



KIWI ENERGY

111 East 14th Street #105
New York, NY 10003
1 877 208 7636
kiwienergy.us

Welcome to Kiwi Energy!

Dear

Thank you for choosing Kiwi Energy as your new energy supplier. We appreciate you have a choice and are pleased that you have chosen to take advantage of our clean products and Ecogold Reward offerings. Our focus is to provide you with the best products and friendly, efficient service.

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

As a Kiwi 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 Kiwi Energy supply charges.

Kiwi Energy 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 Kiwi Energy.

Your meter will still be read by your Utility and you will receive a single consolidated bill from your Utility that includes your delivery and supply charges. If you experience a power outage or fault your Local Distribution Company is there to fix it – 24 hours, 7 days a week, just as they always have.

If you have any questions please do not hesitate to contact us at 1-877-208-7636.

Once again, thank you for choosing Kiwi Energy.

Yours sincerely,

Richard Booth
President Retail Operations
Kiwi Energy

Kiwi Energy NY LLC

111 East 14th Street, #105 • New York, NY 10003 • 1-877-208-7636 • www.kiwienergy.us

Sales Agreement for Carbon Offset Natural Gas and/or Electricity and Renewable Energy Certificates (Residential)

Customer Disclosure Statement

Price:	Variable rate (meaning Customer's rate may change each billing cycle) per therm (or Ccf depending on utility) and/or kWh for the applicable utility zone(s).
How price of the electricity or natural gas determined:	Gas Variable Price shall reflect the cost to Kiwi Energy to obtain natural gas (including commodity, capacity, storage and balancing), carbon offsets, transportation to the Delivery Point, and other related factors, plus all applicable taxes, fees, charges or other assessments and Kiwi's costs, expenses and profit margins. Electric Variable Price shall reflect the cost to Kiwi Energy to obtain electricity from all sources (including energy, capacity, settlement, ancillaries), Renewable Energy Certificates ("RECs"), related transmission and distribution charges and other related factors, plus all applicable taxes, fees, charges or other assessments and Kiwi's costs, expenses and profit margins. The price reflects the cost of electricity provided through the Kiwi Clean program and the Wind REC. 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, Kiwi Energy reserves the right to increase pricing and/or terminate this Agreement. See section 20 – Regulatory or Other Changes.
Agreement Length:	The Initial Term for Carbon Offset Natural Gas and/or Electricity and Wind RECs is for 36 months. For more details, see Section 2 - Term.
Rescission Period:	Customer may rescind by calling toll-free number within 3 business days of receipt of the sales agreement.
Early Termination Fee:	No early termination fee.
Late Payment Fee:	Late Payment Fee of 1.5% on overdue balances which is calculated and billed by the LDC.
Renewal:	At least 30 days and no more than 60 days prior to the end of the Initial Term, Kiwi Energy will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement. Unless otherwise agreed to in writing, upon completion of the Initial Term, this Agreement will automatically continue at a monthly variable rate methodology into successive 36-month terms until terminated by either party upon at least 30 days' advance written notice to the non-terminating party (each successive 36-month term, the "Renewal Term"). For more details, see Section 2 - Term.
Savings Guarantee:	There is no guaranteed saving from the LDC commodity rate and your rate may be higher than the LDC rate.

1. Agreement to Sell and Purchase Natural Gas and/or Electricity. This is an agreement between Kiwi Energy NY LLC ("Kiwi Energy") and the undersigned customer ("Customer") under which Customer shall initiate natural gas and/or electricity service and begin enrollment with Kiwi Energy (the "Agreement"). Subject to the terms and conditions of this Agreement, Kiwi Energy agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas and/or electricity, as estimated by Kiwi Energy, necessary to meet Customer's requirements based upon consumption data obtained by Kiwi Energy or the delivery schedule of the Local Distribution Utility (the "LDC"). The amount of natural gas and/or electricity delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Kiwi Energy or the LDC's delivery schedule. The LDC will continue to deliver the commodity supplied by Kiwi Energy.

2. Term. For Variable Rate service, this Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Kiwi Energy is deemed effective by the LDC, and shall continue for 36 months (the "Initial Term"). Unless otherwise agreed to in writing, upon completion of the Initial Term, this Agreement will automatically continue into successive 36 month terms at a monthly variable rate methodology until terminated by either party upon providing at least 30 days' advance written notice to the non-terminating party (each successive 36-month term, the "Renewal Term").

