
TERMS OF SERVICE – NEW HAMPSHIRE RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS

The following is the Terms of Service ("Agreement") between Twin Cities Power, LLC, doing business as Town Square Energy, and its Customers for the purchase of residential or small commercial electric service in New Hampshire. Town Square Energy is licensed by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity supply service as a competitive electric power supplier ("CEPS") throughout New Hampshire. The words "we", "us", and "our" and "TSE" refer to Town Square Energy, and the words "you" and "your" refer to the Customer. TSE agrees to sell, and you agree to buy the quantity of electricity delivered to you, as measured or estimated by your local distribution company ("LDC").

This Agreement is subject to any future legislation passed by the State of New Hampshire; orders, rules, or regulations promulgated by NHPUC; or the tariffs or policies of your LDC. These changes are beyond the control of TSE, and may impact the terms or price of energy under this Agreement.

This Agreement reflects the entire agreement between you and TSE, and supersedes any oral or written statements made in connection with your service from TSE. Any changes to this Agreement must be made in writing. Retain this agreement for your records.

CONTACT INFORMATION: In the event of an emergency or power outage you should call the utility company that supplies power to your local area:

Liberty Utilities:

- To report outages, call 1-800-465-1212
- For those with life sustaining equipment in their home, call 1-800-322-3223

New Hampshire Electric Cooperative (NHEC):

- To report outages or other emergencies, call 1-800-343-6432

Public Service Company of New Hampshire (PSNH):

- To report outages, call 1-800-662-7764

Unitil Energy Systems (UES):

- To report Capital Region outages, call 1-800-852-3339
- To report Seacoast Region outages, call 1-800-582-7276

For questions concerning your rate, service initiation, or service cancellation, please contact TSE using the following contact information:

Town Square Energy

16233 Kenyon Avenue, Suite 210, Lakeville MN 55044

Customer Service: 1-877-430-0093, Fax: 1-952-898-3571

customercare@townsquareenergy.com

www.townsquareenergy.com

ACCESS TO CUSTOMER INFORMATION: By entering into this agreement, you agree that your LDC may release to us certain information that we need to provide you with service, including but not limited to

your address, telephone number, account numbers, historical usage information, peak electricity demand, and payment history. We will not give or sell your information to any unaffiliated third party without your consent unless we are required to do so by law.

NATIONAL DO NOT CALL REGISTRY: The National Do Not Call Registry gives you a choice about whether to receive telemarketing calls at home. [Most telemarketers](#) should not call your number once it has been on the registry for 31 days. If they do, you can [file a complaint](#) at this website. You can register your home or mobile phone for free [here](#) or by calling 888-382-1222 from the phone you wish to register.

SERVICE: TSE will supply all the electricity that you need for your home or business. TSE is a retail marketer of electricity and not your LDC. Your LDC will continue to deliver electricity to your home or business, read your meter, bill you, and make repairs. The LDC will also respond to emergencies and they will remain your point of contact in the case of power outage.

SERVICE INTERRUPTION: You acknowledge and understand that your LDC remains responsible for delivery of electrical power to you. In no event shall TSE or any person or entity affiliated with TSE be deemed responsible for service interruption or any other problem with the delivery of electrical power to you.

RIGHT TO RESCIND: You have the right to rescind this agreement without penalty within 3 business days of your receipt of our written confirmation of this Agreement by electronic means or within 5 business days if such confirmation is delivered by U.S. mail. To rescind the Agreement, contact us by telephone at 1-877-430-0093 or send an e-mail to customercare@townsquareenergy.com. Any cancellation after the appropriate rescission period shall be subject to the "Cancellation/Termination" provisions contained in this Agreement.

SERVICE TERM: This agreement will be effective for each account, commencing upon the first day following the expiration of your rescission period. Depending on which plan you have selected, your service under this Agreement is provided under either a fixed rate ("term") product or a variable rate ("month-to-month") product. If you are a new Customer, your selected product will become effective on the day your service begins with TSE, which coincides with the date your meter is read by the LDC. Because this date is determined by your LDC, TSE is not able to commit to a specific date for the commencement of service. If you are currently a TSE Customer and are switching to another product, your selected product will become effective on the next meter read date following your request to switch to the new plan. If you have a fixed term agreement with us and it is approaching the expiration date, you will receive written notification from us within 60 days of expiration date of the "initial term" as described in your Welcome Letter from TSE in which we will explain your options to you.

