

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS

I. GENERAL

1. Applicability

- A. The following Terms and Conditions shall apply to every registered Competitive Supplier within the State of New Hampshire authorized to do business with the Company and their customers.
- B. These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in the New Hampshire Public Utility Commission's ("Commission") Orders or regulations and New Hampshire law. In case of conflict between these Terms and Conditions and any orders or regulations of the Commission, said orders or regulations shall govern.
- C. No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any such modification to these Terms and Conditions or any such promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, and subject in all cases to applicable statutes and to the orders and regulations of the Commission, and available for public inspection during normal business hours at the business offices of the Company and at the offices of the Commission.

2. Definitions

- A. "Company" shall mean Unitil Energy Systems, Inc.
- B. "Commission" shall mean the New Hampshire Public Utilities Commission.
- C. "Community Power Aggregation" shall have the meaning set forth in New Hampshire Code of Administrative Rules, Puc 2202.05.
- D. "Competitive Supplier" or "Supplier" shall mean any entity registered with the DOE to sell electricity to retail Customers in New Hampshire including Community Power Aggregations functioning as load serving entities either directly or through a third-party.
- E. "Customer" shall mean any persons, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.
- F. "Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises or on a public right of way.
- G. "Default Service" shall mean the service provided to a Customer in accordance with Schedule DS, Default Service, of this Tariff.
- H. "DOE" shall mean the New Hampshire Department of Energy.
- I. "Distribution Company" shall mean an electric company organized under the laws of New Hampshire that provides Distribution Service in New Hampshire.

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TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

- J. “Distribution Service” shall mean the delivery of electricity to Customers by the Distribution Company.
- K. “EBT Standards” shall mean the standards for Electronic Data Interchange transactions between Competitive Suppliers and electric utility companies as set forth in the reports and implementation guides, as amended from time to time, of the Massachusetts Electronic Business Transaction Working Group.

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- L. “Enrollment period” shall mean, for a particular Customer, the period of time during which a Competitive Supplier may submit an enrollment transaction to a Distribution Company for initiation of Generation Service concurrent with the start of the Customer’s next billing cycle.
- M. “Generation Service” shall mean the sale of electricity, including ancillary services such as, but not limited to, the provision of reserves, to a Customer by a Competitive Supplier.
- N. “ISO-NE” shall mean the Independent System Operator of the New England bulk power system and its successors.
- O. “Market Participant” shall mean a participant in the New England Markets that has executed a Market Participant Service Agreement, or on whose behalf an unexecuted Market Participant Service Agreement has been filed with the Federal Energy Regulatory Commission.
- P. “NEPOOL” shall mean the New England Power Pool and its successors.
- Q. “PTF” shall mean pool transmission facilities included in the Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission and any successor agreements.
- R. “Settlement Account” shall mean the settlement method (and any successor settlement methodologies) utilized by ISO-NE for its Market Participants, as set forth in the ISO-NE Transmission, Markets and Services Tariff, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission.
- S. “Terms and Conditions” shall mean these Terms and Conditions for Competitive Suppliers.
- T. “Trading Partner Agreement” shall mean the contract between the Company and the Competitive Supplier referenced in Section II.3.5 below.

II. OBLIGATION OF PARTIES**1. Customer:**

A Customer shall select one Competitive Supplier for each account at any given time, or authorize an agent to make the selection for the Customer, for the purposes of the Company (1) reporting the Customer’s hourly electric consumption to the ISO-NE, and (2) providing billing services. The Customer must provide the selected Competitive Supplier with the information necessary to allow the Competitive Supplier to initiate Generation Service, in accordance with Section III.1.A., below. A Customer may choose only a Competitive Supplier that is licensed by the DOE.

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2. Distribution Company:

The Company shall:

- (1) Arrange for or provide local network transmission services from PTF to the Company's Distribution System for each Customer;
- (2) Arrange for or provide regional network transmission service over PTF ;
- (3) Be responsible for obtaining and maintaining Regional Transmission Service (or its successor);
- (4) Be responsible for the Network Load (as defined in the ISO-NE Transmission, Markets and Services Tariff) associated with its retail customers located in the Company's service area;
- (5) Deliver power over distribution facilities to each Customer Delivery Point;
- (6) Provide customer service and support for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Sections III.6.B and III.6.D below;
- (7) Respond to service interruptions or power quality problems;
- (8) Handle connections and terminations;
- (9) Read Meters;
- (10) Submit bills to Customers for Distribution Service and, if requested by the Competitive Supplier, for Generation Service in accordance with Sections III.6.B and III.6.D below;
- (11) Address billing inquiries for Distribution Service and, if contacted by the Competitive Supplier, for Generation Service in accordance with Sections III.6.B and III.6.D below;
- (12) Answer general questions about Distribution Service;
- (13) Report Competitive Suppliers' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE, in accordance with Section III.8. below;
- (14) Process the electronic business transactions submitted by Competitive Suppliers, and send the necessary electronic business transactions to Competitive Suppliers, in accordance with Section III.1, below, and the rules and procedures set forth in the EBT Standards;
- (15) Provide information regarding, at a minimum, rate tariffs, billing cycles, and load profiles, on its Internet web site;

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- (16) Provide up to twelve months of a Customer's historic billing data to a Customer or a Competitive Supplier, provided that the Competitive Supplier has received the appropriate authorization, in accordance with the provisions established in Section 3(8) below, except for Community Power Aggregations that are entitled to such information under the Puc 2200 rules. This information shall be provided in electronic form at no charge.
- (17) Print up to twelve months' of historic data on customer's bills, in addition to the usage data for the current billing period.

