



NHPUC 21DEC'15AM10:18

December 18, 2015

Executive Director
NHPUC
21 South Fruit St, Suite 10
Concord, NH 03301

RE: DM ~~14-298~~ 15-480

Dear Executive Director,

Agera Energy LLC ("Agera") is submitting a copy of its residential and small commercial electric contracts. These copies have been approved by the New Hampshire Public Utilities Commission.

Sincerely,

Michael Nordlicht, General Counsel



Terms and Conditions

New Hampshire Small Commercial Electricity

1. Agreement to Sell and Purchase Energy. This is an agreement between Agera Energy LLC (“Agera”), a Competitive Electric Power Supplier (CEPS), and the undersigned customer (“Customer”) under which Customer shall initiate electricity service and begin enrollment with Agera (the “Agreement”). Subject to the terms and conditions of this Agreement, Agera agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Agera, necessary to meet Customer’s requirements based upon consumption data obtained by Agera or the delivery schedule of the Local Electric Utility (the “LEU”). Agera is not affiliated with and does not represent the LEU. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Agera or the LEU’s delivery schedule. Any discrepancy between actual usage and estimated usage will be reconciled by the next billing cycle. The LEU will continue to deliver the electricity supplied by Agera.

2. Term. The Term is set forth on the Customer Disclosure Statement. This Agreement shall commence on the meter read date following the submission of an EDI enroll transaction to the LEU provided the LEU receives the transaction 48 hours prior to the next meter read date, and shall continue thereafter for the number of month(s) set forth on the Customer Disclosure Statement (the “Initial Term”). During the Initial Term Customer makes a commitment to purchase from Agera. Customer has a right to change CEPS subject to the terms of this agreement.

Unless otherwise agreed to, upon completion of the Initial Term, the Fixed Rate Full Requirement Agreement will renew on a month-to-month basis with a monthly variable rate methodology as set forth in Section 19 herein; and the Variable Rate Plus Fixed Rate Adder Agreement and a Three for All Agreement will renew on a month-to-month basis as a Variable Rate Plus Fixed Cost Adder effective at the time or renewal, with no change to the remaining items (the “Renewal Term”). At least 30 days and no more than 60 days prior to the renewal date, Agera will notify Customers in writing of the terms of renewal of this Agreement and the Customer’s right to renew, reject or renegotiate the Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the term, and Agera may cancel or terminate this Agreement by providing 30 days **advance written notice of termination to the other party.**

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be as set forth in the Customer Disclosure Statement. The LEU will separately bill for, and Customer will be obligated to pay, all LEU delivery related rates and charges.

If there is a material adverse change in the business or financial condition of Customer (as determined by Agera at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to

any other remedies that it may have, Agera may terminate this Agreement upon 15 days’ written notice to Customer.

Customer shall have 3 business days from the date of electronic or personal delivery of this terms of service to rescind authorization under this Agreement. Customers receiving the terms of service statement via the United States postal Service shall have 5 business days from the postmarked date to rescind authorization under this Agreement. If Customer terminates this Agreement prior to the end of the Initial Term or if Agera terminates this Agreement due to Customer’s breach, the Customer shall pay Agera, in addition to any other applicable charges, a termination fee described in the Customer Disclosure Statement. You will either receive energy-related invoices issued by LEU (“Consolidated Billing”) or Agera (“Dual Billing”) as specified above. If billed by the LEU, terms are defined by the LEU’s tariff; if billed by Agera, net terms are 25 days. For all “Dual Billing” options, customer will receive a bill for delivery costs from the LEU and a bill from Agera for energy-related costs. Failure by a commercial customer to make full payment of Agera charges due on any consolidated bill prepared by the LEU for Agera will be grounds for termination of service subject to the States rules and regulations. For “Dual Bill” options, Agera will invoice Customer monthly for electricity supplied under this Agreement, as measured by the LEU. Under Dual Billing, Customer will pay each invoice in full within 25 days of the invoice date or be subject to a late payment charge of 1.5% per month. Under Consolidated Billing, Customers will be subject to the late payment charge of the LEU responsible for billing Customer. In the event of failure to pay for timely invoiced services rendered, Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys’ fees (if suit is filed) and reasonable collection agency fees. A \$35 fee will be charged for all returned payments. Customer shall make all payments due to the appropriate deposit account, subject to change upon notice to Customer.

