

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

THESE TERMS OF SERVICE, the Third Party Verification ("TPV"), the Customer's Introductory Letter, Electric Supplier Contract Summary Page, Environmental Disclosure Label, and any Renewal Notice (if applicable)(collectively, the "Agreement") (i) describe Customer's and North American Power and Gas LLC's ("North American Power" or "NAP") responsibilities and, among other things, contain an arbitration clause and class action waiver that waives each of your and North American Power'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) comprise Customer's entire agreement with North American Power and supersede any oral or written statements made in connection with the Agreement or electricity supply. This Agreement authorizes North American Power to change your electric supplier in the territories of Eversource Energy (formerly CL&P) and United Illuminating (each, a "Local Utility") and, by accepting service under this Agreement and not exercising your right to cancel/rescind as described below, you agree to be legally bound without limitation, qualification or change and to abide by this Agreement. You represent that you are at least 18 years old and fully authorized to enter into this Agreement and make changes to the account listed in the Introductory Letter or Contract Summary Page. These Terms of Service have been filed with the Connecticut Public Utilities Regulatory Authority ("PURA"). In this Agreement, the words "we," "us," and "our" refer to North American Power, and the words "you" and "your" refer to Customer.

SERVICE: NAP will supply all the electricity that you need for your home or small business ("Supply Service"). NAP is a retail marketer of electricity and not your Local Utility. The Local Utility will continue to deliver electricity to your home or business ("Distribution Service"), read your meter, provide bill statements to you, and perform any necessary repairs. The Local Utility will also respond to emergencies and they will remain your point of contact in the case of a power outage. If you are currently receiving service from another supplier and your enrollment fails to become effective on your next meter reading, you will be returned to Standard Service.

RIGHT TO CANCEL/RESCISSION: You have the right to cancel or rescind this Agreement without obligation until midnight of the third business day after the date of this Agreement. To cancel or rescind this Agreement, please call us at (888) 313-9086; or e-mail us at customercare@napower.com; or write to us at: 1500 Rankin Rd. Suite 200 Houston, Texas 77073. You will be notified in subsequent required notices when additional notice options are developed and approved by PURA. You are deemed to receive this Agreement the day it is hand delivered to you or within 3 days of NAP mailing the Agreement to you. If you enroll for service via electronic means you are deemed to receive this Agreement at the time of enrollment.

TERM AND EXPIRATION: The initial term ("Initial Fixed Price Period") of this Agreement is shown on the Contract Summary Page. Typically, it takes one bill cycle to switch your supplier, based on whether or not you enrolled at least 10 business days before your meter read date ("Start Date"), and whether you provided accurate account information. Based on your meter read schedule with your Local Utility, your Start Date will begin on the next available meter read date after your Local Utility successfully enrolls or switches your account, and the Initial Fixed Price Period will remain in effect until the meter read date in the last month of the Initial Fixed Price Period ("Initial Fixed Price Period Expiration Date"). There may be a delay before the Local Utility switches your electricity supply to NAP; NAP is not responsible for any such delay. If your enrollment is successful on the date first submitted to the Local Utility, and such submission is within the 10 business days' window before your meter read date, your Initial Fixed Price Period Expiration Date will be as stated in the Contract Summary Page. However, if it is necessary for NAP to correct any reason for

rejection or non-enrollment, the Initial Fixed Price Period Expiration Date of your Initial Fixed Price Period may be adjusted accordingly based on the product selected. Actual meter read dates are determined by your Local Utility, and the exact Initial Fixed Price Period under this Agreement will be determined in accordance with your Local Utility actual meter read dates for your account. This Agreement is subject to the eligibility requirements of the Local Utility, and NAP may choose not to accept this Agreement for any reason. You will be responsible for amounts due to NAP for consumption used by you up to the date that the termination of this Agreement becomes effective. Additionally, if you cancel the Agreement after the right of rescission period and before the end of the Initial Fixed Price Period or any subsequent Fixed Price Period, NAP has the right to charge you an early termination fee as indicated herein and on the Contract Summary Page.

PRODUCT OFFERING: NAP provides fixed rate products. The Contract Summary Page 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. NAP's Standard Product meets the statutory and regulatory requirements for renewable energy content. If you purchase one of NAP's products that includes renewable energy above and beyond Connecticut statutory requirements, NAP will purchase Renewable Energy Certificates ("REC") to match the percentage of such product as indicated on the enclosed Product Content Label. Our purchasing of RECs combines electricity from the grid with national RECs generated by wind, hydroelectric, and other renewable energy facilities. The percentages supplied by each type of resource will be included in your Product Content Label. One REC is equal to one megawatt-hour of electricity generated from an eligible renewable energy source. Residential Customer supply prices do not change based on usage.