3. Competitive Supplier:

The Supplier shall:

- (1) Meet the registration and licensing requirements established by law or regulation and either (i) be a Market Participant subject to a Settlement Account or (ii) have an agreement in place with a Market Participant whereby the Market Participant agrees to include the load to be served by the Competitive Supplier in such Market Participant's Settlement Account;
- (2) Be responsible for providing all requirements service to meet each of its Customer's needs and deliver the associated capacity and energy to a point or points of local network interface between the PTF and non-PTF systems;
- (3) Give the Company at least 60 days' prior notice of termination of its status as a Market Participant or termination of the agreement referenced in (1)(ii) above. The Competitive Suppliers right to serve customers will cease effective with such termination, however the supplier will continue to be obligated to settle all financial obligations with the Company which were incurred prior to such termination;
- (4) Be responsible for any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the Company; (ii) PTF, as determined by the ISO-NE; and (iii) facilities linking generation to PTF;
- (5) Enter into a Trading Partner Agreement with the Distribution Company that specifies, among other things, information exchange, problem resolution, and revenue liability. This agreement must be entered into prior to the initiation of Generation Service to any Customer in the Company's service territory. A business initiation fee of \$400.00 will be charged to each Competitive Supplier. This fee includes the costs of EDI testing and initial set up of the Competitive Supplier in the Company's system. Charges for additional computer programming that may be required will be negotiated with each Competitive Supplier and included in the Trading Partner Agreement;

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- (6) Complete testing of the transactions included in the EBT Standards prior to the initiation of Generation Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the Report;
- (7) Be responsible for obtaining the necessary authorization from each Customer prior to initiating Generation Service to the Customer, except for Community Power Aggregations approved to provide Generation Service by the Commission pursuant to the Puc 2200 rules;
- (8) Be responsible for obtaining the necessary authorization from each Customer prior to requesting the Company to release the historic usage information specific to that Customer to the Competitive Supplier, except for Community Power Aggregations that are entitled to such information under the Puc 2200 rules. Such authorization shall consist of (i) a letter of authorization; (ii) electronic transmission to a competitive supplier; or (iii) a written authorization provided to a qualified and independent third party vendor.

III. PROVISIONS OF SERVICE

1. Initiation and Termination of Generation Service:

A. Initiation of Generation Service

- (1) To initiate Generation Service to a Customer, the Competitive Supplier shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EBT Standards. The Competitive Supplier shall hold the "enroll customer" transaction until any applicable right of rescission has lapsed.
- (2) If the information on the enrollment transaction is correct, the Distribution Company shall send the Competitive Supplier a "successful enrollment" transaction, in accordance with the rules and procedures set forth in the EBT Standards.
- (3) Generation Service shall commence on the date of the Customer's next scheduled meter read, provided that the Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two (2) business days prior to the meter read dates.
- (4) If the Supplier has not submitted the enrollment transaction at least two (2) business days before the meter read date, Generation Service shall commence on the date of the Customer's subsequent scheduled meter read.
- (5) If more than one Competitive Supplier submits an enrollment transaction for a given Customer during the same enrollment period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected.

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Rejected transactions may be resubmitted during the customer's next enrollment period.

B. Termination of Generation Service

- (1) To terminate Generation Service with a Customer, a Competitive Supplier shall submit a "supplier drops customer" transaction, in accordance with the rules and procedures set forth in the EBT Standards. Generation Service shall be terminated on the date of the customer's next scheduled meter read, provided that the Competitive Supplier has submitted this transaction to the Distribution Company no fewer than two (2) business days prior to the meter read date. If the Competitive Supplier has not submitted this transaction at least two (2) business days before the meter read date, Generation Service shall be terminated on the date of the Customer's subsequent meter read. The Distribution Company shall send a "confirm drop date" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Standards.
- (2) To terminate Generation Service with a Competitive Supplier, a Customer shall so inform Competitive Supplier who will submit the required "supplier drops customer" transaction. Generation Service shall be terminated on the date of the Customer's next scheduled meter read.
- (3) In those instances when a Customer, who is receiving Generation Service from an existing Competitive Supplier, initiates such service with a new Competitive Supplier, the Distribution Company shall send the existing Competitive Supplier a "customer drops supplier" transaction, in accordance with the rules and procedures set forth in the EBT Standards.
- (4) In cases where the Company uses estimated energy and demand values for billing purposes and the estimated bill coincides with the termination of Supplier Service, the Supplier shall agree to accept the estimated metering values as final values. The Company shall not be obligated to reconcile the estimated values after actual meter reading values are available.

2. Customer Moves

A. A Customer that moves within a Distribution Company's service territory shall have the opportunity to notify the Distribution Company that he/she seeks to continue Generation Service with his/her existing Competitive Supplier. Upon such notification, the Distribution Company shall send a "customer move" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

B. If a Customer of record initiates Delivery Service at a new service location, in addition to another established account within the Company's Service Area, the Customer shall be responsible for selecting a Supplier for the new service location. If an Electronic

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Enrollment is not received by the Company at least two business days before the initiation of Delivery Service, the Customer will be rendered energy and capacity under Default Service.

