

## Revised EXHIBIT 3

*Puc 2006.01(k)*

Provide, as a separate attachment, electronic data interchange (EDI) certification from each electric distribution utility in whose franchise area the applicant intends to operate.

**During the enrollment process with Liberty Utilities, Until and NHEC, the PSNH certificate covered our training certificate requirement.**

**Public Service of New Hampshire  
Certificate of Completion**

*is hereby granted to:*

**Ambit Northeast, LLC**

*to certify that they have completed to satisfaction*

**EDI Connectivity and Certification Testing**



*Granted: 12/09/13*

*Aaron Downing*

Aaron Downing  
PSNH Supplier Services

## Revised EXHIBIT 6

*Puc 2006.01(w)*

Does the applicant intend to serve residential and small commercial customers? Yes.

A copy of each contract to be used for residential customers and for small commercial customers, including any schedules or other documentation attached to, incorporated info, or referenced in such contract.

**Ambit Northeast, LLC**  
**New Hampshire Eversource Energy Electricity Service Area**  
**Commercial Disclosure Summary**

Product Name	Ambit Green Northeast - Commercial Variable
Length of the Agreement	Month-to-month
Variable Per kWh Price for the first billing cycle	10.2600 ¢/kWh for your first monthly billing cycle.
Variable Price Components	<p>This is a variable rate agreement and your rate may change from month-to-month after the first billing cycle. No price ceiling exists. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market.</p> <p>Customer will receive notification of the price change when the customer receives the bill each month with that price. However, your next billing cycle rate will be available at least 5 days before the end of your current billing cycle by accessing the <i>New Hampshire Next Cycle Rate</i> link at the bottom of the <b>ambitenergy.com</b> homepage. Historical rates, showing the minimum and maximum for the last 12 months, are also available at the <i>New Hampshire Historical Rates</i> link in the View Residential Rates section in enrollment.</p>
Calculation of Charges	Your Ambit Energy charges will be calculated using the rate per kilowatt hour multiplied by your kilowatt hours used during the billing period.
Environmental Characteristics	Yes, 100% of electricity used comes from renewable sources.
Early Termination Fee	No
Late Payment Fee	No
Renewal Terms	You can select an Ambit term or other variable product at any time. The service contract will automatically renew for successive one (1) month billing cycles until you select an Ambit product, or Ambit cancels the Agreement, you select another provider or have your service returned to the utility. Depending on when you select your new Ambit product, it may take one or more billing cycles for the plan to become effective.

# Ambit Northeast, LLC New Hampshire Service Area

## Sales Agreement and Terms of Service

### VERSION DATE: JANUARY 31, 2019

The following is your Terms of Service Agreement ("Agreement") with Ambit Northeast, LLC, d/b/a Ambit Energy, a wholly owned subsidiary of Ambit Energy Holdings ("Ambit Energy" or "Ambit"), for the purchase of electricity supply service.

#### CONTACT INFORMATION:

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy using the information below:

#### AMBIT ENERGY

ambitenergy.com

P.O. Box 864589  
Plano, TX 75086

Customer Service (877) 282-6248  
Fax (877) 805-5606

#### OPERATING HOURS:

Monday - Friday 9:00 a.m. - 7:00 p.m. ET  
Saturdays 11:00 a.m. - 6:00 p.m. ET

In the event of a power outage, please call your Local Distribution Company:

#### EVERSOURCE ENERGY (FORMERLY PUBLIC SERVICE OF NEW HAMPSHIRE)

Power Outage (800) 662-7764

#### UNITIL

Power Outage (800) 852-3339  
(Capital-area electric)  
Power Outage (800) 582-7276  
(Seacoast-area electric)

#### NEW HAMPSHIRE ELECTRIC CO-OP (NHEC)

Power Outage (800) 698-2007

#### LIBERTY UTILITIES

Power Outage (855) 349-9455

#### NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION (PUC)

21 S. Fruit St, Suite 10  
Concord, NH 03301  
Main: (800) 852-3793  
Fax: (603) 271-3878  
puc@puc.nh.gov

Ambit Energy agrees to sell and Customer agrees to buy the quantity of electricity delivered to you, as measured or estimated by your Local Distribution Company (LDC). Ambit Energy is a Competitive Electric Power Supplier (CEPS), and will supply electricity for the service location enrolled under this Agreement, as specified in the Disclosure Summary ("Summary"), which is hereby made an integral part of the Agreement. By enrolling for service with Ambit Energy, you agree to be bound by this Agreement and pay for the electricity service Ambit Energy provides to you under this Agreement. The words "we," "us" and "our" refer to Ambit Energy, and the words "you" and "your" refer to the Customer. Please retain this Agreement and Summary for your records. Ambit Energy is licensed as a CEPS by the New Hampshire Public Utilities Commission ("NHPUC" or "Commission") under license number DM 14-005. The words "plan" and "product" have the same meaning throughout this Agreement.

**SERVICE TERM AND PLAN SELECTION:** Depending on which plan you have selected, your service under this Agreement is provided under either a variable-rate ("month-to-month") plan or fixed-rate ("term") plan, as specified in the Summary. Unless otherwise agreed to in writing or other form as authorized by the NHPUC, your minimum term will be disclosed to you in your Summary, along with any applicable monthly recurring fees. The plan selected at time of enrollment will become effective on the day your service begins with Ambit Energy, which coincides with the date your meter is read by your LDC. Because this date is determined by your LDC, Ambit Energy is not able to commit to a specific date for the commencement of service. Product changes should be submitted at least two (2) weeks prior to your meter read date to take effect at the start of your next billing period. Any requests made less than two (2) weeks in advance of your meter read date may delay the start of the new product until the following billing period.

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

Plan selection at enrollment is subject to Ambit Energy approval based on the premise type and/or service class that was previously assigned to your account by your LDC. If the information received from the LDC does not match the requested Ambit Energy plan, Ambit may switch the plan to match information received from the LDC, if such a plan is currently offered by Ambit. You understand that if the plan is changed to one which matches the correct premise/service class type, rates may vary. You will receive written notice of the product's terms and conditions and will have the ability to exercise your right of rescission as described below (See "Rescission Period").

**Variable-rate plans** shall commence for a one (1) month term ("Initial Term") and shall automatically renew under this Agreement for successive one (1) month terms ("Renewal Term"), unless either party notifies the other party of its desire not to renew at least thirty (30) days prior to the next meter read date. Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month to month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the previous

twenty-four (24) months' average billed rates for your rate class (residential or commercial) or the month's pricing available to date at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248. Please note that historical pricing is not indicative of present or future pricing. Similarly situated customers would have paid a maximum of \$.0145/kWh and a minimum of \$.1938/kWh over the preceding twelve (12) month period.

**Fixed-rate plans** shall commence for a term as specified in the Summary. A contract expiration notice will be sent to you at least forty-five (45) days prior to the end of your contract term. You will have the option to select another Ambit Energy plan, retail electricity supplier or aggregator, or terminate your service with Ambit. You can also contact Ambit or the LDC to have your service returned to the LDC. If you fail to take action by the date stated in the contract expiration notice, Ambit Energy will automatically continue to serve you pursuant to a default variable-rate product on a month-to-month basis.

**GSP VARIABLE PRODUCT DETAILS:** Ambit's Guaranteed Savings Plan (GSP) consists of two components: 1) a variable month-to-month rate, and 2) an Savings Guarantee with a minimum service period requirement.

**VARIABLE MONTH-TO-MONTH RATE:** The variable rate component of the GSP product is on a month-to-month basis. THE VARIABLE RATE MAY BE HIGHER OR LOWER THAN LDC SUPPLY RATE FOR ANY GIVEN BILLING CYCLE. Also, the variable rate may vary up or down based on many factors, including, but not limited to, current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in energy supply and demand, industry regulations, pricing strategies, and costs to serve Customers. THE GSP IS NOT A FIXED-RATE PRODUCT.

**SAVINGS GUARANTEE:** The Savings Guarantee component of the GSP product requires the customer to remain on the plan for twenty-four (24) consecutive monthly billing cycles to receive the benefit of the Savings Guarantee of at least 1% savings compared to LDC supply rate for the same period of twenty-four (24) billing cycles. If you cancel or otherwise do not remain on the plan for the required twenty-four (24) consecutive monthly billing cycles, you will not be eligible to receive your Savings Guarantee.

**GSP SAVINGS CALCULATION & REFUND DETAILS:** The savings calculation consists of comparing LDC

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

published supply rates to Ambit's supply rates for the same 24-month period. The comparison of supply rates takes into account all applicable rate components that includes, but is not limited to, the <Economic Development Rider, Generation Capacity Rider, Generation Energy Rider, Generation Cost Reconciliation Rider, Auction Cost Reconciliation Rider, Alternative Energy Rider, Transmission Ancillary Service Rider>. The savings calculation includes all applicable Ambit credits, including but not limited to, Free Energy credits, Courtesy credits, and LDC bill issuance credits. The calculation and notification of savings or refunds will be completed within three (3) months following the twelfth billing cycle on GSP. However, in some cases notification of savings or refunds could take longer than three (3) months.

**GSP RENEWAL DETAILS:** The GSP product contract does not renew automatically. GSP product expiration is defined as the end of twenty-four (24) consecutive monthly billing cycles required to be eligible for your Savings Guarantee. You must renew your GSP to be eligible for the Savings Guarantee for the next twenty-four (24) monthly billing cycles. You will receive one (1) written notice no more than thirty-five (35) days prior to product expiration. If you do not renew the GSP or select a new plan before the Plan expiration, your account will transition to Ambit's default month-to-month variable product at the rate stated in your GSP expiration notice. You may renew by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248 or by faxing your request to renew your product to (877) 805-5606. Please state the product that you would like to renew, include your account number and sign the fax.

**GSP NON-QUALIFYING CUSTOMERS:** Customers that are classified by LDC as "Low Income Home Energy Assistance Program (LIHEAP)" participants do not qualify for the 1% Savings Guarantee based on the LIHEAP LDC rates. Should you decide to enroll in the GSP, your savings will instead be based on a comparison to the standard LDC residential rates.

**OTHER IMPORTANT GSP DETAILS:** Your GSP Savings Guarantee period start and end dates are estimated based on LDC meter read schedule

and may vary depending on the actual date the meter is read. In any case, it will encompass twenty-four (24) consecutive monthly billing cycles. Savings guarantees only apply to products with "Guaranteed Savings Plan" in the product name.

**COMMUNICATION OPTIONS:** Please specify your preferred means of communication for receiving required notices and contract documents from Ambit Energy. The options to choose from are 1) email, and 2) U.S. mail. In addition, you may also choose to receive mobile messages for payment confirmation and future Ambit rate promotions. Please make your choice by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com) or calling Ambit Customer Care at (877) 282-6248."

**PLAN RENEWAL:** You may renew this Agreement online by logging onto your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248, or faxing your renewal request to (877) 805 5606. If you fax your renewal, please state the name of the plan that you would like to renew, include your account number, and sign the fax. If Ambit Energy does not receive a request to renew your plan, your service will automatically continue pursuant to a default variable-rate product on a month-to-month basis.

**RESCISSION PERIOD:** You may rescind this Agreement within five (5) business days from the date you electronically receive the terms of service; within six (6) business days from the postmarked date the terms of service agreement is sent to you by first class mail; within ten (10) business days from the date you, as a residential customer, electronically receives the terms of service, if you were enrolled through an in-person solicitation at your residence; or within eleven (11) business days from the postmarked date the terms of service Agreement is mailed to you by first class mail, if you were enrolled through an in-person solicitation at your residence. You may rescind by either calling Ambit Energy at (877) 282-6248 from 9:00 a.m. to 7:00 p.m., Monday - Friday and Saturday 11:00 a.m. to 6:00 p.m. (ET), or writing to P.O. Box 864589, Plano, TX 75086. If you rescind in writing, please provide your name, address, phone number and a statement that you are rescinding your Agreement under the Right of Rescission.

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

### **CANCELLATION AND SWITCHING PROCEDURES**

**FOR VARIABLE-RATE PLANS:** You may cancel your service with Ambit at any time by contacting either Ambit or the LDC directly. You are not required to notify Ambit if you switch to another CEPS. Ambit will submit your cancellation request to the LDC upon Ambit's receipt of the request. When you cancel your Ambit service, you agree to pay for the services provided by Ambit through the date you are switched to another CEPS or returned to the LDC. Ambit Energy may cancel a variable-rate Agreement at any time, for any reason, by providing notice to you at least thirty (30) days prior to the scheduled date of cancellation.

**FOR FIXED PLANS:** If you enroll in a fixed-rate plan and cancel your service with Ambit Energy before the end of the contract term, you will not be charged an early termination fee (ETF). You may cancel your service with Ambit at any time and with no advance notice by contacting either Ambit or the LDC directly. You are not required to notify Ambit if you switch to another CEPS. Ambit will submit your cancellation request to the LDC upon Ambit's receipt of the request. Your request will not be effective until the next regularly scheduled meter-reading date following the date on which Ambit gives the LDC notice of your request. It may take up to sixty (60) days for your account(s) to be returned to the LDC, depending on the LDC's cancellation procedures. When you cancel your Ambit service, you agree to pay for the services provided by Ambit through the date you are switched to another CEPS or returned to the LDC.

Ambit Energy may cancel a fixed-rate Agreement at any time, for any reason, by providing notice to you at least thirty (30) days prior to the scheduled date of cancellation. Ambit Energy reserves the right to cancel this Agreement (i) if your LDC is unable to read your meter for at least three (3) consecutive months; (ii) if at any time you request separate bills from your LDC and Ambit; or (iii) if the LDC removes you from their consolidated billing program and requires that Ambit bill you separately for your electricity supply. If any of these events occurs, Ambit will notify both you and your LDC of the cancellation of this Agreement at least thirty (30) days prior to the effective date of cancellation.

**BILLING AND PAYMENT:** Your LDC will continue to issue you a monthly bill, and the bill will include Ambit Energy supply charges, as well as applicable LDC charges related to electricity delivery, including but not limited to, transmission and distribution charges, system benefits charge, stranded cost recovery charge, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. You will make payment directly to the LDC each month in accordance with the payment terms stated in the LDC's tariffs, unless otherwise provided herein. You must pay each monthly bill in full by the date specified on the bill or be subject to late payment and interest charges by the LDC. In the event of failure to remit payment when due, Ambit will have the right to terminate your electricity supply service and seek suspension of distribution service. Your LDC may offer you a budget billing payment option.

**TAXES AND LAWS:** Except as otherwise provided in this Agreement or by law, any and all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**ENERGY ASSISTANCE PROGRAMS:** For assistance with paying your electricity bill, please contact the Community Action Program in your area.

Hillsborough and Rockingham Counties: Southern New Hampshire Services, Inc - (800) 322-1073

Belknap and Merrimack Counties: Community Action Program - (800) 856-5525

Cheshire and Sullivan Counties: Southwestern Community Services - (603) 542-9528

Coos, Carroll and Grafton Counties: Tri-County Community Action - (603) 752-7001

Visit [puc.nh.gov/Consumer/electricassistanceprogram](http://puc.nh.gov/Consumer/electricassistanceprogram) for a full list of Community Action Agencies.

**ELIGIBILITY:** Ambit Energy does not determine customer eligibility for pricing based on credit history, LDC payment data or credit score. Ambit Energy does not deny service based on

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

a customer's or applicant's race, creed, color, national origin, ancestry, sex, age, sexual orientation, gender identity, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services

**INFORMATION RELEASE AUTHORIZATION:** By accepting this Agreement, you affirmatively consent to the LDC sharing billing and payment information with Ambit Energy, including your participation in budget billing or extended payment arrangements. Ambit will not release your confidential information to any party without your written consent, except as otherwise permitted under Puc 2004.19. "Confidential information" means information that is collected as part of providing you electric services that can identify you, including your name, telephone number, address, account number, payment information, and electricity consumption.

**AGENCY:** Customer appoints Ambit Energy as its agent to acquire supply necessary to meet your energy needs and contract for and administer transportation, transmission and related services over interstate facilities and those of the LDC needed to deliver energy to your service location. These services are provided on an arm's length basis and market-based compensation is included in the price noted in your Summary.

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

**DELAYS OR FAILURE TO EXERCISE RIGHTS:** No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction. Any and all other agreements, understandings, and representations by and

between the parties with respect to the matters addressed herein are superseded by this Agreement.

**ACCEPTANCE AND AMENDMENTS:** This Agreement shall not become effective until accepted by Ambit Energy. Ambit Energy reserves the right to cancel this Agreement if you fail to maintain satisfactory credit standing as determined by Ambit Energy. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such amendment at least forty-five (45) days prior to the effective date thereof. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

**FORCE MAJEURE:** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the LDC or any transportation or transmitting entity. If either Party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such Party shall give immediate written notice, to the maximum extent practicable, to the other Party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such Party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The Party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**ASSIGNMENT:** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit Energy. Ambit Energy may, with no less than fourteen (14) days written notice to you prior to the effective date, (a) transfer, sell,

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; and, with no less than thirty (30) days written notice to you prior to the effective date, (b) transfer or assign this Agreement to an affiliate of Ambit Energy; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit Energy; and/or (d) transfer or assign this Agreement to a certified Energy Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, Customer agrees that Ambit Energy shall have no further obligations hereunder. The written notice of assignment or transfer will include detailed information, important dates, and a description of your options, including your right to select another energy supplier without cost or penalty before the assignment or transfer occurs.

Within thirty (30) days of the effective date of the assignment or transfer, you will be refunded any applicable amounts owed.

**LIMITATIONS OF LIABILITY:** Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither Party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit Energy. There are no third-party beneficiaries to this Agreement.

**REPRESENTATIONS AND WARRANTIES:** The energy service under this Agreement will meet the applicable LDC's standards and may be supplied from a variety of sources. Ambit Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Ambit Energy expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**GOVERNING LAW:** This Agreement shall be governed by, enforced and performed in accordance with the rules of the NHPUC. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which

shall have a detrimental economic impact upon Ambit Energy's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit Energy shall have the right to materially change this Agreement with thirty (30) days' notice to the Customer. Upon receipt of written notice of a material change, Customer may terminate this agreement prior to the date such change becomes effective without penalty.

### **DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**SUMMARY:** Most Customer concerns can be resolved by calling Customer Care at (877) 282-6248. Customers can also contact Ambit in writing at P.O. Box 864589, Plano, TX 75086. Customer disputes or complaints that are not resolved to the Customer's satisfaction may be submitted to the NHPUC in writing at the address provided above or by calling (800) 852-3793, Monday through Friday, 8:00 a.m. to 4:30 p.m. ET. Upon the filing of a complaint with the Commission, either verbally or in writing, against Ambit, the Customer authorizes the Commission to begin an investigation. During an investigation, Ambit will provide any relevant information necessary to assist the Commission in resolving the complaint. The Customer or Ambit may request a hearing with the Commission if dissatisfied with how the Commission resolved the Customer's complaint.

Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or, if applicable, as required by NHPUC decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.**

In the unlikely event that Ambit's Customer Care department or the NHPUC is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

### ARBITRATION AGREEMENT

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including,

for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 1801 North Lamar Street, Suite 600, Dallas, TX 75202. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled. You may download or copy a form Notice and a form to initiate arbitration at [ambitenergy.com/arbitration-forms](http://ambitenergy.com/arbitration-forms).

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at (800) 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [ambitenergy.com/arbitration-information](http://ambitenergy.com/arbitration-information).) The arbitrator is

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit's last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.