3. Pricing, Billing, and Termination. Through our Kiwi Clean program, your electricity is matched with our Green-e Energy certified Wind REC (Renewable Energy Certificate) product (see Section 5). The price for Kiwi Clean contains the charges for electricity plus our Wind REC product. The cost of electricity and our Wind REC product is variable. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a variable price per kilowatt

hour, which shall reflect the cost to Kiwi Energy 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 Kiwi Energy's costs, expenses, and profit margins. Kiwi Energy's current and historical prices are not an indicator of Kiwi Energy's future prices. Kiwi Energy does not guarantee any savings. You agree and understand that your price for electricity and RECs can fluctuate from one billing cycle to the next. Unless otherwise agreed to in writing, Kiwi Energy's prices may be higher than the LDC's supply rate.

For natural gas, under Kiwi Energy's Zero Gas program, your natural gas is matched with carbon offsets (see Section 6). The cost of natural gas and carbon offsets is variable. Your rate for gas will be variable price per therm (or Ccf depending on utility). The price for natural gas and carbon offsets can fluctuate from one billing cycle to the next. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be a variable price which shall reflect the cost to Kiwi Energy 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 Kiwi Energy's costs, expenses, and profit margins.

Kiwi Energy will invoice Customer monthly for natural gas and/or electricity delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to an LDC late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either Kiwi Energy or the LDC, or each of the LDC and Kiwi Energy may invoice Customer separately. The price of our Kiwi Clean program includes the cost of electricity and the Wind REC product. For Zero Gas, the price includes natural gas matched with carbon offsets. For customers enrolled in Kiwi Clean and/or Zero Gas, the LDC bill will show a combined price and will not be broken down. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). Kiwi Energy may assign and sell Customer accounts receivable to LDC. In the event of failure to remit payment when due, Kiwi Energy may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). A \$30 fee will be charged for all returned payments.

4. Supply Rewards. Kiwi Energy will provide to Customer EITHER a "7% Ecogold Rewards OR a "5% Cash Back" of the Kiwi Energy natural gas and/or electricity commodity supply charges for active accounts as chosen by the customer as indicated on the front of this application following the commencement of natural gas and/or electric commodity service under this Agreement. Active accounts are defined as those (i) that are billing more than \$0 and (ii) for which Kiwi Energy has not received a request on behalf of the customer to discontinue service.

- (i) The 7% Ecogold Rewards will be 7% of the ESCO natural gas and/or electricity commodity supply charges billed by the LDC on behalf of Kiwi Energy 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 is equal to \$50. Once Customer is eligible for reward, the reward will automatically be applied to Customer's Ecogold Rewards account. If Customer leaves Kiwi Energy, they forfeit their Ecogold Rewards and is no longer eligible to redeem such rewards.
- (ii) The Cash Back will be 5% of the 12 month consecutive ESCO natural gas and/or electricity commodity supply charges billed by the LDC on behalf of Kiwi Energy under the consolidated bill, exclusive of sales taxes and LDC delivery, transportation, and transmission charges. Customer must remain with Kiwi Energy for 12 consecutive billing cycles to receive any Cash Back. The Cash Back must be mailed to the customer within 60 days following each 12 month billing cycle that Customer takes service from Kiwi Energy. If you terminate your Agreement with Kiwi Energy 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 Kiwi Energy customer, you are not entitled or eligible to redeem any accumulated rewards. 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 ("RECs"). The Kiwi Clean 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 product and does not contain 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. Kiwi Energy's Wind REC product is Green-e Energy

Certified. Kiwi Energy 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. Kiwi Energy does not guarantee that this product will be offered in the future or on a continuing basis and will notify customers 3 months in advance via the Kiwi Energy website if Kiwi Energy is no longer able to purchase renewable energy credits.

6. Carbon Offset Natural Gas. Kiwi Energy's Zero Gas is a carbon offset natural gas program that ensures that Kiwi Energy 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. For information on how to calculate the quantity of carbon offsets, the Customer should refer to the Carbon Offset Content Label. Kiwi Energy 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. Kiwi Energy does not guarantee that this product will be offered in the future or on a continuing basis and will notify customers 3 months in advance via the Kiwi Energy website if Kiwi Energy is no longer able to purchase carbon credits.

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 or email 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.

7. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Kiwi Energy. Kiwi Energy may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, energy services company or other entity as authorized by the DPS.

