

TERMS OF SERVICE

Version No. 2

Effective Date: March 29, 2018

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER THAT WILL AFFECT CUSTOMER'S LEGAL RIGHTS. PLEASE REVIEW CAREFULLY.

THIS STANDARD SERVICE AGREEMENT, the Disclosure Label, Introductory Letter, and Contract Disclosure Statement (together "Customer's Introductory Package"), and any Renewal Notice (if applicable) (collectively, the "Agreement") (i) describes Customer's and North American Power and Gas, LLC's ("NAP" or "North American Power") responsibilities and, among other things, contains an arbitration clause and class action waiver that waives each of your and NAP's rights to sue in court (other than individual action in small claims court), to trial by jury, and to participate in a class action; and (ii) comprises your entire agreement with North American Power, and supersedes any oral or written statements made in connection with this Agreement or your electricity supply. This Agreement authorizes North American Power to change your electric supplier with your Local Utility (each, "Local Utility" being Central Maine Power Company, and Emera Maine) and, by executing, approving and/or not rescinding this Agreement, you agree to be bound without limitation, qualification or change and to abide by the terms of this Agreement. North American Power will supply all the electricity that you need for your home or small commercial business. The services provided by North American Power are governed by the terms of this Agreement. These Terms of Service are required to be periodically filed with the Maine Public Utilities Commission ("ME PUC"). The Agreement also is available on request. In this Agreement, the words "we," "us," and "our" refer to North American Power, and the words "you" and "your" refer to Customer. You represent that you are at least 18 years old and fully authorized to enter into this Agreement.

SERVICE: NAP will supply all the electricity that you need for your home or business ("Supply Service"). NAP is a retail marketer of electricity (also referred to as a Competitive Electricity Provider ("CEP")) and not your Local Utility. You understand that you are not required to choose a CEP. The Local Utility will continue to deliver electricity to your home or business ("Distribution Service"), read your meter, bill you, and make repairs. The Local Utility will also respond to emergencies and it will remain your point of contact in the case of power outage.

TERM: If your Supply Service is provided at a Fixed Rate, the price of electricity under this Agreement shall be fixed for the Fixed Price Period stated on your Contract Disclosure Statement. The Fixed Price Period shall commence on the Start Date. For new customers, Start Date will be on the first meter read date after Customer's Local Utility successfully enrolls or switches Customer's account. This process may take up to 90 days. For renewal Customers, Supply Service shall continue seamlessly.

If your Supply Service is provided at a Non-Indexed Variable Rate, your energy will be supplied on a month-to-month basis at the then-current Non-Indexed Variable Rate, and either party will have the right to cancel at any time upon written notice consistent with this Agreement.

This Agreement is subject to the eligibility requirements of the Local Utility and NAP may choose not to accept this Agreement for any reason, provided that NAP may not discriminate based on factors specified in the ME PUC rules and must provide a written denial whenever based on consumer-specific information obtained during the application process. At the end of any Fixed Price Period, unless NAP is notified by you, your account will automatically continue on a month-to-month Non-Indexed Variable Rate.

PRICING AND PRODUCT OFFERINGS: NAP provides fixed and variable

rate products to its customers. The Contract Disclosure Statement will specify the product type and the term that applies to your Agreement with NAP. Only applicable sections that describe your specific product type will apply to your Agreement. For each of its fixed rate and variable rate products, NAP purchases Renewable Energy Credits ("RECs") as required to meet any statutory requirements in Maine.

- **Fixed Rate Products.** A fixed rate product may not change during the Fixed Price Period, except pursuant to the change in law provisions in this Agreement. After any Fixed Price Period, unless cancelled or otherwise renewed, the plan will convert to a Non-Indexed Variable Rate plan, which will continue on a month-to-month basis as described below and in Customer's Contract Disclosure Statement. If any Fixed Price Period is renewed, the rate per kWh for electricity will be indicated in the Renewal Notice and guaranteed not to change for the period of time specified in the Renewal Notice, except pursuant to the change in law provisions in this Agreement.
- **Non-Indexed Variable Rate Products.** The rate for monthly Non-Indexed Variable Rate products may be adjusted monthly at the sole discretion of NAP, during Customer's billing cycle based on business and market conditions including, but not limited to, the costs incurred by NAP to procure energy to serve your account, transportation costs, balancing fees, capacity charges, line losses, ancillary service fees, alternative and renewable energy requirements, storage charges, administrative costs, costs to acquire, marketing costs, profit, applicable taxes, and other business and market considerations. If Customer signs up for Supply Service under a Non-Indexed Variable Rate plan, the supply generation service rate will be for a minimum period of 30 days as stated in the Contract Disclosure Statement. Non-Indexed Variable Rates may increase or decrease at NAP's sole discretion. There are no limits to how high Non-Indexed Variable Rates may rise. Your Non-Indexed Variable Rate for each month will be posted on the NAP website (www.napower.com) at least one week in advance of the effective date of such rate.

