



**VERDE ENERGY USA NEW YORK, LLC
 MASS MARKET (RESIDENTIAL AND SMALL COMMERCIAL) CUSTOMER
 ELECTRICITY DISCLOSURE STATEMENT**

Price Plan	Renewably-Sourced, Fixed-Rate Plan
	100.0 % of the energy provided under this agreement shall be derived from renewable resources as specified in this agreement. See Section 1.
Rate	7.49¢ per kWh - New York Green 12
Monthly Administrative Fee	\$0.00
Term of Agreement	12 Months
Customer Rescind Process	Residential customers or customers solicited via door-to-door sales may rescind this Agreement by calling 1-800-388-3862 within three (3) business days of receipt of these Terms of Service without penalty.
Termination Procedures	You may cancel this Agreement at any other time by calling Verde Energy, but you will be required to pay the early termination fee described below. You may also cancel this Agreement without being assessed an early termination or cancellation fee if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. Verde Energy may terminate this Agreement at any time with at least fifteen (15) calendar days' notice to you after complying with applicable regulations.
Early Termination Fee	There will be an Early Termination Fee (ETF) of \$0.00 if you cancel prior to the end of your Term. The ETF shall be applied per meter for commercial customers not solicited via door-to-door sales. For all residential customers and customers solicited via door-to-door sales, the ETF will be no greater than \$100 if the remaining term is less than 12 months and \$200 if the remaining term is 12 months or more.
Late Payments	Late fees are calculated and billed by the Local Distribution Utility at a rate of 1.5% per month on overdue balances.
Agreement Renewal	If you have a fixed term contract approaching the expiration date, you will receive a written notification 30 to 60 days prior to the expiration date. After the Initial Term, unless your affirmative consent is attained, this Agreement will automatically renew on a variable guaranteed savings rate until terminated by either party.
Guaranteed Savings	This Agreement offers no guaranteed savings and your rate may be higher than the utility rate.

**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 Consumers 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 www.dps.ny.gov/resright.html.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. For consumer complaints that cannot be resolved with the company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: www.dps.ny.gov/complaints; Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a - 4:00p); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223.

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

New York Residential and Small Commercial Customer Disclosure Statement and Terms of Service

This is an agreement for electric service between Verde Energy USA New York, LLC (“Verde Energy”, “Company” or “We”) and you (“You” or “Customer”), for the service address or addresses set forth in your Welcome Letter or Electric Service Agreement. Together, this Customer Disclosure Statement (CDS), including the terms of service set forth herein, and your Welcome Letter or Electric Service Agreement (ESA) collectively describe your agreement with respect to your purchase of electric service from Company (Agreement). In the event of any conflict between the terms of the CDS and the terms of the Welcome Letter or Electric Service Agreement, the CDS terms will govern. You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Company is approved by the New York State Public Service Commission to offer and supply electric services in New York. We will supply the energy and set the supply prices and charges that you pay. Your Local Distribution Utility will continue to deliver the electricity to you and respond to leaks and emergencies. The Public Service Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions:

- Local Distribution Utility (LDU) – A gas or electric corporation owning, operating or managing electric or gas facilities for the purpose of distributing gas or electricity to end users.
- Generation Charge – Charge for production of electricity.
- Public Service Commission (PSC) – the New York State Public Service Commission.
- New York Independent System Operator (NYISO) – The independent entity that operates the bulk transmission system in New York.
- Transmission Charge – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

Right of Rescission - Residential customers and customers solicited via door-to-door sales have the right to rescind this Agreement within three (3) business days after receipt of the Customer Disclosure Statement and Terms of Service.

Terms of Service

1. Basic Service Prices.

Your rate plan will be as specified in your CDS.

Renewably-Sourced, Fixed-Rate Plan: You will pay the fixed rate per kWh as specified in your CDS for the length of your Term. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your CDS.

Renewably-Sourced, Variable-Rate Plan: You will pay the variable rate per kWh as specified in your CDS for the length of your Term. THE RENEWABLY-SOURCED, VARIABLE RATE PLAN IS A MONTH-TO-MONTH PLAN BASED ON A VARIABLE RATE METHODOLOGY WHICH SHALL REFLECT, FOR EACH MONTH, THE COST OF ELECTRICITY OBTAINED FROM ALL SOURCES (INCLUDING ENERGY, CAPACITY, SETTLEMENT, ANCILLARIES), RELATED TRANSMISSION IF APPLICABLE, AND OTHER MARKET-RELATED FACTORS, PLUS ALL APPLICABLE TAXES, FEES, CHARGES OR OTHER ASSESSMENTS, AND COMPANY'S COSTS, EXPENSES AND MARGINS. THERE IS NO LIMIT TO THE VARIABLE GENERATION RATE, AND IT MAY BE HIGHER THAN THAT CHARGED BY THE UTILITY. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your CDS.