8. Information Release Authorization. Customer authorizes Kiwi Energy to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; utility account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under New York State Public Service Law ("PSL") § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. We, and any of our affiliates, agents or representatives, may use this information, along with information you provide, to review your creditworthiness, eligibility for services and to properly serve you. Such information may be disclosed to a third-party if: (a) required by law; (b) such disclosure to a third-party service provider under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services; or (c) as provided below. You understand that we may refuse to offer service to you as allowed by law. Customer's execution of this Agreement shall constitute authorization for the release of this information and this authorization will remain in effect during the term of this Agreement, including any Initial and all Renewal terms. Customer may rescind this authorization at any time by providing written notice thereof to Kiwi Energy or by calling Kiwi Energy at 1-877-208-7636. Kiwi Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization. The data obtained pursuant to this authorization will be retained by Kiwi Energy for a period of six years post-termination of this Agreement consistent with the statute of limitations for contractual disputes and may be used by Kiwi Energy in connection with any ongoing business or legal purpose with respect to its obligations under the Agreement, or to offer additional products or services to Customer during the Term or at any time in the six year period after the Agreement terminates, or as contained in any derivative work created by Kiwi Energy in association with its business as a retail energy provider.

9. Consumer Protections. The services provided by Kiwi Energy to Customer are governed by the terms and conditions of this Agreement and HEFPA. Kiwi Energy will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Kiwi Energy, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting Kiwi Energy at 1-877-208-7636 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728.

10. Cancellation. Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting Kiwi Energy at 1-877-208-7636 or in writing. Customer is liable for all Kiwi Energy charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within 20 days after the final scheduled meter reading, or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued-up subsequent to the final meter reading.

11. Agency (Gas): Customer hereby designates Kiwi Energy as agent to (a) arrange and administer contracts and service agreements between Customer and Kiwi Energy 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 Kiwi Energy to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Kiwi Energy as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. Kiwi Energy 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.

Agency (Electric): Customer hereby designates Kiwi Energy as agent to (a) arrange and administer contracts and service agreements between Customer and Kiwi Energy and those entities including the New York Independent System Operator ("NYISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities, including the LDC, for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Kiwi Energy 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 NYISO Kiwi load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

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

13. Warranty. This Agreement, including applicable attachments, constitutes the entire Agreement between Customer and Kiwi Energy. Kiwi Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Kiwi Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

14. Force Majeure. Kiwi Energy will make commercially-reasonable efforts to provide natural gas and/or electricity hereunder but Kiwi Energy does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Kiwi Energy ("Force Majeure Events") may result in interruptions in service. Kiwi Energy will not be liable for any such interruptions caused by a Force Majeure Event, and Kiwi Energy 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, 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 natural gas and/or electricity distribution lines), or any other cause beyond Kiwi Energy's control.

15. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE NEW YORK LAW, NEITHER YOU NOR KIWI ENERGY 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 KIWI ENERGY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST KIWI ENERGY 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 KIWI ENERGY, 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 KIWI ENERGY 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.

16. Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions. ANY COMPLAINT, CLAIM, OR DISPUTE BETWEEN KIWI ENERGY AND CUSTOMER, WHETHER ARISING IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE, SHALL, AS THE SOLE AND EXCLUSIVE REMEDY OF KIWI ENERGY 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 NEW YORK AND THE COUNTY WHERE SERVICES ARE BEING PROVIDED UNDER THIS AGREEMENT, OR WHERE KIWI ENERGY 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. KIWI ENERGY 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, KIWI ENERGY 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. KIWI ENERGY AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. KIWI ENERGY 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 KIWI ENERGY 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.

17. Contact Information. Customer may contact Kiwi Energy's Customer Service Center at 1-877-208-7636, Monday through Friday 9:00 AM - 6:00 PM EST (contact center hours subject to change). Customer may write to Kiwi Energy at:

Kiwi Energy, 111 East 14th Street, #105, New York, NY 10003. By entering into this Agreement, you provide express authorization to Kiwi Energy to contact you via electronic mail, which address you must keep current with Kiwi Energy at all times.

18. 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 New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles. This Agreement is governed by the laws of New York State. 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 Kiwi Energy is prevented, prohibited, or frustrated from carrying out the terms of the Agreement, at its sole discretion, Kiwi Energy shall have the right to modify or cancel this Agreement on 30 calendar days' notice to Customer.

19. Taxes. 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 Kiwi Energy's net income, shall be paid by Customer, and Customer agrees to indemnify Kiwi Energy and hold Kiwi Energy harmless from and against any and all such taxes.