NAP's price does not include other Local Utility costs, including but not limited to, the price of transmission and distribution, any ancillary charges, cost recovery charge, any other applicable charges imposed by your Local Utility and taxes. You agree to pay the rate stated in the Contract Disclosure Statement, as may be adjusted under the terms of this Agreement, as applied to total usage on your account as reported.

DISCLOSURE LABEL: By law, an electric supplier must make available to residential and small business customers a disclosure label that contains generation resource and emissions information. At any time, you may obtain a copy of the disclosure label by contacting our customer service department as listed in our Contact Information or visiting our website at www.napower.com.

STANDARD OFFER SERVICE: Maine's electric restructuring laws allow retail electricity customers to purchase their electricity supply from a licensed CEP or through Standard Offer Service ("SOS"). Electric customers that are not served by a CEP will automatically have their electricity supplied by SOS. The delivery over transmission and distribution lines continues to be a monopoly service provided by the Local Utility. You may also visit the PUC's website at, http://www.maine.gov/mpuc/electricity/standard_offer_rates/index.html, to find and compare the rates offered by NAP and other CEPs to the standard offer service rate.

RESCISSION: You have the right to rescind this Agreement without obligation, fees or penalties within (a) 5 calendar days from the date of personal or electronic delivery of this Agreement, or (b) within 8 calendar days from the postmarked date when this Agreement is delivered via U.S. Mail. To exercise this right, you should contact NAP

in writing, by phone or electronically at the appropriate number or address listed in the Contact Information section of this Agreement.

RENEWAL NOTICE; NOTIFICATION OF CHANGES: NAP will provide you with advance notice of the renewal of service ("Renewal Notice"), between 30 days and 60 calendar days in advance of end of the Fixed Price Period of your Agreement either by mail or electronically. You will not be charged a termination fee if you reject the proposed renewal terms as described in the Rescission section of this Agreement. Your account will automatically renew at the new price set forth in the Renewal Notice unless you affirmatively notify NAP that you do not accept the renewal offer contained in the Renewal Notice within the Local Utility's time frame to effectuate a change in plan. You will be notified not less than 30 days and not more than 60 days prior to any material changes in its Agreement. You may provide written notice of cancellation or call NAP's Customer Service to cancel, as outlined in the Contact Information section of this Agreement.

BILLING AND PAYMENT: Approximately each month your bill for electricity supplied by NAP, not including the Local Utility's charges for transmitting and delivering the electricity over the Local Utility's system, will be calculated by multiplying (i) the price of electricity by (ii) the amount of electricity used in the billing cycle, as measured by your Local Utility. You will still receive one monthly bill from your Local Utility, which will include charges for Supply Service provided by NAP. You will continue to pay your Local Utility directly on the due date as set forth on the Local Utility's bill. You should direct any questions regarding the bill to your Local Utility at the Contact Information listed below. If you do not pay your bill(s), NAP may terminate your electricity service Agreement under procedures approved by the ME PUC, to the extent permitted by applicable law. Thereafter, if you fail to remit payment owed to NAP in a timely fashion, NAP may report the delinquency to a credit reporting agency. All returned checks will be subject to the maximum fee allowed by law. If NAP invoices you for any unpaid NAP charges, you will pay each invoice in full within 20 calendar days of the invoice date or be subject to a late payment charge of 1.5% per month. For invoices provided by NAP, you acknowledge that NAP's ability to invoice you is dependent on the Local Utility furnishing to NAP all necessary information to comply with ME PUC rules. In the absence of such information, NAP shall have the right to invoice you based on estimated or historical meter readings or other estimated information, calculated in a commercially reasonable manner and subject to later revision based on receipt of actual information. Any resulting adjustments will be reflected as a debit or credit on your subsequent invoice after actual usage information has been determined. Each invoice sent to you shall also be subject to adjustment for errors in arithmetic, computation, meter readings or other errors for a period of time for which the error is being re-billed, or for a period of 3 months following such time the Local Utility may be permitted under law to make such an adjustment, whichever is longer. NAP will pass through to you all reasonable charges related to the collection of past due invoices, including, but not limited to, collection agency fees, legal and court fees, and account termination fees.

