



**ENERGY SUPPLY SERVICES AGREEMENT:** This Energy Supply Services Agreement ("Agreement") is entered into by and between New Wave Energy Corporation ("Supplier", "New Wave") and the Customer ("Customer"), listed below, herein, and/or on an attached Addendum A. The Supplier and the Customer agree to the purchase and sale of the energy commodities for the terms and rates as outlined below or within the Voice Authorization employed by Supplier or Supplier's third-party vendor(s). Herein, Supplier and Customer may be individually referred to as "Party" or collectively as "Parties"

New Wave Energy Corp. | Ph. 1-855-998-WAVE | Fax. 1-866-316-9366 | [support@nwaveenergy.com](mailto:support@nwaveenergy.com) | 410 Main St., Buffalo, NY 14202

**Customer Information**

<b>Business Type:</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Non-profit <input type="checkbox"/> LLC <input type="checkbox"/> LP <input type="checkbox"/> General Partnership <input type="checkbox"/> Municipality <input type="checkbox"/> Sole Proprietorship/Residence		<b>Customer Type:</b> <input type="checkbox"/> Commercial <input type="checkbox"/> Residential		<b>Energy Service:</b> <input type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input type="checkbox"/> Both		Agreement Number: Contact Type: Rep: <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Tax Reduced % <i>(Please attach certificate)</i>	
<b>Customer Name or Legal Entity:</b>				<b>FEIN/TIN/SSN:</b>			
<b>Customer Contact Information:</b>		<b>Name:</b>			<b>Title:</b>		
		<b>Phone:</b>		<b>Fax:</b>	<b>E-mail:</b>		
<b>Invoicing Address:</b>		<b>Street:</b>	<b>City:</b>	<b>State:</b>	<b>Zip:</b>		<input type="checkbox"/> Same as Service Address
<b>Service Address:</b>		<b>Street:</b>	<b>City:</b>	<b>State:</b>	<b>Zip:</b>		<input type="checkbox"/> See Addendum A
<b>Utility Name:</b>		<b>Electric Utility:</b>		<b>Account #:</b>		<b>Est. Annual Usage:</b>	
		<input type="checkbox"/> See Addendum A				<b>kWh</b>	
		<b>Natural Gas Utility:</b>		<b>Account #:</b>		<b>Est. Annual Usage:</b>	
		<input type="checkbox"/> See Addendum A				<b>ccf</b>	
<b>Service Class:</b>			<b>Zone:</b>		<b>Start Month:</b>		<b>End Month:</b>

**Customer Disclosure Statement**

<b>Price</b>	<b>Electricity:</b> <input type="checkbox"/> Variable Rate _____/kWh (or applicable utility unit) <b>Natural Gas:</b> <input type="checkbox"/> Variable Rate _____/ccf (or applicable utility unit)	<b>Electricity:</b> <input type="checkbox"/> Fixed Rate of \$ _____ / kWh (or applicable utility unit) <b>Natural Gas:</b> <input type="checkbox"/> Fixed Rate of \$ _____ / ccf (or applicable utility unit)
<b>Term</b>	Months. If fixed rate, price may be subject to modification pursuant to Change in Law, FERC Order 745, or other applicable adjustments listed in the Terms and Conditions attached.	
<b>Price Calculation</b>	Electric and gas variable rate is calculated on a monthly basis in response to market pricing, transportation, profit, and other market price factors, plus all applicable taxes. All rates may be higher or lower than the monthly utility rate and are subject to change based on a change in law, rule, regulation, tariff, or regulatory structure.	
<b>Rescission</b>	Residential customers may rescind by calling within 3 business days of receipt of the sales agreement.	
<b>Early Termination Fee ("ETF")</b>	Residential customers enrolled in a term variable rate product or fixed-rate service are subject to an ETF of \$99 for a contract with a remaining term of less than 12 months, or \$199 for a contract with a remaining term of more than 12 months. Non-residential customers are subject to an ETF equal to the projected remaining quantity of kWh and/or ccf to be consumed by the customer for the remainder of the current term, as calculated by the Supplier at the greater of the above-referenced estimated annual usage or the most-recently available utility usage data, multiplied by the agreed upon rate within this Agreement, or the amount New Wave could resell such related services or energy quantities at the time of Customer cancellation, as calculated by Supplier, or the maximum allowed by law, plus all applicable costs, taxes and fees incurred as a result of Customer's termination.	
<b>Late Payment</b>	For residential customers, 1.5% per month on overdue balances. For non-residential customers, 15% per month.	
<b>Renewal</b>	For residential customers, this Agreement will automatically renew, upon completion of the initial term, to a month-to-month term contract priced at a Supplier variable rate. For non-residential customers, unless terminated at least 30 days prior to the end of the Initial Term, this Agreement will automatically renew, for additional 12-month term periods at a Supplier variable rate.	
<b>Savings</b>	There are no guaranteed savings associated with this Agreement.	

