



**TERMS OF SERVICE FOR RESIDENTIAL
AND SMALL COMMERCIAL ELECTRICITY SUPPLY**

We appreciate your business. This document is a contract between us, Reliant Energy Northeast LLC d/b/a NRG Home ("NRG Home"), and you that allows us to switch your electricity account(s) to our service. It describes the nature of our service with you and provides important information for you to be aware of. We will begin supplying your electricity under this contract, but your utility will continue to be responsible for delivering your electricity and sending you a bill for both of our services.

Summary of Important Information	
Length of Your Commitment	<<xx>> months, then month-to-month.
Price for Your Electricity	You'll receive a fixed price of \$X.XXXXX per kWh for your first XX bills and your price will be variable after that. We will determine the variable supply price at our discretion based on many different factors, which may include prices charged by competitors, industry charges we are responsible for, our costs to procure and sell energy, customer retention rates, applicable state and local taxes, changes in weather, legal and regulatory issues, profit margins, and other relevant business conditions. The variable supply price can change each month. Your price also reflects the costs to obtain any renewable energy content specified under this contract, which contributes to the premium we may charge over the local utility supply rate.
Applicable Fees	An early cancellation fee of \${10} per month remaining on the fixed price portion of this contract applies, if you cancel your service during the first XX billing cycles. There is no fee if you cancel during the variable price portion of this contract.
Your Right to Rescind	You have the right to rescind this contract for a certain period of time. This is called your "Right to Rescind" period, which means you will not be responsible for any charges for our service until after this period expires. You get more time to rescind if you were enrolled at your residence by an in-person solicitor and/or received your contract in the mail. The timing is as follows: i) if you received your terms of service electronically, you have 5 business days from receipt to rescind; ii) if you received your terms of service by first class mail, you have 6 business days from the postmarked date of the letter transmitting your terms of service to rescind; iii) if you were enrolled at your residence by an in-person solicitor and received your terms of service electronically, you have 10 business days to rescind; iv) if you were enrolled at your residence by an in-person solicitor and received your terms of service by first class mail, you have 11 business days to rescind from the postmarked date of the letter transmitting your terms of service.



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Your Right to Cancel	Once service has started, you may cancel by contacting us. It may take one or two billing cycles before the cancellation is finalized, depending on your utility’s timeframes.
Savings	Savings are not guaranteed. Our prices may be higher than your utility’s supply rate.

Dispute Resolution: This contract limits the circumstances under which you can bring a dispute to court, and does not permit class actions or a jury trial. Review the section “Arbitration and Waiver of Jury Trial” below for details.

A. Important Information

Length of Your Commitment: <<xx>> months, then month-to-month. We will begin providing service to you after your utility processes our request to switch your service. The switch will not occur before the expiration of your “Right to Rescind” period. Our service will continue until either of us cancels the contract. You have the right to switch to your utility’s default energy service or another Competitive Electric Power Supplier (CEPS) subject to the terms of this agreement.

to obtain any renewable energy content specified under this contract, which contributes to the premium we may charge over the local utility supply rate. For your reference, our electricity supply prices include generation charges, but they do not include the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, taxes, or other utility fee or charge. If you enrolled in a plan with a percentage of green power, your price includes the cost for us to purchase Renewable Energy Certificates.

Price for Your Electricity: You’ll receive a fixed price of \$X.XXXXX per kWh for your first XX bills and your price will be variable after that. We will determine the variable supply price at our discretion based on many different factors, which may include prices charged by competitors, industry charges we are responsible for, our costs to procure and sell energy, customer retention rates, applicable state and local taxes, changes in weather, legal and regulatory issues, profit margins, and other relevant business conditions. The variable supply price can change each month. Your price also reflects the costs

The price per kWh does not vary depending on your electricity usage. Our current and historical prices are not an indicator of our future prices and we do not guarantee any savings. Our prices may be higher than your utility’s supply rate. No matter what, we will not increase your variable price in any given month by more than 30% from the prior month’s supply price.

