

**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") authorizes North American Power to change your electric supplier in the «UtilityName» ("Local Utility") service territory 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. In this Agreement, the words "we," "us," and "our" refer to North American Power, and the words "you" and "your" refer to Customer.

**CUSTOMER INFORMATION.** You entered into this Agreement on «dateCreated» via In-Bound Telephone Contact. You choose to receive notices from NAP through [U.S. mail at «address1» «address2» «city», «state» «postalCode»]. You may change this method of notification at any time during the term of this Agreement by calling 1-888-313-9086 during the hours described below. You represent that you are at least 18 years old, fully authorized to enter into this Agreement and make changes to the account(s) included in the NAP Supply Services section, which are residential accounts. NAP may adjust the Fixed Price if your meter was not designated as residential upon enrollment or if, during the term of this Agreement, the meter(s) designation is changed to non-residential. You further represent you are not a hardship customer as defined by the Local Utility.

**NAP SUPPLY SERVICES.** NAP will supply all the electricity that you need for your home for account(s): «id» at: «address1» «address2» «city», «state» «postalCode» ("Supply Service"). NAP is a retail marketer of electricity and not your Local Utility. You understand you are not required to switch your electricity supply to NAP. You can call NAP at its toll-free number 1-888- 313-9086 between 8:00 AM and 8:00 PM eastern prevailing time (not including weekends or holidays), email NAP at [customercare@napower.com](mailto:customercare@napower.com), visit [www.napower.com](http://www.napower.com), or send a letter through U.S. mail to North American Power & Gas, LLC, 1500 Rankin Road, Suite 200, Houston, TX 77073. NAP does not represent and is not associated or affiliated with your Local Utility, the State of Connecticut, a state program, or the Public Utilities Regulatory Authority ("PURA").

**RIGHT OF RESCISSION.** You have the right to cancel this service agreement until midnight of the third business day after the date that you receive this written agreement. To cancel this service agreement, you can call us at (888) 313- 9086; or e-mail us at [customercare@napower.com](mailto:customercare@napower.com); or write to us at: 1500 Rankin Rd, Suite 200 Houston, Texas 77073 and provide to NAP your full name and, as applicable, your POD ID or Service Account Number as set forth on your invoices.

**PRICING STRUCTURE.** Your pricing structure is a Fixed Price Plan and includes costs associated with the generation of your electricity supply. The plan will have a fixed price of \$«RateInCents21»/kWh ("Initial Fixed Price") and will be fixed from the «contractStartDate» through the «ContractEndDate» as further described in the "Term" section of this Agreement ("Initial Fixed Price Period").

Thereafter, your plan may convert to another fixed plan ("Renewal Fixed Price") as indicated in the renewal notice (each renewal period, a "Renewal Fixed Price Period"). Together, your Initial Fixed Price and Renewal Fixed Price are described in this Agreement as "Fixed Price." Your Fixed Price does not include, and you are required to pay as a separate charge on your bill, any applicable taxes of whatsoever kind, nature and description, including without limitation Connecticut sales tax or local tax and Local Utility charges or fees, which include fees for the Local Utility to deliver electricity to your home. You understand that you should review the information provided in the Supplier Services section of your most recent bill or review the terms of service with your current supplier or visit your Local Utility's website to compare the NAP electric supply price with your current price for electric supply service.

**Your Local Utility's standard service rate \$0.1356/kWh will be effective until 6/30/2025. You may also learn more about electric generation service in Connecticut by visiting [energizeCT.com](http://energizeCT.com).**

In addition to the price for your electric supply service, you will continue to pay your Utility for delivery service. Contact your Utility for additional information about these delivery charges.

**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.

**CUSTOMER COMPLAINTS/CONTACTING PURA:** 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 SECTION.**

**LATE PAYMENT FEE.** If you do not pay your bill(s), you will be subject to a late payment fee in the amount of 1.5% per month or the highest amount permissible under applicable law, whichever is less. All returned checks will be subject to the maximum fee allowed by law.