By signing below the Customer acknowledges that he/she is the legal owner and/or the authorized entity for the purchase of electricity and/or natural gas energy supply for the Account(s) listed within this Agreement and that this Agreement was entered as a result of a regularly scheduled appointment and not a door-to-door sale. The Customer understands that New Wave does not represent the local distribution company and that he/she has received a copy of this Agreement and has read and understands the Terms and Conditions of this Agreement.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **TERMS & CONDITIONS:**

**Agreement to Sell and Purchase Energy:** This is a binding agreement ("Agreement") between New Wave Energy Corporation ("New Wave" or "Supplier") and the customer referenced above ("Customer") under which, starting on the next meter read date after the requested Start Month listed above, or on the next available meter read date occurring after execution of the Agreement, and unless stated otherwise, New Wave agrees to coordinate the sale and Customer agrees to purchase and receive the quantity of electricity and/or natural gas necessary to meet Customer's requirements at the Customer's facilities at the rate and for the terms as described in the Agreement. Supplier will arrange for the delivery of electric and/or natural gas service to the respective local distribution utility or utilities ("Utility") for delivery to Customer's facilities as specified in this Agreement. New Wave, in its sole discretion, is authorized to select on behalf of Customer such sources of electric generation or natural gas procured as it deems appropriate for the Customer's location(s). Customer authorizes New Wave to execute on its behalf any documents necessary to effectuate any such election, and Customer authorizes New Wave, and designates New Wave as its agent, to enroll the Customer's location(s) with its Utility(ies) for supply services consistent with this Agreement. Subject to the individual Utility(ies) enrollment schedules, the switch from Customer's Utility(ies) to New Wave's supply may not reflect on Customer's invoices for a period of up to two (2) full billing cycles.

**Term:** This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Supplier is deemed effective by the Utility(ies) and shall continue until terminated by the applicable effective end date to fulfill the full specified term of this Agreement, or by the Supplier at its sole discretion (the "Initial Term"). For residential customers, this Agreement will automatically renew, upon completion of the Initial Term, to a month-to-month term contract priced at a variable rate (the "Renewal Rate") unless terminated by the Customer at least thirty (30) days prior to the end of the Initial Term. For residential customers and customers solicited via door-to-door sales, New Wave will provide notice to Customer, not less than thirty (30) days nor more than sixty (60) days prior to the renewal date, of the renewal terms and the Customer's option to reject the renewal terms. For non-residential customers, unless terminated by the Customer at least thirty (30) days prior to the end of the Initial Term, this Agreement will automatically renew for additional 12-month term periods at a Supplier variable rate (the "Renewal Rate"). Customer and New Wave agree that New Wave has the right to match any bonafide competing offer at the end of any Initial Term or any renewal term.

**Price:** If fixed price, the price shall be stated on the first page of this Agreement. The fixed rate is a composition of the cost and profit elements to serve Customer's account(s) as specified by this Agreement. **Electricity:** Customer shall pay Supplier per kilowatt hour ("kWh") for the electric energy purchased at the energy supply rate, as specified on page one (1) of this Agreement, or as stated in the Voice or Written Authorization. All rates supplied to Customer, will be supplied to Customer by Supplier plus (+) (i) all applicable Taxes; (ii) all other amounts related to the purchase and delivery of electric energy to the Delivery Point(s); (iii) all Pass-Through Charges; (iv) all capacity, ancillary services, losses, Auction Revenue Rights ("ARR"), Renewable Portfolio Standards ("RPS") compliance costs, and any other miscellaneous recovery charges (including, but not limited to, ISTO/RTO/PJM electric-related assessments); (v) Consumption Activity Taxes ("CAT"), (vi) Supplier margin, The rate is a composition of the cost elements to serve Customer Accounts as specified by this Agreement. **Natural Gas:** Customer's price shall be a Supplier determined variable rate, or a NYMEX monthly contract settlement price, as specified herein, plus (+) transport fees, per ccf plus (+) any fixed adders listed on the first page of this Agreement. All electric and natural rates specified by this Agreement do not include taxes, GRT, or regulated charges from the Utility including, but not limited to, T&D Charges, customer account fees, or other utility transition charges. **Material Misrepresentations-** Customer acknowledges that the Supply Price offered pursuant to any Transaction hereunder is based in part on Customer representations as stated on page one (1) of this Agreement. For any costs incurred, as a result of any variance in the estimated annual kWh/ccf on page one (1) of this Agreement, Supplier reserves the right to pass through such costs. For any costs incurred as a result of a variance in any other Customer representation on page one (1) that materially impacts Supplier costs or profits, Supplier reserves the right to pass through such costs; or to terminate the Agreement with thirty (30) days written notice to Customer as Supplier deems appropriate.

