

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

TERMS OF SERVICE

THESE TERMS OF SERVICE, Customer's Introductory Package, Electric Supplier Contract Summary Page ("Contract Summary Page"), any Environmental Disclosure Label, and any Renewal Notice (if applicable) (collectively, the "Agreement") (i) describe your 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 NAP and supersede any oral or written statements made in connection with the Agreement or electricity supply. This Agreement authorizes NAP to change Customer's electric supplier with Customer's Electric Distribution Company ("Local Utility" or "EDC") and, by accepting service provided by North American Power ("Supply Service") under this Agreement and not cancelling or rescinding, you agree to be legally bound without limitation, qualification or change and to abide by the terms of this Agreement. These Terms of Service have been filed with the Division of Public Utilities and Carriers ("DPUC"). North American Power will supply all the electricity that Customer needs for its home or business. North American Power is a retail marketer of electricity and not Customer's Local Utility. The Local Utility will continue to deliver electricity to Customer's home or business ("Distribution Service"), read Customer's meter, bill Customer, and make repairs. The Local Utility will also respond to emergencies and will remain Customer's point of contact in the case of a power outage. 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.

1. PRICING and PRODUCT OFFERING: NAP provides Fixed and Variable Price 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 Rhode Island statutory requirements, NAP will purchase Renewable Energy Credits ("RECs") to match the percentage of your energy usage 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. For each of the products listed below, this Agreement is a full requirements Agreement. 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 EDC's system, will be calculated by multiplying (i) the price of electricity by (ii) the amount of electricity used in the billing cycle (as determined by the EDC). You agree to pay the Fixed Price stated in the Contract Summary Page or Variable Price, as applicable, as applied to the total usage on your account as reported by the Local Utility each month. The applicable Fixed Price or Variable Price shall apply without limitation due to usage variation. If your electricity is currently supplied by its Local Utility, you may compare NAP's offered rate to the Local Utility's Standard Offer Service rate by referring to the supplier portion of your most recent electric bill, or you can visit the Local Utility's website and/or the DPUC's website to compare rates.

- **Fixed Price Products.** Fixed Price products have a fixed price term as outlined in the Contract Summary Page ("Fixed Price Period"). The price of a Fixed Price product may not change during the Fixed Price Period other than as described in the Change in Law/Regulatory Changes section of

this Agreement. After any Fixed Price Period the plan will automatically convert to a Variable Price, which will continue on a month-to-month basis as described below and in your Contract Summary Page.

- **Variable Price Products.** The rate for Variable Price products may be adjusted monthly at the sole discretion of NAP during your billing cycle. The initial price per kWh for electricity is indicated in your Contract Summary Page. You agree and understand that the Variable Price may change from month-to-month, and that the Variable Price may increase or decrease for any month. The Variable Price will be determined by NAP for each month at its sole discretion 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. You can contact NAP at any time by phone to find out your current Variable Price. The Variable Price charged in any month may be higher than the standard offer rate charged by your Local Utility.

NAP's price under this Agreement (Fixed Price or Variable Price) does not include other Local Utility costs, including but not limited to, the price of transmission and distribution, the system benefits charge, ancillary charges, stranded cost recovery charge, or taxes.

2. TERM: The Fixed Price Period of this Agreement is shown on the Contract Summary Page. The Fixed Price Period begins on the next billing cycle set by your Local Utility following successful enrollment of your account. NAP will begin providing Supply Service when the Local Utility switches your account to NAP on the approximate dates indicated on the Contract Summary Page. This process may take up to 90 days. This Agreement is subject to the eligibility requirements of the Local Utility and NAP may choose not to accept this Agreement for any reason. Additionally, if you cancel the Agreement after the applicable rescission period and before the end of the Fixed Price Period, NAP will have the right to charge you an early cancellation fee as indicated herein and on the Contract Summary Page.

At the expiration of the Fixed Price Period, this Agreement will automatically continue month-to-month at the then-current Variable Price until the Agreement is cancelled by either party pursuant to the Cancellation provisions in this Agreement. You may cancel this Agreement as of the end of the Fixed Price Period by providing written notice of cancellation, calling NAP's Customer Service as outlined in the Contact Information section of this Agreement or switching to another retail supplier at least 30 calendar days prior to the end of the Fixed Price Period.