3. Changes to Customer Information

- A. Distribution Companies and Suppliers shall send “change enrollment detail” transactions to change any information included on the “enroll customer” transactions, in accordance with the rules and procedures set forth in the EBT Standards.
- B. If any of the transactions described above are rejected by the Distribution Company, the Distribution Company shall send an “error” transaction to the Competitive Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the EBT Standards.

4. Customer Outages

A. Planned Outages

In the event that the loading on the Distribution System, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately allocated among all Customers whose load contributes to the need for the reduction, when such proportional curtailments can be accommodated within good utility practices.

B. Unplanned Outages

In the event of unplanned outages, service will be restored in accordance with good utility practice.

C. Disconnection of Service

The Distribution Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in the Terms and Conditions for Distribution Service. The Company shall provide electronic notification to the Customer’s Competitive Supplier of record upon disconnection. Once disconnection occurs, the provision of Generation Service to the Customer is no longer the obligation of the Competitive Supplier. The Company may also be called upon from time to time by ISO New England or its successors to implement voltage reductions or load shed procedures to protect the security of the bulk power grid. The Company shall not be liable for any revenue losses to the Competitive Supplier as a result of any such disconnection(s).

5. Metering

A. Meter Reading

(1) The Company shall meter each Customer in accordance with tariff provisions.

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(2) Each Customer shall be metered or estimated such that the loads can be reported to the ISO-NE for inclusion in the Competitive Supplier's, or the Competitive Supplier's wholesale provider's Settlement Account.

B. Ownership of Metering Equipment

Should a Customer or Competitive Supplier request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or Competitive Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or Competitive Supplier. The Company shall bill the Customer or Competitive Supplier upon installation.

C. Enhanced Metering Services and Interval Data Services

Any Customer or Competitive Supplier request for Enhanced Metering Services and Interval Data Services will be governed by the conditions and provisions of APPENDIX B.

6. Billing Services

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Default Service.

The Company shall offer two billing service options to Competitive Suppliers providing Generation Service to Customers: A) Standard Billing Service; and B) Consolidated Billing Service with automatic enrollment in the Purchase of Receivables (“POR”) Program (“POR Program”).

Competitive Suppliers that choose Consolidated Billing Service (“Participating Competitive Suppliers”), are required to sell all their accounts receivable to the Company relating to Generation Service for those customers to whom the Company issues a Consolidated Bill.

The Competitive Supplier shall inform the Distribution Company of the selected billing option, in accordance with the rules and procedures set forth in the EBT Standards.

A. Standard Billing Service

- (1) The Company shall issue a single bill for Distribution Service to each Customer. The Competitive Supplier shall be responsible for separately billing Customers for the cost of Generation Service provided by the Competitive Supplier and for the collection of amounts due to the Competitive Supplier from the Customer.
- (2) The Company shall send a “customer usage information” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

B. Consolidated Billing Service with Automatic POR Program Enrollment

Billing Procedure:

- (1) The Company shall issue a single unbundled bill for electric service to each Customer.
- (2) The Company shall use the rates supplied by the Competitive Supplier to calculate the Competitive Supplier’s portion of a Customer’s bill, and integrate this billing with its own billing in a single mailing to the Customer.

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- (3) The Company shall send a “customer usage and billing information” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Standards.
- (4) The Company shall send a “payment/ adjustment” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Standards. Customer revenue due the Competitive Supplier shall be transferred to the Competitive Supplier in accordance with the trading partner agreement entered into by the Competitive Supplier and the Company, calculated in the manner described in section III.6.B.4.b below.

a. Timing of Payment to Competitive Suppliers

The payment to Competitive Suppliers of the amounts computed in accordance with the provisions of paragraph III.6.B.4.b, below, shall be made monthly based on the combined average payment period for all Customers on Default Service and Consolidated Billing Service. The same payment date shall apply to both the Residential Service Class and the General Service Class. The payment date shall be calculated using actual historical data for the most recent calendar year prior to the annual filing. The payment date will be on the closest business day approximately equal to the mid-point of the billing month plus the average payment period from billing to utility receipt of Customer payments for the most recent calendar year prior to the annual filing. The payment date shall be calculated based on the methodology most recently approved by the Commission. The payment date shall remain in effect for a twelve-month period with an effective date beginning August 1st, subject to a different effective date for initial implementation as detailed in Section III.6.B.5.a below.

b. Amount of Payment to Competitive Suppliers

The Company shall pay the Competitive Supplier the full amounts due from Customers for Generation Service, less the Discount Percentage Rates as defined below. For any Customer that has elected budget billing, the full amounts to be paid to Supplier for Generation Service shall be based on the customer’s actual usage, rather than the amount the customer is billed under the Company’s budget billing Program. In all other instances, the full amounts due for Generation Service shall be based on the amount actually billed to the customer.

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On or before March 1st each year (subject to provisions in Section III.6.B.5.a concerning initial implementation), the Company shall make an annual filing to determine the Discount Percentage Rates and payment date that will be in place for a twelve-month period beginning August 1 of that same year (subject to provisions in Section 6.B.5.a concerning initial implementation). The percentages will remain in effect for a twelve-month period unless otherwise approved by the Commission. The percentages shall be computed in accordance with the following formula:

$$DPR_{CC} = UP_{CC} + ACP_{CC} + PPRP_{CC}$$

Where

CC = The Customer class defined as Customers in a rate class or classes as designated by the Company for purposes of the POR Program and approved by the Commission. For purposes of the calculation, there shall be two Customer classes: (1) Residential Service Class; and (2) General Service Class.