EMERGENCY: In the event of an emergency such as a power outage you should call your Local Utility at the contact numbers listed under Contact Information below and local emergency personnel at 911.

ASSIGNMENT: NAP reserves the right to assign this Agreement and the Supply Service with you at the discretion of NAP at any time provided that NAP shall provide prior notice of such assignment as required by applicable law. You may not assign your interests and obligations under this Agreement without the express written consent of NAP. NAP may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof in connection with any financial agreement and may assign this Agreement to another CEP or other entity as authorized by the ME PUC. Any required notice will be considered to have been made if mailed to the appropriate party at the address for such

party in NAP's records for the account.

NOTICE OF PARTICIPATION IN NET METERING: If you currently own or plan to install during the term of this Agreement, eligible renewable electrical generating facilities that will supply all or part of your electricity usage and such generating facility is or will be net metered by the Local Utility, you must notify NAP so we can properly service your account. Failure to notify NAP prior to enrollment may result in immediate return of your account to SOS. Please contact NAP at its Contact Information so we can review your account.

CUSTOMER INFORMATION RELEASE AUTHORIZATION; AND CREDIT: You authorize NAP to obtain and review information including, but not limited to your name, address, telephone number, credit history from credit reporting agencies, and Local Utility information including, but not limited to, consumption and usage history, billing determinants, credit information, payment information, public assistance status, existence of medical emergencies, status as to whether you have a medical emergency, and data applicable to cold weather periods, tax status and eligibility for economic development or other incentives. This information may be used by NAP to determine whether it will commence and/or continue to provide Supply Service to you. Your authorization and execution of this Agreement under applicable law shall constitute authorization for the release of this information to NAP, and to third parties who need to use or be aware of such information in connection with your electric generation services, as well as to its affiliates, agents, contractors and subcontractors for any billing, collection and/or marketing purposes. This authorization will remain in effect during the term of this Agreement. You may rescind this authorization at any time by providing written notice thereof to NAP or calling NAP at its Contact Information. NAP reserves the right to cancel this Agreement in accordance with the termination provisions below in the event you rescind the authorization. If NAP elects not to offer service based on customer-specific information obtained during the application process, NAP will inform you in writing of the reasons for the denial.

CUSTOMER COMPLAINTS AND DISPUTE RESOLUTION: If you have any questions or concerns regarding this Agreement or the Supply Service provided by NAP, you may contact NAP between the hours of 8 AM to 5 PM at (888) 313-9086. Both parties will make every effort to address and resolve any concerns and ordinarily will respond within 48 hours of the contact, except contacts involving the weekend are responded to on the next business day by noon. NAP will orally inform you of the result of its investigation and/or good faith attempts to resolve the complaint, and will orally inform you of your right to complain to the ME PUC Consumer Assistance Division as herein described, if your complaint remains unresolved. If for any reason you are not satisfied with NAP's response, or if you require information regarding consumer protection rights, you may contact the ME PUC Consumer Assistance Division by calling (800) 452-4699, or by sending a letter to: Maine Public Utilities Commission, Consumer Assistance Division, 18 State House Station, Augusta, ME 04333-0018; or by visiting the Commission website at http://www.maine.gov/mpuc/consumer/file_complaint.shtml. **ALL CLAIMS OF ANY KIND ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT THAT ARE NOT RESOLVED THROUGH THIS PROCESS WILL BE HANDLED PURSUANT TO THE BINDING ARBITRATION; CLASS ACTION WAIVER PROVISION BELOW.**

Binding Arbitration; Class Action Waiver. In the unlikely event that you have any complaint or other dispute that is not resolved by NAP or the ME PUC to your satisfaction, or that we have a dispute with you and are unable to resolve it informally, we each agree to resolve such a dispute through binding arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA") or small claims court, instead of before any other court. We each agree to arbitrate solely on an individual basis, and understand and agree that this Agreement does not permit class arbitration or any claims brought as a

plaintiff or class member in any class or representative arbitration proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND NAP ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR TO SUE IN COURT (OTHER THAN AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT AS DESCRIBED HEREIN).

