

Mega Energy of New Hampshire (“Mega Energy”) is licensed by the New Hampshire Public Utilities Commission, (Registration No. DM 14-001), to offer and supply electric generation services in New Hampshire. “We,” “us” or “our” refers to Mega Energy. “You” or “Your” refers to the customer. By accepting electric service from Mega Energy, you are entering into a contract with us and you will be bound by the Agreement.

Agreement to Purchase Energy: Your Agreement with Mega Energy shall consist of: (i) your telephonic, electronic or written agreement to initiate service and begin enrollment with Mega Energy and (ii) the terms and conditions contained herein. Your Utility (Eversource) will continue to be responsible for the delivery of electricity to your service location, read your meter, provide your monthly bill, respond to emergencies, and all other related services.

Price: You agree to the rate and term as specified at _____/ _____ months from your first meter read date. These prices do not include any applicable taxes. In addition, you are responsible for paying Utility distribution and transmission charges, as well as any other applicable charges.

RIGHT TO RESCIND: You have the right to rescind this Agreement without penalty any time prior to midnight of the third (3rd) business day of electronic or personal delivery, or within five (5) business days of delivery via U.S. Mail, of enrollment authorization & a copy of this Agreement (Rescission Period.) To rescind this Agreement, contact us by phone at 1-855-810-6342 or by email at infonh@megaenergyllc.com or by mail at Mega Energy, 5065 Westheimer Rd., Suite 1111, Houston, TX 77056. Any cancellation

after the fifth business day shall be subject to the “Cancellation/Termination” provisions.

Fixed Rate Plan – You will pay the fixed rate per kWh as specified in your Confirmation Letter for the length of your Term. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Confirmation Letter as well. A contract-expiration notice will be sent to you at least thirty (30) days prior to the end of your Term. If you fail to take action to ensure the continued receipt of fixed rate retail energy service upon the contract’s expiration, you will automatically continue to be served by Mega Energy pursuant to a variable rate product on a month-to-month basis unless you select another product or electric supplier.

Variable Rate Plan – A month-to-month plan where your rate may vary each month according to market conditions. This product shall commence for a one (1) month term (“Initial Term”). This Agreement shall automatically renew for successive one (1) month periods (“Renewal Term”) unless either party notifies the other party in writing of its desire not to renew, at least thirty (30) days prior to the next meter read date.

Mega Energy’s rate does not include other costs, including but not limited to, the price of transmission & distribution, the system benefits charge, stranded cost recovery charge, and taxes. These costs will continue to be billed by the Utility. Your Utility Delivery Charges are itemized separately on the bill they send to you.

Credit Requirement: Mega Energy reserves the right to conduct a credit review prior to providing you electricity supply service, and to refuse electricity supply service if you do not meet Mega Energy’s credit standards.

You agree to provide Mega Energy with any information reasonably requested in order to complete the credit review including but not limited to establishing an ACH Debit relationship with Mega Energy. If, prior to commencing electricity supply service or at any time during the Term of this Agreement, Mega Energy has good faith concerns about the creditworthiness of customers, Mega Energy may conduct a credit review and if customer is a commercial account may ask customer to provide reasonable credit assurances acceptable to Mega Energy. Further, for commercial accounts, Mega Energy reserves the right to require a deposit before providing electricity supply service.

Deposits & Interest on Deposits:

The interest rate on deposits is found on the New Hampshire PUC website at:

<http://www.puc.state.nh.us/Consumer/PrimeRates.html>

Billing and Payment: You will receive your monthly bill from your Utility that includes the Mega Energy generation service charge and Utility delivery charge plus taxes. You will make payments for both the Mega Energy generation service charge and the Utility delivery charges directly to your Utility in accordance with your Utility's payment terms and due date. Please consult your Utility'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.

Cancellation/Termination: To cancel this agreement, you may call, email, or write Mega Energy at the contact information provided below. When you cancel services, you agree to pay for the services provided by Mega Energy through the date you are

switched to another electric supplier or returned to the Utility for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date which follows the date on which Mega Energy gives the Utility notice of your cancellation request. You are responsible for all charges incurred through the date on which cancellation and the resultant switch is effected by the Utility.

If you terminate after the Rescission Period, Mega Energy may charge you a cost recovery fee of \$50 if you are a residential customer, if you are not a residential customer, an amount calculated, in our reasonable discretion, as the product of unconsumed electric energy for the balance of your Term based on historical usage will be charged. The cost recovery fee is not a penalty but is intended to recover our cost in procuring a reliable, fixed price supply of electricity on your behalf. Should this remittance become delinquent, and Mega Energy retains an agency to collect the past due amount, you agree to pay a 30% collections surcharge in addition to the amount due.

Mega Energy reserves the right to cancel this agreement (i) if your Utility is unable to read your meter for three (3) consecutive months unless failure to read the meter is not the fault of the customer; (ii) if at any time you request separate bills from your Utility and Mega Energy. If this occurs, we will notify both you and your Utility of the cancellation of this agreement at least 3 days prior to the effective date of cancellation. It may take up to (60) days for Customer's account(s) to be returned to the Utility depending on Utility cancellation procedures.

