



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

**CONFIDENTIAL
MATERIAL
IN COMM FILE**

September 11, 2018

VIA FEDEX

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

NPUC 13SEP'18PM1:55

**RE: DM 18-102
XOOM Energy New Hampshire, LLC
2018 Competitive Electric Power Supplier License Renewal**

Dear Ms. Howland,

Enclosed please a revised version of XOOM Energy New Hampshire, LLC's ("XOOM Energy's") 2018 Competitive Electric Power Supplier Renewal Application Form, as requested by New Hampshire Public Utilities Commission Staff. Please note that XOOM Energy is filing both public and confidential versions of this revised application. As such, XOOM Energy has marked the confidential version of the revised application as "Confidential" as it contains confidential business information.

Accordingly, XOOM Energy providing three copies of both the public and confidential filings. Additionally, XOOM Energy will be providing a digital copy of these revised applications to the Executive Director e-mail address.

If you have any questions, please feel free to contact me at parker.tinsley@xoomenergy.com or at 704-274-1450.

Respectfully,

A handwritten signature in blue ink, appearing to read "Parker Tinsley".

Parker Tinsley
Regulatory Specialist
XOOM Energy, LLC, single member manager
of XOOM Energy New Hampshire, LLC



REDACTED
VERSION

Competitive Electric Power Supplier Application Form

This form may be used to: (1) apply for initial registration as a competitive electric power supplier (CEPS) in New Hampshire, (2) apply for renewal of registration as a CEPS in New Hampshire, and (3) notify the Commission of any changes to information in a previously filed CEPS application. *This form is provided as a convenience for filing only; you are required to provide all information specified under Puc 2006.01 when applying for initial or renewal registration as a CEPS, but you are not required to use this form when doing so.*

Indicate whether this application is for an initial registration or for a renewal. Initial <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>		
Applicant's General Information		
Puc 2006.01(a)	Legal Name	XOOM Energy New Hampshire, LLC
	Trade Name (d/b/a) (if applicable)	
Puc 2006.01(b)	Business Mailing Address	11208 Statesville Road, Suite 200 Huntersville, North Carolina 28078
	Telephone Number	704-274-1450
	E-Mail Address	info@xoomenergy.com
	Website Address	www.xoomenergy.com
	Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.
Puc 2006.01(d)	Provide 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 it is anything other than an individual. Use additional sheets as needed.	
	Name	XOOM Energy, LLC
	Title	Single-member manager
	Business Mailing Address	11208 Statesville Road, Suite 200 Huntersville, North Carolina 28078
	Telephone Number	704-274-1450
	E-Mail Address	XOOM_Regulatory@xoomenergy.com
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	- -
	Email Address	
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	- -
E-Mail Address		

1 "Principals" means, for a corporation, any of its officers, directors, or controlling shareholders, for a limited liability company, any of its managers or controlling members, for a partnership, any of its general partners, and for any other business entity, any of its personnel exercising executive functions and any of its controlling equity owners.



Affiliates and Subsidiaries		
Puc 2006.01(e)	Provide the following information regarding any affiliates ² and subsidiaries of the applicant that are conducting business in New Hampshire. Use additional sheets as needed.	
	Name of Entity	N/A
	Business Address	
	Telephone Number	- -
	Provide a description of the business purpose of the entity.	
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.	
	Name of Entity	N/A
	Business Address	
Telephone Number	- -	
Provide a description of the business purpose of the entity.		
Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.		

² "Affiliate" means any of the following:

- (a) Any person or entity that directly or indirectly owns, controls, or holds with power to vote a majority of the outstanding voting securities or such minority thereof as to give such person substantial control of another person or entity;
- (b) Any person or entity that is directly or indirectly owned, controlled, or held by any person or entity described in (a) above through either power to vote a majority of the outstanding voting securities or such a minority so as to maintain substantial control of such person or entity;
- (c) Any person or entity with which another person or entity has a management or service contract or arrangement that provides such person or entity with effective control over the management, supervision, or operation of the other person or entity; or
- (d) Any person or entity who or which actually exercises effective control over the management, supervision, or operation of another person or entity.



Customer Service Department Contact		
Puc 2006.01(f)	Name	Jermaine Smith
	Title	Director of Customer Experience & Retention
	Toll-Free Telephone Number (if available)	888-997-8979
	Telephone Number	704-274-1416
	E-Mail Address	customercare@xoomenergy.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Patti Kulesa
	Title	Compliance Manager
	Business Mailing Address	11208 Statesville Road, Suite 200
		Huntersville, North Carolina 28078
	Telephone Number	704-274-3000
E-Mail Address	consumeraffairs@xoomenergy.com	

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Stephanie Kueffner
	Title	Associate Counsel
	Business Mailing Address	11208 Statesville Road, Suite 200
		Huntersville, North Carolina 28078
	Telephone Number	704-274-1450
E-Mail Address	XOOM_Regulatory@xoomenergy.com	

Commission Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Wander Gunter
	Title	Staff Accountant
	Business Mailing Address	11208 Statesville Road, Suite 200
		Huntersville, North Carolina 28078
	Telephone Number	704-274-1413
E-Mail Address	wgunter@xoomenergy.com	



Separate Attachments: Business Authority, Trade Name, ISO-NE Market Participation, and EDI Certification	
Puc 2006.01(h)	<p>Provide, as a separate attachment, evidence of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following:</p> <p>(1) a recent printout of the applicant's listing on the N.H. Secretary of State website with the status "In Good Standing" or words of similar import; or</p> <p>(2) a copy of a certificate from the N.H. Secretary of State's office stating that the applicant is authorized to do business in New Hampshire.</p>
Puc 2006.01(i)	<p>Provide, as a separate attachment, evidence of the applicant's registration of the trade name, if any, to be used by the applicant in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following:</p> <p>(1) A recent printout of the applicant's trade name on the N.H. Secretary of State website with the status "Active" and indicating that the trade name is owned by the applicant; or</p> <p>(2) A copy of a certificate from the N.H. Secretary of State's office indicating that the applicant has registered as doing business under the trade name.</p>
Puc 2006.01(j)	<p>Provide, as a separate attachment, evidence of the applicant's ISO New England market participant membership.</p>
Puc 2006.01(k)	<p>Provide, as a separate attachment, electronic data interchange (EDI) certification from each electric distribution utility in whose franchise area the applicant intends to operate.</p>

Franchise Areas, Customer Types to be Served, and Other States	
Puc 2006.01(l)	<p>List the utility franchise areas in which the applicant intends to operate and, to the extent the applicant does not intend to provide service in the entire franchise area of a utility, a delineation of the cities and towns where the applicant intends to provide service within each utility franchise area.</p> <p>XOOM ENERGY NEW HAMPSHIRE, LLC INTENDS TO OPERATE IN THE EVERSOURCE ENERGY (FORMERLY PSNH) UTILITY FRANCHISE AREA.</p>
Puc 2006.01(m)	<p>Provide a statement whether or not the applicant intends to serve the following types of customers: residential, small commercial, large commercial, and industrial.</p> <p>XOOM ENERGY NEW HAMPSHIRE, LLC INTENDS TO SERVE RESIDENTIAL CUSTOMERS AND SMALL-TO-MEDIUM SIZED COMMERCIAL AND INDUSTRIAL CUSTOMERS.</p>
Puc 2006.01(n)	<p>List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.</p> <p>XOOM ENERGY NEW HAMPSHIRE, LLC DOES NOT CONDUCT BUSINESS IN ANY OTHER STATE OR JURISDICTION.</p>



Customer Complaints	
Puc 2006.01(o)	<p>Use either the table below or a separate attachment to provide a list disclosing the number and type of customer complaints concerning the applicant or its principals and affiliates filed with or by any commission or regulatory agency, attorney general's office, or other governmental consumer protection regulatory authority, for the most recent 2 calendar years in every state or other jurisdiction in which the applicant has conducted business relating to the sale of electricity.</p> <p>In the table below, enter abbreviations of applicable states or the jurisdiction across the top row, complaint types in the left column, and, for each cell in the table, the number of complaints for each type within the applicable state or jurisdiction.</p>

	(enter applicable states/jurisdictions in row just below)										
Complaint Type											Total
PLEASE SEE ATTACHMENT 4.											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
Total	0	0	0	0	0	0	0	0	0	0	0



Statements Regarding Applicant and its Principals		
Respond to each of the following questions with either "Yes" or "No."		
Puc 2006.01(p)(1)	Has applicant or any of its principals ever been convicted of any felony that has not been annulled by a court?	No.
Puc 2006.01(p)(2)	Has applicant or any of its principals, within the 10 years immediately prior to application, had any civil, criminal, or regulatory sanctions or penalties imposed against it, him, or her pursuant to any state or federal consumer protection law or regulation?	No.
Puc 2006.01(p)(3)	Has applicant or any of its principals, within the 10 years immediately prior to application, settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	No.
Puc 2006.01(p)(4)	Is applicant or any of its principals currently the subject of any pending civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	No.
Puc 2006.01(p)(5)	Has applicant or any of its principals been denied authorization to provide competitive electricity supply service or electric aggregation service in any other state or jurisdiction?	No.
Puc 2006.01(q)	If an affirmative answer is provided to any item above, then provide a detailed explanation of the occurrence and the related circumstances. Use additional sheets as needed. N/A.	

Telemarketing		
Puc 2006.01(s)	Does the applicant intend to telemarket? Respond with either "Yes" or "No."	YES.
If the response to the question above is "Yes," then respond to the following three questions:		
Puc 2006.01(r)(1)	Will the applicant maintain a list of customers who request being placed on the applicant's do-no-call list for the purposes of telemarketing?	YES.
Puc 2006.01(r)(2)	Will the applicant obtain monthly updated do-no-call lists from the National Do Not Call Registry?	YES.
Puc 2006.01(r)(3)	Will the applicant NOT initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or who are listed on the National Do Not Call Registry?	YES.

In-Person Solicitation of Residential Customers		
Puc 2006.01(u)	Does the applicant intend to enroll residential customers through in-person solicitation at the customer's residence? Respond with either "Yes" or "No."	YES.
If the response to the question above is "Yes," then provide the following items as separate attachments:		
Puc 2006.01(t)(1)	A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and quality assurance.	
Puc 2006.01(t)(2)	A description of the applicant's training program for employees or representatives who will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(3)	An identification of any third party vendor or vendors the applicant intends to use to conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(4)	A copy of the applicant's performance standards and code of conduct for any employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(5)	A copy of field audit standards used to evaluate the performance of employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	



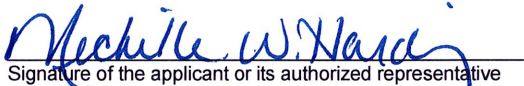
Sample Bill Form		
Puc 2006.01(v)	Does the applicant intend to use only the utility's billing service? Respond with either "Yes" or "No."	YES.
Puc 2006.01(v)	If the response to the question above is "No," then provide a sample of the bill form(s) the applicant intends to use as a separate attachment.	

Residential and Small Commercial Customer Contracts		
Puc 2006.01(w)	Does the applicant intend to serve residential and small commercial customers? Respond with either "Yes" or "No."	YES.
If the response to the question above is "Yes," then provide the following item as a separate attachment:		
Puc 2006.01(w)	A copy of each contract to be used for residential customers and for small commercial customers, including any schedules or other documentation attached to, incorporated into, or referenced in such contract.	

File Financial Security Instrument		
Refer to Puc 2003.03 for the financial security requirements.		
Puc 2003.01(b)(2)	Provide an original executed financial security instrument that meets the requirements of Puc 2003.03.	
File the original, executed financial security instrument with the Executive Director. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.		

Submit Application Fee (For Initial Applications Only)		
Puc 2003.01(b)(3)	For an application for initial registration, submit payment of the application fee in the amount of \$250.00 to the Executive Director by U.S. mail, overnight express, or hand delivery. Make check payable to: New Hampshire Public Utilities Commission.	
Note that there is no fee for a renewal application.		

Expected Marketing Start Date		
Puc 2006.01(x)	Provide the date upon which the applicant expects to commence marketing its services to customers in New Hampshire.	N/A Date

Attestation and Signature		
Puc 2006.01(y) and (z)	<p>BY SIGNING BELOW, THE APPLICANT REPRESENTATIVE CERTIFIES THAT IT HAS THE AUTHORITY TO FILE THE APPLICATION ON BEHALF OF THE CEPS AND ATTESTS THAT THE CONTENTS OF THE APPLICATION ARE TRUTHFUL, ACCURATE, AND COMPLETE.</p> <p> Signature of the applicant or its authorized representative</p> <p>Name: MICHELLE W. HARDING</p> <p>Title: SENIOR VICE PRESIDENT, SECRETARY AND GENERAL COUNSEL</p>	<p>6/25/18 Date</p>

Filing Instructions		
<p>1) Mail an original and two paper copies of this form and all separate attachments to: Executive Director, NHPUC, 21 South Fruit St., Suite 10, Concord, NH 03301</p> <p>2) E-mail a PDF of this form and all separate attachments to: Executive.Director@puc.nh.gov</p>		

Attachment 1

New Hampshire Secretary of State - Good Standing

(/online/Home/)  Back to Home (/online)

Business Information

Business Details

Business Name:	XOOM ENERGY NEW HAMPSHIRE, LLC	Business ID:	682477
Business Type:	Domestic Limited Liability Company	Business Status:	Good Standing
Management Style:	Manager Managed		
Business Creation Date:	11/26/2012	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	11/26/2012		
Principal Office Address:	11208 Statesville Road Ste 200, Huntersville, NC, 28078, USA	Mailing Address:	11208 Statesville Road Ste 200, Huntersville, NC, 28078, USA
Citizenship / State of Formation:	Domestic/New Hampshire		
		Last Annual Report Year:	2018
		Next Report Year:	2019
Duration:	Perpetual		
Business Email:	XOOM_Regulatory@xoomenergy.com	Phone #:	704-274-1450
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / retail sale o f gas and electric energy	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: CORPORATION SERVICE COMPANY

Registered Office Address: 10 Ferry Street Suite 313, Concord, NH, 03301, USA

Registered Mailing Address: 10 Ferry Street Suite 313, Concord, NH, 03301, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
------------------	----------------	------------------	-----------------

No records to view.

