

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 Electricity and Renewable Energy Certificates (Residential)

Customer Disclosure Statement

Price Price	Fixed.
How price is determined	The price under this Agreement will be an Electric Fixed Price of \$ per/kWh for months ("Initial Term"). This rate may be higher or lower than the LDC rate. A Fixed Price may be modified due to a subsequent change in a law, rule, regulation, tariff or regulatory structure. The price includes the cost of electricity provided through the Kiwi Clean program and the Wind REC. See Section 3 Pricing and Section 21 Regulatory Changes. For fixed price service if usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by ten percent or more, the Customer may be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by ten percent or more below the Base Load, the Customer may be charged the fixed price for all usage and shall be charged for hedging, cash out costs, settlement or balancing costs related to the positive difference between the Base Load and actual consumption. After the Initial Term, the price will be a monthly variable rate per kWh based on Kiwi's actual and estimated supply costs which shall reflect the wholesale cost of electricity obtained from all sources (including capacity, inventory and balancing costs, settlement, ancillaries), Renewable Energy Certificates (RECs), related transmission and distribution charges, prior period adjustments, other market related factors, plus Kiwi's costs, expenses and profit margins.
Length of the agreement and end date	The Initial Term of the Electricity and RECs Agreement is from when the enrollment is deemed effective by the LDC for new customers or when the rate change is accepted by the LDC for existing customers. For more details, see Section 2-Term.
Process customer may use to rescind the agreement without penalty	A residential Customer may rescind by calling the toll-free number within 3 business days of receipt of the sales agreement.
Amount of Early Termination Fee ("ETF") and method of calculation	If this Agreement is terminated prior to the end of the Initial Term, Customer will pay an early termination cost recovery fee. Such fee will be one hundred dollars (\$100.00) for any Agreement with a remaining term of less than 12 months; or two hundred dollars (\$200.00) for any Agreement with a remaining term of more than 12 months.
Amount of Late Payment Fee and method of calculation	1.5% per month on overdue balances.
Provisions for renewal of the agreement	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 continue at a variable rate methodology until terminated by either party upon at least 30 days' advance written notice to the non-terminating party. For more details, see Section 2 - Term.
Savings Guarantee:	There is no guaranteed saving from the LDC commodity rate.

- 1. Agreement to Sell and Purchase Energy. This is an agreement between Kiwi Energy NY LLC ("Kiwi Energy"), an independent energy services company, and the undersigned customer ("Customer") under which Customer shall initiate 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 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"). Kiwi Energy is not affiliated with and does not represent the LDC. The amount of electricity supplied 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 electricity supplied by Kiwi Energy.
- **2. Term.** For new customers 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 for existing customers shall commence when the rate change is accepted by the LDC; thereafter the Term shall continue for the number of months set forth on the Customer Disclosure Statement (the "Initial Term"), which is incorporated herein. Unless otherwise agreed to in writing, upon completion of the Initial Term, this Agreement will continue at a monthly variable rate methodology until terminated by either party upon at least 30 day's advance written notice to the non-terminating party. 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. Customer shall have 3 business days from receipt of the first billing statement of the Renewal Term to reject renewal terms and cancel the renewal 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 Customer Disclosure Statement ("Initial Term") plus all applicable fees and taxes. For electricity, through our Kiwi Clean program, your electricity is matched with our Green-e Energy certified Wind REC (Renewable Energy Certificates) product (see Section 7). The price for our Kiwi Clean includes the cost of electricity and the Wind REC product. For customers enrolled in Kiwi Clean, the LDC bill will show a combined price and will not be broken down. Kiwi Energy's current and historical prices are not an indicator of Kiwi Energy's future prices. Kiwi Energy does not guarantee any savings. Unless otherwise agreed to in writing, Kiwi Energy's prices may be higher or lower than the LDC's supply rate. For fixed price service if usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by ten percent or more, the Customer may be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by ten percent or more below the Base Load, the Customer may be charged the fixed price for all usage and shall be charged for hedging, cash out costs, settlement or balancing costs related to the positive difference between the Base Load and actual consumption.