Applicable Fees: An early cancellation fee of \$ {10} per month remaining on the fixed price portion of this contract applies, if you cancel your service during the first XX billing cycles. There is no fee



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if you cancel during the variable price portion of this contract. If you are currently in a contract with another electric supplier, the request to switch you to our service will automatically cancel your service with the other electric supplier. You are responsible for any penalties the other electric supplier may charge.

Right to Rescind: You have the right to rescind this contract for a certain period of time. This is called your "Right to Rescind" period, which means you will not be responsible for any charges for our service until after this period expires. You get more time to rescind if you were enrolled at your residence by an in-person solicitor and/or received your contract in the mail. The timing is as follows: i) if you received your terms of service electronically, you have 5 business days from receipt to rescind; ii) if you received your terms of service by first class mail, you have 6 business days from the postmarked date of the letter transmitting your terms of service to rescind; iii) if you were enrolled at your residence by an in-person solicitor and received your terms of service electronically, you have 10 business days to rescind; iv) if you were enrolled at your residence by an in-person solicitor and received your terms of service by first class mail, you have 11 business days to rescind from the postmarked date of the letter transmitting your terms of service.

Your Right to Cancel: You may cancel this contract by calling us at our contact information listed below. We will request that the utility cancel your service with

us, but the utility controls the effective date of your cancellation. The effective date is usually the next date that your meter is read after the utility has processed our request to cancel your service with us. If you do cancel this contract, you may forfeit some of the rewards that we describe in your Welcome Confirmation, and you will be responsible for unpaid balances as of the cancellation date.

Our Right to Cancel: We have the right to cancel this contract for any reason as long as we give you thirty days' written notice, but if we are canceling the contract due to your conduct or your breach of this contract, you will have an opportunity to fix this condition within the thirty days. Your utility will control the effective date of our cancellation request, but this is usually the next date that your meter is read. If your utility terminates your service, this contract will be automatically cancelled.

Your Authorization to Release Your Information: This contract provides authorization for your utility to release all information regarding your electricity account to us, including electricity usage. When you sign up, we also collect certain personal and confidential information from you, including but not limited to your name, address, email, telephone number, and individual customer payment information (if applicable). Before releasing your personal or utility information for marketing purposes, we will obtain your written authorization. Please note that you cannot restrict the release or use of your personal and utility information by us or our affiliates



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for our everyday business purposes, which includes processing your enrollment, maintaining your account, administering any rewards program, communicating with you about your account, and responding to court orders and legal investigations.

Low Income Assistance: Certain residential customers may qualify for bill payment assistance based on income. Contact your utility for a list of eligibility requirements and program application, or visit the website of the New Hampshire Public Utilities Commission at <http://www.puc.nh.gov/consumer/electrificationassistanceprogram.htm>

You may also contact your local Community Action Agency to learn more about your energy assistance options. For more information, visit: <https://www.nh.gov/oep/energy/programs/fuel-assistance/agencies.htm>

Preferred Communication: We will communicate with you via your preferred method of communication – email or U.S. Mail. If you select email address, you are consenting to this contract and other forms of communication being provided to you in electronic form and you must provide us with any update to your valid Email address should it change. You are required to notify us of any change in Email address and/or any withdrawal of consent for the electronic transmission of contracts or other customer information. If you enroll electronically, please note that our website and application is best viewed in Internet Explorer 9.0 or higher.

Billing: Your local utility is responsible for sending you a bill that includes the charges for our service and charges for the utility's service. You are responsible for paying your bill by the due date set by your utility and are responsible for any late payment fee, interest, or finance charges your utility assesses for late payments. **Please note: if you have a Net Meter and elect to enroll with us you will no longer receive energy credits from your utility.**

You also agree to review your bills in a timely manner, and if there are any inaccuracies with the portion of the bill for our services, you agree to notify us within ninety days after the date of the bill. If we do not hear from you, you are agreeing that the billed amounts are correct and you are waiving any right to dispute the billed amounts to the extent permitted by law.

Taxes: Applicable tax charges are included on the one bill you will receive from your utility. If you are exempt from any taxes, you are responsible for requesting an exemption by filing all required documentation with us and/or your utility.