PRODUCT DESCRIPTIONS & PRICING: For Customers on a fixed rate plan, the rate you pay TSE for generation service is described in Exhibit A. Customers on a variable rate plan will find updated pricing related to their product on TSE's website, www.townsquareenergy.com. In each case, pricing reflects "full requirements" electric service which does not include: other costs, including but not limited to,

the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes.

- **Monthly Variable Rate:** You can expect your rate to change on a monthly basis. The initial rate is specified in your Welcome Letter. You will find updated pricing information on our website, www.townsquareenergy.com. The term of service is month-to-month and there is no cancellation or change fee. Customers on a monthly variable rate may elect to switch to another one of TSE's products at any time free of charge.
- **Variable Rate:** You can expect your rate to change within a given billing cycle. The initial rate is specified in your Welcome Letter. You will find updated pricing information on our website, www.townsquareenergy.com. The term of service is month-to-month and there is no cancellation or change fee. Customers on a variable rate may elect to switch to another one of TSE's products at any time free of charge.
- **Fixed Rate:** Your rate is fixed for the initial term as specified in Exhibit A. Your initial term begins on the date of the first meter read after the LDC has accepted your enrollment with TSE. Depending on your billing cycle, it may take 60 days or longer before you receive a bill reflecting TSE as your new energy provider at your initial rate. You will be notified when your initial term is within 60 days of expiration and offered a chance to select a new energy product to begin service immediately following expiration of your initial term. Current product offerings may always be found our website, www.townsquareenergy.com. Customers that do not choose a new product will be automatically placed in TSE's monthly variable rate product at the then applicable rate at the expiration of their initial term. There are no fees to cancel during the initial term.
- **Promotional Rate:** Your initial fixed rate and term are specified in the details of your Welcome Letter, and the rate will then automatically revert to the monthly variable rate. Going forward, customers will find updated pricing information on our website, www.townsquareenergy.com. The term of service is month-to-month and there is no cancellation or change fee. Customers on a monthly variable rate may elect to switch to another one of Town Square Energy's products at any time free of charge.
- **100% Renewable Rate:** Customers choosing the 100% renewable add-on to their standard product should read the product descriptions for TSE's monthly variable rate, variable rate, or fixed rate products to understand their energy service. TSE will procure and retire renewable energy credits (RECs) to offset 100% of the energy usage for each Customer selecting the 100% renewable option. Renewable energy facilities generating the RECs will vary, and may include a combination of regional or national sources such as wind, renewable biomass, solar, or small-scale hydro. Further details regarding sources of renewable energy may be included in the Environmental Disclosure Label.

BILLING AND PAYMENT: You will receive one monthly bill from your LDC that includes TSE's generation charge and your delivery charges, each with taxes thereon. You will make payments for both the TSE generation charge and the delivery charges directly to your LDC in accordance with your LDC's

payment terms. Please consult your LDC's tariffs for information regarding late fees on delinquent payments, termination of service for non-payment, security deposits, payment arrangement plans, and other payment and credit terms.

LOW INCOME CONSUMERS: If you are having trouble paying your utility bills, there are several programs that can help you afford them. Funding is limited for many of these programs and interest in them is high. As a result, some programs may have waiting lists.

- [Electric Assistance Program](#)
- [Fuel Assistance Program](#)
- [Weatherization Assistance Program](#)
- Eligible customers of National Grid, PSNH, and UES should apply for assistance from the [Neighbor Helping Neighbor](#) program through their local [Community Action Agencies](#):
 - Belknap and Merrimack Counties - [Community Action Program Belknap-Merrimack Counties Inc.](#)
 - Rockingham County - [Rockingham Community Action Inc.](#)
 - Hillsborough County - [Southern New Hampshire Services, Inc.](#)
 - Cheshire and Sullivan Counties - [Southwestern Community Services](#)
 - Strafford County - [Strafford County Community Action](#)
 - Coos, Carroll, and Grafton Counties - [Tri-County Community Action](#)
- [Project CARE](#) - Project Care is for customers of NHEC only.

