

## Electricity Purchase and Sale Terms and Conditions

Integrus Energy Services, Inc. ("Seller") and Buyer identified in Section 11 ("Buyer") (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of the date signed by Buyer (the "Effective Date"):

**1. Initial Term; Renewal:** This Agreement shall become binding on the Effective Date, however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) successful enrollment by the Utility identified in Section 11 (the "Utility") of the Utility accounts identified in Section 11 (the "Accounts") and (b) the passage of the Rescission Period (defined in Section 2) without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility the Accounts, as determined by the Utility and the New Hampshire Public Utilities Commission ("PUC"), to take from a retail electric supplier, (ii) Seller's determination, in its sole discretion, of price availability and that Buyer meets Seller's credit standards, and (iii) the accuracy and completeness of the information submitted in Section 11. Service shall not commence until the later of (a) the Initial Term Start Month or (b) the first meter read date following successful enrollment by the Utility, and shall remain in effect through the Initial Term End Month identified in Section 11 below ("Initial Term"), unless terminated pursuant to the terms of this Agreement. **After the Initial Term, service shall continue on a billing cycle-to-billing cycle basis at a variable market rate reasonably determined by Seller** unless (i) terminated by either Party giving 30 days written notice prior to the end of the Initial Term, or (ii) Buyer and Seller agree to a new price and term as evidenced by a fully executed agreement between the Parties. After the Initial Term, service continuing on a billing cycle-to-billing cycle basis may be terminated by either Party giving 30 days written notice to the other Party.

**2. Rescission Period:** Buyer has (a) 3 business days from receipt of the Terms of Service document ("TOS") provided by Seller if the TOS are delivered by personally or electronically or (b) 5 business days from the postmark date of the TOS if sent by US first class mail.

**3. Price:** For each billing cycle of Initial Term, Buyer shall pay the Fixed Rate per kWh identified in Section 11, multiplied by the billing cycle usage for the Accounts. The Fixed Rate does not include other costs, including the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. Both Parties recognize that Seller's charges include tariff charges that are set forth by the Utility, transmission provider, regional transmission organization or independent system operator ("RTO/ISO"), the Federal Energy Regulatory Commission, the PUC, and/or any other state or governmental agency having jurisdiction (each an "Authorized Entity"). Seller may pass through to Buyer, without markup as a separate line item or as an updated Fixed Rate, (a) any increase in such tariff charges or (b) other increase in Seller's cost to provide electricity that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of, tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable. Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller, but Buyer will not be charged separately by Seller for a switching fee.

**4. Billing, Payment and Credit Requirements:**

**a. Billing:** Buyer will be invoiced by the Utility for both Seller's charges and the Utility's delivery charges. Such billing and payment (including fees associated with late payments) shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller's charges or credits not invoiced through the Utility (including early termination fees pursuant to Section 7) shall be invoiced or credited, respectively, directly by Seller and the requirements of Section 4(a) shall apply. After the Initial Term, Seller may invoice Buyer's Accounts directly.

**b. Credit Requirements:** If at any time during the Initial Term Buyer fails to pay timely or fails to meet Seller's credit standards, Seller may request that Buyer pay a deposit within 3 business days of Seller's request in an amount not to exceed (a) two times the highest month's estimated invoice amount in the past 12 months, plus (b) any mark to

market exposure associated with this Agreement. Interest will not be paid on cash deposits. If this Agreement is terminated, any deposit may be applied to past due amounts or outstanding invoices and any excess will be returned to Buyer (if applicable) once all obligations to Seller have been fully satisfied.

