



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. 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 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.

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 1-877-208-7636.

Once again, thank you for choosing Kiwi Energy.

Yours sincerely,

Richard Booth
President Retail Operations
Kiwi Energy

Ohio Contract Summary - Electricity and Renewable Energy Certificates



KIWI ENERGY

Third Party Supplier ("TPS") Information: By entering into this contract you are agreeing to purchase your Electric supply from this supplier.	Kiwi Energy NY LLC d/b/a Kiwi Energy 111 East 14 th Street, #105, New York, NY 10003 Phone: 1-877-208-7636 Website: www.kiwienergy.us PUCO CRES Certification No.: 16-1156E(1) <u>Kiwi Energy is responsible for your electric supply.</u>
Price Structure	The price for all electricity sold under this Agreement shall be a variable price per kWh which shall reflect the wholesale cost of electricity obtained from all sources (including capacity, energy balancing, settlement, ancillaries), Renewable Energy Certificates ("RECs"), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Kiwi Energy's costs, expenses and margins. There is no cap on your variable rate, and there is no limit on how much the price may change from one billing cycle to the next.
Generation/Supply Price	Your initial price under this variable rate Agreement is \$_____/per kWh effective for your first billing cycle and thereafter will vary month to month based on the factors described above. This price above reflects the cost of electricity including the Kiwi Clean program and the Wind RECs.
Statement Regarding Savings	There are no guaranteed savings.
Amount of time required to change from TPS back to default service or to another TPS	One to two billing cycles.
Incentives	The Kiwi Clean program matches 100% of the customer's electricity usage with RECs sourced from national renewable resources. See Section 6 for more details. Customer may select one of two reward options, EITHER: (1) "5% Ecogold Rewards" OR (2) "3% Cash Back." Rewards are calculated based on Customer's commodity supply charges. See Section 5 for more details.
Right to Cancel/Rescind	A customer may rescind this Agreement within 7 calendar days following the postmark date of the Utility's confirmation notice by calling or providing written notice to the Utility.
Contract Start Date	This Agreement will begin with your first meter read by your Utility following your acceptance into the program.
Contract Term/Length	Month-to-month from enrollment effective date.
Cancellation/Early Termination Fees	There is no early termination fee.
Renewal Terms	Not applicable.
Distribution Company Information	Duke Energy: 800-544-6900 Ohio Edison: 1-800-633-4766 Your Utility will continue to deliver your electricity and you will continue to pay the Utility for this service. You should call your Utility in the event of an emergency or power outage. Toledo Edison: 1-800-447-3333 The Illuminating Company: 1-800-589-3101

This is a variable rate contract. A fixed rate is a price that will remain the same for a set period of time, whereas a variable rate is a price that will vary over time based on market conditions, including weather fluctuations which may decrease or increase the variable rate.

Ohio Contract Summary – Carbon Offset Natural Gas



Third Party Supplier (“TPS”) Information: By entering into this contract you are agreeing to purchase your Gas supply from this supplier.	Kiwi Energy NY LLC d/b/a Kiwi Energy 111 East 14 th Street, #105, New York, NY 10003 Phone: 1-877-208-7636 Website: www.kiwienergy.us PUCO CRNG Certificate No.: 16-563G(1) <u>Kiwi Energy is responsible for your gas supply.</u>
Price Structure	The price for all natural gas sold under this Agreement shall be a variable price per Ccf which shall reflect the wholesale cost of natural gas (including commodity, capacity, storage and balancing), carbon offsets, transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Kiwi Energy’s costs, expenses and margins. There is no cap on your variable rate, and there is no limit on how much the price may change from one billing cycle to the next.
Generation/Supply Price	Your initial price under this variable rate Agreement is \$_____ per Ccf effective for your first billing cycle and thereafter will vary month to month based on the factors described above.
Statement Regarding Savings	There are no guaranteed savings.
Amount of time required to change from TPS back to default service or to another TPS	One to two billing cycles.
Incentives	Kiwi’s Ecogold plan Zero Gas ensures that Kiwi offsets the carbon dioxide emissions associated with the natural gas consumption purchasing carbon offsets. The carbon offsets come from forestry projects. See Section 7 for more details. Customer may select one of two reward options, EITHER: (1) “5% Ecogold Rewards” OR (2) “3% Cash Back.” Rewards are calculated based on Customer’s commodity supply charges. See Section 5 Supply Rewards for more details.
Right to Cancel/Rescind	A customer may rescind this Agreement within 7 business days of the postmark date of the Utility’s confirmation notice by contacting the Utility.
Contract Start Date	This Agreement will begin with your first meter read by your Utility following your acceptance into the program.
Contract Term/Length	Month-to-month from enrollment effective date.
Cancellation/Early Termination Fees	There is no early termination fee.
Renewal Terms	Not applicable.
Distribution Company Information	Duke Energy: 800-544-6900 Your Utility will continue to deliver your gas and you will continue to pay the Utility for this service. You should call your Utility in the event of an emergency or power outage. Dominion Energy: 1-800-362-7557