# Ambit Northeast, LLC

## New Hampshire Environmental Disclosure Label

<p><b>Electricity Facts</b></p> <p>Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling Ambit Energy at (877) 282-6248, your local distribution company, or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at <a href="http://puc.nh.gov">puc.nh.gov</a> or on your electric provider's website.</p>	<p>Demand for electricity for Ambit Northeast, LLC New Hampshire customers from April 2016 – March 2017 was met by generation from the following sources:</p>			
	<p><b>Power Sources</b></p>	<p><b>Known Resources</b></p>	<p><b>System Power</b></p>	<p><b>TOTAL</b></p>
Biomass	0%	0.0%	0.0%	0.0%
Coal	0%	0.0%	0.0%	0.0%
Diesel	0%	0.0%	0.0%	0.0%
Hydro	0%	0.0%	0.0%	0.0%
Imported Power	0%	0.0%	0.0%	0.0%
Landfill Gas	0%	0.0%	0.0%	0.0%
Natural Gas	0%	0.0%	0.0%	0.0%
Nuclear	0%	0.0%	0.0%	0.0%
Oil	0%	0.0%	0.0%	0.0%
Other	0%	0.0%	0.0%	0.0%
Other (Renewable)	0%	0.0%	0.0%	0.0%
Solar	0%	0.0%	0.0%	0.0%
Municipal Solid Waste	0%	0.0%	0.0%	0.0%
Trash to Energy	0%	0.0%	0.0%	0.0%
Wind	0%	100%	100%	100%
Wood	0%	0.0%	0.0%	0.0%
<p><b>TOTAL</b></p>	<p><b>0%</b></p>	<p><b>100%</b></p>	<p><b>100%</b></p>	<p><b>100%</b></p>
<p><b>Power Sources:</b></p>	<p>The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. 'Known Resources' include resources that are owned by, or are under contract to, the supplier. 'System Power' represents power purchased in the regional electricity market. Electric suppliers are required to obtain a certain amount of renewable energy in accordance with RSA 362-F, New Hampshire's renewable portfolio standard law. They may also choose to obtain amounts of renewable energy above their legal obligation, and utilities must also offer a renewable energy option to allow Customers to choose to support the purchase of additional renewable energy by the utility.</p>			
<p><b>Emissions:</b></p>	<p><b>Carbon Dioxide (CO<sub>2</sub>)</b> is released when fossil fuels (e.g., coal, oil, and natural gas) are burned. Carbon dioxide is a greenhouse gas and a major contributor to global warming.</p> <p><b>Nitrogen Oxides (NO<sub>x</sub>)</b> forms when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may cause respiratory illness in children with frequent high level exposure. NO<sub>x</sub> also contributes to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life.</p> <p><b>Sulfur Dioxide (SO<sub>2</sub>)</b> forms when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO<sub>2</sub> include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO<sub>2</sub> combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.</p>			
<p><b>Air Emissions:</b></p>	<p><b>Emission Type</b></p>	<p><b>Pounds per MWh</b></p>	<p><b>Percentage of NE-ISO System Average</b></p>	
Carbon Dioxide (CO <sub>2</sub> )	0.0	0%		
Nitrogen Oxides (NO <sub>x</sub> )	0.0	0%		
Sulfur Dioxide (SO <sub>2</sub> )	0.0	0%		

# Northeast Product Content Label



Ambit Green Northeast products are certified by Green-e® Energy and match 100% of your monthly electricity usage. The table below provides the Ambit Green Northeast renewable resource mix in 2017, as well as the projected resource mix for 2018.

## Product Content Label

Renewable Energy Source	2017 Historical mix (location)	2018 Projected mix (locations)
Wind	82% (NY) 18% (NH)	100% (CT, NY, ME, VT, NH, MA, or RI)

Prospective figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the electricity you purchased. Historical figures reflect the power delivered to Ambit Green Northeast customers in 2017.

New renewables come from generation facilities that first began commercial operation within the last 15 years.

For comparison, the 2012 average mix of resources supplying the Northeast region includes: Coal (3%), Nuclear (30%), Oil (0%), Natural Gas (49%), Hydroelectric (12%), Wind (2%), Biomass (4%), and Other (1%). (Source: US Environmental Protection Agency, eGRID). The average home in the region uses 610 kWh per month (Source: U.S. EIA, 2014).

Green-e Energy certifies that Ambit Green Northeast meets the environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy or the certification requirements, visit [www.green-e.org](http://www.green-e.org). For additional information about Ambit Energy's green products, please visit [ambitenergy.com](http://ambitenergy.com), call (877) 282-6248 or email us at [ambitgreen@ambitenergy.com](mailto:ambitgreen@ambitenergy.com).

## Price Terms and Conditions\*



<b>Company</b>	Ambit New York, LLC; Ambit Northeast, LLC	
<b>Available Certified Green NE Plans</b>	<b>Plan Name</b> Ambit Green Northeast 12 Month Ambit Green Northeast Variable	<b>Early Termination Fee</b> \$0 \$0
<b>Eligible Customer Types</b>	Residential and Small Commercial	
<b>Whom should I contact for more information?</b>	Visit <a href="http://ambitenergy.com">ambitenergy.com</a> , call (877) 282-6248 M-F 8AM-6PM and Sat 10AM-5PM CT or email us at <a href="mailto:ambitgreen@ambitenergy.com">ambitgreen@ambitenergy.com</a>	
<b>How will I be billed?</b>	Your green power charge will be included in your energy rate on your Ambit Energy bill.	
<b>How will the green power charge on my bill be calculated?</b>	Up to an additional 4 cents (\$.04) per kilowatt-hour (kWh) used will be added to your bill for the green renewable premium. The energy rate can vary depending on your plan details.	
<b>Example of total electricity bill with 100% green</b>	The following is an example of an average monthly electricity bill and the additional green power charge for green participation based on monthly usage of 610 kWh. Actual bill may vary based on your actual electricity usage and energy rate. Monthly Usage X Energy Rate with Green Power Charge = Monthly Energy Charges 610 kWh (\$0.10 + \$0.04) \$85.40	
<b>Fixed or Variable Rate</b>	Fixed rate plans will remain the same price for the number of months mentioned in plan name. Variable rate plan pricing may change month-to-month due to assessment of historic and projected supply and hedging costs, prior month's pricing and conditions in electricity market among other factors. Please see your contract documents for more information.	
<b>Will the green power charge change over time?</b>	We expect the green power charge for Ambit Energy to remain the same through June 2019. For more information on historical green power charges, please visit <a href="http://ambitenergy.com">ambitenergy.com</a> .	
<b>We plan on using the following renewable sources for this product.</b>	Wind (CT, NY, ME, VT, NH, MA, or RI)	
<b>What other fees might I be charged?</b>	Please see the pricing section on Terms of Service for more information. No additional fees apply for the green portion of your plan.	

From the time you receive this notification, you have three business days to change your mind about purchasing Ambit Green Northeast from Ambit Energy. You may cancel your agreement to purchase Ambit Green Northeast from Ambit Energy by calling (877) 282-6248 or writing P.O. Box 864589 Plano, TX 75086.

050218 \*Applicable to all green plans.

Product changes should be submitted two (2) weeks prior to your meter read to take effect at the start of your next billing period.

# NH Commercial Variable Rate History

## Eversource Energy NH - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Commercial Variable	
Month	Average Rate/kwh
Jan 2019	0.1026
Dec 2018	0.1026
Nov 2018	0.1026
Oct 2018	0.1026
Sep 2018	0.1026
Aug 2018	0.1002
Jul 2018	0.0876
Jun 2018	0.0876
May 2018	0.0876
Apr 2018	0.0876
Mar 2018	0.1150
Feb 2018	0.1159

White Mountain Commercial Variable	
Month	Average Rate/kwh
Jan 2019	0.0932
Dec 2018	0.0932
Nov 2018	0.0932
Oct 2018	0.0932
Sep 2018	0.0932
Aug 2018	0.0908
Jul 2018	0.0782
Jun 2018	0.0782
May 2018	0.0782
Apr 2018	0.0782
Mar 2018	0.1109
Feb 2018	0.1120

Last 12 Months
Minimum Price: 0.0876
Maximum Price: 0.1159

Last 12 Months
Minimum Price: 0.0782
Maximum Price: 0.112



# NH Commercial Variable Rate History

## Liberty Utilities - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Commercial Variable	
Month	Average Rate/kwh
Jan 2019	0.0918
Dec 2018	0.0918
Nov 2018	0.0918
Oct 2018	0.0918
Sep 2018	0.0918
Aug 2018	0.0943
Jul 2018	0.0975
Jun 2018	0.0975
May 2018	0.0975
Apr 2018	0.0949
Mar 2018	0.0916
Feb 2018	0.0900

NH Small Commercial Variable	
Month	Average Rate/kwh
Jan 2019	0.0825
Dec 2018	0.0825
Nov 2018	0.0825
Oct 2018	0.0825
Sep 2018	0.0825
Aug 2018	0.0851
Jul 2018	0.0882
Jun 2018	0.0882
May 2018	0.0882
Apr 2018	0.0878
Mar 2018	0.0866
Feb 2018	0.0850

Last 12 Months
Minimum Price: 0.09
Maximum Price: 0.0975

Last 12 Months
Minimum Price: 0.0825
Maximum Price: 0.0882

# NH Commercial Variable Rate History

## New Hampshire Electric Co-op

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Commercial Variable	
Month	Average Rate/kwh
Jan 2019	0.1010
Dec 2018	0.1010
Nov 2018	0.0961
Oct 2018	0.0827
Sep 2018	0.0832
Aug 2018	0.0835
Jul 2018	0.0835
Jun 2018	0.0835
May 2018	0.0936
Apr 2018	0.0974
Mar 2018	0.0938
Feb 2018	0.0941

NH Small Commercial Variable	
Month	Average Rate/kwh
Jan 2019	0.0916
Dec 2018	0.0916
Nov 2018	0.0867
Oct 2018	0.0733
Sep 2018	0.0733
Aug 2018	0.0733
Jul 2018	0.0733
Jun 2018	0.0733
May 2018	0.0840
Apr 2018	0.0899
Mar 2018	0.0899
Feb 2018	0.0899

<p>Last 12 Months</p> <p>Minimum Price: 0.0827</p> <p>Maximum Price: 0.101</p>
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<p>Last 12 Months</p> <p>Minimum Price: 0.0733</p> <p>Maximum Price: 0.0916</p>
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# NH Commercial Variable Rate History

## Unitil - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Commercial Variable	
Month	Average Rate/kwh
Jan 2019	0.1388
Dec 2018	0.1112
Nov 2018	0.0892
Oct 2018	0.0839
Sep 2018	0.0825
Aug 2018	0.0800
Jul 2018	0.0808
Jun 2018	0.0762
May 2018	0.0699
Apr 2018	0.0821
Mar 2018	0.1153
Feb 2018	0.1358

NH Small Commercial Variable	
Month	Average Rate/kwh
Jan 2019	0.1294
Dec 2018	0.1018
Nov 2018	0.0798
Oct 2018	0.0745
Sep 2018	0.0731
Aug 2018	0.0706
Jul 2018	0.0714
Jun 2018	0.0668
May 2018	0.0605
Apr 2018	0.0743
Mar 2018	0.1114
Feb 2018	0.1319

Last 12 Months
Minimum Price: 0.0699
Maximum Price: 0.1388

Last 12 Months
Minimum Price: 0.0605
Maximum Price: 0.1319

**Ambit Northeast, LLC**  
**New Hampshire Eversource Energy Electricity Service Area**  
**Commercial Disclosure Summary**

Product Name	Ambit Green Northeast - Commercial 12 Month Term
Length of the Agreement	12 monthly billing cycles
Fixed Per kWh Price	12.6400 ¢/kWh
Calculation of Charges	Your Ambit Energy charges will be calculated using the rate per kilowatt hour multiplied by your kilowatt hours used during the billing period.
Environmental Characteristics	Yes, 100% of electricity used comes from renewable sources.
Early Termination Fee	No
Late Payment Fee	No
Renewal Terms	You will receive a written notice at least forty-five (45) days prior to contract expiration. If you do not select a new plan or other service provider, or have your service returned to the utility at least 10 days before your current contract end date, your account will transition to our default month-to-month variable plan.

v.NHPSNHCommElecPrdTerm12GreenDis\_English



# Ambit Northeast, LLC New Hampshire Service Area

## Sales Agreement and Terms of Service

### VERSION DATE: JANUARY 31, 2019

The following is your Terms of Service Agreement ("Agreement") with Ambit Northeast, LLC, d/b/a Ambit Energy, a wholly owned subsidiary of Ambit Energy Holdings ("Ambit Energy" or "Ambit"), for the purchase of electricity supply service.

#### CONTACT INFORMATION:

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy using the information below:

#### AMBIT ENERGY

ambitenergy.com

P.O. Box 864589  
Plano, TX 75086

Customer Service (877) 282-6248  
Fax (877) 805-5606

#### OPERATING HOURS:

Monday - Friday 9:00 a.m. - 7:00 p.m. ET  
Saturdays 11:00 a.m. - 6:00 p.m. ET

In the event of a power outage, please call your Local Distribution Company:

#### EVERSOURCE ENERGY (FORMERLY PUBLIC SERVICE OF NEW HAMPSHIRE)

Power Outage (800) 662-7764

#### UNITIL

Power Outage (800) 852-3339  
(Capital-area electric)  
Power Outage (800) 582-7276  
(Seacoast-area electric)

#### NEW HAMPSHIRE ELECTRIC CO-OP (NHEC)

Power Outage (800) 698-2007

#### LIBERTY UTILITIES

Power Outage (855) 349-9455

#### NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION (PUC)

21 S. Fruit St, Suite 10  
Concord, NH 03301  
Main: (800) 852-3793  
Fax: (603) 271-3878  
puc@puc.nh.gov

Ambit Energy agrees to sell and Customer agrees to buy the quantity of electricity delivered to you, as measured or estimated by your Local Distribution Company (LDC). Ambit Energy is a Competitive Electric Power Supplier (CEPS), and will supply electricity for the service location enrolled under this Agreement, as specified in the Disclosure Summary ("Summary"), which is hereby made an integral part of the Agreement. By enrolling for service with Ambit Energy, you agree to be bound by this Agreement and pay for the electricity service Ambit Energy provides to you under this Agreement. The words "we," "us" and "our" refer to Ambit Energy, and the words "you" and "your" refer to the Customer. Please retain this Agreement and Summary for your records. Ambit Energy is licensed as a CEPS by the New Hampshire Public Utilities Commission ("NHPUC" or "Commission") under license number DM 14-005. The words "plan" and "product" have the same meaning throughout this Agreement.

**SERVICE TERM AND PLAN SELECTION:** Depending on which plan you have selected, your service under this Agreement is provided under either a variable-rate ("month-to-month") plan or fixed-rate ("term") plan, as specified in the Summary. Unless otherwise agreed to in writing or other form as authorized by the NHPUC, your minimum term will be disclosed to you in your Summary, along with any applicable monthly recurring fees. The plan selected at time of enrollment will become effective on the day your service begins with Ambit Energy, which coincides with the date your meter is read by your LDC. Because this date is determined by your LDC, Ambit Energy is not able to commit to a specific date for the commencement of service. Product changes should be submitted at least two (2) weeks prior to your meter read date to take effect at the start of your next billing period. Any requests made less than two (2) weeks in advance of your meter read date may delay the start of the new product until the following billing period.

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

Plan selection at enrollment is subject to Ambit Energy approval based on the premise type and/or service class that was previously assigned to your account by your LDC. If the information received from the LDC does not match the requested Ambit Energy plan, Ambit may switch the plan to match information received from the LDC, if such a plan is currently offered by Ambit. You understand that if the plan is changed to one which matches the correct premise/service class type, rates may vary. You will receive written notice of the product's terms and conditions and will have the ability to exercise your right of rescission as described below (See "Rescission Period").

**Variable-rate plans** shall commence for a one (1) month term ("Initial Term") and shall automatically renew under this Agreement for successive one (1) month terms ("Renewal Term"), unless either party notifies the other party of its desire not to renew at least thirty (30) days prior to the next meter read date. Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month to month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the previous

twenty-four (24) months' average billed rates for your rate class (residential or commercial) or the month's pricing available to date at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248. Please note that historical pricing is not indicative of present or future pricing. Similarly situated customers would have paid a maximum of \$.0145/kWh and a minimum of \$.1938/kWh over the preceding twelve (12) month period.

**Fixed-rate plans** shall commence for a term as specified in the Summary. A contract expiration notice will be sent to you at least forty-five (45) days prior to the end of your contract term. You will have the option to select another Ambit Energy plan, retail electricity supplier or aggregator, or terminate your service with Ambit. You can also contact Ambit or the LDC to have your service returned to the LDC. If you fail to take action by the date stated in the contract expiration notice, Ambit Energy will automatically continue to serve you pursuant to a default variable-rate product on a month-to-month basis.

**GSP VARIABLE PRODUCT DETAILS:** Ambit's Guaranteed Savings Plan (GSP) consists of two components: 1) a variable month-to-month rate, and 2) an Savings Guarantee with a minimum service period requirement.

**VARIABLE MONTH-TO-MONTH RATE:** The variable rate component of the GSP product is on a month-to-month basis. THE VARIABLE RATE MAY BE HIGHER OR LOWER THAN LDC SUPPLY RATE FOR ANY GIVEN BILLING CYCLE. Also, the variable rate may vary up or down based on many factors, including, but not limited to, current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in energy supply and demand, industry regulations, pricing strategies, and costs to serve Customers. THE GSP IS NOT A FIXED-RATE PRODUCT.

**SAVINGS GUARANTEE:** The Savings Guarantee component of the GSP product requires the customer to remain on the plan for twenty-four (24) consecutive monthly billing cycles to receive the benefit of the Savings Guarantee of at least 1% savings compared to LDC supply rate for the same period of twenty-four (24) billing cycles. If you cancel or otherwise do not remain on the plan for the required twenty-four (24) consecutive monthly billing cycles, you will not be eligible to receive your Savings Guarantee.

**GSP SAVINGS CALCULATION & REFUND DETAILS:** The savings calculation consists of comparing LDC

## Ambit Northeast, LLC New Hampshire Service Area

### Terms of Service

published supply rates to Ambit's supply rates for the same 24-month period. The comparison of supply rates takes into account all applicable rate components that includes, but is not limited to, the <Economic Development Rider, Generation Capacity Rider, Generation Energy Rider, Generation Cost Reconciliation Rider, Auction Cost Reconciliation Rider, Alternative Energy Rider, Transmission Ancillary Service Rider>. The savings calculation includes all applicable Ambit credits, including but not limited to, Free Energy credits, Courtesy credits, and LDC bill issuance credits. The calculation and notification of savings or refunds will be completed within three (3) months following the twelfth billing cycle on GSP. However, in some cases notification of savings or refunds could take longer than three (3) months.

**GSP RENEWAL DETAILS:** The GSP product contract does not renew automatically. GSP product expiration is defined as the end of twenty-four (24) consecutive monthly billing cycles required to be eligible for your Savings Guarantee. You must renew your GSP to be eligible for the Savings Guarantee for the next twenty-four (24) monthly billing cycles. You will receive one (1) written notice no more than thirty-five (35) days prior to product expiration. If you do not renew the GSP or select a new plan before the Plan expiration, your account will transition to Ambit's default month-to-month variable product at the rate stated in your GSP expiration notice. You may renew by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248 or by faxing your request to renew your product to (877) 805-5606. Please state the product that you would like to renew, include your account number and sign the fax.

**GSP NON-QUALIFYING CUSTOMERS:** Customers that are classified by LDC as "Low Income Home Energy Assistance Program (LIHEAP)" participants do not qualify for the 1% Savings Guarantee based on the LIHEAP LDC rates. Should you decide to enroll in the GSP, your savings will instead be based on a comparison to the standard LDC residential rates.

**OTHER IMPORTANT GSP DETAILS:** Your GSP Savings Guarantee period start and end dates are estimated based on LDC meter read schedule

and may vary depending on the actual date the meter is read. In any case, it will encompass twenty-four (24) consecutive monthly billing cycles. Savings guarantees only apply to products with "Guaranteed Savings Plan" in the product name.

**COMMUNICATION OPTIONS:** Please specify your preferred means of communication for receiving required notices and contract documents from Ambit Energy. The options to choose from are 1) email, and 2) U.S. mail. In addition, you may also choose to receive mobile messages for payment confirmation and future Ambit rate promotions. Please make your choice by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com) or calling Ambit Customer Care at (877) 282-6248."

**PLAN RENEWAL:** You may renew this Agreement online by logging onto your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248, or faxing your renewal request to (877) 805 5606. If you fax your renewal, please state the name of the plan that you would like to renew, include your account number, and sign the fax. If Ambit Energy does not receive a request to renew your plan, your service will automatically continue pursuant to a default variable-rate product on a month-to-month basis.

**RESCISSION PERIOD:** You may rescind this Agreement within five (5) business days from the date you electronically receive the terms of service; within six (6) business days from the postmarked date the terms of service agreement is sent to you by first class mail; within ten (10) business days from the date you, as a residential customer, electronically receives the terms of service, if you were enrolled through an in-person solicitation at your residence; or within eleven (11) business days from the postmarked date the terms of service Agreement is mailed to you by first class mail, if you were enrolled through an in-person solicitation at your residence. You may rescind by either calling Ambit Energy at (877) 282-6248 from 9:00 a.m. to 7:00 p.m., Monday - Friday and Saturday 11:00 a.m. to 6:00 p.m. (ET), or writing to P.O. Box 864589, Plano, TX 75086. If you rescind in writing, please provide your name, address, phone number and a statement that you are rescinding your Agreement under the Right of Rescission.

