR SEEK RELIEF IN ANY COURT OF LAW, ADMINISTRATIVE PROCEEDING, OR ANY

OTHER FORUM; THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO A JURY TRIAL; AND THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION.

**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 Maryland. This Agreement shall be construed under and shall be governed by the laws of the State of Maryland without regard to the application of its conflicts of law principles. 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 or pricing structure whereby Spring Power & Gas is prevented, prohibited, or frustrated from carrying out the terms of the Agreement, at its sole discretion, Spring shall have the right to modify or cancel this Agreement on 30 calendar days' notice to Customer

**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.

**22. Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, acts of governmental authority, 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 45 days' written notice of such modification to the Customer.

**23. Emergency Service.** The LDC will respond to leaks and emergencies. In the event of a leak, service interruption, outage or other emergency, Customer should immediately call the LDC and emergency personnel. BG&E: 1-800-685-0123. Pepco: 1-877-737-2662. Washington Gas: 1-800-752-7520.

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

**25. Refund Policy.** As the commodities supplied under this Agreement are immediately used and consumed by Customer upon delivery, it is not practical to return the products subject to this Agreement, and therefore refunds with respect to the commodities are not provided.

**26. Environmental Disclosure.** A copy of Spring's environmental disclosure information will be available at [www.springpowerandgas.us](http://www.springpowerandgas.us).

**27. Notices.** Unless otherwise required by law, Customer agrees that Spring may transmit to Customer all notices, requests, claims, demands and other communications, including those required in this Agreement, via electronic mail ("e-mail"), to the e-mail address provided by Customer to Spring at the time of enrollment. Customer shall be responsible for notifying Spring within seven (7) calendar days if Customer's e-mail address changes by calling Spring at 1.888.710.4782. Notices transmitted to Customer via e-mail shall be deemed to have been received if transmitted to the Customer at the e-mail address provided at the time of enrollment or subsequently updated by the Customer.



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).

These 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.

**Version 07112019**

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 Signature:**

**Customer Name:**



## 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).**

# 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>.

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## 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)

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## 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.

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## 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**