

## Choice Energy Connecticut Sales Agreement and Terms of Service

This Agreement ("Agreement") is for a Connecticut customer ("Customer") who has elected to purchase electricity from Choice Energy, LLC d/b/a 4 Choice Energy, LLC ("Choice Energy"). Please retain this Agreement for your records. The words "we" "us" and "our" also refer to Choice Energy; and the words "you" and "your" also refer to the Customer.

**1. Agreement to Purchase Energy.** We agree to sell and you agree to purchase the quantity of electricity necessary to meet your requirements based upon consumption data obtained by us from your Local Distribution Utility ("LDU", which in your case may either be The Connecticut Light & Power Company or The United Illuminating Company). Your LDU will continue to be responsible for the delivery of electricity to your service location, read your meter, provide your monthly bill, respond to emergencies, and all other related services.

**2. Right To Rescind.** You may rescind this Agreement without obligation by calling us within three (3) business days of receiving this Agreement. You also may terminate this Agreement without incurring any penalty or cancellation fee at any time after three (3) business days (see Paragraph 8 below).

**3. Agreement Term.** Your electricity supply from us will begin when your enrollment with Choice Energy has been processed by your LDU. This Agreement is effective as of your next billing cycle, and will continue until this Agreement is terminated by you or us and when your LDU switches your account to its standard service or to another electricity supplier that you choose ("Term").

**4. Price.** This is a monthly variable rate product priced based on market conditions that may change from time to time. The rate per kilowatt-hour ("kWh") that we charge ("Choice Price") is all-inclusive of the full cost from us for electricity generation with no additional charges except for taxes and your LDU's Delivery Charges (see Paragraph 5 below). Your initial Choice Price is shown in your Welcome Kit. While this rate may fluctuate from month to month based on market conditions, we guarantee that for as long as you remain our customer, your effective rate each year will always be below your LDU's standard Generation Service Charge rate, also known as the Price to Compare. Our current variable rates are available on our website: [www.4choiceenergy.com](http://www.4choiceenergy.com).

**5. Total Generation Charge.** For each month our generation service charge will be your electricity kWh usage during the billing period, as measured by your LDU's meter reading, multiplied by the Choice Price (the "Choice Generation Charge"). In the event that your LDU later adjusts your meter reading, the Choice Generation Charge will be adjusted accordingly. The Choice Generation Charge does not include charges from your LDU for its transmission and distribution services and other applicable charges by your LDU, including but not limited to, the competitive transition assessment or the systems benefit charge (collectively, the "Delivery Charges").

**6. Billing and Payment.** You will receive one monthly bill from your LDU that includes both the Choice Generation Charge and the Delivery Charges plus taxes. You will make payments to your LDU in accordance with the LDU's payment terms. Please consult your LDU regarding late fees on delinquent payments, termination of service for non-payment, security deposits, payment arrangement plans and other payment and credit terms.

**7. Dispute Resolution.** In the event of a billing dispute or a disagreement involving our service, please contact us by telephone or in writing. See Paragraph 20 below for our contact information. If you are not satisfied with our attempt to resolve the problem, you may seek assistance from the Connecticut Department of Public Utility Control ("DPUC") or request information from the DPUC regarding your consumer protection rights. See Paragraph 20 below for the DPUC's contact information.

**8. Termination by Customer.** You may cancel this Agreement without incurring any penalty or cancellation fee at any time. To terminate this Agreement, please contact Choice Energy by telephone or in writing. See Paragraph 20 below for our contact information.

**9. Termination by Choice Energy.** Choice Energy reserves the right to terminate this Agreement if: (i) you fail to make timely payment of the Choice Generation Charge to your LDU; (ii) your LDU is unable to read your electric meter for three (3) months in a row; or (iii) there is a change in any law, regulation, market rule or tariff that materially impairs our ability to fulfill our obligations under this Agreement. We will provide you with at least fifteen (15) days prior written notice of our intent to terminate this Agreement for any of the reasons specified in items (i), (ii) or (iii) above. We also may terminate this Agreement at any time for any reason by providing you with at least thirty (30) days advance written notice. Upon termination of this Agreement by either you or us, you will continually be responsible for all Choice Generation Charges incurred until your account is transferred to the LDU's standard service or to another electricity supplier that you choose.