**5. Taxes:** Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

**6. Limitations:** ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

**7. Termination; Remedies:** Seller may terminate Buyer's service under this Agreement for non-payment with at least 10 business days' written notice. In the event (1) Buyer terminates this Agreement with respect to an Account by failing to take electricity for such Account before the end of the Initial Term (except as permitted in this Agreement) or (2) Seller terminates this Agreement as a result of Buyer's default under the terms of this Agreement and (b) the price for the re-sale of energy, capacity and other components at which Seller re-sells or could re-sell, less any associated costs reasonably incurred by Seller is less than the Fixed Rate ("Positive Difference"), Seller's sole and exclusive remedy shall be that Buyer pay early termination fees in the amount of such Positive Difference multiplied by the remaining quantity for the remainder of the Initial Term. For the purposes of determining the "remaining quantity", Seller's forecasted quantity for the remaining portion of the Initial Term shall be used, with such forecasted quantity being derived by Seller from the Account(s)' historical usage as of the date of this Agreement. Seller shall act in good faith and in a commercially reasonable manner when determining the price at which power could have been resold. The Parties expressly acknowledge that if Buyer defaults, damages would be difficult to ascertain and quantify and agree that this provision for calculating damages is reasonable in light of the anticipated or actual harm and is not a penalty.

**8. Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or RTO/ISO.

**9. Questions, Complaints and Concerns:** Buyer may contact Seller between 8am and 5pm Monday through Friday Eastern prevailing time, except holidays, at 1-800-536-1349. Seller's mailing address is 1750 Elm Street, #800, Manchester, NH 03104, and its website is [www.integrysenergy.com](http://www.integrysenergy.com). In the event of a dispute, Buyer should contact Seller's customer service department to discuss the complaint. If the matter is not resolved or for other questions, Buyer may contact the New Hampshire Public Utilities Commission (NH PUC) by calling its Consumer Affairs Division at 1-800-852-3793 Monday through Friday between 8:00am and 4:30pm, or by writing to the PUC at Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord, NH 03301-2429 by visiting <http://www.puc.nh.gov/ConsumerAffairsForms/complaintfrm.aspx>.

**10. Miscellaneous:** Buyer hereby authorizes the Utility to release data to Seller regarding Buyer's historical or current billing and usage data. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire and any applicable Utility tariffs. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the interconnect between the applicable RTO/ISO's transmission system and the Utility's distribution system. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior

written consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (b) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (c) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, and (d) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, and (e) each Party further agrees to waive the right to assert that the other Party is a provider of last resort. This Agreement shall only be amended in a writing signed by both Parties. By agreeing to the terms and conditions herein, each individual additionally warrants that he or she is authorized to enter into this Agreement on behalf of the Party and Accounts for which it was made. Buyer should contact the Utility in the event of an electricity emergency.

**11. Buyer Information:**

<b>Buyer's Name:</b>		<b>Utility:</b>		
<b>Initial Term Start Date: first available meter read in</b> 20		<b>Initial Term End Date: latest meter read in</b> 20		
<b>Buyer's Phone Number:</b>		<b>Buyer's E-mail:</b>		
<b>Utility Account Number/POD ID</b>	<b>Service Address</b>	<b>Notices Address</b> *if different from Service Address:	<b>Fixed Rate in \$/kWh</b>	<b>Buyer's initials acknowledging Fixed Rate at left</b>

**IN WITNESS WHEREOF**, Buyer has duly executed this Agreement on the date set forth below. *By completing and signing below, Buyer authorizes enrollment and requests to change its current electricity supplier to Integrys Energy Services, Inc. Buyer has read and agrees to these terms and conditions (version #11-2012 NH – Res/Small C&I).*

<b>Buyer:</b> _____ <b>Signature:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	<b>Seller: Integrys Energy Services, Inc.</b> <b>Signature:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____
---	---

Initials of current agent (if any): \_\_\_\_\_

***Terms of Service for Electricity Supply ("TOS") from Integrys Energy Services, Inc. ("Seller")***

**Address of supplier:** 1750 Elm Street, #800, Manchester, NH 03104

**Average price per kWh:** \$0.RATE per kWh, subject to changes a result of a change in tariff or law pursuant to section 3 of the Electricity Purchase and Sale Terms and Conditions ("Agreement"). Seller's Fixed Rate does not include other costs, including the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and Taxes (as identified in section 5 of the Agreement).

