991 US Highway 22 West Suite 200, Bridgewater, NJ 08807
(866) 223-9166 | support@powerupenergyus.com | powerupenergyus.com

NY MASS MARKET & COMMERCIAL RENEWABLE ENERGY SUPPLY AGREEMENT

Customer Disclosure Statement

Product	Variable Price Renewable Electric Energy Product.
How price is determined	Percentage of Renewable Energy: **100%** of total usage. Renewable Energy Variable Price **$_____** per kWh. Electric Variable Price shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Power Up Energy's costs, expenses and margins. Price is described in Section 3 – Terms and Conditions.
Length of the agreement and end date	The Initial Term of this Agreement will be for 1 month(s) beginning on the first available date that your Account is successfully enrolled by your LDC. For more details, see Section 2 – Terms and Conditions.
Process customer may use to rescind the agreement without penalty.	A residential customer may rescind by calling 866-223-9166 within three (3) business days of receipt of the sales agreement.
Amount of Early Termination Fee ("ETF") and method of calculation	No early termination fee for variable rate service.
Amount of Late Payment Fee and method of calculation	1.5% per month on overdue balances.
Provisions for Renewal of Agreement	After Initial Term, unless otherwise agreed to, renews on a month-to-month basis at a variable renewable product rate until terminated by either party. If there is a material change at any time, including rate or product type, Power Up must receive customer's express consent to accept a renewal offer. If express consent is not received, customer will be returned to utility service. See Section 2 – Terms and Conditions.
Guaranteed Savings	This agreement offers no guaranteed savings.
Renewable Energy Product	Renewable Energy. 100% of the energy provided under this agreement shall be derived from renewable resources as specified in this agreement. See Section 4 – Terms and Conditions.
Compensation Disclosure	No compensation was paid in association with this enrollment.

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Terms and Conditions

1. Agreement to Sell and Purchase Energy. This is an agreement between Power Up Energy, LLC ("Power Up Energy"), an independent energy services company (ESCO), and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with Power Up Energy (the "Agreement"). Subject to the terms and conditions of this Agreement, Power Up Energy agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of renewable electricity, as estimated by Power Up Energy, necessary to meet Customer's requirements based upon consumption data obtained by Power Up Energy or the delivery schedule of the Local Distribution Utility Company ("LDC"). Power Up Energy is not affiliated with and does not represent the LDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Power Up Energy or the LDC's delivery schedule. The LDC will continue to deliver the electricity supplied by Power Up Energy.

2. Term. The term is as set forth on the Customer Disclosure Statement. For Renewable Energy Product, this Agreement shall commence as of the date of the Customer's notice regarding the change of Customer's provider to Power Up Energy is deemed effective by the LDC, and shall continue for 30 days thereafter (the "Initial Term"). For renewal of this Agreement, Power Up Energy shall provide written notification of renewal terms, not less than 30 days nor more than 60 days prior to the renewal date. Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate with no change to the remaining terms (the "Renewal Term"). Power Up Energy must receive Customer's express consent to accept a renewal offer that contains a material change to the terms and conditions of the Agreement, including a change in rate or product type. If the renewal includes a material change and express consent is not received, the Customer will be returned to utility service. Customer shall have 3 business days from the receipt of the first billing statement to reject renewal terms and cancel the renewal agreements without termination fees.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all renewable electricity services provided under this Agreement are as set forth in the Customer Disclosure Statement. For all variable rate products, there is no Early Termination Fee ("ETF"). If there is a material adverse change in the business or financial condition of Customer (as determined by Power Up Energy at its discretion) 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, Power Up Energy may terminate this Agreement upon 15 days' written notice to Customer.

Customer may receive a single bill for both commodity and delivery costs from either Power Up Energy or the LDC, or each of the LDC and Power Up Energy may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). Power Up Energy may assign and sell Customer accounts receivable to the LDC. In the event of failure to remit payment when due by a residential customer, Power Up Energy may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). Failure by a commercial customer to make full payment of Power Up Energy charges due on any consolidated bill prepared by the LDC for Power Up Energy will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non- residential customers, 16 NYCRR Section 13.3. Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys' fees, and reasonable collection agency fees. A $30 fee will be charged for all returned payments.

