



Fax To: 203.909.6582
E-Mail To: enroll@discountpowerinc.com
PLEASE MAIL OR DROP OFF AT:
DISCOUNT POWER, INC.
6 Armstrong Road
Shelton, CT 06484

Date: [ ]

Current Rate at Time of Enrollment: [ ]

Enrollment Form

[ ] Residential [ ] Commercial

Choose Service: [ ] Variable | [ ] Renewable - 50% [ ] Renewable - 100%

Customer: [ ]

Legal Company Name: [ ]

Service Address: [ ]

Service Address 2: [ ]

City: [ ] ZIP Code: [ ]

Phone Number: [ ]

E-mail Address: [ ] Next Meter Read Date: [ ]

[ ] UI UI POD # (13 Digits): [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]

[ ] CL&P CL&P Account # (11 Digits): [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]

CL&P Service Reference # (9 Digits): [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]

Name Key: [ ] Coupon Code: [ ]

Acceptance

Acceptance of Rates and Terms - The prices, as published by Discount Power, Inc., and the terms and conditions as stated above are satisfactory and are hereby unconditionally accepted. You are authorized to switch the electric supplier as I have no existing contract with another supplier.

Signature: [ ]

Print Name: [ ]

Date: [ ]

I accept and acknowledged receipt of Discount Power Inc. published terms and conditions. [ ]

Broker: [ ]

# Terms & Conditions

## DPI - Terms & Conditions

- 1) **Price:** Customer will receive electricity from Discount Power, Inc. ("DPI") at a floating generation rate. DPI customers agree and understand that any potential savings will fluctuate with month to month market conditions. DPI customers should maintain a price below current CL&P or UI standard generation service rates. See website for current rates and updates.
- 2) **Term:** This Service Contract is for an indefinite period of time and is terminable by the customer at any time in accordance with the Cancellation provisions contained in paragraph 3. The electricity supplied pursuant to this agreement will start after DPI provides confirmation to the customer's current distributor and they initiate the change. Customer will also be responsible for the cancellation of any previous supplier agreement.
- 3) **Cancellation:** Customers may cancel at any time for any reason. The cancellation will become effective when the customer's new supplier or utility completes the change. Cancellation will not relieve the customer of any payment obligations for service.
- 4) **Billing:** Customer will continue to receive one monthly electric bill processed and provided by CL&P or UI. Payment is due to CL&P or UI in accordance with their standard billing practices. In the event of a customer's bankruptcy, late payment or nonpayment, DPI has the right to terminate this agreement.
- 5) **Emergency:** In the event of an emergency such as a power failure or a downed power line, customer should call their local distribution company, CL&P 800.286.2000 or UI 800.722.5584.
- 6) **Customer Relocation:** If a customer moves to a new address within our current service territory, this agreement will continue and DPI will supply electricity to the new location.
- 7) **Changes to Contract:** DPI may at any time, modify, reassign or withdraw this agreement with thirty (30) days written notice if there are adverse changes in the laws, rules or market conditions affecting DPI's ability to perform hereunder.
- 8) **Security Deposit:** DPI does not require a security deposit from its customers. If the customer has paid a deposit to his/her current supplier it is the customer's responsibility to request a refund of his/her deposit from their current supplier.
- 9) If you have chosen the 50% or 100% renewable option, you are also agreeing to the terms and conditions for Sterling Planet.

## 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 x \$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. 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.