DPR_{CC} = discount percentage rate for the Customer Class to be deducted from the full amounts due to Participating Suppliers for Generation Service.

UP_{CC} = the total net write-offs for accounts in the Customer class receiving Default Service or Generation Service with Consolidated Billing Service. This percentage is based on net write-off amounts for the Customer class for the most recent calendar year prior to the annual filing, divided by the total amounts billed for Default Service and Generation Service for the Customer class for the same period, including late payment fees if included in net write-offs.

During the first year or other initial implementation period, as detailed in Section III.6.B.5.a, of POR Program operation, the UP_{CC} will be the total net write-offs for the Customer class based on actual data for Default Service Customers, divided by the total amounts billed by the Company for Default Service, including late payment fees if included in net write-offs. The period used to calculate the initial implementation uncollectible percentage will be the most recent calendar year prior to the compliance filing to implement the initial rate.

ACP_{CC} (administrative cost percentage) = total actual administrative costs, and any forecasted administrative costs to be recovered for the subsequent year, divided by the total amounts billed for Generation Service by the Company for the most recent calendar year prior to the annual filing. Administrative costs shall include the recovery of costs directly related to the development and implementation of changes

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to billing, information and accounting systems directly related to the billing procedures necessary to incorporate a POR Program into Consolidated Billing Service as instituted in accordance with RSA Chapter 53-E:9, and ongoing, incremental administrative costs directly associated with providing such POR Program, to the extent approved by the Commission.

PPRP_{CC} (past period reconciliation percentage by customer class) = the sum of the following five components divided by the total amounts billed to Customers in the Customer class for Generation Service under Consolidated Billing Service for the same calendar year period:

- (i) the reconciliation balance for the prior period;
- (ii) the difference between (a) the net write-off percentage actually experienced during the prior calendar year for Customers in the Customer class to whom the Company billed Default Service and Generation Service under Consolidated Billing Service, which is calculated by dividing the net write-offs actually experienced by the total amounts actually billed to Customers in the Customer class for Default Service and Generation Service, multiplied by the amount due to Participating Suppliers during the prior calendar year and (b) the total amounts actually billed to Customers in the Customer class for Generation Service purchased from Participating Suppliers multiplied by the applicable UP_{cc};
- (iii) the difference between (a) the administrative costs actually incurred during the prior calendar year for Customers in the Customer class purchasing Generation Service from Participating Suppliers; and (b) the total amounts actually billed to Customers in the Customer Class for Generation Service purchased from Participating Suppliers multiplied by the applicable ACP_{CC};
- (iv) the total amounts actually billed to Customers in the Customer class for Generation Service purchased from Participating Suppliers multiplied by the applicable PPRP_{cc}; and
- (v) interest calculated on the average monthly balance of the past period reconciliation using the prime rate, as defined in PUC 1202.13.

c. Information Required to be Filed with the Commission.

Information pertaining to the annual filing pursuant to paragraph III.6.B.4.a, and paragraph III.6.B.4.b, above, and any other filings to seek changes to the above provisions, shall be fully documented and include updated information relating to preliminary reconciliation data for the POR Program year for which the filing is

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made, with actual reconciliation amounts to be submitted the subsequent POR Program year.

(5) Implementation of POR Program

a. Effective Date

The Company shall make a compliance filing with the Commission for the initial implementation of the POR Program setting forth the calculation of the DPRs for the Residential Service Class and the General Service Class as well as the payment date that will be in place for the first year or other initial implementation period. Such compliance filing shall also define the effective date for the initial implementation of the POR Program.

b. Existing Receivables

The Company shall pay Participating Competitive Suppliers for existing accounts receivable of Customers billed under Consolidated Billing Service as of the commencement of the POR Program. The amounts purchased for the existing receivables shall be subject to full reconciliation in accordance with the PPRPcc provision in paragraph III.6.B.4.b above.

(6) The following payment allocation between the Company and Competitive Suppliers shall apply if a Customer pays the Company less than the full amount billed. The payment should first be allocated to the Company and Competitive Supplier charges in arrears in proportion to the percentage of the combined arrears represented by each charge. Any remaining payment should be allocated to the Delivery Service and Competitive Supplier current charges in proportion to the percentage of the combined current charges represented by each charge.

(7) Any customization that can be made by the Company's internal computer programming staff will be charged to the supplier a rate of \$80.00 per hour. Any customization, that requires the use of the Company's external Customer Information System vendor, will be charged to the supplier a rate of \$160.00 per hour.

C. Changes to Rate Classes

If a Competitive Supplier requests different customer classes or rate structures than are offered by the Company, the Company shall accommodate changes to the billing system, if reasonably possible, at the Competitive Supplier's expense. The costs of making the designated changes shall be quoted by the Company to the Competitive Supplier and payment must be received by the Company prior to the start of programming.

