

Energy Rewards

NHPUC 6NOV15AM9:09

November 4, 2015

New Hampshire Public Utilities Commission
Debra Howland, Executive Director
21 South Fruit Street, Suite 10
Concord, N.H. 03301-2429

Sent via FedEx, Tracking Number: 774897677713

**RE: EVERYDAY ENERGY, LLC D/B/A ENERGY REWARDS APPLICATION FOR
LICENSE AS A COMPETITIVE ELECTRIC POWER SUPPLIER**

Ms. Howland,

Enclosed please find:

- An original application
- Two (2) copies of the application
- CD-ROM formatted correctly with the application
- Surety bond
- And check for \$500 for the registration fee

Please note that Everyday Energy, LLC d/b/a Energy Rewards (“Energy Rewards”) plans to complete Supplier Training with the Public Service Commission of New Hampshire in the near future. Our electric data interchange (EDI) testing with the utilities is pending. We have contracted with ECI for all EDI transaction needs.

Also please find enclosed a copy of our Good Standing letter from NEPOOL.

If you have any questions please do not hesitate to contact me by email at ccammarano@criusenergy.com or by phone at 203-883-7796.

Thank you!

Best,



Carrie Cammarano
Counsel



October 12, 2015

Carrie Cammarano
EVERYDAY ENERGY, LLC DBA ENERGY REWARDS
1055 Washington Blvd.
Stamford, CT 06901

RE: Surety: WESTCHESTER FIRE INSURANCE COMPANY
Bond No.: K09328579
Type: Competitive Electric Power Supplier - RENEWAL NEW BOND
Amount: \$ 100,000.00
Obligee: NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Dear Carrie:

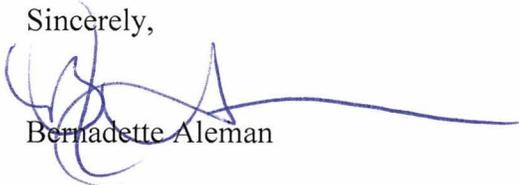
Enclosed is the captioned bond which has been issued for the period of 10/12/15 to 10/12/16.

Please be sure to have the bond signed by a duly authorized officer and affix the corporate seal prior to filing with the obligee.

Our invoice in the amount of \$ 1,500.00 for the premium term 10/12/15 to 10/12/16 will follow under separate cover.

If you should have any questions or if I may be of further assistance, please do not hesitate to call me at (213) 630-3200.

Sincerely,



Bernadette Aleman

enclosures
Record # 2532966

cc: WESTCHESTER FIRE INSURANCE COMPANY

BOND NO. K09328579

PREMIUM: \$1,500.00

KNOW ALL MEN BY THESE PRESENTS THAT WE,

EVERYDAY ENERGY, LLC dba ENERGY REWARDS

as Principal, and Westchester Fire INSURANCE COMPANY, a corporation duly organized and doing business under and by the virtue of the laws of the State of Pennsylvania, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the said State, as Surety, are held and firmly bound unto

New Hampshire Public Utilities Commission

(Hereinafter called the Obligee)

in the sum of One Hundred Thousand and 00/100

Dollars (\$ 100,000.00)

for the payment whereof well and truly to be made we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas, the above bounden PRINCIPAL has made application for a license to the Obligee to offer, render, furnish or supply electricity or electric generation services to the public.

NOW THEREFORE, the Principal must act in accordance with Section PUC 2003.01(d)(4)(2) of the New Hampshire Code of Administrative Rules, to assure compliance with applicable provisions of the Public Utility Code Section PUC 2003.03 Reporting and Financial Requirements of Competitive Electric Power Suppliers, and the rules and regulation of the New Hampshire Public Utility Commission by the Principal as a licensed electric supplier to ensure the payment of Gross Receipts Tax as required by Section PUC 2003.01(d)(4)(2).

NOW THEREFORE, if the Principal shall during the period commencing on the aforesaid date, faithfully observe and honestly comply with such rules, regulations and statutes that are applicable to an Competitive Electric Power Supplier license in the State of New Hampshire and fulfills its obligation to pay the Gross Receipts Tax to the State of New Hampshire, and to deliver electricity at retail in accordance with contracts, agreements and arrangements, require the execution of this bond, then this obligation shall become void and of no effect.

PROVIDED, HOWEVER,

1. The effective date of this bond is 10/12/2015 and 10/12/2016. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default by the Principal, the Surety shall be liable only for damages incurred by Obligee up to termination date of this bond.

3. No claim shall be had or maintained against the Surety on this instrument unless such be brought or instituted and no suit shall be maintained against the Surety unless it be brought within three (3) months from the termination or expiration date of the bond.

4. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.

5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.

6. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, the Obligee shall return this bond, certified mail or express courier, to the Surety at its address at:

Failure to return the bond as described above shall constitute Obligee's acceptance of the terms and conditions, herein.

SIGNED AND SEALED THIS 12th day of October 15

EVERYDAY ENERGY, LLC dba ENERGY REWARDS

By _____

Surety Company

Westchester Fire Insurance Company

By:  _____
Bernadette Aleman, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

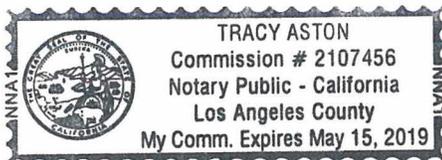
State of California

County of Los Angeles

On OCT 12 2015 before me, Tracy Aston, Notary Public, personally appeared Bernadette Aleman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(ies), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

Tracy Aston, Notary Public

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

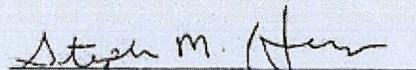
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Bernadette Aleman, Daravy Mady, Edward C Spector, James Ross, K D Conrad, Misty Wright, Nathan Varnold, Renato F Reyes, Simone Gerhard, Tom Branigan, Tracy Aston, all of the City of LOS ANGELES, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifty million dollars & zero cents (\$50,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 18 day of August 2015.

WESTCHESTER FIRE INSURANCE COMPANY

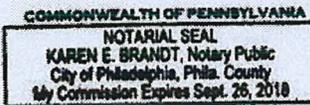



Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 18 day of August, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

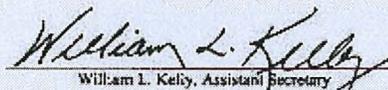



Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of **OCT 12 2015**




William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 18, 2017.



