

**NORTH AMERICAN POWER (“NAP”) TERMS OF SERVICE (the “Agreement”)  
20 Glover Avenue, Norwalk, Connecticut 06850**

<b>Price</b>	The current rate is <u>9.14 cents per kWh</u> . Rate applies to all electricity supplied during initial term and does not vary based on usage amount during the initial term or any fixed price or variable price renewal term.
<b>Term</b>	The initial term is for 10 months; thereafter, unless otherwise agreed to, the term is month-to-month at NAP’s then current variable market based rate.
<b>Rescission</b>	Customer has the right to rescind this Agreement without fees or penalties of any kind (a) within 3 business days from the date of personal or electronic delivery of this Agreement and Welcome Letter, or (b) within 5 business days from the postmarked date when this Agreement is delivered via the United States Postal Service. Customer should contact NAP at its contact information listed in Section 13.
<b>Early Termination Fee</b>	If Customer wishes to terminate this Agreement during the Initial Term or any subsequent fixed price Renewal Term after the applicable rescission period, the Customer will pay a cancellation fee equal to the amount set forth in Customer's Welcome Kit. Such fee will be ten dollars (\$10.00) per month for each month remaining on the Agreement.
<b>Renewal</b>	Upon completion of any initial term or any subsequent Renewal Term after the applicable rescission period above, this Agreement will continue on a month-to-month term basis at NAP’s then current variable market based rate until it is cancelled by either Customer or North American Power in accordance with the terms of this Agreement.

**1. Service.** Customer will begin receiving electricity at the time of the first scheduled meter reading by the Electric Distribution Company (“EDC”), unless the EDC establishes a different effective date (“Start Date”). NORTH AMERICAN POWER AND GAS, LLC (“NAP” and/or “North American Power”) shall supply the Customer’s electricity pursuant to this Agreement. By executing, approving and/or not rescinding this Agreement under NAP’s terms, Customer agrees to initiate service and begin enrollment.

**2. Term.** The term of this Sales Agreement shall be fixed for an initial period of 10 months. The term shall commence on the Start Date. Upon completion of any such initial/promotional/renewal term, this Agreement will continue on a month to month term basis on the same terms except that the rate would be NAP’s then current variable market based rate. If NAP materially changes its terms and conditions, other than the change to its variable market based pricing, NAP must obtain Customer’s authorization (written or verifiable oral) after Customer has

received a written notification of the new terms not less than 30 days nor more than 60 days prior to the date of the new terms and conditions (the “Renewal Term”). Customer shall have 3 business days from receipt of the first billing statement of customers Renewal Term to reject renewal terms and cancel renewal agreement (period extended to 5 business days following postmarked date when delivered by United States Postal Service).

**3. Price.** Approximately each month the Customer bill for electricity supplied by NAP, not including the EDC’s charges for transmitting and delivering the electricity over the EDC system, will be calculated by multiplying (i) the price of electricity by (ii) the amount of electricity used in the billing cycle. North American Power’s price for all electricity sold under this Agreement shall be fixed for the term stated above in Section 2. Upon completion of the fixed price term, unless otherwise agreed, the price charged for electricity under this Agreement will be based on a month to month variable market based rate on the method stated above

and market prices for commodity, balancing fees, North American Power fees, profit, line losses plus applicable taxes. NAP's price does not include other EDC costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes.

**4. Agency.** Customer hereby appoints NAP as agent for the purposes of acquiring the supplies necessary to meet Customer's electricity needs and arranging to deliver electricity to Customer.

**5. Title.** All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which for electricity shall be at the New England power grid (New England Independent Systems Operator North American Power load bus), and shall constitute the point at which the sale occurs and title passes from North American Power to the Customer.

**6. Measurement.** The measurement in kilowatt hours of the quantity of electricity delivered under this Agreement shall be determined by the meter readings performed by the EDC.