**Confidentiality:** Seller shall not release confidential customer information without written authorization from Buyer, unless otherwise required by law. "Confidential customer information" includes, without limitation, Buyer's name, address, e-mail address, telephone number, and any individual customer payment information.

**Deposit Requirements:** If at any time during the Initial Term Buyer fails to pay timely or fails to meet Seller's credit standards, Seller may request that Buyer pay a deposit within 3 business days of Seller's request in an amount not to exceed (a) two times the highest month's estimated invoice amount in the past 12 months, plus (b) any mark to market exposure associated with this Agreement. Interest will not be paid on cash deposits.

**Dispute Resolution:** Buyer may contact Seller between 8am and 5pm Monday through Friday Eastern prevailing time, except holidays, at 1-800-536-1349 to discuss a dispute or write to Seller at the address above. Buyer should contact Seller's customer service department to discuss the complaint. If the matter is not resolved or for other questions, Buyer may contact the New Hampshire Public Utilities Commission (NH PUC) by calling its Consumer Affairs Division at 1-800-852-3793 Monday through Friday between 8am and 4:30pm, or by writing to the PUC at Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord NH 03301-2429 by visiting <http://www.puc.nh.gov/ConsumerAffairsForms/complaintfrm.aspx>.

**Do-Not-Call Registry:** The National Do Not Call Registry provides a choice about whether to receive telemarketing calls at home. Most telemarketers should not call your number once it has been on the registry for 31 days. To file a complaint or to place your number on the list, visit <https://www.donotcall.gov>.

**Duration of Agreement:** From the later of (a) the **Month/Year** meter read or (b) the first meter read date following successful enrollment by the Utility, through the **Month/Year** meter read. Your agreement will renew in accordance with the terms of the Agreement.

**Early Termination Fees:** During the Initial Term, if the price for the re-sale of energy, capacity and other components at which Seller re-sells or could re-sell, less any associated costs reasonably incurred by Seller is less than the Fixed Rate ("Positive Difference"), Seller's sole and exclusive remedy shall be that Buyer pay early termination fees in the amount of such Positive Difference multiplied by the remaining quantity for the remainder of the Initial Term.

**Payment Terms:** Since Seller's charges will appear on the utility's invoice, the due date, late payment charges, and other payment provisions shall be dictated by the terms of the applicable utility tariff. Please see the Utility's invoice for contact information.

**Rescission:** To rescind authorization, Buyer has (a) 3 business days from receipt of these TOS if the TOS are delivered by personally or electronically or (b) 5 business days from the postmark date of these TOS if sent by US first class mail.

**Social Services Agencies and Programs available to eligible customers by third parties and not provided or administered by Seller):**

- Contact Community Action Committee at <http://www.nh.gov/oep/programs/fuelassistance/contact.htm> for Fuel Assistance Program (Low Income Home Energy Assistance Program), Neighbor Helping Neighbor (Energy assistance), Electric Assistance Program (Assistance in paying your electric bill), Weatherization Assistance Program (Free and reduced-cost weatherization services)
- National Grid territory: visit [http://www2.nationalgridus.com/index\\_nh.jsp](http://www2.nationalgridus.com/index_nh.jsp) for Discount Rate, Fuel Assistance, Energy Efficiency Program, Neighbor Helping Neighbor Fund.
- PSNH territory: visit at <http://www.psnh.com> for Energy Star Lighting, Energy Star Appliance, Cost-Cutting, Energy Star rated systems, Net Metering, Incentives
- Unitil territory: visit <http://www.unitil.com> for Home Energy Assistance Program, Neighbor Helping Neighbor, Energy Star, Energy Lighting, Energy Appliance

**Please retain these TOS for your records**, which are required by the New Hampshire Code of Administrative Rules part 2004. Please see the Agreement for full details of the transaction.