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| Third Party Supplier (“TPS”) Information: By entering into this contract you are agreeing to purchase your Electric supply from this supplier. | Kiwi Energy NY LLC d/b/a Kiwi Energy 144 N 7th Street #417, Brooklyn, NY 11211 Phone: 1-877-208-7636 Website: www.kiwienergy.us PUCO CRES Certification No.: 16-1156E(1) <u>Kiwi Energy is responsible for your electric supply.</u> |
| Price Structure | The price for all electricity sold under this Agreement shall be a variable price per kWh which shall reflect the cost to Kiwi Energy to obtain electricity from all sources (including energy, capacity, settlement, ancillaries), Renewable Energy Certificates (“RECs”), related transmission and distribution charges and other related factors, plus all applicable taxes, fees, charges or other assessments and Kiwi's costs, expenses and profit margins. There is no cap on your variable rate, and there is no limit on how much the price may change from one billing cycle to the next. Please be aware that in the event of any changes in capacity, transmission, or transmission related charges, and/or regulatory or other changes, including changes to ICAP tags, Kiwi Energy reserves the right to increase pricing and/or terminate this Agreement. |
| Generation/Supply Price | Your initial price under this variable rate Agreement is 8.990 ¢ per kWh effective for your first billing cycle and thereafter will vary each billing cycle based on the factors described above. |
| Statement Regarding Savings | There are no guaranteed savings. |
| Amount of time required to change from TPS back to default service or to another TPS | One to two billing cycles. |
| Incentives | Kiwi Green 50 matches 50% of the customer’s electricity usage with RECs sourced from national renewable resources. See Section 7. See Section 5 (Incentives) and applicable Attachment for more details. |
| Right to Cancel/Rescind | A customer may rescind this Agreement within 7 calendar days following the postmark date of the Utility’s confirmation notice by calling or providing written notice to the Utility. |
| Contract Start Date | This Agreement will begin with your first meter read by your Utility following your acceptance into the program. |
| Contract Term/Length | The Initial Term is 36 months. |
| Cancellation/Early Termination Fees | There is no early termination fee. |
| Renewal Terms | Unless agreed to in writing, upon completion of the Initial Term, the Agreement will automatically continue into successive 36-month terms (each successive 36-month term, the “Renewal Term”) until terminated by either Party. |
| Distribution Company Information | Duke Energy: 1-800-544-6900 Your Utility will continue to deliver your electricity and you will continue to pay the Utility for this service. You should call your Utility in the event of an emergency or power outage. |

This is a variable rate contract. A fixed rate is a price that will remain the same for a set period of time, whereas a variable rate is a price that will vary over time based on a number of conditions, including weather fluctuations, which may decrease or increase the variable rate.