



ELECTRICITY SALES AGREEMENT
NH Residential and Small Commercial Customer

RESIDENTIAL AND SMALL COMMERCIAL CUSTOMER INFORMATION

Customer Name:

Mailing Address:

Contact Name:

Telephone Number:

Email Address:

EDC Account Number(s) Service Address(s)

See Contract Addendum 1 attached hereto and incorporated herein.

Tax ID Number:

☐ Tax exempt or special tax status.

(Must provide appropriate documentation to ConEdison Solutions)

AGREEMENT FOR PURCHASE OF ELECTRICITY

The purpose of this document ("Letter of Authorization") is to authorize a change in Customer's electric power supplier and/or competitive electric power supplier ("CEPS") and to set forth the terms and conditions that apply. By signing and returning this document to Consolidated Edison Solutions, Inc. ("ConEdison Solutions"), Customer hereby offers to purchase from ConEdison Solutions the electric requirements for the listed account(s) at the rate(s) per kilowatt hour (kWh) specified below, for the period beginning with Customer's meter reading for _____ and ending with Customer's meter reading for _____ (the "Term"). Customer hereby authorizes ConEdison Solutions to enroll Customer in the retail choice program and for the duration of the Term, Customer acknowledges that ConEdison Solutions is the sole CEPS.

Upon ConEdison Solutions' acceptance of Customer's offer (indicated by ConEdison Solutions' signing below), Customer will be bound, subject to the termination rights set forth herein, to receive and purchase from ConEdison Solutions, and ConEdison Solutions will be bound to provide and sell to Customer, electricity during the Term in accordance with this Electricity Sales Agreement including the Terms of Service and all Addendums (the "Agreement"). (In this Agreement the Customer is referred to as "you" or "your" or "Customer" and ConEdison Solutions is referred to as "ConEdison Solutions" or "we" or "our" or "us.")

Customer: _____

Name (Print): _____

Signature: _____

Title (if any): _____

Date: _____

Consolidated Edison Solutions, Inc.

Name (Print): _____

Signature: _____

Title: _____

Date: _____

Consolidated Edison Solutions, Inc., 100 Summit Lake Drive, Suite 410, Valhalla, NY 10595; 1-800-316-8011

PRICING

For the Term of this Agreement, the per kWh price you pay for electric supply for the listed accounts is set forth in Contract Addendum 1, exclusive of applicable transmission and distributions charges, system benefit and standard cost recovery charges and taxes. ConEdison Solutions does not add additional charges or fees when you switch to our service.

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1. ELECTRICITY SUPPLY SERVICE.

Consolidated Edison Solutions, Inc. ("ConEdison Solutions," "our," "us," or "we") is licensed by the New Hampshire Public Utilities Commission ("PUC") to supply electricity to customers in the State of New Hampshire, however, the PUC does not regulate the prices that we charge our customers. ConEdison Solutions agrees to sell, and you agree to purchase, your full electricity requirements in accordance with the terms and conditions set forth herein for the account(s) and at the price specified on the first page of this Electricity Sales Agreement ("Agreement"). The electricity supplied by ConEdison Solutions will be delivered to you by your Electric Distribution Company ("EDC").

2. PRICE AND TERM. The price and initial term ("Term") of this Agreement is set forth on the first page of the Agreement and Contract Addendum 1. The price does not include other costs, including transmission and distribution charges, system benefits charge, standard cost recovery charge and taxes. In order to compare (i) the per kWh price that you pay under this Agreement with (ii) the default service rate available from your EDC, you should contact your EDC and/or consult the EDC's website for information regarding your EDC's default service rate. Your EDC's website also contains information on how to find your current electric generation service rate on your bill.

3. RENEWAL. If ConEdison Solutions desires to renew the Agreement, then not less than 30 days nor more than 60 days prior to the end of the initial Term (and each subsequent Term), ConEdison Solutions will notify you of the pending renewal. The notice will include: (1) any changes to the material terms and conditions, including the electricity term and price, of this Agreement; (2) information on how you can terminate this Agreement at the conclusion of the Term without penalty, and (3) a statement that terminating the Agreement without selecting another supplier will return you to your EDC's default service. This Agreement will automatically renew unless you cancel the renewal by notifying ConEdison Solutions within 15 days of your receipt of such notice.

