

# State of New Hampshire

## Department of State

### CERTIFICATE OF REGISTERED TRADE NAME

OF

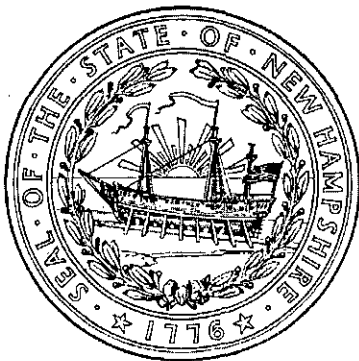
NRG Business

This is to certify that Reliant Energy Northeast LLC registered in this office as doing business under the Trade Name NRG Business, at 211 Carnegie Center Princeton, NJ 08540-6213 on August 7, 2015.

The nature of business is retail electricity sales and related activities.

Expiration Date: August 7, 2020

Business ID#: 730104



IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of August, 2015 A.D.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# State of New Hampshire

Filed  
Date Filed: 08/07/2015  
Business ID: 730104  
William M. Gardner  
Secretary of State

Filing fee: \$50.00  
Use black print or type.

Form TN-1  
RSA 349

## APPLICATION FOR REGISTRATION OF TRADE NAME

(PLEASE TYPE OR PRINT CLEARLY)

1. BUSINESS NAME: NRG Business  
(Name cannot include "INC." or other corporate designation)
2. BUSINESS ADDRESS: 211 Carnegie Center, Princeton, New Jersey 08540-6213  
No. & Street City / town State Zip
- MAILING ADDRESS (if different):  
No. & Street City / town State Zip
3. BRIEF DESCRIPTION OF KIND OF BUSINESS TO BE CARRIED ON: retail electricity sales and related activities
4. DATE BUSINESS ORGANIZED: 06/24/2010  
(month / day / year)

- 5-A. **ENTITY APPLICANT:** IF THE APPLICANT IS A CORPORATION OR OTHER ENTITY, LIST CORPORATION'S OR ENTITY'S EXACT NAME AND INCLUDE TITLE OF PERSON SIGNING. If more space is needed for additional entity applicants, please attach additional sheet(s).

Reliant Energy Northeast LLC

ENTITY NAME (TYPE OR PRINT)

Deborah R. Fry  
AUTHORIZED SIGNATURE

Deborah Fry, Assistant Secretary

SIGNER'S NAME AND TITLE (TYPE OR PRINT)

211 Carnegie Center

NO. STREET

Princeton, New Jersey 08540

TOWN/CITY

STATE

ZIP

- 5-B. **INDIVIDUAL APPLICANTS:** PLEASE TYPE OR PRINT APPLICANTS' NAME(S), ADDRESS(ES) AND INCLUDE SIGNATURE. If more space is needed for additional individual applicants, please attach additional sheet(s).

1. TYPE OR PRINT NAME NO. STREET  
SIGNATURE TOWN/CITY STATE ZIP
2. TYPE OR PRINT NAME NO. STREET  
SIGNATURE TOWN/CITY STATE ZIP
3. TYPE OR PRINT NAME NO. STREET  
SIGNATURE TOWN/CITY STATE ZIP

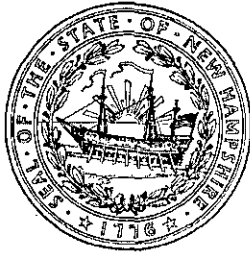
DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fee and **DATED AND SIGNED ORIGINAL** to: Corporation  
Main Street, Concord, NH 03301-4989. Physical location: 25 (

State of New Hampshire  
Form TN 1 - Application for Registration of Trade Name 1 Page(s)



T1521944028



# State of New Hampshire

## Department of State

Corporation Division  
107 North Main Street  
Concord, N.H. 03301-4989  
603-271-3244



NRG Business  
211 Carnegie Center  
Princeton, NJ 08540-6213

Enclosed is your certificate of registered trade name. You should be sure to complete any other registrations required such as with the Department of Revenue Administration or with special licensing agencies such as the State Liquor Commission and Real Estate Commission.

Approximately six (6) months prior to the expiration date, we will mail to the address on record a form for you to renew your trade name registration. It is incumbent upon you to keep us informed of address changes to ensure the renewal form reaches you. There is no charge for address changes.

If you cease doing business under this trade name you are required by law to discontinue the use of its name by filing a Trade Name Discontinuance Form, TN-9. We also have forms to file should you wish to add a partner to your business (form TN-5) or withdraw a partner who is already one of the registrants (form TN-7). All of these forms may be downloaded from our web site at [www.sos.nh.gov/corporate/](http://www.sos.nh.gov/corporate/) or you may request them from this office.

