

04/27/16

Viridian Energy, LLC
1055 Washington Blvd, 7th Floor
Stamford, CT 06901

Dear Joe,

Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our Public Service Company of New Hampshire (d/b/a Eversource Energy) customers.

Eversource and Viridian Energy, LLC have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

As soon as Viridian Energy, LLC is granted certification by the New Hampshire Public Utilities Commission (NH-PUC), you will be ready to contract with Eversource customers.

Thanks once again Joe for your interest and I look forward to working with you in the future.

Sincerely,



Aaron Downing
Eversource Supplier Services

**Public Service Company of New Hampshire
(d/b/a) Eversource Energy**

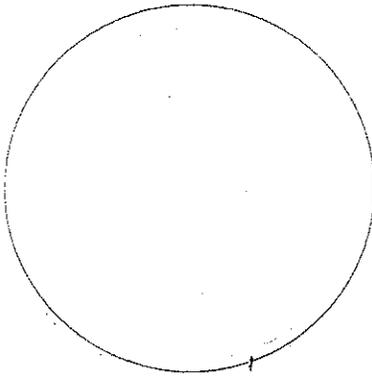
Certificate of Completion

is hereby granted to:

Viridian Energy, LLC

to certify that they have completed to satisfaction

NH EDI Connectivity and Certification Testing



Granted: 04/27/16

Aaron Downing

*Aaron Downing
Eversource Supplier Services*



Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to: Viridian Energy, LLC
Represented by: Shuja Qamar

Issued by: Unitil Energy Systems
Represented by: Caitlin D. Chaput, Associate Transaction Analyst

Date: 3/14/16

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Viridian Energy, LLC. As of 3/14/15, Unitil Energy Systems does hereby declare Viridian Energy as a certified EDI trading partner capable of exchanging the following transactions:

810	Invoice
814	Change
814	Drop
814	Enrollment
814	Historical Usage Request
820	Payment Notification
867	Historical Usage
867	Monthly Usage
997	Functional Acknowledgement

Viridian Energy has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Viridian Energy has also proven through detailed transaction testing its understanding of the business rules and EDI formats required for account maintenance, and billing (dual and LDC rate-ready consolidated) as described by the New Hampshire Public Utilities Commission and using V12 version 4010 standards.

Signature

3/14/16

Date

Caitlin D. Chaput
Associate Transaction Analyst
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720
EL_SupplierServices@unitil.com



DM 15-479

STATEMENT THAT VIRIDIAN AMENDS ITS APPLICATION AND INTENDS TO ONLY SERVE IN
TERRITORIES OF EVERSOURCE AND UNITIL

Viridian Energy, LLC ("Viridian") formally states that it would like to amend its Competitive Electric Power Supplier Application, DM 15-479, noting the intent only to serve in the territories of Eversource and Unitil.

Viridian Energy, LLC
Date: 5-23-16



Carrie Cammarano
Counsel

BOND NO. K09509938

PREMIUM: \$1,500.00

KNOW ALL MEN BY THESE PRESENTS THAT WE,

VIRIDIAN ENERGY, LLC

as Principal, and Westchester Fire INSURANCE COMPANY, a corporation duly organized and doing business under and by the virtue of the laws of the State of Pennsylvania, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the said State, as Surety, are held and firmly bound unto

New Hampshire Public Utilities Commission

(Hereinafter called the Obligee)

in the sum of One Hundred Thousand and 00/100

Dollars (\$ 100,000.00)

for the payment whereof well and truly to be made we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas, the above bounden PRINCIPAL has made application for a license to the Obligee to offer, render, furnish or supply electricity or electric generation services to the public.

NOW THEREFORE, the Principal must act in accordance with Section PUC 2003.01(d)(4)(2) of the New Hampshire Code of Administrative Rules, to assure compliance with applicable provisions of the Public Utility Code Section PUC 2003.03 Reporting and Financial Requirements of Competitive Electric Power Suppliers, and the rules and regulation of the New Hampshire Public Utility Commission by the Principal as a licensed electric supplier to ensure the payment of Gross Receipts Tax as required by Section PUC 2003.01(d)(4)(2).

NOW THEREFORE, if the Principal shall during the period commencing on the aforesaid date, faithfully observe and honestly comply with such rules, regulations and statutes that are applicable to an Competitive Electric Power Supplier licensed in the State of New Hampshire and fulfills its obligation to pay the Gross Receipts Tax to the State of New Hampshire, and to deliver electricity at retail in accordance with contracts, agreements and arrangements, require the execution of this bond, then this obligation shall become void and of no effect.

PROVIDED, HOWEVER,

1. The effective date of this bond is 5/31/2016 and expires 5/31/2017. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default by the Principal, the Surety shall be liable only for damages incurred by Obligee up to termination date of this bond.

3. No claim shall be had or maintained against the Surety on this instrument unless such be brought or instituted and no suit shall be maintained against the Surety unless it be brought within three (3) months from the termination or expiration date of the bond.

4. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.