A. Scope. The term "dispute" includes any claim or controversy between you and us concerning or related to your Agreement with us and the electricity or gas supply you receive from us under that Agreement, under any legal theory including contract, warranty, tort, statute or regulation. This includes any dispute concerning arbitrability or the existence, scope, validity, construction or enforceability of this Agreement; such disputes shall be resolved by the arbitrator and you and NAP each waive the right to have these matters resolved by any court, including by a jury trial. Notwithstanding the arbitrator's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the arbitrator has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis.

B. Notice of Dispute. If you have a dispute that has not been resolved by NAP or the ME PUC, send a Notice of Dispute by U.S. Mail to NAP at the NAP Contact Information below with your name, address, contact information, summary of the dispute, and how you would like the dispute resolved. We will do the same with you. If we have not resolved the dispute within 60 days after that notice is sent, either of us may start an arbitration.

C. Small Claims Court Option. As an alternative to arbitration, you may bring an individual case in your county of residence or where you do business, or Fairfield County, CT, if you meet the court's requirements, so long as it remains an individual case in that court. You may, but are not required to, mail us a Notice of Dispute and give us 60 days to resolve the dispute with you before filing in small claims court.

D. Arbitration Procedure. The AAA will conduct arbitration under its Commercial Arbitration Rules or, if you are an individual and the electricity or gas supplied under this Agreement is for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the supply, its Consumer Arbitration Rules, in each case as modified by this Agreement. For more information, see www.adr.org. To start an arbitration, submit the appropriate form available at <https://www.adr.org/Rules> to AAA and mail a copy to us. In a dispute involving \$25,000 or less, any hearing will be by telephone unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your choice of your county of residence or principal place of business or our principal place of business, Fairfield County, CT. The arbitrator may award the same damages to you individually as a court could.

The Customer Complaint and Dispute Resolution and Binding Arbitration; Class Action Waiver provisions shall survive termination or expiration of this Agreement.

CANCELLATION BY CUSTOMER: You may cancel service at any time but will be obligated to pay for the electricity provided to you prior to any termination becoming effective, in accordance with this Agreement, and shall remain responsible for cancellation or early termination fees, as provided herein. **Fixed rate customers may terminate this Agreement by written notification to NAP at least 30 calendar days prior to the intended termination date.** The termination will not become effective until your Local Utility successfully switches you to utility SOS or the new service provider of your choice. Until that occurs, your obligations under this Agreement remain in full force and effect. **If you are a fixed rate customer and wish to**

terminate this Agreement during the Fixed Price Period after the applicable rescission period, NAP will have the right to charge you a cancellation fee of \$100.00. Should you terminate the Agreement prior to selecting another supplier, you will be returned to SOS electricity service. To terminate this Agreement, you should contact NAP as listed in the Contact Information section of this Agreement. **Non-Indexed Variable Rate plans may be terminated at any time and are not subject to cancellation or early termination fees.**

CANCELLATION BY NORTH AMERICAN POWER: NAP may cancel or terminate this Agreement at any time, without penalty, by notifying you in a separate written notice no less than 30 calendar days prior to the termination. If for any reason performance of the Agreement becomes materially uneconomical to NAP or if any change in law causes NAP to no longer have the ability to serve you, NAP may cancel the Agreement upon written notice no less than 30 calendar days prior to the termination. Termination becomes effective upon the processing of NAP's cancellation request by the Local Utility. You will be obligated to pay for the Supply Service provided by NAP pursuant to the Agreement prior to the date that such cancellation becomes effective, including any applicable Local Utility late fees, or other fees or charges. Should NAP terminate the Agreement, you will be returned to SOS electricity service unless you choose another competitive energy supplier.

CANCELLATION FEE: The cancellation fee referred to in this Agreement is not a penalty, but is designed to compensate NAP for the cost of buying electricity in advance on your behalf.

DEPOSIT REQUIREMENTS: Customers are not required to provide a deposit when enrolling with NAP.

LIMITATION OF LIABILITY AND WARRANTY: Under no circumstances shall you or NAP be liable for any punitive, incidental, consequential, exemplary or indirect damages, or damages related to third-party claims, whether such damages or claims are based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement; provided that such limitation shall not affect your obligation to pay any cancellation fee hereunder. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NAP PROVIDES AND YOU RECEIVE NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND NAP SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that your Local Utility and ISO-NE are exclusively responsible for the energy transmission and delivery system, and that NAP has no independent control over your Local Utility's or ISO-NE's systems and will have no liability for any of their acts or omissions.