The minimum required renewable content of this plan will be at least 50% greater than the New York State Renewable Energy Standard for each year of the term. The renewable content of this plan will not exceed 100%. Company will satisfy the minimum requirements of this plan by purchasing Renewable Energy Credits (“RECs”), other qualifying renewable attributes, or making Alternative Compliance Payments (“ACPs”) to match a specified percentage of your energy usage. Any RECs, renewable attributes, or electricity supporting the minimum renewable content of this plan will be sourced from renewable resources, including solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity, or other qualifying renewable resources as may be recognized by a governmental authority having jurisdiction over this agreement or the services to be provided hereunder.

The rate you pay Company will include the Generation Charge and Transmission Charge and include the renewable content of your plan. Your price does not include applicable New York sales tax, use tax, local tax or gross receipt taxes imposed by New York State Tax Law. You are responsible for any and all taxes (whether passed through to you on LDU's bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and LDU charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide Company with the necessary certificates and other documentation to qualify for such status.

2. Billing. Company's services are only a portion of your total monthly bill for the delivery of electricity. Your LDU will continue to issue a monthly bill and the bill will include both your Transmission Charge and your Generation Charge, and any other charges incurred in accordance with this Agreement. Your LDU may provide Company your customer billing and payment information as part of the billing process. Bills will continue to be based on actual or estimated meter readings. Unless otherwise provided herein,

your payment terms and late payment penalties will be governed by the terms of the LDU's tariff. Company does not pay or arrange for the payment of any outstanding debts owed by you to the LDU or a previous Energy Service Company ("ESCO").

3. Length of Agreement (Term) (No Guarantee of Switch Period). The Term of this Agreement is shown on your CDS. With the exception of a new meter installation or special meter reading date, you will buy your electric service for the service addresses set forth in your Welcome Letter or Electric Service Agreement from Company on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. Customer acknowledges that Company cannot guarantee a switch of Customer's account by a specific date and hereby holds harmless Company from any liability for, or arising out of, delays in this process.

4. Penalties, Fees and Exceptions.

Mass Market (residential and small commercial) customers and customers solicited via Door-to-Door Sales as defined in the New York State Uniform Business Practices: If you cancel or terminate this Agreement prior to the end of the Term, you will pay an early termination fee of no more than \$100 if your agreement has a term of less than 12 months remaining and no more than \$200 if your agreement has a term of more than 12 months remaining, if applicable to your plan, unless such early termination fee is waived or otherwise modified in writing by Company. The amount of your early termination fee, if applicable, is disclosed in your CDS.

Commercial Customers not solicited via Door-to-Door Sales: You will pay an early termination fee, if applicable to your plan, if you cancel or terminate this Agreement prior to the end of the Term, unless such early termination fee is waived or otherwise modified in writing by Company. The amount of your early termination fee, if applicable to your plan, is disclosed in your CDS.

Notwithstanding the foregoing, you may cancel this Agreement without being assessed an early termination or cancellation fee if you move to another location outside of your LDU's service territory and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you. Any early termination fee may automatically be applied to your credit card or bank account depending on the automatic payment arrangements made during enrollment.

If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. Company may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

You will be assessed a fee of \$30.00 for payments returned for insufficient funds or credit card transaction not processed due to insufficient funds or credit availability by any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card.

5. Cancellation Provisions. You may cancel this Agreement without any penalty any time before midnight of the third business day after the date of your enrollment. Upon cancellation of the Agreement, Company will provide a cancellation number. After such third business day, you may cancel this Agreement at any time by calling Company at 1-800-388-3862, but you will be required to pay the early termination fee described in Section 4 above if applicable. You may also cancel this Agreement without penalty if you move to another location outside of your LDU's service territory and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date Company notifies your LDU. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. If for any reason Company is no longer able to economically continue this Agreement, Company may terminate this Agreement at any time with at least fifteen (15) calendar days' notice to you after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of Company if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Company is or becomes untrue. Upon early termination of this Agreement by Company, your available remedies will be limited as provided in Sections 9, 10 and 11 of this Agreement. If this Agreement is canceled, expires, or is otherwise terminated, you will receive uninterrupted service from the LDU until you designate another provider of electric generation service or service is shut off by the LDU. Only the LDU may shut off your electric service.