Feel free to contact the Corporation Division if you need any further information.

Regards,

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

Business ID#: 730104

# State of New Hampshire

## Department of State

### CERTIFICATE OF REGISTERED TRADE NAME

OF

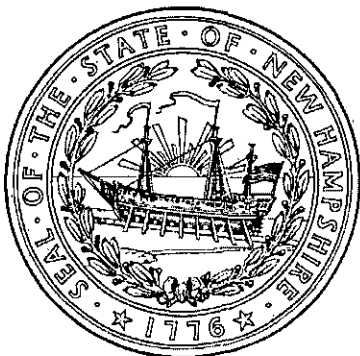
NRG Retail Solutions

This is to certify that Reliant Energy Northeast LLC registered in this office as doing business under the Trade Name NRG Retail Solutions, at 211 Carnegie Center Princeton, NJ 08540-6213 on August 7, 2015.

The nature of business is retail electricity sales and related activities.

Expiration Date: August 7, 2020

Business ID#: 730109



IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of August, 2015 A.D.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# State of New Hampshire

Filed  
Date Filed: 08/07/2015  
Business ID: 730109  
William M. Gardner  
Secretary of State

Filing fee: \$50.00  
Use black print or type.

Form TN-1  
RSA 349

## APPLICATION FOR REGISTRATION OF TRADE NAME

### (PLEASE TYPE OR PRINT CLEARLY)

1. BUSINESS NAME: NRG Retail Solutions  
(Name cannot include "INC." or other corporate designation)
2. BUSINESS ADDRESS: 211 Carnegie Center, Princeton, New Jersey 08540-6213  
No. & Street City / town State Zip
- MAILING ADDRESS (if different):  
No. & Street City / town State Zip
3. BRIEF DESCRIPTION OF KIND OF BUSINESS TO BE CARRIED ON: retail electricity sales and related activities
4. DATE BUSINESS ORGANIZED: 06/24/2010  
(month / day / year)

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Reliant Energy Northeast LLC

ENTITY NAME (TYPE OR PRINT)

Deborah R. Fry  
AUTHORIZED SIGNATURE

Deborah Fry, Assistant Secretary

SIGNER'S NAME AND TITLE (TYPE OR PRINT)

211 Carnegie Center

NO. STREET

Princeton, New Jersey 08540

TOWN/CITY

STATE

ZIP

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1. TYPE OR PRINT NAME NO. STREET  
SIGNATURE TOWN/CITY STATE ZIP
2. TYPE OR PRINT NAME NO. STREET  
SIGNATURE TOWN/CITY STATE ZIP
3. TYPE OR PRINT NAME NO. STREET  
SIGNATURE TOWN/CITY STATE ZIP

DISCLAIMER: All documents filed  
available for public inspection in

Mail fee and **DATED AND SIGN**  
Main Street, Concord, NH 03301

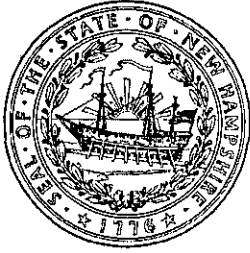
State of New Hampshire  
Form TN-1 - Application for Registration of Trade Name 1 Page(s)



T1521945052

I will be

at, 107 North  
03301.



# State of New Hampshire

## Department of State

Corporation Division  
107 North Main Street  
Concord, N.H. 03301-4989  
603-271-3244



NRG Retail Solutions  
211 Carnegie Center  
Princeton, NJ 08540-6213

Enclosed is your certificate of registered trade name. You should be sure to complete any other registrations required such as with the Department of Revenue Administration or with special licensing agencies such as the State Liquor Commission and Real Estate Commission.

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If you cease doing business under this trade name you are required by law to discontinue the use of its name by filing a Trade Name Discontinuance Form, TN-9. We also have forms to file should you wish to add a partner to your business (form TN-5) or withdraw a partner who is already one of the registrants (form TN-7). All of these forms may be downloaded from our web site at [www.sos.nh.gov/corporate/](http://www.sos.nh.gov/corporate/) or you may request them from this office.

Feel free to contact the Corporation Division if you need any further information.

Regards,

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

Business ID#: 730109

SURETY RIDER

To be attached to and form a part of

Bond No. **SU42885**

Type of

Bond: License Bond

dated

effective 05/29/2015  
(MONTH-DAY-YEAR)

executed by Reliant Energy Northeast LLC  
(PRINCIPAL)

, as Principal,

and by Aspen American Insurance Company

, as Surety,

in favor of New Hampshire Public Utilities Commission  
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing  
the expiration date of this bond to be July 22, 2020.