**Billing and Payments:** Customer may receive a single, consolidated bill ("Consolidated Bill") for both commodity and delivery costs from either New Wave or the Utility(ies), or each of the Utility(ies) and New Wave may invoice Customer separately. Billing options are at the sole discretion of the Supplier. Customer acknowledges that the Supplier's ability to bill Customer is exclusively dependent on the Utility's or Independent Systems Operator's (ISO's) ability to accommodate Supplier with all necessary information, including meter readings. Should the absence of such information from the Utility or ISO exist, Customer agrees to be billed by Supplier based on estimated meter readings, and Supplier will adjust Customer's bill the following month, or on the next bill after Supplier receives actual consumption data from the Utility(ies) or ISO to reconcile any disputes, differences, or discrepancies between estimated consumption and actual consumption. Customer will pay each invoice in full, to Supplier's address set forth on the Agreement, within fifteen (15) days from the date of each invoice. Late and overdue payments shall be subject to a late payment fee which will be assessed at the lesser of: (i) fifteen percent (15%) of the balance of the total delinquent bill per month; or (ii) the maximum amount allowed by law. Customer will be charged twenty (\$20) dollars for returned payments. If Customer fails to pay any amount when due, including early termination fees, Customer will be responsible for all of Supplier's reasonable costs of collection, including accumulated interest, and any and all attorney's fees. If the Parties agree to a billing date, such a date shall be subject to change in the event the Utility performs or implements a meter reading cycle in conflict with agreed upon billing/switch over date. Failure by Customer to make payment, in accordance with this provision, constitutes a breach of this Agreement and Supplier may terminate this Agreement and collect any and all past due amounts. This Agreement and any billings, invoices and payments associated with this Agreement shall not be subject to any audit by a third-party as authorized or as contracted by Customer. Customer will be entitled to a refund of any substantial overcharges discovered within twelve (12) months after such billing date if Customer makes a claim within two (2) months of discovery from the billing date. Supplier will likewise be entitled to bill and to be paid for any substantial undercharges discovered within twelve (12) months after the original billing date if the billing is made within two (2) months of discovery. Local Utility companies have the exclusive ability to disconnect Customer's service. The Supplier does not have this ability or authority. Failure to make full payment of charges due as outlined herein and sent via invoice will be grounds for disconnection in accordance with regulatory rules on termination of service to non-residential customers.

**Delivery and Title:** New Wave will deliver all natural gas and/or electricity sold under this Agreement to the NYISO load bus or Utility City Gate, located outside of the municipality where Customer resides (the "Delivery Point"). Title to, possession of, and risk of loss of gas and/or electricity sold under this Agreement will pass from New Wave to Customer at the Delivery Point such that the sale originates and is consummated outside of the Customer's municipality. (For avoidance of doubt, the Delivery Point shall in all cases be located outside of Customer's municipality, regardless of where the NYISO load bus or Utility City Gate is located). After delivery to the Delivery Point, Customer will be deemed to be in exclusive control and possession of the gas and/or electricity and responsible for any injury, damage, or loss.

**Customer's Right to Rescission:** If the Customer named herein is receiving residential service, the Customer has the right to rescind this Agreement, without penalty, within three (3) days after the effective, executed signature date with all of its Terms and Conditions, are executed and received. Following the expiration of three (3) days, if the Customer should choose to terminate the Agreement, before the expiration of the Term, the Customer will be subject to the penalties described within the "Termination of Service" provision. Non-residential customers have no right to rescind this Agreement without penalty.