4. BILLING AND PAYMENT. In the event that you are billed through your EDC's consolidated billing program, you will receive a single bill containing both the EDC's charges for the distribution, transmission, and other services the EDC provides to you, as well as ConEdison Solutions' electricity supply charges, and payment is due in accordance with your EDC's tariffs. At any time during the term, we may exercise the right to bill you directly, rather than through your EDC, in which event payment is due by the date set forth on the invoice or if no date for payment is provided on the invoice, payment is due within twenty five (25) days of the date of the invoice ("Payment Date"). If payment is not received by the Payment Date, it is considered late and may be reported to a credit agency. Late payments or partial payment balances will be subject to a late fee of 1.5% per month, or the maximum rate allowable by law. Your bill will be based on monthly meter readings. If your EDC is unable to read your meter, your EDC will estimate your charges based on previous usage history, and later adjust it based on actual usage shown by a meter reading. We shall make a similar adjustment to your bill. You shall reimburse ConEdison Solutions for any collection fees we incur in collecting your outstanding invoices. We do not offer third-party or deferred billing options. We may require a security deposit of up to two (2) months estimated usage and you agree to provide such a deposit upon written request. Interest will not be paid on deposits unless required by law.

5. TITLE AND TAXES. Unless we notify you otherwise, title to the electricity sold hereunder shall pass from us to you when it is delivered by us to the EDC. You shall be responsible for applicable transfer, sales or other taxes and charges related to this transaction, however designated, unless prior to execution of this Agreement you have given us applicable, valid tax exemption certificates.

6. FORCE MAJEURE. Except for your 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

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disturbances, acts of terrorism, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, breakage, shortage or unavailability of transmission facilities, and actions of any governmental authority or your EDC 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.

7. LIMITATION OF LIABILITY. ConEdison Solutions' liability in connection with this Agreement shall in no event exceed the difference between the reasonable cost of replacing any unsupplied electricity and the price under this Agreement. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT.

8. NO WARRANTIES. CONEDISON SOLUTIONS MAKES, AND YOU RECEIVE, NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AND CONEDISON SOLUTIONS SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. CHANGE OF SERVICE LOCATION. You must notify both your EDC and ConEdison Solutions 45 days in advance of a change in your service location. A final meter read will be made at your old service location, the account at such service location will be closed, and you will be responsible to pay for the electricity delivered to such service location until the effective date of such termination.

10. TERMINATION OF AGREEMENT BY CUSTOMER. (a) Residential customers may rescind this Agreement without penalty within five (5) business days after receipt of the Agreement in the

mail or by electronic delivery. In addition, a residential customer may also cancel this Agreement without penalty at any time by contacting ConEdison Solutions by telephone at 1-888-320-8991, by email at webinfo@conedsolutions.com, or by writing to ConEdison Solutions, Attn: Contract Termination, 100 Summit Lake Drive, Valhalla NY 10595. You may also terminate this Agreement by signing up with another electricity provider or by contacting your EDC. The effective date of your termination will be the next applicable meter read date after expiration of the required notice period. Upon termination, payment will be due for all outstanding charges (including any late payment fees) for electricity provided prior to the effective date of the termination. In the event that you terminate this Agreement and do not choose another supplier, you will be returned to the EDC's default service.

(b) Small commercial customers (i.e., a non-residential customer taking service under a utility tariff having a normal maximum demand threshold of less than 100 kilowatts) whose load is not combined with that of other locations of the same business) have 3 business days from the date of personal or electronic delivery, or 5 business days from the postmarked date if delivery is via the United States Postal Service, of this Agreement to rescind this Agreement without charge or penalty. You may also terminate this Agreement, in whole or as relating to any single account that is included in this Agreement, by providing thirty (30) days advance written notice to ConEdison Solutions. In the event that you terminate this Agreement, you shall pay to ConEdison Solutions as an "Early Termination Fee" the following: payment at the rate specified in this Agreement (including any applicable late payment fees and taxes) for service provided by ConEdison Solutions prior to the effective date of the termination for which you have not already made payment, plus: (i) for a *fixed price contract*, payment at the rate specified in this Agreement (including any applicable taxes) as though service was provided to you by ConEdison Solutions, based on your historical usage, from the effective date of the

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termination through the balance of the Term, less any revenues received by ConEdison Solutions as a result of any liquidation or resale of the electric supply purchase commitments entered into by ConEdison Solutions to provide service to You over the entire Term of this Agreement; or (ii) for an *indexed price contract*, payment of the sum of \$0.0025 multiplied by the number of kilowatt hours remaining in the Term as though service was provided to you by ConEdison Solutions based on your historical usage during the period from the effective date of the termination through the balance of the Term. You may terminate this Agreement before the end of the Term without paying an Early Termination Fee on written notice if we are in material default of any of our obligations under this Agreement and such default continues for forty five (45) days after we receive written notice from you. You shall remain responsible for payment of all outstanding charges for electricity delivered and service rendered prior to the effective date of termination of this Agreement.

11. TERMINATION OF AGREEMENT BY CONEDISON SOLUTIONS. ConEdison Solutions may terminate this Agreement upon 10 business days written notice for any of the following: (i) if a change in law, regulation or tariff affects our ability to serve you, (ii) for non-payment; (iii) if your EDC is unable to read your meter; or (iv) upon any default of your obligations under this Agreement. In the event that service is terminated pursuant to this section, you shall pay, upon being billed, all outstanding balances and any other costs incurred by ConEdison Solutions through the effective date of termination for which you have not already made payment, and, if you are a small commercial customer, the Early Termination Fee specified in Section 10, above. The effective date of the termination will be the next applicable meter read date after expiration of the required notice period.