CHOICE OF LAW: This Agreement shall be construed under and shall be governed by applicable federal law and the laws of the State of Maine without regard to application of its conflicts of laws and principles.

CHANGE IN LAW: This Agreement is subject to present and future legislation, orders, rules, regulations, decisions or tariffs of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder, including but not limited to the Local Utility, the ME PUC, the regional grid operator ("ISO-NE") or federal regulators, including the Federal Energy Regulatory Commission ("FERC") or any of their successors (collectively, "Laws") (any change, or change in interpretation of a Law, a "Change in Law"). If there is a Change in Law, including, but not limited to, a change in capacity charges in New England, which results in NAP being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, or results in an increase in NAP's costs of providing Supply Service to you, NAP may terminate this Agreement in accordance with the termination provisions above and/or adjust its rate/price/term in accordance with any Change in Law.

FORCE MAJEURE: Notwithstanding any other provision of the Agreement, if we are unable to carry out any obligation under the Agreement due to a Force Majeure, the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, so long as we use commercially reasonable efforts to remedy our inability to perform. "Force Majeure" means an event not within our reasonable control that we are unable to prevent or overcome in a commercially reasonable manner by the exercise of due diligence. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the Local Utility or ISO NE; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under our control.

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

CONTACT INFORMATION: North American Power Contact Information is as follows:

Internet address: www.napower.com

Mailing address: 1500 Rankin Road, Ste. 200, Houston, TX 77073

Customer Service Telephone Number: 1-888-313-9086

Customer Service Email: customercare@napower.com

In the event of a power outage, problem with your electric meter or other service need, please contact your Local Utility at the phone numbers listed below:

| Utility | Telephone Number | Emergency Contact |
|-----------------------------|--|---|
| Central Maine Power Company | 800-686-4044 | 800-696-1000 |
| Emera Maine | 207-947-2414 (local) 800-499-660 (out of state) | 207-973-2020 (local) 800-440-1111 (out of state) |

DO NOT CALL REGISTRY. You may opt out of receiving any telemarketing calls by registering with the National Do Not Call Registry online at <https://www.donotcall.gov/register/reg.aspx> or by telephone by calling 1-888-382-1222 from the phone number you wish to register.

NOTICE OF OPT-OUT FEE FOR BUSINESS CUSTOMERS: Your termination of SOS may require the payment of a fee, as required by Chapter 301 of the ME PUC rules. This is a regulatory fee, and it is not imposed by CEPs. You are encouraged to review the applicability of Chapter 301 in advance of accepting service from NAP or any other CEP. **This opt-out fee does not apply to Residential or Small Commercial customers or any customer or account with a demand of 50kW or less pursuant to Chapter 301, Section 2(C)(1), but it may apply to non-residential customers with loads exceeding 20 kW in certain circumstances.** Specifically, the "opt out" rule penalizes customers for repeated movement on and off of SOS. Customers who are receiving SOS and have not been served by a CEP within the previous 12 months are unencumbered to take service from a CEP, and may terminate SOS, at any time. Customers being served by a CEP can return to SOS at any time. However, once a customer returns to SOS after being served by a CEP, it is subject to the opt-out rule. **Once a customer returns to SOS from the competitive market, Customer must remain on the SOS for at least 12 months. Otherwise, an "opt-out" fee may be charged that is equal to two times the amount of Customer's highest SOS bill (charges for one month**

will be estimated if Customer takes SOS service for less than once month).

In accordance with ME PUC rules, you can only be enrolled by CEPs on regular monthly meter read dates. **Therefore, it is your responsibility to ensure that any request to enroll with NAP is submitted on your regular monthly meter reading date.** The accuracy of the enrollment request will ensure that you enroll with NAP as of the date your current contract terminates. If your account is terminated on a date other than the regular monthly meter reading date, you will default to SOS. **If this occurs, you must remain on SOS for at least 12 months before enrolling with another CEP in order to avoid the opt-out fee.**

UCC: Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code ("UCC") of New Hampshire shall govern this Agreement and electricity shall be deemed a "good" for purposes of the UCC.

WAIVER: No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure of either party to exercise any right hereunder shall not constitute a waiver hereunder and shall not impair the exercise of such rights at any later time.

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.

MISCELLANEOUS. You will promptly notify NAP if there are any material changes in your energy consumption. There may be a delay before Local Utility switches your electricity supply to NAP; NAP is not responsible for any such delays.