

**Clearview Energy – New York Sales Agreement and Terms of Service
For Residential and Small Commercial Customers**

Product Information Chart

Electric Product Name:	ClearGreenGuarantee12
Product Description:	Fixed Kilowatt Rate Product
Energy Type:	Renewable Energy Product
Agreement Term:	12 month fixed rate term
Daily Base Charge:	None
Early Termination Fee:	\$50.00

This Agreement is for electric supply service between Clearview Electric, Inc. dba Clearview Energy ("Clearview Energy") and Customer. Customer and plan information can be found in the Product Information Chart. The Plan Information Chart is hereby made an integral part of this Agreement. Clearview Energy is certified as an Energy Service Company by the New York State Public Service Commission ("PSC"). Clearview Energy establishes your electric supply rate. The PSC regulates the distribution rates of your Distribution Utility ("Utility"). The Federal Energy Regulatory Commission regulates transmission prices and services.

PLEASE READ THIS DOCUMENT CAREFULLY. This Agreement is the entire contract between the parties and supersedes any prior written or oral representations.

1. Right of Rescission

Customer may rescind this Agreement within three (3) business days after receipt by contacting Clearview Energy. This Agreement is not legally binding until the rescission period has expired and you have not, directly or indirectly, rescinded your selection. The Customer is liable for all Clearview Energy charges until the Customer returns to the Utility or another supplier.

2. Price of Electricity

The price in cents per kilowatt includes: electric generation supply, transmission, capacity charges and renewable energy credits in the Independent System Operator's (or equivalent's) market; any applicable state and/or local taxes; and a margin adder. The price of electricity may include a Daily Base Charge as outlined in the Product Information Box. Clearview Energy's supply charges do not include any Utility charges applied to the Customer. The price may be higher or lower than your utility's price in any particular month.

2a. **Fixed Kilowatt Rate Product** – If Clearview Energy would like to propose a change to a fixed kilowatt rate product, you will be notified by the process described in Change of Terms. Fixed price products may change due to new or modified federal, state or local laws; or regulatory actions that impose new or modified fees.

2b. **Month-to-month Variable Kilowatt Rate Product** – Month-to-month variable kilowatt rate products are subject to change without notice at Clearview Energy's discretion outside of any applicable promotion. If applicable, the Daily Base Charge may also fluctuate outside of any applicable promotion.

All pricing can be viewed at www.ClearviewEnergy.com.

3. Billing and Payment

This Agreement does not contain a prepayment requirement to receive service. You will receive a single bill from your Utility that includes Clearview Energy's electric supply charges as well as the Utility's delivery charges. By the acceptance of this Agreement, you hereby authorize the Utility to provide billing and payment information to Clearview Energy.

The Customer will pay each invoice in full within twenty (20) days of the invoice date or in the timeframe established by the Utility. Customer payments remitted in response to a consolidated bill shall be pro-rated in accordance with procedures adopted by the PSC. If the Customer fails to remit payment when due, Clearview Energy reserves the right to terminate supply services and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act. Failure to remit payment is considered a breach of this Agreement and the Customer may be liable to Clearview Energy for any applicable early termination fee no greater than \$100.00 if the remaining term is less than twelve (12) months and \$200.00 if the remaining term is greater than twelve (12) months.

For any payment sent directly to Clearview Energy, which is returned by your financial institution for any reason, Clearview Energy will charge \$20.00 for each payment transaction that is returned unpaid or not processed including: (1) returned checks, (2) returned electronic fund transfers, and (3) any other form of dishonored payment. This charge will be reflected as NSF Fee on your next bill, if applicable.

4. Energy Products

- 4a. **Renewable Energy Product** – Supports 100% green energy producers in the United States through the purchase of Renewable Energy Certificates equivalent to the power you consume.
- 4b. **Traditional Energy Product** – Traditional energy products sourced by a combination of coal, natural gas, nuclear, hydropower and/or other renewable energy sources. The renewable sources may include wind, solar, geothermal and/or biomass.

5. Terms of Renewal

- 5a. **Fixed Kilowatt Rate Product** – The Agreement Term and Effective date can be found in the Plan Information Chart. Upon expiration of your fixed term, your service will automatically continue under Clearview Energy's variable month-to-month renewal product for which rates may change at Clearview Energy's discretion outside of any applicable promotion. You will receive one (1) renewal notice between thirty (30) and sixty (60) days prior to the renewal date. If you do not respond to the renewal notice, at its discretion, Clearview Energy may renew your account under the terms described in the renewal notice.
- 5b. **Month-to-month Variable Kilowatt Rate Product** – The Agreement Term and Effective date can be found in the Plan Information Chart. This Agreement shall commence for a one (1) month term ("Initial Term") and thereafter rates may change at Clearview Energy's discretion outside of any applicable promotion. This Agreement shall automatically renew for successive one (1) month periods ("Renewal Term").