Contract Details: Our full, legal name is Reliant Energy Northeast LLC d/b/a NRG Home and NRG Retail Solutions, but we have used "we", "us", or "our" to refer to ourselves for the purposes of this contract. We use "you" or "your" to refer to you, the customer. This contract is for the sale and purchase of all of your electricity for the residential account(s) listed in your Welcome Confirmation (letter or email). By entering into this



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contract, you are authorizing us to take the steps necessary to switch your electricity supply service to us, and you agree to appoint us as your agent to acquire the necessary information to meet your electricity needs as required by your "utility", which we use to refer to your local distribution company. Your utility is responsible for the delivery of electricity to you, and we are not. This contract and the Welcome Confirmation (letter or email) you received create your entire contract with us and replace any prior oral or written statements or representations.

Contract Changes: If we propose a material change to the terms of this contract, we will notify you in advance and explain your options going forward. We will not change or alter the waiver of jury trial provision under any circumstances, and any changes to this contract must be made in writing.

Customer Complaints: If you have questions about our prices or our service, you should call us at the contact information listed below. If you are not satisfied with the response from our Customer Care representative, you may ask that your questions be referred to one of our supervisors, who will respond promptly. If you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the Consumer Services Division of the PUC regarding your rights and responsibilities. The PUC's contact information is listed below.

Do Not Call Registry: The National Do Not Call Registry gives you a choice about whether to receive telemarketing

calls at home. Call 1-888-382-1222 or visit www.donotcall.gov for information on adding your information to the list.

CONTACT INFORMATION:

NRG HOME:

We are registered as a Competitive Electric Power Supplier (CEPS) with the New Hampshire Public Utilities Commission xxxxx (Docket No. XX-XXX)

Internet address: www.picknrg.com
Mailing address: P.O. Box 38781, Philadelphia, PA 19104
Email address: support@nrghomepower.com
Telephone number: 1-855-500-8703
Fax: 1-866-472-1415

YOUR UTILITY:

If you experience a power outage or other emergency, a problem with your electric meter or any other service need, please contact your local utility at the emergency number below.

<u>Eversource Energy (PSNH)</u>	Customer Service -	800-662-7764
	Emergencies-	800-662-7764
<u>Liberty Utilities</u>	Customer Service -	1-800-375-7413
	Emergencies -	1-855-349-9455
<u>Unitil</u>	NH Capital Electric -	800-852-3339



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NH Seacoast Electric - 800-582-7276

21 South Fruit Street, Suite 10
Concord NH 03301-2429

Phone: (800) 852-3793
Fax: (603) 271-3878
Email: puc@puc.nh.gov
Consumer Services Division: 1-800-852-3793
TDD Access-Relay NH: 1-800-735-2964
Monday through Friday from 8:00 a.m. to 4:30 p.m.

NEW HAMPSHIRE PUC:

Internet address:
<http://www.puc.state.nh.us/>

Mailing address:
Public Utilities Commission

B. Other Important Information

Assignment: We may sell, transfer, pledge or assign the accounts, revenues or proceeds associated with this contract in connection with any financial contract, and we may assign the rights and obligations under this contract to another energy supplier consistent with applicable law. You may not assign this contract. We will provide you with a notice at least 30 days before the effective date of any such change informing you of your options, which include selecting an alternate supplier or returning to default utility service.

No Reliance: You acknowledge that (1) you are not relying on any advice, statements, recommendations or representations of ours other than the written representations in this contract; (2) that you consulted with your own advisors to the extent you deemed necessary; and (3) that you understand the risks of entering into this contract, including the risk that our prices may be higher than your utility's rates. You acknowledge that you are capable and willing to assume those risks (whether

financial, economic or otherwise) and that you have made your own decision to enter into this contract.

Force Majeure: We will use commercially reasonable efforts to provide electricity supply to you pursuant to this contract, but we do not guarantee a continuous supply of electricity. Certain Force Majeure events outside of our control may cause interruptions in service. If a Force Majeure event prevents us from performing any of our obligations in any way, our performance shall be excused for the duration of such event, and we will not be liable for damages associated with any delay or failure to perform as a result. "Force Majeure" includes, without limitation, acts outside of our control, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, terrorist acts, natural disasters, pandemics, governmental shutdown order, explosions, fires, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units, storage or transmission facilities,



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nonperformance by your local utility, or any change in law or any other action by a governmental authority that materially impairs our ability to perform our obligations under this contract. We will give you reasonably prompt notice of any Force Majeure occurrence.

