

PowerNE Business Electricity Supply Services Contract Terms and Conditions

Thank you for choosing PowerNE as your electric supplier for your business electricity account(s). Please find our terms and conditions below. **New Hampshire residents and business owners are advised that you have three (3) business days from electronic receipt of these terms and conditions to rescind this offer. If you have received these terms and conditions via regular hard copy mail, you have five (5) business days from the date of post mark to rescind via hard copy mail.**

Customer Service: For customer service questions, please call (603) 413-6602 or email info@powerne.com.

This is a contract for the supply of electricity between you ("Customer") and PNE Energy Supply, LLC d/b/a ("PowerNE"). PowerNE is a New Hampshire based Limited Liability Company, and is a registered Competitive Electricity Power Supplier ("CEPS") with the New Hampshire Public Utilities Commission ("PUC") under the name PNE Energy Supply, LLC, for the sale of residential, small commercial and industrial electricity supply. Customer has either contracted with PowerNE directly, or retained the services of a registered aggregator who has signed with PowerNE on Customer's behalf.

PowerNE offers the Customer a new electricity supply rate only. Customer's current local utility company will continue to charge for costs associated with the Delivery Services portion of the utility bill which include transmission and distribution charges, system benefits, taxes and stranded costs associated with servicing the power lines to Customer's home or place of business. Customer's utility company is responsible for any and all issues not related to the cost of electricity supply including but not limited to power outages and meter malfunctions. In those cases, Customer should immediately contact their local utility company (i.e. Eversource). **See Local Utility Services section for more.**

Customer should read the PowerNE Business Electricity Supply Services Contract Terms and Conditions carefully. If Customer is unhappy with any terms or conditions, including price and length of term, they may rescind their contract within the PUC mandated rescission period, without fee. Contract acceptance by PowerNE is contingent on Customer payment history with local utility company. For the purpose of this contract, Business accounts are defined by PowerNE as using no more than a twelve month historic monthly average of 10,000 kWh, calculated at the time of enrollment. PowerNE, at its sole discretion, reserves the right to offer accounts that exceed this threshold a PowerNE Market Product or to continue with the enrollment at it was received. Power is not obligated to provide the rate and term selected upon enrollment to such accounts. If Customer has any questions regarding this threshold, please contact the PowerNE office via phone (603.413.6602) or email (Info@powerne.com).

Rate: Customer's new electricity supply rate will be the rate confirmed by Customer through the enrollment submission, and can be found in the enrollment confirmation or renewal notice.

Contract Date: Customer contract date is the date of the enrollment per the enrollment confirmation or renewal notice.

Length of Contract: Contracts with PowerNE may take 1 to 3 billing cycles to take effect. Meter read dates are scheduled by the local utility and cannot be changed by PowerNE. PowerNE is not responsible for delays in service due to inaccurate enrollment information or a change in scheduled meter read dates by the local utility.

- a. **Fixed Rate Customers:** This contract shall commence on the Customer's next available meter read date in accordance with the rate plan confirmed and remain in effect for the subsequent term specified in the enrollment confirmation or renewal notice.

- b. **Variable Rate Customers:** This contract shall commence on the Customer's next available meter read date in accordance with the rate plan confirmed in the Customer's enrollment confirmation, and will auto renew on a monthly basis, until such time as Customer terminates with PowerNE or PowerNE chooses to terminate relationship with the Customer.

Hold Over Price (Fixed Rate Customers Only): After Customer's contract has expired with PowerNE, Customer or Customer's Agent may request to return to the utility, re-sign with PowerNE for a subsequent term, or change to another CEPS. If Customer remains with PowerNE, but does not contract for another rate plan, Customer will be charged a Hold Over Price, which is a monthly market based rate plus an adder not to exceed \$0.04 per kWh. In the event that PowerNE does not immediately charge the Hold Over Price, PowerNE does not waive the right to charge a Hold Over Price in some subsequent months.