Agera’s price does not include other costs, including, but not limited to, the price of transmission and distribution, the system benefits charge, the stranded cost recovery charge, and taxes.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Agera. Agera may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the New Hampshire Public Utilities Commission (NHPUC) pursuant to PUC 2004.05 upon providing 14 days notice to customer.

5. Information Release Authorization. Customer authorizes Agera to obtain and review information regarding Customer’s credit history, and the following information: Customer name, email address, telephone number, address consumption history; billing determinants; account number; and credit information from

credit reporting agencies. This information may be used by Agera to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Agera. Agera shall not release confidential customer information without written authorization from the customer. Customer also authorizes Agera to obtain information related to payment arrangements and budget billing arrangements from the LEU. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Agera or by calling Agera at 1.844.692.4372. Agera reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

6. Consumer Protections. The services provided by Agera to Customer are governed by the terms and conditions of this Agreement. Agera will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Agera, Customer may be subject to suspension of distribution service under procedures approved by the NHPUC.

In the event of a billing dispute or disagreement involving Agera's service, Customer should contact Agera's Customer Service Center. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity.

Your LEU may have programs available to low income customers. For a list of social service agencies offering bill assistance please call Agera Energy or the Public Utilities Commission using the contact information below:

Customer may obtain additional information by contacting Agera at 1.844.692.4372 Monday through Friday 8:30 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Agera at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at customer@ageraenergy.com. Customer may contact the commission if they have any questions about their rights and responsibilities by calling the Public Utilities Commission, Consumer Affairs Division at (800)-852-3793 or (800)-735-2964 (TDD Access Relay NH), or writing to the Commission at 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429.

7. Final Bill. Customer is liable for all Agera charges until Customer returns to the LEU or goes to another supplier. A final bill will be rendered upon receipt of the meter read from the LEU, or if access is unavailable, an estimate of consumption will be used in the final bill, which will be tried up subsequent to the final meter reading.

8. Agera Energy: Customer hereby designates Agera as agent to; (a) arrange and administer contracts and service agreements between Customer and Agera and those entities including the New England Independent System Operator ("NEISO") engaged

in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LEU for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Agera as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LEU and in response to information provided by the LEU. The Delivery Points for the electricity will be a point at the NEISO Agera load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

9. Title. Customer and Agera agree that title to, control of, and risk of loss to the electricity supplied by Agera under this Agreement will transfer from Agera to Customer at the Delivery Point(s).

10. Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Agera. Agera makes no representations or warranties other than those expressly set forth in this Agreement. Agera expressly disclaims all other warranties, express or implied.

11. Force Majeure. Agera will make commercially reasonable efforts to provide electricity hereunder but Agera does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Agera including but not limited to inclement weather, war, or strike ("Force Majeure Events") may result in interruptions in service. Agera will not be liable for any such interruptions caused by a Force Majeure Event, and Agera is not and shall not be liable for damages caused by Force Majeure Events.

12. Liability. The remedy in any claim or suit by Customer against Agera will be solely limited to direct actual damages, or any remedy available to Customer under the regulations of the NHPUC. All other remedies at law or in equity are hereby waived. In no event will either Agera or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

13. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to Customer against Agera will be solely limited to direct enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New Hampshire. This 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.

14. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Agera's net income, shall be paid by Customer, and Customer agrees to indemnify Agera and hold Agera harmless from and against any and all such taxes.

15. Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Agera shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

16. Emergency Service. In the event of an electric emergency or service interruption you should immediately call your local utility and emergency personnel.

17. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

18. Fixed Rate. Shall remain constant during the Initial Term. This rate includes the fees associated with providing electric services

such as capacity, transmission costs, ancillaries, and delivery costs plus all other applicable taxes, fees, charges or assessment. Customer is subject to additional charges by the LEU.

19. Electric Variable-Monthly Rate. Shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Agera's costs, expenses and margins. There is no limit to rate variability.

20. Do Not Call Registry. The National Do Not call Registry is managed by the Federal Trade Commission, the nation's consumer protection agency, for those consumers who do not wish to be contacted by telephone. If you wish you may register a telephone by calling 888-382-1222.

