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March 30, 2017

New Hampshire Public Utilities Commission
Debra Howland, Executive Director
21 South Fruit Street, Suite 10
Concord, N.H. 03301-2429

Sent via FedEx, Tracking Number: 778784560660

RE: Viridian Energy CEPS Registration Renewal

Ms. Howland,

Enclosed please find Viridian Energy's CEPS Registration Renewal including one original and two (2) copies. Additionally, please find the renewal fee check enclosed.

Please note Viridian Energy did complete testing with both Eversource and Unitil in 2016, however Viridian Energy has not yet begun servicing customers in New Hampshire.

If you have any questions, please do not hesitate to contact me by email at ccammarano@criusenergy.com or by phone at 203-883-7796.

Thank you!

Best,

A handwritten signature in blue ink, appearing to read "Carrie Cammarano".

Carrie Cammarano
Counsel

Renewal Registration of Competitive Electric Power Suppliers

As required by Puc 2003.01(a), Puc 2003.02(b) and Puc 2006.01, Viridian Energy, LLC submits the following:

(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, its website address;

Viridian Energy, LLC
www.viridian.com

(2) The applicant's business address, telephone number, e-mail address, and website address, as applicable;

Viridian Energy, LLC
535 Connecticut Avenue, 6th Floor
Norwalk, CT 06854
203-663-5089
bclay@criusenergy.com
www.viridian.com

(3) The applicant's place of incorporation, if anything other than an individual;

Viridian Energy, LLC is organized under the laws of Nevada.

(4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual;

Please see Exhibit 1.

(5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:

a. The name, business address and telephone number of the entity;

FairPoint Energy
535 Connecticut Avenue, 6th Floor
Norwalk, CT 06854
203-663-5089

b. A description of the business purpose of the entity; and

FairPoint Energy acts as a competitive electric power supplier in New Hampshire, operating under License Number: DM 14-024.

c. A description of any agreements with any affiliated New Hampshire utility;

N/A

(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;

Anthony Povio, Director, Customer Care Operations
6469 102nd Ave. North
Pinellas Park, FL 33782
727-399-6455
customercare@viridian.com

(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries;

Barbara Clay, Chief Legal Officer
535 Connecticut Avenue, 6th Floor
Norwalk, CT 06854
203-663-5079
bclay@criusenergy.com

(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;

Corporation Service Company d/b/a Lawyers Incorporating Service
14 Centre Street
Concord, NH 03301

(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;

Please see Exhibit 2.

(10) A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service;

Applicant intends to provide service to all possible utility franchise areas in New Hampshire.

(11) A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served;

Viridian Energy will supply electricity to residential, commercial, and industrial customers in New Hampshire as a Competitive Electric Power Supplier:

| Customer Class | Commodity | Product |
|-----------------------|------------------|-----------------|
| Residential | Electricity | Fixed, Variable |
| Commercial | Electricity | Fixed, Variable |
| Industrial | Electricity | Fixed, Variable |

(12) A listing of the states where the applicant currently conducts business relating to the sale of electricity;

Please see Exhibit 3.

(13) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity;

Please see Exhibit 4.

(14) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court:

- a. For partnerships, any of the general partners;
- b. For corporations, any of the officers, directors or controlling stockholders; or
- c. For limited liability companies, any of the managers or members;

Applicant nor any of the applicant's principals, have ever been convicted of any felony that has not been annulled by a court.

(15) A statement as to whether the applicant or any of the applicant's principals: regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;

- a. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or
- b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or
- c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

Please see Exhibit 5.

(16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;

Please see Exhibit 5.

(17) For those applicants intending to telemarket, a statement that the applicant shall:

- a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;
- b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and
- c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry;

(18) For those applicants that intend not to telemarket, a statement to that effect;

In the event Applicant engages in telemarketing, Applicant agrees to maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing, obtain monthly updated do-not-call lists from the National Do Not Call Registry, and not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry.

(19) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service;

Applicant intends to use the utility's billing service.

(20) A copy of each contract to be used for residential and small commercial customers;

Please see Exhibit 6.

(21) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and

Please see Exhibit 7.

(22) The signature of the applicant or its representative.

Please see Exhibit 7.