Fixed Rate Products. Fixed Rate Products have a term of at least 4 billing cycles. The price of a Fixed Rate Product may not change during the Fixed Price Period of the Agreement. After any Initial Fixed Price Period, this Agreement will automatically continue on a **Fixed Rate** plan ("Renewal Fixed Price Period"; either the Initial Fixed Price Period or the Renewal Fixed Price Period may be referred to as the "Fixed Price Period"), which means your generation rate will remain fixed for the Fixed Price Period offered in each renewal period. If the Agreement 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 End of Fixed Plan notice ("Renewal Notice").

Time of Use Rates ("TOU"). Time of Use Rates may be available to certain residential and small non-residential customers in United Illuminating service territories. A TOU rate includes a two-part fixed price that is designed to encourage the reduction of energy consumption during the most intensive hours of the day. Until further development in the Eversource Energy service territories, TOU rates are not currently available for residential and small nonresidential customers in the Eversource Energy territories. Customers in the United Illuminating service territories interested in TOU rates should contact NAP at 1-888-313-9086 or visit our website at napower.com to determine if TOU rates are available in your area.

PRICING AND FEES: The price for the Supply Service provided under this Agreement is shown in the Contract Summary Page. Following the Initial Fixed Price Period, your price will be NAP's Fixed Rate as indicated in the Renewal Notice. Your Fixed Rate includes the price of energy supply. Your Fixed Rate does not include, and you are required to pay as a separate charge on your bill, any applicable Connecticut sales tax or local tax and Local Utility charges or fees, which include fees for the Local Utility Distribution Service. NAP determines its Fixed Rate offers based on business and market conditions including, but not limited to, the costs incurred by NAP to procure energy to serve your account, estimated transportation costs, balancing fees, capacity charges, line losses, ancillary service fees, alternative and renewable energy requirements, storage charges, administrative costs, profit, applicable taxes, costs to acquire, marketing costs, the applicable Fixed Price Period, and other

business and market considerations. NAP may adjust the Fixed Rate if your meter was not designated as residential or small non-residential Customer upon enrollment or if, during the term of this Agreement, the meter's designation is changed to non-residential. You can compare NAP's rate to your Local Utility's current Generation Service Charge rate and obtain additional Local Utility rate information by contacting the Local Utility at the number listed herein or at: www.energizeCT.com. The term and length of the Local Utility's rates can be found on the each Local Utility's website.

RENEWAL NOTICE; NOTIFICATION OF CHANGES: If NAP decides to renew this Agreement, then no less than 30 days or more than 60 days before the end of any Fixed Price Period, NAP will send you a written Renewal Notice, including a summary of any new or altered terms or conditions that will apply for any Renewal Fixed Price Period, the Fixed Rate that will apply to the Renewal Fixed Price Period, and the Renewal Fixed Price Period length, which shall be a minimum of 4 months. Your Agreement will automatically continue on the Fixed Rate set forth in the Renewal Notice, unless you notify NAP that you do not want to accept the renewal offer before the last day of the Fixed Price Period and within the Local Utility's time frame to effectuate a change in plan; provided that, you will have the right to cancel such renewed agreement within the first two billing cycles of the renewed contract without penalty or cancellation fee. You may provide written notice of cancellation or call NAP's Customer Service as outlined in the Contact Information section of this Agreement. You may also contact your Local Utility to return to Standard Service or choose to enroll with another supplier to cancel service. NAP will send you written notice at least 30 days prior to making any material changes to the Agreement, in which case such changes will become effective unless you notify NAP in writing that you wish to terminate this Agreement. Currently, you may select to be notified by U.S. Mail and/or electronic mail. Until additional methods such as texting, Third Party Notification Service, and a mobile application are approved by PURA, and until you have selected a delivery method for any required notices pursuant to Connecticut law, NAP will continue to provide notices by U.S. Mail.

BILLING AND PAYMENT: You will still receive one monthly bill from your Local Utility, which will include Supply Service provided by NAP. NAP will calculate your bill each month by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity metered/estimated in each billing cycle. The measurement for electricity delivered under this Agreement shall be determined by the meter readings performed and/or estimated by the Local Utility, which shall be solely responsible for the accuracy of such meter readings and/or estimates, and NAP shall have no liability of any kind for errors or inaccuracies in the Local Utility's meter readings and/or estimates. 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), you may be subject to termination of your electricity service under procedures approved by PURA.

