

# *Agera Energy LLC*

## **Residential Customer Electricity Agreement – New Hampshire**

### Terms and Conditions

**1. Agreement.** Agera Energy LLC (“Agera Energy”) agrees to sell and provide, and you, Customer, agree to buy and receive, the quantity of electricity necessary to meet your full requirements during the term of this Agreement as reflected in the electricity consumption data provided to Agera Energy or as directed by your Local Distribution Utility (“LDU”), subject to the eligibility requirements of your local LDU and acceptance by Agera Energy. You represent that you are at least 18 years old and fully authorized to enter into this Agreement.

**2. Services.** Agera Energy will supply electricity for your home. Agera Energy is a competitive retail electric supplier and is not your LDU. This Agreement, the Disclosure Statement, the Enrollment Form or Welcome Letter, and any Renewal Notice (if applicable) reflect your entire Agreement (the “Agreement”) with Agera Energy and supercede any oral or written statements made in connection with this Agreement or your electricity supply. Any changes to this Agreement must be made in writing and signed by both parties. Your LDU will continue to send electricity to your home, read your meter, make repairs, and send a bill. The LDU will also respond to emergencies and provide other traditional utility services. The electricity that you buy from Agera Energy will be billed by the LDU along with the LDU’s charges for transmission and delivery. You acknowledge that you are not required to switch your electricity to Agera Energy, and that you have a right to change to another Competitive Electric Power Supplier (“CEPS”), subject to the terms and conditions set forth herein.

**3. Term.** Agera Energy will begin supplying your electricity on the effective date that the LDU switches your account to Agera Energy. The Agreement will continue for the Term specified on your Enrollment Form or Welcome Letter, unless the Agreement is renewed.

**4. Price.** Each month you will pay your bill for electricity, which will be calculated by multiplying: the applicable rate of electricity per kilowatt hour (kWh), which shall be calculated as set forth in the Disclosure Statement (the “Contract Price”), by the amount of electricity used during the billing cycle, plus any other fees that apply to your rate plan, applicable taxes, fees, and charges levied by your LDU for distribution and other services. If a Fixed Rate, the Contract Price includes any credit costs, margin, or costs associated with meeting Renewable Portfolio Standards (“RPS”) at the levels required by currently applicable law unless otherwise stated below. The Contract Price 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. The Contract Price may be higher or lower than the LDU’s rate in any given month. Cancellation fees may apply if you terminate this Agreement prior to the end of your Term.

#### **Fixed Term Options**

- **Fixed Rate.** If you selected a fixed rate plan, the Contract Price per kWh for electricity is indicated on your Enrollment Form or Welcome Letter and guaranteed not to change for the initial Term (“Fixed Price Plan”).
- **Cap Rate.** If you selected a Cap Rate Plan, your electricity rate will be established each month based upon such factors as the cost for energy at the Independent System Operator New England (“ISO”), including but not limited to energy, line losses, congestion charges, scheduling services, utility/ISO imposed administrative fees, “uplifted” imbalance charges, capacity and transmission charges, ancillary

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services, renewable energy certificates, hedging costs, and a retail adder. For your electricity usage during the cap period months as identified on your Enrollment Form, Welcome Letter, or Renewal Notice, as applicable (the "Cap Period"), your rate shall be capped at the Cap Rate also set forth therein (the "Cap Rate"). Your electricity rate shall not exceed the Cap Rate during the Cap Period. There is no cap on your electricity rate other than during the Cap Period.

### Variable Rate Plan Options

- **Variable Rate.** If you selected a Variable Rate, your rate will be established each month based upon such factors as the cost for energy at the ISO, including but not limited to energy, line losses, congestion charges, scheduling services, utility/ISO imposed administrative fees, "uplifted" imbalance charges, capacity and transmission charges, ancillary services, renewable energy certificates, hedging costs, and a retail adder (the "Variable Rate"). This is not a fixed term product. At any time, you may give 30 days' written notice to Agera Energy that you wish to cancel your Variable Rate service.
- **Variable Rate with Introductory Period.** If you selected a Variable Rate with an Introductory Period, your rate will be established each month based upon such factors as the cost for energy at the ISO, including but not limited to energy, line losses, congestion charges, scheduling services, utility/ISO imposed administrative fees, "uplifted" imbalance charges, capacity and transmission charges, ancillary services, renewable energy certificates, hedging costs, and either a fixed or variable retail adder. For your electricity usage during the introductory period identified on your Enrollment Form or Welcome Letter (the "Introductory Period"), your rate shall be set at the rate also set forth on your Enrollment Form or Welcome Letter (the "Introductory Rate"). This is not a fixed term product. At any time, you may give 30 days' written notice to Agera Energy that you wish to cancel your service under a Variable Rate with Introductory Period product.

