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(877) 611.MINT

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www.mintenergy.net

October 11, 2017

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

NHPUC 12OCT'17AM11:50

**RE: Mint Energy, LLC – DM 17-130 -- Compliance with Puc 2000 Rules Amendments Effective November 1, 2017 - Filing of Revised Contract Forms for Residential and Small Commercial Customers**

Dear Director Howland,

Pursuant to DRM 16-853 and your letter dated September 26, 2017, enclosed please find an original and two paper copies of Mint Energy's Residential/Small Commercial contract for use after November 1, 2017, along with related disclosure documents. We have included one clean version of the terms of service, along with an annotated version containing comments citing specific section of Puc 2000).

In addition to the original and two paper copies, Mint Energy has also submitted, pursuant to Puc 203.03, PDF electronic copies to: [executive.director@puc.nh.gov](mailto:executive.director@puc.nh.gov) and all other members of the service list for our most recent docket, DM 17-130.

Please feel free to contact me directly at (781) 229-6468 x321 or by email at [tom.moore@mintenergy.net](mailto:tom.moore@mintenergy.net) with questions.

Sincerely,

Thomas A. Moore  
Counsel



# Electricity Supply Agreement—Terms of Service

New Hampshire – Residential & Small Commercial — Energy Lock™

## RESIDENTIAL CUSTOMER INFORMATION

Customer:  LDC Account No: *See attached Addendum A*  
 Fed Tax ID:  Duns:   Tax Exempt/Spec. Stat. (doc. req.)  
 Contract ID:  Created:  Valid Thru:   
 Initial Term (months):  Intended Start Month/Year:

\* Mint Energy will make commercially reasonable efforts to start service in the **Intended Service Month**.

Promo Code/Other:  Energy Lock™ Rate: \$  per kWh

**Agreement:** This Electricity Supply Agreement—Terms of Service that follows along with the Electricity Supply Authorization, and all addenda attached hereto form the Agreement (the “Agreement” or “ESA”) between Mint Energy, LLC (“Mint Energy”) and the above-specified Customer (hereafter, “Customer” or “You”)(each a “Party” and collectively the “Parties.”)

**Enrollment Authorization:** You have read and agree to the provisions contained in this ESA. You authorize Mint Energy to enroll You with your Local Distribution Company (“LDC”) as your electricity supplier. You understand that You may only designate one company as your retail electric supplier for each account and that there may be a fee charged by your current supplier to switch to Mint Energy. By signing this ESA and/or accepting electricity supply, (facsimile signature accepted as if it were an original) You warrant and represent that You are legally authorized to enter into this Agreement. By executing this ESA, Mint Energy does not guarantee its ability, but will make commercially reasonable efforts, to enroll the account(s) listed on Addendum A on each account’s meter reading date in the Intended Start Month/Year. **You also agree and understand that supply of electricity under this ESA by Mint Energy is expressly conditioned upon Mint Energy’s (1) review and approval (in its absolute discretion) of your creditworthiness and (2) verification of the accuracy of all Customer-provided information with respect to electricity usage and Addendum A.**

## CUSTOMER CONTACT – Notify by (select one): Email Paper

Name:  Street Address:   
 City, State, Zip:   
 Phone:  Fax:  Email:

### MINT ENERGY CONTACT

Name: Mint Energy, LLC  
 Street Address: One Rounder Way, Suite 220  
 City, State, Zip: Burlington, MA 01803  
 Phone: (877) 611-6468  
 Fax: (888) 611-6468  
 Email: [custserv@mintenergy.net](mailto:custserv@mintenergy.net)

### CUSTOMER PAYMENTS

(applies only to customers billed directly by Mint Energy)

**For payment by check, please send to:**  
 Mint Energy, LLC  
 Department 1510  
 P.O. Box 4110  
 Woburn, MA 01888-4110

### CUSTOMER SIGNATURE

Customer:   
 Signature:   
 Print Name:   
 Title:   
 Date:

### BACK OFFICE USE ONLY

Mint Energy, LLC  
 Signature:   
 Print Name:   
 Title: *Authorized Signatory*  
 Date:

# Electricity Supply Agreement—Terms of Service

New Hampshire – Residential & Small Commercial — Energy Lock™

## Definitions of Terms used in This Agreement:

- a) “CEPS” refers to a “Competitive Electric Power Supplier” as defined in Puc 2002.08
- b) “ESA” refers to this Agreement, the Mint Energy Electricity Supply Agreement
- c) “ISO” refers to the Independent System Operator, the entity that manages the wholesale power market and electricity transmission grid. For New Hampshire, this entity is ISO-New England (“ISO-NE”).
- d) “kWh” or kilowatt-hour is a unit of measurement of electricity used.
- e) “LDC” or “utility” refers to the Local Distribution Company, the company that maintains the wires, poles, and other infrastructure that physically delivers electricity to customers. Eversource is an example of a New Hampshire LDC.
- f) “RTO” refers to the Regional Transmission Organization, the entity that manages the electricity transmission grid. For New Hampshire, this entity is ISO-New England.