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

### **CANCELLATION AND SWITCHING PROCEDURES**

**FOR VARIABLE-RATE PLANS:** You may cancel your service with Ambit at any time by contacting either Ambit or the LDC directly. You are not required to notify Ambit if you switch to another CEPS. Ambit will submit your cancellation request to the LDC upon Ambit's receipt of the request. When you cancel your Ambit service, you agree to pay for the services provided by Ambit through the date you are switched to another CEPS or returned to the LDC. Ambit Energy may cancel a variable-rate Agreement at any time, for any reason, by providing notice to you at least thirty (30) days prior to the scheduled date of cancellation.

**FOR FIXED PLANS:** If you enroll in a fixed-rate plan and cancel your service with Ambit Energy before the end of the contract term, you will not be charged an early termination fee (ETF). You may cancel your service with Ambit at any time and with no advance notice by contacting either Ambit or the LDC directly. You are not required to notify Ambit if you switch to another CEPS. Ambit will submit your cancellation request to the LDC upon Ambit's receipt of the request. Your request will not be effective until the next regularly scheduled meter-reading date following the date on which Ambit gives the LDC notice of your request. It may take up to sixty (60) days for your account(s) to be returned to the LDC, depending on the LDC's cancellation procedures. When you cancel your Ambit service, you agree to pay for the services provided by Ambit through the date you are switched to another CEPS or returned to the LDC.

Ambit Energy may cancel a fixed-rate Agreement at any time, for any reason, by providing notice to you at least thirty (30) days prior to the scheduled date of cancellation. Ambit Energy reserves the right to cancel this Agreement (i) if your LDC is unable to read your meter for at least three (3) consecutive months; (ii) if at any time you request separate bills from your LDC and Ambit; or (iii) if the LDC removes you from their consolidated billing program and requires that Ambit bill you separately for your electricity supply. If any of these events occurs, Ambit will notify both you and your LDC of the cancellation of this Agreement at least thirty (30) days prior to the effective date of cancellation.

**BILLING AND PAYMENT:** Your LDC will continue to issue you a monthly bill, and the bill will include Ambit Energy supply charges, as well as applicable LDC charges related to electricity delivery, including but not limited to, transmission and distribution charges, system benefits charge, stranded cost recovery charge, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. You will make payment directly to the LDC each month in accordance with the payment terms stated in the LDC's tariffs, unless otherwise provided herein. You must pay each monthly bill in full by the date specified on the bill or be subject to late payment and interest charges by the LDC. In the event of failure to remit payment when due, Ambit will have the right to terminate your electricity supply service and seek suspension of distribution service. Your LDC may offer you a budget billing payment option.

**TAXES AND LAWS:** Except as otherwise provided in this Agreement or by law, any and all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**ENERGY ASSISTANCE PROGRAMS:** For assistance with paying your electricity bill, please contact the Community Action Program in your area.

Hillsborough and Rockingham Counties: Southern New Hampshire Services, Inc - (800) 322-1073

Belknap and Merrimack Counties: Community Action Program - (800) 856-5525

Cheshire and Sullivan Counties: Southwestern Community Services - (603) 542-9528

Coos, Carroll and Grafton Counties: Tri-County Community Action - (603) 752-7001

Visit [puc.nh.gov/Consumer/electricassistanceprogram](http://puc.nh.gov/Consumer/electricassistanceprogram) for a full list of Community Action Agencies.

**ELIGIBILITY:** Ambit Energy does not determine customer eligibility for pricing based on credit history, LDC payment data or credit score. Ambit Energy does not deny service based on

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

a customer's or applicant's race, creed, color, national origin, ancestry, sex, age, sexual orientation, gender identity, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services

**INFORMATION RELEASE AUTHORIZATION:** By accepting this Agreement, you affirmatively consent to the LDC sharing billing and payment information with Ambit Energy, including your participation in budget billing or extended payment arrangements. Ambit will not release your confidential information to any party without your written consent, except as otherwise permitted under Puc 2004.19. "Confidential information" means information that is collected as part of providing you electric services that can identify you, including your name, telephone number, address, account number, payment information, and electricity consumption.

**AGENCY:** Customer appoints Ambit Energy as its agent to acquire supply necessary to meet your energy needs and contract for and administer transportation, transmission and related services over interstate facilities and those of the LDC needed to deliver energy to your service location. These services are provided on an arm's length basis and market-based compensation is included in the price noted in your Summary.

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

**DELAYS OR FAILURE TO EXERCISE RIGHTS:** No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction. Any and all other agreements, understandings, and representations by and

between the parties with respect to the matters addressed herein are superseded by this Agreement.

**ACCEPTANCE AND AMENDMENTS:** This Agreement shall not become effective until accepted by Ambit Energy. Ambit Energy reserves the right to cancel this Agreement if you fail to maintain satisfactory credit standing as determined by Ambit Energy. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such amendment at least forty-five (45) days prior to the effective date thereof. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

**FORCE MAJEURE:** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the LDC or any transportation or transmitting entity. If either Party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such Party shall give immediate written notice, to the maximum extent practicable, to the other Party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such Party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The Party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**ASSIGNMENT:** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit Energy. Ambit Energy may, with no less than fourteen (14) days written notice to you prior to the effective date, (a) transfer, sell,

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; and, with no less than thirty (30) days written notice to you prior to the effective date, (b) transfer or assign this Agreement to an affiliate of Ambit Energy; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit Energy; and/or (d) transfer or assign this Agreement to a certified Energy Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, Customer agrees that Ambit Energy shall have no further obligations hereunder. The written notice of assignment or transfer will include detailed information, important dates, and a description of your options, including your right to select another energy supplier without cost or penalty before the assignment or transfer occurs.

Within thirty (30) days of the effective date of the assignment or transfer, you will be refunded any applicable amounts owed.

**LIMITATIONS OF LIABILITY:** Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither Party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit Energy. There are no third-party beneficiaries to this Agreement.

**REPRESENTATIONS AND WARRANTIES:** The energy service under this Agreement will meet the applicable LDC's standards and may be supplied from a variety of sources. Ambit Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Ambit Energy expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**GOVERNING LAW:** This Agreement shall be governed by, enforced and performed in accordance with the rules of the NHPUC. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which

shall have a detrimental economic impact upon Ambit Energy's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit Energy shall have the right to materially change this Agreement with thirty (30) days' notice to the Customer. Upon receipt of written notice of a material change, Customer may terminate this agreement prior to the date such change becomes effective without penalty.

### **DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**SUMMARY:** Most Customer concerns can be resolved by calling Customer Care at (877) 282-6248. Customers can also contact Ambit in writing at P.O. Box 864589, Plano, TX 75086. Customer disputes or complaints that are not resolved to the Customer's satisfaction may be submitted to the NHPUC in writing at the address provided above or by calling (800) 852-3793, Monday through Friday, 8:00 a.m. to 4:30 p.m. ET. Upon the filing of a complaint with the Commission, either verbally or in writing, against Ambit, the Customer authorizes the Commission to begin an investigation. During an investigation, Ambit will provide any relevant information necessary to assist the Commission in resolving the complaint. The Customer or Ambit may request a hearing with the Commission if dissatisfied with how the Commission resolved the Customer's complaint.

Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or, if applicable, as required by NHPUC decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.**

In the unlikely event that Ambit's Customer Care department or the NHPUC is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

### ARBITRATION AGREEMENT

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including,

for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 1801 North Lamar Street, Suite 600, Dallas, TX 75202. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled. You may download or copy a form Notice and a form to initiate arbitration at [ambitenergy.com/arbitration-forms](http://ambitenergy.com/arbitration-forms).

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at (800) 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [ambitenergy.com/arbitration-information](http://ambitenergy.com/arbitration-information).) The arbitrator is

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit's last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.

# Ambit Northeast, LLC

## New Hampshire Environmental Disclosure Label

<p><b>Electricity Facts</b></p> <p>Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling Ambit Energy at (877) 282-6248, your local distribution company, or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at <a href="http://puc.nh.gov">puc.nh.gov</a> or on your electric provider's website.</p>	<p>Demand for electricity for Ambit Northeast, LLC New Hampshire customers from April 2016 – March 2017 was met by generation from the following sources:</p>			
	<p><b>Power Sources</b></p>	<p><b>Known Resources</b></p>	<p><b>System Power</b></p>	<p><b>TOTAL</b></p>
	<p>Biomass</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Coal</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Diesel</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Hydro</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Imported Power</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Landfill Gas</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Natural Gas</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Nuclear</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Oil</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Other</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Other (Renewable)</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Solar</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Municipal Solid Waste</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Trash to Energy</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Wind</p>	<p>0%</p>	<p>100%</p>	<p>100%</p>
	<p>Wood</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p><b>TOTAL</b></p>	<p><b>0%</b></p>	<p><b>100%</b></p>	<p><b>100%</b></p>
<p><b>Power Sources:</b></p>	<p>The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. 'Known Resources' include resources that are owned by, or are under contract to, the supplier. 'System Power' represents power purchased in the regional electricity market. Electric suppliers are required to obtain a certain amount of renewable energy in accordance with RSA 362-F, New Hampshire's renewable portfolio standard law. They may also choose to obtain amounts of renewable energy above their legal obligation, and utilities must also offer a renewable energy option to allow Customers to choose to support the purchase of additional renewable energy by the utility.</p>			
<p><b>Emissions:</b></p>	<p><b>Carbon Dioxide (CO<sub>2</sub>)</b> is released when fossil fuels (e.g., coal, oil, and natural gas) are burned. Carbon dioxide is a greenhouse gas and a major contributor to global warming.</p> <p><b>Nitrogen Oxides (NO<sub>x</sub>)</b> forms when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may cause respiratory illness in children with frequent high level exposure. NO<sub>x</sub> also contributes to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life.</p> <p><b>Sulfur Dioxide (SO<sub>2</sub>)</b> forms when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO<sub>2</sub> include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO<sub>2</sub> combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.</p>			
<p><b>Air Emissions:</b></p>	<p><b>Emission Type</b></p>	<p><b>Pounds per MWh</b></p>	<p><b>Percentage of NE-ISO System Average</b></p>	
	<p>Carbon Dioxide (CO<sub>2</sub>)</p>	<p>0.0</p>	<p>0%</p>	
	<p>Nitrogen Oxides (NO<sub>x</sub>)</p>	<p>0.0</p>	<p>0%</p>	
	<p>Sulfur Dioxide (SO<sub>2</sub>)</p>	<p>0.0</p>	<p>0%</p>	

# Northeast Product Content Label



Ambit Green Northeast products are certified by Green-e® Energy and match 100% of your monthly electricity usage. The table below provides the Ambit Green Northeast renewable resource mix in 2017, as well as the projected resource mix for 2018.

## Product Content Label

Renewable Energy Source	2017 Historical mix (location)	2018 Projected mix (locations)
Wind	82% (NY) 18% (NH)	100% (CT, NY, ME, VT, NH, MA, or RI)

Prospective figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the electricity you purchased. Historical figures reflect the power delivered to Ambit Green Northeast customers in 2017.

New renewables come from generation facilities that first began commercial operation within the last 15 years.

For comparison, the 2012 average mix of resources supplying the Northeast region includes: Coal (3%), Nuclear (30%), Oil (0%), Natural Gas (49%), Hydroelectric (12%), Wind (2%), Biomass (4%), and Other (1%). (Source: US Environmental Protection Agency, eGRID). The average home in the region uses 610 kWh per month (Source: U.S. EIA, 2014).

Green-e Energy certifies that Ambit Green Northeast meets the environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy or the certification requirements, visit [www.green-e.org](http://www.green-e.org). For additional information about Ambit Energy's green products, please visit [ambitenergy.com](http://ambitenergy.com), call (877) 282-6248 or email us at [ambitgreen@ambitenergy.com](mailto:ambitgreen@ambitenergy.com).

## Price Terms and Conditions\*



<b>Company</b>	Ambit New York, LLC; Ambit Northeast, LLC											
<b>Available Certified Green NE Plans</b>	<table border="0"> <tr> <td><b>Plan Name</b></td> <td><b>Early Termination Fee</b></td> </tr> <tr> <td>Ambit Green Northeast 12 Month</td> <td>\$0</td> </tr> <tr> <td>Ambit Green Northeast Variable</td> <td>\$0</td> </tr> </table>	<b>Plan Name</b>	<b>Early Termination Fee</b>	Ambit Green Northeast 12 Month	\$0	Ambit Green Northeast Variable	\$0					
<b>Plan Name</b>	<b>Early Termination Fee</b>											
Ambit Green Northeast 12 Month	\$0											
Ambit Green Northeast Variable	\$0											
<b>Eligible Customer Types</b>	Residential and Small Commercial											
<b>Whom should I contact for more information?</b>	Visit <a href="http://ambitenergy.com">ambitenergy.com</a> , call (877) 282-6248 M-F 8AM-6PM and Sat 10AM-5PM CT or email us at <a href="mailto:ambitgreen@ambitenergy.com">ambitgreen@ambitenergy.com</a>											
<b>How will I be billed?</b>	Your green power charge will be included in your energy rate on your Ambit Energy bill.											
<b>How will the green power charge on my bill be calculated?</b>	Up to an additional 4 cents (\$.04) per kilowatt-hour (kWh) used will be added to your bill for the green renewable premium. The energy rate can vary depending on your plan details.											
<b>Example of total electricity bill with 100% green</b>	<p>The following is an example of an average monthly electricity bill and the additional green power charge for green participation based on monthly usage of 610 kWh. Actual bill may vary based on your actual electricity usage and energy rate.</p> <table border="0"> <tr> <td>Monthly Usage</td> <td>X</td> <td>Energy Rate with Green Power Charge</td> <td>=</td> <td>Monthly Energy Charges</td> </tr> <tr> <td>610 kWh</td> <td></td> <td>(\$0.10 + \$0.04)</td> <td></td> <td>\$85.40</td> </tr> </table>		Monthly Usage	X	Energy Rate with Green Power Charge	=	Monthly Energy Charges	610 kWh		(\$0.10 + \$0.04)		\$85.40
Monthly Usage	X	Energy Rate with Green Power Charge	=	Monthly Energy Charges								
610 kWh		(\$0.10 + \$0.04)		\$85.40								
<b>Fixed or Variable Rate</b>	Fixed rate plans will remain the same price for the number of months mentioned in plan name. Variable rate plan pricing may change month-to-month due to assessment of historic and projected supply and hedging costs, prior month's pricing and conditions in electricity market among other factors. Please see your contract documents for more information.											
<b>Will the green power charge change over time?</b>	We expect the green power charge for Ambit Energy to remain the same through June 2019. For more information on historical green power charges, please visit <a href="http://ambitenergy.com">ambitenergy.com</a> .											
<b>We plan on using the following renewable sources for this product.</b>	Wind (CT, NY, ME, VT, NH, MA, or RI)											
<b>What other fees might I be charged?</b>	Please see the pricing section on Terms of Service for more information. No additional fees apply for the green portion of your plan.											

From the time you receive this notification, you have three business days to change your mind about purchasing Ambit Green Northeast from Ambit Energy. You may cancel your agreement to purchase Ambit Green Northeast from Ambit Energy by calling (877) 282-6248 or writing P.O. Box 864589 Plano, TX 75086.

050218 \*Applicable to all green plans.

Product changes should be submitted two (2) weeks prior to your meter read to take effect at the start of your next billing period.

**Ambit Northeast, LLC**  
**New Hampshire Eversource Energy Electricity Service Area**  
**ResidentialCommercial Disclosure Summary**

Product Name	White Mountain Commercial Variable
Length of the Agreement	0 monthly billing cycles Month-to-month
Fixed Per kWh Price Variable Per kWh Price for the first billing cycle	9.3200 ¢/kWh for your first monthly billing cycle.
Variable Price Components	<p>This is a variable rate agreement and your rate may change from month-to-month after the first billing cycle. No price ceiling exists. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market.</p> <p>Customer will receive notification of the price change when the customer receives the bill each month with that price. However, your next billing cycle rate will be available at least 5 days before the end of your current billing cycle by accessing the <i>New Hampshire Next Cycle Rate</i> link at the bottom of the <b>ambitenergy.com</b> homepage. Historical rates, showing the minimum and maximum for the last 12 months, are also available at the <i>New Hampshire Historical Rates</i> link in the View Residential Rates section in enrollment.</p>
Calculation of Charges	Your Ambit Energy charges will be calculated using the rate per kilowatt hour multiplied by your kilowatt hours used during the billing period.
Environmental Characteristics	Yes, 10016.6% of electricity used comes from renewable sources.
Early Termination Fee	No
Late Payment Fee	No
Renewal Terms	You will receive a written notice at least forty-five (45) days prior to contract expiration. If you do not select a new plan or other service provider, or have your service returned to the utility at least 10 days before your current contract end date, your account will transition to our default month-to-month variable plan. You can select an Ambit term or other variable product at any time. The service contract will automatically renew for successive one (1) month billing cycles until you select an Ambit product, or Ambit cancels the Agreement, you select another provider or have your service returned to the utility. Depending on when you select your new Ambit product, it may take one or more billing cycles for the plan to become effective.
Electricity Assistance Program	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.

# Ambit Northeast, LLC New Hampshire Service Area

## Sales Agreement and Terms of Service

### VERSION DATE: JANUARY 31, 2019

The following is your Terms of Service Agreement ("Agreement") with Ambit Northeast, LLC, d/b/a Ambit Energy, a wholly owned subsidiary of Ambit Energy Holdings ("Ambit Energy" or "Ambit"), for the purchase of electricity supply service.

#### CONTACT INFORMATION:

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy using the information below:

#### AMBIT ENERGY

ambitenergy.com

P.O. Box 864589  
Plano, TX 75086

Customer Service (877) 282-6248  
Fax (877) 805-5606

#### OPERATING HOURS:

Monday - Friday 9:00 a.m. - 7:00 p.m. ET  
Saturdays 11:00 a.m. - 6:00 p.m. ET

In the event of a power outage, please call your Local Distribution Company:

#### EVERSOURCE ENERGY (FORMERLY PUBLIC SERVICE OF NEW HAMPSHIRE)

Power Outage (800) 662-7764

#### UNITIL

Power Outage (800) 852-3339  
(Capital-area electric)

Power Outage (800) 582-7276  
(Seacoast-area electric)

#### NEW HAMPSHIRE ELECTRIC CO-OP (NHEC)

Power Outage (800) 698-2007

#### LIBERTY UTILITIES

Power Outage (855) 349-9455

#### NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION (PUC)

21 S. Fruit St, Suite 10  
Concord, NH 03301  
Main: (800) 852-3793  
Fax: (603) 271-3878  
puc@puc.nh.gov

Ambit Energy agrees to sell and Customer agrees to buy the quantity of electricity delivered to you, as measured or estimated by your Local Distribution Company (LDC). Ambit Energy is a Competitive Electric Power Supplier (CEPS), and will supply electricity for the service location enrolled under this Agreement, as specified in the Disclosure Summary ("Summary"), which is hereby made an integral part of the Agreement. By enrolling for service with Ambit Energy, you agree to be bound by this Agreement and pay for the electricity service Ambit Energy provides to you under this Agreement. The words "we," "us" and "our" refer to Ambit Energy, and the words "you" and "your" refer to the Customer. Please retain this Agreement and Summary for your records. Ambit Energy is licensed as a CEPS by the New Hampshire Public Utilities Commission ("NHPUC" or "Commission") under license number DM 14-005. The words "plan" and "product" have the same meaning throughout this Agreement.

**SERVICE TERM AND PLAN SELECTION:** Depending on which plan you have selected, your service under this Agreement is provided under either a variable-rate ("month-to-month") plan or fixed-rate ("term") plan, as specified in the Summary. Unless otherwise agreed to in writing or other form as authorized by the NHPUC, your minimum term will be disclosed to you in your Summary, along with any applicable monthly recurring fees. The plan selected at time of enrollment will become effective on the day your service begins with Ambit Energy, which coincides with the date your meter is read by your LDC. Because this date is determined by your LDC, Ambit Energy is not able to commit to a specific date for the commencement of service. Product changes should be submitted at least two (2) weeks prior to your meter read date to take effect at the start of your next billing period. Any requests made less than two (2) weeks in advance of your meter read date may delay the start of the new product until the following billing period.