This is a variable rate contract. A fixed rate is a price that will remain the same for a set period of time, whereas a variable rate is a price that will vary over time based on market conditions, including weather fluctuations which may decrease or increase the variable rate.

Kiwi Energy NY LLC d/b/a Kiwi Energy
111 East 14th Street, #105. New York, NY 10003.
Tel No. 1.844.907.6937 - www.kiwienergy.us



CRES Certificate Number: 16-1156E(1)

CRNG Certificate Number: 16-563G(1)

Customer's Name		Enrollment Date	
Commodity Type		Account Number	

Electricity + RECS and/or Carbon Offset Natural Gas Service - Terms and Conditions

1. Authorization to Switch and Agreement to Sell and Purchase Natural Gas and/or Electricity. Kiwi Energy NY LLC d/b/a Kiwi Energy ("Kiwi") is a Competitive Retail Electric Service Provider and Competitive Retail Natural Gas Service Provider (hereinafter referred to as "Kiwi" or "Supplier") in Ohio. This is an agreement between Kiwi and the undersigned customer ("Customer" or "You") under which Customer authorizes a change in Customer's Supplier and agrees to obtain electric generation and/or natural gas supply service from Kiwi (the "Agreement"). Subject to the terms and conditions of this Agreement, Kiwi agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity and/or natural gas, as estimated by Kiwi, necessary to meet Customer's requirements based upon consumption data obtained by Kiwi 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 Kiwi or the LDC's delivery schedule. The LDC will continue to deliver the electricity and/or gas supplied by Kiwi.

2. Contract Length. This Agreement will begin with your first meter read by your LDC after your enrollment is accepted and will continue on a month-to-month basis. When receiving service on a month-to-month basis, either party may cancel or terminate this Agreement at any time without penalty by providing 30 days' advance written notice of termination to the other party.

3. Pricing, Billing, and Termination. Through our Kiwi Clean program, your electric consumption is matched with our Green-e Energy certified Wind REC (Renewable Energy Certificates) product (see Section 6). The price for Kiwi Clean includes electricity and our Wind REC product. The cost of electricity and our Wind REC product is variable. Your rate for electricity will be a variable price per kilowatt hour. This rate is set forth in your Contract Summary, which is incorporated into this agreement. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a variable price per kWh which shall reflect the wholesale cost of electricity obtained from all sources (including capacity, energy balancing, settlement, ancillaries), Renewable Energy Certificates, related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Kiwi's costs, expenses and margins. You agree and understand your price for electricity and RECs can fluctuate from month to month.

For natural gas, under Kiwi's Zero Gas program, your natural gas consumption is matched with carbon offsets (see Section 7). The cost of natural gas and the carbon offsets is variable. Your rate for gas will be

a variable price per Ccf. This rate is set forth in your Contract Summary, which is incorporated into this agreement. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be a variable price per Ccf which shall reflect the wholesale cost of natural gas obtained from all sources (including commodity, capacity, storage and balancing), carbon offsets, transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Kiwi's costs, expenses and margins. You agree and understand your price for natural gas and carbon offsets can fluctuate from month to month.

Kiwi's current and historical prices are not an indicator of Kiwi's future prices. Kiwi does not guarantee any savings. 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. Kiwi's prices may be higher or lower than the LDC's supply rate. Kiwi does not offer budget billing for your electric and/or natural gas supply service charges.