**Assignment:** Customer shall not assign its rights or obligations under this Agreement in whole or in part without the prior written consent of Supplier. New Wave 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, energy services company, backup service providers, or other entity without Customer's consent. If Customer is assigned, controlled, is sold, or is transferred to another party, this Agreement shall survive and shall transfer to the other party even in an asset sale.

**Account Adds/Drops:** Customer may decide to add or drop one (1) or more qualified accounts throughout the life of this Agreement with respect to leasing, selling, or purchasing metered space. Customer must provide notice to New Wave within thirty (30) days prior to dropping an account due to a sale or lease of contracted metered space to another party by providing New Wave with a letter from the utility, lease agreement, or another form of documentation approved by New Wave ("Approved Documentation") demonstrating the reason for drop in service. When Customer chooses to add a new account to the agreement due to a purchase, sale, or lease of new metered space, the Customer shall provide New Wave with Approved Documentation demonstrating the reason for adding new service. If Customer decides to drop one (1) or more accounts from this Agreement without providing Approved Documentation, Customer will be liable to Supplier for an Account Drop Fee for each account dropped, to be calculated in the same way as this Agreement's Early Termination Fee and prorated according to the usage applicable to the Account(s) dropped.

**Onsite Generation & Energy Allocations:** If, after the date the Customer signed this Agreement, the Customer installs or intends to install onsite generation units; or engages in filing for or receiving discounted replacement energy; receives or engages in filing for a NYPA allocation; or receives any other form of allocated energy not within scope of this Agreement, it will constitute a Material Change and an Event of Default, and at Supplier's discretion, the rate may be reassessed.

**Notices:** All notices and similar correspondence, including those which update or otherwise alter the Terms and Conditions of service, shall be in writing and delivered to Customer and Supplier. Supplier notices to Customer can be delivered via U.S. Mail, courier, Electronic Mail, or Facsimile. Customer notices to Supplier must be in writing, via U.S. Mail. Notices will be effective upon receipt by the Party to whom it is addressed.

**Cost Savings Analyses:** At New Wave's sole discretion, it may accompany this Agreement with a Cost Savings Analysis. Cost Savings Analyses are a projection of hypothetical savings and in no way, constitute or guarantee the savings reflected. Cost Savings Analyses are calculated based upon past usage data authorized by the Customer for the Supplier to retrieve, orally or written, obtained from the Utility and authorized by the Customer, or by a Utility bill provided by the Customer, and future energy market projections.

**Limitations of Liability:** The remedy in any claim or suit by Customer against New Wave will be solely and exclusively limited to direct actual damages, which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding twelve (12) month period. The parties agree that such remedy constitutes a reasonable approximation of the non-defaulting party's harm or loss. Neither Party will be liable to the other for consequential, incidental, punitive, exemplary or indirect damages, including lost profit or penalties of any nature which are hereby waived, whether or not there was actual knowledge of such possible damages, or if such damages could have been reasonably foreseen. The limitations apply without regard to the cause or responsibility of any liability or damage.

**Bid Provision:** If this Agreement is attended, offered during, or is a response to a bid, Request for Proposal, or any other evaluative process then Supplier has the right to adjust this Agreement and rate offering subject to the actual execution date of said Agreement. Supplier reserves the right to reject this Agreement if the rate offering is no longer valid for the date and time in which it is executed. Rates are subject to a refresh due to market volatility.

**Indemnity:** Customer assumes responsibility for the electric and/or natural gas service provided hereunder after it leaves the Utility's lines at the Delivery Zone(s), as well as for the wires, apparatus, and appurtenances used in connection therewith, whether located at or beyond the Delivery Point. Each active Party shall indemnify, protect, defend and hold harmless the other Party from and against any losses, claims, damages, liabilities, costs or expenses arising from or out of any circumstance, event, incident or action during the length agreed upon and executed herein.

**Governing Law:** 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 New York with a venue in the County of Erie, 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.

**Regulatory or Market Change:** This Agreement is subject to present and future legislation, orders, rules, regulations, decisions, or actions of a duly constituted governmental authority, regulatory body, Independent System Operator, or market force having jurisdiction, control, or influence over this Agreement or the services to be provided hereunder. If there is a change in law, rule, regulation, tariff, regulatory structure, or market force which impacts any term, condition, or provision of this Agreement, including, but not limited to, rate, changes in transmission or capacity charges, ISO/RTO charges, FERC Order 745 costs, and collateral requirements, New Wave shall have the right to modify this Agreement to reflect such regulatory change by providing 30 days' written notice to the Customer and to impose pass-through charges, line-items, or other related charges to Customer and Customer agrees to pay such charges. Customer acknowledges that the Agreement Price agreed upon may be adjusted from time to time in accordance with this provision, agrees to be responsible for such revised level of the Agreement Price.