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D. Optional Customer Services

- (1) Upon request by a Competitive Supplier, the Company may offer optional customer services to those Competitive Suppliers who receive Consolidated Billing Service. Pricing for these optional services shall be customized to the Competitive Supplier's needs, and shall be dependent on the specific customer service required by the Competitive Supplier, the volume of Customer calls, requested coverage hours, and/or the specific number of customer service representatives requested. Such pricing will be included in the Trading Partner Agreement.
- (2) The Company may offer a Summary Billing option for Competitive Suppliers who have qualified Customers with multiple electric service accounts. Designed to consolidate multiple individual billings on a single bill format, this optional service allows Customers to pay multiple accounts with one check. Any costs incurred to provide Summary Billing shall be assigned to the Competitive Supplier.

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E. Existing Fees

Existing Company service fees, such as interest charges for unpaid balances and bad checks charges, shall remain in effect and shall be assessed, as applicable, according to the Company's Terms and Conditions for Distribution Service, applicable to all Customers.

a. Definition of Standard Units of Service

A. Billing Demand

Units of billing demand shall be as defined in the Company's applicable tariff on file with the Commission.

B. On-Peak / Off-Peak Period Definitions

- 1) The on-peak and off-peak periods shall be as defined in the Company's applicable tariff on file with the Commission.
- 2) Competitive Suppliers may define on-peak and off-peak periods differently from those above; however, they will be required to make special metering arrangements with the Company to reflect different on-peak and off-peak definitions. Any costs incurred to provide the special metering arrangements shall be assigned and billed to the Competitive Supplier.

b. Determination of Hourly Loads

- A. For each Competitive Supplier, hourly loads for each day shall be estimated or telemetered, and reported daily to the ISO-NE for inclusion in the Competitive Supplier's Settlement Account. Hourly load estimates for non-telemetered customers will be based upon load profiles developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly load for the Company.
- B. The Company shall normally report previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the Competitive Supplier's Settlement Account.
- C. To refine the estimates of the Competitive Suppliers' loads that result from the estimated hourly loads, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed.
- D. The hourly loads shall be determined consistent with the following steps:
 - (1) The Company shall identify or develop a load profile for each customer class or each Customer for use in each day's daily determination of hourly load.
 - (2) The Company shall calculate a usage factor for each Customer that reflects the Customer's relative usage level.

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- (3) The Company shall develop estimates of hourly load profiles for the previous days for each Competitive Supplier such that the sum of the Competitive Suppliers' loads equals the hourly metered loads collected each day. Distribution losses, which are included in the hourly metered Company loads, shall be fully allocated into Competitive Supplier loads.
 - (4) Transmission losses from local network facilities shall be approximated and added to the Competitive Supplier's hourly loads.
- E. The process of Competitive Supplier load estimation involves statistical samples and estimating error. The Distribution Company shall not be responsible for any estimating errors and shall not be liable to the Competitive Suppliers for any costs that are associated with such estimating errors.

c. Liability and Indemnification

Except as provided in Section II.9 of the Terms and Conditions for Distribution Service, the Company and the Competitive Supplier shall indemnify and hold the other and their respective affiliated, and the directors, officers, employees, and agents of each of them (collectively, "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "Liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of such party in connection with the performance of its obligations under these Terms and Conditions. The Company and the Competitive Supplier shall waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under these Terms and Conditions.

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APPENDIX A

SCHEDULE OF CLASS DISTRIBUTION LOSSES
PURSUANT TO SECTION III. 8D.(3)

<u>Class Description</u>	<u>Distribution Loss Factor</u>
Residential	6.468%
General G2	6.392%
General G1	4.591%
Outdoor Lighting OL	6.468%

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APPENDIX B

ENHANCED METERING SERVICES AND INTERVAL DATA SERVICES

I. ENHANCED METERING SERVICE

A) Availability

Enhanced metering service under this schedule is available to Customers currently receiving metered delivery service from the Company or the Customer's authorized representative.

B) Service Option 1: Remote Access Metering

Under this service option, the Company will provide metering equipment at the Customer's facility, which will allow for periodic readings of the Customer's load through telephone lines. The Company will install, own and maintain the metering equipment. The Customer, at its expense, shall arrange for the installation and operation of the telephone lines and service necessary for the readings of the Customer's load. The Customer, or its authorized representative, may receive the data through the optical port on the equipment or electronically. The Company will store load information for a period of thirty-five (35) days and will read the meters daily.

Fees for Service Option 1:

The Customer has the choice of initial lump sum payment or monthly fee.

<u>Tariff</u>	<u>Monthly</u>	<u>Initial Lump Sum</u>
Residential Service	\$17.81	\$742.11
General Service	\$22.19	\$928.61

C) Service Option 2: Pulse Output Service

Customers who wish to connect their own metering equipment or equipment provided by their authorized representative to the Company's meter may elect this option. The Company will provide a pulse interface device through which the Customer can access meter data. The Customer, or its representative, must purchase, own and maintain a modem-equipped recording device in order to access meter pulses.

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TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

Fees for Service Option 2: The Customer has the choice of initial lump sum payment or monthly fee.