**7. Billing and Payment.** For each account, Customer will receive one monthly consolidated bill from the EDC with its charges and NAP's charges. The EDC will set the Customer payment due date and provide the payment address. Customer will continue to pay their bill following the EDC's billing and payment policies. Customer payments remitted in response to a consolidated bill shall, to the extent required, be pro-rated in accordance with procedures adopted by the New Hampshire Public Utilities Commission (the "PUC"). If NAP invoices Customer for any unpaid supply charges that have not been paid pursuant to the EDC consolidated billing process and are no longer being billed to Customer by the EDC, Customer will pay each invoice in full within twenty (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, Customer acknowledges that NAP's ability to invoice Customer is dependent on the local EDC furnishing to NAP all necessary information to comply with PUC rule 2004.06. In the absence of such information, NAP shall have the right to invoice Customer 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 Customer's subsequent invoice after actual usage information has been determined. Each invoice sent to Customer 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 three (3) months following such time the local EDC may be permitted under Law to make such an adjustment, whichever is longer. In the event Customer fails to provide payment when due on any EDC bill and/or NAP invoice, NAP shall have the right to terminate commodity service by providing at least ten (10) business days prior written notice to the Customer, at which time the Customer may switch to another competitive electric power supplier or the EDC. A \$25 fee will be charged for all returned payments. NAP reserves the right to

pass along increases in charges which are a result of PUC, EDC, NE-ISO, any regional transmission authority, FERC (Federal Energy Regulatory Commission) orders or actions or any other body having authority.

**8. Electric Assistance Program ("EAP").** EAP is a discount electric rate available to qualifying residential customers by its EDC. If Customer is currently on such a rate with the EDC, we suggest that Customer not enroll with NAP as the program benefits do not apply to NAP's charges. For further information, contact the local Community Action Agency ("CAA") by either calling the PUC at 1.800.852.3793 or visiting the PUC's website at

<http://www.puc.state.nh.us/Consumer/electricassistanceprogram.htm> to obtain contact information based on the County in which Customer's account is located. Additional information regarding EAP and other assistance programs, including Low Income Heating Assistance Program, Neighbor Helping Neighbor and Project Care, can be found on the Office of Consumer Advocate's Assistance Program page located at: <http://www.oca.nh.gov/assistanceprograms.htm>

**9. Cancellation by Customer.** Customer may terminate this Agreement by written notification to North American Power at least thirty (30) days prior to the intended termination date. The termination will not become effective until Customer's EDC successfully switches Customer to the new service provider of Customer's choice. Until that occurs, Customer's obligations under this Agreement remain in full force and effect. If Customer wishes to terminate this Agreement during the Initial Term or any subsequent fixed price Renewal Term after the applicable rescission period, Customer will pay a termination fee equal to the amount set forth in Customer's Welcome Kit. Such fee will be ten dollars (\$10.00) per month for each month remaining on the Agreement. Customer may provide written notice of termination at NAP's address listed in Section 13 or call NAP at 1-888-313-9086 or email NAP at [customer@napower.com](mailto:customer@napower.com). If cancellation is not requested within 10 days of the next meter read, Customer may request a special meter read which is typically subject to a service charge. Customer is liable for all of North American Power's charges while Customer may be returning to the EDC or selecting another supplier.

**10. Cancellation by North American Power.** NAP may cancel or terminate the Agreement at any time, without penalty, by notifying Customer in writing no less than ten (10) business 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 Customer, NAP may cancel the Agreement upon written notice no less than ten (10) business days prior to the termination. Termination becomes effective upon the processing of NAP's cancellation request by the EDC but not earlier than Customer's next meter read date that falls not less than ten (10) business days after issuing the notice. Customer shall be obligated to pay for the electricity supply service provided by NAP pursuant to the

Agreement prior to the date that such cancellation becomes effective, including any applicable EDC late fees, fees or charges. Should NAP terminate the Agreement, Customer will be returned to its EDC's default electricity supply service unless Customer chooses another competitive energy supplier.

**11. Acceptance and Amendments.** North American Power may amend the terms of this Agreement (other than price) at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof.

**12. Emergency Service Contacts.** In the event of an electric power outage or other emergency, Customer should use the following toll-free numbers to directly contact its EDC:

Liberty Utilities (formerly Granite State Electric Co.):

1-800-375-7413

Public Service Company of New Hampshire: 1-800-662-7764

Unitil Energy Systems, Inc.: 1-800-852-3339

**13. Dispute Resolution.** In the event of a billing dispute or a disagreement involving NAP's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact NAP by telephone at 1-888-313-9086 or email at [customercare@napower.com](mailto:customercare@napower.com). Customer may also contact NAP by mail at 20 Glover Avenue, Norwalk CT 06850 ("NAP Address"). A dispute or complaint relating to a residential or small commercial customer may be submitted by either party at any time to the PUC pursuant to its Complaint Handling Procedures ("Procedures") by calling the PUC at 1.800.852.3793 or by writing to the PUC at: New Hampshire Public Utilities Commission, Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord NH 03301-2429 ("PUC Address"), or through its website at: <http://www.puc.state.nh.us>. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

**14. Customer Protections.** The services provided by North American Power to Customer are governed by the terms and conditions of this Agreement. NAP will provide at least 10 days notice prior to the cancellation of service to Customer. Customer may obtain additional information about its rights and responsibilities by contacting North American Power at 1-888-313-9086 or the NAP Address or by contacting the PUC at 1.800.852.3793, or by writing to the PUC at the PUC Address, or through its website at: <http://www.puc.state.nh.us>.