3. CANCELLATION:

- i. **CANCELLATION BY CUSTOMER:** You shall be obligated to pay for the electricity provided to you under this Agreement prior to any termination becoming effective. You 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 the new service provider of your choice. Until that occurs, your obligations under this Agreement remain in full force and effect. If you 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. Such fee will be \$10.00 per month for each month remaining in the Fixed Price Period, but will not exceed \$50.00. Should you terminate the Agreement prior to selecting another supplier, you will be returned to your Local Utility's default electricity supply service. To terminate this Agreement, you should contact NAP as listed in the Contact Information section of this Agreement. There

is no cancellation fee for Variable Rate customers. If a residential customer moves from one service location to another within the state and remains a customer of NAP, such service change is not considered a cancellation and the Customer will not be charged a cancellation fee.

ii. CANCELLATION BY NORTH AMERICAN POWER: NAP may cancel or terminate this Agreement at any time in its sole discretion for any reason, without penalty, by notifying you in writing no less than 30 calendar days prior to the termination. If for any reason performance of the Agreement becomes materially uneconomical to NAP, 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 shall 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 your Local Utility's default electricity supply service unless you choose another supplier.

iii. CANCELLATION FEE; NO PHYSICAL DISCONNECTION: 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. NAP may not physically cut off your electric service.

4. BILLING, PAYMENT AND FEES: 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 herein. If you do not pay your Supply Service charges in full by the due date on your Local Utility bill, after any such due date, you will be subject to a late payment fee on any unpaid balance in the amount of 1.5% per month or the highest amount permissible under applicable law, whichever is less. Further, IF YOU DO NOT PAY THE TOTAL INVOICED BALANCE ON YOUR BILL(S) BY THE DUE DATE, INCLUDING ANY PAST DUE CHARGES FOR ELECTRICITY SUPPLIED TO YOU BY NAP, NAP MAY TERMINATE YOUR ELECTRICITY SERVICE AGREEMENT UNDER PROCEDURES APPROVED BY THE DPUC, TO THE EXTENT PERMITTED BY APPLICABLE LAW AND UPON PROVIDING YOU WITH NOT LESS THAN 10 CALENDAR DAYS PRIOR WRITTEN NOTICE. IF AT ANY TIME YOU ENTER INTO A PAYMENT PLAN AND/OR BUDGET BILLING ARRANGEMENT WITH YOUR LOCAL UTILITY, YOU MUST NOTIFY NAP WITHIN 15 DAYS OF ENTERING THE PLAN. Outstanding balances owed to NAP may not be included in any payment or billing arrangement between you and your Local Utility, and may appear as a separate balance or line item from charges owed to the Local Utility. You remain obligated to pay NAP in full for the Supply Service charges on your bill. You agree to allow the Local Utility to share your payment history and related payment information for the purpose of determining any amounts owed to NAP and if any such payment arrangement amounts will be sufficient to pay NAP Supply Service charges. NAP will use this information to determine, in its sole discretion, whether it wants to continue serving you, or will terminate Supply Service. If you fail to remit payment owed to NAP in a timely fashion, we 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 DPUC 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. If you have trouble paying your bills, several programs are available to help you. You can contact your Local Utility and/or DPUC for more details on these programs. NAP reserves the right to pass along increases in charges which are a result of a Change in Law as described in the Change of Law/Regulatory Change Section of this Agreement.

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

6. BUDGET PLAN: At this time, NAP does not offer budget plans.

7. DISPUTE RESOLUTION: If you have any questions or concerns regarding this Agreement or the Supply Service provided by NAP you can contact us between the hours of 8AM to 5PM by telephone at 1-888-313-9086 or email at customer@napower.com. You may also contact NAP by mail at 20 Glover Avenue, Norwalk, CT 06850 ("NAP Address"). 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 DPUC at 401-780-9700, or write to the DPUC at 89 Jefferson Boulevard, Warwick, RI 02888 or online at <http://www.ripuc.org/consumerinfo/filecomplaint.html>. **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.**

7a. 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 DPUC 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).

i. 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.

ii. NOTICE OF DISPUTE. If you have a dispute that has not been resolved by NAP or the DPUC, send a Notice of Dispute by U.S. Mail to NAP at the NAP Contact Information herein 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.

iii. 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, Connecticut, 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.

iv. 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, Connecticut. The arbitrator may award the same damages to you individually as a court could. This agreement to arbitrate shall survive termination or expiration of this Agreement.

8. CONTACT INFORMATION:
North American Power contact information is as follows:
North American Power and Gas, LLC
Telephone: 1-888-313-9086
Email: customercare@napower.com
Customer may also contact NAP by mail at 1500 Rankin Road, Ste. 200, Houston, TX 77073
In the event of a power outage, problem with Customer's electric meter or other service need, please contact your Local Utility at the phone numbers listed below:

Utility	Telephone Number	Emergency Contact
National Grid	1-800-870-1664	1-800-640-1595

Customer may contact the DPUC at (401) 780-9700, or write the DPUC at 89 Jefferson Boulevard, Warwick, RI 02888 or online at: <http://www.ripuc.org/consumerinfo/filecomplaint.html>.

9. METHODS OF CANCELLATION: You may contact NAP to exercise your right to cancel as described in this Agreement by telephone at 1-888-313-9086, or in writing at 20 Glover Avenue, Norwalk, CT 06850, or by email at customercare@napower.com.