5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.

6. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, the Obligee shall return this bond, certified mail or express courier, to the Surety at its address at:

436 Walnut Street, WA10H, Philadelphia, PA 19106

Failure to return the bond as described above shall constitute Obligee's acceptance of the terms and conditions, herein.

SIGNED AND SEALED THIS 19th day of May 2016.

VIRIDIAN ENERGY, LLC

By _____

Surety Company

Westchester Fire Insurance Company

By:  _____

Bernadette Aleman,

Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

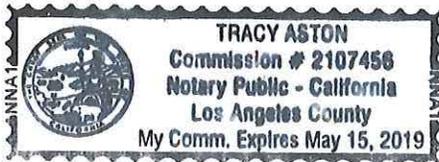
State of California

County of Los Angeles

On MAY 19 2016 before me, Tracy Aston Notary Public, personally appeared Bernadette Aleman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature 
Tracy Aston, Signature of Notary Public

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Bernadette Aleman, Daravy Mady, Edward C Spector, James Ross, K D Conrad, Misty Wright, Nathan Varnold, Renato F Reyes, Simone Gerhard, Tom Branigan, Tracy Aston, all of the City of LOS ANGELES, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 20 day of August 2015.

WESTCHESTER FIRE INSURANCE COMPANY

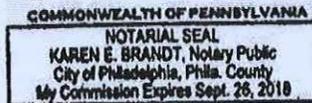


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 20 day of August, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of **MAY 19 2016**



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 20, 2017.





DM 15-479

REQUEST FOR WAIVER OF FINANCIAL SECURITY REQUIREMENTS OF PUC 2003.03(A)(5)

Viridian Energy, LLC ("Viridian") formally requests that the New Hampshire Public Utilities Commission formally waive the financial security requirements of Puc 2003.03(a)(5), which requires term of 5 years and 150 days for initial CEPS application, in regards to its Competitive Electric Power Supplier Application, DM 15-479.

Viridian requests such waiver due the fact that the surety bond provided as financial security extends until May 31, 2017.

Viridian Energy, LLC
Date: 5.23.16



Carrie Cammarano
Counsel



NEW HAMPSHIRE TERMS & CONDITIONS

You authorize Viridian Energy, LLC ("Viridian"), a member of the Crius Energy family of brands, to change your electricity supplier, as the case may be, to Viridian and to supply your home or small business with all the electricity you need, subject to the eligibility requirements of your local electric utility ("Utility"). Your Enrollment Documentation, which includes your Welcome Letter, and these Terms and Conditions create your agreement with Viridian ("Agreement"). Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement as well as in the "Definitions" section herein.

1. **ELECTRICITY**. Upon successful completion and receipt of all customer enrollment requirements, Viridian will supply electricity for your home or small business. Viridian is a retail marketer of electricity and is not your Utility. Your Utility will continue to deliver electricity to your home or small business, read your meter, send your bill and restore power and charge you for its services related to delivering your electricity. Your Utility will also respond to emergencies and provide other traditional utility services. You understand that you are not required to switch your electricity to Viridian. This Agreement is subject to the eligibility requirements of your Utility and Viridian may choose not to accept this Agreement for any reason. If you are enrolled in any Utility program or bill assistance program, enrolling with Viridian may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Viridian.

2. **TERM**. Viridian will begin supplying your electricity when the Utility switches your account to Viridian. Your Agreement will continue for the Term specified in the Enrollment Documentation, and if applicable for the Renewal Term. Your Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. If your Utility bills bimonthly, Viridian will treat this as two monthly billing cycles. Typically it takes one to two billing cycles for your Service to be switched from your Utility to Viridian, but there may be a delay before the Utility switches electricity and you understand that Viridian is not responsible for any such delays. You may receive written notification from your Utility confirming your switch to Viridian. Viridian may terminate this Agreement by providing you notice as required by regulation or law.

3. **PRICE**. Each month you will pay for the electricity you consume. For electricity, your bill will be calculated by multiplying your Rate by the amount of electricity measured in kilowatt-hours during the billing cycle, plus any applicable Fees. Your Rate does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. If your price is based on an estimated usage for such electricity, Viridian has the right to bill you on actual usage when such information is made available and you have the obligation to pay Viridian for such actual usage amounts.

4. **RATE PLAN OPTIONS**.

a. **Fixed Rate**. If you selected a fixed rate, the Rate for your Service is the Rate indicated in your Enrollment Documentation and guaranteed not to change for the Term ("Fixed Rate").

b. **Variable Rate**. If you selected a variable rate, the Rate for your Service for your first billing period is the Rate indicated in your Enrollment Documentation ("Variable Rate"). Variable Rates are set at Viridian's discretion and may vary based on numerous factors, including, but not limited to, Viridian's assessment of applicable market conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle's pricing and balancing costs, projected average customer bill amounts and Utility pricing or "price to compare" and applicable pricing reset dates and may include the following additional costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable Renewable Portfolio Standards, and a profit margin determined in Viridian's discretion that may vary from month to month. Your Variable Rate

will not include any fees, taxes or charges directly assessed by the Utility.

c. Understanding and Selecting Rates. You understand that unless you have been offered a Rate in writing confirmed by Viridian that expressly provides otherwise, there are no guaranteed savings and your Rate may be higher or lower than the Utility's rate in any given month.