## TERMS AND CONDITIONS

- A. Product:** Mint Energy’s Energy Lock™ is an all-inclusive pre-determined per-kWh rate, full-requirements electricity supply product that aims to provide You with budget certainty on your electricity supply. Mint Energy will sell and deliver, or caused to be delivered, and You will purchase and receive, or cause to be received, during the term of this ESA, electricity for each metered account listed on Addendum A.
- B. Term of Supply:** Mint Energy will determine, (i.e., using the scheduled LDC/utility meter reading date), the Supply Start Date for each account listed in Addendum A after its receipt of your signed ESA. The Supply Start Date will be indicated on Mint Energy’s first invoice to You, and You remain responsible for all charges and fees related to service prior to the Supply Start Date. The Term will begin on the Supply Start Date, and will continue until the meter reading date during the last month of the Term specified in this ESA. Upon expiration of the Term, You will be returned to LDC default service, unless (a) a new Electricity Supply Agreement has been made with Mint Energy, or (b) You affirmatively choose another CEPS.
- C. Customer Class:** Customer warrants and represents that You are either a residential customer, or a non-residential customer whose aggregated accounts in New Hampshire do not exceed a combined 20 kilowatts of maximum demand.
- D. Rescission:** You may rescind this ESA within five (5) business days from the date on which the ESA is delivered to You via electronic delivery. If this ESA is delivered to You by first class mail, You may rescind within six (6) business days from the postmark date. If You are a residential customer, then you may rescind this ESA (a) within ten (10) business days from the date that You electronically receive this ESA, if You were enrolled through an in-person solicitation at Your residence, or (b) within eleven (11) business days from the postmarked date of this ESA being mailed by first class mail, if You were enrolled through an in-person solicitation at Your residence.
- E. Manner of Termination:** You have a right to change CEPS or to return to LDC default service at any time and with no advance notice, and may terminate supply by Mint Energy under this ESA, in whole or with respect to any single account included, by providing notice to Mint Energy either by email to [custserv@mintenergy.net](mailto:custserv@mintenergy.net) or by fax to 888-611-6468, or by phone to 877-611-6468, in order to change to

another CEPS or for any other reason. Should You choose to do so, Mint requests that You give Mint thirty days 30 days prior notice (e.g., [custserv@mintenergy.net](mailto:custserv@mintenergy.net)). You may also terminate service with Mint Energy by (a) contracting with a new CEPS for electricity supply, (b) contracting with an aggregator granted agency authority, or (c) contacting the utility to select utility default service. In any case, Customer's LDC will then be solely responsible for implementing the termination of enrollment from Mint Energy. Moreover, You will remain responsible to Mint Energy for all charges for electricity delivered until the day your LDC completes implementation of your election to stop electricity supply (the "Enrollment Drop Date"). Mint Energy may terminate this ESA and supply of electricity hereunder for cause, as specified elsewhere in this ESA.

- F. Termination Charges:** There are no early termination fees associated with this Agreement. Should a Customer Enrollment Drop Date occur prior to the end of the Term, Customer will only be responsible for any outstanding fees due to Mint Energy for electricity and related services it has provided to Customer pursuant to this ESA before the Enrollment Drop Date, including late fees for any overdue payments.
- G. Price:** Customer agrees to pay charges in cents per kWh as specified herein for electricity consumption during the Term. During the Initial Term, the **Energy Price** will be the **Energy Lock™ Rate** shown on Page 1 of the ESA. The Energy Price includes, among other things, charges for electricity, capacity, congestion, losses, ancillaries, and charges for compliance with the New Hampshire Renewable Portfolio Standards.
1. Your Energy Price does not include any permissible pass-through or other charges. Additionally, Your Energy Price does not include, and You will be billed by the distribution company for, charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes.
  2. You are responsible for paying LDC delivery charges as well as any other applicable charges.
  3. If You used a third-party representative (e.g., a broker or consultant) to secure this Agreement, the Energy Lock™ Rate may include a fee assessed by such representative for its services to You.
  4. The average price per kWh of this product will not vary based on incremental levels of usage. Regardless of usage, the average price per kWh will remain the same.
- H. Billing and Payment Methods:** You will be billed monthly for electricity supply provided hereunder via either (a) the **Complete Billing Method**, under which You will receive a single invoice from your LDC containing charges from both the LDC for its transmission, distribution, and other charges, and Mint Energy's electric supply charges or (b) the **Dual Billing Method**, where the LDC and Mint Energy will bill for their respective charges separately. You may be assigned to either Billing Method at the sole discretion of Mint Energy. Any change to your Billing Method made by Mint Energy after your first bill has been sent will not be effective until at least 30 days have passed from sending of such notice.
1. Under the Dual Billing Method, payments for Mint Energy's electric supply charge should be made directly to Mint Energy, to the address indicated on the invoice. Full payment due must be received by Mint Energy during normal business hours (i.e., by 5 p.m.) within twenty-five (25) calendar days from the date upon the invoice ("Payment Date"). Should such date fall on a weekend or nationally recognized holiday, such payment will be due on the next business day. If full payment is not received by the Payment Date, it will be considered late. Charges from your LDC for its transmission, distribution, and other charges will be sent to You by your LDC on a separate invoice, and shall be your sole responsibility.
  2. Under the Complete Billing Method, payments should **not** be made directly to Mint Energy, but rather to your LDC. All payments should be made in accordance with your LDC's applicable tariffs.
  3. Regardless of Billing Method, failure to make full payment on such terms will be considered a material breach of this Agreement, resulting in the imposition of late payment charges. Additionally,