Form for Initial and Renewal Registration of Competitive Electric Power Suppliers.

As required by Puc 2003.01(a), Puc 2003.02(b) and Puc 2006.01, Everyday Energy, LLC d/b/a Energy Rewards submits the following:

(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, its website address;

Everyday Energy, LLC d/b/a Energy Rewards
<https://comcastenergyrewards.com/>

(2) The applicant's business address, telephone number, e-mail address, and website address, as applicable;

Everyday Energy, LLC
1055 Washington Blvd., 7th Floor
Stamford, CT 06901
203-663-5089
bclay@criusenergy.com
<https://comcastenergyrewards.com/>

(3) The applicant's place of incorporation, if anything other than an individual;

Everyday Energy, LLC is organized under the laws of Nevada.

(4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual;

Please see Exhibit 1.

(5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:

a. The name, business address and telephone number of the entity;

FairPoint Energy
1055 Washington Blvd., 7th Floor
Stamford, CT 06901
203-663-5089

b. A description of the business purpose of the entity; and

FairPoint Energy acts as a competitive electric power supplier in New Hampshire, operating under License Number: DM 14-024.

c. A description of any agreements with any affiliated New Hampshire utility;

n/a

(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;

Anthony Povio, Director, Customer Care Operations
6469 102nd Ave. North
Pinellas Park, FL 33782
727-399-6455
support@energyrewardscare.com

(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries;

Barbara Clay, EVP & General Counsel
1055 Washington Boulevard, Seventh Floor
Stamford, CT 06901
203-663-5079
bclay@criusenergy.com

(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;

Corporation Service Company d/b/a Lawyers Incorporating Service
14 Centre Street
Concord, NH 03301

(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;

Please see Exhibit 2.

(10) A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service;

Applicant intends to provide service to all possible utility franchise areas in New Hampshire.

(11) A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served;

Energy Rewards will supply electricity to residential, commercial, and industrial customers in New Hampshire as a Competitive Electric Power Supplier:

Customer Class	Commodity	Product
Residential	Electricity	Fixed, Variable
Commercial	Electricity	Fixed, Variable
Industrial	Electricity	Fixed, Variable

(12) A listing of the states where the applicant currently conducts business relating to the sale of electricity;

Please see Exhibit 3.

(13) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity;

Please see Exhibit 4.

(14) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court:

- a. For partnerships, any of the general partners;
- b. For corporations, any of the officers, directors or controlling stockholders; or
- c. For limited liability companies, any of the managers or members;

Applicant nor any of the applicant's principals, have ever been convicted of any felony that has not been annulled by a court.

(15) A statement as to whether the applicant or any of the applicant's principals: regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;

- a. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or
- b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or
- c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

n/a

(16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;

n/a

(17) For those applicants intending to telemarket, a statement that the applicant shall:

- a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;
- b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and
- c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry;

(18) For those applicants that intend not to telemarket, a statement to that effect;

In the event Applicant engages in telemarketing, Applicant agrees to maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing, obtain monthly updated do-not-call lists from the National Do Not Call Registry, and not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry.

(19) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service;

Applicant intends to use the utility's billing service.

(20) A copy of each contract to be used for residential and small commercial customers;

Please see Exhibit 6.

(21) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and

Please see Exhibit 7.

(22) The signature of the applicant or its representative.

Please see Exhibit 7.

EXHIBIT 1

Question 4:

Name, Title, and Business Address of all Officers and Directors, Partners, or other similar Officials.

Name	Title	Address
Michael J. Fallquist	Chief Executive Officer	1055 Washington Blvd., 7 th Floor Stamford, CT 06901
Roop Bhullar	Chief Financial Officer	1055 Washington Blvd., 7 th Floor Stamford, CT 06901
Barbara Clay	Executive VP and General Counsel	1055 Washington Blvd., 7 th Floor Stamford, CT 06901
Cami Boehme	Chief Strategy Officer	1055 Washington Blvd., 7 th Floor Stamford, CT 06901
Chaitu Parikh	Chief Operating Officer	1055 Washington Blvd., 7 th Floor Stamford, CT 06901
Christian McArthur	Executive VP of Procurement, Pricing and Product Engineering	1055 Washington Blvd., 7 th Floor Stamford, CT 06901
Robert Cantrell	Executive VP, Sales	2620 Technology Forest Blvd., The Woodlands, Texas 77381

EXHIBIT 2

Question 9:

A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;

Please see Exhibit 2.

EXHIBIT 3

Question 12:

A listing of the states where the applicant currently conducts business relating to the sale of electricity;

Please see the following chart detailing the states in which Everyday Energy, LLC is licensed to provide electricity or has a license pending:

	State(s)	License Number	Utility(ies)
Everyday Energy, LLC	Connecticut d/b/a Energy Rewards	Docket # 14-06-08 (license pending)	Electric
	New York	ESCO Code FTRE	Electric
	Ohio d/b/a Value Power & Gas	Certificate #12- 523E(2)	Electric
	Pennsylvania d/b/a Energy Rewards	Docket# A-2012- 2314724	Electric

EXHIBIT 4

Question 13:

A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity;

Please see Exhibit 4.

EXHIBIT 5

Question 20:

A copy of each contract to be used for residential and small commercial customers;

Please see Exhibit 5.

EXHIBIT 6

Question 21:

A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete

Please see Exhibit 6.

EXHIBIT 6

I. DECLARATION

I, Barbara Clay, EVP and General Counsel, declare that I have personally reviewed the above statements and that they are true and correct and complete in all material respects. I further declare that the information contained in this application was prepared and compiled under our supervision and control. I further declare that I am authorized by the applicant to file this application on its behalf. I acknowledge that we have a positive duty to ascertain the accuracy and completeness of this application and that I sign this declaration under personal pains and penalties of perjury.

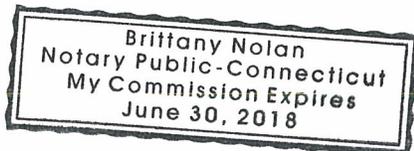
Dated this 4th day of November 2015 at Stamford, CT
(day) (month) (year) (place of execution)

Signature: [Signature]
Title: EVP + General Counsel

NOTARIZATION:

[Signature]

Notarial Seal:





NEW ENGLAND POWER POOL

November 3, 2015

Everyday Energy, LLC
c/o Carrie Cammarano
Counsel - Legal
ccammarano@criusenergy.com

Dear Carrie:

You have requested that the New England Power Pool (“NEPOOL”), a voluntary association of entities that participate in the wholesale electric markets in the six New England states, indicate to you whether Everyday Energy, LLC (“Everyday Energy”) is a member “in good standing in NEPOOL.” This letter is in response to that request.