Customer will receive a consolidated bill from the LDC, which will include Kiwi's charges. Your payment will be due to the LDC by the date specified on the bill. If Customer fails to pay on time or to meet any agreed-upon payment arrangement, then Customer may be subject to late fees and interest charges imposed by the LDC and Customer's service may be disconnected pursuant to the LDC's tariff, Customer's agreement may be terminated. The price for 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. Kiwi may assign and sell the Customer's accounts receivable to the LDC. In the event of failure to remit payment when due, Kiwi may terminate service under this Agreement in accordance with the provisions of Section 11 of this Agreement. A \$30 fee will be charged for all returned payments. You have the right to request, without charge, up to twenty-four (24) months of your payment history for electric and natural gas services rendered by Kiwi Energy.

If there is a material adverse change in the business or financial condition of Customer (as determined by Kiwi at its discretion), or if the LDC is or becomes unable or unwilling to invoice Customer directly for the electricity and/or natural gas delivered under this Agreement, or if the Customer's usage of electricity or natural gas materially decreases by more than 25% as measured against the same month in the previous year, or if the Customer fails to disclose to Kiwi any material change affecting or expected to affect the Customer's usage of electricity or natural gas (including, but not limited to the installation of onsite generation), or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Kiwi may terminate this Agreement in accordance with the provisions of Section 11 of this Agreement.

4. Switching. If Customer changes their electric supplier, their LDC may apply a switching fee. If Customer switches back to their LDC, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by their electric LDC. If you change your natural gas supplier, your LDC may apply a switching fee under the incumbent LDC's tariff. If Customer voluntarily returns to their incumbent natural gas LDC after choosing a retail natural gas supplier, the Customer may be charged a price other than the incumbent natural gas LDC's applicable tariff rate.

5. 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 Kiwi 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 Kiwi 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.

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 Kiwi under the consolidated bill, exclusive of sales taxes and LDC delivery, transportation, and transmission charges. Customer must remain with Kiwi for 12 consecutive billing cycles to receive any Cash Back. If the Customer terminates this Agreement prior to the completion of the 12th consecutive month of service with Kiwi, all Cash Back rewards accumulated by the Customer will be forfeited. Kiwi 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 Kiwi.

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.

6. Renewable Energy Certificates (REC). 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 (REC) product and does not contain electricity. You are purchasing RECs from Kiwi Energy 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. Kiwi 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 does not guarantee that this product will be offered in the future or on a continuing basis and will notify customer 3 months in advance via the Kiwi website if Kiwi is no longer able to purchase RECs.

7. Carbon Offset Natural Gas. Kiwi's Zero Gas program, which qualifies for Ecogold benefits, is a carbon offset natural gas program that ensures that Kiwi 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. Kiwi 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 does not guarantee that this product will be offered in the future or on a continuing basis and will notify customer 3 months in advance via the Kiwi website if Kiwi 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 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.

8. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Kiwi. Kiwi may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another entity.

9. Information Release Authorization. Customer authorizes Kiwi to obtain and review "Customer Information," which includes, but is not limited to, customer name, address, telephone number, usage habits or history, peak demand and payment history, and information regarding Customer's credit history from credit reporting agencies. This information may be used by Kiwi 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. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Kiwi or by calling Kiwi at 1.877.208.7636. Kiwi reserves the right to terminate this Agreement pursuant to the provisions of Section 11 of this Agreement in the event Customer rescinds the authorization.

10. Privacy of Customer Information. Kiwi will not release your social security number and/or account number(s) without your affirmative written consent except for Kiwi's own collections and credit reporting, when assigning this Agreement to another service provider, or where such release is required by court order or other legal authority, including PUCO order or rule.

11. Kiwi's Termination Rights. The services provided by Kiwi to Customer are governed by the terms and conditions of this Agreement. As set forth in Section 12 of this Agreement, an electric Customer has 7 calendar days and a natural gas Customer has 7 business days to rescind the Agreement until it becomes binding (collectively, "Rescission Periods"). During these Rescission Periods, Kiwi may elect to not enroll a Customer pursuant to this Agreement. Kiwi shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement. Kiwi will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition. A final bill will be rendered within thirty (30) 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. Residential Customer Rights. Customer will receive a confirmation notice of its choice of supplier. For electric, Customer will have 7 calendar days from the date of such confirmation notice to contact the LDC and rescind its selection ("Electric Rescission Period"). For natural gas service, Customer will have 7 business days from the postmark date on the confirmation notice to contact the LDC to rescind ("Natural Gas Rescission Period"). There is no charge for the residential Customer for starting or stopping electric or gas supply service if done within the terms of this Agreement. The residential Customer may terminate this Agreement, with 48 hours notice without penalty, as a result of relocation within or outside the LDC's franchise area, disability that renders the customer of record unable to pay for the supplier's service,

and/or the customer of record's death. Switching to a competitive supplier is not mandatory and Customer has the option of remaining with the LDC for basic gas or electric service.