EMERGENCY: In the event of an emergency such as a power outage you should call your Local Utility: Eversource Energy (formerly CL&P) at (800) 286-2000 or United Illuminating at (800) 722-5584 and local emergency personnel at 911.

ASSIGNMENT: NAP reserves the right to assign the Supply Service and this Agreement at the sole discretion of NAP at any time. 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 electricity supplier or other entity as authorized by PURA. 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.

NET METERING: If you currently own or plan to install during the term of this Agreement a Class 1 renewable energy generating facility to 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. NAP reserves the right to terminate this Agreement if you fail to provide such notice.

CUSTOMER INFORMATION RELEASE AUTHORIZATION AND CREDIT: You authorize NAP to obtain and review information, including but not limited to your credit history from credit reporting agencies, and Local Utility information including but not limited to consumption history, billing determinants, credit information, payment information, public assistance status, existence of medical emergencies, whether you are elderly, blind or disabled, 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 acceptance of this Agreement shall constitute authorization for the release of this information to NAP. 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 1-888-313-9086. NAP reserves the right to terminate this Agreement in accordance with the termination provisions herein in the event you rescind the authorization.

CUSTOMER COMPLAINTS: If you have any questions or concerns regarding this Agreement or the Supply Service provided by NAP, you can contact us at (888) 313-9086. NAP will make every effort to address your concerns. If for any reason you are not satisfied with NAP's response, you may contact the PURA by calling (800) 382-4586 (toll free) or 1-860-827-2622 (within Connecticut), or by sending a letter to: PURA, 10 Franklin Square New Britain, Connecticut 06051, Attn.: Consumer Assistance and Information Unit; or by visiting the website <http://www.ct.gov/pura>. **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 PURA 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 A COURT (OTHER THAN AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT AS DESCRIBED HEREIN).

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.

Notice of Dispute. If you have a dispute that has not been resolved by NAP or PURA, 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.

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.

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.

This Binding Arbitration/Class Action Waiver section shall survive termination or expiration of this Agreement.

TERMINATION: You shall be obligated to pay for the electricity provided to you according to this Agreement prior to any termination becoming effective. Customers enrolling in new Fixed Rate products may terminate this Agreement by written notification to NAP at least 30 days prior to the intended termination date. The termination will not become effective until your Local Utility successfully switches you to the new service provider of your choice. Until that occurs, your obligations under this Agreement remain in full force and effect. For renewing Customers, during any automatic renewal period, you will have 7 business days after receiving the first bill statement to decline the offer and terminate the Agreement ("Cure Period"). There is no early termination fee or penalty for termination during any renewal period after the expiration of the Initial Fixed Price Period. If you wish to terminate this Agreement during the Initial Fixed Price Period and after the expiration of the applicable rescission period you may be charged an early cancellation fee of \$50.00. You may terminate this Agreement without penalty if you move outside of the service territory and provide a forwarding address and evidence that you no longer occupy the existing service address. NAP may terminate this Agreement at any time upon 30 days' notice to you.

CANCELLATION FEE: The early 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.

ACCEPTANCE: This Agreement shall not become effective until accepted by NAP. This Agreement may be modified from time to time in accordance with PURA rules and shall govern NAP's provision of Supply Service under this Agreement. This Agreement is subject to any future legislation; orders, rules, or regulations of PURA; or tariff or policy changes of the Local Utility. These

changes are beyond the control of NAP, and may impact the terms and/or price of this Agreement.

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, however, that such limitation shall not affect your obligation to pay an early cancellation fee where required under this Agreement. You acknowledge and agree that the 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.

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.

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

CHANGE IN LAW/REGULATORY CHANGES: This Agreement is subject to present and future legislation, orders, rules, regulations, tariffs or decisions 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, PURA, ISO-NE 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 at any time during the term of this Agreement there is a Change in Law that 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 under this Agreement, NAP may terminate this Agreement in accordance with the termination provisions of this Agreement.

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. UCC: Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code ("UCC") of Connecticut 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.

CONTACT INFORMATION: NAP contact information is as follows:

Internet address: www.napower.com

Customer Service Email: customercare@napower.com

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

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

In the event of a power outage, electric meter problem or other service need, contact your Local Utility as listed below:

Local Utility	Customer Service	Emergency
Eversource Energy (formerly CL&P)	1-800-286-2000	1-800-286-2000
United Illuminating	1-800-722-5584	1-800-722-5584