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

Plan selection at enrollment is subject to Ambit Energy approval based on the premise type and/or service class that was previously assigned to your account by your LDC. If the information received from the LDC does not match the requested Ambit Energy plan, Ambit may switch the plan to match information received from the LDC, if such a plan is currently offered by Ambit. You understand that if the plan is changed to one which matches the correct premise/service class type, rates may vary. You will receive written notice of the product's terms and conditions and will have the ability to exercise your right of rescission as described below (See "Rescission Period").

**Variable-rate plans** shall commence for a one (1) month term ("Initial Term") and shall automatically renew under this Agreement for successive one (1) month terms ("Renewal Term"), unless either party notifies the other party of its desire not to renew at least thirty (30) days prior to the next meter read date. Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month to month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the previous

twenty-four (24) months' average billed rates for your rate class (residential or commercial) or the month's pricing available to date at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248. Please note that historical pricing is not indicative of present or future pricing. Similarly situated customers would have paid a maximum of \$.0145/kWh and a minimum of \$.1938/kWh over the preceding twelve (12) month period.

**Fixed-rate plans** shall commence for a term as specified in the Summary. A contract expiration notice will be sent to you at least forty-five (45) days prior to the end of your contract term. You will have the option to select another Ambit Energy plan, retail electricity supplier or aggregator, or terminate your service with Ambit. You can also contact Ambit or the LDC to have your service returned to the LDC. If you fail to take action by the date stated in the contract expiration notice, Ambit Energy will automatically continue to serve you pursuant to a default variable-rate product on a month-to-month basis.

**GSP VARIABLE PRODUCT DETAILS:** Ambit's Guaranteed Savings Plan (GSP) consists of two components: 1) a variable month-to-month rate, and 2) an Savings Guarantee with a minimum service period requirement.

**VARIABLE MONTH-TO-MONTH RATE:** The variable rate component of the GSP product is on a month-to-month basis. THE VARIABLE RATE MAY BE HIGHER OR LOWER THAN LDC SUPPLY RATE FOR ANY GIVEN BILLING CYCLE. Also, the variable rate may vary up or down based on many factors, including, but not limited to, current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in energy supply and demand, industry regulations, pricing strategies, and costs to serve Customers. THE GSP IS NOT A FIXED-RATE PRODUCT.

**SAVINGS GUARANTEE:** The Savings Guarantee component of the GSP product requires the customer to remain on the plan for twenty-four (24) consecutive monthly billing cycles to receive the benefit of the Savings Guarantee of at least 1% savings compared to LDC supply rate for the same period of twenty-four (24) billing cycles. If you cancel or otherwise do not remain on the plan for the required twenty-four (24) consecutive monthly billing cycles, you will not be eligible to receive your Savings Guarantee.

**GSP SAVINGS CALCULATION & REFUND DETAILS:** The savings calculation consists of comparing LDC

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

published supply rates to Ambit's supply rates for the same 24-month period. The comparison of supply rates takes into account all applicable rate components that includes, but is not limited to, the <Economic Development Rider, Generation Capacity Rider, Generation Energy Rider, Generation Cost Reconciliation Rider, Auction Cost Reconciliation Rider, Alternative Energy Rider, Transmission Ancillary Service Rider>. The savings calculation includes all applicable Ambit credits, including but not limited to, Free Energy credits, Courtesy credits, and LDC bill issuance credits. The calculation and notification of savings or refunds will be completed within three (3) months following the twelfth billing cycle on GSP. However, in some cases notification of savings or refunds could take longer than three (3) months.

**GSP RENEWAL DETAILS:** The GSP product contract does not renew automatically. GSP product expiration is defined as the end of twenty-four (24) consecutive monthly billing cycles required to be eligible for your Savings Guarantee. You must renew your GSP to be eligible for the Savings Guarantee for the next twenty-four (24) monthly billing cycles. You will receive one (1) written notice no more than thirty-five (35) days prior to product expiration. If you do not renew the GSP or select a new plan before the Plan expiration, your account will transition to Ambit's default month-to-month variable product at the rate stated in your GSP expiration notice. You may renew by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248 or by faxing your request to renew your product to (877) 805-5606. Please state the product that you would like to renew, include your account number and sign the fax.

**GSP NON-QUALIFYING CUSTOMERS:** Customers that are classified by LDC as "Low Income Home Energy Assistance Program (LIHEAP)" participants do not qualify for the 1% Savings Guarantee based on the LIHEAP LDC rates. Should you decide to enroll in the GSP, your savings will instead be based on a comparison to the standard LDC residential rates.

**OTHER IMPORTANT GSP DETAILS:** Your GSP Savings Guarantee period start and end dates are estimated based on LDC meter read schedule

and may vary depending on the actual date the meter is read. In any case, it will encompass twenty-four (24) consecutive monthly billing cycles. Savings guarantees only apply to products with "Guaranteed Savings Plan" in the product name.

**COMMUNICATION OPTIONS:** Please specify your preferred means of communication for receiving required notices and contract documents from Ambit Energy. The options to choose from are 1) email, and 2) U.S. mail. In addition, you may also choose to receive mobile messages for payment confirmation and future Ambit rate promotions. Please make your choice by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com) or calling Ambit Customer Care at (877) 282-6248."

**PLAN RENEWAL:** You may renew this Agreement online by logging onto your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248, or faxing your renewal request to (877) 805 5606. If you fax your renewal, please state the name of the plan that you would like to renew, include your account number, and sign the fax. If Ambit Energy does not receive a request to renew your plan, your service will automatically continue pursuant to a default variable-rate product on a month-to-month basis.

**RESCISSION PERIOD:** You may rescind this Agreement within five (5) business days from the date you electronically receive the terms of service; within six (6) business days from the postmarked date the terms of service agreement is sent to you by first class mail; within ten (10) business days from the date you, as a residential customer, electronically receives the terms of service, if you were enrolled through an in-person solicitation at your residence; or within eleven (11) business days from the postmarked date the terms of service Agreement is mailed to you by first class mail, if you were enrolled through an in-person solicitation at your residence. You may rescind by either calling Ambit Energy at (877) 282-6248 from 9:00 a.m. to 7:00 p.m., Monday - Friday and Saturday 11:00 a.m. to 6:00 p.m. (ET), or writing to P.O. Box 864589, Plano, TX 75086. If you rescind in writing, please provide your name, address, phone number and a statement that you are rescinding your Agreement under the Right of Rescission.

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

### CANCELLATION AND SWITCHING PROCEDURES

**FOR VARIABLE-RATE PLANS:** You may cancel your service with Ambit at any time by contacting either Ambit or the LDC directly. You are not required to notify Ambit if you switch to another CEPS. Ambit will submit your cancellation request to the LDC upon Ambit's receipt of the request. When you cancel your Ambit service, you agree to pay for the services provided by Ambit through the date you are switched to another CEPS or returned to the LDC. Ambit Energy may cancel a variable-rate Agreement at any time, for any reason, by providing notice to you at least thirty (30) days prior to the scheduled date of cancellation.

**FOR FIXED PLANS:** If you enroll in a fixed-rate plan and cancel your service with Ambit Energy before the end of the contract term, you will not be charged an early termination fee (ETF). You may cancel your service with Ambit at any time and with no advance notice by contacting either Ambit or the LDC directly. You are not required to notify Ambit if you switch to another CEPS. Ambit will submit your cancellation request to the LDC upon Ambit's receipt of the request. Your request will not be effective until the next regularly scheduled meter-reading date following the date on which Ambit gives the LDC notice of your request. It may take up to sixty (60) days for your account(s) to be returned to the LDC, depending on the LDC's cancellation procedures. When you cancel your Ambit service, you agree to pay for the services provided by Ambit through the date you are switched to another CEPS or returned to the LDC.

Ambit Energy may cancel a fixed-rate Agreement at any time, for any reason, by providing notice to you at least thirty (30) days prior to the scheduled date of cancellation. Ambit Energy reserves the right to cancel this Agreement (i) if your LDC is unable to read your meter for at least three (3) consecutive months; (ii) if at any time you request separate bills from your LDC and Ambit; or (iii) if the LDC removes you from their consolidated billing program and requires that Ambit bill you separately for your electricity supply. If any of these events occurs, Ambit will notify both you and your LDC of the cancellation of this Agreement at least thirty (30) days prior to the effective date of cancellation.

**BILLING AND PAYMENT:** Your LDC will continue to issue you a monthly bill, and the bill will include Ambit Energy supply charges, as well as applicable LDC charges related to electricity delivery, including but not limited to, transmission and distribution charges, system benefits charge, stranded cost recovery charge, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. You will make payment directly to the LDC each month in accordance with the payment terms stated in the LDC's tariffs, unless otherwise provided herein. You must pay each monthly bill in full by the date specified on the bill or be subject to late payment and interest charges by the LDC. In the event of failure to remit payment when due, Ambit will have the right to terminate your electricity supply service and seek suspension of distribution service. Your LDC may offer you a budget billing payment option.

**TAXES AND LAWS:** Except as otherwise provided in this Agreement or by law, any and all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**ENERGY ASSISTANCE PROGRAMS:** For assistance with paying your electricity bill, please contact the Community Action Program in your area.

Hillsborough and Rockingham Counties: Southern New Hampshire Services, Inc - (800) 322-1073

Belknap and Merrimack Counties: Community Action Program - (800) 856-5525

Cheshire and Sullivan Counties: Southwestern Community Services - (603) 542-9528

Coos, Carroll and Grafton Counties: Tri-County Community Action - (603) 752-7001

Visit [puc.nh.gov/Consumer/electricassistanceprogram](http://puc.nh.gov/Consumer/electricassistanceprogram) for a full list of Community Action Agencies.

**ELIGIBILITY:** Ambit Energy does not determine customer eligibility for pricing based on credit history, LDC payment data or credit score. Ambit Energy does not deny service based on

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

a customer's or applicant's race, creed, color, national origin, ancestry, sex, age, sexual orientation, gender identity, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services

**INFORMATION RELEASE AUTHORIZATION:** By accepting this Agreement, you affirmatively consent to the LDC sharing billing and payment information with Ambit Energy, including your participation in budget billing or extended payment arrangements. Ambit will not release your confidential information to any party without your written consent, except as otherwise permitted under Puc 2004.19. "Confidential information" means information that is collected as part of providing you electric services that can identify you, including your name, telephone number, address, account number, payment information, and electricity consumption.

**AGENCY:** Customer appoints Ambit Energy as its agent to acquire supply necessary to meet your energy needs and contract for and administer transportation, transmission and related services over interstate facilities and those of the LDC needed to deliver energy to your service location. These services are provided on an arm's length basis and market-based compensation is included in the price noted in your Summary.

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

**DELAYS OR FAILURE TO EXERCISE RIGHTS:** No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction. Any and all other agreements, understandings, and representations by and

between the parties with respect to the matters addressed herein are superseded by this Agreement.

**ACCEPTANCE AND AMENDMENTS:** This Agreement shall not become effective until accepted by Ambit Energy. Ambit Energy reserves the right to cancel this Agreement if you fail to maintain satisfactory credit standing as determined by Ambit Energy. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such amendment at least forty-five (45) days prior to the effective date thereof. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

**FORCE MAJEURE:** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the LDC or any transportation or transmitting entity. If either Party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such Party shall give immediate written notice, to the maximum extent practicable, to the other Party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such Party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The Party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**ASSIGNMENT:** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit Energy. Ambit Energy may, with no less than fourteen (14) days written notice to you prior to the effective date, (a) transfer, sell,

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; and, with no less than thirty (30) days written notice to you prior to the effective date, (b) transfer or assign this Agreement to an affiliate of Ambit Energy; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit Energy; and/or (d) transfer or assign this Agreement to a certified Energy Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, Customer agrees that Ambit Energy shall have no further obligations hereunder. The written notice of assignment or transfer will include detailed information, important dates, and a description of your options, including your right to select another energy supplier without cost or penalty before the assignment or transfer occurs.

Within thirty (30) days of the effective date of the assignment or transfer, you will be refunded any applicable amounts owed.

**LIMITATIONS OF LIABILITY:** Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither Party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit Energy. There are no third-party beneficiaries to this Agreement.

**REPRESENTATIONS AND WARRANTIES:** The energy service under this Agreement will meet the applicable LDC's standards and may be supplied from a variety of sources. Ambit Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Ambit Energy expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**GOVERNING LAW:** This Agreement shall be governed by, enforced and performed in accordance with the rules of the NHPUC. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which

shall have a detrimental economic impact upon Ambit Energy's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit Energy shall have the right to materially change this Agreement with thirty (30) days' notice to the Customer. Upon receipt of written notice of a material change, Customer may terminate this agreement prior to the date such change becomes effective without penalty.

### **DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**SUMMARY:** Most Customer concerns can be resolved by calling Customer Care at (877) 282-6248. Customers can also contact Ambit in writing at P.O. Box 864589, Plano, TX 75086. Customer disputes or complaints that are not resolved to the Customer's satisfaction may be submitted to the NHPUC in writing at the address provided above or by calling (800) 852-3793, Monday through Friday, 8:00 a.m. to 4:30 p.m. ET. Upon the filing of a complaint with the Commission, either verbally or in writing, against Ambit, the Customer authorizes the Commission to begin an investigation. During an investigation, Ambit will provide any relevant information necessary to assist the Commission in resolving the complaint. The Customer or Ambit may request a hearing with the Commission if dissatisfied with how the Commission resolved the Customer's complaint.

Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or, if applicable, as required by NHPUC decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.**

In the unlikely event that Ambit's Customer Care department or the NHPUC is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

### ARBITRATION AGREEMENT

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including,

for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 1801 North Lamar Street, Suite 600, Dallas, TX 75202. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled. You may download or copy a form Notice and a form to initiate arbitration at [ambitenergy.com/arbitration-forms](http://ambitenergy.com/arbitration-forms).

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at (800) 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [ambitenergy.com/arbitration-information](http://ambitenergy.com/arbitration-information).) The arbitrator is

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit's last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.

# Ambit Northeast, LLC

## New Hampshire Environmental Disclosure Label

<p><b>Electricity Facts</b></p> <p>Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling Ambit Energy at (877) 282-6248, your local distribution company, or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at <a href="http://puc.nh.gov">puc.nh.gov</a> or on your electric provider's website.</p>	<p>Demand for electricity for Ambit Northeast, LLC New Hampshire customers from April 2016 – March 2017 was met by generation from the following sources:</p>																																																																							
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<p><b>Power Sources:</b></p>	<p>The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. 'Known Resources' include resources that are owned by, or are under contract to, the supplier. 'System Power' represents power purchased in the regional electricity market. Electric suppliers are required to obtain a certain amount of renewable energy in accordance with RSA 362-F, New Hampshire's renewable portfolio standard law. They may also choose to obtain amounts of renewable energy above their legal obligation, and utilities must also offer a renewable energy option to allow Customers to choose to support the purchase of additional renewable energy by the utility.</p>																																																																							
<p><b>Emissions:</b></p>	<p><b>Carbon Dioxide (CO<sub>2</sub>)</b> is released when fossil fuels (e.g., coal, oil, and natural gas) are burned. Carbon dioxide is a greenhouse gas and a major contributor to global warming.</p> <p><b>Nitrogen Oxides (NO<sub>x</sub>)</b> forms when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may cause respiratory illness in children with frequent high level exposure. NO<sub>x</sub> also contributes to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life.</p> <p><b>Sulfur Dioxide (SO<sub>2</sub>)</b> forms when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO<sub>2</sub> include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO<sub>2</sub> combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.</p>																																																																							
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# NH Commercial Variable Rate History

## Eversource Energy NH - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Commercial Variable	
Month	Average Rate/kwh
Jan 2019	0.1026
Dec 2018	0.1026
Nov 2018	0.1026
Oct 2018	0.1026
Sep 2018	0.1026
Aug 2018	0.1002
Jul 2018	0.0876
Jun 2018	0.0876
May 2018	0.0876
Apr 2018	0.0876
Mar 2018	0.1150
Feb 2018	0.1159

White Mountain Commercial Variable	
Month	Average Rate/kwh
Jan 2019	0.0932
Dec 2018	0.0932
Nov 2018	0.0932
Oct 2018	0.0932
Sep 2018	0.0932
Aug 2018	0.0908
Jul 2018	0.0782
Jun 2018	0.0782
May 2018	0.0782
Apr 2018	0.0782
Mar 2018	0.1109
Feb 2018	0.1120

Last 12 Months
Minimum Price: 0.0876
Maximum Price: 0.1159

Last 12 Months
Minimum Price: 0.0782
Maximum Price: 0.112



# NH Commercial Variable Rate History

## Liberty Utilities - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Commercial Variable	
Month	Average Rate/kwh
Jan 2019	0.0918
Dec 2018	0.0918
Nov 2018	0.0918
Oct 2018	0.0918
Sep 2018	0.0918
Aug 2018	0.0943
Jul 2018	0.0975
Jun 2018	0.0975
May 2018	0.0975
Apr 2018	0.0949
Mar 2018	0.0916
Feb 2018	0.0900

NH Small Commercial Variable	
Month	Average Rate/kwh
Jan 2019	0.0825
Dec 2018	0.0825
Nov 2018	0.0825
Oct 2018	0.0825
Sep 2018	0.0825
Aug 2018	0.0851
Jul 2018	0.0882
Jun 2018	0.0882
May 2018	0.0882
Apr 2018	0.0878
Mar 2018	0.0866
Feb 2018	0.0850

Last 12 Months
Minimum Price: 0.09
Maximum Price: 0.0975

Last 12 Months
Minimum Price: 0.0825
Maximum Price: 0.0882

# NH Commercial Variable Rate History

## New Hampshire Electric Co-op

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Commercial Variable	
Month	Average Rate/kwh
Jan 2019	0.1010
Dec 2018	0.1010
Nov 2018	0.0961
Oct 2018	0.0827
Sep 2018	0.0832
Aug 2018	0.0835
Jul 2018	0.0835
Jun 2018	0.0835
May 2018	0.0936
Apr 2018	0.0974
Mar 2018	0.0938
Feb 2018	0.0941

NH Small Commercial Variable	
Month	Average Rate/kwh
Jan 2019	0.0916
Dec 2018	0.0916
Nov 2018	0.0867
Oct 2018	0.0733
Sep 2018	0.0733
Aug 2018	0.0733
Jul 2018	0.0733
Jun 2018	0.0733
May 2018	0.0840
Apr 2018	0.0899
Mar 2018	0.0899
Feb 2018	0.0899

Last 12 Months
Minimum Price: 0.0827
Maximum Price: 0.101

Last 12 Months
Minimum Price: 0.0733
Maximum Price: 0.0916

# NH Commercial Variable Rate History

## Unitil - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Commercial Variable	
Month	Average Rate/kwh
Jan 2019	0.1388
Dec 2018	0.1112
Nov 2018	0.0892
Oct 2018	0.0839
Sep 2018	0.0825
Aug 2018	0.0800
Jul 2018	0.0808
Jun 2018	0.0762
May 2018	0.0699
Apr 2018	0.0821
Mar 2018	0.1153
Feb 2018	0.1358

NH Small Commercial Variable	
Month	Average Rate/kwh
Jan 2019	0.1294
Dec 2018	0.1018
Nov 2018	0.0798
Oct 2018	0.0745
Sep 2018	0.0731
Aug 2018	0.0706
Jul 2018	0.0714
Jun 2018	0.0668
May 2018	0.0605
Apr 2018	0.0743
Mar 2018	0.1114
Feb 2018	0.1319

Last 12 Months
Minimum Price: 0.0699
Maximum Price: 0.1388

Last 12 Months
Minimum Price: 0.0605
Maximum Price: 0.1319

**Ambit Northeast, LLC**  
**New Hampshire Eversource Energy Electricity Service Area**  
**Commercial Disclosure Summary**

Product Name	White Mountain Commercial 12 Month Term
Length of the Agreement	12 monthly billing cycles
Fixed Per kWh Price	11.7000 ¢/kWh
Calculation of Charges	Your Ambit Energy charges will be calculated using the rate per kilowatt hour multiplied by your kilowatt hours used during the billing period.
Environmental Characteristics	Yes, 16.6% of electricity used comes from renewable sources.
Early Termination Fee	No
Late Payment Fee	No
Renewal Terms	You will receive a written notice at least forty-five (45) days prior to contract expiration. If you do not select a new plan or other service provider, or have your service returned to the utility at least 10 days before your current contract end date, your account will transition to our default month-to-month variable plan.