**10. Information Release Authorization.** You agree that your LDU may release to us certain information that we need to provide you with service, including but not limited to your address, telephone number, account number, historical usage information and peak electricity demand. This information may be used by Choice Energy and any of its affiliates, agents or representatives to determine whether it will commence and/or continue to provide energy supply service to you, but will not be disclosed to any unaffiliated party without your consent unless required by law. This authorization will remain in effect during the Term of this Agreement.

**11. LIMITATION OF LIABILITY.** CHOICE ENERGY'S LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED, WHICH SHALL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY ELECTRIC GENERATION SERVICE CHARGE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF THE LIABILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUES), INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES FOR CLAIMS ARISING HEREUNDER.

**12. REPRESENTATIONS AND WARRANTIES.** CHOICE ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR VERBAL, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**13. Governing Law.** This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Connecticut without regard to its choice of law rules. Except for matters within the jurisdiction of the DPUC, each party hereby designates the Connecticut state courts of competent jurisdiction or the United States District Court for the District of Connecticut as the exclusive courts of proper jurisdiction of any suit, claim, action or other proceeding, whether at law or in equity, relating to this Agreement. To the extent permitted by law, venue for such suit, claim, action or proceeding shall be in Hartford, Connecticut.

**14. Assignment.** Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Choice Energy. Choice Energy may, without Customer’s consent: (a) transfer, sell, pledge, encumber or assign the accounts receivable and revenues derived from this Agreement (or any proceeds thereof) in connection with any financing agreement, purchase of receivables program or other billing services arrangement; and (b) assign our rights and obligations hereunder to an affiliate of Choice Energy, any person or entity succeeding to all or substantially all of the assets of Choice Energy, or to a competitive electricity supplier licensed to do business in Connecticut. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, Choice Energy shall have no further obligations hereunder.

**15. 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.

**16. Delay or Failure to Exercise Rights.** No partial performance, delay or failure on the part of Choice Energy in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**17. Force Majeure.** We will use commercially reasonable efforts to provide the service contemplated herein, but we do not guarantee a continuous supply of electricity. Certain Force Majeure events outside of our control may cause interruptions in service. If a Force Majeure event prevents us from performing our obligations in whole or in part, our performance shall be excused for the duration of such event, and we will not be liable for damages associated with any delay or failure to perform as a result thereof. As used herein, the term “Force Majeure” shall include, without limitation, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, terrorist acts, volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similarly cataclysmic occurrence, shortage or unavailability of transmission facilities,

nonperformance by the LDU, or any change in law or any other action by a governmental authority that materially impairs our ability to perform our obligations under this Agreement. We will give you reasonably prompt and detailed notice of any Force Majeure occurrence.

**18. Entire Agreement.** This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements, whether written or oral.

**19. Other General Provisions.** Choice Energy may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment prior to the effective date thereof. No waiver of any right under this Agreement shall be construed as a waiver of the same or any other term or condition on the same or any other occasion. Nothing in this Agreement shall create or be construed as creating any express or implied rights in any person or entity other than you and us. This Agreement is subject to all valid and applicable legislation and to all present and future orders, rules and regulations of authorities having jurisdiction over the subject matter hereof, and both parties agree to comply with all such applicable laws, orders, rules and regulations.

**20. Contact Information.**

Our contact information is as follows:

Internet address:  www.4choiceenergy.com	Hours of Operation Monday – Friday 9:00 AM – 5:00PM Central Time (hours of operation subject to change without notice)
Mailing address:  715 E 2 <sup>nd</sup> Street Des Moines, IA 50309	
Customer Service Telephone Number:  1-888-565-4490	

In the event of a power outage, an emergency, a problem with your electric meter or other service needs, please contact your LDU at the telephone number listed below:

Connecticut Light and Power Company	1-800-286-2000
United Illuminating Company	1-800-722-5584

The contact information for the DPUC is as follows:

Internet address:  www.state.ct.us/dpuc	Telephone number: 1-800-382-4586  Fax number: 1-860-827-2885
Mailing address:  Consumer Assistance Unit 10 Franklin Square New Britain, CT 06051	