Filing History	Address History	View All Other Addresses	Name History	Shares
Businesses Linked to Registered Agent		Return to Search	Back	

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#).

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Attachment 2

ISO New England Market Participant Membership



Edit Sub-Account

Sub-account ID 35997

Sub-account Name Xoom NH

State NH ▾

Attribute Laws Apply ☐

Serving LSE (optional) (select one) ▾

Use in current Trading Period ☒

Save

Cancel

Attachment 3
EDI Certification

**Public Service of New Hampshire
Certificate of Completion**

is hereby granted to:

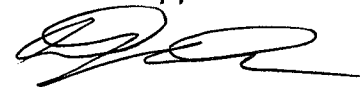
Xoom Energy New Hampshire, LLC

to certify that they have completed to satisfaction

EDI Connectivity and Certification Testing

Granted: 06/24/2013

Daryush Donyavi
PSNH Supplier Services

 6/24/13

Attachment 4
Number and Types of Complaints

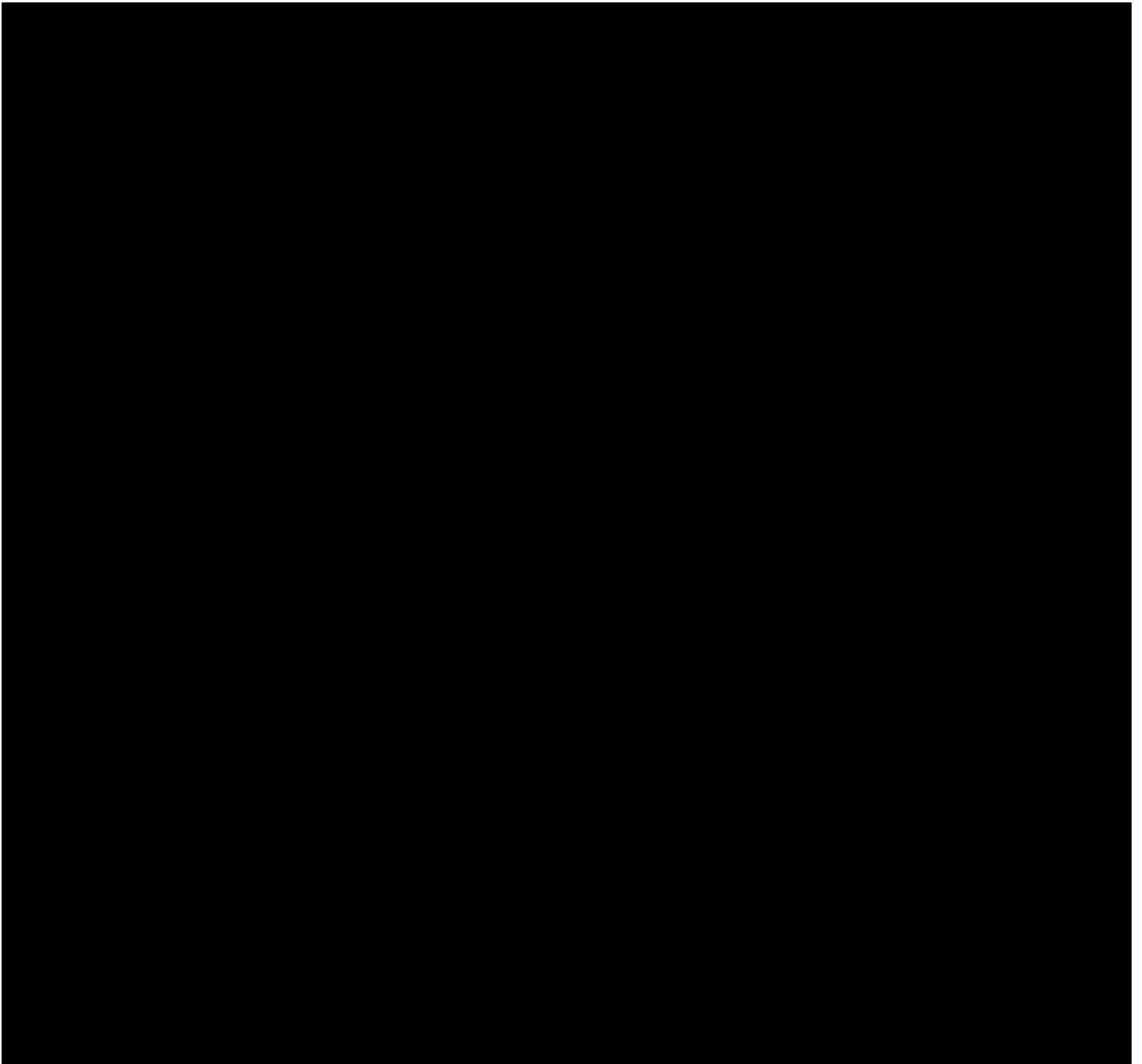
XOOM Energy Affiliates - Complaints
January 2016 - December 2017

	CA	CT	DE	GA	IL	IN	KY	MA	MD	ME	MI	NH	NJ	NY	OH	PA	RI	TX	VA	WDC	TOTAL
Complaint Type																					
Billing	0	0	0	0	2	0	0	1	5	0	1	1	0	6	1	4	0	19	0	0	40
Contract Renewal	0	0	0	0	1	0	0	0	0	0	0	1	0	0	2	1	0	1	0	0	6
Customer Service	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	3	0	0	5
Deposit Refund / Credit Issue	0	0	0	0	0	0	0	0	4	0	0	0	0	1	0	0	0	1	0	0	6
Disconnect	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	6
Do Not Call (Telesales)	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
Enrollment	0	5	0	0	28	0	0	7	21	0	5	8	5	42	31	29	0	3	0	8	192
Failure to Drop	0	0	0	0	2	0	0	1	0	0	2	0	0	2	5	1	0	1	1	0	15
Improper Sales Rep Behavior	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	2
Misrepresentation	0	0	0	0	7	0	0	0	1	0	0	2	0	0	7	1	0	0	0	0	18
Rates	0	0	0	0	5	0	0	1	2	0	1	0	1	8	3	3	0	5	0	4	33
Start / Stop Service	1	0	0	0	5	0	0	0	1	0	1	2	0	1	4	4	0	1	0	2	22
TOTAL	1	6	0	0	51	0	0	10	34	0	11	16	6	60	54	43	0	40	1	14	347

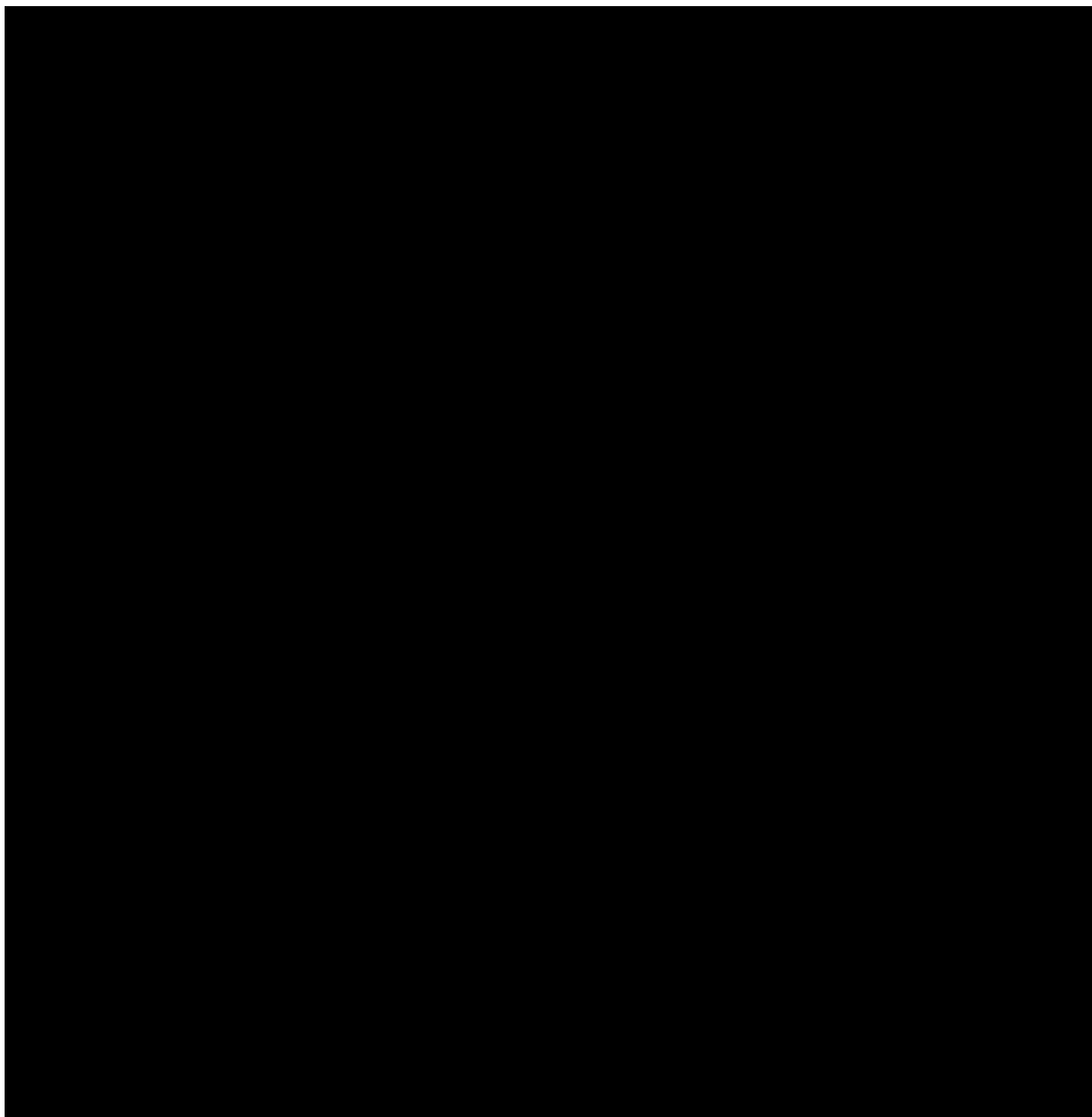
Attachment 5

In-Person Solicitation and Quality Assurance

D2D/TPV PROCESSES OVERVIEW



REDACTED



Attachment 6
In-Person Solicitation Training Program

XOOM Energy New Hampshire D2D Sales Training



XOOM Energy

a progressive, international energy retailer providing integrated electric, natural gas and renewable energy solutions

Progressive – Founded in 2011, XOOM is one of the largest and fastest growing energy retailers servicing hundreds of thousands of customers in the U.S.

Market Reach – Rapidly expanding to every deregulated energy market.

Executive Leadership – Over 100 years of high-growth experience in deregulated energy services.

Innovation – Extensive portfolio of competitive energy and green energy products and services not available from the local utility provider.

Strength – Partnered with the North American division of a global energy conglomerate for wholesale supply and credit support.



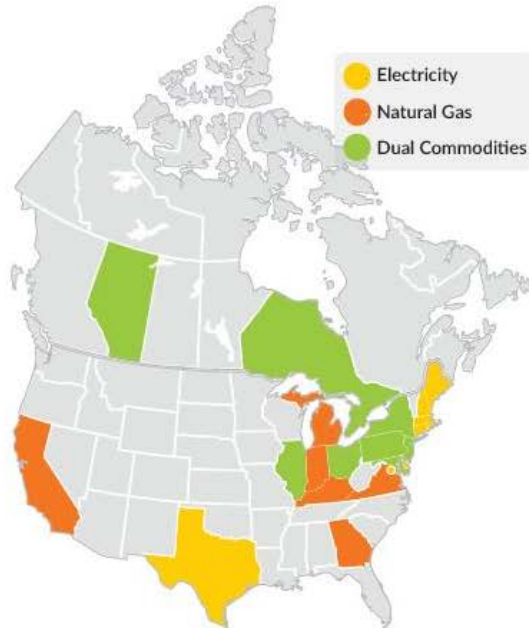
Headquartered in Huntersville, NC, USA

“Our focus is on our partners’ success as we strive to become the largest and the most respected retail energy provider in North America.”

- Tom Ulry, XOOM Energy CEO



International Service Territories In The U.S. & Canada



- ALBERTA**
- AltaGas
 - ATCO
 - City of Lethbridge
 - ENMAX
 - EPCOR
 - FortisAlberta
- ONTARIO**
- Alectra Utilities (formerly Horizon Utilities)
 - Alectra Utilities (formerly Enersource)
 - Alectra Utilities (formerly Powerstream)
 - Enbridge
 - Hydro One Networks, Inc.
 - Hydro Ottawa Ltd
 - London Hydro
 - Toronto Hydro-Electric Systems Ltd
 - Union Gas Ltd
 - Veridian Connections Inc.