# Ambit Northeast, LLC New Hampshire Service Area

## Sales Agreement and Terms of Service

**VERSION DATE: JANUARY 31, 2019**

The following is your Terms of Service Agreement ("Agreement") with Ambit Northeast, LLC, d/b/a Ambit Energy, a wholly owned subsidiary of Ambit Energy Holdings ("Ambit Energy" or "Ambit"), for the purchase of electricity supply service.

### **CONTACT INFORMATION:**

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy using the information below:

#### **AMBIT ENERGY**

ambitenergy.com

P.O. Box 864589  
Plano, TX 75086

Customer Service (877) 282-6248  
Fax (877) 805-5606

#### **OPERATING HOURS:**

Monday - Friday 9:00 a.m. - 7:00 p.m. ET  
Saturdays 11:00 a.m. - 6:00 p.m. ET

In the event of a power outage, please call your Local Distribution Company:

#### **EVERSOURCE ENERGY (FORMERLY PUBLIC SERVICE OF NEW HAMPSHIRE)**

Power Outage (800) 662-7764

#### **UNITIL**

Power Outage (800) 852-3339  
(Capital-area electric)  
Power Outage (800) 582-7276  
(Seacoast-area electric)

#### **NEW HAMPSHIRE ELECTRIC CO-OP (NHEC)**

Power Outage (800) 698-2007

#### **LIBERTY UTILITIES**

Power Outage (855) 349-9455

#### **NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION (PUC)**

21 S. Fruit St, Suite 10  
Concord, NH 03301  
Main: (800) 852-3793  
Fax: (603) 271-3878  
puc@puc.nh.gov

Ambit Energy agrees to sell and Customer agrees to buy the quantity of electricity delivered to you, as measured or estimated by your Local Distribution Company (LDC). Ambit Energy is a Competitive Electric Power Supplier (CEPS), and will supply electricity for the service location enrolled under this Agreement, as specified in the Disclosure Summary ("Summary"), which is hereby made an integral part of the Agreement. By enrolling for service with Ambit Energy, you agree to be bound by this Agreement and pay for the electricity service Ambit Energy provides to you under this Agreement. The words "we," "us" and "our" refer to Ambit Energy, and the words "you" and "your" refer to the Customer. Please retain this Agreement and Summary for your records. Ambit Energy is licensed as a CEPS by the New Hampshire Public Utilities Commission ("NHPUC" or "Commission") under license number DM 14-005. The words "plan" and "product" have the same meaning throughout this Agreement.

**SERVICE TERM AND PLAN SELECTION:** Depending on which plan you have selected, your service under this Agreement is provided under either a variable-rate ("month-to-month") plan or fixed-rate ("term") plan, as specified in the Summary. Unless otherwise agreed to in writing or other form as authorized by the NHPUC, your minimum term will be disclosed to you in your Summary, along with any applicable monthly recurring fees. The plan selected at time of enrollment will become effective on the day your service begins with Ambit Energy, which coincides with the date your meter is read by your LDC. Because this date is determined by your LDC, Ambit Energy is not able to commit to a specific date for the commencement of service. Product changes should be submitted at least two (2) weeks prior to your meter read date to take effect at the start of your next billing period. Any requests made less than two (2) weeks in advance of your meter read date may delay the start of the new product until the following billing period.

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

Plan selection at enrollment is subject to Ambit Energy approval based on the premise type and/or service class that was previously assigned to your account by your LDC. If the information received from the LDC does not match the requested Ambit Energy plan, Ambit may switch the plan to match information received from the LDC, if such a plan is currently offered by Ambit. You understand that if the plan is changed to one which matches the correct premise/service class type, rates may vary. You will receive written notice of the product's terms and conditions and will have the ability to exercise your right of rescission as described below (See "Rescission Period").

**Variable-rate plans** shall commence for a one (1) month term ("Initial Term") and shall automatically renew under this Agreement for successive one (1) month terms ("Renewal Term"), unless either party notifies the other party of its desire not to renew at least thirty (30) days prior to the next meter read date. Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month to month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the previous

twenty-four (24) months' average billed rates for your rate class (residential or commercial) or the month's pricing available to date at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248. Please note that historical pricing is not indicative of present or future pricing. Similarly situated customers would have paid a maximum of \$.0145/kWh and a minimum of \$.1938/kWh over the preceding twelve (12) month period.

**Fixed-rate plans** shall commence for a term as specified in the Summary. A contract expiration notice will be sent to you at least forty-five (45) days prior to the end of your contract term. You will have the option to select another Ambit Energy plan, retail electricity supplier or aggregator, or terminate your service with Ambit. You can also contact Ambit or the LDC to have your service returned to the LDC. If you fail to take action by the date stated in the contract expiration notice, Ambit Energy will automatically continue to serve you pursuant to a default variable-rate product on a month-to-month basis.

**GSP VARIABLE PRODUCT DETAILS:** Ambit's Guaranteed Savings Plan (GSP) consists of two components: 1) a variable month-to-month rate, and 2) an Savings Guarantee with a minimum service period requirement.

**VARIABLE MONTH-TO-MONTH RATE:** The variable rate component of the GSP product is on a month-to-month basis. THE VARIABLE RATE MAY BE HIGHER OR LOWER THAN LDC SUPPLY RATE FOR ANY GIVEN BILLING CYCLE. Also, the variable rate may vary up or down based on many factors, including, but not limited to, current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in energy supply and demand, industry regulations, pricing strategies, and costs to serve Customers. THE GSP IS NOT A FIXED-RATE PRODUCT.

**SAVINGS GUARANTEE:** The Savings Guarantee component of the GSP product requires the customer to remain on the plan for twenty-four (24) consecutive monthly billing cycles to receive the benefit of the Savings Guarantee of at least 1% savings compared to LDC supply rate for the same period of twenty-four (24) billing cycles. If you cancel or otherwise do not remain on the plan for the required twenty-four (24) consecutive monthly billing cycles, you will not be eligible to receive your Savings Guarantee.

**GSP SAVINGS CALCULATION & REFUND DETAILS:** The savings calculation consists of comparing LDC

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

published supply rates to Ambit's supply rates for the same 24-month period. The comparison of supply rates takes into account all applicable rate components that includes, but is not limited to, the <Economic Development Rider, Generation Capacity Rider, Generation Energy Rider, Generation Cost Reconciliation Rider, Auction Cost Reconciliation Rider, Alternative Energy Rider, Transmission Ancillary Service Rider>. The savings calculation includes all applicable Ambit credits, including but not limited to, Free Energy credits, Courtesy credits, and LDC bill issuance credits. The calculation and notification of savings or refunds will be completed within three (3) months following the twelfth billing cycle on GSP. However, in some cases notification of savings or refunds could take longer than three (3) months.

**GSP RENEWAL DETAILS:** The GSP product contract does not renew automatically. GSP product expiration is defined as the end of twenty-four (24) consecutive monthly billing cycles required to be eligible for your Savings Guarantee. You must renew your GSP to be eligible for the Savings Guarantee for the next twenty-four (24) monthly billing cycles. You will receive one (1) written notice no more than thirty-five (35) days prior to product expiration. If you do not renew the GSP or select a new plan before the Plan expiration, your account will transition to Ambit's default month-to-month variable product at the rate stated in your GSP expiration notice. You may renew by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248 or by faxing your request to renew your product to (877) 805-5606. Please state the product that you would like to renew, include your account number and sign the fax.

**GSP NON-QUALIFYING CUSTOMERS:** Customers that are classified by LDC as "Low Income Home Energy Assistance Program (LIHEAP)" participants do not qualify for the 1% Savings Guarantee based on the LIHEAP LDC rates. Should you decide to enroll in the GSP, your savings will instead be based on a comparison to the standard LDC residential rates.

**OTHER IMPORTANT GSP DETAILS:** Your GSP Savings Guarantee period start and end dates are estimated based on LDC meter read schedule

and may vary depending on the actual date the meter is read. In any case, it will encompass twenty-four (24) consecutive monthly billing cycles. Savings guarantees only apply to products with "Guaranteed Savings Plan" in the product name.

**COMMUNICATION OPTIONS:** Please specify your preferred means of communication for receiving required notices and contract documents from Ambit Energy. The options to choose from are 1) email, and 2) U.S. mail. In addition, you may also choose to receive mobile messages for payment confirmation and future Ambit rate promotions. Please make your choice by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com) or calling Ambit Customer Care at (877) 282-6248."

**PLAN RENEWAL:** You may renew this Agreement online by logging onto your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248, or faxing your renewal request to (877) 805 5606. If you fax your renewal, please state the name of the plan that you would like to renew, include your account number, and sign the fax. If Ambit Energy does not receive a request to renew your plan, your service will automatically continue pursuant to a default variable-rate product on a month-to-month basis.

**RESCISSION PERIOD:** You may rescind this Agreement within five (5) business days from the date you electronically receive the terms of service; within six (6) business days from the postmarked date the terms of service agreement is sent to you by first class mail; within ten (10) business days from the date you, as a residential customer, electronically receives the terms of service, if you were enrolled through an in-person solicitation at your residence; or within eleven (11) business days from the postmarked date the terms of service Agreement is mailed to you by first class mail, if you were enrolled through an in-person solicitation at your residence. You may rescind by either calling Ambit Energy at (877) 282-6248 from 9:00 a.m. to 7:00 p.m., Monday - Friday and Saturday 11:00 a.m. to 6:00 p.m. (ET), or writing to P.O. Box 864589, Plano, TX 75086. If you rescind in writing, please provide your name, address, phone number and a statement that you are rescinding your Agreement under the Right of Rescission.

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

### **CANCELLATION AND SWITCHING PROCEDURES**

**FOR VARIABLE-RATE PLANS:** You may cancel your service with Ambit at any time by contacting either Ambit or the LDC directly. You are not required to notify Ambit if you switch to another CEPS. Ambit will submit your cancellation request to the LDC upon Ambit's receipt of the request. When you cancel your Ambit service, you agree to pay for the services provided by Ambit through the date you are switched to another CEPS or returned to the LDC. Ambit Energy may cancel a variable-rate Agreement at any time, for any reason, by providing notice to you at least thirty (30) days prior to the scheduled date of cancellation.

**FOR FIXED PLANS:** If you enroll in a fixed-rate plan and cancel your service with Ambit Energy before the end of the contract term, you will not be charged an early termination fee (ETF). You may cancel your service with Ambit at any time and with no advance notice by contacting either Ambit or the LDC directly. You are not required to notify Ambit if you switch to another CEPS. Ambit will submit your cancellation request to the LDC upon Ambit's receipt of the request. Your request will not be effective until the next regularly scheduled meter-reading date following the date on which Ambit gives the LDC notice of your request. It may take up to sixty (60) days for your account(s) to be returned to the LDC, depending on the LDC's cancellation procedures. When you cancel your Ambit service, you agree to pay for the services provided by Ambit through the date you are switched to another CEPS or returned to the LDC.

Ambit Energy may cancel a fixed-rate Agreement at any time, for any reason, by providing notice to you at least thirty (30) days prior to the scheduled date of cancellation. Ambit Energy reserves the right to cancel this Agreement (i) if your LDC is unable to read your meter for at least three (3) consecutive months; (ii) if at any time you request separate bills from your LDC and Ambit; or (iii) if the LDC removes you from their consolidated billing program and requires that Ambit bill you separately for your electricity supply. If any of these events occurs, Ambit will notify both you and your LDC of the cancellation of this Agreement at least thirty (30) days prior to the effective date of cancellation.

**BILLING AND PAYMENT:** Your LDC will continue to issue you a monthly bill, and the bill will include Ambit Energy supply charges, as well as applicable LDC charges related to electricity delivery, including but not limited to, transmission and distribution charges, system benefits charge, stranded cost recovery charge, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. You will make payment directly to the LDC each month in accordance with the payment terms stated in the LDC's tariffs, unless otherwise provided herein. You must pay each monthly bill in full by the date specified on the bill or be subject to late payment and interest charges by the LDC. In the event of failure to remit payment when due, Ambit will have the right to terminate your electricity supply service and seek suspension of distribution service. Your LDC may offer you a budget billing payment option.

**TAXES AND LAWS:** Except as otherwise provided in this Agreement or by law, any and all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**ENERGY ASSISTANCE PROGRAMS:** For assistance with paying your electricity bill, please contact the Community Action Program in your area.

Hillsborough and Rockingham Counties: Southern New Hampshire Services, Inc - (800) 322-1073

Belknap and Merrimack Counties: Community Action Program - (800) 856-5525

Cheshire and Sullivan Counties: Southwestern Community Services - (603) 542-9528

Coos, Carroll and Grafton Counties: Tri-County Community Action - (603) 752-7001

Visit [puc.nh.gov/Consumer/electricassistanceprogram](http://puc.nh.gov/Consumer/electricassistanceprogram) for a full list of Community Action Agencies.

**ELIGIBILITY:** Ambit Energy does not determine customer eligibility for pricing based on credit history, LDC payment data or credit score. Ambit Energy does not deny service based on

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

a customer's or applicant's race, creed, color, national origin, ancestry, sex, age, sexual orientation, gender identity, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services

**INFORMATION RELEASE AUTHORIZATION:** By accepting this Agreement, you affirmatively consent to the LDC sharing billing and payment information with Ambit Energy, including your participation in budget billing or extended payment arrangements. Ambit will not release your confidential information to any party without your written consent, except as otherwise permitted under Puc 2004.19. "Confidential information" means information that is collected as part of providing you electric services that can identify you, including your name, telephone number, address, account number, payment information, and electricity consumption.

**AGENCY:** Customer appoints Ambit Energy as its agent to acquire supply necessary to meet your energy needs and contract for and administer transportation, transmission and related services over interstate facilities and those of the LDC needed to deliver energy to your service location. These services are provided on an arm's length basis and market-based compensation is included in the price noted in your Summary.

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

**DELAYS OR FAILURE TO EXERCISE RIGHTS:** No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction. Any and all other agreements, understandings, and representations by and

between the parties with respect to the matters addressed herein are superseded by this Agreement.

**ACCEPTANCE AND AMENDMENTS:** This Agreement shall not become effective until accepted by Ambit Energy. Ambit Energy reserves the right to cancel this Agreement if you fail to maintain satisfactory credit standing as determined by Ambit Energy. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such amendment at least forty-five (45) days prior to the effective date thereof. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

**FORCE MAJEURE:** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the LDC or any transportation or transmitting entity. If either Party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such Party shall give immediate written notice, to the maximum extent practicable, to the other Party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such Party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The Party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**ASSIGNMENT:** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit Energy. Ambit Energy may, with no less than fourteen (14) days written notice to you prior to the effective date, (a) transfer, sell,

## Ambit Northeast, LLC New Hampshire Service Area

### Terms of Service

pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; and, with no less than thirty (30) days written notice to you prior to the effective date, (b) transfer or assign this Agreement to an affiliate of Ambit Energy; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit Energy; and/or (d) transfer or assign this Agreement to a certified Energy Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, Customer agrees that Ambit Energy shall have no further obligations hereunder. The written notice of assignment or transfer will include detailed information, important dates, and a description of your options, including your right to select another energy supplier without cost or penalty before the assignment or transfer occurs.

Within thirty (30) days of the effective date of the assignment or transfer, you will be refunded any applicable amounts owed.

**LIMITATIONS OF LIABILITY:** Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither Party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit Energy. There are no third-party beneficiaries to this Agreement.

**REPRESENTATIONS AND WARRANTIES:** The energy service under this Agreement will meet the applicable LDC's standards and may be supplied from a variety of sources. Ambit Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Ambit Energy expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**GOVERNING LAW:** This Agreement shall be governed by, enforced and performed in accordance with the rules of the NHPUC. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which

shall have a detrimental economic impact upon Ambit Energy's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit Energy shall have the right to materially change this Agreement with thirty (30) days' notice to the Customer. Upon receipt of written notice of a material change, Customer may terminate this agreement prior to the date such change becomes effective without penalty.

### **DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**SUMMARY:** Most Customer concerns can be resolved by calling Customer Care at (877) 282-6248. Customers can also contact Ambit in writing at P.O. Box 864589, Plano, TX 75086. Customer disputes or complaints that are not resolved to the Customer's satisfaction may be submitted to the NHPUC in writing at the address provided above or by calling (800) 852-3793, Monday through Friday, 8:00 a.m. to 4:30 p.m. ET. Upon the filing of a complaint with the Commission, either verbally or in writing, against Ambit, the Customer authorizes the Commission to begin an investigation. During an investigation, Ambit will provide any relevant information necessary to assist the Commission in resolving the complaint. The Customer or Ambit may request a hearing with the Commission if dissatisfied with how the Commission resolved the Customer's complaint.

Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or, if applicable, as required by NHPUC decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.**

In the unlikely event that Ambit's Customer Care department or the NHPUC is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

### ARBITRATION AGREEMENT

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including,

for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 1801 North Lamar Street, Suite 600, Dallas, TX 75202. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled. You may download or copy a form Notice and a form to initiate arbitration at [ambitenergy.com/arbitration-forms](http://ambitenergy.com/arbitration-forms).

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at (800) 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [ambitenergy.com/arbitration-information](http://ambitenergy.com/arbitration-information).) The arbitrator is

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit's last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.

# Ambit Northeast, LLC

## New Hampshire Environmental Disclosure Label

<p><b>Electricity Facts</b></p> <p>Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling Ambit Energy at (877) 282-6248, your local distribution company, or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at <a href="http://puc.nh.gov">puc.nh.gov</a> or on your electric provider's website.</p>	<p>Demand for electricity for Ambit Northeast, LLC New Hampshire customers from April 2016 - March 2017 was met by generation from the following sources:</p>			
	<p><b>Power Sources</b></p>	<p><b>Known Resources</b></p>	<p><b>System Power</b></p>	<p><b>TOTAL</b></p>
	<p>Biomass</p>	<p>0%</p>	<p>1.6%</p>	<p>1.6%</p>
	<p>Coal</p>	<p>0%</p>	<p>2.6%</p>	<p>2.6%</p>
	<p>Diesel</p>	<p>0%</p>	<p>1.0%</p>	<p>1.0%</p>
	<p>Hydro</p>	<p>0%</p>	<p>4.4%</p>	<p>4.4%</p>
	<p>Imported Power</p>	<p>0%</p>	<p>19.1%</p>	<p>19.1%</p>
	<p>Landfill Gas</p>	<p>0%</p>	<p>0.5%</p>	<p>0.5%</p>
	<p>Natural Gas</p>	<p>0%</p>	<p>32.7%</p>	<p>32.7%</p>
	<p>Nuclear</p>	<p>0%</p>	<p>24.3%</p>	<p>24.3%</p>
	<p>Oil</p>	<p>0%</p>	<p>6.1%</p>	<p>6.1%</p>
	<p>Other</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Other (Renewable)</p>	<p>0%</p>	<p>0.3%</p>	<p>0.3%</p>
	<p>Solar</p>	<p>0%</p>	<p>1.4%</p>	<p>1.4%</p>
	<p>Municipal Solid Waste</p>	<p>0%</p>	<p>0.9%</p>	<p>0.9%</p>
	<p>Trash to Energy</p>	<p>0%</p>	<p>1.6%</p>	<p>1.6%</p>
	<p>Wind</p>	<p>0%</p>	<p>2.1%</p>	<p>2.1%</p>
	<p>Wood</p>	<p>0%</p>	<p>1.4%</p>	<p>1.4%</p>
	<p><b>TOTAL</b></p>	<p><b>0%</b></p>	<p><b>100%</b></p>	<p><b>100%</b></p>
<p><b>Power Sources:</b></p>	<p>The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. 'Known Resources' include resources that are owned by, or are under contract to, the supplier. 'System Power' represents power purchased in the regional electricity market. Electric suppliers are required to obtain a certain amount of renewable energy in accordance with RSA 362-F, New Hampshire's renewable portfolio standard law. They may also choose to obtain amounts of renewable energy above their legal obligation, and utilities must also offer a renewable energy option to allow Customers to choose to support the purchase of additional renewable energy by the utility.</p>			
<p><b>Emissions:</b></p>	<p><b>Carbon Dioxide (CO<sub>2</sub>)</b> is released when fossil fuels (e.g., coal, oil, and natural gas) are burned. Carbon dioxide is a greenhouse gas and a major contributor to global warming.</p> <p><b>Nitrogen Oxides (NO<sub>x</sub>)</b> forms when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may cause respiratory illness in children with frequent high level exposure. NO<sub>x</sub> also contributes to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life.</p> <p><b>Sulfur Dioxide (SO<sub>2</sub>)</b> forms when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO<sub>2</sub> include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO<sub>2</sub> combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.</p>			
<p><b>Air Emissions:</b></p>	<p><b>Emission Type</b></p>	<p><b>Pounds per MWh</b></p>	<p><b>Percentage of NE-ISO System Average</b></p>	
	<p>Carbon Dioxide (CO<sub>2</sub>)</p>	<p>2,958.83</p>	<p>100%</p>	
	<p>Nitrogen Oxides (NO<sub>x</sub>)</p>	<p>2.82</p>	<p>100%</p>	
	<p>Sulfur Dioxide (SO<sub>2</sub>)</p>	<p>3.8</p>	<p>100%</p>	

**Ambit Northeast, LLC**  
**New Hampshire Eversource Energy Electricity Service Area**  
**Residential Disclosure Summary**

Product Name	New Hampshire Guaranteed Savings Plan 24 - Electric
Length of the Agreement	24 monthly billing cycles
Variable Per kWh Price for the first billing cycle	9.2900 ¢/kWh for your first monthly billing cycle.
Variable Price Components	The variable rate component of the GSP product is on a month-to-month basis. <b>THE VARIABLE RATE MAY BE HIGHER OR LOWER THAN NEW HAMPSHIRE EVERSOURCE ENERGY'S SUPPLY RATE FOR ANY GIVEN BILLING CYCLE.</b> Also, the variable rate may vary up or down based on many factors, including, but not limited to, current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in energy supply and demand, industry regulations, pricing strategies, and costs to serve Customers.
Calculation of Charges	The savings calculation consists of comparing New Hampshire Eversource Energy's published supply rates to Ambit's supply rates for the same 24-month period. The savings calculation includes all applicable Ambit credits, including but not limited to, Free Energy credits, Courtesy credits, and New Hampshire Eversource Energy bill issuance credits. The calculation and notification of savings or refunds will be completed within three (3) months following the twenty-fourth billing cycle on GSP. However, in some cases notification of savings or refunds could take longer than three (3) months.
Early Termination Fee	No
Late Payment Fee	No
Renewal Terms	The GSP product contract does not renew automatically. GSP product expiration is defined as the end of twenty-four (24) consecutive monthly billing cycles required to be eligible for the Savings Guarantee. You must renew your GSP to be eligible for the Annual Savings Guarantee for the next twenty-four (24) monthly billing cycles. You will receive one (1) written notice no more than thirty-five (35) days prior to product expiration. If you do not renew the GSP or select a new plan before the Plan expiration, your account will transition to Ambit's default month-to-month variable product at the rate stated in your GSP expiration notice. You may renew by logging on to your account management site at <a href="http://www.ambitenergy.com">www.ambitenergy.com</a> , calling Customer Care at (877) 282-6248 or by faxing your request to renew your product to (877) 805-5606. Please state the product that you would like to renew, include your account number and sign the fax.
Electricity Assistance Program	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.