Renewal (Fixed Rate Customers Only): Fixed rate contracts will automatically renew at the natural expiration of Customer's current agreement if a new rate is offered by PowerNE. Contract expiration notices containing Customer's renewal options, including any available rate plans, will be sent via Customer's preferred method of contact at least **thirty (30) days** prior to the natural expiration of customer's contract. Notices will be delivered via Customer's specified preference (i.e. Email or USPS) and PowerNE is not responsible for any unopened or missed renewal notices. Customers wishing to cancel prior to their renewal must do so no later than the Opt Out date written in the renewal notice. Opt Out requests received after the Opt Out date may be subject to the Early Termination Fee below.

Termination: Customer may terminate this agreement at any time, subject to the Early Termination Fee, as described below. Notice of Customer's desire to terminate service may be submitted by; Phone*, USPS, Email, Fax.

* Notice via phone may require additional information to confirm termination.

Early Termination Fee:

- a. **Fixed Rate Customers:** If Customer cancels their PowerNE service for any reason including but not limited to enrollment with another CEPS, at any time prior to the natural expiration of their contract, PowerNE may assess them with a one-time **Early Termination Fee**. Fee will be equal to two months of Customer's average monthly usage multiplied by the contracted rate.
- b. **Variable Rate Customers:** Customer may cancel with 45-day notice to PowerNE to terminate service (i.e. Eversource). In the event that Customer does not provide 45-day's notice*, PowerNE reserves the right to assess a one-time fee of \$90.

Local Host Utility Services: The local utility (i.e. Eversource) will continue to deliver electricity to Customer's home or place of business, read Customer's meter(s), issue Customer's bill and make repairs should Customer have an outage or issue with service. The local utility will also respond to emergencies and provide traditional utility services. The cost of electricity supply that Customer purchases from PowerNE will be included in the local utility monthly bill, unless billing service is unavailable from the local utility, in which case Customer will receive a separate PowerNE bill.

Deposit: PowerNE does not require a deposit currently.

Budget Billing: Budget Billing is available through the Customer's local utility company.

Billing: Residential and Small Commercial Customers will continue to be billed by the local utility company (i.e. Eversource) on the regular monthly invoice. Customer's local utility company serves as billing agent on behalf of PowerNE. A section on the monthly utility invoice will outline the PowerNE electricity supply charge in the place of the utility supply charge. The contact information for the local utility company may be found on the most recent utility invoice for billing questions.

Billing Agent Information: Eversource, P.O. Box 650047, Dallas, TX 75265-0047 (800) 662-7764

Late Penalties, Charges, and Fees: Customer's payments are due per the rules of their utility billing agent.

Non-payment by Customer: Unless Customer is on a payment plan or budget billing and is current on the payment plan or budget billing, if due to customer's non-payment there remains an outstanding balance due to PowerNE for more than thirty (30) days following written notice from PowerNE to Customer. The PowerNE reserves the right to terminate Customer's agreement with PowerNE and return the account to the local utility default service. In addition to invoicing Customer for any amounts still owed at the time of termination, Customer will be responsible for **Early Termination Fee** described above.

If PowerNE is compelled to pursue Customer for non-payment through the legal system and PowerNE is awarded any amount owed, Customer shall be responsible for PowerNE's reasonable costs associated with successful collection and pursuit, including legal fees.

Note: Electricity Disconnection can only be performed by the Customer's local default utility, per the disconnect rules set forth in PUC 1200. PowerNE cannot disconnect Customer's power for any reason.

Customer Relocation: In the event that Customer relocates within the PowerNE service territory while under contract with PowerNE for electricity supply, Customer must contact PowerNE **thirty (30) days prior** to the relocation in order to begin account transfer and avoid **Early Termination Fee**. If Customer relocates while under contract with PowerNE and does not transfer their new account to PowerNE on the next scheduled meter read date, PowerNE may assess **Early Termination Fee**. Customers that relocate out of PowerNE service territory while under contract with PowerNE may be assessed **Early Termination Fee**.