12. ASSIGNMENT. You may not assign your interest or obligations under this Agreement without the written consent of ConEdison Solutions. ConEdison Solutions may sell, transfer, pledge, or assign the accounts, revenues, and proceeds hereof in connection with any financial agreement.

ConEdison Solutions may assign this Agreement to another energy supplier, energy services company, or other entity authorized by the PUC. ConEdison Solutions must provide the Customer 14 days' prior notice that meets applicable State law requirements before the assignment of this Agreement to another service provider. Upon such assignment, Customer agrees that ConEdison Solutions shall have no further obligations hereunder.

13. PRIVACY STATEMENT. You authorize the release by your EDC to ConEdison Solutions of information relating to your account, including name, address and telephone number, billing and payment history, account numbers, historical and future electricity usage, and meter readings. ConEdison Solutions will not give, sell or release your confidential customer information to any unaffiliated party without your written or verifiable oral authorization, unless we are required to do so by law, or it is necessary to protect our services, enforce our terms of service, or to prevent a violation of another party's rights. However, we may share your information with our consultants and contractors so that they may perform services for us, and, if our business or any portion of our business is sold, assigned to, or acquired by another entity, your customer information may also be transferred to that entity as one of our business assets.

14. ELECTRIC ASSISTANCE PROGRAM "EAP"). EAP is a discount electric rate available to a qualifying residential customer by its EDC. **If you are currently on such a rate with the EDC, we suggest that you not enroll with ConEdison Solutions as the program benefits do not apply to our charges.** For further information, contact the local Community Action Agency ("CAA") by either calling the New Hampshire Public Utilities Commission ("PUC") at 1.800.852.3793 or visiting the PUC's website at <http://www.puc.state.nh.us/Consumer/electricassistanceprogram.htm> to obtain contact information based on the County in which Customer's account is located. Additional information regarding EAP and other assistance programs, including Low Income Heating Assistance Program, Neighbor Helping

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Neighbor and Project Care, can be found on the Office of Consumer Advocate's Assistance Program page located at:

<http://www.oca.nh.gov/assistanceprograms.htm>

15. POWER OUTAGES AND EMERGENCIES. In the event of an emergency, such as a power failure or a downed power line, you should call your EDC telephone number listed on your monthly bill or at the phone number provided below:

Granite State/ Liberty Utilities	1-800-375-7413
PSNH	1-800-662-7764
Unitil	1-800-852-3339

16. CONTACT INFORMATION AND DISPUTE RESOLUTION PROCEDURES. If you have a question, concern, or complaint regarding ConEdison Solutions' service, please contact our Customer Service Center by telephone at 1-888-320-8991, by email at webinfo@conedsolutions.com or by writing to ConEdison Solutions, 100 Summit Lake Drive, Valhalla, NY 10595. We will attempt to address any customer complaint within fifteen (15) days of its receipt. ConEdison Solutions and you agree to use good faith efforts to resolve any dispute that may arise. Customers may also contact the PUC at 215 South Fruit Street, Concord, NH 03301-2426, or by calling 1-800-852-3793, or via the Internet at www.puc.state.nh.us if you have any questions about your rights and responsibility.

17. GENERAL PROVISIONS. This Agreement, or any rights or obligations hereunder, may be assigned by ConEdison Solutions upon 30 days notice. This Agreement sets forth the entire agreement between the parties respecting this subject matter hereof, and all prior agreements, understandings, and representations, whether oral or written, are merged in this Agreement. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the party granting such waiver and no such waiver or failure to enforce a term or provision of this Agreement on any occasion shall be construed as a waiver of the same or any other term or condition on any other occasion. This

Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without recourse to such state's choice of law rules, except that any dispute regarding the use of electronic signatures and records to form this Agreement shall be determined pursuant to the Electronic Records and Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001-7031, or New Hampshire R.S.A. §294-E-1 et seq., as applicable. This Agreement is subject to all valid and applicable legislation and to all present and future orders, rules, and regulations of authorities having jurisdiction (collectively "Laws") and both parties agree to comply with all such applicable Laws.

18. ENVIRONMENTAL INFORMATION DISCLOSURE. Information on our air emissions and fuel mix is available at www.conedsolutions.com/contentlabels.

19. DO NOT CALL REGISTRY. You may opt out of receiving any telemarketing calls by registering with the National Do Not Call Registry online at <https://www.donotcall.gov/register/reg.aspx> or by telephone by calling 1-888-382-1222 from the phone number you wish to register.