# Ambit Northeast, LLC New Hampshire Service Area

## Sales Agreement and Terms of Service

**VERSION DATE: JANUARY 31, 2019**

The following is your Terms of Service Agreement ("Agreement") with Ambit Northeast, LLC, d/b/a Ambit Energy, a wholly owned subsidiary of Ambit Energy Holdings ("Ambit Energy" or "Ambit"), for the purchase of electricity supply service.

### **CONTACT INFORMATION:**

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy using the information below:

#### **AMBIT ENERGY**

ambitenergy.com

P.O. Box 864589  
Plano, TX 75086

Customer Service (877) 282-6248  
Fax (877) 805-5606

#### **OPERATING HOURS:**

Monday - Friday 9:00 a.m. - 7:00 p.m. ET  
Saturdays 11:00 a.m. - 6:00 p.m. ET

In the event of a power outage, please call your Local Distribution Company:

#### **EVERSOURCE ENERGY (FORMERLY PUBLIC SERVICE OF NEW HAMPSHIRE)**

Power Outage (800) 662-7764

#### **UNITIL**

Power Outage (800) 852-3339  
(Capital-area electric)  
Power Outage (800) 582-7276  
(Seacoast-area electric)

#### **NEW HAMPSHIRE ELECTRIC CO-OP (NHEC)**

Power Outage (800) 698-2007

#### **LIBERTY UTILITIES**

Power Outage (855) 349-9455

#### **NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION (PUC)**

21 S. Fruit St, Suite 10  
Concord, NH 03301  
Main: (800) 852-3793  
Fax: (603) 271-3878  
puc@puc.nh.gov

Ambit Energy agrees to sell and Customer agrees to buy the quantity of electricity delivered to you, as measured or estimated by your Local Distribution Company (LDC). Ambit Energy is a Competitive Electric Power Supplier (CEPS), and will supply electricity for the service location enrolled under this Agreement, as specified in the Disclosure Summary ("Summary"), which is hereby made an integral part of the Agreement. By enrolling for service with Ambit Energy, you agree to be bound by this Agreement and pay for the electricity service Ambit Energy provides to you under this Agreement. The words "we," "us" and "our" refer to Ambit Energy, and the words "you" and "your" refer to the Customer. Please retain this Agreement and Summary for your records. Ambit Energy is licensed as a CEPS by the New Hampshire Public Utilities Commission ("NHPUC" or "Commission") under license number DM 14-005. The words "plan" and "product" have the same meaning throughout this Agreement.

**SERVICE TERM AND PLAN SELECTION:** Depending on which plan you have selected, your service under this Agreement is provided under either a variable-rate ("month-to-month") plan or fixed-rate ("term") plan, as specified in the Summary. Unless otherwise agreed to in writing or other form as authorized by the NHPUC, your minimum term will be disclosed to you in your Summary, along with any applicable monthly recurring fees. The plan selected at time of enrollment will become effective on the day your service begins with Ambit Energy, which coincides with the date your meter is read by your LDC. Because this date is determined by your LDC, Ambit Energy is not able to commit to a specific date for the commencement of service. Product changes should be submitted at least two (2) weeks prior to your meter read date to take effect at the start of your next billing period. Any requests made less than two (2) weeks in advance of your meter read date may delay the start of the new product until the following billing period.

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

Plan selection at enrollment is subject to Ambit Energy approval based on the premise type and/or service class that was previously assigned to your account by your LDC. If the information received from the LDC does not match the requested Ambit Energy plan, Ambit may switch the plan to match information received from the LDC, if such a plan is currently offered by Ambit. You understand that if the plan is changed to one which matches the correct premise/service class type, rates may vary. You will receive written notice of the product's terms and conditions and will have the ability to exercise your right of rescission as described below (See "Rescission Period").

**Variable-rate plans** shall commence for a one (1) month term ("Initial Term") and shall automatically renew under this Agreement for successive one (1) month terms ("Renewal Term"), unless either party notifies the other party of its desire not to renew at least thirty (30) days prior to the next meter read date. Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month to month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the previous

twenty-four (24) months' average billed rates for your rate class (residential or commercial) or the month's pricing available to date at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248. Please note that historical pricing is not indicative of present or future pricing. Similarly situated customers would have paid a maximum of \$.0145/kWh and a minimum of \$.1938/kWh over the preceding twelve (12) month period.

**Fixed-rate plans** shall commence for a term as specified in the Summary. A contract expiration notice will be sent to you at least forty-five (45) days prior to the end of your contract term. You will have the option to select another Ambit Energy plan, retail electricity supplier or aggregator, or terminate your service with Ambit. You can also contact Ambit or the LDC to have your service returned to the LDC. If you fail to take action by the date stated in the contract expiration notice, Ambit Energy will automatically continue to serve you pursuant to a default variable-rate product on a month-to-month basis.

**GSP VARIABLE PRODUCT DETAILS:** Ambit's Guaranteed Savings Plan (GSP) consists of two components: 1) a variable month-to-month rate, and 2) an Savings Guarantee with a minimum service period requirement.

**VARIABLE MONTH-TO-MONTH RATE:** The variable rate component of the GSP product is on a month-to-month basis. THE VARIABLE RATE MAY BE HIGHER OR LOWER THAN LDC SUPPLY RATE FOR ANY GIVEN BILLING CYCLE. Also, the variable rate may vary up or down based on many factors, including, but not limited to, current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in energy supply and demand, industry regulations, pricing strategies, and costs to serve Customers. THE GSP IS NOT A FIXED-RATE PRODUCT.

**SAVINGS GUARANTEE:** The Savings Guarantee component of the GSP product requires the customer to remain on the plan for twenty-four (24) consecutive monthly billing cycles to receive the benefit of the Savings Guarantee of at least 1% savings compared to LDC supply rate for the same period of twenty-four (24) billing cycles. If you cancel or otherwise do not remain on the plan for the required twenty-four (24) consecutive monthly billing cycles, you will not be eligible to receive your Savings Guarantee.

**GSP SAVINGS CALCULATION & REFUND DETAILS:** The savings calculation consists of comparing LDC

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

published supply rates to Ambit's supply rates for the same 24-month period. The comparison of supply rates takes into account all applicable rate components that includes, but is not limited to, the <Economic Development Rider, Generation Capacity Rider, Generation Energy Rider, Generation Cost Reconciliation Rider, Auction Cost Reconciliation Rider, Alternative Energy Rider, Transmission Ancillary Service Rider>. The savings calculation includes all applicable Ambit credits, including but not limited to, Free Energy credits, Courtesy credits, and LDC bill issuance credits. The calculation and notification of savings or refunds will be completed within three (3) months following the twelfth billing cycle on GSP. However, in some cases notification of savings or refunds could take longer than three (3) months.

**GSP RENEWAL DETAILS:** The GSP product contract does not renew automatically. GSP product expiration is defined as the end of twenty-four (24) consecutive monthly billing cycles required to be eligible for your Savings Guarantee. You must renew your GSP to be eligible for the Savings Guarantee for the next twenty-four (24) monthly billing cycles. You will receive one (1) written notice no more than thirty-five (35) days prior to product expiration. If you do not renew the GSP or select a new plan before the Plan expiration, your account will transition to Ambit's default month-to-month variable product at the rate stated in your GSP expiration notice. You may renew by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248 or by faxing your request to renew your product to (877) 805-5606. Please state the product that you would like to renew, include your account number and sign the fax.

**GSP NON-QUALIFYING CUSTOMERS:** Customers that are classified by LDC as "Low Income Home Energy Assistance Program (LIHEAP)" participants do not qualify for the 1% Savings Guarantee based on the LIHEAP LDC rates. Should you decide to enroll in the GSP, your savings will instead be based on a comparison to the standard LDC residential rates.

**OTHER IMPORTANT GSP DETAILS:** Your GSP Savings Guarantee period start and end dates are estimated based on LDC meter read schedule

and may vary depending on the actual date the meter is read. In any case, it will encompass twenty-four (24) consecutive monthly billing cycles. Savings guarantees only apply to products with "Guaranteed Savings Plan" in the product name.

**COMMUNICATION OPTIONS:** Please specify your preferred means of communication for receiving required notices and contract documents from Ambit Energy. The options to choose from are 1) email, and 2) U.S. mail. In addition, you may also choose to receive mobile messages for payment confirmation and future Ambit rate promotions. Please make your choice by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com) or calling Ambit Customer Care at (877) 282-6248."

**PLAN RENEWAL:** You may renew this Agreement online by logging onto your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248, or faxing your renewal request to (877) 805 5606. If you fax your renewal, please state the name of the plan that you would like to renew, include your account number, and sign the fax. If Ambit Energy does not receive a request to renew your plan, your service will automatically continue pursuant to a default variable-rate product on a month-to-month basis.

**RESCISSION PERIOD:** You may rescind this Agreement within five (5) business days from the date you electronically receive the terms of service; within six (6) business days from the postmarked date the terms of service agreement is sent to you by first class mail; within ten (10) business days from the date you, as a residential customer, electronically receives the terms of service, if you were enrolled through an in-person solicitation at your residence; or within eleven (11) business days from the postmarked date the terms of service Agreement is mailed to you by first class mail, if you were enrolled through an in-person solicitation at your residence. You may rescind by either calling Ambit Energy at (877) 282-6248 from 9:00 a.m. to 7:00 p.m., Monday - Friday and Saturday 11:00 a.m. to 6:00 p.m. (ET), or writing to P.O. Box 864589, Plano, TX 75086. If you rescind in writing, please provide your name, address, phone number and a statement that you are rescinding your Agreement under the Right of Rescission.

## Ambit Northeast, LLC New Hampshire Service Area

### Terms of Service

#### **CANCELLATION AND SWITCHING PROCEDURES**

**FOR VARIABLE-RATE PLANS:** You may cancel your service with Ambit at any time by contacting either Ambit or the LDC directly. You are not required to notify Ambit if you switch to another CEPS. Ambit will submit your cancellation request to the LDC upon Ambit's receipt of the request. When you cancel your Ambit service, you agree to pay for the services provided by Ambit through the date you are switched to another CEPS or returned to the LDC. Ambit Energy may cancel a variable-rate Agreement at any time, for any reason, by providing notice to you at least thirty (30) days prior to the scheduled date of cancellation.

**FOR FIXED PLANS:** If you enroll in a fixed-rate plan and cancel your service with Ambit Energy before the end of the contract term, you will not be charged an early termination fee (ETF). You may cancel your service with Ambit at any time and with no advance notice by contacting either Ambit or the LDC directly. You are not required to notify Ambit if you switch to another CEPS. Ambit will submit your cancellation request to the LDC upon Ambit's receipt of the request. Your request will not be effective until the next regularly scheduled meter-reading date following the date on which Ambit gives the LDC notice of your request. It may take up to sixty (60) days for your account(s) to be returned to the LDC, depending on the LDC's cancellation procedures. When you cancel your Ambit service, you agree to pay for the services provided by Ambit through the date you are switched to another CEPS or returned to the LDC.

Ambit Energy may cancel a fixed-rate Agreement at any time, for any reason, by providing notice to you at least thirty (30) days prior to the scheduled date of cancellation. Ambit Energy reserves the right to cancel this Agreement (i) if your LDC is unable to read your meter for at least three (3) consecutive months; (ii) if at any time you request separate bills from your LDC and Ambit; or (iii) if the LDC removes you from their consolidated billing program and requires that Ambit bill you separately for your electricity supply. If any of these events occurs, Ambit will notify both you and your LDC of the cancellation of this Agreement at least thirty (30) days prior to the effective date of cancellation.

**BILLING AND PAYMENT:** Your LDC will continue to issue you a monthly bill, and the bill will include Ambit Energy supply charges, as well as applicable LDC charges related to electricity delivery, including but not limited to, transmission and distribution charges, system benefits charge, stranded cost recovery charge, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. You will make payment directly to the LDC each month in accordance with the payment terms stated in the LDC's tariffs, unless otherwise provided herein. You must pay each monthly bill in full by the date specified on the bill or be subject to late payment and interest charges by the LDC. In the event of failure to remit payment when due, Ambit will have the right to terminate your electricity supply service and seek suspension of distribution service. Your LDC may offer you a budget billing payment option.

**TAXES AND LAWS:** Except as otherwise provided in this Agreement or by law, any and all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**ENERGY ASSISTANCE PROGRAMS:** For assistance with paying your electricity bill, please contact the Community Action Program in your area.

Hillsborough and Rockingham Counties: Southern New Hampshire Services, Inc - (800) 322-1073

Belknap and Merrimack Counties: Community Action Program - (800) 856-5525

Cheshire and Sullivan Counties: Southwestern Community Services - (603) 542-9528

Coos, Carroll and Grafton Counties: Tri-County Community Action - (603) 752-7001

Visit [puc.nh.gov/Consumer/electricassistanceprogram](http://puc.nh.gov/Consumer/electricassistanceprogram) for a full list of Community Action Agencies.

**ELIGIBILITY:** Ambit Energy does not determine customer eligibility for pricing based on credit history, LDC payment data or credit score. Ambit Energy does not deny service based on

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

a customer's or applicant's race, creed, color, national origin, ancestry, sex, age, sexual orientation, gender identity, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services

**INFORMATION RELEASE AUTHORIZATION:** By accepting this Agreement, you affirmatively consent to the LDC sharing billing and payment information with Ambit Energy, including your participation in budget billing or extended payment arrangements. Ambit will not release your confidential information to any party without your written consent, except as otherwise permitted under Puc 2004.19. "Confidential information" means information that is collected as part of providing you electric services that can identify you, including your name, telephone number, address, account number, payment information, and electricity consumption.

**AGENCY:** Customer appoints Ambit Energy as its agent to acquire supply necessary to meet your energy needs and contract for and administer transportation, transmission and related services over interstate facilities and those of the LDC needed to deliver energy to your service location. These services are provided on an arm's length basis and market-based compensation is included in the price noted in your Summary.

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

**DELAYS OR FAILURE TO EXERCISE RIGHTS:** No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction. Any and all other agreements, understandings, and representations by and

between the parties with respect to the matters addressed herein are superseded by this Agreement.

**ACCEPTANCE AND AMENDMENTS:** This Agreement shall not become effective until accepted by Ambit Energy. Ambit Energy reserves the right to cancel this Agreement if you fail to maintain satisfactory credit standing as determined by Ambit Energy. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such amendment at least forty-five (45) days prior to the effective date thereof. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

**FORCE MAJEURE:** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the LDC or any transportation or transmitting entity. If either Party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such Party shall give immediate written notice, to the maximum extent practicable, to the other Party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such Party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The Party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**ASSIGNMENT:** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit Energy. Ambit Energy may, with no less than fourteen (14) days written notice to you prior to the effective date, (a) transfer, sell,

## Ambit Northeast, LLC New Hampshire Service Area

### Terms of Service

pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; and, with no less than thirty (30) days written notice to you prior to the effective date, (b) transfer or assign this Agreement to an affiliate of Ambit Energy; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit Energy; and/or (d) transfer or assign this Agreement to a certified Energy Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, Customer agrees that Ambit Energy shall have no further obligations hereunder. The written notice of assignment or transfer will include detailed information, important dates, and a description of your options, including your right to select another energy supplier without cost or penalty before the assignment or transfer occurs.

Within thirty (30) days of the effective date of the assignment or transfer, you will be refunded any applicable amounts owed.

**LIMITATIONS OF LIABILITY:** Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither Party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit Energy. There are no third-party beneficiaries to this Agreement.

**REPRESENTATIONS AND WARRANTIES:** The energy service under this Agreement will meet the applicable LDC's standards and may be supplied from a variety of sources. Ambit Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Ambit Energy expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**GOVERNING LAW:** This Agreement shall be governed by, enforced and performed in accordance with the rules of the NHPUC. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which

shall have a detrimental economic impact upon Ambit Energy's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit Energy shall have the right to materially change this Agreement with thirty (30) days' notice to the Customer. Upon receipt of written notice of a material change, Customer may terminate this agreement prior to the date such change becomes effective without penalty.

### **DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**SUMMARY:** Most Customer concerns can be resolved by calling Customer Care at (877) 282-6248. Customers can also contact Ambit in writing at P.O. Box 864589, Plano, TX 75086. Customer disputes or complaints that are not resolved to the Customer's satisfaction may be submitted to the NHPUC in writing at the address provided above or by calling (800) 852-3793, Monday through Friday, 8:00 a.m. to 4:30 p.m. ET. Upon the filing of a complaint with the Commission, either verbally or in writing, against Ambit, the Customer authorizes the Commission to begin an investigation. During an investigation, Ambit will provide any relevant information necessary to assist the Commission in resolving the complaint. The Customer or Ambit may request a hearing with the Commission if dissatisfied with how the Commission resolved the Customer's complaint.

Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or, if applicable, as required by NHPUC decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.**

In the unlikely event that Ambit's Customer Care department or the NHPUC is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

### ARBITRATION AGREEMENT

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including,

for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 1801 North Lamar Street, Suite 600, Dallas, TX 75202. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled. You may download or copy a form Notice and a form to initiate arbitration at [ambitenergy.com/arbitration-forms](http://ambitenergy.com/arbitration-forms).

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at (800) 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [ambitenergy.com/arbitration-information](http://ambitenergy.com/arbitration-information).) The arbitrator is

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit's last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.