5. **RESCISSION; TERMINATION.** You may rescind or terminate this Agreement as provided below.

a. Right of Rescission. In compliance with New Hampshire Puc Rules, you may rescind this Agreement, without fees or penalties of any kind, (i) within three (3) business days from the date of personal or electronic delivery of this Agreement, or (ii) within five (5) business days from the date of postmark when this Agreement is delivered via the United States postal service ("Rescission Period").

b. Terminating Fixed Rate Plans. You may terminate a Fixed Rate plan at any time; provided that, if you terminate after the Rescission Period and before the end of the Term or Renewal Term, the applicable Termination Fee listed in your Enrollment Documentation will apply for the Service you terminate. If you are a small business customer and selected a Fixed Rate, unless otherwise stated in your Enrollment Documentation, your early termination fee for each Service is equal to the Remaining Contract Quantity times the greater of (i) Contract Price less Market price at the time of the Termination, or (ii) \$0.02/kWh or Ccf/therm. Remaining Contract Quantity shall mean the total estimated usage for the period remaining in the Fixed Term of this Agreement at the time of termination, based on Buyer's historical usage or Viridian's estimated usage calculated in a commercially reasonable manner. The Market Price for the remainder of the Fixed Term will be determined by Viridian in a commercially reasonable manner.

c. Terminating Variable Rate Plans. You may terminate a Variable Rate Plan at any time and no Termination Fee will apply.

d. Termination Notice; Effect of Termination. To terminate or rescind this Agreement, you must notify Viridian as detailed in Section 14 or your Utility. Please provide your name, address, phone number, account

number and a statement that you are rescinding or terminating the Agreement. Rescission is effective immediately. Termination will be processed immediately but is effective upon your Utility processing your termination and you are obligated to pay for the electricity provided pursuant to this Agreement until you are returned to your Utility or alternative supplier.

6. **BILLING AND PAYMENT.** The electricity you purchase from Viridian will be included in your Utility monthly bill or in a separate invoice from Viridian. If from the Utility, the Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur a late payment fee in accordance with the Utility's billing and payment policies and procedures. You may be liable for the costs Viridian incurs if Viridian must terminate your electricity for failure to pay, such as collection costs or attorney fees. Viridian shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement which will be owed to Viridian, and Viridian shall additionally have the right to setoff and net against any deposit or security provided by you pursuant to this Agreement any amounts, charges or damages owed by you to Viridian. You will be billed and pay Viridian for the electricity based on meter readings and consumption information that Viridian receives from your Utility ("Billing Quantity"). For commercial accounts, Viridian will have the option to adjust the Billing Quantity for line loss retained by your Utility. You are responsible for paying and reimbursing Viridian for all applicable Fees.

7. **CUSTOMER INFORMATION.** All authorizations provided herein will remain in effect for the Term and, if applicable, the Renewal Term of this Agreement; however, authorization may be rescinded by you any time by contacting Viridian.

a. Credit Requirement. You authorize Viridian to review your credit history. You may be required to promptly provide Credit Enhancements to continue Service if there is a deterioration in your credit rating or a Usage Increase.

b. Customer Information; Privacy Policy. You authorize Viridian to obtain your Customer Information from your Utility. This Agreement provides authorization for Viridian to contact you about our other products and services or share information about your account with

any designated partner or with any third-party vendor Viridian uses to provide services and rewards to you. Viridian reserves the right to share your Customer Information with Viridian Agents, to the extent permitted by law. Viridian shall not release confidential Customer Information without written authorization from the Customer along with a statement, not inconsistent with Puc 2004.09, of which Customer Information shall be considered confidential.

8. **RENEWAL NOTICE**. For any Fixed Rate plan you have selected, you will receive notice from Viridian (between thirty and sixty days prior to the end of your Term) that, unless you opt out, you will be automatically enrolled: (i) on the Fixed Rate plan provided in the notice, or (ii) on Viridian's Variable Rate plan available at such time (which allows you to cancel at any time without any Termination Fees). Each new renewal period after your initial Term will be deemed a "Renewal Term". For any Variable Rate plan, you will not receive a renewal notice and such plan will continue until you cancel, or Viridian may cancel by providing you notice as required by regulation or law.

9. **PHONE COMMUNICATION POLICY**. You will be asked by Viridian or its agents or affiliates to provide consent to Viridian's Phone Communication Policy. Our policy is that if you provide your phone number, which may include your wireless number, Viridian and its Agents may text or call you with autodialed or pre-recorded promotional or product information. Your consent and acceptance of this policy is not a condition of purchase and may be revoked at any time. You may add a telephone number to the national do not call registry by calling 888-382-1222 from the phone you wish to register, or go click on "Register a Phone Number" in the left column of the webpage at www.donotcall.gov.