As of the date of this letter, Everyday Energy is a NEPOOL member, entitled to full rights and subject to full obligations of members as set forth in the Second Restated NEPOOL Agreement, which is NEPOOL’s governing document. Everyday Energy’s application for membership in NEPOOL, effective as of November 1, 2015, was filed with the Federal Energy Regulatory Commission (“FERC”) on October 30, 2015 in Docket No. ER16-192, subject to the conditions and waivers agreed to between NEPOOL and Everyday Energy reflected in that filing.

Everyday Energy is also a Market Participant under the ISO New England Inc. (“ISO-NE”) Transmission, Markets and Services Tariff (“Tariff”) pursuant to a Market Participant Service Agreement by and between Everyday Energy and ISO-NE.¹ Everyday Energy is not in default of its obligations under the NEPOOL Agreement or the Tariff, which could otherwise result in a suspension or termination of Everyday Energy’s status as a NEPOOL Participant and Market Participant. Everyday Energy has not requested termination of, nor has NEPOOL received an application or has a request pending for, the termination of Everyday Energy’s status as a NEPOOL Participant or as a Market Participant under the Tariff.

Respectfully,

A handwritten signature in black ink, appearing to read "David T. Doot", written over a horizontal line.

David T. Doot
Secretary

¹ The MPSA with Everyday Energy will be reported by ISO-NE as MPSA No. 82125.



State of New Hampshire

Department of State



Accepted Date: **10/8/2015**
Business Name: **EVERYDAY ENERGY, LLC**
Principal Office Address: **1055 Washington Blvd., 7th Floor, Stamford, CT, 06901, USA**

RE: Acceptance of Business Formation

This letter is to confirm the acceptance of the following business formation:

Business ID: **732961**
Tracking#: **3179086**
Effective Date: **10/07/2015**
Payment Transaction #: **36534**

To maintain your business registration in good standing, you must maintain a Registered Agent at all times. You must also file an annual report no later than April 1st of each year. To file your annual report please go to <http://www.sos.nh.gov/corporate/annualreport/>.

It is incumbent upon you to keep this office informed of address or email changes to ensure that all communications from our office reaches you. There is no charge for address changes.

Please visit our website for helpful information regarding all your business needs. If you require assistance or should you have any questions, you may contact the Corporation Division using the information provided below. Please reference your Business ID in your communication.

Thank you.
New Hampshire Department of State
Corporation Division



State of New Hampshire

Department of State

Filed
Date Filed: 10/07/2015
Effective Date: 10/07/2015
Business ID: 732961
William M. Gardner
Secretary of State

Form FLLC-1
RSA 304-C:175

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE LIMITED LIABILITY COMPANY LAWS, THE UNDERSIGNED HEREBY APPLIES FOR REGISTRATION TO TRANSACT BUSINESS IN NEW HAMPSHIRE AND FOR THAT PURPOSE SUBMITS THE FOLLOWING STATEMENT:

FIRST: The name of the limited liability company is

EVERYDAY ENERGY, LLC

SECOND: The name which it proposes to register and do business in New Hampshire is

EVERYDAY ENERGY, LLC

THIRD: It is formed under the laws of **Nevada**

FOURTH: The date of its formation is **07/15/2011**

DURATION: The period of duration is **Perpetual**

FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is

NAICS CODE	NAICS SUBCODE
Utilities	Electric Power Distribution

SIXTH: The name of its registered agent **IN NEW HAMPSHIRE** is **Corporation Service Company D/b/a Lawyers Incorporating Serv** and the physical address, of its initial registered office **IN NEW HAMPSHIRE** is

14 Centre Street,, Concord, NH, 03301, USA

SEVENTH : The sale or offer for sale of any ownership interests in this business will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

PRINCIPAL OFFICE ADDRESS:

PRINCIPAL OFFICE BUSINESS ADDRESS	PRINCIPAL OFFICE MAILING ADDRESS
1055 Washington Blvd., 7th Floor, Stamford, CT, 06901, USA	1055 Washington Blvd., 7th Floor, Stamford, CT, 06901, USA

**APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY**Form FLLC-1
(Cont.)

EVERYDAY ENERGY, LLC

CERTIFY:

By checking this box and continuing, each signatory certifies that the information provided herein is true, accurate, and complete to the best of his/her knowledge and belief, and that he/she has authorized the affixing of his/her electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (e-Sign) and N.H. RSA § 294-E. Further, each signatory understands that his/her electronic signature has full legal effect and enforceability and he/she intends this form, as signed, to be filed with the office of the New Hampshire Secretary of State.

EFFECTIVE DATE:This statement shall be effective from: 10/07/2015*Signature: Barbara ClayTitle: EVPDate signed: 10/08/2015Complete address of person signing: 1055 Washington Blvd., 7th Floor, Stamford, CT, 06901,
USA

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Instructions for

Form SRA – Addendum to Business Organization and Registration Forms

Statement of Compliance with New Hampshire Securities Laws

This form is required for all businesses being formed or registering in the state of New Hampshire. New Hampshire law requires that before your application for business registration is accepted, you must provide a statement that your business has complied with the state's securities law. A security is an ownership interest in a business. For example, a share of stock is a security and so is an interest in a limited liability company or a limited partnership. So, for example, if you and your wife own the sole interests in a limited liability company, those interests are securities. Generally, a business that issues securities in New Hampshire must either register the securities with the New Hampshire Bureau of Securities Regulation or claim a valid exemption. There are several exemptions from the requirement to register securities. The most common exemption is the exemption described in Part II, Item 1.

Please read the following instructions for each part of Form SRA. These instruction will help you to provide accurate responses.

Part I: Please provide the complete business name and address, including number, street, city, state and zip code. The name of the business must exactly match the name that is on the business formation or registration document being submitted with the Form SRA. In addition, please provide the businesses telephone number, e-mail address (if any), a contact person's name and the contact person's full address if different from the business address.