<u>Tariff</u>	<u>Monthly</u>	<u>Initial Lump Sum</u>
Residential Service	\$6.21	\$258.61
General Service	\$6.21	\$258.61

D) Special Provisions

- (1) The Company will consider requests for special metering from Customers taking service under Option 1. The Company will respond to any such written requests within thirty (30) days and will address availability, cost of implementation, technical alternatives and other issues related to the utilization of the requested metering equipment. Upon request, the Company will furnish to the Customer a list of approved interval recording meters.
- (2) All remote access metering in Option 1 and Customer-owned modem equipped recorders in Option 2 will be read daily by the Company and will be reported to ISO-NE for load settlement purposes. The Company will substitute estimated load profile data in lieu of actual hourly metered data for the Customer when Customer-owned equipment has failed or has otherwise lost communication capability.
- (3) Load values derived from the use of Company- or Customer-owned enhanced metering equipment under Option 1 or Option 2, hereunder, will be settled based on the actual quantities recorded on the Company's billing meters for the time period in question.
- (4) The Company may not be able to provide daily meter reading and information, due to operational difficulties with equipment for which the customer has operational responsibility.

E) Term of Service

The minimum term for services provided hereunder for monthly-charged Customers shall be twenty-four (24) months from the date of installation of the enhanced metering equipment.

F) Terms and Conditions

The Company's schedule of Terms and Conditions for Distribution Service, as in effect from time to time, shall apply to service under this schedule to the extent that they are not inconsistent with the specific provisions of this schedule.

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TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

II. INTERVAL DATA SERVICE

A) Availability

Service under this schedule is available for Large General Service G1 customers and customers receiving service under the Company's Optional Enhanced Metering Service or the Customer's authorized representative. Customers must have a Company-owned interval data recorder installed at their facilities.

B) Character of Service

Interval data is made available to Customers or their authorized agents through e-mail or through basic web access. Web-based access allows for the retrieval of interval load data through an Internet account. Files will become available after the standard monthly meter reads.

C) Fees

Fees for this service will vary depending upon the number of accounts and the frequency of requests for interval data.

One-time fee for single request per meter (12 months of data)	\$56.90
Annual Subscription fee per meter	\$455.14

D) Terms and Conditions

The Company's schedule of Terms and Conditions, as in effect from time to time, shall apply to this service to the extent that they are not inconsistent with the specific provisions of this schedule.

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TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS

I. GENERAL

1. Applicability

- A. The following Terms and Conditions shall apply to every registered Competitive Supplier within the State of New Hampshire authorized to do business with the Company and their customers.
- B. These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in the New Hampshire Public Utility Commission's ("Commission") Orders or regulations and New Hampshire law. In case of conflict between these Terms and Conditions and any orders or regulations of the Commission, said orders or regulations shall govern.
- C. No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any such modification to these Terms and Conditions or any such promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, and subject in all cases to applicable statutes and to the orders and regulations of the Commission, and available for public inspection during normal business hours at the business offices of the Company and at the offices of the Commission.

2. Definitions

- A. "Company" shall mean Unitil Energy Systems, Inc.
- B. "Commission" shall mean the New Hampshire Public Utilities Commission.
- C. "Community Power Aggregation" shall have the meaning set forth in New Hampshire Code of Administrative Rules, Puc 2202.05.
- ~~C.D.~~ "Competitive Supplier" or "Supplier" shall mean any entity registered with the DOE Commission to sell electricity to retail Customers in New Hampshire including Community Power Aggregations functioning as load serving entities either directly or through a third-party.
- ~~D.E.~~ "Customer" shall mean any persons, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.
- ~~E.F.~~ "Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises or on a public right of way.
- G. "Default Service" shall mean the service provided to a Customer in accordance with Schedule DS, Default Service, of this Tariff.
- ~~F.H.~~ "DOE" shall mean the New Hampshire Department of Energy.

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TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

~~G.I.~~ “Distribution Company” shall mean an electric company organized under the laws of New Hampshire that provides Distribution Service in New Hampshire.

~~H.J.~~ “Distribution Service” shall mean the delivery of electricity to Customers by the Distribution Company.

~~I.K.~~ “EBT Standards” shall mean the standards for Electronic Data Interchange transactions between Competitive Suppliers and electric utility companies as set forth in the reports and implementation guides, as amended from time to time, of the Massachusetts Electronic Business Transaction Working Group. “EDI Working Group Report” or “Report” shall mean the report submitted by the Electronic Data Interchange Working Group to the NH Public Utilities Commission on April 2, 1998, and approved by Order 22,919. The report is available on the Commission’s Internet webpage.

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Unitil Energy Systems, Inc.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

J.L. “Enrollment period” shall mean, for a particular Customer, the period of time during which a Competitive Supplier may submit an enrollment transaction to a Distribution Company for initiation of Generation Service concurrent with the start of the Customer’s next billing cycle.

K.M. “Generation Service” shall mean the sale of electricity, including ancillary services such as, but not limited to, the provision of reserves, to a Customer by a Competitive Supplier.

L.N. “ISO-NE” shall mean the Independent System Operator of the New England bulk power system and its successors.

M.O. “Market Participant” shall mean a participant in the New England Markets that has executed a Market Participant Service Agreement, or on whose behalf an unexecuted Market Participant Service Agreement has been filed with the Federal Energy Regulatory Commission.

N.P. “NEPOOL” shall mean the New England Power Pool and its successors.

O.Q. “PTF” shall mean pool transmission facilities included in the Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission and any successor agreements.

P.R. “Settlement Account” shall mean the settlement method (and any successor settlement methodologies) utilized by ISO-NE for its Market Participants, as set forth in the ISO-NE Transmission, Markets and Services Tariff, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission.

Q.S. “Terms and Conditions” shall mean these Terms and Conditions for Competitive Suppliers.