10. **DISPUTE RESOLUTION AND MANDATORY AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS**. If you have billing questions or would like to make an inquiry about Viridian's terms of service, you may contact Viridian as indicated in Section 14. In the event of a dispute or a disagreement under this Agreement, the parties will use their best efforts to resolve the dispute. If you are not fully satisfied after discussing your dispute with Viridian, or if you have any questions about rights and responsibilities, you may

contact the Commission's Consumer Affairs Division at 1-800-852-3793.

Regardless of whether you choose to pursue your dispute with the Commission's Consumer Affairs Division, your right to pursue individual arbitration with Viridian will not be impacted under this Agreement as set forth below.

You and Viridian both agree to resolve Disputes (as defined below) only by arbitration or in small claims court (for qualifying claims), subject to specific exceptions listed herein. The parties expressly agree that they are waiving their right to sue in court and that arbitration is the parties' sole remedy to resolve disputes. There is no judge or jury in arbitration, the procedures may be different, and is subject to very limited review by a court. An arbitrator, however, can award you the same damages and relief, and must honor the same terms in this Agreement, as a court would. If the law allows for an award of attorneys' fees, an arbitrator can award them too. In addition, you and Viridian also both agree that:

(a) "Disputes" are any claims or controversies against each other related in any way to, or arising from Viridian's electricity, this Agreement, or any related agreements, including but not limited to, billing, services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your electricity with Viridian have terminated. Disputes include any claims that: (i) you bring against Viridian or any of its employees, agents, affiliates, or other representatives; or (ii) that Viridian brings against you. It also includes, but is not limited to, claims related in any way to, or arising from any aspect of the relationship between you and Viridian, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

(b) Except as otherwise provided under Section 10(f) below, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (the "FAA") applies exclusively to this agreement to arbitrate, and this agreement to arbitrate is intended to be broadly interpreted. The arbitrator's decision and award is final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court with jurisdiction.

(c) Prior to initiating arbitration, a party must first send to the other, by certified mail, a written notice of dispute ("Dispute Notice"). The Dispute Notice to Viridian

should be addressed to the Notice Address listed in Section 14. The Dispute Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“Demand”). If Viridian and you do not reach an agreement to resolve the claim within thirty (30) days after the Dispute Notice is received, you or Viridian may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Viridian or you shall not be disclosed to the arbitrator.

(d) Unless the parties agree otherwise, the arbitration will be conducted by a single neutral arbitrator and will take place in the county of the service address.

(e) The arbitration will be conducted by: (i) a neutral third party arbitrator mutually agreed upon by you and Viridian; or (ii) the American Arbitration Association (the “AAA”). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the AAA, as modified by this Agreement, which can be found at <https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTAGE2009997&revision=latestreleased>. Where the terms of this agreement to arbitrate conflict with the AAA Rules, the terms of this agreement to arbitrate shall override and govern. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address for Viridian, which is listed in Section 14. The arbitrator is bound by the terms of this agreement to arbitrate. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. If your claim is for \$10,000 or less, Viridian agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Upon your request, and you supplying appropriate documentation, Viridian will reimburse your administrative costs for the arbitration over and above the costs associated with filing a case in court. If,

however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. However, nothing in this paragraph will require or allow you or Viridian to arbitrate on a class-wide, representative or consolidated basis. An arbitration award and any judgment confirming it apply exclusively to the specific case. The arbitration award and judgment cannot be used for any other case except to enforce the award itself.

You and Viridian each agree that arbitration will only be pursued on an individual basis, and will not be pursued on a classwide, representative or consolidated basis. This Agreement does not allow class, representative or collective arbitrations even if the AAA procedures or rules would. If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then this agreement to arbitrate does not apply and the dispute must be brought in court.

(f) You and Viridian agree that notwithstanding this agreement to arbitrate, either party may bring qualifying claims in a small claims court. In addition, this arbitration provision does not prevent you from bringing your dispute to the attention of federal, state, or local government agencies (including the Commission’s Consumer Affairs Division), and if the law allows, they can seek relief against Viridian on your behalf.

(g) If for any reason a claim proceeds in court rather than through arbitration, you and Viridian agree that there will not be a jury trial. You and Viridian unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Agreement or the electricity provided by Viridian. In the event of litigation, this paragraph may be filed to show a written consent to a trial by the court.

11. **EMERGENCY**. In the event of an emergency such as a power failure, a downed power line, you should call your Utility. If your Utility is Eversource, call 1-800-662-7764; if your Utility is Until, call 1-800-582-7276 (Seacoast Region) or 1-800-852-3339 (Capital Region). You can also call your local emergency personnel at 911 if the emergency warrants.