Customer Dispute Resolution: If Customer wishes to dispute any Electricity Supply Charge, invoice, notice, or service provided under these Terms and Conditions, Customer may call PowerNE at (603) 413-6602. Please note that PowerNE has no control over the local utility company charges. Please be sure to check the utility invoice first to confirm that the item at issue relates to the electricity supply charge. Otherwise, PowerNE recommends calling the local utility company to resolve the issue. Customer has the right to file a complaint with the New Hampshire Public Utilities Commission (NHPUC) at (800) 852-3793 after you have attempted to resolve a dispute with PowerNE.

Assignment: PowerNE shall have the right to assign Customer's account(s) and contract to another CEPS at its sole discretion. In accordance with PUC 2004.05, written notice will be provided to Customer via Customer's preferred method of contact no less than 14 days prior to the effective date of change. Customer will have the option to choose another CEPS or return to default service offered by Customer's local utility company.

Mid Cycle Meter Reads: Conditional upon the distribution utility performing mid cycle meter reads in accordance with PUC 2000. Customer authorizes PowerNE to act on its behalf when requesting Customer's utility to perform a Mid Cycle Meter Read for any of Customer's account(s) placed with PowerNE.

Payment and Usage History Authorization: Customer grants access to and authorizes PowerNE to review any and all payment and usage history in the possession of Customer's host utility.

Return to the Utility: PowerNE may, at any time, return Customer's account to their host utility during the term of Customer's contract. Such reasons for Customer return to utility may include, but are not limited to: Change in market Conditions, Change in Law or Regulation, (Electronic Data Interchange) EDI Error, Assignment to new Competitive Electricity Provider, etc...

Force Majeure: Except for Customer's obligation to make payments when due, neither party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" are occurrences

beyond a party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, explosions, breakage, shortage or unavailability of transmission facilities, and actions of any governmental authority or the local utility company which result in conditions, limitations, rules, or regulations that materially impair either party's ability to perform hereunder. The affected party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon and use commercially reasonable efforts to resume performance hereunder.

Public Utility Commission Notices: If you have any questions regarding your rights and/or responsibilities, please contact the Public Utilities Commission at 1 (800) 852-3793.

PowerNE maintains customer information with the strictest sense of confidentiality and will not share customer information to any unaffiliated party or parties outside the normal and/or necessary scope of serving Customer's electricity supply. PowerNE shall not release confidential customer information, including but not limited to Customer name, address, email address, or telephone number without written consent from Customer.

Please note that as a small commercial or residential customer, Customer has a limited right of contract rescission. If Customer has received electronic notice of these terms and conditions, Customer has **three (3) business days** from receipt to notify PowerNE of Customer desire to withdraw from this rate program. If Customer has received hard copy notice of these terms and conditions, via regular mail, Customer has **five (5) business days** from post marked receipt to notify PowerNE of Customer's desire to withdraw from this rate program.

Do Not Call Registry: Information regarding the Do Not Call Registry, including instructions for sign up, may be found at <https://www.donotcall.gov/>

Bill Payment Assistance: Below is a list of social service agencies and programs available to low income customers for bill payment assistance.

Community Action Program: Belknap/Merrimack Counties – www.bm-cap.org

Concord: 603.225.6880	Meredith: 603.279.4096	Franklin: 603.934.3444
Suncook : 603.485.7824	Laconia: 603.524.5512	Warner: 603.456.2207

Rockingham Community Action – www.rcaction.org

Portsmouth: 603.436.3896	Toll-free: 1.800.639.3896	Salem: 603.898.8435
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Southern NH Services (Hillsborough County) – www.snhs.org

Manchester: 603.647.4470	Toll-free: 1.800.322.1073	Peterborough: 603.924.2243
Nashua: 603.889.3440	Toll-free: 1.877.211.0723	

Southwestern Community Services (Cheshire and Sullivan Counties) – www.scsHELPS.org

Keene: 603.352.7512	Toll-free: 1.800.529.0005	Claremont: 603.542.9528
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Stafford County Community Action - www.traffcap.org

Dover : 603.749.1334	Rochester: 603.332.3963	Milton: 603.652.9893
Farmington: 603.755.9305		

Tri-County Community Action (Coos, Carroll, and Grafton Counties) – www.tccap.org