EXHIBIT 1

Question 4:

Name, Title, and Business Address of all Officers and Directors, Partners, or other similar Officials.

| Name | Title | Address |
|----------------------|--|--|
| Michael J. Fallquist | Chief Executive Officer | 535 Connecticut Avenue, 6 th Floor Norwalk, CT 06854 |
| Roop Bhullar | Chief Financial Officer | 535 Connecticut Avenue, 6 th Floor Norwalk, CT 06854 |
| Barbara Clay | Chief Legal Officer | 535 Connecticut Avenue, 6 th Floor Norwalk, CT 06854 |
| Chaitu Parikh | Chief Operating Officer | 535 Connecticut Avenue, 6 th Floor Norwalk, CT 06854 |
| Christian McArthur | Executive Vice President | 535 Connecticut Avenue, 6 th Floor Norwalk, CT 06854 |
| Robert Cantrell | Executive Vice President, Deregulated Energy | 2620 Technology Forest Blvd., The Woodlands, Texas 77381 |
| Patrick McCamley | Executive Vice President, Corporate Development | 535 Connecticut Avenue, 6 th Floor Norwalk, CT 06854 |
| Ravi Thuraisingham | Executive Vice President, Mergers & Acquisitions | 535 Connecticut Avenue, 6 th Floor Norwalk, CT 06854 |

EXHIBIT 2

Question 9:

A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;

Please see Exhibit 2.

EXHIBIT 3

Question 12:

A listing of the states where the applicant currently conducts business relating to the sale of electricity, other than New Hampshire;

Please see the following chart detailing the states in which Viridian Energy, LLC is licensed to provide electricity or has a license pending:

| | | | |
|-----------------------------|---------------|-----------------------------|----------|
| Viridian Energy, LLC | Connecticut | Docket #09-04-15 | Electric |
| | Massachusetts | License #CS-076 | Electric |
| | Rhode Island | Division Docket D-96-6 (P6) | Electric |

EXHIBIT 4

Question 13:

A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity;

Please see Exhibit 4.

EXHIBIT 5

Question 15:

A statement as to whether the applicant or any of the applicant's principals: regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;

a. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or

b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or

c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

(16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;

Viridian Energy, LLC – Connecticut, Docket #09-04-15RE03 (February 2015)

In February 2015, the Public Utilities Regulatory Authority (“PURA”) issued a decision noting that it had received consumer complaints alleging that 1) Viridian automatically renewed customers to a fixed rate contract at the end of a previous contract without customer consent and authorization; and 2) If the consumer cancelled during the renewed contract, an early termination fee was assessed. Viridian provided a response indicating that it complies with Conn. Gen. Stat. §16-245o(h)(8), which allows for auto-renewed fixed rate contracts and the assessment of early termination fees on these contracts. On August 12, 2015, PURA issued a final decision finding that Viridian made a good faith effort to comply with the regulations, and that the proceeding revealed there is a need for PURA to establish industry-wide standards so that all licensed electricity suppliers uniformly apply Conn. Gen. Stat. §16-245o(h)(8). PURA requested that Viridian refund all early termination fees where it could not pinpoint the exact date that the customer cancelled, and as a gesture of goodwill Viridian refunded all early termination fees collected from customers that had cancelled automatically renewed contracts.

Viridian Energy, LLC – Massachusetts Attorney General’s Office – Civil Investigative Demand (June 2015)

On June 2, 2015, the Massachusetts Attorney General’s Office (“AG’s Office”) served Viridian Energy with a Civil Investigative Demand. On June 24, 2015, Viridian met with the AG’s Office and discussed the AG’s Office’s concerns. Subsequently, Viridian began responding to discovery requests by the AG’s Office and continues to do so. The AG’s Office is focusing on a review of customers that were promised savings to ensure such customers realized these savings, fixed to variable renewals, disclosures of variable rates, and door-to-door practices. In March 2016, the AG’s Office sent a second set of questions, to which Viridian responded on March 28, 2016.

EXHIBIT 6

Question 20:

A copy of each contract to be used for residential and small commercial customers;

Please see Exhibit 6.

EXHIBIT 7

Question 21:

A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and

Please see Exhibit 7.