R.T. “Trading Partner Agreement” shall mean the contract between the Company and the Competitive Supplier referenced in Section II.3.5 below.

II. OBLIGATION OF PARTIES

1. Customer:

A Customer shall select one Competitive Supplier for each account at any given time, or authorize an agent to make the selection for the Customer, for the purposes of the Company (1) reporting the Customer’s hourly electric consumption to the ISO-NE, and (2) providing billing services. The Customer must provide the selected Competitive Supplier with the information necessary to allow the Competitive Supplier to initiate

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TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

Generation Service, in accordance with Section III.1.A., below. A Customer may choose only a Competitive Supplier that is licensed by the DOE Commission.

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TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

2. Distribution Company:

The Company shall:

- (1) Arrange for or provide local network transmission services from PTF to the Company's Distribution System for each Customer;
- (2) Arrange for or provide regional network transmission service over PTF ;
- (3) Be responsible for obtaining and maintaining Regional Transmission Service (or its successor);
- (4) Be responsible for the Network Load (as defined in the ISO-NE Transmission, Markets and Services Tariff) associated with its retail customers located in the Company's service area;
- (5) Deliver power over distribution facilities to each Customer Delivery Point;
- (6) Provide customer service and support for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Sections III.6.B and III.6.D below;
- (7) Respond to service interruptions or power quality problems;
- (8) Handle connections and terminations;
- (9) Read Meters;
- (10) Submit bills to Customers for Distribution Service and, if requested by the Competitive Supplier, for Generation Service in accordance with Sections III.6.B and III.6.D below;
- (11) Address billing inquiries for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Sections III.6.B and III.6.D below;
- (12) Answer general questions about Distribution Service;
- (13) Report Competitive Suppliers' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE, in accordance with Section III.8. below;
- (14) Process the electronic business transactions submitted by Competitive Suppliers, and send the necessary electronic business transactions to Competitive Suppliers, in accordance with Section III.1, below, and the rules and procedures set forth in the EDI-EBT Working Group Report Standards;
- (15) Provide information regarding, at a minimum, rate tariffs, billing cycles, and load profiles, on its Internet web site;

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TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

- (16) Provide up to twelve months of a Customer's historic billing data to a Customer or a Competitive Supplier, provided that the Competitive Supplier has received the appropriate authorization, in accordance with the provisions established in Section 3(8) below, except for Community Power Aggregations that are entitled to such information under the Puc 2200 rules. This information shall be provided in electronic form at no charge.
- (17) Print up to twelve months' of historic data on customer's bills, in addition to the usage data for the current billing period.

3. Competitive Supplier:

The Supplier shall:

- (1) Meet the registration and licensing requirements established by law or regulation and either (i) be a Market Participant subject to a Settlement Account or (ii) have an agreement in place with a Market Participant whereby the Market Participant agrees to include the load to be served by the Competitive Supplier in such Market Participant's Settlement Account;
- (2) Be responsible for providing all requirements service to meet each of its Customer's needs and deliver the associated capacity and energy to a point or points of local network interface between the PTF and non-PTF systems;
- (3) Give the Company at least 60 days' prior notice of termination of its status as a Market Participant or termination of the agreement referenced in (1)(ii) above. The Competitive Suppliers right to serve customers will cease effective with such termination, however the supplier will continue to be obligated to settle all financial obligations with the Company which were incurred prior to such termination;
- (4) Be responsible for any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the Company; (ii) PTF, as determined by the ISO-NE; and (iii) facilities linking generation to PTF;
- (5) Enter into a Trading Partner Agreement with the Distribution Company that specifies, among other things, information exchange, problem resolution, and revenue liability. This agreement must be entered into prior to the initiation of Generation Service to any Customer in the Company's service territory. A business initiation fee of \$400.00 will be charged to each Competitive Supplier. This fee includes the costs of EDI testing and initial set up of the Competitive Supplier in the Company's system. Charges for additional computer programming that may be required will be negotiated with each Competitive Supplier and included in the Trading Partner Agreement;

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Unitil Energy Systems, Inc.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

- (6) Complete testing of the transactions included in the EDI-EBT Working Group ReportStandards prior to the initiation of Generation Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the Report;
- (7) Be responsible for obtaining the necessary authorization from each Customer prior to initiating Generation Service to the Customer, except for Community Power Aggregations approved to provide Generation Service by the Commission pursuant to the Puc 2200 rules;
- (8) Be responsible for obtaining the necessary authorization from each Customer prior to requesting the Company to release the historic usage information specific to that Customer to the Competitive Supplier, except for Community Power Aggregations that are entitled to such information under the Puc 2200 rules. Such authorization shall consist of (i) a letter of authorization; (ii) electronic transmission to a competitive supplier; or (iii) a written authorization provided to a qualified and independent third party vendor.

III. PROVISIONS OF SERVICE

1. Initiation and Termination of Generation Service:

A. Initiation of Generation Service

- (1) To initiate Generation Service to a Customer, the Competitive Supplier shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EDI-EBT Working Group ReportStandards. The Competitive Supplier shall hold the "enroll customer" transaction until any applicable right of rescission has lapsed.
- (2) If the information on the enrollment transaction is correct, the Distribution Company shall send the Competitive Supplier a "successful enrollment" transaction, in accordance with the rules and procedures set forth in the EDI-EBT Working Group ReportStandards.
- (3) Generation Service shall commence on the date of the Customer's next scheduled meter read, provided that the Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two (2) business days prior to the meter read dates.
- (4) If the Supplier has not submitted the enrollment transaction at least two (2) business days before the meter read date, Generation Service shall commence on the date of the Customer's subsequent scheduled meter read.