# Ambit Northeast, LLC

## New Hampshire Environmental Disclosure Label

<p><b>Electricity Facts</b></p> <p>Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling Ambit Energy at (877) 282-6248, your local distribution company, or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at <a href="http://puc.nh.gov">puc.nh.gov</a> or on your electric provider's website.</p>	<p>Demand for electricity for Ambit Northeast, LLC New Hampshire customers from April 2016 - March 2017 was met by generation from the following sources:</p>			
	<p><b>Power Sources</b></p>	<p><b>Known Resources</b></p>	<p><b>System Power</b></p>	<p><b>TOTAL</b></p>
	<p>Biomass</p>	<p>0%</p>	<p>1.6%</p>	<p>1.6%</p>
	<p>Coal</p>	<p>0%</p>	<p>2.6%</p>	<p>2.6%</p>
	<p>Diesel</p>	<p>0%</p>	<p>1.0%</p>	<p>1.0%</p>
	<p>Hydro</p>	<p>0%</p>	<p>4.4%</p>	<p>4.4%</p>
	<p>Imported Power</p>	<p>0%</p>	<p>19.1%</p>	<p>19.1%</p>
	<p>Landfill Gas</p>	<p>0%</p>	<p>0.5%</p>	<p>0.5%</p>
	<p>Natural Gas</p>	<p>0%</p>	<p>32.7%</p>	<p>32.7%</p>
	<p>Nuclear</p>	<p>0%</p>	<p>24.3%</p>	<p>24.3%</p>
	<p>Oil</p>	<p>0%</p>	<p>6.1%</p>	<p>6.1%</p>
	<p>Other</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Other (Renewable)</p>	<p>0%</p>	<p>0.3%</p>	<p>0.3%</p>
	<p>Solar</p>	<p>0%</p>	<p>1.4%</p>	<p>1.4%</p>
	<p>Municipal Solid Waste</p>	<p>0%</p>	<p>0.9%</p>	<p>0.9%</p>
	<p>Trash to Energy</p>	<p>0%</p>	<p>1.6%</p>	<p>1.6%</p>
	<p>Wind</p>	<p>0%</p>	<p>2.1%</p>	<p>2.1%</p>
	<p>Wood</p>	<p>0%</p>	<p>1.4%</p>	<p>1.4%</p>
	<p><b>TOTAL</b></p>	<p><b>0%</b></p>	<p><b>100%</b></p>	<p><b>100%</b></p>
<p><b>Power Sources:</b></p>	<p>The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. 'Known Resources' include resources that are owned by, or are under contract to, the supplier. 'System Power' represents power purchased in the regional electricity market. Electric suppliers are required to obtain a certain amount of renewable energy in accordance with RSA 362-F, New Hampshire's renewable portfolio standard law. They may also choose to obtain amounts of renewable energy above their legal obligation, and utilities must also offer a renewable energy option to allow Customers to choose to support the purchase of additional renewable energy by the utility.</p>			
<p><b>Emissions:</b></p>	<p><b>Carbon Dioxide (CO<sub>2</sub>)</b> is released when fossil fuels (e.g., coal, oil, and natural gas) are burned. Carbon dioxide is a greenhouse gas and a major contributor to global warming.</p> <p><b>Nitrogen Oxides (NO<sub>x</sub>)</b> forms when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may cause respiratory illness in children with frequent high level exposure. NO<sub>x</sub> also contributes to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life.</p> <p><b>Sulfur Dioxide (SO<sub>2</sub>)</b> forms when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO<sub>2</sub> include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO<sub>2</sub> combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.</p>			
<p><b>Air Emissions:</b></p>	<p><b>Emission Type</b></p>	<p><b>Pounds per MWh</b></p>	<p><b>Percentage of NE-ISO System Average</b></p>	
	<p>Carbon Dioxide (CO<sub>2</sub>)</p>	<p>2,958.83</p>	<p>100%</p>	
	<p>Nitrogen Oxides (NO<sub>x</sub>)</p>	<p>2.82</p>	<p>100%</p>	
	<p>Sulfur Dioxide (SO<sub>2</sub>)</p>	<p>3.8</p>	<p>100%</p>	

# NH Residential Variable Rate History

## Eversource Energy NH - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Variable	
Month	Average Rate/kwh
Jan 2019	0.1129
Dec 2018	0.1129
Nov 2018	0.1129
Oct 2018	0.1129
Sep 2018	0.1712
Aug 2018	0.2100
Jul 2018	0.2100
Jun 2018	0.2100
May 2018	0.2100
Apr 2018	0.2100
Mar 2018	0.2100
Feb 2018	0.1938

New Hampshire Guaranteed Savings Plan 24 - Electric	
Month	Average Rate/kwh
Jan 2019	0.0929
Dec 2018	0.0929
Nov 2018	0.0929
Oct 2018	0.0929
Sep 2018	0.0559
Aug 2018	-.----
Jul 2018	-.----
Jun 2018	-.----
May 2018	-.----
Apr 2018	-.----
Mar 2018	-.----
Feb 2018	-.----

White Mountain Select Variable	
Month	Average Rate/kwh
Jan 2019	0.1647
Dec 2018	0.1647
Nov 2018	0.1647
Oct 2018	0.1647
Sep 2018	0.1799
Aug 2018	0.1900
Jul 2018	0.1900
Jun 2018	0.1900
May 2018	0.1900
Apr 2018	0.1900
Mar 2018	0.1900
Feb 2018	0.1738

Last 12 Months
Minimum Price: 0.1129
Maximum Price: 0.21

Last 12 Months
Minimum Price: 0
Maximum Price: 0.0929

Last 12 Months
Minimum Price: 0.1647
Maximum Price: 0.19



# NH Residential Variable Rate History

## Liberty Utilities - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Variable	
Month	Average Rate/kwh
Jan 2019	0.1025
Dec 2018	0.1025
Nov 2018	0.1025
Oct 2018	0.1025
Sep 2018	0.1430
Aug 2018	0.1700
Jul 2018	0.1700
Jun 2018	0.1700
May 2018	0.1700
Apr 2018	0.1700
Mar 2018	0.1700
Feb 2018	0.1650

New Hampshire Guaranteed Savings Plan 24 - Electric	
Month	Average Rate/kwh
Jan 2019	0.0820
Dec 2018	0.0820
Nov 2018	0.0820
Oct 2018	0.0820
Sep 2018	0.0492
Aug 2018	-.----
Jul 2018	-.----
Jun 2018	-.----
May 2018	-.----
Apr 2018	-.----
Mar 2018	-.----
Feb 2018	-.----

White Mountain Select Variable	
Month	Average Rate/kwh
Jan 2019	0.1450
Dec 2018	0.1450
Nov 2018	0.1450
Oct 2018	0.1450
Sep 2018	0.1480
Aug 2018	0.1500
Jul 2018	0.1500
Jun 2018	0.1500
May 2018	0.1500
Apr 2018	0.1500
Mar 2018	0.1500
Feb 2018	0.1450

Last 12 Months
Minimum Price: 0.1025
Maximum Price: 0.17

Last 12 Months
Minimum Price: 0
Maximum Price: 0.082

Last 12 Months
Minimum Price: 0.145
Maximum Price: 0.15



# NH Residential Variable Rate History

## New Hampshire Electric Co-op

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Variable	
Month	Average Rate/kwh
Jan 2019	0.1114
Dec 2018	0.1114
Nov 2018	0.1084
Oct 2018	0.0931
Sep 2018	0.1510
Aug 2018	0.1800
Jul 2018	0.1800
Jun 2018	0.1800
May 2018	0.1800
Apr 2018	0.1800
Mar 2018	0.1800
Feb 2018	0.1712

New Hampshire Guaranteed Savings Plan 24 - Electric	
Month	Average Rate/kwh
Jan 2019	0.0914
Dec 2018	0.0914
Nov 2018	0.0884
Oct 2018	0.0733
Sep 2018	0.0440
Aug 2018	-.----
Jul 2018	-.----
Jun 2018	-.----
May 2018	-.----
Apr 2018	-.----
Mar 2018	-.----
Feb 2018	-.----

White Mountain Select Variable	
Month	Average Rate/kwh
Jan 2019	0.1620
Dec 2018	0.1620
Nov 2018	0.1566
Oct 2018	0.1296
Sep 2018	0.1499
Aug 2018	0.1600
Jul 2018	0.1600
Jun 2018	0.1600
May 2018	0.1600
Apr 2018	0.1600
Mar 2018	0.1600
Feb 2018	0.1512

Last 12 Months
Minimum Price: 0.0931
Maximum Price: 0.18

Last 12 Months
Minimum Price: 0
Maximum Price: 0.0914

Last 12 Months
Minimum Price: 0.1296
Maximum Price: 0.162

# NH Residential Variable Rate History

## Unitil - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Variable	
Month	Average Rate/kwh
Jan 2019	0.1510
Dec 2018	0.1519
Nov 2018	0.1071
Oct 2018	0.1058
Sep 2018	0.1668
Aug 2018	0.2100
Jul 2018	0.2100
Jun 2018	0.2100
May 2018	0.2100
Apr 2018	0.2100
Mar 2018	0.2100
Feb 2018	0.1950

New Hampshire Guaranteed Savings Plan 24 - Electric	
Month	Average Rate/kwh
Jan 2019	0.1310
Dec 2018	0.1319
Nov 2018	0.0871
Oct 2018	0.0859
Sep 2018	0.0494
Aug 2018	-.----
Jul 2018	-.----
Jun 2018	-.----
May 2018	-.----
Apr 2018	-.----
Mar 2018	-.----
Feb 2018	-.----

White Mountain Select Variable	
Month	Average Rate/kwh
Jan 2019	0.2317
Dec 2018	0.2336
Nov 2018	0.1536
Oct 2018	0.1452
Sep 2018	0.1721
Aug 2018	0.1900
Jul 2018	0.1900
Jun 2018	0.1900
May 2018	0.1900
Apr 2018	0.1900
Mar 2018	0.1900
Feb 2018	0.1750

Last 12 Months
Minimum Price: 0.1058
Maximum Price: 0.21

Last 12 Months
Minimum Price: 0
Maximum Price: 0.1319

Last 12 Months
Minimum Price: 0.1452
Maximum Price: 0.2336

**Ambit Northeast, LLC**  
**New Hampshire Eversource Energy Electricity Service Area**  
**Residential Disclosure Summary**

Product Name	Ambit Green Northeast - Variable
Length of the Agreement	Month-to-month
Variable Per kWh Price for the first billing cycle	11.2900 ¢/kWh for your first monthly billing cycle.
Variable Price Components	<p>This is a variable rate agreement and your rate may change from month-to-month after the first billing cycle. No price ceiling exists. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market.</p> <p>Customer will receive notification of the price change when the customer receives the bill each month with that price. However, your next billing cycle rate will be available at least 5 days before the end of your current billing cycle by accessing the <i>New Hampshire Next Cycle Rate</i> link at the bottom of the <b>ambitenergy.com</b> homepage. Historical rates, showing the minimum and maximum for the last 12 months, are also available at the <i>New Hampshire Historical Rates</i> link in the View Residential Rates section in enrollment.</p>
Calculation of Charges	Your Ambit Energy charges will be calculated using the rate per kilowatt hour multiplied by your kilowatt hours used during the billing period.
Environmental Characteristics	Yes, 100% of electricity used comes from renewable sources.
Early Termination Fee	No
Late Payment Fee	No
Renewal Terms	You can select an Ambit term or other variable product at any time. The service contract will automatically renew for successive one (1) month billing cycles until you select an Ambit product, or Ambit cancels the Agreement, you select another provider or have your service returned to the utility. Depending on when you select your new Ambit product, it may take one or more billing cycles for the plan to become effective.
Electricity Assistance Program	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.

# Ambit Northeast, LLC New Hampshire Service Area

## Sales Agreement and Terms of Service

**VERSION DATE: JANUARY 31, 2019**

The following is your Terms of Service Agreement ("Agreement") with Ambit Northeast, LLC, d/b/a Ambit Energy, a wholly owned subsidiary of Ambit Energy Holdings ("Ambit Energy" or "Ambit"), for the purchase of electricity supply service.

### **CONTACT INFORMATION:**

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy using the information below:

#### **AMBIT ENERGY**

ambitenergy.com

P.O. Box 864589  
Plano, TX 75086

Customer Service (877) 282-6248  
Fax (877) 805-5606

#### **OPERATING HOURS:**

Monday - Friday 9:00 a.m. - 7:00 p.m. ET  
Saturdays 11:00 a.m. - 6:00 p.m. ET

In the event of a power outage, please call your Local Distribution Company:

#### **EVERSOURCE ENERGY (FORMERLY PUBLIC SERVICE OF NEW HAMPSHIRE)**

Power Outage (800) 662-7764

#### **UNITIL**

Power Outage (800) 852-3339  
(Capital-area electric)

Power Outage (800) 582-7276  
(Seacoast-area electric)

#### **NEW HAMPSHIRE ELECTRIC CO-OP (NHEC)**

Power Outage (800) 698-2007

#### **LIBERTY UTILITIES**

Power Outage (855) 349-9455

#### **NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION (PUC)**

21 S. Fruit St, Suite 10  
Concord, NH 03301  
Main: (800) 852-3793  
Fax: (603) 271-3878  
puc@puc.nh.gov

Ambit Energy agrees to sell and Customer agrees to buy the quantity of electricity delivered to you, as measured or estimated by your Local Distribution Company (LDC). Ambit Energy is a Competitive Electric Power Supplier (CEPS), and will supply electricity for the service location enrolled under this Agreement, as specified in the Disclosure Summary ("Summary"), which is hereby made an integral part of the Agreement. By enrolling for service with Ambit Energy, you agree to be bound by this Agreement and pay for the electricity service Ambit Energy provides to you under this Agreement. The words "we," "us" and "our" refer to Ambit Energy, and the words "you" and "your" refer to the Customer. Please retain this Agreement and Summary for your records. Ambit Energy is licensed as a CEPS by the New Hampshire Public Utilities Commission ("NHPUC" or "Commission") under license number DM 14-005. The words "plan" and "product" have the same meaning throughout this Agreement.

**SERVICE TERM AND PLAN SELECTION:** Depending on which plan you have selected, your service under this Agreement is provided under either a variable-rate ("month-to-month") plan or fixed-rate ("term") plan, as specified in the Summary. Unless otherwise agreed to in writing or other form as authorized by the NHPUC, your minimum term will be disclosed to you in your Summary, along with any applicable monthly recurring fees. The plan selected at time of enrollment will become effective on the day your service begins with Ambit Energy, which coincides with the date your meter is read by your LDC. Because this date is determined by your LDC, Ambit Energy is not able to commit to a specific date for the commencement of service. Product changes should be submitted at least two (2) weeks prior to your meter read date to take effect at the start of your next billing period. Any requests made less than two (2) weeks in advance of your meter read date may delay the start of the new product until the following billing period.

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

Plan selection at enrollment is subject to Ambit Energy approval based on the premise type and/or service class that was previously assigned to your account by your LDC. If the information received from the LDC does not match the requested Ambit Energy plan, Ambit may switch the plan to match information received from the LDC, if such a plan is currently offered by Ambit. You understand that if the plan is changed to one which matches the correct premise/service class type, rates may vary. You will receive written notice of the product's terms and conditions and will have the ability to exercise your right of rescission as described below (See "Rescission Period").

**Variable-rate plans** shall commence for a one (1) month term ("Initial Term") and shall automatically renew under this Agreement for successive one (1) month terms ("Renewal Term"), unless either party notifies the other party of its desire not to renew at least thirty (30) days prior to the next meter read date. Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month to month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the previous

twenty-four (24) months' average billed rates for your rate class (residential or commercial) or the month's pricing available to date at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248. Please note that historical pricing is not indicative of present or future pricing. Similarly situated customers would have paid a maximum of \$.0145/kWh and a minimum of \$.1938/kWh over the preceding twelve (12) month period.

**Fixed-rate plans** shall commence for a term as specified in the Summary. A contract expiration notice will be sent to you at least forty-five (45) days prior to the end of your contract term. You will have the option to select another Ambit Energy plan, retail electricity supplier or aggregator, or terminate your service with Ambit. You can also contact Ambit or the LDC to have your service returned to the LDC. If you fail to take action by the date stated in the contract expiration notice, Ambit Energy will automatically continue to serve you pursuant to a default variable-rate product on a month-to-month basis.

**GSP VARIABLE PRODUCT DETAILS:** Ambit's Guaranteed Savings Plan (GSP) consists of two components: 1) a variable month-to-month rate, and 2) an Savings Guarantee with a minimum service period requirement.

**VARIABLE MONTH-TO-MONTH RATE:** The variable rate component of the GSP product is on a month-to-month basis. THE VARIABLE RATE MAY BE HIGHER OR LOWER THAN LDC SUPPLY RATE FOR ANY GIVEN BILLING CYCLE. Also, the variable rate may vary up or down based on many factors, including, but not limited to, current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in energy supply and demand, industry regulations, pricing strategies, and costs to serve Customers. THE GSP IS NOT A FIXED-RATE PRODUCT.

**SAVINGS GUARANTEE:** The Savings Guarantee component of the GSP product requires the customer to remain on the plan for twenty-four (24) consecutive monthly billing cycles to receive the benefit of the Savings Guarantee of at least 1% savings compared to LDC supply rate for the same period of twenty-four (24) billing cycles. If you cancel or otherwise do not remain on the plan for the required twenty-four (24) consecutive monthly billing cycles, you will not be eligible to receive your Savings Guarantee.

**GSP SAVINGS CALCULATION & REFUND DETAILS:** The savings calculation consists of comparing LDC

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

published supply rates to Ambit's supply rates for the same 24-month period. The comparison of supply rates takes into account all applicable rate components that includes, but is not limited to, the <Economic Development Rider, Generation Capacity Rider, Generation Energy Rider, Generation Cost Reconciliation Rider, Auction Cost Reconciliation Rider, Alternative Energy Rider, Transmission Ancillary Service Rider>. The savings calculation includes all applicable Ambit credits, including but not limited to, Free Energy credits, Courtesy credits, and LDC bill issuance credits. The calculation and notification of savings or refunds will be completed within three (3) months following the twelfth billing cycle on GSP. However, in some cases notification of savings or refunds could take longer than three (3) months.

**GSP RENEWAL DETAILS:** The GSP product contract does not renew automatically. GSP product expiration is defined as the end of twenty-four (24) consecutive monthly billing cycles required to be eligible for your Savings Guarantee. You must renew your GSP to be eligible for the Savings Guarantee for the next twenty-four (24) monthly billing cycles. You will receive one (1) written notice no more than thirty-five (35) days prior to product expiration. If you do not renew the GSP or select a new plan before the Plan expiration, your account will transition to Ambit's default month-to-month variable product at the rate stated in your GSP expiration notice. You may renew by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248 or by faxing your request to renew your product to (877) 805-5606. Please state the product that you would like to renew, include your account number and sign the fax.

**GSP NON-QUALIFYING CUSTOMERS:** Customers that are classified by LDC as "Low Income Home Energy Assistance Program (LIHEAP)" participants do not qualify for the 1% Savings Guarantee based on the LIHEAP LDC rates. Should you decide to enroll in the GSP, your savings will instead be based on a comparison to the standard LDC residential rates.

**OTHER IMPORTANT GSP DETAILS:** Your GSP Savings Guarantee period start and end dates are estimated based on LDC meter read schedule

and may vary depending on the actual date the meter is read. In any case, it will encompass twenty-four (24) consecutive monthly billing cycles. Savings guarantees only apply to products with "Guaranteed Savings Plan" in the product name.

**COMMUNICATION OPTIONS:** Please specify your preferred means of communication for receiving required notices and contract documents from Ambit Energy. The options to choose from are 1) email, and 2) U.S. mail. In addition, you may also choose to receive mobile messages for payment confirmation and future Ambit rate promotions. Please make your choice by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com) or calling Ambit Customer Care at (877) 282-6248."

**PLAN RENEWAL:** You may renew this Agreement online by logging onto your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248, or faxing your renewal request to (877) 805 5606. If you fax your renewal, please state the name of the plan that you would like to renew, include your account number, and sign the fax. If Ambit Energy does not receive a request to renew your plan, your service will automatically continue pursuant to a default variable-rate product on a month-to-month basis.

**RESCISSION PERIOD:** You may rescind this Agreement within five (5) business days from the date you electronically receive the terms of service; within six (6) business days from the postmarked date the terms of service agreement is sent to you by first class mail; within ten (10) business days from the date you, as a residential customer, electronically receives the terms of service, if you were enrolled through an in-person solicitation at your residence; or within eleven (11) business days from the postmarked date the terms of service Agreement is mailed to you by first class mail, if you were enrolled through an in-person solicitation at your residence. You may rescind by either calling Ambit Energy at (877) 282-6248 from 9:00 a.m. to 7:00 p.m., Monday - Friday and Saturday 11:00 a.m. to 6:00 p.m. (ET), or writing to P.O. Box 864589, Plano, TX 75086. If you rescind in writing, please provide your name, address, phone number and a statement that you are rescinding your Agreement under the Right of Rescission.