Variable: Through our Kiwi Clean 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 Kiwi Clean includes the cost of electricity and the Wind REC product. Kiwi 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 Kiwi's actual and estimated supply costs, which shall reflect the wholesale cost of electricity obtained from all sources (including capacity, inventory and balancing costs, settlement, ancillaries), Renewable Energy Certificates ("RECs"), related transmission and distribution charges, prior period adjustments, other market related factors, plus Kiwi's costs, expenses and profit margins. The monthly price shall be determined by Kiwi. 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 Kiwi cannot guarantee savings over your LDC's rates for any given month or for the entire term of this Agreement.

4. Termination: If Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Kiwi Energy may terminate this Agreement upon 15 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial Term or if Kiwi

Energy terminates this Agreement due to Customer's breach, the Customer shall pay Kiwi Energy, in addition to any other applicable charges, an early termination cost recovery fee. Such fee will be one hundred dollars (\$100.00) for any Agreement with a remaining term of less than 12 months or two hundred dollars (\$200.00) for any Agreement with a remaining term of more than 12 months.

- **5. Billing:** Kiwi Energy will invoice Customer monthly for electricity supplied 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 a 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. 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 the LDC. Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys' fees (if suit is filed) and reasonable collection agency fees. In the event of failure to remit payment when due by a residential customer, 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.
- **6. Supply Rewards**. Kiwi Energy will provide to Customer EITHER a "7% Ecogold Rewards OR a "5% Cash Back" of the Kiwi Energy electricity commodity supply charges for active accounts as chosen by the customer as indicated on the front of this application following the commencement of 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 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.
 - (ii) The Cash Back will be 5% of the 12 month consecutive ESCO 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.

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 the funds available. This fee is non-recoverable and non-refundable.

- **7. 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.
- **8. 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, 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 as authorized by the DPS.

- 9. 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; 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. This information may be used by Kiwi Energy to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Kiwi Energy. This authorization will remain in effect during the term of this Agreement. 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.
- 10. Consumer Protections. The services provided by Kiwi Energy to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. 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, a residential 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.
- **11. Cancellation.** A residential 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.
- 12. 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.
- **13. Title.** Customer and Kiwi Energy agree that title to, control of, and risk of loss to the electricity supplied by Kiwi Energy under this Agreement will transfer from Kiwi Energy to Customer at the Delivery Point(s).
- **14. Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up 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.
- **15. Force Majeure.** Kiwi Energy will make commercially-reasonable efforts to provide electricity hereunder but Kiwi Energy does not guarantee a continuous supply of 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, 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 or electric facilities), or any other cause beyond Kiwi Energy's control.

- **16. Liability.** The remedy in any claim or suit by Customer against Kiwi Energy will be solely limited to direct actual damages, which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months. All other remedies at law or in equity are hereby waived. In no event will either Kiwi Energy or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.
- **17. Contact Information**. Customer may contact Kiwi Energy's Customer Service Center at 1-877-208-7636 Monday through Friday 9:00 a.m. 6:00 p.m. 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.
- **18. Dispute Resolution (Residential).** In the event of a billing dispute or a disagreement involving Kiwi Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Kiwi Energy by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") or calling the DPS at 1.800.342.3377. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.
- **19. 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.
- **20. 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 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.
- **21. Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") that impacts any term, condition or provision of this Agreement including, but not limited to price, Kiwi Energy shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.
- **22. Emergency Service.** The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, 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: 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

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

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

- **23.** 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 as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms
- **24. 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.
- **25. 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.

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:

KIWILLC_FIXED_110116

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer ESCO Consumers Bill of Rights

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

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

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

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



Notice of Cancellation

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.				
CustomerSignature		Date of Cancellation	on		
Customer's Print Name	,	Relationship to the	Account Holder / Title (if applicable)		
Electricity Account Nun	nber (LDC)	Natural Gas Accou	ınt Number		
Billing Address: Street	Address		Apt#		
Billing Address:	City	State	Zip Code		
Customer Phone Numb	per	Transaction ID Nu	mber		

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.

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.

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



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.



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***



 $[\]ensuremath{^{**}}$ Log in to ecogold.us to see the full list of offers and terms.

















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)



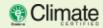
Wind REC

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 (VCLUs). 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.

^{***}Customer needs to have switched to Kiwi Energy.

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



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.



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.



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