21. Usage. You authorize Agera to access your historical usage records from your utility. You agree to notify Agera in writing whenever you have reason to believe your demand will depart materially from such historical usage for example, because of

Terms and Conditions

New Hampshire Residential Electricity

1. Agreement to Sell and Purchase Energy. This is an agreement between Agera Energy LLC ("Agera"), a Competitive Electric Power Supplier (CEPS), and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with Agera (the "Agreement"). Subject to the terms and conditions of this Agreement, Agera agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Agera, necessary to meet Customer's requirements based upon consumption data obtained by Agera or the delivery schedule of the Local Electric Utility (the "LEU"). Agera is not affiliated with and does not represent the LEU. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Agera or the LEU's delivery schedule. Any discrepancy between actual usage and estimated usage will be reconciled by the next billing cycle. The LEU will continue to deliver the electricity supplied by Agera.

2. Term. The Term is set forth on the Customer Disclosure Statement. This Agreement shall commence on the meter read date following the submission of an EDI enroll transaction to the LEU provided the LEU receives the transaction 48 hours prior to the next meter read date, and shall continue thereafter for the number of month(s) set forth on the Customer Disclosure Statement (the "Initial Term"). During the Initial Term Customer makes a commitment to purchase from Agera. Customer has a right to change CEPS subject to the terms of this agreement.

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If there is a material adverse change in the business or financial condition of Customer (as determined by Agera at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to

any other remedies that it may have, Agera may terminate this Agreement upon 15 days' written notice to Customer.

Customer shall have 3 business days from the date of electronic or personal delivery of this terms of service to rescind authorization under this Agreement. Customers receiving the terms of service statement via the United States postal Service shall have 5 business days from the postmarked date to rescind authorization under this Agreement. If Customer terminates this Agreement prior to the end of the Initial Term or if Agera terminates this Agreement due to Customer's breach, the Customer shall pay Agera, in addition to any other applicable charges, a termination fee described in the Customer Disclosure Statement. You will either receive energy-related invoices issued by LEU ("Consolidated Billing") or Agera ("Dual Billing") as specified above. If billed by the LEU, terms are defined by the LEU's tariff; if billed by Agera, net terms are 25 days. For all "Dual Billing" options, customer will receive a bill for delivery costs from the LEU and a bill from Agera for energy-related costs. Failure by a commercial customer to make full payment of Agera charges due on any consolidated bill prepared by the LEU for Agera will be grounds for termination of service subject to the States rules and regulations. For "Dual Bill" options, Agera will invoice Customer monthly for electricity supplied under this Agreement, as measured by the LEU. Under Dual Billing, Customer will pay each invoice in full within 25 days of the invoice date or be subject to a late payment charge of 1.5% per month. Under Consolidated Billing, Customers will be subject to the late payment charge of the LEU responsible for billing Customer. In the event of failure to pay for timely invoiced services rendered, Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys' fees (if suit is filed) and reasonable collection agency fees. A \$35 fee will be charged for all returned payments. Customer shall make all payments due to the appropriate deposit account, subject to change upon notice to Customer.

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12. Liability. The remedy in any claim or suit by Customer against Agera will be solely limited to direct actual damages, or any remedy available to Customer under the regulations of the NHPUC. All other remedies at law or in equity are hereby waived. In no event will either Agera or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

13. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to Customer against Agera will be solely limited to direct enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New Hampshire. This 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.

14. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Agera's net income, shall be paid by Customer, and Customer agrees to indemnify Agera and hold Agera harmless from and against any

and all such taxes.

15. Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Agera shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

16. Emergency Service. In the event of an electric emergency or service interruption you should immediately call your local utility and emergency personnel.

17. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

18. Fixed Rate. Shall remain constant during the Initial Term. This rate includes the fees associated with providing electric services such as capacity, transmission costs, ancillaries, and delivery costs plus all other applicable taxes, fees, charges or assessment.

Customer is subject to additional charges by the LEU. Agera reserves the right to pass through to Customer on the invoice either as a separate line item or reflected as part of the price of electricity, as required by law, rule, regulation, or LDC charge.

19. Electric Variable-Monthly Rate. Shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Agera's costs, expenses and margins.

20. Do Not Call Registry. The National Do Not call Registry is managed by the Federal Trade Commission, the nation's consumer protection agency, for those consumers who do not wish to be contacted by telephone. If you wish you may register a telephone by calling 888-382-1222.

21. Usage. You authorize Agera to access your historical usage records from your utility. You agree to notify Agera in writing whenever you have reason to believe your demand will depart materially from such historical usage for example, because of addition or reduction of equipment usage thereof, providing good faith estimates of such departures. In the event that your usage