10. ONSITE GENERATION: If you currently own or plan to install during the term of this Agreement, onsite generation units (such as solar panels), you agree to provide NAP with prior written notice so we can determine whether and how we can properly service your account.

11. NATIONAL GRID SERVICE ADJUSTMENT: National Grid customers receiving Standard Offer Service under the Fixed Price Product who leave National Grid for a competitive supplier, like NAP, may be subject to a National Grid billing adjustment. If a National Grid billing adjustment is applied, it will appear on your last bill from the Local Utility, and may be a credit or a charge to your Standard Offer Service bill, depending on National Grid rates at the time. NAP is not responsible for the National Grid's Standard Offer Service Billing Adjustment and does not receive these charges. Please go to <http://www.ripuc.org/utilityinfo/electric/compfaq.html> for specifics or additional information.

12. RESCISSION: You have the right to cancel this Agreement without obligation, fees or penalties within 3 days after the date

of personal, electronic delivery or from the postmarked date when this Agreement is delivered via U.S. Mail. You may contact NAP at its contact information listed in the Contact Information section of this Agreement to cancel.

13. RENEWAL; NOTIFICATION OF CHANGE: At the expiration of the Fixed Price Period, this Agreement will automatically continue month-to-month at the then-current Variable Price until the Agreement is cancelled by either party pursuant to the Cancellation provisions in this Agreement. NAP will provide you with renewal notification 30 to 60 days prior to the expiration of any Fixed Price Period ("Renewal Notice"). In this notification, NAP will remind you of the existing Fixed Price Period expiration date and will provide information regarding your options to renew or continue on another NAP product. If NAP materially changes its terms and conditions other than variable pricing, NAP will notify you of any such change. Unless you notify us otherwise within 3 business days, you are deemed to have accepted the changes as notified. You may cancel by providing written notice to NAP calling NAP's Customer Service as outlined in the Contact Information section of this Agreement.

14. 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 history and related information, public assistance status, existence of medical emergencies, status as to whether you have a medical emergency, 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 execution of this Agreement shall constitute authorization for the release of this information to NAP its affiliates, agents, contractors and subcontractors, 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 NAP's affiliates, agents, contractors and subcontractors for any billing, collection and/or marketing purposes. This authorization will remain in effect during the entire term of this Agreement. You may rescind this authorization at any time by providing written notice thereof to NAP or calling NAP as listed in the Contact Information Section of this Agreement at 1-888-313-9086. NAP reserves the right to cancel this Agreement in accordance with the termination provisions herein if 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.

15. EMERGENCIES AND POWER QUALITY: The Local Utility will continue to operate the electric transmission lines and be responsible for power outages and quality. You will hold NAP harmless in the event of a loss of power caused by any entity other than NAP. If you have an electrical emergency, power outage, or reduction in power quality, contact the Local Utility at its emergency number on your invoice and/or local emergency personnel at 911.

16. 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 this limitation shall not affect your obligation to pay a cancellation fee if required under this Agreement. 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 the 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, NORTH AMERICAN POWER 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.

17. AGENCY: You hereby appoint NAP as agent for the purposes of acquiring the supplies necessary to meet your electricity needs and arranging to deliver electricity to you.

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

19. CHANGE OF LAW/REGULATORY CHANGES: This Agreement is subject to present and any future legislation, orders, rules and regulations, and tariff or policy changes 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 Rhode Island Public Utilities Commission, 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 above or adjust its rate/price to reflect any increases associated with such Change in Law upon 30 days' written notice to you.

20. 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 EDC 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.

21. TAXES: 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.

22. ASSIGNMENT: NAP reserves the right to assign the Supply Service and this Agreement at the sole discretion of NAP at any time without notice. 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 the DPUC and other applicable laws. 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. Upon such assignment, you agree that NAP shall have no further obligations hereunder.

23. CHANGE OF RESIDENCE/SERVICE LOCATION: You must notify both your Local Utility and NAP 45 days in advance of a change in your residence service location or business address. A final meter read will be made at your old service location/address, the account at such service location/address will be closed, and you will be responsible to pay for the electricity delivered to such service location/address until the effective date of such termination.

24. NOTICES: At the time of enrollment, you can select the method of written notice you wish to receive. You have the option to change the method of

notification at any time during the term of this Agreement. If you do not select a method of notification, at its sole discretion, NAP may select an option for you.

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

26. 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.

27. 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. No partial performance, delay or failure on the part of NAP to exercise any rights under this Agreement and no partial or single exercise of rights shall constitute a waiver of such rights or any other rights under this Agreement.

28. MISCELLANEOUS: You will promptly notify NAP if there are any material changes in your energy consumption.