Part II: One item in Part II must be checked. Check only **ONE** item in this part.

1. Your business is qualified for the exemption from registration in Item 1 if it meets ALL of the requirement listed in A), B), and C) below:
 - A) The business has 10 or fewer owners. So, for example, if you and your wife are forming a limited liability company and there are no other owners, you meet this requirement for an exemption;AND
 - B) Advertising relating to the sale of ownership interests in your business has not been circulated.Please note that this requirement asks whether you have circulated advertising *related to the offer or sale of ownership interests*. This requirement does not address advertising related tote sale of your products or services. So, for example, if you advertise that you are selling shares of stock in your corporation, then you do not meet this requirement and cannot claim the exemption; AND
 - C) Sales of ownership interests – if any – will be completed within 60 days of the formation of the business. If you do not intend to sell any further ownership interests in your business, then you meet this requirement for an exemption. If you intend to sell more ownership interests in your business and will complete all sales within 60 days, then you meet this requirement. However, if the sale of any ownership interests will occur after 60 days of the formation of the business, you do not meet this requirement and cannot claim the exemption.

If you meet all of these requirements, you may then check off Item 1 and claim this exemption.

2. If you can claim a different registration exemption from the one listed in Item 1 or if you are offering federal covered securities that only require a notice filing in New Hampshire, you should check Item 2.

In addition, you must cite the statute for the exemption which you are claiming or for the type of notice filing you are making

3. If a New Hampshire business or a business formed in a state other than New Hampshire intends to offer ownership interests for sale and is not subject to any exemption from registration, the securities must be registered with the Bureau of Securities Regulation. If this is the case, you should checkItem 3. In addition, you should provide us with the date that you registered the securities or that you intend to register the securities.
4. If your business was formed in a state other than New Hampshire and you will not offer or sell ownership interests in New Hampshire, you should check Item 4. Your securities do not need to be registered nor do you need to seek an exemption from registration.

Part III: One item in Part III must be checked. Check only ONE item in this part.

1. If your business was not formed in New Hampshire, then you should check this item.
If your business was formed in New Hampshire, then you should check this item.

Part IV: This is a statement certifying the accuracy of all the information contained in the Form SRA.

Part IV must be signed. If filing electronically, you must check the applicable checkbox and all signatures must be entered electronically or applied manually, scanned, and uploaded. If filing in person or mailing, DO NOT check the checkbox and all signatures must be original. Please note that, if you are filing in person or mailing, we cannot accept photocopied signatures for this filing. Also, please make note of all individuals who must sign this document:

1. ALL of the incorporators of a corporation to be formed; OR
2. ONE executive officer of an existing corporation; OR
3. ALL of the general partners or intended general partners of a limited partnership; OR
4. ONE or MORE authorized members or managers of a limited liability company; OR
5. ONE or MORE authorized partners of a *registered limited liability partnership or foreign registered limited liability partnership*

Form SRA – Addendum to Business Organization and Registration Forms Statement of Compliance with New Hampshire Securities Laws

Part I – Business Identification and Contact Information

Business Name: **Everyday Energy, LLC**
 Business Address (include city, state, zip): **1055 Washington Blvd., 7th Floor, Stamford, Connecticut, 06901, United States**
 Telephone Number: **2036637530**
 E-mail: **bnolan@criusenergy.com**
 Contact Person: **Brittany Nolan**
 Contact Person Address (if different):

Part II – Check *ONE* of the following items in Part II. If more than one item is checked, the form will be rejected. [PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A), B), and C)]:

1. Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets **ALL** of the following three requirements:
 - A) This business has 10 or fewer owners; and
 - B) Advertising relating to the sale of ownership interests has not been circulated; and
 - C) Sales of ownership interests – if any – will be completed within 60 days of the formation of this business.
2. This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed
3. This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation
4. This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

Part III – Check ONE of the following items in Part III:

- 1. This business is not being formed in New Hampshire.
- 2. This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

Part IV – Certification of Accuracy

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

If filing electronically:

By checking this box and continuing, each signatory below certifies that the information provided herein is true, accurate, and complete to the best of his/her knowledge and belief, and that he/she has authorized the affixing of his/her electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (e-Sign) and N.H. RSA § 294-E. Further, each signatory below understands that his/her electronic signature has full legal effect and enforceability and he/she intends this form, as signed, to be filed with the office of the New Hampshire Secretary of State.

Name : **Barbara Clay**

Signature: **Barbara Clay**

Date signed : **10/07/2015**

Name :

Signature:

Date signed :

If mailing form or filing in person, please affix your original signature above certifying that the information provided in this form is true and accurate to the best of your knowledge and belief.



State of New Hampshire

Department of State



Accepted Date: **10/12/2015**

Business Name: **ENERGY REWARDS**

Principal Office Address: **1055 Washington Blvd., 7th Floor., Stamford, CT, 06901, USA**

RE: Acceptance of Trade Name Registration

This letter is to confirm the acceptance of the following Trade Name Registration:

Business ID: **733102**

Tracking #: **0003179558**

Expiration Date: **10/08/2020**

Effective Date: **10/08/2015**

Payment Transaction #: **36563**

Attached is your Certificate of Registered Trade Name.

Approximately six (6) months prior to the expiration date above, a renewal form will be sent to the address you provided. It is incumbent upon you to keep us informed of address or email changes to ensure the renewal form reaches you. There is no charge for address changes.

If you cease doing business or wish to add/withdraw a partner, please download these forms from our web site at <http://www.sos.nh.gov/corporate/tradenameforms.html>.

Please visit our website for helpful information regarding all your business needs.

If you require assistance or should you have any questions, you may contact the Corporation Division using the information provided below. Please reference your Business ID in your communication.

Thank you.
New Hampshire Department of State
Corporation Division.



State of New Hampshire Department of State



CERTIFICATE OF REGISTERED TRADE NAME

OF

ENERGY REWARDS

This is to certify that , **EVERYDAY ENERGY, LLC (732961)** registered in this office as doing business under the Trade Name **ENERGY REWARDS** at **1055 Washington Blvd., 7th Floor., Stamford, CT, 06901, USA** on **10/08/2015**.

The nature of business is Utilities / Electric Power Distribution, in New Hampshire.

Expiration Date: **10/08/2020**

Business ID: **733102**



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of October, 2015 A.D.