- ⚡ Electricity
🔥 Natural Gas
💧 Carbon Free Natural Gas
🌱 Renewable Energy

- CALIFORNIA**
- PG&E
 - San Diego Gas & Electric
 - SoCal Gas
- CONNECTICUT**
- Eversource Energy
 - United Illuminating
- DELAWARE**
- Delmarva Power
- DISTRICT OF COLUMBIA**
- Pepco
- GEORGIA**
- Atlanta Gas Light
- ILLINOIS**
- Ameren
 - ComEd
 - Nicor Gas
 - North Shore Gas
 - Peoples Gas
- INDIANA**
- NIPSCO
- KENTUCKY**
- Columbia Gas of Kentucky
- MAINE**
- Central Maine Power
 - Emera Maine

- MARYLAND**
- Baltimore Gas & Electric
 - Delmarva Power
 - Pepco
 - First Energy - Potomac Edison
 - Washington Gas & Light
- MASSACHUSETTS**
- Eversource Energy (formerly NSTAR & WMECO)
 - National Grid
- MICHIGAN**
- Michigan Consolidated Gas
 - Consumers Energy
- NEW HAMPSHIRE**
- Eversource Energy
- NEW JERSEY**
- Atlantic City Electric
 - JCP&L
 - PSE&G
 - Rockland Electric
 - South Jersey Gas
 - New Jersey Natural Gas
- NEW YORK**
- NYSEG
 - ConEdison
 - National Grid
 - Central Hudson
 - Orange & Rockland
 - Rochester Gas & Electric
 - National Fuel Gas Co

- OHIO**
- AEP
 - Columbia of Ohio
 - Dayton Power & Light Co.
 - Dominion East of Ohio
 - Duke Energy
 - First Energy - Ohio Edison
 - First Energy - The Illuminating Company
 - First Energy - Toledo Edison
 - Vectren Energy Delivery of Ohio
- PENNSYLVANIA**
- Columbia Gas of PA
 - Duquesne Light
 - Peoples Gas (formerly Equitable Gas)
 - First Energy - Met-Ed
 - First Energy - Penelec
 - First Energy - Penn Power
 - First Energy - W. Penn Power
 - National Fuel
 - PECO
 - Peoples Gas
 - PPL Electric
 - UGI Utilities - Electric
 - UGI Utilities - Gas
 - UGI Penn Natural Gas
 - UGI Central Penn Gas
- RHODE ISLAND**
- National Grid RI - Narragansett
- TEXAS**
- AEP - North
 - AEP - Central
 - CenterPoint
 - Oncor
 - Sharyland Utilities
 - Sharyland Utilities - McAllen
 - Texas - New Mexico Power
- VIRGINIA**
- Columbia Gas
 - Washington Gas

NOTICE: The information contained in this document is confidential, is intended only for the use of the recipient(s) that were initially given access, and may be legally privileged. Any review, dissemination, distribution, or copying of this document is strictly prohibited.



The Energy Industry

- Know and understand the basics to market XOOM Energy to customers the right way
- Requires adherence to specific rules and regulations
- Provides products and services in practically every home!

Energy Industry Stats

- The Energy market is over **\$500 Billion**
- Customers have the right to **choose** their energy supplier
- Great opportunity
 - Everyone uses energy – **every day**
 - No cost to switch
 - No behavioral changes – in most markets, customers continue to receive their bill from the utility
 - XOOM Energy offers plans not available through the local utility



Deregulation

- Freedom to choose your energy supplier
- Access to products and pricing not available by your utility
- Local utility still delivers the energy, reads your meter and maintains infrastructure
- Same quality service you have always received

Energy Markets

Regulated vs. Deregulated

Regulated Markets

- Customers are given one option to purchase their natural gas or electric power – the local utility
- Utilities pay whatever the wholesaler wants and just passes it along in its rate base to the customer

Energy Markets

Regulated vs. Deregulated

Deregulated Markets

- Open to competition
- Innovative service plans
- Customers have more options for controlling their energy costs

Benefits of Deregulation

Energy CHOICE!

- Customers have the ability to choose their energy supplier
- Access to a variety of plans
- Competitive rates

What **CHANGES** upon a switch to **XOOM Energy?**

Billing –

- the customer will receive one bill statement directly from the local utility
- the bill statement will include XOOM Energy's Supply charges and the local utility's Delivery charges

What stays the **SAME** upon a switch to XOOM Energy?

- The customer's energy charges will continue to be based on the meter reads conducted by the local utility
- Delivery of the energy will be provided by the utility and their fees will appear on the customer's monthly bill

Product Offering

SureLock

- Fixed rate plan
- Residential customers
- Lock in today and know what you pay each month!

Benefits of a Fixed Rate product

Provides stability for the duration of term

- Protection from uncertainty that comes from the volatility of the energy market
- Peace of mind

Do not enroll any new customers whose utility bill reflects a past due balance .



Attachment 7

Third-Party Vendor Information

Energy Group Consulting,LLC

Rob Morris (Owner, CEO) 205 E. 29th
St.

Pittsburg, KS 66762

Rob.morris@egc-inc.com

513-415-0508

Attachment 8

In-Person Solicitation Performance Standards and Code of Conduct

REDACTED

REDACTED

Attachment 9

In-Person Solicitation Field Audit Standards

REDACTED

Attachment 10

Residential and Small Commercial Customer
Contract Documents

New Hampshire Disclosure Summary

Residential Customers

Product Name	SureLock 12		
Length of the Agreement	12 months		
Fixed Per kWh Price	\$0.1059/kWh		
Charges	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used. For more details on your price, please see your Terms and Conditions.		
Fixed Price Residential Customers who use	500 kWh of electricity	1000 kWh of electricity	1500 kWh of electricity
Will Pay	\$0.1059	\$0.1059	\$0.1059
Environmental Characteristics	No		
Early Termination Fee	Yes, \$110		
Late Payment Fee	Yes, greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month.		
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. XOOM will send you written notice at no less than 45 days and no more than 60 days prior to the end of the Term. The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew to one of XOOM's available products as described in your renewal notice.		
Electric Assistance Program	Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.		

Residential and Small Non Residential Standard Offer Service

Consumer Information about Your Electricity Supply< 1/1/2017 - 12/31/2017

Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling your electric utility or competitive supplier, or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at <http://www.puc.nh.gov> or on your electric provider's website.

Power Sources

This supplier provided electricity with the following resources:

	<u>Supplier's Mix</u>	<u>New England Mix</u>
Biomass	2.00%	2.00%
Coal	4.60%	4.60%
Diesel	0.90%	0.90 %
Digester Gas	0.10%	0.10%
Efficient Resource	0.20%	0.20%
Fuel Cell	0.30%	0.30%
Hydroelectric	7.00%	7.00%
Hydrokinetic	0.00%	0.00%
Jet	0.00%	0.00%
Landfill Gas	0.60%	0.60%
Solid Municipal Waste	1.00%	1.00%
Nuclear	29.10%	29.10%
Natural Gas	37.70%	37.70%
Oil	7.40%	7.40%
Solar	2.20%	2.20%
Trash-to-energy	2.10%	2.10%
Wind	3.10%	3.10%
Wood	1.60%	1.60%
Total	100.0%	100.0%

Air Emissions Sources

This table compares air emissions from this supplier's electricity mix to average emission levels from all Regional power sources.

	<u>Supplier's Mix</u> <u>(lbs/MWh)</u>
Carbon Dioxide (CO2)	3639.96
Nitrogen Oxide (NOx)	3.83
Sulfur Dioxide (SO2)	6.02

Notes: lbs/MWh = pounds per Megawatt-hour
1 Megawatt-hour = 1,000 kilowatt-hours

Additional Information and Required Notes

Power Sources - The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. 'Known Resources' include resources that are owned by, or under contract to, the supplier. 'System Power' represents power purchased in the regional electricity market. Electric suppliers are required to obtain a certain amount of renewable energy in accordance with RSA 362-F, the state's renewable portfolio standard law. They may also choose to obtain amounts of renewable energy above their legal obligation, and utilities must also offer a renewable energy option to allow customers to choose to support the purchase of additional renewable energy by the utility.

Air Emissions - Carbon Dioxide (CO2) is released when fossil fuels (e.g., coal, oil and natural gas) are burned. CO2, a greenhouse gas, is a major contributor to climate change. Nitrogen Oxides (NOx) form when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (smog), and may cause respiratory illness with frequent high level exposure. NOx also contribute to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life. Sulfur Dioxide (SO2) is formed when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO2 include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO2 combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.

If you have questions or need further explanation please call XOOM Energy New Hampshire, LLC at 1-888-997-8979 or the New Hampshire Public Utilities Commission, toll-free at 1-800-852-3793.

SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy New Hampshire's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms. Alternative methods of terminating service with XOOM include contracting with a new electricity supplier, contracting with an aggregator granted agency authority, or by contacting your local utility to select utility default service.

Service & Term: XOOM Energy New Hampshire, LLC ("XOOM" or "Company") agrees to act as your exclusive electric power supplier. XOOM is registered by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity as a competitive electric power supplier ("CEPS") in the State of New Hampshire (Registration No. DM 13-185). The Term of this Agreement will begin with your first meter read by your local utility following your acceptance into the program and will continue for twelve (12) months. You also have the right to change your CEPS at any time and with no advance notice requirement, subject to the payment of any termination fees and all other terms of this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM Energy is not an agent of your local utility and your utility will not be liable for any of XOOM Energy's acts, omissions or representations.

Price: Your rate for electric power purchases will be a fixed price of \$0.1059 per kWh, plus taxes and fees, if applicable. You understand that XOOM's price does not include (and that you will be billed by the distribution company for) charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. The average monthly price for service can be found in your Disclosure Summary, which is incorporated into this Agreement.

Preferred Form of Communication: You understand that by accepting this Agreement, you have consented to being sent any future notices and disclosures in electronic form, rather than paper form, and have selected electronic communications as your preferred method of communication. You also understand and that you have the option to supplement your electronic communications with US Mail at any time during your contract by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. XOOM will send you written notice no less than 45 days and no more than 60 days prior to the end of the Term. The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew to one of XOOM's available products as described in your renewal notice. XOOM reserves the right, with fifteen (15) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement.

Rescission: If you initially received this Agreement in person or electronically, you may rescind your authorization to use XOOM by notifying XOOM within five (5) business days from the date of the initial electronic delivery of this Agreement. If you initially received this Agreement by first class mail, you may rescind your authorization to use XOOM six (6) business days from the initial postmarked date without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Relocation: When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you or XOOM may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee") of \$110 which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses.

Credit and Deposits: This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. If XOOM holds your deposit longer than thirty (30) days, your deposit will accrue interest from the day it was received by XOOM at a rate in accordance with applicable law.

Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility providing a corrected meter reading to XOOM. XOOM will pass through to you all costs and fees related to the collection of any past due charges, including but not limited to collection agency fees, legal and court fees and account termination fees. By accepting this Agreement, you understand and agree to allow your utility to share billing and payment information with XOOM, including participation in budget billing or extended payment arrangements. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are in the process of filing or plan to begin any bankruptcy proceedings. Payments are due on the date determined by your local utility and stated on the local utility bill. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks. XOOM may terminate this Agreement with ten (10) days written notice for non-payment. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at xoomenergy.com by sending a letter to: XOOM Energy New Hampshire, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If you have questions about your rights and responsibilities as a rate payer or want to file a complaint regarding disputes with

XOOM, please contact NHPUC's Consumer Services and External Affairs Division at 1-800-852-3793.

Assignment: This Agreement or any XOOM obligations under this Agreement are assignable by XOOM without requiring your consent. In the event that XOOM proposes to transfer or sell the right to serve existing customer accounts, XOOM will provide a written notice to each affected customer no less than 30 days prior to the effective date of such transfer or sale. This notice will include i) Notice that XOOM shall discontinue providing services to the customer, ii) notice of the date by which XOOM will discontinue providing services to the customer, iii) notice that unless you select an alternate supplier, that you will be assigned to the proposed transferee or buyer, iv) notice that the change of supplier shall be without charge to the customer, v) any differences between the rates, terms, and conditions offered by XOOM and the proposed transferee or buyer, or confirm that all rates, terms, and conditions offered by XOOM will remain the same with the proposed transferee or buyer after assignment, vi) the name, address, telephone number, and e-mail address of the proposed transferee or buyer, vii) the date that by which you must select an alternate supplier, which may include selection of utility default service, in order for such selection to be effective by your next meter read date, viii) notice that no early termination fee will be charged to you in the event that a customer selects an alternate supplier by the date indicated in this written notice.

Service Complaints, Emergencies: For service complaints and to report an emergency, such as power outage or downed power line, you should contact your local utility.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the New Hampshire Department of Public Utilities. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit history to determine if your credit standing is satisfactory for obtaining electricity under this Agreement. XOOM will not release your confidential information without a written authorization statement that includes your name, account number(s), and the unique utility assigned authorization. Confidential information includes, but is not limited to, your name, address, e-mail address and telephone number; and your individual payment information. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement.

National Do Not Call Registry: The National Do Not Call registry gives you the option as to whether to receive telemarketing calls at home. For more information about the registry, you can call the Do Not Call Registry at 1-888-382-1222 or visit the official website at www.donotcall.gov.

Social Services Agencies: The following are community action agencies available to low income customers for bill payment assistance:

- **Belknap and Merrimack Counties:**
Community Action Program Belknap-Merrimack Counties, Inc.
PO Box 1016, 2 Industrial Park Drive
Concord, NH 03302
Phone: (603) 225-3295
www.bm-cap.org
- **Rockingham County:**
Rockingham Community Action

4 Cutts Street
Portsmouth, NH 03801
Phone: (603) 431-2911
www.rcaction.org

- **Hillsborough County:**
Southern New Hampshire Services, Inc.
40 Pine Street
Manchester, NH 03103
Phone: (603) 668-8010
www.snhs.org
- **Cheshire & Sullivan Counties:**
Southwestern Community Services
 - **Cheshire County:**
63 Community Way
PO Box 603
Keene, NH 03431
Phone: (603) 352-7512
 - **Sullivan County:**
96-102 Main Street
PO Box 1338
Claremont, NH 03743
Phone: (603) 542-9528
www.scshehelps.org
- **Coos, Carroll and Grafton Counties:**
Tri-County Community Action Program
30 Exchange Street
Berlin, NH 03570
Phone: (603) 752-7100
www.tccap.org
- **Stafford County:**
Stafford County Community Action Committee
30 Saint Thomas St
Dover, NH 03820
Phone: (603) 749-1334

Financial assistance program information can be obtained by contacting the appropriate agency. You may also refer to the NHPUC's Consumer Services Division page located at: <http://www.puc.nh.gov/Consumer/consumer.htm>. Additionally, you may visit the Office of Consumer Advocate Assistance Program page located at: www.oaca.nh.gov/assistanceprograms.htm. For information regarding eligibility and how to apply, contact your local electric company or the NHPUC at 1-800-852-3793.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of electric power changes substantially.