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

### **CANCELLATION AND SWITCHING PROCEDURES**

**FOR VARIABLE-RATE PLANS:** You may cancel your service with Ambit at any time by contacting either Ambit or the LDC directly. You are not required to notify Ambit if you switch to another CEPS. Ambit will submit your cancellation request to the LDC upon Ambit's receipt of the request. When you cancel your Ambit service, you agree to pay for the services provided by Ambit through the date you are switched to another CEPS or returned to the LDC. Ambit Energy may cancel a variable-rate Agreement at any time, for any reason, by providing notice to you at least thirty (30) days prior to the scheduled date of cancellation.

**FOR FIXED PLANS:** If you enroll in a fixed-rate plan and cancel your service with Ambit Energy before the end of the contract term, you will not be charged an early termination fee (ETF). You may cancel your service with Ambit at any time and with no advance notice by contacting either Ambit or the LDC directly. You are not required to notify Ambit if you switch to another CEPS. Ambit will submit your cancellation request to the LDC upon Ambit's receipt of the request. Your request will not be effective until the next regularly scheduled meter-reading date following the date on which Ambit gives the LDC notice of your request. It may take up to sixty (60) days for your account(s) to be returned to the LDC, depending on the LDC's cancellation procedures. When you cancel your Ambit service, you agree to pay for the services provided by Ambit through the date you are switched to another CEPS or returned to the LDC.

Ambit Energy may cancel a fixed-rate Agreement at any time, for any reason, by providing notice to you at least thirty (30) days prior to the scheduled date of cancellation. Ambit Energy reserves the right to cancel this Agreement (i) if your LDC is unable to read your meter for at least three (3) consecutive months; (ii) if at any time you request separate bills from your LDC and Ambit; or (iii) if the LDC removes you from their consolidated billing program and requires that Ambit bill you separately for your electricity supply. If any of these events occurs, Ambit will notify both you and your LDC of the cancellation of this Agreement at least thirty (30) days prior to the effective date of cancellation.

**BILLING AND PAYMENT:** Your LDC will continue to issue you a monthly bill, and the bill will include Ambit Energy supply charges, as well as applicable LDC charges related to electricity delivery, including but not limited to, transmission and distribution charges, system benefits charge, stranded cost recovery charge, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. You will make payment directly to the LDC each month in accordance with the payment terms stated in the LDC's tariffs, unless otherwise provided herein. You must pay each monthly bill in full by the date specified on the bill or be subject to late payment and interest charges by the LDC. In the event of failure to remit payment when due, Ambit will have the right to terminate your electricity supply service and seek suspension of distribution service. Your LDC may offer you a budget billing payment option.

**TAXES AND LAWS:** Except as otherwise provided in this Agreement or by law, any and all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**ENERGY ASSISTANCE PROGRAMS:** For assistance with paying your electricity bill, please contact the Community Action Program in your area.

Hillsborough and Rockingham Counties: Southern New Hampshire Services, Inc - (800) 322-1073

Belknap and Merrimack Counties: Community Action Program - (800) 856-5525

Cheshire and Sullivan Counties: Southwestern Community Services - (603) 542-9528

Coos, Carroll and Grafton Counties: Tri-County Community Action - (603) 752-7001

Visit [puc.nh.gov/Consumer/electricassistanceprogram](http://puc.nh.gov/Consumer/electricassistanceprogram) for a full list of Community Action Agencies.

**ELIGIBILITY:** Ambit Energy does not determine customer eligibility for pricing based on credit history, LDC payment data or credit score. Ambit Energy does not deny service based on

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

a customer's or applicant's race, creed, color, national origin, ancestry, sex, age, sexual orientation, gender identity, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services

**INFORMATION RELEASE AUTHORIZATION:** By accepting this Agreement, you affirmatively consent to the LDC sharing billing and payment information with Ambit Energy, including your participation in budget billing or extended payment arrangements. Ambit will not release your confidential information to any party without your written consent, except as otherwise permitted under Puc 2004.19. "Confidential information" means information that is collected as part of providing you electric services that can identify you, including your name, telephone number, address, account number, payment information, and electricity consumption.

**AGENCY:** Customer appoints Ambit Energy as its agent to acquire supply necessary to meet your energy needs and contract for and administer transportation, transmission and related services over interstate facilities and those of the LDC needed to deliver energy to your service location. These services are provided on an arm's length basis and market-based compensation is included in the price noted in your Summary.

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

**DELAYS OR FAILURE TO EXERCISE RIGHTS:** No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction. Any and all other agreements, understandings, and representations by and

between the parties with respect to the matters addressed herein are superseded by this Agreement.

**ACCEPTANCE AND AMENDMENTS:** This Agreement shall not become effective until accepted by Ambit Energy. Ambit Energy reserves the right to cancel this Agreement if you fail to maintain satisfactory credit standing as determined by Ambit Energy. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such amendment at least forty-five (45) days prior to the effective date thereof. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

**FORCE MAJEURE:** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the LDC or any transportation or transmitting entity. If either Party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such Party shall give immediate written notice, to the maximum extent practicable, to the other Party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such Party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The Party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**ASSIGNMENT:** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit Energy. Ambit Energy may, with no less than fourteen (14) days written notice to you prior to the effective date, (a) transfer, sell,

## Ambit Northeast, LLC New Hampshire Service Area

### Terms of Service

pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; and, with no less than thirty (30) days written notice to you prior to the effective date, (b) transfer or assign this Agreement to an affiliate of Ambit Energy; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit Energy; and/or (d) transfer or assign this Agreement to a certified Energy Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, Customer agrees that Ambit Energy shall have no further obligations hereunder. The written notice of assignment or transfer will include detailed information, important dates, and a description of your options, including your right to select another energy supplier without cost or penalty before the assignment or transfer occurs.

Within thirty (30) days of the effective date of the assignment or transfer, you will be refunded any applicable amounts owed.

**LIMITATIONS OF LIABILITY:** Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither Party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit Energy. There are no third-party beneficiaries to this Agreement.

**REPRESENTATIONS AND WARRANTIES:** The energy service under this Agreement will meet the applicable LDC's standards and may be supplied from a variety of sources. Ambit Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Ambit Energy expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**GOVERNING LAW:** This Agreement shall be governed by, enforced and performed in accordance with the rules of the NHPUC. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which

shall have a detrimental economic impact upon Ambit Energy's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit Energy shall have the right to materially change this Agreement with thirty (30) days' notice to the Customer. Upon receipt of written notice of a material change, Customer may terminate this agreement prior to the date such change becomes effective without penalty.

### **DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**SUMMARY:** Most Customer concerns can be resolved by calling Customer Care at (877) 282-6248. Customers can also contact Ambit in writing at P.O. Box 864589, Plano, TX 75086. Customer disputes or complaints that are not resolved to the Customer's satisfaction may be submitted to the NHPUC in writing at the address provided above or by calling (800) 852-3793, Monday through Friday, 8:00 a.m. to 4:30 p.m. ET. Upon the filing of a complaint with the Commission, either verbally or in writing, against Ambit, the Customer authorizes the Commission to begin an investigation. During an investigation, Ambit will provide any relevant information necessary to assist the Commission in resolving the complaint. The Customer or Ambit may request a hearing with the Commission if dissatisfied with how the Commission resolved the Customer's complaint.

Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or, if applicable, as required by NHPUC decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.**

In the unlikely event that Ambit's Customer Care department or the NHPUC is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

### ARBITRATION AGREEMENT

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including,

for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 1801 North Lamar Street, Suite 600, Dallas, TX 75202. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled. You may download or copy a form Notice and a form to initiate arbitration at [ambitenergy.com/arbitration-forms](http://ambitenergy.com/arbitration-forms).

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at (800) 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [ambitenergy.com/arbitration-information](http://ambitenergy.com/arbitration-information).) The arbitrator is

## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit's last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.

# Ambit Northeast, LLC

## New Hampshire Environmental Disclosure Label

<p><b>Electricity Facts</b></p> <p>Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling Ambit Energy at (877) 282-6248, your local distribution company, or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at <a href="http://puc.nh.gov">puc.nh.gov</a> or on your electric provider's website.</p>	<p>Demand for electricity for Ambit Northeast, LLC New Hampshire customers from April 2016 - March 2017 was met by generation from the following sources:</p>			
	<p><b>Power Sources</b></p>	<p><b>Known Resources</b></p>	<p><b>System Power</b></p>	<p><b>TOTAL</b></p>
	<p>Biomass</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Coal</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Diesel</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Hydro</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Imported Power</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Landfill Gas</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Natural Gas</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Nuclear</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Oil</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Other</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Other (Renewable)</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Solar</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Municipal Solid Waste</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Trash to Energy</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p>Wind</p>	<p>0%</p>	<p>100%</p>	<p>100%</p>
	<p>Wood</p>	<p>0%</p>	<p>0.0%</p>	<p>0.0%</p>
	<p><b>TOTAL</b></p>	<p><b>0%</b></p>	<p><b>100%</b></p>	<p><b>100%</b></p>
<p><b>Power Sources:</b></p>	<p>The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. 'Known Resources' include resources that are owned by, or are under contract to, the supplier. 'System Power' represents power purchased in the regional electricity market. Electric suppliers are required to obtain a certain amount of renewable energy in accordance with RSA 362-F, New Hampshire's renewable portfolio standard law. They may also choose to obtain amounts of renewable energy above their legal obligation, and utilities must also offer a renewable energy option to allow Customers to choose to support the purchase of additional renewable energy by the utility.</p>			
<p><b>Emissions:</b></p>	<p><b>Carbon Dioxide (CO<sub>2</sub>)</b> is released when fossil fuels (e.g., coal, oil, and natural gas) are burned. Carbon dioxide is a greenhouse gas and a major contributor to global warming.</p> <p><b>Nitrogen Oxides (NO<sub>x</sub>)</b> forms when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may cause respiratory illness in children with frequent high level exposure. NO<sub>x</sub> also contributes to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life.</p> <p><b>Sulfur Dioxide (SO<sub>2</sub>)</b> forms when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO<sub>2</sub> include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO<sub>2</sub> combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.</p>			
<p><b>Air Emissions:</b></p>	<p><b>Emission Type</b></p>	<p><b>Pounds per MWh</b></p>	<p><b>Percentage of NE-ISO System Average</b></p>	
	<p>Carbon Dioxide (CO<sub>2</sub>)</p>	<p>0.0</p>	<p>0%</p>	
	<p>Nitrogen Oxides (NO<sub>x</sub>)</p>	<p>0.0</p>	<p>0%</p>	
	<p>Sulfur Dioxide (SO<sub>2</sub>)</p>	<p>0.0</p>	<p>0%</p>	

# Northeast Product Content Label



Ambit Green Northeast products are certified by Green-e® Energy and match 100% of your monthly electricity usage. The table below provides the Ambit Green Northeast renewable resource mix in 2017, as well as the projected resource mix for 2018.

## Product Content Label

Renewable Energy Source	2017 Historical mix (location)	2018 Projected mix (locations)
Wind	82% (NY) 18% (NH)	100% (CT, NY, ME, VT, NH, MA, or RI)

Prospective figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the electricity you purchased. Historical figures reflect the power delivered to Ambit Green Northeast customers in 2017.

New renewables come from generation facilities that first began commercial operation within the last 15 years.

For comparison, the 2012 average mix of resources supplying the Northeast region includes: Coal (3%), Nuclear (30%), Oil (0%), Natural Gas (49%), Hydroelectric (12%), Wind (2%), Biomass (4%), and Other (1%). (Source: US Environmental Protection Agency, eGRID). The average home in the region uses 610 kWh per month (Source: U.S. EIA, 2014).

Green-e Energy certifies that Ambit Green Northeast meets the environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy or the certification requirements, visit [www.green-e.org](http://www.green-e.org). For additional information about Ambit Energy's green products, please visit [ambitenergy.com](http://ambitenergy.com), call (877) 282-6248 or email us at [ambitgreen@ambitenergy.com](mailto:ambitgreen@ambitenergy.com).

## Price Terms and Conditions\*



<b>Company</b>	Ambit New York, LLC; Ambit Northeast, LLC	
<b>Available Certified Green NE Plans</b>	<b>Plan Name</b> Ambit Green Northeast 12 Month Ambit Green Northeast Variable	<b>Early Termination Fee</b> \$0 \$0
<b>Eligible Customer Types</b>	Residential and Small Commercial	
<b>Whom should I contact for more information?</b>	Visit <a href="http://ambitenergy.com">ambitenergy.com</a> , call (877) 282-6248 M-F 8AM-6PM and Sat 10AM-5PM CT or email us at <a href="mailto:ambitgreen@ambitenergy.com">ambitgreen@ambitenergy.com</a>	
<b>How will I be billed?</b>	Your green power charge will be included in your energy rate on your Ambit Energy bill.	
<b>How will the green power charge on my bill be calculated?</b>	Up to an additional 4 cents (\$.04) per kilowatt-hour (kWh) used will be added to your bill for the green renewable premium. The energy rate can vary depending on your plan details.	
<b>Example of total electricity bill with 100% green</b>	The following is an example of an average monthly electricity bill and the additional green power charge for green participation based on monthly usage of 610 kWh. Actual bill may vary based on your actual electricity usage and energy rate. Monthly Usage X Energy Rate with Green Power Charge = Monthly Energy Charges 610 kWh (\$0.10 + \$0.04) \$85.40	
<b>Fixed or Variable Rate</b>	Fixed rate plans will remain the same price for the number of months mentioned in plan name. Variable rate plan pricing may change month-to-month due to assessment of historic and projected supply and hedging costs, prior month's pricing and conditions in electricity market among other factors. Please see your contract documents for more information.	
<b>Will the green power charge change over time?</b>	We expect the green power charge for Ambit Energy to remain the same through June 2019. For more information on historical green power charges, please visit <a href="http://ambitenergy.com">ambitenergy.com</a> .	
<b>We plan on using the following renewable sources for this product.</b>	Wind (CT, NY, ME, VT, NH, MA, or RI)	
<b>What other fees might I be charged?</b>	Please see the pricing section on Terms of Service for more information. No additional fees apply for the green portion of your plan.	

From the time you receive this notification, you have three business days to change your mind about purchasing Ambit Green Northeast from Ambit Energy. You may cancel your agreement to purchase Ambit Green Northeast from Ambit Energy by calling (877) 282-6248 or writing P.O. Box 864589 Plano, TX 75086.

050218 \*Applicable to all green plans.

Product changes should be submitted two (2) weeks prior to your meter read to take effect at the start of your next billing period.

# NH Residential Variable Rate History

## Eversource Energy NH - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Variable	
Month	Average Rate/kwh
Jan 2019	0.1129
Dec 2018	0.1129
Nov 2018	0.1129
Oct 2018	0.1129
Sep 2018	0.1712
Aug 2018	0.2100
Jul 2018	0.2100
Jun 2018	0.2100
May 2018	0.2100
Apr 2018	0.2100
Mar 2018	0.2100
Feb 2018	0.1938

New Hampshire Guaranteed Savings Plan 24 - Electric	
Month	Average Rate/kwh
Jan 2019	0.0929
Dec 2018	0.0929
Nov 2018	0.0929
Oct 2018	0.0929
Sep 2018	0.0559
Aug 2018	-.----
Jul 2018	-.----
Jun 2018	-.----
May 2018	-.----
Apr 2018	-.----
Mar 2018	-.----
Feb 2018	-.----

White Mountain Select Variable	
Month	Average Rate/kwh
Jan 2019	0.1647
Dec 2018	0.1647
Nov 2018	0.1647
Oct 2018	0.1647
Sep 2018	0.1799
Aug 2018	0.1900
Jul 2018	0.1900
Jun 2018	0.1900
May 2018	0.1900
Apr 2018	0.1900
Mar 2018	0.1900
Feb 2018	0.1738

Last 12 Months
Minimum Price: 0.1129
Maximum Price: 0.21

Last 12 Months
Minimum Price: 0
Maximum Price: 0.0929

Last 12 Months
Minimum Price: 0.1647
Maximum Price: 0.19

# NH Residential Variable Rate History

## Liberty Utilities - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Variable	
Month	Average Rate/kwh
Jan 2019	0.1025
Dec 2018	0.1025
Nov 2018	0.1025
Oct 2018	0.1025
Sep 2018	0.1430
Aug 2018	0.1700
Jul 2018	0.1700
Jun 2018	0.1700
May 2018	0.1700
Apr 2018	0.1700
Mar 2018	0.1700
Feb 2018	0.1650

New Hampshire Guaranteed Savings Plan 24 - Electric	
Month	Average Rate/kwh
Jan 2019	0.0820
Dec 2018	0.0820
Nov 2018	0.0820
Oct 2018	0.0820
Sep 2018	0.0492
Aug 2018	-.----
Jul 2018	-.----
Jun 2018	-.----
May 2018	-.----
Apr 2018	-.----
Mar 2018	-.----
Feb 2018	-.----

White Mountain Select Variable	
Month	Average Rate/kwh
Jan 2019	0.1450
Dec 2018	0.1450
Nov 2018	0.1450
Oct 2018	0.1450
Sep 2018	0.1480
Aug 2018	0.1500
Jul 2018	0.1500
Jun 2018	0.1500
May 2018	0.1500
Apr 2018	0.1500
Mar 2018	0.1500
Feb 2018	0.1450

Last 12 Months
Minimum Price: 0.1025
Maximum Price: 0.17

Last 12 Months
Minimum Price: 0
Maximum Price: 0.082

Last 12 Months
Minimum Price: 0.145
Maximum Price: 0.15

# NH Residential Variable Rate History

## New Hampshire Electric Co-op

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Variable	
Month	Average Rate/kwh
Jan 2019	0.1114
Dec 2018	0.1114
Nov 2018	0.1084
Oct 2018	0.0931
Sep 2018	0.1510
Aug 2018	0.1800
Jul 2018	0.1800
Jun 2018	0.1800
May 2018	0.1800
Apr 2018	0.1800
Mar 2018	0.1800
Feb 2018	0.1712

New Hampshire Guaranteed Savings Plan 24 - Electric	
Month	Average Rate/kwh
Jan 2019	0.0914
Dec 2018	0.0914
Nov 2018	0.0884
Oct 2018	0.0733
Sep 2018	0.0440
Aug 2018	-.----
Jul 2018	-.----
Jun 2018	-.----
May 2018	-.----
Apr 2018	-.----
Mar 2018	-.----
Feb 2018	-.----

White Mountain Select Variable	
Month	Average Rate/kwh
Jan 2019	0.1620
Dec 2018	0.1620
Nov 2018	0.1566
Oct 2018	0.1296
Sep 2018	0.1499
Aug 2018	0.1600
Jul 2018	0.1600
Jun 2018	0.1600
May 2018	0.1600
Apr 2018	0.1600
Mar 2018	0.1600
Feb 2018	0.1512

Last 12 Months
Minimum Price: 0.0931
Maximum Price: 0.18

Last 12 Months
Minimum Price: 0
Maximum Price: 0.0914

Last 12 Months
Minimum Price: 0.1296
Maximum Price: 0.162

# NH Residential Variable Rate History

## Unitil - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Variable	
Month	Average Rate/kwh
Jan 2019	0.1510
Dec 2018	0.1519
Nov 2018	0.1071
Oct 2018	0.1058
Sep 2018	0.1668
Aug 2018	0.2100
Jul 2018	0.2100
Jun 2018	0.2100
May 2018	0.2100
Apr 2018	0.2100
Mar 2018	0.2100
Feb 2018	0.1950

New Hampshire Guaranteed Savings Plan 24 - Electric	
Month	Average Rate/kwh
Jan 2019	0.1310
Dec 2018	0.1319
Nov 2018	0.0871
Oct 2018	0.0859
Sep 2018	0.0494
Aug 2018	-.----
Jul 2018	-.----
Jun 2018	-.----
May 2018	-.----
Apr 2018	-.----
Mar 2018	-.----
Feb 2018	-.----

White Mountain Select Variable	
Month	Average Rate/kwh
Jan 2019	0.2317
Dec 2018	0.2336
Nov 2018	0.1536
Oct 2018	0.1452
Sep 2018	0.1721
Aug 2018	0.1900
Jul 2018	0.1900
Jun 2018	0.1900
May 2018	0.1900
Apr 2018	0.1900
Mar 2018	0.1900
Feb 2018	0.1750

Last 12 Months
Minimum Price: 0.1058
Maximum Price: 0.21

Last 12 Months
Minimum Price: 0
Maximum Price: 0.1319

Last 12 Months
Minimum Price: 0.1452
Maximum Price: 0.2336