In addition, you may be able to get help from other programs managed by the New Hampshire [Department of Health and Human Services](#), your city or town, local churches, and the Salvation Army.

WINTER DISCONNECTION RULES: During the winter months, there is increased protection for New Hampshire customers of electric, natural gas, and steam utilities. While customers can still be disconnected if they fail to make payments on their bills, it is more difficult to be disconnected in the winter time. See [New Hampshire's winter disconnection rules](#).

CANCELLATION BY YOU: To cancel this agreement, you may call or fax TSE at the contact information provided above. If you purchased a fixed-rate product, you agree to remain a Customer of TSE until the initial term expires. When you cancel service, you agree to pay for the services provided by TSE through the date you are switched to another electric supplier or returned to the LDC for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date that follows the date on which TSE gives the LDC notice of your cancellation request. You are responsible for all charges incurred through the date on which cancellation is effected by the LDC.

TERMINATION BY TSE: in accordance with applicable laws, rules, and regulations, including those governing termination of service, TSE reserves the right to terminate this Agreement if: 1) you fail to make timely payment of TSE's generation charge to your LDC; 2) your LDC is unable to read your meter for 3 consecutive months; or 3) there is a change in any law, regulation, market rule, or tariff that materially impairs TSE's ability to fulfill its obligations under this Agreement. We will provide you with at least 15 days prior written notice of our intent to terminate this Agreement for any of the reasons specified above. In addition we reserve the right to terminate this Agreement at any time for our

convenience with advance written notice to you of at least 30 days. Upon termination of the Agreement by you or us, you will be responsible for all TSE generation charges incurred hereunder until your account is transferred to the LDC's standard service or to another competitive electricity supplier.

COMPLAINTS AND DISPUTE RESOLUTION: Please contact a TSE customer service representative by telephone at 1-877-430-0093 or via email at customercare@townsquareenergy.com if you have questions or complaints regarding your bill or our service. If you are not satisfied with our attempt to resolve the problem, you may seek assistance from the NHPUC or request information from the NHPUC regarding your consumer protection rights under this Agreement. If you remain dissatisfied following the TSE supervisory review, you may address your concerns to:

New Hampshire Public Utilities Commission Consumer Affairs Division

21 South Fruit Street, Suite 10

Concord NH 03301-2429

1-800-852-3793 (within NH only) or 603-271-2431

Monday through Friday from 8:00 am to 4:30 pm

<http://www.puc.nh.gov/ConsumerAffairsForms/complaintfrm.aspx>

TSE retains records of all customer complaints and uses this data to inform and improve our customer service.

ASSIGNMENT: This Agreement shall extend to and be binding upon our respective successors and permitted assigns; provided, however, that you may not assign this Agreement without our prior written consent. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement or any proceeds thereof in connection with any financing agreement, purchase of receivables program, or other billing services arrangement. In addition, we may assign our rights and obligations hereunder to an affiliate of TSE, any person or entity succeeding to all or substantially all of the assets of TSE, or to a competitive supplier licensed to do business in New Hampshire. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, TSE shall have no further obligations hereunder.

LIMITATIONS OF LIABILITY: TSE's liability in connection with this Agreement shall not exceed the amount of your largest monthly invoice for electric generation service during the twelve (12) months immediately preceding termination of this Agreement. Except as otherwise provided herein, neither party shall be liable to the other for any indirect, special, consequential (including lost profits or revenues), incidental, indirect, or punitive damages for claims arising hereunder.

FORCE MAJEURE: TSE will not be responsible for providing electricity supply service to you in the event of circumstances beyond its control such as events of *force majeure* as defined by the LDC or any transmitting entity, including acts of terrorism, sabotage, or acts of God.

ACCEPTANCE: This Agreement shall not become effective until accepted by TSE.

Exhibit A
For Fixed Rate Customers Only

Your fixed rate for the initial term is ___.