Entire Agreement: This Agreement, together with the Enrollment form, Disclosure Summary, and/or Welcome Letter constitutes the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject matter.

Headquarters: XOOM is headquartered in: 11208 Statesville Road, Suite 200, Huntersville, NC 28078; 1-704-274-1450 (Office); 1-877-396-6041 (Facsimile); Internet Address: www.xoomenergy.com; Email Address: info@xoomenergy.com.

Please refer to "Customer Service, Dispute Resolution" above for contact information for complaints.

Net Metering: Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll. Failure to notify XOOM that your account is subject to net metering may result in immediate return to Default Service of your account.

Miscellaneous: For the purpose of bill accounting, both parties accept the quantity, quality and measurements determined by your local utility. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement will be governed by the laws of the state of New Hampshire regardless of the state's choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays.

New Hampshire Disclosure Summary

Residential Customers

Product Name	SimpleClean 12		
Length of the Agreement	12 months		
Fixed Per kWh Price	\$0.1059/kWh		
Charges	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used. For more details on your price, please see your Terms and Conditions.		
Fixed Price Residential Customers who use	500 kWh of electricity	1000 kWh of electricity	1500 kWh of electricity
Will Pay	\$0.1059	\$0.1059	\$0.1059
Environmental Characteristics	Yes, 50%		
Early Termination Fee	Yes, \$110		
Late Payment Fee	Yes, greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month.		
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. XOOM will send you written notice at no less than 45 days and no more than 60 days prior to the end of the Term. The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew to one of XOOM's available products as described in your renewal notice.		
Electric Assistance Program	Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.		

Residential and Small Non Residential Standard Offer Service Consumer Information about Your Electricity Supply

1/1/2017 - 12/31/2017

Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling your electric utility or competitive supplier, or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at <http://www.puc.nh.gov> or on your electric provider's website.

Power Sources

This supplier provided electricity with the following resources:

	<u>Supplier's Mix</u>	<u>New England Mix</u>
Biomass	2.00%	2.00%
Coal	4.60%	4.60%
Diesel	0.90%	0.90 %
Digester Gas	0.10%	0.10%
Efficient Resource	0.20%	0.20%
Fuel Cell	0.30%	0.30%
Hydroelectric	7.00%	7.00%
Hydrokinetic	0.00%	0.00%
Jet	0.00%	0.00%
Landfill Gas	0.60%	0.60%
Solid Municipal Waste	1.00%	1.00%
Nuclear	29.10%	29.10%
Natural Gas	37.70%	37.70%
Oil	7.40%	7.40%
Solar	2.20%	2.20%
Trash-to-energy	2.10%	2.10%
Wind	3.10%	3.10%
Wood	1.60%	1.60%
Total	100.0%	100.0%

Air Emissions Sources

This table compares air emissions from this supplier's electricity mix to average emission levels from all Regional power sources.

	<u>Supplier's Mix (lbs/MWh)</u>
Carbon Dioxide (CO2)	3639.96
Nitrogen Oxide (NOx)	3.83
Sulfur Dioxide (SO2)	6.02

Notes: lbs/MWh = pounds per Megawatt-hour
1 Megawatt-hour = 1,000 kilowatt-hours

Additional Information and Required Notes

Power Sources - This product meets the New Hampshire green power requirements through the voluntary purchase of Renewable Energy Credits (REC's) from Texas wind. The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. 'Known Resources' include resources that are owned by, or under contract to, the supplier. 'System Power' represents power purchased in the regional electricity market. Electric suppliers are required to obtain a certain amount of renewable energy in accordance with RSA 362-F, the state's renewable portfolio standard law. They may also choose to obtain amounts of renewable energy above their legal obligation, and utilities must also offer a renewable energy option to allow customers to choose to support the purchase of additional renewable energy by the utility.

Air Emissions - Carbon Dioxide (CO2) is released when fossil fuels (e.g., coal, oil and natural gas) are burned. CO2, a greenhouse gas, is a major contributor to climate change. Nitrogen Oxides (NOx) form when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (smog), and may cause respiratory illness with frequent high level exposure. NOx also contribute to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life. Sulfur Dioxide (SO2) is formed when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO2 include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO2 combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.

If you have questions or need further explanation please call XOOM Energy New Hampshire, LLC at 1-888-997-8979 or the New Hampshire Public Utilities Commission, toll-free at 1-800-852-3793.

SIMPLECLEAN 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy New Hampshire's SimpleClean 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms. Alternative methods of terminating service with XOOM include contracting with a new electricity supplier, contracting with an aggregator granted agency authority, or by contacting your local utility to select utility default service.

Service & Term: XOOM Energy New Hampshire, LLC ("XOOM" or "Company") agrees to act as your exclusive electric power supplier. XOOM is registered by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity as a competitive electric power supplier ("CEPS") in the State of New Hampshire (Registration No. DM 13-185). The Term of this Agreement will begin with your first meter read by your local utility following your acceptance into the program and will continue for twelve (12) months. You also have the right to change your CEPS at any time and with no advance notice requirement, subject to the payment of any termination fees and all other terms of this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM Energy is not an agent of your local utility and your utility will not be liable for any of XOOM Energy's acts, omissions or representations.

Price: Your rate for electric power purchases will be a fixed price of \$0.1059 per kWh, plus taxes and fees, if applicable. You understand that XOOM's price does not include (and that you will be billed by the distribution company for) charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. The average monthly price for service can be found in your Disclosure Summary, which is incorporated into this Agreement.

Preferred Form of Communication: You understand that by accepting this Agreement, you have consented to being sent any future notices and disclosures in electronic form, rather than paper form, and have selected electronic communications as your preferred method of communication. You also understand and that you have the option to supplement your electronic communications with US Mail at any time during your contract by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. XOOM will send you written notice no less than 45 days and no more than 60 days prior to the end of the Term. The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew to one of XOOM's available products as described in your renewal notice. XOOM reserves the right, with fifteen (15) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement.

Rescission: If you initially received this Agreement in person or electronically, you may rescind your authorization to use XOOM by notifying XOOM within five (5) business days from the date of the initial electronic delivery of this Agreement. If you initially received this Agreement by first class mail, you may rescind your authorization to use XOOM six (6) business days from the initial postmarked date without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Relocation: When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you or XOOM may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee") of \$110 which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses.

Credit and Deposits: This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. If XOOM holds your deposit longer than thirty (30) days, your deposit will accrue interest from the day it was received by XOOM at a rate in accordance with applicable law.

Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility providing a corrected meter reading to XOOM. XOOM will pass through to you all costs and fees related to the collection of any past due charges, including but not limited to collection agency fees, legal and court fees and account termination fees. By accepting this Agreement, you understand and agree to allow your utility to share billing and payment information with XOOM, including participation in budget billing or extended payment arrangements. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are in the process of filing or plan to begin any bankruptcy proceedings. Payments are due on the date determined by your local utility and stated on the local utility bill. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks. XOOM may terminate this Agreement with ten (10) days written notice for non-payment. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at xoomenergy.com by sending a letter to: XOOM Energy New Hampshire, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If you have questions about your rights and responsibilities as a rate payer or want to file a complaint regarding disputes with

XOOM, please contact NHPUC's Consumer Services and External Affairs Division at 1-800-852-3793.

Assignment: This Agreement or any XOOM obligations under this Agreement are assignable by XOOM without requiring your consent. In the event that XOOM proposes to transfer or sell the right to serve existing customer accounts, XOOM will provide a written notice to each affected customer no less than 30 days prior to the effective date of such transfer or sale. This notice will include i) Notice that XOOM shall discontinue providing services to the customer, ii) notice of the date by which XOOM will discontinue providing services to the customer, iii) notice that unless you select an alternate supplier, that you will be assigned to the proposed transferee or buyer, iv) notice that the change of supplier shall be without charge to the customer, v) any differences between the rates, terms, and conditions offered by XOOM and the proposed transferee or buyer, or confirm that all rates, terms, and conditions offered by XOOM will remain the same with the proposed transferee or buyer after assignment, vi) the name, address, telephone number, and e-mail address of the proposed transferee or buyer, vii) the date that by which you must select an alternate supplier, which may include selection of utility default service, in order for such selection to be effective by your next meter read date, viii) notice that no early termination fee will be charged to you in the event that a customer selects an alternate supplier by the date indicated in this written notice.

Service Complaints, Emergencies: For service complaints and to report an emergency, such as power outage or downed power line, you should contact your local utility.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the New Hampshire Department of Public Utilities. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit history to determine if your credit standing is satisfactory for obtaining electricity under this Agreement. XOOM will not release your confidential information without a written authorization statement that includes your name, account number(s), and the unique utility assigned authorization. Confidential information includes, but is not limited to, your name, address, e-mail address and telephone number; and your individual payment information. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement.

National Do Not Call Registry: The National Do Not Call registry gives you the option as to whether to receive telemarketing calls at home. For more information about the registry, you can call the Do Not Call Registry at 1-888-382-1222 or visit the official website at www.donotcall.gov.

Social Services Agencies: The following are community action agencies available to low income customers for bill payment assistance:

- **Belknap and Merrimack Counties:**
Community Action Program Belknap-Merrimack Counties, Inc.
PO Box 1016, 2 Industrial Park Drive
Concord, NH 03302
Phone: (603) 225-3295
www.bm-cap.org
- **Rockingham County:**
Rockingham Community Action

4 Cutts Street
Portsmouth, NH 03801
Phone: (603) 431-2911
www.rcaction.org

- **Hillsborough County:**
Southern New Hampshire Services, Inc.
40 Pine Street
Manchester, NH 03103
Phone: (603) 668-8010
www.snhs.org
- **Cheshire & Sullivan Counties:**
Southwestern Community Services
 - **Cheshire County:**
63 Community Way
PO Box 603
Keene, NH 03431
Phone: (603) 352-7512
 - **Sullivan County:**
96-102 Main Street
PO Box 1338
Claremont, NH 03743
Phone: (603) 542-9528
www.scshehelps.org
- **Coos, Carroll and Grafton Counties:**
Tri-County Community Action Program
30 Exchange Street
Berlin, NH 03570
Phone: (603) 752-7100
www.tccap.org
- **Stafford County:**
Stafford County Community Action Committee
30 Saint Thomas St
Dover, NH 03820
Phone: (603) 749-1334

Financial assistance program information can be obtained by contacting the appropriate agency. You may also refer to the NHPUC's Consumer Services Division page located at: <http://www.puc.nh.gov/Consumer/consumer.htm>. Additionally, you may visit the Office of Consumer Advocate Assistance Program page located at: www.oaca.nh.gov/assistanceprograms.htm. For information regarding eligibility and how to apply, contact your local electric company or the NHPUC at 1-800-852-3793.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of electric power changes substantially.

Entire Agreement: This Agreement, together with the Enrollment form, Disclosure Summary, and/or Welcome Letter constitutes the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject matter.

Headquarters: XOOM is headquartered in: 11208 Statesville Road, Suite 200, Huntersville, NC 28078; 1-704-274-1450 (Office); 1-877-396-6041 (Facsimile); Internet Address: www.xoomenergy.com; Email Address: info@xoomenergy.com.

Please refer to "Customer Service, Dispute Resolution" above for contact information for complaints.

Net Metering: Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll. Failure to notify XOOM that your account is subject to net metering may result in immediate return to Default Service of your account.

Miscellaneous: For the purpose of bill accounting, both parties accept the quantity, quality and measurements determined by your local utility. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement will be governed by the laws of the state of New Hampshire regardless of the state's choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays.

New Hampshire Disclosure Summary

Small Commercial Customers

Product Name	BizLock 12
Length of the Agreement	12 months
Fixed Per kWh Price	\$0.1129/kWh
Charges	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used. For more details on your price, please see your Terms and Conditions.
Environmental Characteristics	No
Early Termination Fee	Yes, \$500
Late Payment Fee	Yes, greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. XOOM will send you written notice at no less than 45 days and no more than 60 days prior to the end of the Term. The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew to one of XOOM's available products as described in your renewal notice.

Residential and Small Non Residential Standard Offer Service

Consumer Information about Your Electricity Supply< 1/1/2017 - 12/31/2017

Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling your electric utility or competitive supplier, or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at <http://www.puc.nh.gov> or on your electric provider's website.

Power Sources

This supplier provided electricity with the following resources:

	<u>Supplier's Mix</u>	<u>New England Mix</u>
Biomass	2.00%	2.00%
Coal	4.60%	4.60%
Diesel	0.90%	0.90 %
Digester Gas	0.10%	0.10%
Efficient Resource	0.20%	0.20%
Fuel Cell	0.30%	0.30%
Hydroelectric	7.00%	7.00%
Hydrokinetic	0.00%	0.00%
Jet	0.00%	0.00%
Landfill Gas	0.60%	0.60%
Solid Municipal Waste	1.00%	1.00%
Nuclear	29.10%	29.10%
Natural Gas	37.70%	37.70%
Oil	7.40%	7.40%
Solar	2.20%	2.20%
Trash-to-energy	2.10%	2.10%
Wind	3.10%	3.10%
Wood	1.60%	1.60%
Total	100.0%	100.0%

Air Emissions Sources

This table compares air emissions from this supplier's electricity mix to average emission levels from all Regional power sources.