You may be reported to a credit agency, and You will be subject to default, termination, and other relevant ESA provisions. Late and partial payment balances will be subject to charges calculated and accrued on a daily basis at the annual interest rate of ten (10%) percent. In addition, You will reimburse Mint Energy for any fees we incur related to late payments or insufficient credit, returned checks, or collecting on any outstanding invoices, including reasonable attorney's fees. Upon termination of this ESA, You agree to pay invoices for any electric supply charges, or any portion thereof, that may be found to have been actually used by You during the term of this ESA and not previously billed

- I. Title and Risk of Loss:** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from Mint Energy to Customer at the delivery point for each account specified in Addendum A.
- J. Customer Service/Emergency Contact:** For general inquiries about your electricity service and other non-emergency issues, contact Mint Energy toll free at (877) 611-6468 or by mail at 1 Rounder Way, Suite 220, Burlington MA, 01803 Attn: Customer Service. In the event of an electric-related emergency such as a power outage and/or pole, wires, or equipment service needs, Customer agrees to call the LDC at its emergency phone number: Eversource: 1-800-662-7764; NH Electric Co-Op.: 1-800-698-2007; Liberty Utilities: 1-800-375-7413.
- K. Credit Requirements:** Mint Energy reserves the right to request a credit history on You prior to offering electricity supply or at any time during the term of this ESA. Mint Energy reserves the right to refuse service to any individual that does not meet Mint Energy's minimum credit requirements.
- L. Consent to Obtain Usage Data and Information Disclosure:** By executing this ESA and/or accepting delivery of electricity under this ESA, You authorize Mint Energy to obtain, and its LDC to release to Mint Energy, any Customer account information, including historical usage information, interval data, account number, and any billing and payment history, including Your participation in budget billing or extended payment arrangements (if applicable). Specifically, You consent to the release to Mint Energy, from your LDC, any Real Time Meter data, including demand (kW), usage (kWh) and/or kVA data, at both the interval and summary level for all accounts and service addresses listed in Addendum A. You further authorize Mint Energy to release confidential and other information to your LDC necessary to enroll You.
- M. Termination of ESA by Mint Energy/Customer Default:** Mint Energy reserves the right to terminate this ESA without damages or liability to Mint Energy of any kind, and may return You to LDC basic service: (i) as soon as permitted by PUC regulations, if You fail to make timely payment of all amounts due Mint Energy on the due date, which also specifically includes when payment is declined by your financial institution for non-sufficient funds or any other reason; (ii) after ten (10) days written notice, if the LDC is unable to read your meter for two (2) consecutive months due to circumstances controlled by You; (iii) if any information, representation, or warranty You made in this ESA proves to have been false or misleading in any material respect, or ceases to remain true during the Term, and within five (5) business days of such, You do not provide written notice to Mint Energy correcting such false or misleading information; (iv) Excluding (i) through (iii) above, You materially default on any other obligations under this ESA, provided such default is not remedied within three (3) days of its awareness, or Mint Energy's notice, whichever occurs earliest; or as soon as lawfully allowed thereafter.
- N. Force Majeure:** Except for your obligation to make payments when due, neither Party will be liable to the other for any delay or failure to perform its obligations under this ESA caused by occurrences not caused by such Party. Such occurrences include but are not limited to an act of God or public enemy, storm,

earthquake/natural forces, war, riot, public disturbance, labor action, non-performance of the LDC or ISO/RTO, or unavailability of transmission or distribution facilities. The affected Party or Parties will be excused from such performance and any further performance required under this ESA for whatever period is reasonably necessary to alleviate the effects of the Force Majeure.