12. **LIMITATIONS OF LIABILITY AND WARRANTY.** NEITHER YOU NOR VIRIDIAN WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. VIRIDIAN DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. **FORCE MAJEURE.** Viridian will not be responsible for supplying electricity to you in the event of circumstances beyond Viridian's control such as events of force majeure, as defined by your Utility or any transmitting or transportation entity, which includes but is not limited to acts of terrorism, sabotage or acts of God.

14. **CONTACTING VIRIDIAN.** For any notice required in this Agreement or to contact us generally, you may contact Viridian by (i) email, to customercare@viridian.com, (ii) mail, to 1055 Washington Boulevard, 7th Floor, Stamford, CT 06901, or (iii) phone, at 1-866-663-2508.

15. **BILL ASSISTANCE PROGRAM.** Your Utility may have programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your Utility's Bill Assistance Program can be obtained by contracting your Utility at the number or address listed at the end of this Agreement, please note customer discount will not apply to the supply portion of the bill. For a list of social service agencies offering bill assistance, please call Energy Rewards.

16. **INFORMATION DISCLOSURE LABEL.** The Information Disclosure Label contains information on the fuel mix and emissions characteristics associated with the electricity that Viridian provides to Customers. The Information Disclosure Label may be found on Viridian's website at <https://www.viridian.com>. Viridian will also provide you with a printed copy of the Information Disclosure Label annually.

17. **MISCELLANEOUS.**

a. *Use of electricity.* You must notify Viridian if you begin to generate renewable energy or use net metering at your home or small business. If you use net metering, or if there is a Change in Usage, Viridian reserves the right to modify your Rate or terminate this Agreement and recover costs, if any. In addition, Viridian has the right to refuse or terminate electricity, and recover costs, if any, if your Service requirements are above the Usage Thresholds.

b. *Title; Risk of Loss.* You and Viridian agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Viridian to you at the Sales Points. Please note Sales Point is defined as for the electricity, a point or points on the NE-ISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Viridian to assure service reliability. Viridian and you agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality and county, or other taxing authority where your service address is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of the electric service under this Agreement, you agree to pay such tax, as invoiced. For commercial customers only: (i) as between Viridian and you as a commercial customer, you will be deemed to be in exclusive control of the electricity and responsible for any damage, injury, charges, transportation fees, costs or losses at and after the Sales Points, including, without limitation, any losses that Viridian incurs that result from having to resell, or its inability to resell, to another party electricity supplies allocated for you and (ii) as between Viridian and you, Viridian will be deemed in exclusive control of the electricity, and responsible for any damage, injury, charges, transportation fees, costs or losses until the electricity is delivered to the Sales Points; provided, however, that in no event Viridian's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered electricity and the price of electricity under this Agreement.

c. *Assignment.* You may not assign this Agreement without prior written consent of Viridian. Viridian reserves the right to sell, transfer, pledge or assign this Agreement and your account, and related revenues and proceeds for financial purposes or in connection with a

sale. Before any assignment Viridian will provide you with at least 14 days notice of your right to select another supplier or return to your Utility. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

d. *Change in Law/Third Party Charges.* This Agreement is subject to any federal, state, local, or utility changes in law, which includes changes in legislation, orders, rules, tariffs, regulations, policies, riders, fees, pricing structures, capacity charges, and changes in customer load profiles (each, a “Change in Law”). If there is a Change in Law which results in an increased cost to Viridian, Viridian may terminate this Agreement with notice to you, or adjust your rate based upon such Change in Law. This provision applies to variable rate plans.

e. *Governing Law; Venue; Waiver of Jury Trial.* To the maximum extent permitted by law, (i) Venue for any lawsuit brought to enforce any term or condition of this Agreement shall lie exclusively in the State of New Hampshire, (ii) the Agreement shall be construed under and shall be governed by the laws of the State of New Hampshire without regard to the application of its conflicts of law principles, and (iii) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL, ARBITRATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

f. *Non-Waiver.* The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

g. *Severability.* If any provision of this Agreement is held unenforceable, then such provision will be automatically modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

h. *Non-Reliance.* You acknowledge that (i) you are not relying on any advice, statements, recommendations or representations of Viridian, other than the written representations in this Agreement; (ii) that you understand the risks of entering into this Agreement, including the risk that Viridian's prices may be higher than your Utility's rates, and you are capable and willing

to assume those risks; and (iii) you have made your own decision to enter into this Agreement, after consultation with your own advisors to the extent you deem necessary.

i. *Complete Agreement.* This Agreement constitutes the final and complete agreement between you and Viridian. It is the complete and exclusive expression of the terms and conditions agreed upon for the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

j. *Electronic Signatures and Notices.* Each party agrees that electronic signatures, whether digital or encrypted, of the parties to execute this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. Customer agrees that Viridian may send Customer notices via electronic means if Customer provides an email address or other way of communicating electronically. You have a duty to provide a correct, working email address and update it accordingly; if you fail to do so, you could miss important notices.

k. *Customer Representation.* I am at least 18 years old and fully authorized to enter into this Agreement. I am the authorized account holder or have been given proper and binding authorization to change the electricity and enter into this Agreement on behalf of the account holder.