	<u>Supplier's Mix</u> <u>(lbs/MWh)</u>
Carbon Dioxide (CO2)	3639.96
Nitrogen Oxide (NOx)	3.83
Sulfur Dioxide (SO2)	6.02

Notes: lbs/MWh = pounds per Megawatt-hour
1 Megawatt-hour = 1,000 kilowatt-hours

Additional Information and Required Notes

Power Sources - The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. 'Known Resources' include resources that are owned by, or under contract to, the supplier. 'System Power' represents power purchased in the regional electricity market. Electric suppliers are required to obtain a certain amount of renewable energy in accordance with RSA 362-F, the state's renewable portfolio standard law. They may also choose to obtain amounts of renewable energy above their legal obligation, and utilities must also offer a renewable energy option to allow customers to choose to support the purchase of additional renewable energy by the utility.

Air Emissions - Carbon Dioxide (CO2) is released when fossil fuels (e.g., coal, oil and natural gas) are burned. CO2, a greenhouse gas, is a major contributor to climate change. Nitrogen Oxides (NOx) form when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (smog), and may cause respiratory illness with frequent high level exposure. NOx also contribute to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life. Sulfur Dioxide (SO2) is formed when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO2 include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO2 combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.

If you have questions or need further explanation please call XOOM Energy New Hampshire, LLC at 1-888-997-8979 or the New Hampshire Public Utilities Commission, toll-free at 1-800-852-3793.

BIZLOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy New Hampshire's BizLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms. Alternative methods of terminating service with XOOM include contracting with a new electricity supplier, contracting with an aggregator granted agency authority, or by contacting your local utility to select utility default service.

Service & Term: XOOM Energy New Hampshire, LLC ("XOOM" or "Company") agrees to act as your exclusive electric power supplier. XOOM is registered by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity as a competitive electric power supplier ("CEPS") in the State of New Hampshire (Registration No. DM 13-185). The Term of this Agreement will begin with your first meter read by your local utility following your acceptance into the program and will continue for twelve (12) months. You also have the right to change your CEPS at any time and with no advance notice requirement, subject to the payment of any termination fees and all other terms of this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM Energy is not an agent of your local utility and your utility will not be liable for any of XOOM Energy's acts, omissions or representations.

Price: Your rate for electric power purchases will be a fixed price of \$0.1129 per kWh, plus taxes and fees, if applicable. You understand that XOOM's price does not include (and that you will be billed by the distribution company for) charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. The average monthly price for service can be found in your Disclosure Summary, which is incorporated into this Agreement.

Preferred Form of Communication: You understand that by accepting this Agreement, you have consented to being sent any future notices and disclosures in electronic form, rather than paper form, and have selected electronic communications as your preferred method of communication. You also understand and that you have the option to supplement your electronic communications with US Mail at any time during your contract by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. XOOM will send you written notice no less than 45 days and no more than 60 days prior to the end of the Term. The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew to one of XOOM's available products as described in your renewal notice. XOOM reserves the right, with fifteen (15) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement.

Rescission: If you initially received this Agreement in person or electronically, you may rescind your authorization to use XOOM by notifying XOOM within five (5) business days from the date of the initial electronic delivery of this Agreement. If you initially received this Agreement by first class mail, you may rescind your authorization to use XOOM six (6) business days from the initial postmarked date without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Relocation: When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you or XOOM may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee") of \$500 which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses.

Credit and Deposits: This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. If XOOM holds your deposit longer than thirty (30) days, your deposit will accrue interest from the day it was received by XOOM at a rate in accordance with applicable law.

Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility providing a corrected meter reading to XOOM. XOOM will pass through to you all costs and fees related to the collection of any past due charges, including but not limited to collection agency fees, legal and court fees and account termination fees. By accepting this Agreement, you understand and agree to allow your utility to share billing and payment information with XOOM, including participation in budget billing or extended payment arrangements. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are in the process of filing or plan to begin any bankruptcy proceedings. Payments are due on the date determined by your local utility and stated on the local utility bill. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks. XOOM may terminate this Agreement with ten (10) days written notice for non-payment. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at xoomenergy.com by sending a letter to: XOOM Energy New Hampshire, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If you have questions about your rights and responsibilities as a rate payer or want to file a complaint regarding disputes with

XOOM, please contact NHPUC's Consumer Services and External Affairs Division at 1-800-852-3793.

Assignment: This Agreement or any XOOM obligations under this Agreement are assignable by XOOM without requiring your consent. In the event that XOOM proposes to transfer or sell the right to serve existing customer accounts, XOOM will provide a written notice to each affected customer no less than 30 days prior to the effective date of such transfer or sale. This notice will include i) Notice that XOOM shall discontinue providing services to the customer, ii) notice of the date by which XOOM will discontinue providing services to the customer, iii) notice that unless you select an alternate supplier, that you will be assigned to the proposed transferee or buyer, iv) notice that the change of supplier shall be without charge to the customer, v) any differences between the rates, terms, and conditions offered by XOOM and the proposed transferee or buyer, or confirm that all rates, terms, and conditions offered by XOOM will remain the same with the proposed transferee or buyer after assignment, vi) the name, address, telephone number, and e-mail address of the proposed transferee or buyer, vii) the date that by which you must select an alternate supplier, which may include selection of utility default service, in order for such selection to be effective by your next meter read date, viii) notice that no early termination fee will be charged to you in the event that a customer selects an alternate supplier by the date indicated in this written notice.

Service Complaints, Emergencies: For service complaints and to report an emergency, such as power outage or downed power line, you should contact your local utility.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the New Hampshire Department of Public Utilities. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit history to determine if your credit standing is satisfactory for obtaining electricity under this Agreement. XOOM will not release your confidential information without a written authorization statement that includes your name, account number(s), and the unique utility assigned authorization. Confidential information includes, but is not limited to, your name, address, e-mail address and telephone number; and your individual payment information. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of electric power changes substantially.

Entire Agreement: This Agreement, together with the Enrollment form, Disclosure Summary, and/or Welcome Letter constitutes the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject

matter.

Headquarters: XOOM is headquartered in: 11208 Statesville Road, Suite 200, Huntersville, NC 28078; 1-704-274-1450 (Office); 1-877-396-6041 (Facsimile); Internet Address: www.xoomenergy.com; Email Address: info@xoomenergy.com.

Please refer to "Customer Service, Dispute Resolution" above for contact information for complaints.

Net Metering: Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll. Failure to notify XOOM that your account is subject to net metering may result in immediate return to Default Service of your account.

Miscellaneous: For the purpose of bill accounting, both parties accept the quantity, quality and measurements determined by your local utility. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement will be governed by the laws of the state of New Hampshire regardless of the state's choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays.

New Hampshire Disclosure Summary

Small Commercial Customers

Product Name	BizSimpleClean 12
Length of the Agreement	12 months
Fixed Per kWh Price	\$0.1129/kWh
Charges	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used. For more details on your price, please see your Terms and Conditions.
Environmental Characteristics	Yes, 50%
Early Termination Fee	Yes, \$500
Late Payment Fee	Yes, greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. XOOM will send you written notice at no less than 45 days and no more than 60 days prior to the end of the Term. The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew to one of XOOM's available products as described in your renewal notice.

Residential and Small Non Residential Standard Offer Service
Consumer Information about Your Electricity Supply
1/1/2017 - 12/31/2017

Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling your electric utility or competitive supplier, or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at <http://www.puc.nh.gov> or on your electric provider's website.

Power Sources

This supplier provided electricity with the following resources:

	<u>Supplier's Mix</u>	<u>New England Mix</u>
Biomass	2.00%	2.00%
Coal	4.60%	4.60%
Diesel	0.90%	0.90 %
Digester Gas	0.10%	0.10%
Efficient Resource	0.20%	0.20%
Fuel Cell	0.30%	0.30%
Hydroelectric	7.00%	7.00%
Hydrokinetic	0.00%	0.00%
Jet	0.00%	0.00%
Landfill Gas	0.60%	0.60%
Solid Municipal Waste	1.00%	1.00%
Nuclear	29.10%	29.10%
Natural Gas	37.70%	37.70%
Oil	7.40%	7.40%
Solar	2.20%	2.20%
Trash-to-energy	2.10%	2.10%
Wind	3.10%	3.10%
Wood	1.60%	1.60%
Total	100.0%	100.0%

Air Emissions Sources

This table compares air emissions from this supplier's electricity mix to average emission levels from all Regional power sources.

	<u>Supplier's Mix</u> <u>(lbs/MWh)</u>
Carbon Dioxide (CO2)	3639.96
Nitrogen Oxide (NOx)	3.83
Sulfur Dioxide (SO2)	6.02

Notes: lbs/MWh = pounds per Megawatt-hour
1 Megawatt-hour = 1,000 kilowatt-hours

Additional Information and Required Notes

Power Sources - This product meets the New Hampshire green power requirements through the voluntary purchase of Renewable Energy Credits (REC's) from Texas wind. The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. 'Known Resources' include resources that are owned by, or under contract to, the supplier. 'System Power' represents power purchased in the regional electricity market. Electric suppliers are required to obtain a certain amount of renewable energy in accordance with RSA 362-F, the state's renewable portfolio standard law. They may also choose to obtain amounts of renewable energy above their legal obligation, and utilities must also offer a renewable energy option to allow customers to choose to support the purchase of additional renewable energy by the utility.

Air Emissions - Carbon Dioxide (CO2) is released when fossil fuels (e.g., coal, oil and natural gas) are burned. CO2, a greenhouse gas, is a major contributor to climate change. Nitrogen Oxides (NOx) form when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (smog), and may cause respiratory illness with frequent high level exposure. NOx also contribute to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life. Sulfur Dioxide (SO2) is formed when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO2 include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO2 combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.

If you have questions or need further explanation please call XOOM Energy New Hampshire, LLC at 1-888-997-8979 or the New Hampshire Public Utilities Commission, toll-free at 1-800-852-3793.

BIZSIMPLECLEAN 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy New Hampshire's BizSimpleClean 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms. Alternative methods of terminating service with XOOM include contracting with a new electricity supplier, contracting with an aggregator granted agency authority, or by contacting your local utility to select utility default service.

Service & Term: XOOM Energy New Hampshire, LLC ("XOOM" or "Company") agrees to act as your exclusive electric power supplier. XOOM is registered by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity as a competitive electric power supplier ("CEPS") in the State of New Hampshire (Registration No. DM 13-185). The Term of this Agreement will begin with your first meter read by your local utility following your acceptance into the program and will continue for twelve (12) months. You also have the right to change your CEPS at any time and with no advance notice requirement, subject to the payment of any termination fees and all other terms of this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM Energy is not an agent of your local utility and your utility will not be liable for any of XOOM Energy's acts, omissions or representations.

Price: Your rate for electric power purchases will be a fixed price of \$0.1129 per kWh, plus taxes and fees, if applicable. You understand that XOOM's price does not include (and that you will be billed by the distribution company for) charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. The average monthly price for service can be found in your Disclosure Summary, which is incorporated into this Agreement.

Preferred Form of Communication: You understand that by accepting this Agreement, you have consented to being sent any future notices and disclosures in electronic form, rather than paper form, and have selected electronic communications as your preferred method of communication. You also understand and that you have the option to supplement your electronic communications with US Mail at any time during your contract by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. XOOM will send you written notice no less than 45 days and no more than 60 days prior to the end of the Term. The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew to one of XOOM's available products as described in your renewal notice. XOOM reserves the right, with fifteen (15) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement.

Rescission: If you initially received this Agreement in person or electronically, you may rescind your authorization to use XOOM by notifying XOOM within five (5) business days from the date of the initial electronic delivery of this Agreement. If you initially received this Agreement by first class mail, you may rescind your authorization to use XOOM six (6) business days from the initial postmarked date without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Relocation: When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you or XOOM may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee") of \$500 which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses.

Credit and Deposits: This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. If XOOM holds your deposit longer than thirty (30) days, your deposit will accrue interest from the day it was received by XOOM at a rate in accordance with applicable law.

Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility providing a corrected meter reading to XOOM. XOOM will pass through to you all costs and fees related to the collection of any past due charges, including but not limited to collection agency fees, legal and court fees and account termination fees. By accepting this Agreement, you understand and agree to allow your utility to share billing and payment information with XOOM, including participation in budget billing or extended payment arrangements. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are in the process of filing or plan to begin any bankruptcy proceedings. Payments are due on the date determined by your local utility and stated on the local utility bill. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks. XOOM may terminate this Agreement with ten (10) days written notice for non-payment. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at xoomenergy.com by sending a letter to: XOOM Energy New Hampshire, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If you have questions about your rights and responsibilities as a rate payer or want to file a complaint regarding disputes with

XOOM, please contact NHPUC's Consumer Services and External Affairs Division at 1-800-852-3793.

Assignment: This Agreement or any XOOM obligations under this Agreement are assignable by XOOM without requiring your consent. In the event that XOOM proposes to transfer or sell the right to serve existing customer accounts, XOOM will provide a written notice to each affected customer no less than 30 days prior to the effective date of such transfer or sale. This notice will include i) Notice that XOOM shall discontinue providing services to the customer, ii) notice of the date by which XOOM will discontinue providing services to the customer, iii) notice that unless you select an alternate supplier, that you will be assigned to the proposed transferee or buyer, iv) notice that the change of supplier shall be without charge to the customer, v) any differences between the rates, terms, and conditions offered by XOOM and the proposed transferee or buyer, or confirm that all rates, terms, and conditions offered by XOOM will remain the same with the proposed transferee or buyer after assignment, vi) the name, address, telephone number, and e-mail address of the proposed transferee or buyer, vii) the date that by which you must select an alternate supplier, which may include selection of utility default service, in order for such selection to be effective by your next meter read date, viii) notice that no early termination fee will be charged to you in the event that a customer selects an alternate supplier by the date indicated in this written notice.