State of New Hampshire

Department of State



Accepted Date: **10/8/2015**
Business Name: **VIRIDIAN ENERGY, LLC**
Principal Office Address: **1055 Washington Blvd., 7th Floor, Stamford, CT, 06901, USA**

RE: Acceptance of Business Formation

This letter is to confirm the acceptance of the following business formation:

Business ID: **732960**
Tracking#: **3179085**
Effective Date: **10/07/2015**
Payment Transaction #: **36531**

To maintain your business registration in good standing, you must maintain a Registered Agent at all times. You must also file an annual report no later than April 1st of each year. To file your annual report please go to <http://www.sos.nh.gov/corporate/annualreport/>.

It is incumbent upon you to keep this office informed of address or email changes to ensure that all communications from our office reaches you. There is no charge for address changes.

Please visit our website for helpful information regarding all your business needs. If you require assistance or should you have any questions, you may contact the Corporation Division using the information provided below. Please reference your Business ID in your communication.

Thank you.
New Hampshire Department of State
Corporation Division



State of New Hampshire

Department of State

Filed
Date Filed: 10/07/2015
Effective Date: 10/07/2015
Business ID: 732960
William M. Gardner
Secretary of State

Form FLLC-1
RSA 304-C:175

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE LIMITED LIABILITY COMPANY LAWS, THE UNDERSIGNED HEREBY APPLIES FOR REGISTRATION TO TRANSACT BUSINESS IN NEW HAMPSHIRE AND FOR THAT PURPOSE SUBMITS THE FOLLOWING STATEMENT:

FIRST: The name of the limited liability company is

VIRIDIAN ENERGY, LLC

SECOND: The name which it proposes to register and do business in New Hampshire is

VIRIDIAN ENERGY, LLC

THIRD: It is formed under the laws of **Nevada**

FOURTH: The date of its formation is **03/30/2009**

DURATION: The period of duration is **Perpetual**

FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is

| NAICS CODE | NAICS SUBCODE |
|------------------|------------------------------------|
| Utilities | Electric Power Distribution |

SIXTH: The name of its registered agent **IN NEW HAMPSHIRE** is **Corporation Service Company D/b/a Lawyers Incorporating Serv** and the physical address, of its initial registered office **IN NEW HAMPSHIRE** is

14 Centre Street,, Concord, NH, 03301, USA

SEVENTH : The sale or offer for sale of any ownership interests in this business will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

PRINCIPAL OFFICE ADDRESS:

| PRINCIPAL OFFICE BUSINESS ADDRESS | PRINCIPAL OFFICE MAILING ADDRESS |
|---|---|
| 1055 Washington Blvd., 7th Floor, Stamford, CT, 06901, USA | 1055 Washington Blvd., 7th Floor, Stamford, CT, 06901, USA |

**APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY**Form FLLC-1
(Cont.)

VIRIDIAN ENERGY, LLC

CERTIFY:

By checking this box and continuing, each signatory certifies that the information provided herein is true, accurate, and complete to the best of his/her knowledge and belief, and that he/she has authorized the affixing of his/her electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (e-Sign) and N.H. RSA § 294-E. Further, each signatory understands that his/her electronic signature has full legal effect and enforceability and he/she intends this form, as signed, to be filed with the office of the New Hampshire Secretary of State.

EFFECTIVE DATE:This statement shall be effective from: 10/07/2015*Signature: Barbara ClayTitle: EVPDate signed: 10/08/2015Complete address of person signing: 1055 Washington Blvd., 7th Floor, Stamford, CT, 06901,
USA

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

Instructions for

Form SRA – Addendum to Business Organization and Registration Forms

Statement of Compliance with New Hampshire Securities Laws

This form is required for all businesses being formed or registering in the state of New Hampshire. New Hampshire law requires that before your application for business registration is accepted, you must provide a statement that your business has complied with the state's securities law. A security is an ownership interest in a business. For example, a share of stock is a security and so is an interest in a limited liability company or a limited partnership. So, for example, if you and your wife own the sole interests in a limited liability company, those interests are securities. Generally, a business that issues securities in New Hampshire must either register the securities with the New Hampshire Bureau of Securities Regulation or claim a valid exemption. There are several exemptions from the requirement to register securities. The most common exemption is the exemption described in Part II, Item 1.

Please read the following instructions for each part of Form SRA. These instruction will help you to provide accurate responses.

Part I: Please provide the complete business name and address, including number, street, city, state and zip code. The name of the business must exactly match the name that is on the business formation or registration document being submitted with the Form SRA. In addition, please provide the businesses telephone number, e-mail address (if any), a contact person's name and the contact person's full address if different from the business address.