DEFINITIONS

“*Agents*” means parties that need to know Customer Information in connection with electricity and Viridian's affiliates and subcontractors.

“*Change in Usage*” means a change, or an anticipated or planned change, in the consumption of electricity that materially exceeds your historical usage.

“*Credit Enhancements*” means cash escrow or deposit, establishing an ACH debit relationship with Viridian, or providing other reasonable assurances to Viridian to establish your credit worthiness. If a deposit is required,

before any deposit is taken, Customer will be provided notice as to all terms and conditions on such deposit and the amount and the rate of interest paid on the deposit.

“*Customer Information*” means account contact information, account number, meter number, billing history, payment history, historical and future electricity usage, meter readings and characteristics of your electricity service. It includes information obtained from the Utility as well as any information that you provide directly to Viridian or its Agents.

“*Default*” means: (i) failure to maintain credit requirements or provide necessary credit information or Credit Enhancements, (ii) a Usage Threshold event, (iii) a Change in Usage event, or (iv) any material breach of the requirements of, or representations made under, this Agreement.

“*Delivery Points*” means: for electricity, one or more points at which Viridian, as your agent, has arranged for the delivery of electricity to a third party (such as your Utility) for your account or at your premises.

“*Enrollment Documentation*” means any application or enrollment documents, whether in paper, electronic, internet, phone or otherwise, provided to Customer in order to commence electricity, and the Welcome Letter, such as the enrollment form, whether electronic or written, or a third party verification recording.

“*Fees*” means taxes, fees, assessments, government charges and charges levied by your Utility for transmission and distribution and other services, systems benefit charges, standard cost recovery charges, and taxes, fees and charges levied by Viridian or any other entity authorized to levy taxes, fees or charges for or related to the electricity. This may include, but shall not be limited to, Utility taxes, gross receipts taxes, and sales or use taxes imposed on Viridian and/or you by federal, state, and/or local authorities that Viridian passes through to you.

“*Purchased Quantities*” means all the electricity supply that Viridian must purchase for your home or small business, as applicable.

“*Rate*” means Fixed Rate or Variable Rate, as applicable.

“*Sales Points*” means: for the electricity, a point or points on the NE-ISO administered transmission system located outside the municipal and county limits of your

service address location, selected from time to time by Viridian to assure service reliability.

“*Usage Thresholds*” means if your usage of electricity exceeds a peak demand greater than 75kW over any of the past twelve months.

Customer Contact Information

Viridian Energy, LLC
1055 Washington Boulevard, 7th Floor
Stamford, CT 06901
Toll-Free 866-663-2508
Monday through Friday, 8:30am to 6:30pm ET
customer@viridian.com
www.viridian.com

New Hampshire PUC

21 South Fruit Street, Suite 10
Concord, NH 03301-2429
Phone: 603-271-2431; Fax 603-271-3878
TDD Access – Relay NH: 800-735-2964
Consumer Assistance: 800-852-3793
Monday through Friday, 8:00am to 4:30pm ET
<http://www.puc.nh.gov>

Eversource

PO Box 330
Manchester, NH 03105-0330
1-800-662-7764
1-800-346-9994 (TTY/TDD number)
<http://www.eversource.com>

Unitil New Hampshire – Capital Region

One McGuire Street
Concord, NH 03301
1-800-852-3339
<http://unitil.com>

Unitil New Hampshire – Seacoast Region

114 Drinkwater Road
Kensington, NH 03833
1-800-852-7276
<http://unitil.com>

Liberty

15 Buttrick Rd
Londonberry, NH 03053

1- 855-349-9455
<http://www.libertyutilities.com>

NHEC
579 Tenney Mountain Hwy

Plymouth, NH 03264
1- 800-698-2007 or 1-603-536-1800
<http://www.nhec.com/index.php>