- O. Changes in Law, Market Structure, Electricity Needs or Classifications:** If there is a change in or implementation of (1) law, rule, regulation, ordinance, statute, judicial decision, administrative order and the like; (2) material change in ISO/RTO operating guidelines or protocols, load or capacity zone boundary or hub definitions; (3) modification of distribution company tariffs or standard terms and conditions; (4) changes in programs including, but not limited to resource adequacy, the New Hampshire Renewable Energy Portfolio Standard, and the like; or (5) electricity market structure, and such change results in Mint Energy incurring additional costs or expenses associated with providing the services described herein, such additional costs or expenses are the responsibility of the Customer and will be assessed to You in Mint Energy's monthly bill as an additional charge, and You hereby agree to pay all such charges. Further, in the event any order of any governmental authority, regulation, or law adversely and materially impacts Mint Energy's ability to perform, Mint Energy may terminate this ESA without penalty.
- P. Limitation of Liability:** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS ESA WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS ESA. MOREOVER, THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGES WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY.
- Q. Disclaimer of Warranty:** MINT ENERGY EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING QUALITY OF ELECTRICITY DELIVERED PURSUANT TO THIS ESA, WHETHER WRITTEN, ORAL, EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- R. Governing Law and Dispute Resolution:** This ESA, including any arbitration decision, is governed by and shall be construed, enforced and performed in accordance with the laws of the State of New Hampshire, without regard to principles of conflicts of law. Further, if necessary, venue will be in New Hampshire courts. If You are unsatisfied with Mint Energy's products or services, you may contact Mint Energy via phone, fax, or email to resolve the issue. The Parties agree that any billing dispute must be made to Mint Energy in writing by You within twelve (12) months of the billing date, or it will be waived. You may contact the New Hampshire Public Utilities Commission Consumer Services Division at 1-800-852-3793 if You have questions about your rights and responsibilities.
- S. Assignment:** Mint Energy may assign its rights and obligations under this Agreement to a third party without your consent, including the sale of all or substantially all the assets or merger or consolidation involving Mint Energy. Prior to assigning its rights and obligations to a third party, Mint Energy will provide You with a conspicuous written notice at least 14 days prior to the effective date of such change, that includes: 1) that Mint Energy shall discontinue providing services to You; 2) that unless You select an alternate CEPS or return to default service, You will be assigned to the proposed transferee or purchaser; 3) the date that Mint Energy will discontinue providing services to You; 4) that the change of CEPS shall be without charge to You; 5) A clear statement: a) Of any difference between Mint Energy's rates, terms, or conditions of service and the

rates, terms or conditions of service of the proposed transferee or buyer; or b) That Mint Energy's rates, terms, and conditions of service and those of the proposed transferee or buyer are the same; 6) The name address, telephone number, and email address of the proposed transferee or buyer if You do not select an alternate CEPS within the prescribed time period; and 7) the time period within which You shall make a selection of any alternative CEPS or be returned to default service, if different than the date Mint Energy will cease to provide service to You.

You may not assign your rights and obligations under this Agreement to a third party without the prior written consent of Mint Energy. Mint Energy may deny such assignment based on the creditworthiness of the assignee. This Agreement will be binding upon and will inure to the benefit of both Parties, and their respective heirs, representatives, and successors, except as otherwise limited herein.

- T. Forward Contract:** The Parties agree that (1) this ESA is a "Forward Contract" and that (2) Mint Energy is a "forward contract merchant" for the purposes of United States Bankruptcy Code, as amended, (the "Bankruptcy Code"). The Parties further agree that any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code.
- U. No Waiver:** Mint's failure to act or waiver of any right or obligation hereunder, including in respect to any Default by You, shall not be considered a waiver of any future right or obligation, whether of a similar or different character.
- V. Rule of Construction:** The language in this ESA will be interpreted as to its fair meaning and not strictly for or against any Party. Any rule of construction stating that ambiguities are to be resolved against the drafting Party will not apply in interpreting this ESA.
- W. Severability:** If any provision of this ESA shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- X. Entire Agreement; Amendment:** This ESA, along with any attachments and/or addenda, constitute the entire agreement between You and Mint Energy relating to the subject matter hereof and supersedes any other agreements, written or oral, between You and Mint Energy concerning the subject matter of the ESA. Except as otherwise set forth in this ESA, this ESA may be amended only by mutual agreement between You and Mint Energy and any amendment will not be effective until reduced to writing and executed by both Parties. This ESA may not be amended by course of performance or course of conduct.
- Y. Do Not Call/Consumer Rights:** To the extent applicable, Customer may be included on a Do Not Call list by registering with the Federal Trade Commission at [www.donotcall.gov](http://www.donotcall.gov) or by telephone at 866-382-1222. You may obtain additional Information regarding consumer protection rights from the Consumer Services Division of the New Hampshire Public Utilities Commission at 1-800-852-3793.
- Z. Confidentiality:** Mint Energy will not release any of your Confidential Information (as defined in this section) without first obtaining your prior written authorization, unless required by law. For the purposes of this section, your Confidential Information shall include, but not be limited to: your name, address, email address, telephone number, and individual customer payment information.

**AA. Bill Payment Assistance for Low Income Customers:** For residential customers, the statewide Electric Assistance Program provides qualifying low-income customers with payment assistance for their electric bills. Programs are available through the following social service agencies: (1) Southern New Hampshire Services - 1-800-322-1073, (2) Southwestern Community Services - 1-800-529-0005, (3) Rockingham

Community Action - 1-800-639-3896, (4) Tri-County Community Action - 1-888-842-3835, (5) Community Action Partnership of Strafford County – (603) 516-8130, and (6) Community Action Program, Belknap/Merrimack Counties - (603) 225-6880.