Service Complaints, Emergencies: For service complaints and to report an emergency, such as power outage or downed power line, you should contact your local utility.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the New Hampshire Department of Public Utilities. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit history to determine if your credit standing is satisfactory for obtaining electricity under this Agreement. XOOM will not release your confidential information without a written authorization statement that includes your name, account number(s), and the unique utility assigned authorization. Confidential information includes, but is not limited to, your name, address, e-mail address and telephone number; and your individual payment information. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of electric power changes substantially.

Entire Agreement: This Agreement, together with the Enrollment form, Disclosure Summary, and/or Welcome Letter constitutes the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject

matter.

Headquarters: XOOM is headquartered in: 11208 Statesville Road, Suite 200, Huntersville, NC 28078; 1-704-274-1450 (Office); 1-877-396-6041 (Facsimile); Internet Address: www.xoomenergy.com; Email Address: info@xoomenergy.com.

Please refer to "Customer Service, Dispute Resolution" above for contact information for complaints.

Net Metering: Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll. Failure to notify XOOM that your account is subject to net metering may result in immediate return to Default Service of your account.

Miscellaneous: For the purpose of bill accounting, both parties accept the quantity, quality and measurements determined by your local utility. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement will be governed by the laws of the state of New Hampshire regardless of the state's choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays.

New Hampshire Disclosure Summary

Residential Customers

Product Name	SimpleFlex
Length of the Agreement	Month-to-Month
Variable Price Components	<p>Your rate for energy purchases will be a variable rate, per kWh, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies, including XOOM's profit margin.</p> <p>For more details on your price, please refer to your Terms and Conditions.</p>
Charges	<p>Your rate for energy purchases will be a variable rate, per kWh, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. For more details on your price, please refer to your Terms and Conditions.</p>
Environmental Characteristics	No
Early Termination Fee	No
Late Payment Fee	Yes, greater of the 1.5%, or the maximum permitted by law, based on your total outstanding balance per month.
Renewal Terms	Your electric supply service with XOOM will continue on a month-to-month basis until terminated by you or XOOM in accordance with your terms and conditions.
Electric Assistance Program	Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.

Residential and Small Non Residential Standard Offer Service

Consumer Information about Your Electricity Supply< 1/1/2017 - 12/31/2017

Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling your electric utility or competitive supplier, or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at <http://www.puc.nh.gov> or on your electric provider's website.

Power Sources

This supplier provided electricity with the following resources:

	<u>Supplier's Mix</u>	<u>New England Mix</u>
Biomass	2.00%	2.00%
Coal	4.60%	4.60%
Diesel	0.90%	0.90 %
Digester Gas	0.10%	0.10%
Efficient Resource	0.20%	0.20%
Fuel Cell	0.30%	0.30%
Hydroelectric	7.00%	7.00%
Hydrokinetic	0.00%	0.00%
Jet	0.00%	0.00%
Landfill Gas	0.60%	0.60%
Solid Municipal Waste	1.00%	1.00%
Nuclear	29.10%	29.10%
Natural Gas	37.70%	37.70%
Oil	7.40%	7.40%
Solar	2.20%	2.20%
Trash-to-energy	2.10%	2.10%
Wind	3.10%	3.10%
Wood	1.60%	1.60%
Total	100.0%	100.0%

Air Emissions Sources

This table compares air emissions from this supplier's electricity mix to average emission levels from all Regional power sources.

	<u>Supplier's Mix</u> <u>(lbs/MWh)</u>
Carbon Dioxide (CO2)	3639.96
Nitrogen Oxide (NOx)	3.83
Sulfur Dioxide (SO2)	6.02

Notes: lbs/MWh = pounds per Megawatt-hour
1 Megawatt-hour = 1,000 kilowatt-hours

Additional Information and Required Notes

Power Sources - The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. 'Known Resources' include resources that are owned by, or under contract to, the supplier. 'System Power' represents power purchased in the regional electricity market. Electric suppliers are required to obtain a certain amount of renewable energy in accordance with RSA 362-F, the state's renewable portfolio standard law. They may also choose to obtain amounts of renewable energy above their legal obligation, and utilities must also offer a renewable energy option to allow customers to choose to support the purchase of additional renewable energy by the utility.

Air Emissions - Carbon Dioxide (CO2) is released when fossil fuels (e.g., coal, oil and natural gas) are burned. CO2, a greenhouse gas, is a major contributor to climate change. Nitrogen Oxides (NOx) form when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (smog), and may cause respiratory illness with frequent high level exposure. NOx also contribute to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life. Sulfur Dioxide (SO2) is formed when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO2 include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO2 combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.

If you have questions or need further explanation please call XOOM Energy New Hampshire, LLC at 1-888-997-8979 or the New Hampshire Public Utilities Commission, toll-free at 1-800-852-3793.

SIMPLEFLEX TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy New Hampshire's SimpleFlex plan for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance to the terms contained herein. Alternative methods of terminating service with XOOM include contracting with a new electricity supplier, contracting with an aggregator granted agency authority, or by contacting your local utility to select utility default service.

Service & Term: XOOM Energy New Hampshire, LLC ("XOOM" or "Company") agrees to act as your exclusive electric power supplier. XOOM is registered with by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity as a competitive electric power supplier ("CEPS") in the State of New Hampshire (Registration No. DM 13-185). The Term of this Agreement will begin with your first meter read by your local utility following your acceptance into the SimpleFlex program and will continue on a month-to-month basis as set forth in your Disclosure Summary, which is incorporated into this Agreement. You also have the right to change your CEPS subject to the terms of this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: Your rate for energy purchases will be a variable rate, per kWh, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies, including XOOM's profit margin. Your variable rate is not based on market prices or a price index. You understand that XOOM's price does not include (and that you will be billed by the distribution company for) charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. You will not know what price you will pay for electricity used until your bill is issued. It may take one or more billing cycles for a price variation to become effective. XOOM will post on its website your variable price for the next billing period at least 5 days prior to the close of your billing period. You can access your upcoming variable price by visiting the XOOM Energy New Hampshire website at <https://xoomenergy.com/en/new-hampshire-variable-rates> and clicking on "Upcoming Variable Rate". You can access the maximum and minimum monthly price that a similarly situated retail customer in New Hampshire would have paid over the preceding 12-month period by visiting <https://xoomenergy.com/en/new-hampshire-variable-rates> and clicking on "12 Month Historical Variable Rate".

Preferred Form of Communication: You understand that by accepting this Agreement, you have consented to being sent any future notices and disclosures in electronic form, rather than paper form, and have selected electronic communications as your preferred method of communication. You also understand and that you have the

option to supplement your electronic communications with US Mail at any time during your contract by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Rescission: If you initially received this Agreement in person or electronically, you may rescind your authorization to use XOOM without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com within five (5) business days from the date of the initial electronic delivery of this Agreement. If you initially received this Agreement by first class mail, you may rescind your authorization to use XOOM six (6) business days from the initial postmarked date without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Relocation: When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you or XOOM may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

Credit and Deposits: This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. If XOOM holds your deposit longer than thirty (30) days, your deposit will accrue interest from the day it was received by XOOM at an interest rate in accordance with applicable law.

Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility providing a corrected meter reading to XOOM. XOOM will pass through to you all costs and fees related to the collection of any past due charges, including but not limited to collection agency fees, legal and court fees and account termination fees. By accepting this Agreement, you understand and agree to allow your utility to share billing and payment information with XOOM, including participation in budget billing or extended payment arrangements. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are in the process of filing or plan to begin any bankruptcy proceedings. Payments are due on the date determined by your local utility and stated on the local utility bill. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks. XOOM may terminate this Agreement with ten (10) days written notice for non-payment. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at xoomenergy.com by sending a letter to: XOOM Energy New Hampshire, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If you have questions about your rights and responsibilities as a rate payer or want to file a complaint regarding disputes with XOOM, please contact NHPUC's Consumer Services and External Affairs Division at 1-800-852-3793.

Assignment: This Agreement or any XOOM obligations under this Agreement are assignable by XOOM without requiring your consent. In the event that XOOM proposes to transfer or sell the right to serve existing customer

accounts, XOOM will provide a written notice to each affected customer no less than 30 days prior to the effective date of such transfer or sale. This notice will include i) Notice that XOOM shall discontinue providing services to the customer, ii) notice of the date by which XOOM will discontinue providing services to the customer, iii) notice that unless you select an alternate supplier, that you will be assigned to the proposed transferee or buyer, iv) notice that the change of supplier shall be without charge to the customer, v) any differences between the rates, terms, and conditions offered by XOOM and the proposed transferee or buyer, or confirm that all rates, terms, and conditions offered by XOOM will remain the same with the proposed transferee or buyer after assignment, vi) the name, address, telephone number, and e-mail address of the proposed transferee or buyer, vii) the date that by which you must select an alternate supplier, which may include selection of utility default service, in order for such selection to be effective by your next meter read date, viii) notice that no early termination fee will be charged to you in the event that a customer selects an alternate supplier by the date indicated in this written notice.

Service Complaints, Emergencies: For service complaints and to report an emergency, such as power outage or downed power line, you should contact your local utility.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the NHPUC. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit history to determine if your credit standing is satisfactory for obtaining electricity under this Agreement. XOOM will not release your confidential information without a written authorization statement that includes your name, account number(s), and the unique utility assigned authorization. Confidential information includes, but is not limited to, your name, address, e-mail address and telephone number; and your individual payment information. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement.

National Do Not Call Registry: The National Do Not Call registry gives you the option as to whether to receive telemarketing calls at home. For more information about the registry, you can call the Do Not Call Registry at 1-888-382-1222 or visit the official website at www.donotcall.gov.

Social Services Agencies: The following are community action agencies available to low income customers for bill payment assistance:

- **Belknap and Merrimack Counties:**
Community Action Program Belknap-Merrimack Counties, Inc.
PO Box 1016, 2 Industrial Park Drive
Concord, NH 03302
Phone: (603) 225-3295
www.bm-cap.org
- **Rockingham County:**
Rockingham Community Action
4 Cutts Street
Portsmouth, NH 03801
Phone: (603) 431-2911

www.rcaction.org

- **Hillsborough County:**
Southern New Hampshire Services, Inc.
40 Pine Street
Manchester, NH 03103
Phone: (603) 668-8010
www.snhs.org
- **Cheshire & Sullivan Counties:**
Southwestern Community Services
 - **Cheshire County:**
63 Community Way
PO Box 603
Keene, NH 03431
Phone: (603) 352-7512
 - **Sullivan County:**
96-102 Main Street
PO Box 1338
Claremont, NH 03743
Phone: (603) 542-9528
www.scshehelps.org
- **Coos, Carroll and Grafton Counties:**
Tri-County Community Action Program
30 Exchange Street
Berlin, NH 03570
Phone: (603) 752-7100
www.tccap.org
- **Stafford County:**
Stafford County Community Action Committee
30 Saint Thomas St
Dover, NH 03820
Phone: (603) 749-1334

Financial assistance program information can be obtained by contacting the appropriate agency. You may also refer to the NHPUC's Consumer Services Division page located at: <http://www.puc.nh.gov/Consumer/consumer.htm>. Additionally, you may visit the Office of Consumer Advocate Assistance Program page located at: www.oaa.nh.gov/assistanceprograms.htm. For information regarding eligibility and how to apply, contact your local electric company or the NHPUC at 1-800-852-3793.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by a third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of electric power changes substantially.

Entire Agreement: This Agreement, together with the Enrollment form, Disclosure Summary, and/or Welcome Letter, constitutes the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.

Headquarters: XOOM is headquartered in: 11208 Statesville Road, Suite 200, Huntersville, NC 28078; 1-704-274-1450 (Office); 1-877-396-6041 (Facsimile); Internet Address: www.xoomenergy.com; Email Address: info@xoomenergy.com.

Please refer to "Customer Service, Dispute Resolution" above for contact information for complaints.

Net Metering: Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll. Failure to notify XOOM that your account is subject to net metering may result in immediate return to Default Service of your account.

Miscellaneous: For the purpose of bill accounting, both parties accept the quantity, quality and measurements determined by your local utility. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement will be governed by the laws of the state of New Hampshire regardless of the state's choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays.

New Hampshire Disclosure Summary

Residential Customers

Product Name	SimpleClean
Length of the Agreement	Month-to-Month
Variable Price Components	<p>Your rate for energy purchases will be a variable rate, per kWh, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies, including XOOM's profit margin.</p> <p>For more details on your price, please refer to your Terms and Conditions.</p>
Charges	<p>Your rate for energy purchases will be a variable rate, per kWh, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. For more details on your price, please refer to your Terms and Conditions.</p>
Environmental Characteristics	Yes, 50%
Early Termination Fee	No
Late Payment Fee	Yes, greater of the 1.5%, or the maximum permitted by law, based on your total outstanding balance per month.
Renewal Terms	Your electric supply service with XOOM will continue on a month-to-month basis until terminated by you or XOOM in accordance with your terms and conditions.
Electric Assistance Program	Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.

Residential and Small Non Residential Standard Offer Service
Consumer Information about Your Electricity Supply
1/1/2017 - 12/31/2017

Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling your electric utility or competitive supplier, or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at <http://www.puc.nh.gov> or on your electric provider's website.