**Emergencies, Outages, & Power Quality and Consistency:** The Utility will continue to operate and maintain the infrastructure, including but not limited to, electric transmission lines, wires, and apparatuses. In the event of a gas leak, electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility: Central Hudson Gas & Electric (1-800-527-2714); Rochester Gas & Electric (1-800-743-1701); Orange & Rockland Electric (1-877-434-4100); Orange & Rockland Gas (1-800-533-5325); National Grid (1-800-892-2345); National Fuel (1-800-444-3130); ConEdison (1-800-752-6633); NYSEG (1-800-572-1131).

**Customer Protection:** Customer may contact Supplier's Customer Service Department at 1-855-53-ENERGY. This Agreement is governed by the Home Energy Fair Practices Act for residential customers. Customer may obtain additional information by contacting the Department of Public Service ("DPS") at 1-888-697-7728, or by writing to New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223.

**Confidentiality:** The contents of this Agreement, including but not limited to price and pricing terms, and all other documents exchanged between the Supplier and Customer related to this Agreement are confidential and shall not be disclosed to any third party without mutual written consent of the Parties. This obligation between both Parties shall continue for a period of twenty-four (24) months following the expiration or termination of this Agreement. However, the Parties acknowledge and affirm that New Wave has sole discretion to disclose and to publicize the identity of Customer as a client of New Wave and shall be entitled to display the Customer's logo on Supplier's Website and other advertisement literature.

**Dispute Resolution:** The parties shall attempt in good faith to resolve any disputes, claims, or controversies arising out of or relating to this Agreement promptly by negotiation. Customer should contact New Wave by telephone or in writing using the Supplier's contact information as provided in this Agreement. The Department of Public Service will not resolve non-residential disputes associated with the services provided under this Sales Agreement. For non-residential customers, if the parties are unable to resolve the disputes, claims, or controversies through negotiation, the parties agree that the disputes, claims, or controversies shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. For a dispute involving a residential customer, either party may submit a complaint to DPS by calling the 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](http://www.dps.state.ny.us). Whether residential or non-residential, the customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. Any arbitration, suit, action, or other legal proceeding shall be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff or similar basis. No action, regardless of form, relating to this Agreement, may be brought by either party more than one year after the cause of action has accrued.

**Force Majeure:** New Wave will make commercially reasonable efforts to provide electricity hereunder but does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of New Wave ("Force Majeure Events") may result in interruptions in service. New Wave will not be liable for any such interruptions caused by a Force Majeure Event, and New Wave is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include, but are not limited to, acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, cyber-security incidents, operational flow orders, sudden failure of electric or gas supply, grid constraints, freezing of wells or pipelines, required maintenance work, inability to access the local distribution utility system, non-performance by the utility (including, but not limited to, a facility outage on its electricity distribution lines), or any other cause beyond New Wave's control. Any suspension of obligations under this paragraph shall not extend the term of this Agreement. During any curtailment caused by Force Majeure, Customer's contracted electric and/or natural gas rate shall be subject to change at Supplier's discretion.