Berlin: 603.752.3248	Lebanon: 603.448.4553	Littleton: 603.444.6653
Carroll County: 603.323.7400	Toll-free: 1.888.842.3835	Colebrook: 603.237.8168
Plymouth: 603.536.8222	Lancaster: 603.788.4477	Woodsville: 603.747.3013

PowerNE Residential Electricity Supply Services Contract Terms and Conditions

Thank you for choosing PowerNE as your electric supplier for your residential electricity account(s). Please find our terms and conditions below. New Hampshire residents and business owners are advised that you have three (3) business days from electronic receipt of these terms and conditions to rescind this offer. If you have received these terms and conditions via regular hard copy mail, you have five (5) business days from the date of post mark to rescind via hard copy mail.

Customer Service: **For customer service questions, please call (603) 413-6602 or email info@powerne.com.**

This is a contract for the supply of electricity between you ("Customer") and PNE Energy Supply, LLC d/b/a ("PowerNE"). PowerNE is a New Hampshire based Limited Liability Company, and is a registered Competitive Electricity Power Supplier ("CEPS") with the New Hampshire Public Utilities Commission ("PUC") under the name PNE Energy Supply, LLC, for the sale of residential, small commercial and industrial electricity supply. Customer has either contracted with PowerNE directly, or retained the services of a registered aggregator who has signed with PowerNE on Customer's behalf.

PowerNE offers the Customer a new electricity supply rate only. Customer's current local utility company will continue to charge for costs associated with the Delivery Services portion of the utility bill which include transmission and distribution charges, system benefits, taxes and stranded costs associated with servicing the power lines to Customer's home or place of business. Customer's utility company is responsible for any and all issues not related to the cost of electricity supply including but not limited to power outages and meter malfunctions. In those cases, Customer should immediately contact their local utility company (i.e. Eversource). See **Local Utility Services section for more.**

Customer should read the **PowerNE Residential Electricity Supply Services Contract Terms and Conditions** carefully. If Customer is unhappy with any terms or conditions, including price and length of term, they may rescind their contract within the PUC mandated rescission period, without fee. Contract acceptance by PowerNE is contingent on Customer payment history with local utility company. PowerNE reserves the right to terminate contract with any account where the average usage goes below 150 kWh per month in any month subsequent to contracting with PowerNE.

Rate: Customer's new electricity supply rate will be the rate confirmed by Customer through the enrollment submission, and can be found in the enrollment confirmation or renewal notice.

Contract Date: Customer contract date is the date of the enrollment per the enrollment confirmation or renewal notice.

Length of Contract: Contracts with PowerNE may take 1 to 3 billing cycles to take effect. Meter read dates are scheduled by the local utility and cannot be changed by PowerNE. PowerNE is not responsible for delays in service due to inaccurate enrollment information or a change in scheduled meter read dates by the local utility.

a. Fixed Rate Customers: This contract shall commence on the Customer's next available meter read date in accordance with the rate plan confirmed and remain in effect for the subsequent term specified in the enrollment confirmation or renewal notice.

b. Variable Rate Customers: This contract shall commence on the Customer's next available meter read date in accordance with the rate plan confirmed in the Customer's enrollment confirmation, and will auto renew on a monthly basis, until such time as Customer terminates with PowerNE or PowerNE chooses to terminate relationship with the Customer.

Hold Over Price (Fixed Rate Customers Only): After Customer's contract has expired with PowerNE, Customer or Customer's Agent may request to return to the utility, re-sign with PowerNE for a subsequent term, or change to another CEPS. If Customer remains with PowerNE, but does not contract for another rate plan, Customer will

be charged a Hold Over Price, which is a monthly market based rate plus an adder not to exceed \$0.04 per kWh. In the event that PowerNE does not immediately charge the Hold Over Price, PowerNE does not waive the right to charge a Hold Over Price in some subsequent months.