William M. Gardner
Secretary of State



State of New Hampshire

Department of State

Filed
 Date Filed: 10/08/2015
 Effective Date: 10/08/2015
 Business ID: 733102
 William M. Gardner
 Secretary of State

APPLICATION FOR REGISTRATION OF TRADE NAME

Form TN-1
 RSA 349

1. BUSINESS NAME:

ENERGY REWARDS

2. BUSINESS ADDRESS: **1055 Washington Blvd., 7th Floor., Stamford, CT, 06901, USA**

MAILING ADDRESS (if different): **1055 Washington Blvd., 7th Floor, Stamford, CT, 06901, USA**

3. BRIEF DESCRIPTION OF KIND OF BUSINESS TO BE CARRIED ON:

NAICS CODE	NAICS SUBCODE
Utilities	Electric Power Distribution

4. DATE BUSINESS ORGANIZED: **10/08/2015**

5-A. **ENTITY APPLICANT:**

1 **EVERYDAY ENERGY, LLC (732961)**

1055 Washington Blvd. 7th Floor, Stamford, CT, 06901, USA

Barbara Clay

Manager

SIGNATURE

APPLICATION FOR REGISTRATION OF TRADE NAME

Form TN-1
(Cont.)

ENERGY REWARDS

5-B. INDIVIDUAL APPLICANTS:

SIGNATURE

CERTIFY:

By checking this box and continuing, each signatory certifies that the information provided herein is true, accurate, and complete to the best of his/her knowledge and belief, and that he/she has authorized the affixing of his/her electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (e-Sign) and N.H. RSA § 294-E. Further, each signatory understands that his/her electronic signature has full legal effect and enforceability and he/she intends this form, as signed, to be filed with the office of the New Hampshire Secretary of State.

EFFECTIVE DATE:

This statement shall be effective from: 10/08/2015

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Energy Rewards

NEW HAMPSHIRE TERMS & CONDITIONS

You authorize Everyday Energy, LLC d/b/a Energy Rewards (“Company”), a member of the Crius Energy family of brands, to change your electricity or natural gas supplier, as the case may be, to Company and to supply your home or small business with all the Services you need, subject to the eligibility requirements of your local electric or natural gas utility (“Utility”). Your Enrollment Documentation, which includes your Welcome Letter, and these Terms and Conditions create your agreement with the Company (“Agreement”) and supersedes any oral or written statements made in connection with this Agreement or the supply of your Services. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement as well as in the “Definitions” section herein.

1. **SERVICES.** Upon successful completion and receipt of all customer enrollment requirements, Company will supply Services for your home or small business. Company is a retail marketer of Services and is not your Utility. Your Utility will continue to deliver Services to your home or small business, read your meter, send your bill and make repairs and charge you for its services related to delivering your commodities. Your Utility will also respond to emergencies and provide other traditional utility services. You understand that you are not required to switch your Services to Company. This Agreement is subject to the eligibility requirements of your Utility and Company may choose not to accept this Agreement for any reason. If you are enrolled in any Utility or government programs, enrolling with Company may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Company.

2. **TERM.** Company will begin supplying your Services when the Utility switches your account to Company. Your Agreement will continue for the Term specified in the Enrollment Documentation, and if applicable for the Renewal Term. Your Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. If your Utility bills bimonthly, Company will treat this as two monthly billing cycles. Typically it takes one to two billing cycles for your Service to be switched from your Utility to the Company, but there may be a delay before the Utility switches Services and you understand that Company is not responsible for any such delays. You may receive written notification from your Utility confirming your switch to Company. The Company may terminate this Agreement by providing you notice as required by law.

3. **PRICE.** Each month you will pay for the Services you consume. For electricity, your bill will be calculated

by multiplying your Rate by the amount of electricity you consumed in kilowatt-hours during the billing cycle, plus any applicable Fees. For natural gas, your bill will be calculated by multiplying your Rate by the amount of natural gas you consumed in ccfs or therms, as applicable, during the billing cycle, plus any applicable Fees. Your Rate 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. Depending on your Utility’s billing practices, your Rate during the billing cycle may be applied pro rata, resulting in a blended rate of the previous month and the current month Rate. If your price is based on an estimated usage for such Services, the Company has the right to bill you on actual usage when such information is made available and you have the obligation to pay Company for such actual usage amounts.

4. **RATE PLAN OPTIONS.**

a. **Fixed Rate.** If you selected a fixed rate, the Rate for your Service is the Rate indicated in your Enrollment Documentation and guaranteed not to change for the Term (“Fixed Rate”).

b. **Variable Rate.** If you selected a variable rate, the Rate for your Service for your first billing period is the Rate indicated in your Enrollment Documentation (“Variable Rate”). Variable Rates are set in the Company’s discretion and may vary based on numerous factors, including, but not limited to, the Company’s assessment of applicable market conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle’s pricing and balancing costs, projected average customer bill amounts and Utility pricing or “price to compare” and applicable pricing reset dates and may include the following additional costs: ancillary services and other ISO costs, capacity costs, transmission costs,

line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable Renewable Portfolio Standards, and a profit margin determined in the Company's discretion that may vary from month to month. Your variable Rate will not include taxes, which will be assessed separately, and will not include any fees, taxes or charges directly assessed by the Utility.

c. Index Rate. If you selected an index rate, the Rate for your Service will be the index Rate indicated in your Enrollment Documentation and will vary in accordance with the terms of the specific index ("Index Rate").

d. Understanding and Selecting Rates. You understand that unless you have been offered a Rate in writing confirmed by the Company that expressly provides otherwise, there are no guaranteed savings and your Rate may be higher or lower than the Utility's rate in any given month.