Part II: One item in Part II must be checked. Check only **ONE** item in this part.

1. Your business is qualified for the exemption from registration in Item 1 if it meets ALL of the requirement listed in A), B), and C) below:
 - A) The business has 10 or fewer owners. So, for example, if you and your wife are forming a limited liability company and there are no other owners, you meet this requirement for an exemption;AND
 - B) Advertising relating to the sale of ownership interests in your business has not been circulated.Please note that this requirement asks whether you have circulated advertising *related to the offer or sale of ownership interests*. This requirement does not address advertising related tote sale of your products or services. So, for example, if you advertise that you are selling shares of stock in your corporation, then you do not meet this requirement and cannot claim the exemption; AND
 - C) Sales of ownership interests – if any – will be completed within 60 days of the formation of the business. If you do not intend to sell any further ownership interests in your business, then you meet this requirement for an exemption. If you intend to sell more ownership interests in your business and will complete all sales within 60 days, then you meet this requirement. However, if the sale of any ownership interests will occur after 60 days of the formation of the business, you do not meet this requirement and cannot claim the exemption.

If you meet all of these requirements, you may then check off Item 1 and claim this exemption.

2. If you can claim a different registration exemption from the one listed in Item 1 or if you are offering federal covered securities that only require a notice filing in New Hampshire, you should check Item 2.

In addition, you must cite the statute for the exemption which you are claiming or for the type of notice filing you are making

3. If a New Hampshire business or a business formed in a state other than New Hampshire intends to offer ownership interests for sale and is not subject to any exemption from registration, the securities must be registered with the Bureau of Securities Regulation. If this is the case, you should checkItem 3. In addition, you should provide us with the date that you registered the securities or that you intend to register the securities.
4. If your business was formed in a state other than New Hampshire and you will not offer or sell ownership interests in New Hampshire, you should check Item 4. Your securities do not need to be registered nor do you need to seek an exemption from registration.

Part III: One item in Part III must be checked. Check only ONE item in this part.

1. If your business was not formed in New Hampshire, then you should check this item.
If your business was formed in New Hampshire, then you should check this item.

Part IV: This is a statement certifying the accuracy of all the information contained in the Form SRA.

Part IV must be signed. If filing electronically, you must check the applicable checkbox and all signatures must be entered electronically or applied manually, scanned, and uploaded. If filing in person or mailing, DO NOT check the checkbox and all signatures must be original. Please note that, if you are filing in person or mailing, we cannot accept photocopied signatures for this filing. Also, please make note of all individuals who must sign this document:

1. ALL of the incorporators of a corporation to be formed; OR
2. ONE executive officer of an existing corporation; OR
3. ALL of the general partners or intended general partners of a limited partnership; OR
4. ONE or MORE authorized members or managers of a limited liability company; OR
5. ONE or MORE authorized partners of a *registered limited liability partnership or foreign registered limited liability partnership*

Form SRA – Addendum to Business Organization and Registration Forms Statement of Compliance with New Hampshire Securities Laws

Part I – Business Identification and Contact Information

Business Name: **Viridian Energy, LLC**
 Business Address (include city, state, zip): **1055 Washington Blvd., 7th Floor, Stamford, Connecticut, 06901, United States**
 Telephone Number: **2036637530**
 E-mail: **bnolan@criusenergy.com**
 Contact Person: **Brittany Nolan**
 Contact Person Address (if different):

Part II – Check *ONE* of the following items in Part II. If more than one item is checked, the form will be rejected. [PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A), B), and C)]:

1. Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets **ALL** of the following three requirements:
 - A) This business has 10 or fewer owners; and
 - B) Advertising relating to the sale of ownership interests has not been circulated; and
 - C) Sales of ownership interests – if any – will be completed within 60 days of the formation of this business.
2. This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed
3. This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation
4. This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

Part III – Check ONE of the following items in Part III:

- 1. This business is not being formed in New Hampshire.
- 2. This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

Part IV – Certification of Accuracy

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

If filing electronically:

By checking this box and continuing, each signatory below certifies that the information provided herein is true, accurate, and complete to the best of his/her knowledge and belief, and that he/she has authorized the affixing of his/her electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (e-Sign) and N.H. RSA § 294-E. Further, each signatory below understands that his/her electronic signature has full legal effect and enforceability and he/she intends this form, as signed, to be filed with the office of the New Hampshire Secretary of State.