Severability: Each provision of this contract is made subject to the maximum extent permitted by law. If any are held to be unenforceable or invalid by any arbitrator or court of competent jurisdiction, we will negotiate an equitable adjustment to or an amendment of the affected provisions with you with a view toward affecting the purpose of this contract. In this case, the validity and enforceability of the remaining provisions shall not be affected.

LIMITATIONS ON WARRANTY AND DAMAGES: THE ELECTRICITY PROVIDED UNDER THIS CONTRACT WILL MEET THE QUALITY STANDARDS OF YOUR UTILITY. YOU UNDERSTAND AND AGREE THAT THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ASSOCIATED WITH THE SERVICE PROVIDED BY US. WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING FROM SUCH INTERRUPTIONS. TO THE MAXIMUM EXTENT PERMITTED BY NEW HAMPSHIRE LAW, LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. WE WILL BEAR NO LIABILITY TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL,

EXEMPLARY OR OTHER INDIRECT DAMAGES OR LOST PROFITS. THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE HARM OR LOSS, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

ARBITRATION AND WAIVER OF JURY TRIAL: TO THE FULLEST EXTENT PERMITTED BY NEW HAMPSHIRE LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT, SHALL BE FINALLY RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA COMMERCIAL RULES AND THE CONSUMER-RELATED DISPUTES SUPPLEMENTARY PROCEDURES, OR, AT THE ELECTION OF EITHER PARTY, BROUGHT AS A SMALL CLAIMS ACTION IN THE DISTRICT OR MUNICIPAL COURTS OF NEW HAMPSHIRE PURSUANT TO N.H. REV. STAT. ANN. CH. 503, IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF THE COURT'S JURISDICTION. BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, OTHER THAN THROUGH A SMALL CLAIMS ACTION, AND THE RIGHT TO A JURY TRIAL. THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE AAA SHALL



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HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION. THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS CONTRACT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. 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.

Other Provisions: This contract can change based on any future legislation, orders, rules, regulations or your local utility tariff, independent system operator or policy changes. This contract is made and shall be construed in accordance with the laws of New Hampshire. There are no third party

beneficiaries to this contract. This contract is binding upon us and you, as well as any successors or legal assigns. Failure to exercise any right we have under this contract should not be considered as a waiver of the right to exercise any such right at a later date. The headings and Summary of Important Information chart in this contract are for reference only and do not affect the interpretation of this contract.

NRG-NH-PEV01-2021-01-10



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Summary of Important Information	
Length of Your Commitment	Month-to-Month
Price for Your Electricity	You'll receive an introductory electricity supply price of \$X.XXXXX per kWh for your first [three] bill[s] and your price will be variable after that. We will determine the variable supply price at our discretion based on many different factors, which may include prices charged by competitors, industry charges we are responsible for, our costs to procure and sell energy, customer retention rates, applicable state and local taxes, changes in weather, legal and regulatory issues, profit margins, and other relevant business conditions. The variable supply price can change each month. Your price also reflects the costs to obtain any renewable energy content specified under this contract, which contributes to the premium we may charge over the local utility supply rate.
Applicable Fees	None.
Your Right to Rescind	You have the right to rescind this contract for a certain period of time. This is called your "Right to Rescind" period, which means you will not be responsible for any charges for our service until after this period expires. You get more time to rescind if you were enrolled at your residence by an in-person solicitor and/or received your contract in the mail. The timing is as follows: i) if you received your terms of service electronically, you have 5 business days from receipt to rescind; ii) if you received your terms of service by first class mail, you have 6 business days from the postmarked date of the letter transmitting your terms of service to rescind; iii) if you were enrolled at your residence by an in-person solicitor and received your terms of service electronically, you have 10 business days to rescind; iv) if you were enrolled at your residence by an in-person solicitor and received your terms of service by first class mail, you have 11 business days to rescind from the postmarked date of the letter transmitting your terms of service.
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utility’s supply rate.

Dispute Resolution: This contract limits the circumstances under which you can bring a dispute to court, and does not permit class actions or a jury trial. Review the section “Arbitration and Waiver of Jury Trial” below for details.

A. Important Information

Length of Your Commitment: *Month-to-Month.* We will begin providing service to you after your utility processes our request to switch your service. The switch will not occur before the expiration of your “Right to Rescind” period. Our service will continue until either of us cancels the contract. You have the right to switch to your utility’s default energy service or another Competitive Electric Power Supplier (CEPS) subject to the terms of this agreement.

Price for Your Electricity: The introductory electricity supply price you will receive during your first [three] billing cycle[s] with us will be \$X.XXXXX per kWh. After that, your prices with us will be variable. We will determine the variable supply price at our discretion based on many different factors, which may include prices charged by competitors, industry charges we are responsible for, our costs to procure and sell energy, customer retention rates, applicable state and local taxes, changes in weather, legal and regulatory issues, profit margins, and other relevant business conditions. The variable supply price can change each month. Your price also reflects the costs to obtain any renewable energy content specified under this contract, which contributes to the premium we may charge over the

local utility supply rate. For your reference, our electricity supply prices include generation charges, but they do not include the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, taxes, or other utility fee or charge. If you enrolled in a plan with a percentage of green power, your price includes the cost for us to purchase Renewable Energy Certificates.

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Rescind" period, which means you will not be responsible for any charges for our service until after this period expires. You get more time to rescind if you were enrolled at your residence by an in-person solicitor and/or received your contract in the mail. The timing is as follows: i) if you received your terms of service electronically, you have 5 business days from receipt to rescind; ii) if you received your terms of service by first class mail, you have 6 business days from the postmarked date of the letter transmitting your terms of service to rescind; iii) if you were enrolled at your residence by an in-person solicitor and received your terms of service electronically, you have 10 business days to rescind; iv) if you were enrolled at your residence by an in-person solicitor and received your terms of service by first class mail, you have 11 business days to rescind from the postmarked date of the letter transmitting your terms of service.

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requirements and program application, or visit the website of the New Hampshire Public Utilities Commission at <http://www.puc.nh.gov/consumer/electricalassistanceprogram.htm>

You may also contact your local Community Action Agency to learn more about your energy assistance options. For more information, visit: <https://www.nh.gov/oep/energy/programs/fuel-assistance/agencies.htm>

Preferred Communication: We will communicate with you via your preferred method of communication – email or U.S. Mail. If you select email address, you are consenting to this contract and other forms of communication being provided to you in electronic form and you must provide us with any update to your valid Email address should it change. You are required to notify us of any change in Email address and/or any withdrawal of consent for the electronic transmission of contracts or other customer information. If you enroll electronically, please note that our website and application is best viewed in Internet Explorer 9.0 or higher.

Billing: Your local utility is responsible for sending you a bill that includes the charges for our service and charges for the utility's service. You are responsible for paying your bill by the due date set by your utility and are responsible for any late payment fee, interest, or finance charges your utility assesses for late payments. **Please note: if you have a Net Meter and elect to enroll with us you will no longer receive energy credits from your utility.**

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NRG HOME:

We are registered as a Competitive Electric Power Supplier (CEPS) with the New Hampshire Public Utilities

Commission xxxxx (Docket No. XX-XXX)

Internet address: www.picknrg.com
Mailing address: P.O. Box 38781,
Philadelphia, PA 19104
Email address:
support@nrghomepower.com
Telephone number: 1-855-500-8703
Fax: 1-866-472-1415

YOUR UTILITY:

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<u>Unitil</u>	NH Capital Electric - NH Seacoast Electric -	800-852-3339 800-582-7276

NEW HAMPSHIRE PUC:

Internet address:
<http://www.puc.state.nh.us/>
Mailing address:
Public Utilities Commission



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21 South Fruit Street, Suite 10
Concord NH 03301-2429

Phone: (800) 852-3793
Fax: (603) 271-3878
Email: puc@puc.nh.gov

Consumer Services Division: 1-800-852-3793

TDD Access-Relay NH: 1-800-735-2964
Monday through Friday from 8:00 a.m. to 4:30 p.m.