CONFIDENTIAL



# Electricity Supply Agreement—Terms of Service

New Hampshire – Residential & Small Commercial — Energy Lock™

## RESIDENTIAL CUSTOMER INFORMATION

Customer:  LDC Account No: *See attached Addendum A*  
 Fed Tax ID:  Duns:   Tax Exempt/Spec. Stat. (doc. req.)  
 Contract ID:  Created:  Valid Thru:   
 Initial Term (months):  Intended Start Month/Year:

Commented [TM1]: 2004.03(g)(4)(a)

\* Mint Energy will make commercially reasonable efforts to start service in the Intended Service Month.

Promo Code/Other:  Energy Lock™ Rate: \$  per kWh

Commented [TM2]: 2004.03(g)(1)

**Agreement:** This Electricity Supply Agreement—Terms of Service that follows along with the Electricity Supply Authorization, and all addenda attached hereto form the Agreement (the “Agreement” or “ESA”) between Mint Energy, LLC (“Mint Energy”) and the above-specified Customer (hereafter, “Customer” or “You”)(each a “Party” and collectively the “Parties.”)

**Enrollment Authorization:** You have read and agree to the provisions contained in this ESA. You authorize Mint Energy to enroll You with your Local Distribution Company (“LDC”) as your electricity supplier. You understand that You may only designate one company as your retail electric supplier for each account and that there may be a fee charged by your current supplier to switch to Mint Energy. By signing this ESA and/or accepting electricity supply, (facsimile signature accepted as if it were an original) You warrant and represent that You are legally authorized to enter into this Agreement. By executing this ESA, Mint Energy does not guarantee its ability, but will make commercially reasonable efforts, to enroll the account(s) listed on Addendum A on each account’s meter reading date in the Intended Start Month/Year. **You also agree and understand that supply of electricity under this ESA by Mint Energy is expressly conditioned upon Mint Energy’s (1) review and approval (in its absolute discretion) of your creditworthiness and (2) verification of the accuracy of all Customer-provided information with respect to electricity usage and Addendum A.**

## CUSTOMER CONTACT – Notify by (select one): Email Paper

Name:  Street Address:   
 City, State, Zip:   
 Phone:  Fax:  Email:

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### MINT ENERGY CONTACT

Name: Mint Energy, LLC  
 Street Address: One Rounder Way, Suite 220  
 City, State, Zip: Burlington, MA 01803  
 Phone: (877) 611-6468  
 Fax: (888) 611-6468  
 Email: custserv@mintenergy.net

### CUSTOMER PAYMENTS

(applies only to customers billed directly by Mint Energy)

**For payment by check, please send to:**  
 Mint Energy, LLC  
 Department 1510  
 P.O. Box 4110  
 Woburn, MA 01888-4110

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### CUSTOMER SIGNATURE

Customer:   
 Signature:   
 Print Name:   
 Title:   
 Date:

### BACK OFFICE USE ONLY

Mint Energy, LLC  
 Signature:   
 Print Name:   
 Title: Authorized Signatory  
 Date:

## Electricity Supply Agreement—Terms of Service

New Hampshire – Residential & Small Commercial — Energy Lock™

### Definitions of Terms used in This Agreement:

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- d) “kWh” or kilowatt-hour is a unit of measurement of electricity used.
- e) “LDC” or “utility” refers to the Local Distribution Company, the company that maintains the wires, poles, and other infrastructure that physically delivers electricity to customers. Eversource is an example of a New Hampshire LDC.
- f) “RTO” refers to the Regional Transmission Organization, the entity that manages the electricity transmission grid. For New Hampshire, this entity is ISO-New England.

### TERMS AND CONDITIONS

- A. **Product:** Mint Energy’s Energy Lock™ is an all-inclusive pre-determined per-kWh rate, full-requirements electricity supply product that aims to provide You with budget certainty on your electricity supply. Mint Energy will sell and deliver, or caused to be delivered, and You will purchase and receive, or cause to be received, during the term of this ESA, electricity for each metered account listed on Addendum A.
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- C. **Customer Class:** Customer warrants and represents that You are either a residential customer, or a non-residential customer whose aggregated accounts in New Hampshire do not exceed a combined 20 kilowatts of maximum demand.
- D. **Rescission:** You may rescind this ESA within five (5) business days from the date on which the ESA is delivered to You via electronic delivery. If this ESA is delivered to You by first class mail, You may rescind within six (6) business days from the postmark date. If You are a residential customer, then you may rescind this ESA (a) within ten (10) business days from the date that You electronically receive this ESA, if You were enrolled through an in-person solicitation at Your residence, or (b) within eleven (11) business days from the postmarked date of this ESA being mailed by first class mail, if You were enrolled through an in-person solicitation at Your residence.
- E. **Manner of Termination:** You have a right to change CEPS or to return to LDC default service at any time and with no advance notice, and may terminate supply by Mint Energy under this ESA, in whole or with respect to any single account included, by providing notice to Mint Energy either by email to [custserv@mintenergy.net](mailto:custserv@mintenergy.net) or by fax to 888-611-6468, or by phone to 877-611-6468, in order to change to

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another CEPS or for any other reason. Should You choose to do so, Mint requests that You give Mint thirty days 30 days prior notice (e.g., [custserv@mintenergy.net](mailto:custserv@mintenergy.net)). You may also terminate service with Mint Energy by (a) contracting with a new CEPS for electricity supply, (b) contracting with an aggregator granted agency authority, or (c) contacting the utility to select utility default service. In any case, Customer's LDC will then be solely responsible for implementing the termination of enrollment from Mint Energy. Moreover, You will remain responsible to Mint Energy for all charges for electricity delivered until the day your LDC completes implementation of your election to stop electricity supply (the "Enrollment Drop Date"). Mint Energy may terminate this ESA and supply of electricity hereunder for cause, as specified elsewhere in this ESA.