| | |
|----------------------------|---------------------------------|
| Name : Barbara Clay | Signature: Barbara Clay |
| | Date signed : 10/07/2015 |

| | |
|--------|---------------|
| Name : | Signature: |
| | Date signed : |

| | |
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| Name : | Signature: |
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| Name : | Signature: |
| | Date signed : |

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| Name : | Signature: |
| | Date signed : |

If mailing form or filing in person, please affix your original signature above certifying that the information provided in this form is true and accurate to the best of your knowledge and belief.

| Count of SOURCE | Column Labels | | | | | |
|------------------------|----------------------|-------------------|----------------|----------------------------|---------------------------|--------------------|
| Row Labels | BILLING/RATE | ENROLLMENT | GENERAL | MARKETING PRACTICES | QUALITY OF SERVICE | Grand Total |
| CA | 3 | | 7 | | | 10 |
| CT | 7 | 2 | | 1 | | 10 |
| DC | | 2 | | | | 2 |
| DE | 1 | | | | | 1 |
| IL | 5 | 6 | | | | 11 |
| MA | 25 | 13 | 1 | 1 | | 40 |
| MD | 5 | 2 | | | | 7 |
| NJ | 6 | 6 | 1 | | | 13 |
| NY | 27 | 24 | 1 | 3 | 1 | 56 |
| PA | | 4 | | 1 | | 5 |
| RI | 2 | 1 | | | | 3 |
| TX | 2 | | 1 | | | 3 |
| VA | | | 1 | | | 1 |
| Grand Total | 83 | 60 | 12 | 6 | 1 | 162 |

VIRIDIAN ENERGY

NEW HAMPSHIRE TERMS & CONDITIONS

You authorize Viridian Energy, LLC (“Company”), a member of the Crius Energy family of brands, to change your electricity supplier, as the case may be, to Company and to supply your home or small business with all the Services 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 the Company (“Agreement”) and supersedes any oral or written statements made in connection with this Agreement or the supply of your Services. Capitalized terms used herein have the meaning ascribed to them as listed within the “Definitions” section herein.

1. **SERVICES.** Upon successful completion and receipt of all customer enrollment requirements, Company will supply Services for your home or small business. Company is a retail marketer of Services and is not your Utility. Your Utility will continue to deliver Services to your home or small business, read your meter, send your bill and make repairs 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 Services to Company. This Agreement is subject to the eligibility requirements of your Utility and Company may choose not to accept this Agreement for any reason. If you are enrolled in any Utility or government programs, enrolling with Company may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Company.

2. **TERM.** Company will begin supplying your Services when the Utility switches your account to Company. 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, Company 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 the Company, but there may be a delay before the Utility switches Services and you understand that Company is not responsible for any such delays. You may receive written notification from your Utility confirming your switch to Company. The Company may terminate this Agreement by providing you notice as required by law.

3. **PRICE.** Company does not charge any fee for you to switch from your utility to Company. Please note that some products have specific fees related to the product or plan you choose which are detailed in your product Enrollment Documentation; these fees are not switching fees. Each month you will pay for the Services you consume. For electricity, your bill will be calculated by multiplying your Rate by the amount of electricity you consumed 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. Depending on your Utility’s billing practices, your Rate during the billing cycle may be applied pro rata, resulting in a blended rate of the previous month and the current month Rate. If your price is based on an estimated usage for such Services, the Company has the right to bill you on actual usage when such information is made available and you have the obligation to pay Company 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 in the Company’s discretion and may vary based on numerous factors, including, but not limited to, the Company’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 the Company’s discretion that may vary from month to month. Your variable Rate will not include taxes, which will be assessed separately, and will not include any fees, taxes or charges directly assessed by the Utility.

c. **Index Rate.** If you selected an index rate, the Rate for your Service will be the index Rate indicated in your Enrollment Documentation and will vary in accordance with the terms of the specific index (“Index Rate”).

d. **Understanding and Selecting Rates.** You understand that unless you have been offered a Rate in writing confirmed by the Company 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 law, 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. 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 Company's estimated usage calculated in a commercially reasonable manner. The Market Price for the remainder of the Fixed Term will be determined by Company 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. **Terminating Index Rate Plans.** You may terminate any Index Rate Plan Services at any time and no Termination Fee will apply unless otherwise detailed in your Enrollment Documentation.

e. **Termination Notice; Effect of Termination.** To terminate or rescind this Agreement, you must notify Company 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 Services provided pursuant to this Agreement until you are returned to your Utility or alternative supplier.