5. **RESCISSION; TERMINATION**. You may rescind or terminate this Agreement as provided below.

a. Right of Rescission. In compliance with New Hampshire law, you may rescind this Agreement, without fees or penalties of any kind, (i) within three (3) business days from the date of personal or electronic delivery of this Agreement, or (ii) within five (5) business days from the date of postmark when this Agreement is delivered via the United States postal service ("Rescission Period").

b. Terminating Fixed Rate Plans. You may terminate a Fixed Rate plan at any time; provided that, if you terminate after the Rescission Period and before the end of the Term or Renewal Term, the applicable Termination Fee listed in your Enrollment Documentation will apply for the Service you terminate. If you are a small business customer and selected a Fixed Rate, unless otherwise stated in your Enrollment Documentation, your early termination fee for each Service is equal to the Remaining Contract Quantity times the greater of (i) Contract Price less Market price at the time of the Termination, or (ii) \$0.02/kWh or Ccf/therm. Remaining Contract Quantity shall mean the total estimated usage for the period remaining in the Fixed Term of this Agreement at the time of termination, based on Buyer's historical usage or Company's estimated usage calculated in a commercially reasonable

manner. The Market Price for the remainder of the Fixed Term will be determined by Company in a commercially reasonable manner.

c. Terminating Variable Rate Plans. You may terminate a Variable Rate Plan at any time and no Termination Fee will apply.

d. Terminating Index Rate Plans. You may terminate any Index Rate Plan Services at any time and no Termination Fee will apply unless otherwise detailed in your Enrollment Documentation.

e. Termination Notice; Effect of Termination. To terminate or rescind this Agreement, you must notify Company as detailed in Section 14 or your Utility. Please provide your name, address, phone number, account number and a statement that you are rescinding or terminating the Agreement. Rescission is effective immediately. Termination will be processed immediately but is effective upon your Utility processing your termination and you are obligated to pay for the Services provided pursuant to this Agreement until you are returned to your Utility or alternative supplier.

6. **BILLING AND PAYMENT**. The Services you purchase from Company will be included in your Utility monthly bill or in a separate invoice from Company. If from the Utility, the Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur a late payment fee in accordance with the Utility's or the Company's billing and payment policies and procedures. You may be liable for the costs the Company incurs if Company must terminate your Services for failure to pay, such as collection costs or attorney fees. Company shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement, and the Company shall additionally have the right to setoff and net against any deposit or security provided by you pursuant to this Agreement any amounts, charges or damages owed by you to Company. You will be billed and pay Company for the Services based on meter readings and consumption information that Company receives from your Utility ("Billing Quantity"). For commercial accounts, Company will have the option to adjust the Billing Quantity for fuel and line loss retained by your Utility and interstate transporters from the Purchased Quantities. You are responsible for paying and reimbursing Company for all applicable Fees. If you

are tax exempt, you must furnish Company an exemption certificate before your Services commence.

7. **CUSTOMER INFORMATION**. All authorizations provided herein will remain in effect for the Term and, if applicable, the Renewal Term of this Agreement; however, authorization may be rescinded by you any time by contacting Company.

a. **Credit Requirement**. You authorize Company to review your credit history. If you fail to meet Company credit criteria, you understand that Company may refuse or terminate Service or provide a substitute product. You may be required to promptly provide Credit Enhancements to continue Service if there is a deterioration in your credit rating or a Usage Increase.

b. **Customer Information; Privacy Policy**. You authorize Company to obtain your Customer Information from your Utility. This Agreement provides authorization for the Company to contact you about our other products and services or share information about your account with any designated partner or with any third-party vendor the Company uses to provide services and rewards to you. The Company reserves the right to share your Customer Information with Company Agents, to the extent permitted by law.

8. **RENEWAL NOTICE**. For any Fixed Rate plan you have selected, you will receive notice from Company (between thirty and sixty days prior to the end of your Term) that, unless you opt out, you will be automatically enrolled: (i) on the Fixed Rate plan provided in the notice, or (ii) on the Company's Variable Rate plan available at such time (which allows you to cancel at any time without any Termination Fees). Each new renewal period after your initial Term will be deemed a "**Renewal Term**". For any Variable Rate plan or Index Rate plan, you will not receive a renewal notice and such plan will continue until you cancel, or the Company may cancel by providing you notice as required by law.

9. **PHONE COMMUNICATION POLICY**. You will be asked by the Company or its agents or affiliates to provide consent to the Company's Phone Communication Policy. Our policy is that if you provide your phone number, which may include your wireless number, the Company and its Agents may text or call you with autodialed or pre-recorded promotional or product information. Your consent and acceptance of

this policy is not a condition of purchase and may be revoked at any time. You may add a telephone number to the national do not call registry by calling 888-382-1222 from the phone you wish to register, or go click on "Register a Phone Number" in the left column of the webpage at www.donotcall.gov.

10. **DISPUTE RESOLUTION AND MANDATORY AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS**. If you have billing questions or would like to make an inquiry about Company's terms of service, you may contact Company as indicated in Section 14. In the event of a dispute or a disagreement under this Agreement, the parties will use their best efforts to resolve the dispute. If you are not fully satisfied after discussing your dispute with Company, or if you have any questions about rights and responsibilities, you may contact the Commission's Consumer Affairs Division at 1-800-852-3793.

Regardless of whether you choose to pursue your dispute with the Commission's Consumer Affairs Division, your right to pursue individual arbitration with the Company will not be impacted under this Agreement as set forth below.

You and the Company both agree to resolve Disputes (as defined below) only by arbitration or in small claims court (for qualifying claims), subject to specific exceptions listed herein. The parties expressly agree that they are waiving their right to sue in court and that arbitration is the parties' sole remedy to resolve disputes. There is no judge or jury in arbitration, the procedures may be different, and is subject to very limited review by a court. An arbitrator, however, can award you the same damages and relief, 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. In addition, you and the Company also both agree that:

(a) "**Disputes**" are any claims or controversies against each other related in any way to, or arising from the Company's Services, this Agreement, or any related agreements, including but not limited to, billing, services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your Services with the Company have terminated. Disputes include any claims that: (i) you bring against the Company or any of its employees,

agents, affiliates, or other representatives; or (ii) that the Company brings against you. It also includes, but is not limited to, claims related in any way to, or arising from any aspect of the relationship between you and the Company, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

(b) Except as otherwise provided under Section 10(f) below, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (the “FAA”) applies exclusively to this agreement to arbitrate, and this agreement to arbitrate is intended to be broadly interpreted. The arbitrator’s decision and award is final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court with jurisdiction.

(c) Prior to initiating arbitration, a party must first send to the other, by certified mail, a written notice of dispute (“Dispute Notice”). The Dispute Notice to the Company should be addressed to the Notice Address listed in Section 14. The Dispute Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“Demand”). If the Company and you do not reach an agreement to resolve the claim within thirty (30) days after the Dispute Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Company or you shall not be disclosed to the arbitrator.

(d) Unless the parties agree otherwise, the arbitration will be conducted by a single neutral arbitrator and will take place in the county (or parish) of the service address.