Renewal (Fixed Rate Customers Only): Fixed rate contracts will automatically renew at the natural expiration of Customer's current agreement. Contract expiration notices containing Customer's renewal options, including any available rate plans, will be sent via Customer's preferred method of contact at least thirty (30) days prior to the natural expiration of customer's contract. Notices will be delivered via Customer's specified preference (i.e. Email or USPS) and PowerNE is not responsible for any unopened or missed renewal notices. Customers wishing to cancel prior to their renewal must do so no later than the Opt Out date written in the renewal notice. Opt Out requests received after the Opt Out date may be subject to the Early Termination Fee below.

Termination: Customer may terminate this agreement at any time, subject to the Early Termination Fee, as described below. Notice of Customer's desire to terminate service may be submitted by; Phone*, USPS, Email, Fax.

* Notice via phone may require additional information to confirm termination.

Early Termination Fee:

a. Fixed Rate Customers: If Customer cancels their PowerNE service for any reason, including but not limited to enrollment with another CEPS, at any time prior to the natural expiration of their contract, PowerNE may assess a one-time Early Termination Fee consisting of \$100.

b. Variable Rate Customers: Customer may cancel with 45-day notice to PowerNE to terminate service (i.e. Eversource). In the event that Customer does not provide 45-days' notice*, PowerNE reserves the right to assess a one-time fee of \$45.

Local Host Utility Services: The local utility (i.e. Eversource) will continue to deliver electricity to Customer's home or place of business, read Customer's meter(s), issue Customer's bill and make repairs should Customer have an outage or issue with service. The local utility will also respond to emergencies and provide traditional utility services. The cost of electricity supply that Customer purchases from PowerNE will be included in the local utility monthly bill, unless billing service is unavailable from the local utility, in which case Customer will receive a separate PowerNE bill.

Deposit: PowerNE does not require a deposit currently.

Budget Billing: Budget Billing is available through the Customer's local utility company.

Billing: Residential and Small Commercial Customers will continue to be billed by the local utility company (i.e. Eversource) on the regular monthly invoice. Customer's local utility company serves as billing agent on behalf of PowerNE. A section on the monthly utility invoice will outline the PowerNE electricity supply charge in the place of the utility supply charge. The contact information for the local utility company may be found on the most recent utility invoice for billing questions.

Billing Agent Information: Eversource, P.O. Box 650047, Dallas, TX 75265-0047 (800) 662-7764

Late Penalties, Charges, and Fees: Customer's payments are due per the PUC 1200 rules of their utility billing agent.

Non-payment by Customer: Unless customer is on a payment plan or budget billing and is current on the payment plan or budget billing arranged by the local utility, if due to Customer's non-payment there remains an outstanding balance due to PowerNE for a period of no less than thirty (30) days following written notice to Customer from PowerNE, PowerNE reserves the right to terminate Customer's agreement with PowerNE and

return the account to the local utility default service. In addition to invoicing Customer for any amounts still owed at the time of termination, Customer will be responsible for **Early Termination Fee** described above. If PowerNE is compelled to pursue Customer for non-payment through the legal system and PowerNE is awarded any amount owed, Customer shall be responsible for PowerNE's reasonable costs associated with successful collection and pursuit, including legal fees.

Note: Electricity Disconnection can only be performed by the Customer's local default utility, per the disconnect rules set forth in PUC 1200. PowerNE cannot disconnect Customer's power for any reason.

Customer Relocation: In the event that Customer relocates within the PowerNE service territory while under contract with PowerNE for electricity supply, Customer must contact PowerNE **thirty (30) days prior** to the relocation in order to begin account transfer and avoid **Early Termination Fee**. If Customer relocates while under contract with PowerNE and does not transfer their new account to PowerNE on the next scheduled meter read date, PowerNE may assess **Early Termination Fee**. Customers that relocate out of PowerNE service territory while under contract with PowerNE may be assessed **Early Termination Fee**.

Customer Dispute Resolution: If Customer wishes to dispute any Electricity Supply Charge, invoice, notice, or service provided under these Terms and Conditions, Customer may call PowerNE at (603) 413-6602. Please note that PowerNE has no control over the local utility company charges. Please be sure to check the utility invoice first to confirm that the item at issue relates the electricity supply charge. Otherwise, PowerNE recommends calling the local utility company to resolve the issue. Customer has the right to file a complaint with the New Hampshire Public Utilities Commission (NHPUC) at (800) 852-3793 after you have attempted to resolve a dispute with PowerNE.