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**F. Termination Charges:** There are no early termination fees associated with this Agreement. Should a Customer Enrollment Drop Date occur prior to the end of the Term, Customer will only be responsible for any outstanding fees due to Mint Energy for electricity and related services it has provided to Customer pursuant to this ESA before the Enrollment Drop Date, including late fees for any overdue payments.

Commented [TM8]: 2004.02(d)(7)

Commented [TM9]: 2004.02(d)(8)

**G. Price:** Customer agrees to pay charges in cents per kWh as specified herein for electricity consumption during the Term. During the Initial Term, the **Energy Price** will be the **Energy Lock™ Rate** shown on Page 1 of the ESA. The Energy Price includes, among other things, charges for electricity, capacity, congestion, losses, ancillaries, and charges for compliance with the New Hampshire Renewable Portfolio Standards.

1. Your Energy Price does not include any permissible pass-through or other charges. Additionally, Your Energy Price does not include, and You will be billed by the distribution company for, charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes.
2. You are responsible for paying LDC delivery charges as well as any other applicable charges.
3. If You used a third-party representative (e.g., a broker or consultant) to secure this Agreement, the Energy Lock™ Rate may include a fee assessed by such representative for its services to You.
4. The average price per kWh of this product will not vary based on incremental levels of usage. Regardless of usage, the average price per kWh will remain the same.

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**H. Billing and Payment Methods:** You will be billed monthly for electricity supply provided hereunder via either (a) the **Complete Billing Method**, under which You will receive a single invoice from your LDC containing charges from both the LDC for its transmission, distribution, and other charges, and Mint Energy's electric supply charges or (b) the **Dual Billing Method**, where the LDC and Mint Energy will bill for their respective charges separately. You may be assigned to either Billing Method at the sole discretion of Mint Energy. Any change to your Billing Method made by Mint Energy after your first bill has been sent will not be effective until at least 30 days have passed from sending of such notice.

1. Under the Dual Billing Method, payments for Mint Energy's electric supply charge should be made directly to Mint Energy, to the address indicated on the invoice. Full payment due must be received by Mint Energy during normal business hours (i.e., by 5 p.m.) within twenty-five (25) calendar days from the date upon the invoice ("Payment Date"). Should such date fall on a weekend or nationally recognized holiday, such payment will be due on the next business day. If full payment is not received by the Payment Date, it will be considered late. Charges from your LDC for its transmission, distribution, and other charges will be sent to You by your LDC on a separate invoice, and shall be your sole responsibility.
2. Under the Complete Billing Method, payments should **not** be made directly to Mint Energy, but rather to your LDC. All payments should be made in accordance with your LDC's applicable tariffs.
3. Regardless of Billing Method, failure to make full payment on such terms will be considered a material breach of this Agreement, resulting in the imposition of late payment charges. Additionally,

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You may be reported to a credit agency, and You will be subject to default, termination, and other relevant ESA provisions. Late and partial payment balances will be subject to charges calculated and accrued on a daily basis at the annual interest rate of ten (10%) percent. In addition, You will reimburse Mint Energy for any fees we incur related to late payments or insufficient credit, returned checks, or collecting on any outstanding invoices, including reasonable attorney's fees. Upon termination of this ESA, You agree to pay invoices for any electric supply charges, or any portion thereof, that may be found to have been actually used by You during the term of this ESA and not previously billed.