(e) The arbitration will be conducted by: (i) a neutral third party arbitrator mutually agreed upon by you and the Company; or (ii) the American Arbitration Association (the “AAA”). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the AAA, as modified by this Agreement. Where the terms of this agreement to arbitrate conflict with the AAA Rules, the terms of this agreement to arbitrate shall override and govern. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address for the Company, which is listed in Section 14. The arbitrator is bound by the terms of this agreement to arbitrate. All issues are for the arbitrator to decide, except that issues relating to the scope and

enforceability of the arbitration provision are for the court to decide. If your claim is for \$10,000 or less, the Company agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Upon your request, and you supplying appropriate documentation, the Company will reimburse your administrative costs for the arbitration over and above the costs associated with filing a case in court. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. However, nothing in this paragraph will require or allow you or the Company to arbitrate on a class-wide, representative or consolidated basis. An arbitration award and any judgment confirming it apply exclusively to the specific case. The arbitration award and judgment cannot be used for any other case except to enforce the award itself.

You and the Company each agree that arbitration will only be pursued on an individual basis, and will not be pursued on a classwide, representative or consolidated basis. This Agreement does not allow class, representative or collective arbitrations even if the AAA procedures or rules would. If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then this agreement to arbitrate does not apply and the dispute must be brought in court.

(f) You and the Company agree that notwithstanding this agreement to arbitrate, either party may bring qualifying claims in a small claims court. In addition, this arbitration provision does not prevent you from bringing your dispute to the attention of federal, state, or local government agencies (including the Commission’s Consumer Affairs Division), and if the law allows, they can seek relief against the Company on your behalf.

(g) If for any reason a claim proceeds in court rather than through arbitration, you and the Company agree that there will not be a jury trial. You and the Company unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Agreement or the Services provided by the Company. In the event of litigation, this paragraph may be filed to show a written consent to a trial by the court.

11. **EMERGENCY**. In the event of an emergency such as a power failure, a downed power line, or a natural gas leak, you should call your Utility. If your Utility is Eversource, call 1-800-662-7764; if your Utility is Unitil, call 1-800-582-7276 (Seacoast Region) or 1-800-852-3339 (Capital Region). You can also call your local emergency personnel at 911 if the emergency warrants.

12. **LIMITATIONS OF LIABILITY AND WARRANTY**. NEITHER YOU NOR COMPANY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. COMPANY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR BILLING OR COMMUNICATION ERRORS AFTER 90 DAYS IF YOU DO NOT CONTACT US REGARDING SUCH ERRORS WITHIN 90 DAYS AFTER THE STATEMENT SHOWING THE TRANSACTION HAS BEEN MAILED TO YOU. IF YOU CAN SHOW A GOOD REASON (SUCH AS A LONG TRIP OR HOSPITAL STAY) KEPT YOU FROM INFORMING US, WE MAY EXTEND THE TIME PERIOD.

13. **FORCE MAJEURE**. Company will not be responsible for supplying Services to you in the event of circumstances beyond Company's control such as events of force majeure, as defined by your Utility or any transmitting or transportation entity, which includes but is not limited to acts of terrorism, sabotage or acts of God.

14. **CONTACTING COMPANY**. For any notice required in this Agreement or to contact us generally, you may contact the Company by (i) email, to support@energyrewardscare.com, (ii) mail, to 1055 Washington Boulevard, 7th Floor, Stamford, CT 06901, or (iii) phone, at 1-844-684-5506.

15. **BILL ASSISTANCE PROGRAM**. Your Utility may have programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your Utility's Bill Assistance Program can be obtained by contracting your Utility at the number or address listed at the end of this Agreement. For a list of social service agencies offering bill assistance, please call Energy Rewards.

16. **INFORMATION DISCLOSURE LABEL**. The Information Disclosure Label contains information on the fuel mix and emissions characteristics associated with the electricity that Company provides to Customers. The Information Disclosure Label may be found on Company's website at <https://energyrewards.com>. Company will also provide you with a printed copy of the Information Disclosure Label annually.

17. **MISCELLANEOUS**.

a. *Use of Services*. You must notify Company if you generate renewable energy or use net metering at your home or small business. If you use net metering, or if there is a Change in Usage, Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any. In addition, the Company has the right to refuse or terminate Services, and recover costs, if any, if your Service requirements are above the Usage Thresholds.

b. *Agency and Point of Sale*. (i) If you are receiving natural gas service, you hereby designate Company as your agent to: (A) arrange and administer contracts and service arrangements between you and your Utility, and between you and the interstate pipeline transporters of your gas (including capacity release, re-release, and recall arrangements); (B) nominate and schedule with the interstate pipelines the transportation of your natural gas from the Sales Points to the Delivery Points, and with your Utility for the transportation of your natural gas from the Delivery Points to your premises; and (C)

aggregate your natural gas with the natural gas supplies of Company's other customers in order for you to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement. As your agent, Company will schedule the delivery of a quantity of natural gas at the Sales Points necessary to meet your city gate requirements based on the consumption and other information that Company receives from your Utility. Company, as your agent, will arrange for the transportation of gas from the Sales Points to the Delivery Points, and from the Delivery Points to your premises; and (ii) if you are receiving electric service, you hereby designate Company as your agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by your Utility) for the delivery of electricity.

c. *Title; Risk of Loss.* You and Company agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Company to you at the Sales Points. Company and you agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality and county, or other taxing authority where your service address is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of the electric service or natural gas service under this Agreement, you agree to pay such tax, as invoiced. For commercial customers only: (i) as between Company and you as a commercial customer, you will be deemed to be in exclusive control of the natural gas and/or electricity and responsible for any damage, injury, charges, transportation fees, costs or losses at and after the Sales Points, including, without limitation, any losses that Company incurs that result from having to resell, or its inability to resell, to another party natural gas and/or electricity supplies allocated for you and (ii) as between Company and you, Company will be deemed in exclusive control of the natural gas and/or electricity, and responsible for any damage, injury, charges, transportation fees, costs or losses until the natural gas and/or electricity is delivered to the Sales Points; provided, however, that in no event shall Company's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered natural gas and/or electricity and the price of natural gas and/or electricity under this Agreement.

d. *Assignment.* You may not assign this Agreement

without prior written consent of the Company. Company reserves the right to sell, transfer, pledge or assign this Agreement and your account, and related revenues and proceeds for financial purposes or in connection with a sale. Before any assignment Company will provide you with at least 14 days notice of your right to select another supplier or return to your Utility. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

e. *Change in Law/Third Party Charges.* This Agreement is subject to any federal, state, local, or utility changes in law, which includes changes in legislation, orders, rules, tariffs, regulations, policies, riders, fees, pricing structures, capacity charges, and changes in customer load profiles (each, a "Change in Law"). If there is a Change in Law which results in an increased cost to the Company, Company may terminate this Agreement with notice to you, or adjust your rate based upon such Change in Law. This provision applies to all rate plans, whether fixed, index or variable.

f. *Governing Law; Venue; Waiver of Jury Trial.* To the maximum extent permitted by law, (i) Venue for any lawsuit brought to enforce any term or condition of this Agreement shall lie exclusively in the State of New Hampshire, (ii) the Agreement shall be construed under and shall be governed by the laws of the State of New Hampshire without regard to the application of its conflicts of law principles, and (iii) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL, ARBITRATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

g. *Non-Waiver.* The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

h. *Severability.* If any provision of this Agreement is held unenforceable, then such provision will be automatically modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

i. *Non-Reliance.* You acknowledge that (i) you are not relying on any advice, statements, recommendations or representations of the Company, other than the written

representations in this Agreement; (ii) that you understand the risks of entering into this Agreement, including the risk that the Company's prices may be higher than your Utility's rates, and you are capable and willing to assume those risks; and (iii) you have made your own decision to enter into this Agreement, after consultation with your own advisors to the extent you deem necessary.

j. *Complete Agreement.* This Agreement constitutes the final and complete agreement between you and the Company. It is the complete and exclusive expression of the terms and conditions agreed upon for the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

k. *Electronic Signatures and Notices.* Each party agrees that electronic signatures, whether digital or encrypted, of the parties to execute this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. Customer agrees that Company may send Customer notices via electronic means if Customer provides an email address or other way of communicating electronically. You have a duty to provide a correct, working email address and update it accordingly; if you fail to do so, you could miss important notices.

l. *Customer Representation.* I am at least 18 years old and fully authorized to enter into this Agreement. I am the authorized account holder or have been given proper and binding authorization to change the Services and enter into this Agreement on behalf of the account holder.

DEFINITIONS

"*Agents*" means parties that need to know Customer Information in connection with Services and Company's affiliates and subcontractors.

"*Change in Usage*" means a change, or an anticipated or planned change, in the consumption of Services that

materially exceeds your historical usage.

"*Commodity Charges*" means the charges for basic natural gas supply service which is sold either by volume (ccf or Mcf) or heating value (dekatherms).

"*Credit Enhancements*" means cash escrow or deposit, establishing an ACH debit relationship with Company, or providing other reasonable assurances to the Company to establish your credit worthiness. If a deposit is required, before any deposit is taken, Customer will be provided notice as to all terms and conditions on such deposit and the amount and the rate of interest paid on the deposit.

"*Customer Information*" means account contact information, account number, meter number, billing history, payment history, historical and future electricity and natural gas usage, meter readings and characteristics of your electricity and natural gas service. It includes information obtained from the Utility as well as any information that you provide directly to Company or its Agents.

"*Default*" means: (i) failure to maintain credit requirements or provide necessary credit information or Credit Enhancements, (ii) a Usage Threshold event, (iii) a Change in Usage event, or (iv) any material breach of the requirements of, or representations made under, this Agreement.

"*Delivery Points*" means: (i) for natural gas transported by interstate pipelines, the city gate stations of your Utility, and (ii) for electricity, one or more points at which Company, as your agent, has arranged for the delivery of electricity to a third party (such as your Utility) for your account or at your premises.

"*Enrollment Documentation*" means any application or enrollment documents, whether in paper, electronic, internet, phone or otherwise, provided to Customer in order to commence Services, and the Welcome Letter.

"*Fees*" means taxes, fees, assessments, government charges and charges levied by your Utility for transmission and distribution and other services, systems benefit charges, standard cost recovery charges, and taxes, fees and charges levied by Company or any other entity authorized to levy taxes, fees or charges for or related to the Services. This may include, but shall not be limited to, Utility taxes, gross receipts taxes, and sales

or use taxes imposed on Company and/or you by federal, state, and/or local authorities that Company passes through to you.

“*Purchased Quantities*” means all the electricity or natural gas supply, or any combination of the two, that Company must purchase for your home or small business, as applicable.

“*Rate*” means Fixed Rate, Index Rate, or Variable Rate, as applicable.

“*Sales Points*” means: (i) for natural gas, a point or points located outside of the State of New Hampshire selected from time to time by Company to assure service reliability, and (ii) for the electricity, a point or points on the NE-ISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Company to assure service reliability.

“*Service*” or “*Services*” means all the electricity or natural gas supply, or any combination of the two, that Company must purchase for your home or small business, as you have selected to be provided to you by Company in your Enrollment Documentation. Not all services are available in all areas.

“*Usage Thresholds*” means if your usage of Services exceeds, for (i) electricity, peak demand greater than 75kW over any of the past twelve months, or (ii) gas, usage exceeds 10,000 ccfs per month or 90,000 ccfs per year or the equivalent therms.

Customer Contact Information

Everyday Energy, LLC d/b/a Energy Rewards
1055 Washington Boulevard, 7th Floor
Stamford, CT 06901
Toll-Free 866-842-1084
Monday through Friday, 8:30am to 6:30pm ET
support@energyrewardscares.com
www.energyrewards.com

New Hampshire PUC

21 South Fruit Street, Suite 10
Concord, NH 03301-2429
Phone: 603-271-2431; Fax 603-271-3878
TDD Access – Relay NH: 800-735-2964
Consumer Assistance: 800-852-3793
Monday through Friday, 8:30am to 4:30pm ET
<http://www.puc.nh.gov>

Eversource

PO Box 330
Manchester, NH 03105-0330
1-800-662-7764
1-800-346-9994 (TTY/TDD number)
<http://www.eversource.com>

Unitil New Hampshire – Capital Region

One McGuire Street
Concord, NH 03301
1-800-852-3339
<http://unitil.com>

Unitil New Hampshire – Seacoast Region

114 Drinkwater Road
Kensington, NH 03833
1-800-852-7276
<http://unitil.com>