ADDITIONAL TERMS & CONDITIONS FOR SELECT PLANS

MINUS 5 PLAN	
If you have chosen the Minus Five Plan, the following terms and conditions will apply in addition to the standard Terms and Conditions. In case of a conflict between the standard Terms and Conditions and these terms and conditions, these terms and conditions will control.	
Rate	You selected a variable rate. For your first 12 months (" <u>Term</u> "), your rate will be 5% below your applicable Viridian Energy Utility Price Index (" <u>UPI</u> ") (" <u>Minus 5 Plan</u> "). After your Term, as long as you continue to pay for a Bundled Product, you will continue to receive the Minus 5 Plan, but if you do not continue to pay for a Bundled Product, you will receive Viridian Energy's Holdover Rate which is Viridian's then current month-to-month variable rate (" <u>Holdover Rate</u> "); <i>provided that</i> , commencing at the end of your Term, if you have not selected a Bundled Product, you will be provided a grace period equal to three billing cycles, not to exceed ninety (90) days (" <u>Grace Period</u> "), in which your rate will be capped at a variable monthly rate that does not exceed twenty percent over each applicable monthly UPI (" <u>Grace Period Rate</u> "). If you have not paid for a Bundled Product by the end of the Grace Period, you will be charged the Holdover Rate. Your purchase of Bundled Products only applies prospectively, never retroactively and your Minus 5 rate will be applied on your next available meter read. The Minus 5 Plan may be discontinued with 30 days notice to you.
Term; Termination Fee	The Term of the Minus 5 Rate commences on the date that your Utility processes your switch request (" <u>Flow Date</u> ") and ends after your 12 th month of service on the applicable meter read date (" <u>Term</u> "). The Company reserves the right, in its sole discretion, with 30 days prior written notice to you, to discontinue the Minus 5 Plan. The Termination Fee for the Minus 5 Plan is \$150.
Renewal	A renewal notice will be sent to between thirty days (30) and sixty (60) days prior to the end of your Minus 5 Plan Term. You must pay for a Bundled Product offered at such time to continue to receive the Minus 5 Plan. If you fail to take action to ensure the continued receipt of the Minus 5 Plan, you will automatically continue to be served by Viridian Energy on the Holdover Rate on a month-to-month basis unless you select another product or retail energy supplier. You always have the option to choose another plan should this occur.
Definitions	" <u>Utility Price Index</u> " or " <u>UPI</u> " is Company's best-effort approximation of your utility's current energy rate, using information from public rate filings, utility billing calculation methodologies and timing, meter read practices, and assumptions regarding average customer usage and utility rate classes. It does not account for all such possible variations and Company's UPI calculations shall be final. The UPI is published monthly by Company, and available at http://www.3domindex.com/RateIndex/UtilityPriceIndex .
Bundled Product	Viridian Energy will offer various Bundled Products at different times. The terms and conditions for each Viridian Energy Bundled Product can be found at http://www.viridian.com/pdfs/ResponsibleEnergyProducts-TermsConditions-English.pdf .
Residential Customers Only	The Minus 5 Plan is only available to residential customers. By submitting your enrollment form, you are affirming to Company you are a residential customer and not a Small Commercial or a large commercial customer. In the event your representation is incorrect or false, Company has the right to take any combination of the following actions: (i) immediately terminate you; (ii) change your rate to the Company's then current Small Commercial or large commercial rate, as applicable; (iii) offset or collect any discount provided to you that you were not entitled to; and (iv) collect any fees incurred in remediating the false representation.

TERM FREE INDEX PLAN	
If you have chosen the Term Free Index Plan, the following terms and conditions will apply in addition to the standard Terms and Conditions. In case of a conflict between the standard Terms and Conditions and these terms and conditions, these terms and conditions will control.	
Rate	Your Term Free Index Rate is comprised of two components: (i) the Viridian Energy Index Rate, and (ii) the Retail Adder. Both can vary monthly and are published online for your reference at http://www.3domindex.com/RateIndex/RetailAdder .
Term; Termination Fee	The Term of the Term Free Index Plan commences on the date that your Utility processes your switch request (" <u>Flow Date</u> ") and ends on either (i) the day your selection of another Viridian rate plan is processed by your Utility or (ii) the day that your Utility processes your termination request (" <u>Term</u> "). There is no Termination Fee if you terminate.
No Rebate	The Term Free Index Plan does not offer any rebate.

3DOM FIXED RATE PLAN

If you have chosen the 3DOM Fixed Rate Plan, the following terms and conditions will apply in addition to the standard Terms and Conditions. In case of a conflict between the standard Terms and Conditions and these terms and conditions, these terms and conditions will control.