Power Sources

This supplier provided electricity with the following resources:

	<u>Supplier's Mix</u>	<u>New England Mix</u>
Biomass	2.00%	2.00%
Coal	4.60%	4.60%
Diesel	0.90%	0.90 %
Digester Gas	0.10%	0.10%
Efficient Resource	0.20%	0.20%
Fuel Cell	0.30%	0.30%
Hydroelectric	7.00%	7.00%
Hydrokinetic	0.00%	0.00%
Jet	0.00%	0.00%
Landfill Gas	0.60%	0.60%
Solid Municipal Waste	1.00%	1.00%
Nuclear	29.10%	29.10%
Natural Gas	37.70%	37.70%
Oil	7.40%	7.40%
Solar	2.20%	2.20%
Trash-to-energy	2.10%	2.10%
Wind	3.10%	3.10%
Wood	1.60%	1.60%
Total	100.0%	100.0%

Air Emissions Sources

This table compares air emissions from this supplier's electricity mix to average emission levels from all Regional power sources.

	<u>Supplier's Mix</u> <u>(lbs/MWh)</u>
Carbon Dioxide (CO2)	3639.96
Nitrogen Oxide (NOx)	3.83
Sulfur Dioxide (SO2)	6.02

Notes: lbs/MWh = pounds per Megawatt-hour
1 Megawatt-hour = 1,000 kilowatt-hours

Additional Information and Required Notes

Power Sources - This product meets the New Hampshire green power requirements through the voluntary purchase of Renewable Energy Credits (REC's) from Texas wind. The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. 'Known Resources' include resources that are owned by, or under contract to, the supplier. 'System Power' represents power purchased in the regional electricity market. Electric suppliers are required to obtain a certain amount of renewable energy in accordance with RSA 362-F, the state's renewable portfolio standard law. They may also choose to obtain amounts of renewable energy above their legal obligation, and utilities must also offer a renewable energy option to allow customers to choose to support the purchase of additional renewable energy by the utility.

Air Emissions - Carbon Dioxide (CO2) is released when fossil fuels (e.g., coal, oil and natural gas) are burned. CO2, a greenhouse gas, is a major contributor to climate change. Nitrogen Oxides (NOx) form when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (smog), and may cause respiratory illness with frequent high level exposure. NOx also contribute to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life. Sulfur Dioxide (SO2) is formed when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO2 include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO2 combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.

If you have questions or need further explanation please call XOOM Energy New Hampshire, LLC at 1-888-997-8979 or the New Hampshire Public Utilities Commission, toll-free at 1-800-852-3793.

SIMPLECLEAN TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy New Hampshire's SimpleClean plan for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance to the terms contained herein. Alternative methods of terminating service with XOOM include contracting with a new electricity supplier, contracting with an aggregator granted agency authority, or by contacting your local utility to select utility default service.

Service & Term: XOOM Energy New Hampshire, LLC ("XOOM" or "Company") agrees to act as your exclusive electric power supplier. XOOM is registered with by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity as a competitive electric power supplier ("CEPS") in the State of New Hampshire (Registration No. DM 13-185). The Term of this Agreement will begin with your first meter read by your local utility following your acceptance into the SimpleClean program and will continue on a month-to-month basis as set forth in your Disclosure Summary, which is incorporated into this Agreement. You also have the right to change your CEPS subject to the terms of this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: Your rate for energy purchases will be a variable rate, per kWh, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies, including XOOM's profit margin. Your variable rate is not based on market prices or a price index. You understand that XOOM's price does not include (and that you will be billed by the distribution company for) charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. You will not know what price you will pay for electricity used until your bill is issued. It may take one or more billing cycles for a price variation to become effective. XOOM will post on its website your variable price for the next billing period at least 5 days prior to the close of your billing period. You can access your upcoming variable price by visiting the XOOM Energy New Hampshire website at <https://xoomenergy.com/en/new-hampshire-variable-rates> and clicking on "Upcoming Variable Rate". You can access the maximum and minimum monthly price that a similarly situated retail customer in New Hampshire would have paid over the preceding 12-month period by visiting <https://xoomenergy.com/en/new-hampshire-variable-rates> and clicking on "12 Month Historical Variable Rate".

Preferred Form of Communication: You understand that by accepting this Agreement, you have consented to being sent any future notices and disclosures in electronic form, rather than paper form, and have selected electronic communications as your preferred method of communication. You also understand and that you have the

option to supplement your electronic communications with US Mail at any time during your contract by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Rescission: If you initially received this Agreement in person or electronically, you may rescind your authorization to use XOOM without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com within five (5) business days from the date of the initial electronic delivery of this Agreement. If you initially received this Agreement by first class mail, you may rescind your authorization to use XOOM six (6) business days from the initial postmarked date without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Relocation: When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you or XOOM may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

Credit and Deposits: This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. If XOOM holds your deposit longer than thirty (30) days, your deposit will accrue interest from the day it was received by XOOM at an interest rate in accordance with applicable law.

Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility providing a corrected meter reading to XOOM. XOOM will pass through to you all costs and fees related to the collection of any past due charges, including but not limited to collection agency fees, legal and court fees and account termination fees. By accepting this Agreement, you understand and agree to allow your utility to share billing and payment information with XOOM, including participation in budget billing or extended payment arrangements. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are in the process of filing or plan to begin any bankruptcy proceedings. Payments are due on the date determined by your local utility and stated on the local utility bill. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks. XOOM may terminate this Agreement with ten (10) days written notice for non-payment. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at xoomenergy.com by sending a letter to: XOOM Energy New Hampshire, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If you have questions about your rights and responsibilities as a rate payer or want to file a complaint regarding disputes with XOOM, please contact NHPUC's Consumer Services and External Affairs Division at 1-800-852-3793.

Assignment: This Agreement or any XOOM obligations under this Agreement are assignable by XOOM without requiring your consent. In the event that XOOM proposes to transfer or sell the right to serve existing customer

accounts, XOOM will provide a written notice to each affected customer no less than 30 days prior to the effective date of such transfer or sale. This notice will include i) Notice that XOOM shall discontinue providing services to the customer, ii) notice of the date by which XOOM will discontinue providing services to the customer, iii) notice that unless you select an alternate supplier, that you will be assigned to the proposed transferee or buyer, iv) notice that the change of supplier shall be without charge to the customer, v) any differences between the rates, terms, and conditions offered by XOOM and the proposed transferee or buyer, or confirm that all rates, terms, and conditions offered by XOOM will remain the same with the proposed transferee or buyer after assignment, vi) the name, address, telephone number, and e-mail address of the proposed transferee or buyer, vii) the date that by which you must select an alternate supplier, which may include selection of utility default service, in order for such selection to be effective by your next meter read date, viii) notice that no early termination fee will be charged to you in the event that a customer selects an alternate supplier by the date indicated in this written notice.

Service Complaints, Emergencies: For service complaints and to report an emergency, such as power outage or downed power line, you should contact your local utility.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the NHPUC. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit history to determine if your credit standing is satisfactory for obtaining electricity under this Agreement. XOOM will not release your confidential information without a written authorization statement that includes your name, account number(s), and the unique utility assigned authorization. Confidential information includes, but is not limited to, your name, address, e-mail address and telephone number; and your individual payment information. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement.

National Do Not Call Registry: The National Do Not Call registry gives you the option as to whether to receive telemarketing calls at home. For more information about the registry, you can call the Do Not Call Registry at 1-888-382-1222 or visit the official website at www.donotcall.gov.

Social Services Agencies: The following are community action agencies available to low income customers for bill payment assistance:

- **Belknap and Merrimack Counties:**
Community Action Program Belknap-Merrimack Counties, Inc.
PO Box 1016, 2 Industrial Park Drive
Concord, NH 03302
Phone: (603) 225-3295
www.bm-cap.org
- **Rockingham County:**
Rockingham Community Action
4 Cutts Street
Portsmouth, NH 03801
Phone: (603) 431-2911

www.rcaction.org

- **Hillsborough County:**
Southern New Hampshire Services, Inc.
40 Pine Street
Manchester, NH 03103
Phone: (603) 668-8010
www.snhs.org
- **Cheshire & Sullivan Counties:**
Southwestern Community Services
 - **Cheshire County:**
63 Community Way
PO Box 603
Keene, NH 03431
Phone: (603) 352-7512
 - **Sullivan County:**
96-102 Main Street
PO Box 1338
Claremont, NH 03743
Phone: (603) 542-9528
www.scshehelps.org
- **Coos, Carroll and Grafton Counties:**
Tri-County Community Action Program
30 Exchange Street
Berlin, NH 03570
Phone: (603) 752-7100
www.tccap.org
- **Stafford County:**
Stafford County Community Action Committee
30 Saint Thomas St
Dover, NH 03820
Phone: (603) 749-1334

Financial assistance program information can be obtained by contacting the appropriate agency. You may also refer to the NHPUC's Consumer Services Division page located at: <http://www.puc.nh.gov/Consumer/consumer.htm>. Additionally, you may visit the Office of Consumer Advocate Assistance Program page located at: www.oaca.nh.gov/assistanceprograms.htm. For information regarding eligibility and how to apply, contact your local electric company or the NHPUC at 1-800-852-3793.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by a third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of electric power changes substantially.

Entire Agreement: This Agreement, together with the Enrollment form, Disclosure Summary, and/or Welcome Letter, constitutes the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.

Headquarters: XOOM is headquartered in: 11208 Statesville Road, Suite 200, Huntersville, NC 28078; 1-704-274-1450 (Office); 1-877-396-6041 (Facsimile); Internet Address: www.xoomenergy.com; Email Address: info@xoomenergy.com.

Please refer to "Customer Service, Dispute Resolution" above for contact information for complaints.

Net Metering: Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll. Failure to notify XOOM that your account is subject to net metering may result in immediate return to Default Service of your account.

Miscellaneous: For the purpose of bill accounting, both parties accept the quantity, quality and measurements determined by your local utility. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement will be governed by the laws of the state of New Hampshire regardless of the state's choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays.

New Hampshire Disclosure Summary

Small Commercial Customers

Product Name	BizChoice
Length of the Agreement	Month-to-Month
Variable Price Components	<p>Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies, including XOOM's profit margin.</p> <p>For more details on your price, please refer to your Terms and Conditions.</p>
Charges	<p>Your rate for energy purchases will be a variable rate, per kWh, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. For more details on your price, please refer to your Terms and Conditions.</p>
Environmental Characteristics	No
Early Termination Fee	No
Late Payment Fee	Yes, greater of the 1.5%, or the maximum permitted by law, based on your total outstanding balance per month.
Renewal Terms	Your electric supply service with XOOM will continue on a month-to-month basis until terminated by you or XOOM in accordance with your terms and conditions.

Residential and Small Non Residential Standard Offer Service

Consumer Information about Your Electricity Supply< 1/1/2017 - 12/31/2017

Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling your electric utility or competitive supplier, or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at <http://www.puc.nh.gov> or on your electric provider's website.

Power Sources

This supplier provided electricity with the following resources:

	<u>Supplier's Mix</u>	<u>New England Mix</u>
Biomass	2.00%	2.00%
Coal	4.60%	4.60%
Diesel	0.90%	0.90 %
Digester Gas	0.10%	0.10%
Efficient Resource	0.20%	0.20%
Fuel Cell	0.30%	0.30%
Hydroelectric	7.00%	7.00%
Hydrokinetic	0.00%	0.00%
Jet	0.00%	0.00%
Landfill Gas	0.60%	0.60%
Solid Municipal Waste	1.00%	1.00%
Nuclear	29.10%	29.10%
Natural Gas	37.70%	37.70%
Oil	7.40%	7.40%
Solar	2.20%	2.20%
Trash-to-energy	2.10%	2.10%
Wind	3.10%	3.10%
Wood	1.60%	1.60%
Total	100.0%	100.0%

Air Emissions Sources

This table compares air emissions from this supplier's electricity mix to average emission levels from all Regional power sources.

	<u>Supplier's Mix</u> <u>(lbs/MWh)</u>
Carbon Dioxide (CO2)	3639.96
Nitrogen Oxide (NOx)	3.83
Sulfur Dioxide (SO2)	6.02

Notes: lbs/MWh = pounds per Megawatt-hour
1 Megawatt-hour = 1,000 kilowatt-hours

Additional Information and Required Notes

Power Sources - The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. 'Known Resources' include resources that are owned by, or under contract to, the supplier. 'System Power' represents power purchased in the regional electricity market. Electric suppliers are required to obtain a certain amount of renewable energy in accordance with RSA 362-F, the state's renewable portfolio standard law. They may also choose to obtain amounts of renewable energy above their legal obligation, and utilities must also offer a renewable energy option to allow customers to choose to support the purchase of additional renewable energy by the utility.

Air Emissions - Carbon Dioxide (CO2) is released when fossil fuels (e.g., coal, oil and natural gas) are burned. CO2, a greenhouse gas, is a major contributor to climate change. Nitrogen Oxides (NOx) form when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (smog), and may cause respiratory illness with frequent high level exposure. NOx also contribute to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life. Sulfur Dioxide (SO2) is formed when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO2 include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO2 combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.

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BIZCHOICE TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy New Hampshire's BizChoice plan for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance to the terms contained herein. Alternative methods of terminating service with XOOM include contracting with a new electricity supplier, contracting with an aggregator granted agency authority, or by contacting your local utility to select utility default service.