13. Agency-Electric. Customer hereby designates Kiwi as agent to; (a) arrange and administer contracts and service agreements between Customer and Kiwi 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 and/or natural gas to the Customer's end-use premises. Kiwi as agent for the Customer will schedule the delivery of adequate supplies of electricity and/or 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 electricity will be a point at the PJM Kiwi load bus. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Agency-Gas. Customer hereby designates Kiwi as agent to; (a) arrange and administer contracts and service agreements between Customer and Kiwi and between the interstate pipeline transporters of Customer's 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 to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Kiwi 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. Kiwi 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.

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

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

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

17. Liability. The remedy in any claim or suit by Customer against Kiwi will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). In no event will either Kiwi 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.

18. Kiwi Contact Information. Customer may contact Kiwi'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 at: 111 East 14th Street, #105, New York, NY 10003.

19. Dispute Resolution. In the event of a billing dispute or a disagreement involving Kiwi's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Kiwi by telephone or in writing as provided above. When Kiwi receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry with a supervisor, who will review the matter and respond to the customer within five (5) business days. If Your Complaint is not resolved after you have called Kiwi Energy, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay services). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1.877.742.5622 (toll-free), from 8:00 a.m. to 5:00 p.m. weekdays or at www.pickocc.org. 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 final resolution of the complaint. Given the availability of other dispute resolution options, the customer agrees not to initiate any class action law suit against Kiwi and agrees to opt out of any class action law suit filed against Kiwi in which the customer is an eligible member of such class.

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 Ohio. This Agreement shall be construed under and shall be governed by the laws of the State of Ohio without regard to the application of its conflicts of law principles.

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

22. Environmental Disclosure Label. You may access Kiwi Energy's Environmental Disclosure Labels by visiting www.kiwienergy.us and selecting the state of Ohio.

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

24. 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. The Illuminating Company: 1-888-544-4877; Ohio Edison: 1-888-544-4877; Toledo Edison: 1-888-544-4877; Dominion Energy: 1-877-542-2630; Duke Energy: 1-800-634-4300, 1-800-543-5599; AEP: 1-800-672-2231.



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



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

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 041518

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:

**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 NEW² 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 2019****Carbon Offset Content Label****Cikel Brazilian Amazon REDD APD
Project Avoiding Planned Deforestation**

The CIKEL Project prevents CO₂ emissions by avoiding planned deforestation in part of the Rio Capim Complex, located in Paragominas in Para' State, Brazil, a region with the highest rate of deforestation in Brazil.

As the first REDD project within the VCS (Verified Carbon Standard) framework in the Amazon, the CIKEL Project helps reduce 9.4 million tonnes of CO₂ emissions that would have been emitted into the atmosphere over the next 10 years.

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

CIKEL opted to protect the environment, conserving the area and practicing FSC certified sustainable forest management. CIKEL manages a total of approx. 200,000 hectares where a total of 120 million tonnes of CO₂ is stored.

The CIKEL PROJECT:

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

PROJECT INFORMATION

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

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

For specific information about this product, please contact:

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

OH CRES: 16-1156E(1) | OH CRNG: 16-563G(1)

**Climate**
CERTIFIED

Green-e Climate is an independent certification program for greenhouse gas emission reductions (offsets) sold on the voluntary market. It provides a way to identify products that meet the program's high environmental and consumer protection standards. For more information on Green-e Climate certification requirements, or to find certified products, see www.green-e.org.



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 5% Ecogold Rewards or 3% 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 5% Ecogold Rewards issued once you accumulate \$25 and \$50 thereafter, 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 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>.

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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 supply 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

P 877 208 7636 F 888 812 2284

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

OH CRES: 16-1156E(1) | OH CRNG: 16-563G(1)

ecogold.us

E info@kiwienergy.us

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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



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:

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