Rate	Your 3DOM Fixed Rate is the Fixed Rate provided in your Enrollment Documentation.
Term; Termination Fee	The Term of 3DOM Fixed Rate Plan commences on the date that your Utility processes your switch request (" <u>Flow Date</u> ") and ends on the last day of the month and applicable year in your Enrollment Documentation or applicable meter read date (" <u>Term</u> "). If you terminate after the Rescission Period and before the end of the Term, a Termination Fee will apply for each Service. For residential customers, the Termination Fee is as listed in your Enrollment Documentation; for small business customers, the Termination Fee is listed in Section 5.b above. The Company reserves the right, in its sole discretion, with prior written notice to you, to discontinue any product. In the event that, for any reason, Company discontinues this product prior to the end of your Term: (i) you will not be responsible for a Termination Fee, and (ii) you will still be eligible to receive a Rebate, as applicable, calculated on such shortened term.
Rebate	<p>The 3DOM Fixed Rate Plan is backed by a rebate ("<u>Rebate</u>"). The terms of the Rebate are:</p> <p><u>Rebate Eligibility</u></p> <p>1. <u>Rebate Form: Good Standing</u>. No later than thirty (30) days prior to the end of your Term, you will be provided a Mail-in Rebate ("<u>MIR</u>") card. You must return the MIR card within thirty (30) days, fully completed, to be eligible to receive a Rebate. Your account must be in Good Standing to receive a Rebate and additional terms and conditions may apply, please check your MIR card and the http://customercare.viridian.com/.</p> <p>2. <u>Payment Comparison</u>. For each Service Company will calculate whether or not a Rebate is due to you based on the following: (a) Company will review what you paid in the aggregate over the Term on the 3DOM Fixed Rate Plan, and (b) compare it to what you would have paid over the Term using the applicable Utility Price Index. If this calculation shows that you paid more on the 3DOM Fixed Rate Plan (such amount, the "<u>Overpaid Amount</u>"), a Rebate will be paid to you.</p> <p><u>Rebate Calculation</u></p> <p>For each Service, the amount of the Rebate paid to you will be the Calculated Refund Amount. In the event that the Usage Limit Amount is less than the Calculated Refund Amount, the Usage Limit Amount will be paid to you.</p> <p><u>Definitions</u></p> <p>"<u>Calculated Refund Amount</u>" means the Overpaid Amount multiplied by 110%.</p> <p>"<u>Good Standing</u>" means that your account is up to date on all payments at the time of the Rebate calculation, and such other criteria as may be published at the Company's website.</p> <p>"<u>Usage Limit Amount</u>" means the dollar amount equal to: (i) the total kWh, or ccfs/therms, as the case may be, account usage you used during your Term, multiplied by (ii) one cent for electricity, or ten cents for gas.</p> <p>"<u>Utility Price Index</u>" or "<u>UPI</u>" is Company's best-effort approximation of your utility's current energy rate, using information from public rate filings, utility billing calculation methodologies and timing, meter read practices, and assumptions regarding average customer usage and utility rate classes. It does not account for all such possible variations and Company's UPI calculations shall be final. The UPI is published monthly by Company, and available at http://www.3domindex.com/RateIndex/UtilityPriceIndex.</p>

Please note the following social services agencies that Viridian will provide to a customer:

- **2-1-1 is an easy to remember telephone number that connects callers, at no cost, to information about critical health and human services available in their community.**
- **Financial Assistance to Needy Families**
Call at (603) 271-9700
- **New Hampshire Electric Assistance Program**
To apply call your local community action agency, a list can be found at <https://www.puc.nh.gov/consumer/communityactionagencies.htm>
- **Fuel Assistance Program**
To apply call your local community action agency, a list can be found at <https://www.puc.nh.gov/consumer/communityactionagencies.htm>
- **Neighbors Helping Neighbors**
They can be contacted at <http://www.nhnfund.org/contact/>
- **Weatherization Assistance Program (WAP):**
To apply call your local community action agency, a list can be found at <https://www.puc.nh.gov/consumer/communityactionagencies.htm>



6469 102nd Avenue North, Pinellas Park, FL 33782
<<CurrentDate>>

<<CustomerName>>
<<AddressLn1>>
<<City>>, <<State>> <<Zip>>

Dear <<CustomerName>>,

Thank you for choosing Viridian! We want you to know that our entire team is dedicated to making your experience with Viridian the best it can be.

We're a different kind of energy company. At Viridian, sustainability is not merely a word: It's our driving force. We're committed to providing our customers affordable, responsible energy choices and also to making communities cleaner, healthier places to live. Since 2009, Viridian and our customers have avoided releasing more than five billion pounds of harmful carbon emissions. To learn more about how we are making a measurable and important difference please visit viridian.com and click on Our Purpose.

What can you expect next?

Your application is currently being processed. Once all of your account information is verified, your service should be switched to Viridian in one to two billing cycles. You will be notified if there are any questions regarding your enrollment. A summary of your enrollment selections can be found to the right and please keep the terms of service we've enclosed for your reference.

When your Viridian Energy service begins, you will still receive one bill from your utility and pay the utility as you always have. Your utility will continue to provide the delivery of your energy as well as all necessary service, ensuring safety and reliability.

When it comes down to it, it's **Your Energy. Your Choice.**[™] Thank you for making the responsible energy choice with Viridian.

We all look forward to serving you for many years to come.

Sincerely,

M. Fallquist

Michael Fallquist, Founder & CEO

* Based on usage of 1,000 kWh per month. Equivalencies are computed using the EPA Greenhouse Gas Equivalencies Calculator.

To access the rate for your next billing period please visit enroll.viridian.com/next-months-rate

You have enrolled for the following rate plans:

ELECTRICITY

<<ProductType_E>>

- Your utility: <<Utility_E>>
- Rate plan: <<RatePlan_E>>
- Early Termination Fee: <<ETF_E>>
- Rate: <<Rate_E>>
- Term: <<Term_E>>
<<RetailAdderLabel_E>> <<RetailAdder_E>>
<<ThroughDateLabel_E>> <<ThroughDate_E>>

<<Section1_E>> <<Section2_E>>

Viridian's rates for our energy products may be higher or lower than the supply rates charged by your utility.* Please visit www.viridian.com for more information regarding current supply prices and updates.

** Certain utilities pro-rate rates, so you may see a blended rate on your bill.

<<ThroughDate_Footer>>