4. 100% Renewable Energy Program. Your electricity usage is matched by the generation of energy from renewable resources by retiring renewable energy certificates (RECs). RECs represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. RECs will be purchased and retired to satisfy the percentage of renewable generation guaranteed by this agreement. The renewable mix provided under this agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year. In order to satisfy the terms of this contract, RECs must be purchased from eligible renewable generators through NYGATS; by purchasing Tier 1 RECs from NYSERDA; by procuring RECs from eligible renewable generators through bilateral contracts; by entering into bundled energy and REC purchase agreements with eligible renewable generators.

5. Assignment. Customer may not assign its interest in and delegate its obligations under this Agreement without the express written consent of Power Up Energy. Power Up Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in

connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS with 30 days' written notice to Customer.

6. Information Release Authorization. Customer authorizes Power Up Energy to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information for the LDC: consumption history; billing determinants; account number; credit information; public assistance status; participation in utility low income discount programs; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by Power Up Energy to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Power Up Energy. 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 Power Up Energy or by calling Power Up Energy at 866-223-9166. Power Up Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

7. Consumer Protections. The services provided by Power Up Energy to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and other applicable requirements including the NYS Home Energy Fair Practices Act (HEFPA (for residential customers). Power Up Energy will provide at least 15 days' notice prior to the cancellation of service to Customer, in the event of non-payment of any charges owed to Power Up Energy, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting Power Up Energy at 866-223-9166 or the DPS at 1-800-342-3377 (General Helpline), or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, NY 12223, or through its website at: http://www.dps.ny.gov. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728.

8. Cancellation / Rescission. A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting Power Up Energy at 866-223-9166 or in writing. Customer is liable for all Power Up Energy charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading, or if access to the meter is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

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

10. Title. Customer and Power Up Energy agree that title to, control of, and risk of loss to the supply by Power Up Energy under this Agreement will transfer from Power Up Energy to Customer at the Delivery Point(s). Power Up Energy will indemnify and hold harmless Customer from all taxes, royalties, fees, and other charges incurred before title passes with respect to the electricity provided hereunder.

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

12. Force Majeure. Power Up Energy will make commercially reasonable efforts to provide electricity hereunder, but Power Up Energy does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Power Up Energy ("Force Majeure Events") may result in interruptions in service. In the event Power Up Energy is rendered unable, wholly or in part to perform its obligations under this agreement, Power Up Energy will not be liable for any such interruptions caused by a Force Majeure Event, and Power Up Energy is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, , accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non- performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Power Up Energy's control.

13. Liability. The remedy in any claim or suit by Customer against Power Up Energy will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All

other remedies at law or in equity are hereby waived. In no event will either Power Up Energy or Customer be liable for consequential, incidental, indirect, special, or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

14. Power Up Energy Contact Information. Customer may contact Power Up Energy's Customer Service Center at 866-223-9166, Monday through Friday 9:00 a.m. to 5:00pm ET (contact center hours are subject to change). Customer may write to Power Up Energy, LLC at 991 US Highway 22 West Suite 200, Bridgewater, NJ 08807, or email support@powerupenergyus.com.

15. Dispute Resolution. The services provided by Power Up Energy 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 Power Up Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Power Up Energy by telephone or in writing as provided above. 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

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.

16. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms shall lie exclusively in the State of New York. This Agreement shall be constructed under and shall be governed by the laws of the State of New York without regard to the application of its conflict of law principles.

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

18. 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, acts of any governmental authority, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Power Up Energy shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

19. Emergency Service. The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC at Con Edison 1-800-752-6633, RG&E 1-800-743-1701; NYSEG at 1-800-572-1111, and emergency personnel. Customers should then call Power Up Energy at 866-223-9166.

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

21. Signatory Affirmation. Signatory affirms that he or she is authorized to make decisions regarding the account and voluntarily authorizes Supplier to make the enrollment. Customer agrees to accept all notifications by email to the email address provided at time of enrollment, or subsequently provided to Power Up Energy.

22. Agreement. Customer and Power Up Energy have caused this Agreement to be executed as of the date noted on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed the terms herein. In the event of telephonic or electronic enrollment, execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

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/consumer-guide-your-rights-residential-gas-electric-or-steam-customerunder-hefpa.

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.ny.gov/complaints.

You can find more information about your energy alternatives at: http://documents.dps.ny.gov/PTC. Questions about the Department or your utility service can be emailed to web.questions@dps.ny.gov.