**Information Release Authorization:** Customer authorizes New Wave to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the Utility(ies): consumption history; billing determinants; utility account number; credit information; 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 New Wave 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. If at any time, Customer does not meet New Wave's commercially reasonable creditworthiness standards, New Wave may require Customer to provide performance assurances in a form and amount reasonably acceptable to New Wave such as a letter of credit, third-party guarantee, deposit, or prepayment. If Customer fails to provide such assurance within five (5) business days after notice from New Wave, then New Wave shall have no obligation to supply Customer with Electricity or Natural Gas and may suspend deliveries, terminate this Agreement, and all associated transactions, and liquidate any commodity purchased for delivery to Customer during future periods. Customer's execution of this Agreement shall constitute authorization for the release of this information to New Wave. 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 New Wave at the address listed on this Agreement. New Wave reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**Termination of Service:** Customer will be subject to an Early Termination Fee ("ETF") as calculated by Supplier and described hereafter, if this Agreement is terminated before the expiration of its term variable rate or fixed-rate Initial Term, or if this Agreement is terminated before expiration of a 12-month Renewal Term, or any other subsequent renewal term. Should Customer Default, Supplier shall have the right to terminate this Agreement by delivering written notice to Customer, and to indicate Customer's ETF owed to Supplier. Under all circumstances, Customer shall remain obligated to pay any and all amounts owed by Customer to Supplier outlined within this Agreement within a fifteen (15) day period from the invoice date. Should Supplier Default, Customer shall have the right to terminate this Agreement by delivering written notice to Supplier. In the event that the Supplier defaults, the Customer will be automatically assigned to the Utility, another energy supplier, energy services company, or other entity as authorized by the DPS. Non-residential customers are subject to an ETF equal to the projected remaining quantity of kWh and/or ccf to be consumed by the customer for the remainder of the current term, as calculated by the Supplier at the greater of the estimated annual usage, calculated by Supplier, or the most-recently available utility usage data, multiplied by the agreed upon rate within this Agreement, or the amount New Wave could resell such related services or energy quantities at the time of Customer cancellation, as calculated by Supplier, or the maximum allowed by law, plus all applicable costs, taxes and fees (including attorney's fees and court costs) incurred by New Wave as a result of Customer's termination. Residential customers enrolled in a term variable rate price or fixed price service are subject to an ETF of \$99.00 for a contract with a remaining term of less than 12 months, or \$199.00 for a contract with a remaining term of more than 12 months.

**Entire Agreement:** This signed Agreement ("Written Authorization"), or the online or voice recording authorizing Customer's decision to take service from New Wave ("Online Enrollment", "Voice Authorization" or "TPV"), coupled with these Terms and Conditions, is binding and is all encompassing and embodies the entire Agreement and mutual understandings between the Parties. This Agreement (including Enrollment Consent Forms, LOAs, Riders, Addendums and any Notices and Appendices) supersedes all prior agreements and understandings between Parties, whether written or oral, with respect to the subject matter herein. If any provision of this Agreement, in whole or in part, is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining conditions shall continue in full force and effect.



### ADDENDUM A: Additional Accounts

<u>Item #</u>	<u>Utility</u>	<u>Account Number</u>	<u>Service Class</u>	<u>Service Address:</u>	<u>Suite</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
1								
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Customer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**New York State Public Service Commission**  
**Your Rights as an Energy Services Company Consumer**  
**ESCO Consumer 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 both the ESCO and the utility and the knowledge that you are not required to choose an alternative energy supplier.
- 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 costs or fees;
  - length of the agreement;
  - terms for renewal of the agreement,
  - cancellation process and associated fees, if any; and
  - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement.
- A description of the provisions of pre-payment agreements if offered, including that the ESCO cannot require a customer to pre-pay for service and that any Agreement providing for prepayment may be cancelled by the customer, without any penalty or obligation, within ninety calendar days from the date of the agreement. Any unused portion of the prepayment must be returned to the customer by the ESCO within thirty business days following receipt of notice of cancellation.
- A description of any early termination or cancellation fees provided for in the agreement. An ESCO cannot impose Early Termination Fees exceeding \$100 for an Agreement with a term of one year or less, \$200 for a Agreement with a term greater than one year, or more than two times an estimate of your average monthly energy charge, which amount must be provided to you at the of the agreement
- Notice from the ESCO, not less than thirty days nor more than sixty days prior to the renewal date, of the renewal terms and of the customers option to reject the renewal offer. The customer will not be subject to early termination or cancellation fees if the customer objects to the renewal within three business days after receiving the first billing statement from the ESCO under the terms of the agreement as renewed. Further, an ESCO cannot change any material terms, other than price, without your express consent.

Residential customers who take service from an ESCO also have the rights and protections of the Home Energy Fair Practices Act (HEFPA) (<http://www.dps.state.ny.us/resright.html>). A Fair and timely complaint resolution process.

Provision of any written documents, such as Agreements or sales agreements, marketing materials, and this ESCO Consumer Bill of Rights, in the same language used to solicit you.

Any Agreement or sales agreement that does not comply with General Business Law (GBL) § 349-d is void and unenforceable. If an ESCO violates the requirements of GBL § 349-d, a customer may sue for damages.

Any agreement for energy services which does not comply with the New York State Department of Public Services Uniform Business Practices could result in consequences against the ESCO including revocation of its eligibility to provide services in New York.