B. Other Important Information

Assignment: We may sell, transfer, pledge or assign the accounts, revenues or proceeds associated with this contract in connection with any financial contract, and we may assign the rights and obligations under this contract to another energy supplier consistent with applicable law. You may not assign this contract. We will provide you with a notice at least 30 days before the effective date of any such change informing you of your options, which include selecting an alternate supplier or returning to default utility service.

No Reliance: You acknowledge that (1) you are not relying on any advice, statements, recommendations or representations of ours other than the written representations in this contract; (2) that you consulted with your own advisors to the extent you deemed necessary; and (3) that you understand the risks of entering into this contract, including the risk that our prices may be higher than your utility's rates. You acknowledge that you are capable and willing to assume those risks (whether financial, economic or otherwise) and that you have made your own decision to enter into this contract.

Force Majeure: We will use commercially reasonable efforts to

provide electricity supply to you pursuant to this contract, but we do not guarantee a continuous supply of electricity. Certain Force Majeure events outside of our control may cause interruptions in service. If a Force Majeure event prevents us from performing any of our obligations in any way, our performance shall be excused for the duration of such event, and we will not be liable for damages associated with any delay or failure to perform as a result. "Force Majeure" includes, without limitation, acts outside of our control, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, terrorist acts, natural disasters, pandemics, governmental shutdown order, explosions, fires, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units, storage or transmission facilities, nonperformance by your local utility, or any change in law or any other action by a governmental authority that materially impairs our ability to perform our obligations under this contract. We will give you reasonably prompt notice of any Force Majeure occurrence.

Severability: Each provision of this contract is made subject to the maximum extent permitted by law. If any are held to be unenforceable or



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invalid by any arbitrator or court of competent jurisdiction, we will negotiate an equitable adjustment to or an amendment of the affected provisions with you with a view toward affecting the purpose of this contract. In this case, the validity and enforceability of the remaining provisions shall not be affected.

LIMITATIONS ON WARRANTY AND DAMAGES: THE ELECTRICITY PROVIDED UNDER THIS CONTRACT WILL MEET THE QUALITY STANDARDS OF YOUR UTILITY. YOU UNDERSTAND AND AGREE THAT THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ASSOCIATED WITH THE SERVICE PROVIDED BY US. WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING FROM SUCH INTERRUPTIONS. TO THE MAXIMUM EXTENT PERMITTED BY NEW HAMPSHIRE LAW, LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. WE WILL BEAR NO LIABILITY TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OR LOST PROFITS. THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE HARM OR LOSS, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

ARBITRATION AND WAIVER OF JURY TRIAL: TO THE FULLEST EXTENT PERMITTED BY NEW HAMPSHIRE LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT, SHALL BE FINALLY RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA COMMERCIAL RULES AND THE CONSUMER-RELATED DISPUTES SUPPLEMENTARY PROCEDURES, OR, AT THE ELECTION OF EITHER PARTY, BROUGHT AS A SMALL CLAIMS ACTION IN THE DISTRICT OR MUNICIPAL COURTS OF NEW HAMPSHIRE PURSUANT TO N.H. REV. STAT. ANN. CH. 503, IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF THE COURT'S JURISDICTION. BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, OTHER THAN THROUGH A SMALL CLAIMS ACTION, AND THE RIGHT TO A JURY TRIAL. THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION. THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS CONTRACT DOES NOT PERMIT CLASS ACTIONS, EITHER IN



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ARBITRATION OR THROUGH A COURT PROCEEDING. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. 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.

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Other Provisions: This contract can change based on any future legislation, orders, rules, regulations or your local utility tariff, independent system operator or policy changes. This contract is made and shall be construed in accordance with the laws of New Hampshire. There are no third party beneficiaries to this contract. This contract is binding upon us and you, as well as any successors or legal assigns. Failure to exercise any right we have under this contract should not be considered as a waiver of the right to exercise any such right at a later date. The headings and Summary of Important Information chart in this contract are for reference only and do not affect the interpretation of this contract.