6. Termination

- 6a. **Fixed Kilowatt Rate Product** – If you terminate this Agreement prior to its expiration, you will be charged an Early Termination Fee. Your service will remain in effect until such time as the Utility completes the termination in accordance with its rules. However, you may terminate this Agreement without penalty as a result of relocation, disability that renders the customer of record unable to pay for Clearview Energy's service, or the customer of record's death.
- 6b. **Month-to-month Variable Kilowatt Rate Product** – This Agreement will remain in effect at Clearview Energy's discretion or until you notify Clearview Energy of your desire to choose a fixed plan, or another provider. Customer may cancel this Agreement at any time by providing thirty (30) days' notice to Clearview Energy at 1.800.746.4702. There is no penalty for cancellation of variable month-to-month products.

Upon termination of this Agreement, a final bill will be rendered within twenty (20) days after the final scheduled meter reading or, if access is unavailable, an estimate of consumption will be used in the final bill which will be true-up subsequent to the final meter reading. Clearview Energy does not physically cut off your electric service, only your Utility may do that. If Clearview Energy cancels this Agreement for any reason other than non-payment you will be mailed one (1) notice fifteen (15) days prior to your service being returned to the Utility's supply service.

7. Change in Terms

Changes to this Agreement will be provided to the customer in one (1) mailing between thirty (30) and sixty (60) days prior to the effective date of the changes. All material changes must receive express consent from the Customer prior to implementation. Other changes may be implemented as described in the mailing

8. Dispute Resolution Process

If you have any questions or disputes regarding Clearview Energy's service, please contact Clearview Energy's customer service department at 1.800.746.4702. If you are not satisfied with the resolution after speaking with a Clearview Energy representative, then you may contact the PSC. For your convenience, the PSC's contact information has been provided at the end of this Agreement. No terms contained herein waive any rights you may have under New York or Federal Consumer Protection laws.

9. Remedies

Any claim under this Agreement must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred, notwithstanding any state statute of limitation to the contrary. No recover may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. If a dispute arises out of or relates to this contract, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within thirty (30) days, then the parties shall submit to binding arbitration. The process shall be confidential based on terms acceptable to the mediator and/or arbitrator.

10. Assignments

Customer may not assign its interests or delegate its obligations under this Agreement without the express written consent of Clearview Energy. Clearview Energy may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or

billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, or other entity as authorized by the PSC.

11. Severability

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

12. Force Majeure

The term "Force Majeure" shall mean any cause not reasonably within the control of the party claiming suspension and which by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, an act of God, natural disaster, an act of war, and any act or cause which is deemed a Force Majeure by the Utility or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party will give immediate written notice, to the maximum extent practical, to the other party and not be held liable.

13. Limitations of Liability

Liabilities not excused by Force Majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, special, exemplary, or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Clearview Energy. There are no third-party beneficiaries to this Agreement.

14. Customer Information and Release Authorization

Throughout this Agreement, you authorize Clearview Energy or its agents to obtain and review information from credit-reporting agencies regarding your credit history and information from the Utility relating to you and your account that includes, but is not limited to: account name and number; billing history; payment history; rate classification; historical and future electricity usage; meter readings; and characteristics of electricity service. Clearview Energy will not provide or sell such information to any other party without your consent unless required to do so by law, or it is necessary to enforce the terms of this Agreement. Clearview Energy reserves the right to reject your enrollment, or terminate this Agreement, in the event you rescind these authorizations.

15. Power Outages and Emergencies

If you have any electrical emergency or power outage, please contact your Utility at the number provided in Contact Information.

16. Contact Information

Clearview Energy's representatives are available Monday through Friday from 9:30 a.m. to 6:30 p.m. EST at 1.800.746.4702. Please email CustomerService@ClearviewEnergy.com to contact Clearview Energy after hours.

Energy Service Company: Clearview Electric, Inc.
dba Clearview Energy
P.O. Box 130659
Dallas, TX 75313-0659
1.800.746.4702
www.ClearviewEnergy.com

Distribution Utility: Consolidated Edison Company
of New York (ConEdison)
P.O. Box 138
New York, NY 10276-0138
1.800.752.6633
www.coned.com

Public Service Commission: New York State Public Service
Commission
3 Empire State Plaza
Albany, NY 12223
1.800.342.3377
ESCO Hotline: 1.888.697.7728
www.dps.ny.gov