**15. Default Liability.** Under no circumstances shall Customer or NAP be liable for any direct, punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether such claims are based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

**16. Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New Hampshire. This Agreement shall be construed under and shall be governed by

the laws of the State of New Hampshire without regard to application of its conflicts of laws and principles.

**17. No Warranties.** UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NORTH AMERICAN POWER PROVIDES AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND NAP SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**18. Force Majeure.** North American Power will make commercially reasonable efforts to provide electricity hereunder but North American Power does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of North American Power ("Force Majeure Events") may result in interruptions in service. North American Power will not be liable for any such interruptions caused by a Force Majeure Event, and North American Power is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the EDC system, non-performance by the EDC (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond North American Power's control. The term "Force Majeure" as used in this Agreement shall also mean any act or cause not reasonably within the control of North American Power and which by the exercise of due diligence, North American Power is unable to prevent or overcome, including, but not limited to, any act or cause which is deemed a "Force Majeure" by the EDC or any transportation or transmitting entity. If North American Power is rendered unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, we shall give immediate notice to the maximum extent practicable in writing and provide reasonably full particulars to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and North American Power shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. If North American Power claims suspension of obligations, we must in good faith attempt to mitigate and/or terminate the Force Majeure. If at some future date there is a change in any law, rule, regulation or pricing structure whereby North American Power is prevented, prohibited or frustrated from carrying out the terms of the Agreement, then, at the sole discretion of North American Power this Agreement may be cancelled.

**19. 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 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, regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**20. Assignment.** The Customer may not assign its interest or obligations under this Agreement without the written consent of North American Power. North American Power may sell, transfer, pledge, or assign the accounts, revenues, and proceeds hereof in connection with any financial agreement. North American Power may assign this Agreement to another energy supplier, energy services company, or other entity authorized by the PUC. North American Power must provide the Customer 14 days' prior notice before the assignment of this Agreement to another service provider. Upon such assignment, Customer agrees that North American Power shall have no further obligations hereunder.

**21. Authorization.** Customer authorizes North American Power to obtain and review information including, but not limited to the customer's credit history from credit reporting agencies, and EDC information including, but not limited to, consumption history, billing determinants, credit information, payment information, public assistance status, existence of medical emergencies, status as to whether Customer has a medical emergency, has human needs, is elderly, blind or disabled, has a tax status and/or is eligible for economic development or other incentives. This information may be used by North American Power to determine whether it will commence and/or continue to provide energy supply service to Customer. By enrolling with North American Power, Customer is designating North American Power as an appropriate and authorized user of Customer's information to enroll Customer and shall constitute authorization to obtain from time to time all usage, billing, payment history and other related information with respect to customer account from the local EDC. Attempted enrollment online, telephonic enrollment, and/or Customer's execution of this Agreement shall constitute authorization for the release of this information to North American Power. Customer acknowledges that Customer will be invoiced by the local EDC, and that North American Power's ability to collect payment for the electric supply portion on Customer's bill is dependent on the utility furnishing North American Power with the necessary information. Absent such information, North American Power shall have the right to use Customer information to collect any required information for bill collection purposes. North American Power, at its sole discretion, may refuse to accept Customer with a credit score that does not meet or exceed its enrollment criteria. If accepted as a customer, Customer authorizes North American Power to report Customer payment experience to credit reporting agencies. This authorization will remain in effect during the Initial Term and any Renewal Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to North American Power or calling North American Power at 1-800-313-9086. North American Power reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

North American Power considers all such customer information to be confidential, and will not release such confidential customer information that is not otherwise publicly available without written authorization from Customer, except as required by process of court, state, or a state or federal regulatory agency or other legal compulsion.

**22. Deposit Requirements.** NAP may require deposit for certain customers. If a deposit is required, the Customer will be notified by NAP as to the amount and the rate of interest paid on the deposit.

**23. Do Not Call Registry.** Customer 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 Customer wishes to register.