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- I. **Title and Risk of Loss:** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from Mint Energy to Customer at the delivery point for each account specified in Addendum A.
- J. **Customer Service/Emergency Contact:** For general inquiries about your electricity service and other non-emergency issues, contact Mint Energy toll free at (877) 611-6468 or by mail at 1 Rounder Way, Suite 220, Burlington MA, 01803 Attn: Customer Service. In the event of an electric-related emergency such as a power outage and/or pole, wires, or equipment service needs, Customer agrees to call the LDC at its emergency phone number: Eversource: 1-800-662-7764; NH Electric Co-Op.: 1-800-698-2007; Liberty Utilities: 1-800-375-7413.
- K. **Credit Requirements:** Mint Energy reserves the right to request a credit history on You prior to offering electricity supply or at any time during the term of this ESA. Mint Energy reserves the right to refuse service to any individual that does not meet Mint Energy's minimum credit requirements.
- L. **Consent to Obtain Usage Data and Information Disclosure:** By executing this ESA and/or accepting delivery of electricity under this ESA, You authorize Mint Energy to obtain, and its LDC to release to Mint Energy, any Customer account information, including historical usage information, interval data, account number, and any billing and payment history, including Your participation in budget billing or extended payment arrangements (if applicable). Specifically, You consent to the release to Mint Energy, from your LDC, any Real Time Meter data, including demand (kW), usage (kWh) and/or kVA data, at both the interval and summary level for all accounts and service addresses listed in Addendum A. You further authorize Mint Energy to release confidential and other information to your LDC necessary to enroll You.
- M. **Termination of ESA by Mint Energy/Customer Default:** Mint Energy reserves the right to terminate this ESA without damages or liability to Mint Energy of any kind, and may return You to LDC basic service: (i) as soon as permitted by PUC regulations, if You fail to make timely payment of all amounts due Mint Energy on the due date, which also specifically includes when payment is declined by your financial institution for non-sufficient funds or any other reason; (ii) after ten (10) days written notice, if the LDC is unable to read your meter for two (2) consecutive months due to circumstances controlled by You; (iii) if any information, representation, or warranty You made in this ESA proves to have been false or misleading in any material respect, or ceases to remain true during the Term, and within five (5) business days of such, You do not provide written notice to Mint Energy correcting such false or misleading information; (iv) Excluding (i) through (iii) above, You materially default on any other obligations under this ESA, provided such default is not remedied within three (3) days of its awareness, or Mint Energy's notice, whichever occurs earliest; or as soon as lawfully allowed thereafter.
- N. **Force Majeure:** Except for your obligation to make payments when due, neither Party will be liable to the other for any delay or failure to perform its obligations under this ESA caused by occurrences not caused by such Party. Such occurrences include but are not limited to an act of God or public enemy, storm,

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earthquake/natural forces, war, riot, public disturbance, labor action, non-performance of the LDC or ISO/RTO, or unavailability of transmission or distribution facilities. The affected Party or Parties will be excused from such performance and any further performance required under this ESA for whatever period is reasonably necessary to alleviate the effects of the Force Majeure.

- O. Changes in Law, Market Structure, Electricity Needs or Classifications:** If there is a change in or implementation of (1) law, rule, regulation, ordinance, statute, judicial decision, administrative order and the like; (2) material change in ISO/RTO operating guidelines or protocols, load or capacity zone boundary or hub definitions; (3) modification of distribution company tariffs or standard terms and conditions; (4) changes in programs including, but not limited to resource adequacy, the New Hampshire Renewable Energy Portfolio Standard, and the like; or (5) electricity market structure, and such change results in Mint Energy incurring additional costs or expenses associated with providing the services described herein, such additional costs or expenses are the responsibility of the Customer and will be assessed to You in Mint Energy's monthly bill as an additional charge, and You hereby agree to pay all such charges. Further, in the event any order of any governmental authority, regulation, or law adversely and materially impacts Mint Energy's ability to perform, Mint Energy may terminate this ESA without penalty.
- P. Limitation of Liability:** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS ESA WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS ESA. MOREOVER, THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGES WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY.
- Q. Disclaimer of Warranty:** MINT ENERGY EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING QUALITY OF ELECTRICITY DELIVERED PURSUANT TO THIS ESA, WHETHER WRITTEN, ORAL, EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- R. Governing Law and Dispute Resolution:** This ESA, including any arbitration decision, is governed by and shall be construed, enforced and performed in accordance with the laws of the State of New Hampshire, without regard to principles of conflicts of law. Further, if necessary, venue will be in New Hampshire courts. If You are unsatisfied with Mint Energy's products or services, you may contact Mint Energy via phone, fax, or email to resolve the issue. The Parties agree that any billing dispute must be made to Mint Energy in writing by You within twelve (12) months of the billing date, or it will be waived. You may contact the New Hampshire Public Utilities Commission Consumer Services Division at 1-800-852-3793 if You have questions about your rights and responsibilities.
- S. Assignment:** Mint Energy may assign its rights and obligations under this Agreement to a third party without your consent, including the sale of all or substantially all the assets or merger or consolidation involving Mint Energy. Prior to assigning its rights and obligations to a third party, Mint Energy will provide You with a conspicuous written notice at least 14 days prior to the effective date of such change, that includes: 1) that Mint Energy shall discontinue providing services to You; 2) that unless You select an alternate CEPS or return to default service, You will be assigned to the proposed transferee or purchaser; 3) the date that Mint Energy will discontinue providing services to You; 4) that the change of CEPS shall be without charge to You; 5) A clear statement: a) Of any difference between Mint Energy's rates, terms, or conditions of service and the

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rates, terms or conditions of service of the proposed transferee or buyer; or b) That Mint Energy's rates, terms, and conditions of service and those of the proposed transferee or buyer are the same; 6) The name address, telephone number, and email address of the proposed transferee or buyer if You do not select an alternate CEPS within the prescribed time period; and 7) the time period within which You shall make a selection of any alternative CEPS or be returned to default service, if different than the date Mint Energy will cease to provide service to You.

You may not assign your rights and obligations under this Agreement to a third party without the prior written consent of Mint Energy. Mint Energy may deny such assignment based on the creditworthiness of the assignee. This Agreement will be binding upon and will inure to the benefit of both Parties, and their respective heirs, representatives, and successors, except as otherwise limited herein.