6. **BILLING AND PAYMENT.** The Services you purchase from Company will be included in your Utility monthly bill or in a separate invoice from Company. 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 or the Company's billing and payment policies and procedures. You may be liable for the costs the Company incurs if Company must terminate your Services for failure to pay, such as collection costs or attorney fees. Company shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement, and the Company 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 Company. If you have provided Company, its affiliates or agents with a credit card number, you provide authorization to charge any outstanding balance to such credit card You will be billed and pay Company for the Services based on meter readings and consumption information that Company receives from your Utility ("Billing Quantity"). For commercial accounts, Company will have the option to adjust the Billing Quantity for line loss retained by your Utility and interstate transporters from the Purchased Quantities. You are responsible for paying and reimbursing Company for all applicable Fees. If you are tax exempt, you must furnish Company an exemption certificate before your Services commence.

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 Company.

a. **Credit Requirement.** You authorize Company to review your credit history. If you fail to meet Company credit criteria, you understand that Company may refuse or terminate Service or provide a substitute product. 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 Company to obtain your Customer Information from your Utility. This Agreement provides authorization for the Company 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 the Company uses to provide services and rewards to you. The Company reserves the right to share your Customer Information with Company Agents, to the extent permitted by law.

8. **RENEWAL NOTICE.** For any Fixed Rate plan you have selected, you will receive notice from Company (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 the Company'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 or Index Rate plan, you will not receive a renewal notice and such plan will

continue until you cancel, or the Company may cancel by providing you notice as required by law.

9. **PHONE COMMUNICATION POLICY.** You will be asked by the Company or its agents or affiliates to provide consent to the Company’s Phone Communication Policy. Our policy is that if you provide your phone number, which may include your wireless number, the Company 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 Company’s terms of service, you may contact Company 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 Company, 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 the Company will not be impacted under this Agreement as set forth below.

You and the Company 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 the Company also both agree that:

(a) “Disputes” are any claims or controversies against each other related in any way to, or arising from the Company’s Services, 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 Services with the Company have terminated. Disputes include any claims that: (i) you bring against the Company or any of its employees, agents, affiliates, or other representatives; or (ii) that the

Company 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 the Company, 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 the Company 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 the Company and you do not reach an agreement to resolve the claim within thirty (30) days after the Dispute Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Company 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 (or parish) of the service address.

(e) The arbitration will be conducted by: (i) a neutral third party arbitrator mutually agreed upon by you and the Company; 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. 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 the Company, 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, the Company 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, the Company 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 the Company 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 the Company 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 the Company 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 the Company on your behalf.

(g) If for any reason a claim proceeds in court rather than through arbitration, you and the Company agree that there will not be a jury trial. You and the Company 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 Services provided by the Company. 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 or a downed power line, you should call your Utility. If your Utility is Eversource, call 1-800-662-7764; if your Utility is Unitil, 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 COMPANY 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. COMPANY 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. COMPANY WILL NOT BE LIABLE FOR BILLING OR COMMUNICATION ERRORS AFTER 90 DAYS IF YOU DO NOT CONTACT US REGARDING SUCH ERRORS WITHIN 90 DAYS AFTER THE STATEMENT SHOWING THE TRANSACTION HAS BEEN MAILED TO YOU. IF YOU CAN SHOW A GOOD REASON (SUCH AS A LONG TRIP OR HOSPITAL STAY) KEPT YOU FROM INFORMING US, WE MAY EXTEND THE TIME PERIOD.

13. **FORCE MAJEURE.** Company will not be responsible for supplying Services to you in the event of circumstances beyond Company'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 COMPANY.** For any notice required in this Agreement or to contact us generally, you may contact the Company by (i) email, to customer@viridian.com, (ii) mail, at 535 Connecticut Avenue, 6th Floor, Norwalk, CT 06854, 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. For a list of social service agencies offering bill assistance, please call Viridian Energy or dial 211.