20. Regulatory or Other Changes. Kiwi Energy and Customer recognize that a change in any law, rule, regulation, guideline, procedure, acts of any governmental authority, tariff, utility, ISO design, ICAP tag, gas capacity release, formula or formula input, demand charge, regulatory structure, or the interpretation or application of any of the foregoing, applicable to Kiwi Energy or this Agreement by any entity, including, but not limited to, the Utility, Department of Public Service, New York Public Service Commission, or the New York Independent System Operator (each, a "Regulatory Change") could materially impact a term, condition, or provision of this Agreement including, but not limited to price. Kiwi Energy and Customer further recognize that the financial impact of a Regulatory Change that occurred prior to the date the parties executed this Agreement (the "Execution Date") may not be known until a future date. Accordingly, Kiwi Energy retains the right to: (i) terminate this Agreement and return the Customer to the Utility at the next available meter reading date; (ii) modify this Agreement to reflect a Regulatory Change that occurs after the Execution Date, including modifying Customer's price; and/or (iii) pass through to Customer any capital, operating, commodity, or other costs it incurs as a result of a Regulatory Change ("Regulatory Costs") that occurred prior to the Execution Date where such: (a) Regulatory Costs were unknown or (b) Regulatory Change did not become effective until after the Execution Date. In all cases, Kiwi Energy shall provide 30 days' prior written notice to Customer of any termination of or modification to this Agreement resulting from a Regulatory Change and/or application of any Regulatory Cost.

21. Emergency Service. The LDC will respond to leaks and emergencies. In the event of a natural gas leak, electricity service interruption or other emergency, Customer should immediately call their LDC, then Kiwi Energy:

National Grid Upstate: Electric emergency – 1-800-867-5222

National Grid Upstate: Gas emergency – 1-800-892-2345

National Grid Metro: Gas emergency – 1-718-643-4050

Con Edison: Electric emergency – 1-800-752-6633

Con Edison: Gas emergency – 1-800-752-6633

National Fuel: Gas emergency – 1-800-444-3130

Central Hudson: Electric emergency – 1-800-527-2714

Central Hudson: Gas emergency – 1-800-942-8274

RG&E: Electric emergency – 1-800-743-1701

RG&E: Gas emergency – 1-800-743-1702

NYSEG: Electric emergency – 1-800-572-1131

NYSEG: Gas emergency – 1-800-572-1121

Orange & Rockland: Electric emergency – 1-877-434-4100

Orange & Rockland: Gas emergency – 1-800-533-5325

Kiwi Energy – 1-877-208-7636

22. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and Kiwi Energy have caused this Agreement to be executed by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

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

24. Budget Billing. For customers who are already enrolled in a budget billing program, your utility company should continue to provide you with a budget bill for the delivery portion of your bill. If you would like to participate in budget billing for your electric or natural gas supply service charges, please contact Kiwi and your utility company for assistance and information.



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.



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.

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:

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer

ESCO Consumers Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrolment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
 - price and all variable charges or fees;
 - length of the agreement;
 - terms for renewal of the agreement;
 - cancellation process and any early termination fees, which are limited by law; and
 - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumer Bill of Rights), in the same language used to enrol you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to

<http://www.dps.state.ny.us/resright.html>.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.state.ny.us>.

You can find more information about your energy alternatives by visiting: www.askpsc.com



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: KIWI ENERGY, 111 EAST 14TH STREET #105. NEW YORK, NY 10003



Kiwi Energy 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.

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 ² 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
Total	100%	National

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.



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.

For specific information about this product, please contact:

Kiwi Energy | 877 208 7636 | info@kiwienergy.us | kiwienergy.us



KIWI ENERGY

kiwienergy.us

Five Reasons to Switch Your Electricity and Gas to Kiwi Energy 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 product. 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 7% Ecogold Rewards or 5% Cash Back on your Kiwi Energy 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***

*You will receive either 7% Ecogold Rewards issued once you accumulate \$25 and \$50 thereafter, or 5% Cash Back sent after 12 months.

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

***Customer needs to have switched to Kiwi Energy.

ecogold



2

Choose a Sustainable Future

Electricity matched 100% with RECs and Gas matched 100% with Carbon Offsets

Kiwi Clean

Energy matched 100% with Renewable Energy Certificates (RECs)



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. 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 Kiwi Energy 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, the BEST BUY logo and the tag design are trademarks of Best Buy and its affiliated companies. © 2017 Best Buy. All rights reserved. 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. GCs are issued by ACl 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. ©2017 CVS pharmacy CVS pharmacy is not a sponsor of this program or promotion and is not affiliated with Kiwi Energy. 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 Kiwi Energy, 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

4

Switching Is Easy

It's easy to switch to Kiwi Energy. Once you've enrolled with us, you will normally receive one final bill with supply charges from your previous provider, on the following bill Kiwi Energy 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 Service Company.



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

Kiwi Energy sells electricity matched with RECs and gas matched with Carbon Offsets.

5

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

Kiwi Energy 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 Kiwi Energy and Ecogold websites, information can be found at kiwienergy.us or ecogold.us.



kiwienergy.us



KIWI ENERGY

ecogold.us

P 877 208 7636 F 888 812 2284

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

E info@kiwienergy.us

K5RB120118