- T. Forward Contract:** The Parties agree that (1) this ESA is a "Forward Contract" and that (2) Mint Energy is a "forward contract merchant" for the purposes of United States Bankruptcy Code, as amended, (the "Bankruptcy Code"). The Parties further agree that any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code.
- U. No Waiver:** Mint's failure to act or waiver of any right or obligation hereunder, including in respect to any Default by You, shall not be considered a waiver of any future right or obligation, whether of a similar or different character.
- V. Rule of Construction:** The language in this ESA will be interpreted as to its fair meaning and not strictly for or against any Party. Any rule of construction stating that ambiguities are to be resolved against the drafting Party will not apply in interpreting this ESA.
- W. Severability:** If any provision of this ESA shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- X. Entire Agreement; Amendment:** This ESA, along with any attachments and/or addenda, constitute the entire agreement between You and Mint Energy relating to the subject matter hereof and supersedes any other agreements, written or oral, between You and Mint Energy concerning the subject matter of the ESA. Except as otherwise set forth in this ESA, this ESA may be amended only by mutual agreement between You and Mint Energy and any amendment will not be effective until reduced to writing and executed by both Parties. This ESA may not be amended by course of performance or course of conduct.
- Y. Do Not Call/Consumer Rights:** To the extent applicable, Customer may be included on a Do Not Call list by registering with the Federal Trade Commission at [www.donotcall.gov](http://www.donotcall.gov) or by telephone at 866-382-1222. You may obtain additional information regarding consumer protection rights from the Consumer Services Division of the New Hampshire Public Utilities Commission at 1-800-852-3793.
- Z. Confidentiality:** Mint Energy will not release any of your Confidential Information (as defined in this section) without first obtaining your prior written authorization, unless required by law. For the purposes of this section, your Confidential Information shall include, but not be limited to: your name, address, email address, telephone number, and individual customer payment information.
- AA. Bill Payment Assistance for Low Income Customers:** For residential customers, the statewide Electric Assistance Program provides qualifying low-income customers with payment assistance for their electric bills. Programs are available through the following social service agencies: (1) Southern New Hampshire Services - 1-800-322-1073, (2) Southwestern Community Services - 1-800-529-0005, (3) Rockingham

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Community Action - 1-800-639-3896, (4) Tri-County Community Action - 1-888-842-3835, (5) Community Action Partnership of Strafford County – (603) 516-8130, and (6) Community Action Program, Belknap/Merrimack Counties - (603) 225-6880.

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## MINT ENERGY – DISCLOSURE SUMMARY FORM for RESIDENTIAL CUSTOMERS

<b>Product Name: Energy Lock</b>	Fixed price.		
<b>Length of the Agreement</b>	Your price is fixed for <b>XXXX</b> months.		
<b>Fixed Per kWh Price</b>	<b>XXXX</b> ¢/kWh		
<b>Variable Price Components</b>	N/A		
<b>Charges</b>	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.		
<b>Fixed Price Residential Customers who use</b>	500 kWh of electricity	1000 kWh of electricity	1500 kWh of electricity
<b>Will pay</b>	\$ <b>XXXX</b>	\$ <b>XXXX</b>	\$ <b>XXXX</b>
<b>Environmental Characteristics</b>	This product will meet New Hampshire minimum environmental standards.		
<b>Early Termination Fee</b>	None.		
<b>Late Payment Fee</b>	Late and partial payment balances will be subject to charges calculated and accrued on a daily basis at the annual interest rate of ten (10%) percent.		
<b>Renewal Terms</b>	Upon expiration of the initial term, you will be returned to utility default service, unless (a) a new Electricity Supply Agreement has been made with Mint Energy, or (b) You affirmatively choose another CEPS.		
<b>Electric Assistance Program</b>	Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.		



## MINT ENERGY – DISCLOSURE SUMMARY FORM for SMALL COMMERCIAL CUSTOMERS

<b>Product Name: Energy Lock</b>	Fixed price.		
<b>Length of the Agreement</b>	Your price is fixed for <b>XXXX</b> months.		
<b>Fixed Per kWh Price</b>	<b>XXXX</b> ¢/kWh		
<b>Variable Price Components</b>	N/A		
<b>Charges</b>	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.		
<b>Fixed Price Small Customers who use</b>	2000 kWh of electricity	4000 kWh of electricity	6000 kWh of electricity
<b>Will pay</b>	\$ <b>XXXX</b>	\$ <b>XXXX</b>	\$ <b>XXXX</b>
<b>Environmental Characteristics</b>	This product will meet New Hampshire minimum environmental standards.		
<b>Early Termination Fee</b>	None.		
<b>Late Payment Fee</b>	Late and partial payment balances will be subject to charges calculated and accrued on a daily basis at the annual interest rate of ten (10%) percent.		
<b>Renewal Terms</b>	Upon expiration of the initial term, you will be returned to utility default service, unless (a) a new Electricity Supply Agreement has been made with Mint Energy, or (b) You affirmatively choose another CEPS.		