6. Agreement Expiration/Renewal/Change in Terms. If you have a fixed term Agreement approaching the expiration date, or whenever we propose to change the terms of service, you will receive a written notification that precedes either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. If you do not respond to a notice of expiration, your service with Company will automatically renew on a month-to-month basis at a variable guaranteed savings rate until (i) you provide affirmative consent for another offer from Company, (ii) you enroll with another ESCO, or (iii) either you or Company return your account to the Utility's default supply service. The initial term of a fixed term agreement will expire on the meter read date in the last month of the initial Term.

If your Agreement renews at the end of the Term, you may terminate the contract without penalty if you object within three (3) business days after receipt of the first billing statement with renewed terms. If there is a change in law or regulation that renders this product non-compliant with applicable rules and laws, Company reserves the right to cancel this Agreement in accordance with Section 5 or obtain your affirmative consent to amend this Agreement with 30 days' notice to ensure compliance.

7. Information Release and Authorization, Credit Review. By accepting the Agreement, you authorize Company to obtain information from the LDU through the Term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electric usage, rate classification, meter readings, characteristics of electric service, and billing and payment information. You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to Company obtaining a credit report and investigating your (and, if applicable, signatory's) credit rating, credit history and Utility bill payment status and history. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements. You further authorize Company to release that information to third parties who need to use or be aware of such information in connection with your electric service under the Agreement, as well as to Company's affiliates and business partners for marketing purposes. You further authorize Company, its affiliates, and its third party vendors, including marketing vendors, to communicate with you at the contact information included in your enrollment or contact information received at any time during the relationship of the parties, for future communications, including but not limited to communications through telephone call, voicemail, text message, pre-recorded message and electronic mail. By signing (including by voice or electronic affirmation or adoption) or otherwise accepting the Agreement and providing your phone number, you authorize Company to cause the transmission of text messages to the phone number you provide using an autodialer. Consent is not a condition of purchase. Message and data rates may apply. Text STOP to withdraw consent. Text HELP for help. These authorizations shall remain in effect as long as the Agreement (including any renewal) is in effect and for six years thereafter consistent with the statute of limitations for contractual disputes and may be used by Company 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 Company in association with its business as a retail energy provider. You may rescind these authorizations at any time by either calling Company at 1-800-388-3862 or providing written notice to Company at 12140 Wickchester Lane, Suite 100, Houston, TX 77079. Company reserves the right to reject your enrollment or terminate the Agreement if you fail to meet minimum or maximum threshold electric consumption levels as determined by Company.

8. Dispute Procedures. The services provided by Company to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. In the event of a billing dispute or a disagreement involving Company's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Company by telephone or in writing as provided above. For consumer complaints that cannot be resolved with Company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: www.dps.ny.gov/complaints; Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a - 4:00p); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223. 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.

9. Warranties. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. COMPANY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss. 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.

11. MANDATORY ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.

(a) **Scope of the Arbitration Agreement.** Any legal dispute between the parties concerning or arising out of your enrollment, purchase, these Terms of Service, or the relationship among the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.

(b) **Informal Dispute Resolution.** Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Company at 12140 Wickchester Lane, Suite 100, Houston, TX 77079 or (2) to you at the postal address on file with us. Both you and Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

(c) **Right to Opt Out of this Arbitration Agreement.** **YOU MAY OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN THE FIRST 30 DAYS AFTER THE EARLIEST OF THE FIRST TIME YOU (A) ENROLL AND BEGIN PURCHASING SERVICES FROM COMPANY; OR (B) SIGN UP FOR ANY FURTHER PROGRAM OR SERVICE PROVIDED BY COMPANY. YOU MAY ALSO OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN 30 DAYS AFTER WE NOTIFY YOU REGARDING A MATERIAL CHANGE TO THIS ARBITRATION AGREEMENT.** You may opt out by sending an email through Company's website at verdeenergy.com or by sending a letter to 12140 Wickchester Lane, Suite 100, Houston, TX 77079. You should include your printed name, mailing address, and the words "Reject Arbitration."

(d) **How Arbitration Works.** Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. Arbitration shall take place in the county of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys' fees and costs against you. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

(e) **Waiver of Right to Bring Class Action & Representative Claims.** All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

(f) **Governing Law.** This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the Claim, the law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."

12. Force Majeure: If Company is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of Company that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, RTOs, aggregators, pipeline operators, other suppliers, qualified scheduling entities, LDUs, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

13. Miscellaneous.

(a) **Customer Protections for Residential Customers.** The services provided by Company to Customer are governed by the terms and conditions of this document and the New York Public Service Commission rules and regulations (Orders) including the Uniform Business Practices Act ("UBP") and other applicable requirements including the New York State Home Energy Fair Practices Act ("HEFPA" for residential customers.). In the event of non-payment of any charges owed to Company, you may be subject to termination of electricity service and the suspension of distribution service under procedures approved by the PSC. You

may obtain additional information by contacting Company at 1-800-388-3862 or the PSC by the means provided at the bottom of these Terms of Service.

(b) Energy delivery shall continue to be provided by your LDU. Your electric service will be provided in accordance with your existing connection requirements unless you request a change by the LDU and pay for the cost of that change. You may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric power under this Agreement will be measured at the delivery point by the LDU providing the delivery service in accordance with the terms of the applicable tariff for electric generation service. Company and you will be bound by the measurement from the meters owned, installed, maintained and read by the LDU.

(c) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.

(d) A wet, electronic, or faxed signature on an Electric Service Agreement, or a voice recorded verification of authorization, is an agreement to initiate service and begin enrollment with Company. These Terms of Service, along with your Welcome Letter or Electric Service Agreement, constitute the entire agreement between you and Company relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Company concerning the subject matter of the Agreement.

(e) You may not assign this Agreement or your obligations under this Agreement without Company's prior written consent. Upon providing at least thirty (30) calendar days' notice to you and the LDU, Company may assign this Agreement, together with all rights and obligations hereunder, to (i) Company's electricity supplier, or such supplier's designee, (ii) an affiliate of Company or to any other person succeeding to all or substantially all of Company's assets, (iii) in connection with any financing or other financial arrangement, or (iv) to another Energy Services Company.

(f) Any failure by Company to enforce any term or condition of your electric generation service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

(g) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

(h) The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.

(i) The parties may execute the Agreement in counterparts, each of which is deemed an original and all of which constitute the same instrument.

14. Contact Information. In the event of an after-hours emergency, you can contact Company to hear a recorded message containing the emergency contact numbers for your LDU.

Energy Services Company:

Verde Energy USA New York, LLC
12140 Wickchester Lane, Suite 100
Houston, TX 77079
1-800-388-3862
www.verdeenergy.com
Hours of Operation: Monday through Friday (except holidays), 8:00 a.m. to 6:00 p.m. Eastern Standard Time

Local Distribution Utility &
Provider of Last Resort:

Consolidated Edison of New York (Con Ed)
Cooper Station
P.O. Box 138
New York, NY 10276-0138
1-800-752-6633
www.coned.com
1-800-752-6633

In the case of an outage, call:

New York State Electric and Gas Corporation (NYSEG)
89 East Avenue
Rochester, NY 14649
1-800-572-1111
www.nyseg.com
1-800-572-11211

In the case of an outage, call:

National Grid (Niagara Mohawk)

Customer Service Center
300 Erie Boulevard West
Syracuse, NY 13202-4250
1-800-642-4272
www.nationalgridus.com
1-800-867-5222

In the case of an outage, call:

Central Hudson Gas & Electric Corp. (CenHud)

284 South Avenue
Poughkeepsie, NY 12601
1-845-452-2700
www.cenhud.com
1-800-527-2714

In the case of an outage, call:

Rochester Gas & Electric Corporation

390 W. Route 59
Spring Valley, NY 10977
Self Service: 1-800-743-2110
www.rge.com
1-800-743-1701

In the case of an outage, call:

Public Service Commission:

New York State Public Service Commission
Office of Consumer Services
NYS Department of Public Service
3 Empire State Plaza
Albany, NY 12223
1-800-342-3377
www.dps.ny.gov

Competitive Energy Hotline:

1-888-697-7728

15. Written Notice. Written notice includes, but is not limited to, notice by electronic mail to a valid e-mail address provided by you. By entering into this Agreement, you authorize us to send written notices to you through electronic mail as permitted by rule and law. The decision to send written notices to you via electronic mail is at our sole discretion. If the e-mail address you provide to us at enrollment becomes invalid, you agree to timely provide us with an updated, valid e-mail address to which we will send written notices. You are solely responsible for providing us with a valid e-mail address.