Dispute Resolution: You should contact Mega Energy regarding any dispute related to

this Agreement. Mega Energy will attempt to resolve the dispute in an efficient, fair and timely manner. Mega Energy will provide a response within (14) business days. Mega Energy will report the results of its investigation to you. If you are not satisfied with our attempt to resolve the problem, you may seek assistance from the New Hampshire Public Utilities Commission at 1-800-852-3793, 21 South Fruit Street, Suite 10, Concord, NH 03301-2429. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

Customer Information Release

Authorization: By entering into this agreement, you agree that your Utility 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. This authorization will remain in effect during the Term of this Agreement.

Mega Energy agrees not to release confidential customer information (as defined by applicable state and federal law) without prior written authorization from Customer.

Default Generation Service: Retail electricity customers in New Hampshire are entitled to purchase their electricity supply from a competitive supplier or through the default service. Default service is provided automatically by the Utility any customer who does not contract with a competitive supplier for their electricity.

Low Income Assistance: The Electric Assistance Program (EAP) may be available to low income customers for bill payment assistance. More information and enrollment information is available online at <http://www.puc.nh.gov/Consumer/electricsistanceprogram.htm> or by calling the PUC at 1-800-852-3793. A list of additional available services in New Hampshire may be found at <http://www.211nh.org> or by calling 211.

Consumer Protection Rights: To obtain information on consumer protection rights you may contact the New Hampshire Public Utilities Commission, Consumer Assistance Division. By Phone: 1-800-852-3793, Monday – Friday, 8:00 am – 4:30 pm. In writing at:

New Hampshire Public Utilities Commission
Consumer Assistance Division
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

Liability: The remedy in any claim or suit by Customer against Mega Energy will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy at law or in equity. In no event will either Mega Energy or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Warranty Disclaimer: MEGA ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. MEGA ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR THE PARTICULAR USE.

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 Mega Energy, any person or entity succeeding to all or substantially all of the assets of Mega Energy, or to a competitive supplier licensed to do business in New Hampshire and registered with the PUC, if not registered already. We shall notify each affected customer not less than 14 days prior to the effective date of such change and of the opportunity, prior to the next meter reading date, to choose, without additional charge, another provider or return to default service. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, Mega Energy shall have no further obligations hereunder.

Severability: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

Force Majeure: Mega Energy will make commercially reasonable efforts to provide service but does not guarantee a continuous electricity supply. Events outside of Mega

Energy's control ("Force Majeure Events") may result in interruptions in service. These events include by way of example only: acts of God or any governmental authority, accidents, strikes or labor disputes, required maintenance, inability to access the Utility's facilities, Utility non-performance including an outage, changes in laws of any governmental authority or any other cause beyond Mega Energy's control. Mega Energy shall not be liable to you for any interruptions caused by Force Majeure Events.

Acceptance and Amendments: This Agreement shall not become effective until accepted by Mega Energy. Mega Energy reserves the right to cancel this Agreement upon failure of Customer to maintain satisfactory credit standing as determined by Mega Energy, or to meet minimum or maximum threshold consumption levels as determined by Mega Energy. Mega Energy may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Upon receipt of written notice of a material change, customer may terminate this Agreement prior to the date such change becomes effective.

Entire Agreement: This Agreement is the entire Agreement between you and Mega Energy. You understand that Mega Energy's obligations under this Agreement are subject to any validly issued present and future laws of any governmental authority having jurisdiction over this Agreement or the services provided by Mega Energy to you.

Parties Bound: This Agreement is binding upon you and Mega Energy and each of your

respective successors and permitted legal assigns. This Agreement is not intended to benefit any third party.

Do Not Call: Customer may sign up for the Federal Trade Commission’s National Do Not Call Registry either by telephone at 1-888-382-1222 or via the internet at <http://www.donotcall.gov>

Contact Information:

Mega Energy of New Hampshire Contact Information	Outages & Emergencies Contact Information	Public Utilities Commission Customer Service
<p>Direct: 713-590-3347 Toll Free: 1-855-810-6342 Fax: 713-487-0064 (M – F 8:00 am to 5:30 pm EST)</p> <p align="center">Online Website: www.megaenergyllc.com</p> <p>E-mail address: infonh@megaenergyllc.com</p> <p>Mailing address: Mega Energy 5065 Westheimer Rd., Suite 1111 Houston, TX 77056</p>	<p align="center">Eversource</p> <p align="center">1-800-662-7764 1-800-346-9994 (TTY/TDD)</p>	<p>Direct: 603-271-2431 Toll-free: 1-800-852-3793 (M – F 8:00am to 4:30pm)</p> <p align="center">Online:</p> <p>http://www.puc.state.nh.us/ ConsumerAffairsForms/complaint frm.aspx</p> <p>Mailing Address: Consumer Affairs Division 21 South Fruit Street, Suite 10 Concord, NH 03301-2429</p>