**5. Renewal Notice; Notification of Changes.** At the end of your Term, your Agreement will automatically renew under either a new Fixed Term Plan (if offered) or at Agera Energy's monthly variable rate, until you notify Agera Energy that you wish to terminate. No later than 30 days prior to the end of the Term, Agera Energy will send you a notice of any change to the existing terms and conditions that will apply for your renewal. In the event you renew under Agera Energy's monthly variable rate, you may cancel at any time without paying a cancellation fee after completing the Term of your initial Agreement. Agera Energy will also send you written notice at least 30 days prior to making any material changes to this Agreement.

**6. Rescission and Termination.** You have the right to rescind a service request with Agera Energy without any exit fee or penalty of any kind for five (5) business days following the postmark date of this document, by calling Agera Energy at 1-844-692-4372 or by sending an email to: [customercare@ageraenergy.com](mailto:customercare@ageraenergy.com).

- **Early Termination Fee.** Fixed Rate and Cap Rate Customers who wish to terminate this Agreement after the five-day rescission period referenced above will be required to pay an early termination fee of \$100. The early termination fee is not a penalty, but is designed to compensate Agera Energy for the cost of buying electricity in advance on your behalf.
- **Timing of Termination.** It will take a reasonable amount of time for your LDU to process your service termination with Agera Energy. During that time, you agree to pay for the electricity you consume that is supplied by Agera Energy.
- **Change of Residence.** You may terminate this Agreement without penalty if you relocate outside Agera Energy's service area or into an area where Agera Energy charges a different price.

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**7. Billing and Payment.** You will receive a single bill from the LDU that contains Agera Energy charges for electric supply as well as the LDU's charges for the delivery of such electricity. You agree to pay all amounts invoiced by the LDU. If you do not pay your bill, you may be subject to a late payment fee as determined by the LDU, and you may be subject to termination of your electricity service under the LDU's tariff as approved by the Public Service Commission. You may be held responsible for reimbursing the LDU for any collection fees incurred in collecting your outstanding invoices. Agera Energy reserves the right to adjust amounts invoiced based upon supplemental or additional data that Agera Energy may receive from the LDU or ISO.

**8. Bill Payment Assistance.** If you are a low income customer and are having difficulty paying your bill, there may be some assistance programs available to you. Please visit [www.oca.nh.gov/assistanceprograms.htm](http://www.oca.nh.gov/assistanceprograms.htm) to learn more about programs like Low Income Heating Assistance Program (LIHEAP) or the Electric Assistance Program (EAP), or call the Consumer Affairs Division of the Public Utilities Commission at 1-800-852-3793.

**9. Dispute Resolution.** If you have a question about your bill (s) you may contact Agera Energy by calling Customer Care at 844-692-4372, M-F 8 a.m. – 6 p.m. EST; by sending a letter to: Agera Energy, 555 Pleasantville Road Suite 107-S, Briarcliff Manor NY 10510 or by sending an email to: [customercare@ageraenergy.com](mailto:customercare@ageraenergy.com). Agera Energy representatives in good faith will use reasonable efforts to reach a mutually satisfactory resolution. If you are still not satisfied, you may contact a Agera Energy supervisor, who will respond promptly. If a dispute still cannot be resolved, you may appeal to the PUC's Consumer Affairs Division by calling 1-800-852-3793.

**10. Limitation of Liability and Warranty.** AGERA ENERGY WILL PROVIDE ELECTRIC ENERGY TO YOU THROUGHOUT THE TERM OF THIS AGREEMENT. THE PARTIES UNDERSTAND AND ACKNOWLEDGE, HOWEVER, THAT NEITHER PARTY CONTROLS NOR PHYSICALLY TAKES POSSESSION OF THE ELECTRIC ENERGY PRIOR TO DELIVERY TO YOUR HOME. THEREFORE, NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY DAMAGES ASSOCIATED WITH FAILING TO DELIVER THE ELECTRIC ENERGY NOR FOR ANY DAMAGES IT MAY CAUSE PRIOR TO DELIVERY TO YOUR HOME. AGERA ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES WHATSOEVER. AGERA ENERGY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**11. Force Majeure/Excuse.** Agera Energy will not be responsible for supplying electricity to you in the event of circumstances beyond its control such as events of Force Majeure (as defined by the LDU or any transmission/distribution entity), including but not limited to: acts of terrorism, sabotage, or acts of God. If there is a change in any law, rule, or pricing structure, including but not limited to Locational Installed Capacity, which results in Agera Energy being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Agera Energy may terminate the Agreement.

**12. Authorization for Information Release.** You authorize Agera Energy to obtain your usage and/or payment history and credit information from credit reporting agencies. Attempted enrollment via the Internet or via approved telephonic means shall constitute authorization for the release of this information to Agera Energy. You may rescind this authorization at any time by contacting Agera Energy. Agera Energy may refuse to accept you as a customer if your credit score does not meet or exceed its enrollment criteria. If you are accepted as a customer, Agera Energy may report your payment experience to credit reporting agencies. Agera Energy shall not release your confidential information without written authorization from you along with a statement,

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