



6 Armstrong Road | Shelton, CT 06484  
o: 203.929.3200 | f: 203.909.6617  
<http://www.DiscountPowerInc.com>

## Terms and Conditions of Electric Service

1. **Services:** Discount Power shall sell and deliver, or caused to be delivered, and you shall purchase and receive, or cause to be received, during the term of this agreement, an amount of firm, full-requirements energy (measured in kWhs) equal to one hundred percent (100%) of your actual energy requirements for each metered account. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that Discount Power provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.

2. **Price:** You agree to pay charges in cents per kilowatt-hour (kWh) for Services for all kWhs for the stated Term. Price does not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges as well as any other applicable charges.

3. **Term:** This Agreement will be effective for each account enrolled, commencing with our receipt of your signed Agreement. Service will commence with the meter read date occurring after enrollment requirements with the host utility company have been met. Service commencement lead-time may vary depending on utility enrollment requirements, and your specific meter-reading schedule. If you choose the variable product your price can change monthly. If you choose the cap option your price can change monthly, but in no event will it exceed the maximum price as stated herein. Discount Power may adjust the maximum price to be charged hereunder at the end of the Cap Term. You may refer to our website for the applicable price and cap term. This monthly variable pricing plan will continue in force on a month-to-month basis until either party cancels the agreement. If you move within your current utility's service territory, you will need to request them to transfer Discount Power's supply service to your new address. If you move outside your current utility's service territory, but remain within the State of Connecticut, Discount Power may grant you the option to continue receiving service from us at your new location.

4. **Billing:** You will continue to receive a single bill from your host utility company that will contain their charges, our charges including any applicable late payment fees, billing terms and conditions including late payment fees, information, if applicable, about deferred billing, estimated bills and any other information required by law. Bills will be due according to the host utility company's billing schedule. If you fail to pay your bill in a timely manner we may cancel this agreement upon 10 days written notice.

5. Dispute Procedures: Contact Discount Power toll free at (877) 259-7693 or by mail at 6 Armstrong Rd. Shelton, CT 06484 with any questions concerning our service. If you are not satisfied after discussing your concerns with us, you may contact the Connecticut Dept. of Public Utility Control (860) 827-1553 or toll-free in CT at (800) 382-4586, or TDD at (860) 827-2837, or by mail at Ten Franklin Square, New Britain, CT 06051.

6. Governmental Actions: If action is taken by any federal or state governmental authority that significantly changes the way Discount Power, Inc. must do business with you, Discount Power, Inc. may terminate this agreement upon thirty (30) days notice, after which you can return to your local utility to provide your electricity needs or enroll for service from another supplier.

7. Renewable: If you choose any of the renewable options, you also agree to the following terms and conditions. Please visit:  
[www.discountpowerinc.com/TERMS-OF-SERVICE-Sterling-planet.pdf](http://www.discountpowerinc.com/TERMS-OF-SERVICE-Sterling-planet.pdf)  
For further information.

**NOTICE OF CANCELLATION**

DATE OF TRANSACTION: \_\_\_\_\_ TODAY'S DATE: \_\_\_\_\_

“You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by DISCOUNT POWER, INC. and any security interest arising out of the transaction will be cancelled.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send an email, to DISCOUNT POWER, INC. at 6 Armstrong Road, Shelton, CT 06484 NOT LATER THAN MIDNIGHT OF \_\_\_\_\_ (Date)

I HEREBY CANCEL THIS TRANSACTION.

DATE: \_\_\_\_\_

Customer's Signature: \_\_\_\_\_

Sterling Planet - Renewable Terms & Conditions  
For Customers of Connecticut Light & Power (CL&P) or United Illuminating (UI)

Sterling Planet, Inc. is participating in the CTCleanEnergyOptionsSM program to provide customers of CL&P or UI an opportunity to enroll to support cleaner power generated from wind energy and small hydroelectric projects. When you sign up through Discount Power for Sterling Planet's Sterling CT Choice™, you stay with CL&P or UI as your electricity provider and pay a small additional monthly premium of 1.19¢ per kilowatt-hour (kWh) to support production of cleaner power from renewable energy resources.