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider

is effective 05/29/2015  
(MONTH-DAY-YEAR)

Signed and Sealed 07/29/2015  
(MONTH-DAY-YEAR)

Reliant Energy Northeast LLC  
(PRINCIPAL)

By:

(PRINCIPAL)

Aspen American Insurance Company

(SURETY)

By:

(ATTORNEY-IN-FACT) Mark W. Edwards, II



Aspen American Insurance Company  
175 Capital Boulevard, Rocky Hill, CT 06067

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT **Aspen American Insurance Company**, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: **Ronald B. Giadrosich; Mark W. Edwards II, Jeffrey M. Wilson, Evondia H. Woessner, William Milton Smith, Alisa B. Ferris, Robert R. Freel of McGriff Seibels & Williams, Inc.** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

**VOTED:** All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

**VOTED:** The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

**Michael Toppi**, Executive Vice President, **Scott Sadowsky**, Senior Vice President, **Kevin W. Gillen**, Senior Vice President, **Mathew Raino**, Vice President, and **Ryan Field**, Assistant Vice President.

**This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:**

**VOTED:** That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 2nd day of January, 2014.

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Ryan Field, Assistant Vice President

On this 2nd day of January, 2014 before me personally came Ryan Field to me known, who being by me duly sworn, did depose and say; that he/she is Assistant Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

*Patricia C. Taber*  
Notary Public

My commission expires: May 31, 2016

### CERTIFICATE

I, the undersigned, Ryan Field of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 29<sup>th</sup> day of July, 2015

By:

Name: Ryan Field, Assistant Vice President



\* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: [Patricia.Taber@aspen-insurance.com](mailto:Patricia.Taber@aspen-insurance.com)



SURETY RIDER

Duplicate Original

To be attached to and form a part of

Bond No. **SU42885**

Type of

Bond: License Bond

dated

effective 05/29/2015  
(MONTH-DAY-YEAR)

COPY

executed by Reliant Energy Northeast LLC  
(PRINCIPAL)

, as Principal,

and by Aspen American Insurance Company

, as Surety,

in favor of New Hampshire Public Utilities Commission  
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing  
the expiration date of this bond to be July 22, 2020.

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider

is effective 05/29/2015  
(MONTH-DAY-YEAR)

Signed and Sealed 07/29/2015  
(MONTH-DAY-YEAR)

Reliant Energy Northeast LLC  
(PRINCIPAL)

By:

(PRINCIPAL)

Aspen American Insurance Company

(SURETY)

By:

(ATTORNEY-IN-FACT) Mark W. Edwards, II



Aspen American Insurance Company  
175 Capital Boulevard, Rocky Hill, CT 06067

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: **Ronald B. Giadrosich; Mark W. Edwards II, Jeffrey M. Wilson, Evondia H. Woessner, William Milton Smith, Alisa B. Ferris, Robert R. Freel of McGriff Seibels & Williams, Inc.** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

**VOTED:** All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

**VOTED:** The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

**Michael Toppi**, Executive Vice President, **Scott Sadowsky**, Senior Vice President, **Kevin W. Gillen**, Senior Vice President, **Mathew Raino**, Vice President, and **Ryan Field**, Assistant Vice President.

**This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:**

**VOTED:** That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

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STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Ryan Field, Assistant Vice President

On this 2nd day of January, 2014 before me personally came Ryan Field to me known, who being by me duly sworn, did depose and say; that he/she is Assistant Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

*Patricia C. Taber*  
Notary Public

My commission expires: May 31, 2016

### CERTIFICATE

I, the undersigned, Ryan Field of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 29<sup>th</sup> day of July, 2015

By:

Name: Ryan Field, Assistant Vice President



\* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com



## 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	
<b>Length of Your Commitment</b>	<b>Month-to-Month</b>
<b>Price for Your Electricity</b>	<b>You'll receive a promotional electricity supply price of \$X.XXXXX per kWh for your first [three] bill[s] and your price will be variable after that.</b>
<b>Applicable Fees</b>	<b>None.</b>
<b>Your Right to Rescind</b>	<b>If you first received this contract by personal or electronic delivery, you have 3 business days to rescind this contract. If you first received this contract by U.S. mail, you have 5 business days from the postmarked date to rescind this contract. This is called your "Right to Rescind" period, which means you will not start service with us until after this period.</b>
<b>Your Right to Cancel</b>	<b>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.</b>

### 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 promotional 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 in our discretion based on many different factors, which may include competitive prices, industry charges we are responsible for, applicable state and local taxes, profit margins, or other business conditions. 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



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

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.