16. **INFORMATION DISCLOSURE LABEL.** The Information Disclosure Label contains information on the fuel mix and emissions characteristics associated with the electricity that Company provides to Customers. The Information Disclosure Label may be found on Company's website. Company will also provide you with a printed copy of the Information Disclosure Label annually.

17. **MISCELLANEOUS.**

a. *Use of Services.* You must notify Company if you 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, Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any. In addition, the Company has the right to refuse or terminate Services, and recover costs, if any, if your Service requirements are above the Usage Thresholds.

b. *Title; Risk of Loss.* You and Company agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Company to you at the Sales Points. Company 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 Company 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 Company incurs that result from having to resell, or its inability to resell, to another party electricity supplies allocated for you and (ii) as between Company and you, Company will be deemed in exclusive control of 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 shall Company'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 the Company. Company 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 Company 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 the Company, Company may terminate this Agreement with notice to you, or adjust your rate based upon such Change in Law. This provision applies to all rate plans, whether fixed, index or variable.

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 the Company, other than the written representations in this Agreement; (ii) that you understand the risks of entering into this Agreement, including the risk that the Company'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 the Company. 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 Company 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 Services and enter into this Agreement on behalf of the account holder.

l. *Wi-Fi Thermostats.* You understand that to get the most out of your Wi-Fi thermostat you should register your thermostat online and follow the procedures described in the

accompanying instructions. You agree that Company may make real-time adjustments to your thermostat. Prior to any adjustment event, you will receive a notification on your thermostat providing you with the option to opt out of that specific adjustment event. You agree that, unless you opt out, Company may make these adjustments during and after the Term of this Agreement. If you would like Company to permanently cease all adjustments, you may opt out of all future adjustment events by contacting Company via email, mail, or phone as provided above. You may also manually override any adjustments to your thermostat at any time, and at no time are you obligated to keep your thermostat at the adjusted level.

m. *Third Party Providers; Energy Related Products.* The Company only provides electricity and natural gas to you. Occasionally, Company may work with third party providers that will offer you energy related products or rebates related to your electricity and natural gas purchases. If you select such offer or rebate from a third party, or elect to bundle or purchase a product that is not electricity or natural gas, or if a product that is installed in your home by a third party provider, such as a thermostat (“Energy Related Products”), you must contact the third party provider of such Energy Related Products for any products issues, rebates, warranties, or billing and service questions. Company will have no liability to you for Energy Related Products.

DEFINITIONS

“*Agents*” means parties that need to know Customer Information in connection with Services and Company’s affiliates and subcontractors.

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

“*Credit Enhancements*” means cash escrow or deposit, establishing an ACH debit relationship with Company, or providing other reasonable assurances to the Company 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, 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 Company 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 Company, 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 Services, and the Welcome Letter.

“*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 paid to brokers and other third-party entities that may have referred you to the Company for Services, minimum usage fees, base charges and other flat fees, fees and charges levied by Company or any other entity authorized to levy taxes, fees or charges for or related to the Services. This may include, but shall not be limited to, Utility taxes, gross receipts taxes, and sales or use taxes imposed on Company and/or you by federal, state, and/or local authorities that Company passes through to you.

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

“*Rate*” means Fixed Rate, Index 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 Company to assure service reliability.

“*Service*” or “*Services*” means all the electricity supply that Company must purchase for your home or small business, as you have selected to be provided to you by Company in your Enrollment Documentation. Not all services are available in all areas.

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

Customer Contact Information

Viridian Energy, LLC
535 Connecticut Avenue
6th Floor
Norwalk, CT 06854
Toll-Free 866-663-2508
Monday through Friday, 8:30am to 6:30pm ET
customer@viridian.com

www.viridian.com

<http://www.eversource.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, 8:30am 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)

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>

EXHIBIT 7

I. DECLARATION

I, Barbara Clay, Chief Legal Officer, declare that I have personally reviewed the above statements and that they are true and correct. I further declare that the information contained in this application was prepared and compiled under our supervision and control. I further declare that I am authorized by the applicant to file this declaration on its behalf. I acknowledge that we have a positive duty to ascertain the accuracy and completeness of this application and that I sign this declaration under personal pains and penalties of perjury.

Dated this 30 day of March 20 17 at Norwalk, CT

Signature: _____



Title: Chief Legal Officer

Notarization:

