



SWITCH ENERGY

Arbitration Agreement

Other than disputes within the jurisdiction of a small claims court or disputes that are required by law to be resolved in court instead of arbitration, you (on your own behalf and on behalf of any users of the services provided by the applicable Switch Energy, LLC (“Switch”) entity or brand) agree to resolve any and all disputes, claims, and/or causes of action arising out of or relating in any way to any dealings or relationship with Switch by binding arbitration, including disputes with third parties such as the Company’s officers, employees, affiliates and vendors. Any such other third parties are third-party beneficiaries of this arbitration provision.

Before you seek arbitration, you must first send a written notice of your intent to arbitrate to Switch. That notice should be sent to Switch Energy, LLC, 17 High Street, 3rd Fl., Norwalk, CT 06851, and should state the nature and basis of the claim and the specific relief sought. The Company will have thirty (30) days to resolve the dispute after the notice is served, only after which may you commence an arbitration proceeding. The applicable statutes of limitation will be tolled during this period.

Thereafter, any arbitration shall be administered by the American Arbitration Association (“AAA”) and governed by the applicable AAA Rules (“AAA Rules”), except as modified herein. The arbitrator shall have the power to rule on his or her own jurisdiction, including but not limited to any objections with respect to the scope or validity of the arbitration agreement. Either party may appeal an award in excess of \$75,000 to a three-arbitrator panel administered by the AAA and selected according to the AAA Appellate Rules by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award, which notice will be contemporaneously served on the other party.

YOU AGREE THAT BY ENTERING INTO THIS ARBITRATION AGREEMENT, YOU WAIVE THE RIGHT TO TRIAL BY A JUDGE OR JURY, EVEN FOR CLAIMS NOT SUBJECT TO ARBITRATION. YOU ALSO AGREE THAT ANY CLAIMS MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS A PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY ALSO NOT CONSOLIDATE ANY PROCEEDINGS, UNLESS ALL PARTIES OTHERWISE AGREE IN WRITING TO DO SO.

If any clause within this Arbitration Agreement is found to be unenforceable, that specific clause will be severed from this Arbitration Agreement, and the remainder will be given full effect.

You can decline this Arbitration Agreement by timely emailing customercare@switchenergypartners.com and providing the following information: (1) name; (2) address; (3) phone number; and (4) a clear statement that you wish to opt out of this arbitration agreement. To be effective, the opt-out notice must be emailed no later than 30 days after the date you become bound by the Arbitration Agreement. Please note that you will continue to be bound by any older arbitration provision you did not opt out of and any arbitration provision that otherwise governs the particular dispute.

Should the AAA be unavailable, unable, or unwilling to accept and administer the arbitration of any claim under this Arbitration Agreement as written, it shall not fail or be invalidated as a result. Rather, in that instance, the parties shall agree on a substitute arbitration organization, such as JAMS, that will enforce this arbitration agreement as written. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization.

The foregoing arbitration provisions shall survive the termination of the applicable customer Agreement.