Assignment: PowerNE shall have the right to assign Customer's account(s) and contract to another CEPS at its sole discretion. In accordance with PUC 2004.05, written notice will be provided to Customer via Customer's preferred method of contact no less than 14 days prior to the effective date of change. Customer will have the option to choose another CEPS or return to default service offered by Customer's local utility company.

Mid Cycle Meter Reads: Conditional upon the distribution utility performing mid cycle meter reads in accordance with PUC 2000, Customer authorizes PowerNE to act on its behalf when requesting Customer's utility to perform a Mid Cycle Meter Read for any of Customer's account(s) placed with PowerNE.

Payment and Usage History Authorization: Customer grants access to and authorizes PowerNE to review any and all payment and usage history in the possession of Customer's host utility.

Return to the Utility: PowerNE may, at any time, return Customer's account to their host utility during the term of Customer's contract. Such reasons for Customer return to utility may include, but are not limited to: Change in market Conditions, Change in Law or Regulation, (Electronic Data Interchange) EDI Error, Assignment to new Competitive Electricity Provider, etc.

Force Majeure: Except for Customer's obligation to make payments when due, neither party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" are occurrences beyond a party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, explosions, breakage, shortage or unavailability of transmission facilities, and actions of any governmental authority or the local utility company which result in conditions, limitations, rules, or regulations that materially impair either party's ability to perform hereunder. The affected party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon and use commercially reasonable efforts to resume performance hereunder.

Public Utility Commission Notices: If you have any questions regarding your rights and/or responsibilities, please contact the Public Utilities Commission at 1 (800) 852-3793.

PowerNE maintains customer information with the strictest sense of confidentiality and will not share customer information to any unaffiliated party or parties outside the normal and/or necessary scope of serving Customer's electricity supply. PowerNE shall not release confidential customer information including but not limited to

Customer name, address, email address or telephone number without written consent from Customer.

Please note that as a small commercial or residential customer, Customer has a limited right of contract rescission. If Customer has received electronic notice of these terms and conditions, Customer has **three (3) business days** from receipt to notify PowerNE of Customer desire to withdraw from this rate program. If Customer has received hard copy notice of these terms and conditions, via regular mail, Customer has **five (5) business days** from post marked receipt to notify PowerNE of Customer's desire to withdraw from this rate program.

Do Not Call Registry: Information regarding the Do Not Call Registry, including instructions for sign up, may be found at <https://www.donotcall.gov/>

Bill Payment Assistance: Below is a list of social service agencies and programs available to low income customers for bill payment assistance.

Community Action Program: Belknap/Merrimack Counties – www.bm-cap.org

Concord: 603.225.6880

Meredith: 603.279.4096

Franklin: 603.934.3444

Suncook : 603.485.7824

Laconia: 603.524.5512

Warner: 603.456.2207

Rockingham Community Action – www.rcaction.org

Portsmouth: 603.436.3896

Toll-free: 1.800.639.3896

Salem: 603.898.8435

Southern NH Services (Hillsborough County) – www.snhhs.org

Manchester: 603.647.4470

Toll-free: 1.800.322.1073

Peterborough: 603.924.2243

Nashua: 603.889.3440

Toll-free: 1.877.211.0723

Southwestern Community Services (Cheshire and Sullivan Counties) – www.scshehelps.org

Keene: 603.352.7512

Toll-free: 1.800.529.0005

Claremont: 603.542.9528

Stafford County Community Action - www.traffcap.org

Dover :603.749.1334

Rochester: 603.332.3963

Milton: 603.652.9893

Farmington: 603.755.9305

Tri-County Community Action (Coos, Carroll, and Grafton Counties) – www.tccap.org

Berlin: 603.752.3248

Lebanon: 603.448.4553

Littleton: 603.444.6653

Carroll County: 603.323.7400

Toll-free: 1.888.842.3835

Colebrook: 603.237.8168