

**FIXED PRICE
CUSTOMER DISCLOSURE STATEMENT**

PRICE: Buyer will pay a fixed price per kWh as agreed upon at the time Buyer locks in the fixed price.

VARIABLE PRICE: The NYISO price will vary each month and is indexed to the applicable NYISO Day Ahead Market Rate or NYISO Real-Time Hourly Integrated Market prices plus the fixed adder listed on page two of this Agreement. Capacity, Ancillaries, and Unaccounted for Energy (UFE) and/or Distribution losses will be passed through without mark-up.

LENGTH OF AGREEMENT: See Initial Term on page two of this Agreement. This Agreement will become effective on the date when executed by both Parties. Service will continue in effect for the Initial Term indicated on page two of this Agreement. Service shall commence on the first eligible meter read date as defined by the Utility tariff following the effective date of this Agreement and shall continue until the first eligible meter read following the Term End Date.

PROVISIONS FOR RENEWAL OF THE AGREEMENT: This Agreement shall continue for additional one (1) year Periods unless terminated by either Party. See page three, section 2 of this Agreement for additional information.

PROCESS CUSTOMER MAY USE TO RESCIND AGREEMENT WITHOUT PENALTY: Customer may cancel the Renewal of this Agreement at any time before midnight of the third business day after the day on which Customer receives the first invoice under the Agreement as renewed ("Rescission Deadline"). Customer must give written notice to Company of your desire to cancel, and send a request to Customer, post marked no later than the Rescission Deadline, or by email to Customersupport@energymarkllc.com no later than the Rescission Deadline. No fee or penalty will be imposed for exercising the right to cancel this Agreement as provided in this provision.

AMOUNT OF EARLY TERMINATION FEE AND METHOD OF CALCULATION: Company reserves the right to assess an early termination fee if the Customer cancels this Agreement prior to the end of the Initial Term or any Renewal Term. The amount of such early termination fee, if applicable and assessed, shall be \$0.003 times the remaining forecasted quantities.

AMOUNT OF LATE PAYMENT FEE AND METHOD OF CALCULATION: Late payment fees are determined and collected by the Utility at a rate of 1.5%.

CONDITIONS UNDER WHICH SAVINGS TO CUSTOMER ARE GUARANTEED: Not Applicable

**VARIABLE PRICE
CUSTOMER DISCLOSURE STATEMENT**

PRICE: Buyer will pay a Variable Price per kWh as determined by Seller's Monthly Market Price.

VARIABLE PRICE: The NYISO price will vary each month and is indexed to the applicable NYISO Day Ahead Market Rate or NYISO Real-Time Hourly Integrated Market prices. Capacity, Ancillaries, Renewable Energy Costs, Unaccounted for Energy (UFE) and/or Distribution losses, and Fixed Energy Adder will be passed through without mark-up.

LENGTH OF AGREEMENT: (Initial Term: One Month). This Agreement will become effective on the date when executed by both Parties. Service will continue in effect for the Initial Term. Service shall commence on the first eligible meter read date as defined by the Utility tariff following the effective date of this Agreement and shall continue until the first eligible meter read following the Term End Date.

PROVISIONS FOR RENEWAL OF THE AGREEMENT: This Agreement shall continue for additional one (1) month Periods unless terminated by either Party.

PROCESS CUSTOMER MAY USE TO RESCIND AGREEMENT WITHOUT PENALTY: Customer may cancel the Renewal of this Agreement at any time before midnight of the third business day after the day on which Customer receives the first invoice under the Agreement as renewed ("Rescission Deadline"). Customer must give written notice to Company of your desire to cancel, and send a request to Customer, post marked no later than the Rescission Deadline, or by email to Customersupport@energymarkllc.com no later than the Rescission Deadline. No fee or penalty will be imposed for exercising the right to cancel this Agreement as provided in this provision.

AMOUNT OF EARLY TERMINATION FEE AND METHOD OF CALCULATION:
None for Variable Agreement.

AMOUNT OF LATE PAYMENT FEE AND METHOD OF CALCULATION: Late payment fees are determined and collected by the Utility at a rate of 1.5%.

CONDITIONS UNDER WHICH SAVINGS TO CUSTOMER ARE GUARANTEED: Not Applicable