You can match 100% of your electricity use with renewable energy certificates or choose the 50% signup level. Those who select 50% will only match 50% of their electricity use with renewable energy certificates. A renewable energy premium is added as a separate line item to your CL&P or UI bill and helps to support the renewable energy market and encourage its development. For example, a Connecticut homeowner using an average of 700 kWh monthly can expect to pay about \$8.33 monthly ( $700 \times \$0.0119 = \$8.33$ ) at the 100% signup level and \$4.17 monthly at the 50% level. The actual monthly fee for a renewable upgrade varies monthly, just as your electricity use and billing vary from month to month. Regardless of which signup level you choose through Discount Power, you stay with CL&P or UI, which will continue to deliver your electricity, handle billing and provide customer service, including energy-related emergency response. If you have an electricity-related emergency or need to report an electricity outage, you should contact CL&P or UI. Sterling Planet's Sterling CT Choice™ is a blend of 50% new wind from national sources, 30% new wind from regional sources, 15% small hydro energy from New England and 5% small hydro energy from Connecticut facilities with a typical output of less than 30 megawatts. Sterling Planet will annually report the actual resource mix of the renewable energy purchased during the preceding calendar year. When CL&P or UI customers enroll for clean energy, Sterling Planet annually purchases environmental attributes as Renewable Energy Certificates (RECs) in an amount that fulfills the purchase in accordance with the Connecticut program guidelines established by the Connecticut Department of Public Utility Control (CT DPUC). Once Sterling Planet makes its purchase of RECs, delivers them and completes the annual verification audit, all obligations have been fulfilled. Sterling Planet's renewable offering price and content mix shall remain in effect as outlined in this agreement and shall be consistent with the disclosure/energy content label in effect. Any change in mix will be preceded by 30 days written notice. Customers not satisfied with the change may change their enrollment level or cancel their agreement with Sterling Planet.

### Billing and Payment

Your purchase will appear as a line item on your regular CL&P or UI electric bill. Except as outlined previously, your renewable electricity premium will not change over time unless you request a change in your enrollment. No additional or special

fees will be assessed. We have no responsibility for the quality of the goods and services Discount Power or your electric utility provides or for the accuracy of your local electric utility bill.

### Enrollment, Cancellation or Change of Service

Enrollment is open to any eligible Discount Power, CL&P or UI electric residential or business customer. To enroll, you will need to complete an enrollment form, providing verbal authorization or using approved electronic authorization (email or Internet). You have until midnight of the third business day after the day on which you signed an agreement, enrolled over Discount Power's website or enrolled by phone to change your mind before service begins. Initiation of service may be delayed if you do not provide us with all required information. Three business days after receipt of a completed enrollment, Sterling Planet will activate your account and notify your utility. Please contact your utility if you have a question regarding your monthly bill or how payment was applied. Power outages or other electricity service problems should be reported to your utility. You may cancel your enrollment at any time without penalty. There are no fees for application or early termination. To change or cancel your account, call Sterling Planet toll-free at 1 877 457 2306. You may also send mail to Sterling Planet, 3500 Parkway Lane, Suite 500, Norcross, GA 30092. The email address is [info@sterlingplanet.com](mailto:info@sterlingplanet.com) If we cannot resolve your concern to your satisfaction, you have several alternatives: (1) Discontinue service by sending written notice with your account number and service address. When we receive notice, we will end your enrollment immediately, as long as we receive your notice at least 10 days before your next meter reading date. (2) Mutually agree with Sterling Planet to submit a dispute to arbitration. Neither party can force the other to agree to arbitration. (3) Call the CT DPUC Consumer Assistance and Information Unit at 1 800 382 4586 or notify DPUC at 10 Franklin Square, New Britain, CT 06051.

### Taxes and Laws

Except as otherwise provided in the Agreement or by law, all taxes of any kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to any validly issued present and future legislation, orders, rules and regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided.

### Limitations on Liability

Sterling Planet will in no event be liable to you or to any other party for any consequential, punitive, indirect, exemplary or special damages, whether arising in tort, contract or under any other common law or statutory claim, in connection with the services that we provide. You will not be liable to us for any damages in connection with the service you receive. Sterling Planet shall not be liable for

interruption or shortage of supply, nor any associated loss or damage resulting from causes outside our reasonable control.

Sterling Planet shall not be in breach of its obligations under these terms to the extent that our failure to perform is caused by forces or circumstances beyond our reasonable control. These include, but are not limited to, unusually severe weather, fire, drought, flood, and failure of the Independent Service Operator or EDC to transmit electricity. Sterling Planet will not be liable for lost profits. Our liability and yours is solely limited, to the extent allowed by law, to actual damages, not to exceed the value of any renewable energy purchased or sold, except in cases of gross negligence, willful misconduct or bad faith. These terms and any related agreements shall not be deemed as creating any rights in any third party, or as giving rise to third party liability.

#### Assignment

We may assign this agreement to another renewable energy supplier with the consent of your utility and DPUC. We will provide you 30 days written notice in the event of such an unlikely assignment.

#### Controlling Provisions

All matters affecting the interpretation of this agreement shall be governed by and construed according to the laws of the State of Georgia. **THERE ARE NO WARRANTIES OR REPRESENTATIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND NO OTHERS SHALL BE HONORED.** Should any part of this agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portion of this agreement, which shall remain in full force and effect as if the part determined to be invalid had not been contained herein at the time of this agreement. Questions regarding these terms or your service should be directed to Sterling Planet, 3500 Parkway Lane, Suite 500, Norcross, GA, 30092, 1 877 457 2306, or [info@sterlingplanet.com](mailto:info@sterlingplanet.com).