Service & Term: XOOM Energy New Hampshire, LLC ("XOOM" or "Company") agrees to act as your exclusive electric power supplier. XOOM is registered with by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity as a competitive electric power supplier ("CEPS") in the State of New Hampshire (Registration No. DM 13-185). The Term of this Agreement will begin with your first meter read by your local utility following your acceptance into the BizChoice program and will continue on a month-to-month basis as set forth in your Disclosure Summary, which is incorporated into this Agreement. You also have the right to change your CEPS subject to the terms of this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: Your rate for energy purchases will be a variable rate, per kWh, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies, including XOOM's profit margin. Your variable rate is not based on market prices or a price index. You understand that XOOM's price does not include (and that you will be billed by the distribution company for) charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. You will not know what price you will pay for electricity used until your bill is issued. It may take one or more billing cycles for a price variation to become effective. XOOM will post on its website your variable price for the next billing period at least 5 days prior to the close of your billing period. You can access your upcoming variable price by visiting the XOOM Energy New Hampshire website at <https://xoomenergy.com/en/new-hampshire-variable-rates> and clicking on "Upcoming Variable Rate". You can access the maximum and minimum monthly price that a similarly situated retail customer in New Hampshire would have paid over the preceding 12-month period by visiting <https://xoomenergy.com/en/new-hampshire-variable-rates> and clicking on "12 Month Historical Variable Rate".

Preferred Form of Communication: You understand that by accepting this Agreement, you have consented to being sent any future notices and disclosures in electronic form, rather than paper form, and have selected electronic communications as your preferred method of communication. You also understand and that you have the

option to supplement your electronic communications with US Mail at any time during your contract by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Rescission: If you initially received this Agreement in person or electronically, you may rescind your authorization to use XOOM without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com within five (5) business days from the date of the initial electronic delivery of this Agreement. If you initially received this Agreement by first class mail, you may rescind your authorization to use XOOM six (6) business days from the initial postmarked date without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Relocation: When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you or XOOM may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

Credit and Deposits: This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. If XOOM holds your deposit longer than thirty (30) days, your deposit will accrue interest from the day it was received by XOOM at an interest rate in accordance with applicable law.

Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility providing a corrected meter reading to XOOM. XOOM will pass through to you all costs and fees related to the collection of any past due charges, including but not limited to collection agency fees, legal and court fees and account termination fees. By accepting this Agreement, you understand and agree to allow your utility to share billing and payment information with XOOM, including participation in budget billing or extended payment arrangements. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are in the process of filing or plan to begin any bankruptcy proceedings. Payments are due on the date determined by your local utility and stated on the local utility bill. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks. XOOM may terminate this Agreement with ten (10) days written notice for non-payment. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at xoomenergy.com by sending a letter to: XOOM Energy New Hampshire, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If you have questions about your rights and responsibilities as a rate payer or want to file a complaint regarding disputes with XOOM, please contact NHPUC's Consumer Services and External Affairs Division at 1-800-852-3793.

Assignment: This Agreement or any XOOM obligations under this Agreement are assignable by XOOM without requiring your consent. In the event that XOOM proposes to transfer or sell the right to serve existing customer

accounts, XOOM will provide a written notice to each affected customer no less than 30 days prior to the effective date of such transfer or sale. This notice will include i) Notice that XOOM shall discontinue providing services to the customer, ii) notice of the date by which XOOM will discontinue providing services to the customer, iii) notice that unless you select an alternate supplier, that you will be assigned to the proposed transferee or buyer, iv) notice that the change of supplier shall be without charge to the customer, v) any differences between the rates, terms, and conditions offered by XOOM and the proposed transferee or buyer, or confirm that all rates, terms, and conditions offered by XOOM will remain the same with the proposed transferee or buyer after assignment, vi) the name, address, telephone number, and e-mail address of the proposed transferee or buyer, vii) the date that by which you must select an alternate supplier, which may include selection of utility default service, in order for such selection to be effective by your next meter read date, viii) notice that no early termination fee will be charged to you in the event that a customer selects an alternate supplier by the date indicated in this written notice.

Service Complaints, Emergencies: For service complaints and to report an emergency, such as power outage or downed power line, you should contact your local utility.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the NHPUC. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit history to determine if your credit standing is satisfactory for obtaining electricity under this Agreement. XOOM will not release your confidential information without a written authorization statement that includes your name, account number(s), and the unique utility assigned authorization. Confidential information includes, but is not limited to, your name, address, e-mail address and telephone number; and your individual payment information. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by a third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of electric power changes substantially.

Entire Agreement: This Agreement, together with the Enrollment form, Disclosure Summary, and/or Welcome Letter, constitutes the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.

Headquarters: XOOM is headquartered in: 11208 Statesville Road, Suite 200, Huntersville, NC 28078; 1-704-274-1450 (Office); 1-877-396-6041 (Facsimile); Internet Address: www.xoomenergy.com; Email Address:

info@xoomenergy.com.

Please refer to “Customer Service, Dispute Resolution” above for contact information for complaints.

Net Metering: Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll. Failure to notify XOOM that your account is subject to net metering may result in immediate return to Default Service of your account.

Miscellaneous: For the purpose of bill accounting, both parties accept the quantity, quality and measurements determined by your local utility. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement will be governed by the laws of the state of New Hampshire regardless of the state’s choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays.

New Hampshire Disclosure Summary

Small Commercial Customers

Product Name	BizSimpleClean
Length of the Agreement	Month-to-Month
Variable Price Components	<p>Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies, including XOOM's profit margin.</p> <p>For more details on your price, please refer to your Terms and Conditions.</p>
Charges	<p>Your rate for energy purchases will be a variable rate, per kWh, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. For more details on your price, please refer to your Terms and Conditions.</p>
Environmental Characteristics	Yes, 50%
Early Termination Fee	No
Late Payment Fee	Yes, greater of the 1.5%, or the maximum permitted by law, based on your total outstanding balance per month.
Renewal Terms	Your electric supply service with XOOM will continue on a month-to-month basis until terminated by you or XOOM in accordance with your terms and conditions.

Residential and Small Non Residential Standard Offer Service Consumer Information about Your Electricity Supply

1/1/2017 - 12/31/2017

Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling your electric utility or competitive supplier, or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at <http://www.puc.nh.gov> or on your electric provider's website.

Power Sources

This supplier provided electricity with the following resources:

	<u>Supplier's Mix</u>	<u>New England Mix</u>
Biomass	2.00%	2.00%
Coal	4.60%	4.60%
Diesel	0.90%	0.90 %
Digester Gas	0.10%	0.10%
Efficient Resource	0.20%	0.20%
Fuel Cell	0.30%	0.30%
Hydroelectric	7.00%	7.00%
Hydrokinetic	0.00%	0.00%
Jet	0.00%	0.00%
Landfill Gas	0.60%	0.60%
Solid Municipal Waste	1.00%	1.00%
Nuclear	29.10%	29.10%
Natural Gas	37.70%	37.70%
Oil	7.40%	7.40%
Solar	2.20%	2.20%
Trash-to-energy	2.10%	2.10%
Wind	3.10%	3.10%
Wood	1.60%	1.60%
Total	100.0%	100.0%

Air Emissions Sources

This table compares air emissions from this supplier's electricity mix to average emission levels from all Regional power sources.

	<u>Supplier's Mix</u> <u>(lbs/MWh)</u>
Carbon Dioxide (CO2)	3639.96
Nitrogen Oxide (NOx)	3.83
Sulfur Dioxide (SO2)	6.02

Notes: lbs/MWh = pounds per Megawatt-hour
1 Megawatt-hour = 1,000 kilowatt-hours

Additional Information and Required Notes

Power Sources - This product meets the New Hampshire green power requirements through the voluntary purchase of Renewable Energy Credits (REC's) from Texas wind. The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. 'Known Resources' include resources that are owned by, or under contract to, the supplier. 'System Power' represents power purchased in the regional electricity market. Electric suppliers are required to obtain a certain amount of renewable energy in accordance with RSA 362-F, the state's renewable portfolio standard law. They may also choose to obtain amounts of renewable energy above their legal obligation, and utilities must also offer a renewable energy option to allow customers to choose to support the purchase of additional renewable energy by the utility.

Air Emissions - Carbon Dioxide (CO2) is released when fossil fuels (e.g., coal, oil and natural gas) are burned. CO2, a greenhouse gas, is a major contributor to climate change. Nitrogen Oxides (NOx) form when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (smog), and may cause respiratory illness with frequent high level exposure. NOx also contribute to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life. Sulfur Dioxide (SO2) is formed when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO2 include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO2 combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.

If you have questions or need further explanation please call XOOM Energy New Hampshire, LLC at 1-888-997-8979 or the New Hampshire Public Utilities Commission, toll-free at 1-800-852-3793.

BIZSIMPLECLEAN TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy New Hampshire's BizSimpleClean plan for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance to the terms contained herein. Alternative methods of terminating service with XOOM include contracting with a new electricity supplier, contracting with an aggregator granted agency authority, or by contacting your local utility to select utility default service.

Service & Term: XOOM Energy New Hampshire, LLC ("XOOM" or "Company") agrees to act as your exclusive electric power supplier. XOOM is registered with by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity as a competitive electric power supplier ("CEPS") in the State of New Hampshire (Registration No. DM 13-185). The Term of this Agreement will begin with your first meter read by your local utility following your acceptance into the BizSimpleClean program and will continue on a month-to-month basis as set forth in your Disclosure Summary, which is incorporated into this Agreement. You also have the right to change your CEPS subject to the terms of this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: Your rate for energy purchases will be a variable rate, per kWh, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies, including XOOM's profit margin. Your variable rate is not based on market prices or a price index. You understand that XOOM's price does not include (and that you will be billed by the distribution company for) charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. You will not know what price you will pay for electricity used until your bill is issued. It may take one or more billing cycles for a price variation to become effective. XOOM will post on its website your variable price for the next billing period at least 5 days prior to the close of your billing period. You can access your upcoming variable price by visiting the XOOM Energy New Hampshire website at <https://xoomenergy.com/en/new-hampshire-variable-rates> and clicking on "Upcoming Variable Rate". You can access the maximum and minimum monthly price that a similarly situated retail customer in New Hampshire would have paid over the preceding 12-month period by visiting <https://xoomenergy.com/en/new-hampshire-variable-rates> and clicking on "12 Month Historical Variable Rate".

Preferred Form of Communication: You understand that by accepting this Agreement, you have consented to being sent any future notices and disclosures in electronic form, rather than paper form, and have selected electronic communications as your preferred method of communication. You also understand and that you have the

option to supplement your electronic communications with US Mail at any time during your contract by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Rescission: If you initially received this Agreement in person or electronically, you may rescind your authorization to use XOOM without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com within five (5) business days from the date of the initial electronic delivery of this Agreement. If you initially received this Agreement by first class mail, you may rescind your authorization to use XOOM six (6) business days from the initial postmarked date without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Relocation: When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you or XOOM may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

Credit and Deposits: This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. If XOOM holds your deposit longer than thirty (30) days, your deposit will accrue interest from the day it was received by XOOM at an interest rate in accordance with applicable law.

Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility providing a corrected meter reading to XOOM. XOOM will pass through to you all costs and fees related to the collection of any past due charges, including but not limited to collection agency fees, legal and court fees and account termination fees. By accepting this Agreement, you understand and agree to allow your utility to share billing and payment information with XOOM, including participation in budget billing or extended payment arrangements. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are in the process of filing or plan to begin any bankruptcy proceedings. Payments are due on the date determined by your local utility and stated on the local utility bill. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks. XOOM may terminate this Agreement with ten (10) days written notice for non-payment. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at xoomenergy.com by sending a letter to: XOOM Energy New Hampshire, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If you have questions about your rights and responsibilities as a rate payer or want to file a complaint regarding disputes with XOOM, please contact NHPUC's Consumer Services and External Affairs Division at 1-800-852-3793.

Assignment: This Agreement or any XOOM obligations under this Agreement are assignable by XOOM without requiring your consent. In the event that XOOM proposes to transfer or sell the right to serve existing customer

accounts, XOOM will provide a written notice to each affected customer no less than 30 days prior to the effective date of such transfer or sale. This notice will include i) Notice that XOOM shall discontinue providing services to the customer, ii) notice of the date by which XOOM will discontinue providing services to the customer, iii) notice that unless you select an alternate supplier, that you will be assigned to the proposed transferee or buyer, iv) notice that the change of supplier shall be without charge to the customer, v) any differences between the rates, terms, and conditions offered by XOOM and the proposed transferee or buyer, or confirm that all rates, terms, and conditions offered by XOOM will remain the same with the proposed transferee or buyer after assignment, vi) the name, address, telephone number, and e-mail address of the proposed transferee or buyer, vii) the date that by which you must select an alternate supplier, which may include selection of utility default service, in order for such selection to be effective by your next meter read date, viii) notice that no early termination fee will be charged to you in the event that a customer selects an alternate supplier by the date indicated in this written notice.

Service Complaints, Emergencies: For service complaints and to report an emergency, such as power outage or downed power line, you should contact your local utility.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the NHPUC. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit history to determine if your credit standing is satisfactory for obtaining electricity under this Agreement. XOOM will not release your confidential information without a written authorization statement that includes your name, account number(s), and the unique utility assigned authorization. Confidential information includes, but is not limited to, your name, address, e-mail address and telephone number; and your individual payment information. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by a third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of electric power changes substantially.

Entire Agreement: This Agreement, together with the Enrollment form, Disclosure Summary, and/or Welcome Letter, constitutes the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.

Headquarters: XOOM is headquartered in: 11208 Statesville Road, Suite 200, Huntersville, NC 28078; 1-704-274-1450 (Office); 1-877-396-6041 (Facsimile); Internet Address: www.xoomenergy.com; Email Address:

info@xoomenergy.com.

Please refer to “Customer Service, Dispute Resolution” above for contact information for complaints.

Net Metering: Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll. Failure to notify XOOM that your account is subject to net metering may result in immediate return to Default Service of your account.

Miscellaneous: For the purpose of bill accounting, both parties accept the quantity, quality and measurements determined by your local utility. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement will be governed by the laws of the state of New Hampshire regardless of the state’s choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays.