



POWER with Purpose

New York Electricity Sales Agreement

Viridian's current rate: _____ per kwh

Note: The information on this form must match your utility bill EXACTLY and must include a VALID CUSTOMER PHONE NUMBER for authorization, or the form cannot be processed.

Enrolling For (please check one)

EVERYDAY GREEN
20% RENEWABLE ENERGY

PURE GREEN
100% RENEWABLE ENERGY



Name (as it appears on your utility bill)

First Name:

Last Name:

Business (if applicable):

Service Address (as it appears on your utility bill)

Street:

City:

State:

Zip:

Home Phone:

Cell Phone:

Email:

I do not have an email address.

Account Information from Your Utility Bill

(Please enter your account number)

Central Hudson Account Number: (First 10 Digits)

Con Edison Account Number: (15 Digits)

Orange & Rockland Account Number: (10 Digits)

National Grid Account Number: (10 Digits)

NYSEG PoD ID: (15 Digits)

Rochester PoD ID: (15 Digits)

Rate Class (Check One) : Residential Small Commercial Other

The undersigned represents that he/she is authorized to enter into and execute this Sales Agreement; is or is authorized to represent the customer of record; and has reviewed the ESCO Consumers Bill of Rights that has been provided by Viridian.

By signing below, the undersigned agrees and accepts to initiate electricity supply service and begin enrollment with Viridian in accordance with the Terms and Conditions that are part of this Sales Agreement.

Signature

Print Name

Date

Upon signing, please return a copy of this agreement to Viridian by fax at 203-413-4434 or by mail to 64 N. Main Street, Norwalk, CT 06854, or by email to sales@viridian.com.

Associate ID Number:

Associate Name:

RESIDENTIAL ELECTRICITY SALES AGREEMENT

CUSTOMER DISCLOSURE STATEMENT

Variable Price	The Customer will pay a <u>variable rate</u> for electric supply service that will fluctuate each month based on our evaluation of market conditions, including the cost of electricity, capacity, and ancillary fees.
Term	Viridian Energy NY, LLC ("Viridian" or the "Company") will begin furnishing your electricity supply service on a date set by the Local Distribution Utility ("LDU"). This Agreement will continue in force on a month-to-month basis until this Agreement is cancelled by either the Customer or Viridian in accordance with the terms of this Agreement.
Process customer may use to rescind the agreement without penalty	Customer may rescind this Agreement, without fees or penalties of any kind, within three (3) business days after receiving this Agreement. You may rescind either by calling Viridian at 1-866-663-2508, or emailing customer@viridian.com . Please provide your name, address, phone number, account number, and a statement that you are rescinding this Agreement under the term of the three-day right of rescission.
No Early Termination Fee	There is no fee for cancelling this Agreement.
Late payment fee and calculation	Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with the LDU's billing policies and procedures.
Renewal	This Agreement will automatically renew on a month-to-month basis until it is cancelled by either the Customer or Viridian in accordance with the terms of this Agreement.
No Guaranteed Savings	This Agreement offers no guaranteed savings.

Agreement to Sell and Purchase Energy. Viridian agrees to sell electricity supply service to you for the price and upon the terms and conditions set forth in this Agreement. You agree to receive and pay for electricity supply services from Viridian in accordance with this Agreement. You understand that the prices charged by Viridian for electricity supply services are the commodity prices for electricity, do not include all applicable taxes or utility charges, and are not regulated by the New York State Department of Public Service ("DPS"). The DPS regulates the distribution services and charges provided by your LDU.

NEW YORK TERMS & CONDITIONS

Term: Viridian will begin supplying your electricity service on a date set by the Local Distribution Utility (LDU). This Agreement will continue in force on a month-to-month basis until this Agreement is cancelled by either party in accordance with the terms of this Agreement. The effective date of Viridian's termination of this Agreement shall be on the LDU's next applicable meter read date.

Price: Customers enrolled in Viridian's Everyday Green plan will pay a fixed price for the first month of electric supply service. The price for the first month is contained in the New York Customer Enrollment Form and is incorporated by reference and made a part of this Agreement. After the first month, Everyday Green Customers will pay a variable rate for electricity supply services which will fluctuate on a month-to-month basis. Pure Green customers will pay a variable rate for the entirety of the term. Customer acknowledges and understands that variable charges are set by Viridian and will fluctuate with month-to-month wholesale market conditions applicable to the LDC's service territory. Please visit www.viridian.com for more information regarding current electricity supply prices and updates.

Termination by Customer: The Customer may cancel this Agreement at any time by calling Viridian at 1-866-663-2508, providing written notice by emailing customer@viridian.com or calling their LDU. If you request cancellation by notifying Viridian, we will process your request within two business days of receipt. Cancellation will become effective upon the processing of your cancellation request by the LDU which, by default, will be your new electric supplier unless you select another supplier. You shall be obligated to pay for the electricity and related services provided pursuant to this Agreement, prior to the date that such cancellation becomes effective, including applicable late fees. Should you terminate this Agreement, you will be returned to full utility service provided by your LDU unless you choose another electric supplier.

Termination or Amendment by Viridian: Viridian may terminate this Agreement and discontinue service upon fifteen (15) calendar days notice. Additionally, upon fifteen (15) business days written notice, Viridian may propose to amend this Agreement as a result of any regulatory, tariff or procedural change that may affect our ability to serve you under this Agreement. You will have fifteen (15) business days to accept or decline any proposed amendment hereunder. The effective date of termination under this provision will occur on the next applicable meter read date, and

This Agreement authorizes Viridian to change your electric supplier in the territory of your LDU. Viridian will supply the electricity to the LDU based on how much you consume. LDU will then distribute (deliver) the electricity to your service location. Your LDU will continue to deliver electricity to your home, read your electric meter, issue electric bills, and make electric system repairs. LDU will also respond to emergencies and provide other traditional utility services.

upon termination with Viridian, you will be returned to the LDU's sales service and all unpaid balances will immediately become due.

Right of Rescission: You have the right to cancel this Agreement, without fees or penalties of any kind, within three (3) business days of receiving this Agreement. You may rescind either by calling Viridian at 1-866-663-2508, or emailing customer@viridian.com. Please provide your name, address, phone number, account number, and a statement that you are rescinding this Agreement under the terms of the three (3) business day right of rescission.

Billing & Payment: You will receive a single consolidated bill from the LDU that includes the LDU's charges and Viridian's charges. The LDU will set your payment due date and payment address. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with the LDU billing Policies and Procedures. Viridian reserves the right to make adjustments at any time.

Consumer Protections: The services provided by Viridian to the Customer are governed by the Terms and Conditions of this Agreement. This Agreement is governed by the Home Energy Fair Practices Act ("HEFPA"). Viridian will provide at least fifteen (15) calendar days notice prior to the cancellation of service to the Customer. Any payments made on a consolidated bill will be allocated in accordance with procedures adopted by the New York Public Service Commission ("NYPSC") and the LDU. The Customer may obtain additional information by contacting Viridian 1-866-663-2508 or the New York State Department of Public Service ("DPS") at 1-888-697-7728, 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 www.dps.state.ny.us. The Customer may review the New York's ESCO Consumer Bill of Rights found on this enrollment form.

Dispute Resolution: In the event of a dispute or a disagreement under this Agreement, the parties will use their best efforts to resolve the dispute. You may contact Viridian at 1-866-663-2508, or by mail at 64 North Main Street, Norwalk, CT 06854 with any inquiries or complaints regarding your bill or Viridian's services. If you are not fully satisfied after discussing your complaint with Viridian, you may contact the DPS directly by calling 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.state.ny.us>. The

Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

Emergency: In the event of an emergency, such as a power failure or a downed power line, you should call your LDU at the number listed below: Central Hudson Gas and Electric: 1-800-527-2714; Consolidated Edison of New York: 1-800-752-6633; National Grid / Niagara Mohawk: 1-800-892-2345; New York State Electric and Gas ("NYSEG"): 1-800-572-1131; Orange and Rockland: 1-877-434-4100; or Rochester Gas and Electric: 1-800-743-1701.

Limitations on Warranty & Damages: You understand and agree that there are no warranties, either express or implied, associated with the electricity service or commodity provided by Viridian. Viridian will bear no liability to you or any third party for consequential, punitive, incidental, special or other indirect damages.

Force Majeure: Viridian will not be responsible for supplying electricity to you in the event of circumstances beyond its control such as events of Force Majeure as defined by the LDU or any transmitting or transportation entity, including acts of terrorism, sabotage, or acts of God. If there is a change in any law, rule, or pricing structure, including but not limited to the Locational Installed Capacity Requirement, which results in Viridian being prevented, prohibited, or frustrated from carrying out the Terms of this Agreement, Viridian reserves the right to cancel this Agreement in accordance with its Terms.

Assignment: Viridian reserves the right to sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof in connection with any financial agreement. Customer authorizes Viridian to assign this Agreement to another energy supplier, ESCO or other entity as authorized by the NYPSC. Viridian will provide you with a written notice no later than thirty (30) days prior to the assignment or transfer date. Such notice will be considered to have been made if mailed to the appropriate party. **Information Release Authorization:** By entering into this Agreement, you authorize Viridian to obtain your information from the LDU concerning your account that includes, but is not limited to: billing history, payment history, account number, historical and future electricity usage, meter readings and characteristics of your electricity service. You may rescind this authorization at anytime by contacting Viridian. The Company will not release your confidential information without your express consent, except as required by legal authority.

Assignment: Viridian reserves the right to sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof in connection with any financial agreement. The Customer authorizes Viridian to assign this Agreement to another energy supplier, ESCO or other entity as authorized by the NYPSC. Viridian will provide you with a written notice no later than thirty (30) calendar days prior to the assignment or transfer date. Such notice will be considered to have been made when mailed to the Customer.

Miscellaneous: The Customer will promptly notify Viridian if there are any anticipated drastic changes in your energy consumption. For purposes of accounting, both parties accept the quantity, quality and measurements determined by the LDU. Except as provided by law, you will pay all taxes due and payable with respect to customer obligations under this Agreement. This form and the Enrollment Form or Welcome Letter reflect your entire agreement with Viridian and supersede any oral or written statements made in connection with this Agreement or your electricity supply. Any changes to this Agreement must be made in writing. This Agreement is subject to any future legislation, orders, rules, regulations, or LDU tariff or policy changes. Venue for any lawsuit brought to enforce any term or condition of this Agreement 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. There may be a delay before the LDU switches your electricity supply to Viridian; Viridian is not responsible for any such delays. The Customer acknowledges that Viridian provided the Customer with New York's ESCO Consumer Bill of Rights prior to entering into this Agreement.

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

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.