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:** *None.* 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:** **If you first received this contract by personal or electronic delivery, you have until midnight of the third business day to rescind this contract. If you first received this contract by U.S. mail, you have 5 business days from the postmarked date to rescind this contract. This is called your "Right to Rescind" period, which means you can cancel your request to switch electricity service and never start service with us. You may rescind by contacting us at the telephone number or email address listed below. This contract is not binding until your "Right to Rescind" period**

**has ended with no action on your part to rescind the contract.**

**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





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

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 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/electricassistanceprogram.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>

**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:** Any 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 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



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

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 Affairs 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](http://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.nrghomepower.com](http://www.nrghomepower.com)

Mailing address: P.O. Box 38781,  
Philadelphia, PA 19104

Email address:

[support@nrghomepower.com](mailto: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
	NH Seacoast Electric -	800-582-7276

### **NEW HAMPSHIRE PUC:**

Internet address:

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



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

Mailing address:  
Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord NH 03301-2429

Phone: (800) 852-3793  
Fax: (603) 271-3878

Email: [puc@puc.nh.gov](mailto:puc@puc.nh.gov)  
Consumer Affairs 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 14 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, explosions, fires, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units 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

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

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 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





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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.

reference only and do not affect the interpretation of this contract.

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**Other Provisions:** This contract can change based on any future legislation, orders, rules, regulations or your local utility tariff 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



## 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	
<b>Length of Your Commitment</b>	<b>XX months, then month-to-month.</b>
<b>Price for Your Electricity</b>	<b>You'll receive a fixed price of \$X.XXXXX per kWh for your first XX bills and your price will be variable after that.</b>
<b>Applicable Fees</b>	<b>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.</b>
<b>Your Right to Rescind</b>	<b>If you first received this contract by personal or electronic delivery, you have 3 business days to rescind this contract. If you first received this contract by U.S. mail, you have 5 business days from the postmarked date to rescind this contract. This is called your "Right to Rescind" period, which means you will not start service with us until after this period.</b>
<b>Your Right to Cancel</b>	<b>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.</b>

### **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.

**Price for Your Electricity:** Your fixed electricity supply price will be \$X.XXXXX per kWh for the first XX billing cycles with us. After that, your prices with us will be variable. We will determine the variable supply price in our discretion based on many different factors, which may include competitive prices, industry charges we are responsible for, applicable state and local taxes, profit margins, or other business conditions. For your reference, our electricity supply prices include generation charges, but



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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.

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 fixed price portion of this contract applies.* If you cancel your service during the first XX billing cycles, we can charge you no more than \$ {10} multiplied by the number of months remaining on the fixed supply price term as of the effective date of your cancellation, and we may decide not to collect applicable fees. There is no fee 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:** **If you first received this contract by personal or electronic delivery, you have until**

**midnight of the third business day to rescind this contract. If you first received this contract by U.S. mail, you have 5 business days from the postmarked date to rescind this contract. This is called your "Right to Rescind" period, which means you can cancel your request to switch electricity service and never start service with us. You may rescind by contacting us at the telephone number or email address listed below. This contract is not binding until your "Right to Rescind" period has ended with no action on your part to rescind the contract.**

**Your Right to Cancel:** You may cancel this contract by calling us at our contact information listed below. However, we may charge you an early cancellation fee if you cancel during your first XX billing cycles. There is no fee or charge if you cancel during the variable price portion of this contract. 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



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

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 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/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>

**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:** Any 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



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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 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

Affairs 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](http://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.nrghomepower.com](http://www.nrghomepower.com)

Mailing address: P.O. Box 38781,  
Philadelphia, PA 19104

Email address:

[support@nrghomepower.com](mailto: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</u>	Customer	800-662-
<u>Energy</u>	Service -	7764
<u>(PSNH)</u>	Emergencies-	800-662-
		7764



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<u>Liberty Utilities</u>	Customer Service -	1-800-375-7413	Mailing address: Public Utilities Commission 21 South Fruit Street, Suite 10 Concord NH 03301-2429
	Emergencies -	1-855-349-9455	
<u>Unitil</u>	NH Capital Electric -	800-852-3339	Phone: (800) 852-3793
	NH Seacoast Electric -	800-582-7276	Fax: (603) 271-3878
			Email: <a href="mailto:puc@puc.nh.gov">puc@puc.nh.gov</a>
			Consumer Affairs 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/>

### **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 14 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,



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riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, terrorist acts, natural disasters, explosions, fires, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units 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 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



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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 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 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.

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