**TERMINATION:** You shall be obligated to pay for the electricity provided to you according to this Agreement prior to any termination becoming effective. 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.

**CUSTOMER TERMINATION:** You may terminate this Agreement without an early termination fee or penalty. You may provide written notice of cancellation or call NAP's customer service as outlined in the "Contract 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. There is no early termination fee or penalty for termination during any Renewal Fixed Price Period. It is not considered a termination or early cancellation if you move from one dwelling within the state and remain with NAP.

**NAP TERMINATION:** NAP may terminate this Agreement at any time upon 30 days' notice to you. In that event, no early cancellation fee applies.

**TERM.** The initial term of this Agreement will start on the meter read date following acceptance of an enrollment by the Utility ("Start Date") and end on the later of the first Local Utility meter read date available for de-enrollment on or about «ContractEndDate» or the next meter read date following successful de-enrollment of your account by the Local Utility ("End 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 and Pricing Structure section. 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.

**TIME OF USE RATES ("TOU").** Time of Use Rates may be available to certain 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 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](http://napower.com) to determine if TOU rates are available in your area.

**RENEWAL NOTICE:** 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 Renewal 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 Renewal Fixed Price set forth in the renewal notice, unless you notify NAP that you do not want to accept the renewal offer as outlined in the renewal notice. 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. Please note that the Public Utilities Regulatory Authority's Decision in Docket 14-07-19RE05 prevents suppliers from making changes to residential customer rates less than 32 days prior to the beginning of the billing cycle when the rate will be applied. For that reason, any product or rate changes for NAP's existing residential customers will take two (2) to three (3) billing cycles to take effect.

**NOTIFICATION OF CHANGES:** NAP will send you written notice at least 30 days prior to making any material changes to the Agreement. If you do not provide NAP with express consent to such material change, your Agreement will terminate as outlined in the notice.

**BILLING AND PAYMENT:** You will still receive one monthly bill from your Local Utility, which will include Supply Service provided by NAP. 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.

**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, 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.

**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). THERE IS NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF TO YOU AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. BOTH NAP AND YOU ALSO AGREE THAT:**

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 Consumer Arbitration Rules, as modified by this Agreement. For more information, see [www.adr.org](http://www.adr.org) or call the AAA at 1-800-778- 7879. 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.

If you are unable to pay the AAA filing, administration, and arbitrator fees for any arbitration properly initiated seeking damages up to \$10,000, NAP will pay such amounts. Otherwise, the payment of these amounts will be governed by the AAA Rules.

If the arbitrator issues you an award that is greater than the value of NAP’s last written settlement offer made prior to an arbitration hearing, then NAP will pay me three times the amount of the award; and your attorney twice the amount of attorneys’ fees, and reimburse any expenses reasonably incurred for pursuing your claim in arbitration. If the award in your favor is lower than NAP’s offer then NAP will only pay you the amount of the award. Any arbitration award will be final and binding and judgment confirming the award shall apply only to the specific case to enforce the award in that case.

This Binding Arbitration/Class Action Wavier section shall survive termination or expiration 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. 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.

**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.

**UNIFORM COMMERCIAL CODE:** 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.

**ENTIRE AGREEMENT:** This Agreement comprises Customer's entire agreement with NAP and supersede any oral or written statements made in connection with the Agreement or electricity supply. This Agreement shall not become effective until accepted by NAP.

## **CONTACT INFORMATION:**

### **NAP CONTACT INFORMATION:**

**Internet address:** [www.napower.com](http://www.napower.com)

**Customer Service Email:** [customercare@napower.com](mailto:customercare@napower.com)

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

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

### **LOCAL UTILITY CONTACT INFORMATION:**

The Local Utility will continue to deliver electricity to your home or business, 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.

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

Eversource Energy (formerly CL&P): (800) 286-2000

United Illuminating: (800) 722-5584

In the event of an emergency such as a power outage you should call your Local Utility as listed below or your local emergency personnel at 911:

Eversource Energy (formerly CL&P) at (800) 286-2000 United Illuminating at (800) 722-5584