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TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

- (5) If more than one Competitive Supplier submits an enrollment transaction for a given Customer during the same enrollment period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the customer's next enrollment period.

B. Termination of Generation Service

- (1) To terminate Generation Service with a Customer, a Competitive Supplier shall submit a "supplier drops customer" transaction, in accordance with the rules and procedures set forth in the ~~EDI-EBT Working Group Report Standards~~. Generation Service shall be terminated on the date of the customer's next scheduled meter read, provided that the Competitive Supplier has submitted this transaction to the Distribution Company no fewer than two (2) business days prior to the meter read date. If the Competitive Supplier has not submitted this transaction at least two (2) business days before the meter read date, Generation Service shall be terminated on the date of the Customer's subsequent meter read. The Distribution Company shall send a "confirm drop date" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the ~~EDI-EBT Working Group Report Standards~~.
- (2) To terminate Generation Service with a Competitive Supplier, a Customer shall so inform Competitive Supplier who will submit the required "supplier drops customer" transaction. Generation Service shall be terminated on the date of the Customer's next scheduled meter read.
- (3) In those instances when a Customer, who is receiving Generation Service from an existing Competitive Supplier, initiates such service with a new Competitive Supplier, the Distribution Company shall send the existing Competitive Supplier a "customer drops supplier" transaction, in accordance with the rules and procedures set forth in the ~~EDI-EBT Working Group Report Standards~~.
- (4) In cases where the Company uses estimated energy and demand values for billing purposes and the estimated bill coincides with the termination of Supplier Service, the Supplier shall agree to accept the estimated metering values as final values. The Company shall not be obligated to reconcile the estimated values after actual meter reading values are available.

2. Customer Moves

- A. A Customer that moves within a Distribution Company's service territory shall have the opportunity to notify the Distribution Company that he/she seeks to continue Generation Service with his/her existing Competitive Supplier. Upon such notification, the

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TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

Distribution Company shall send a “customer move” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the ~~EDI-EBT Working Group Report Standards~~.

- B. If a Customer of record initiates Delivery Service at a new service location, in addition to another established account within the Company’s Service Area, the Customer shall be responsible for selecting a Supplier for the new service location. If an Electronic Enrollment is not received by the Company at least two business days before the initiation of Delivery Service, the Customer will be rendered energy and capacity under Default Service.

3. Changes to Customer Information

- A. Distribution Companies and Suppliers shall send “change enrollment detail” transactions to change any information included on the “enroll customer” transactions, in accordance with the rules and procedures set forth in the ~~EDI-EBT Working Group Report Standards~~.
- B. If any of the transactions described above are rejected by the Distribution Company, the Distribution Company shall send an “error” transaction to the Competitive Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the ~~EDI-EBT Working Group Report Standards~~.

4. Customer Outages

A. Planned Outages

In the event that the loading on the Distribution System, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately allocated among all Customers whose load contributes to the need for the reduction, when such proportional curtailments can be accommodated within good utility practices.

B. Unplanned Outages

In the event of unplanned outages, service will be restored in accordance with good utility practice.

C. Disconnection of Service

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TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

The Distribution Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in the Terms and Conditions for Distribution Service. The Company shall provide electronic notification to the Customer's Competitive Supplier of record upon disconnection. Once disconnection occurs, the provision of Generation Service to the Customer is no longer the obligation of the Competitive Supplier. The Company may also be called upon from time to time by ISO New England or its successors to implement voltage reductions or load shed procedures to protect the security of the bulk power grid. The Company shall not be liable for any revenue losses to the Competitive Supplier as a result of any such disconnection(s).

5. Metering

A. Meter Reading

- (1) The Company shall meter each Customer in accordance with tariff provisions.
- (2) Each Customer shall be metered or estimated such that the loads can be reported to the ISO-NE for inclusion in the Competitive Supplier's, or the Competitive Supplier's wholesale provider's Settlement Account.

B. Ownership of Metering Equipment

Should a Customer or Competitive Supplier request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or Competitive Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or Competitive Supplier. The Company shall bill the Customer or Competitive Supplier upon installation.

C. Enhanced Metering Services and Interval Data Services

Any Customer or Competitive Supplier request for Enhanced Metering Services and Interval Data Services will be governed by the conditions and provisions of APPENDIX B.

6. Billing Services

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Default Service.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

The Company shall offer two billing service options to Competitive Suppliers providing Generation Service to Customers: A) Standard Billing Service; and B) Consolidated Billing Service with automatic enrollment in the Purchase of Receivables (“POR”) Program (“POR Program”).

Competitive Suppliers that choose Consolidated Billing Service (“Participating Competitive Suppliers”), are required to sell all their accounts receivable to the Company relating to Generation Service for those customers to whom the Company issues a Consolidated Bill.

The Competitive Supplier shall inform the Distribution Company of the selected billing option, in accordance with the rules and procedures set forth in the EDI-EBT Working Group Report Standards.

A. Standard Billing Service

- (1) The Company shall issue a single bill for Distribution Service to each Customer. The Competitive Supplier shall be responsible for separately billing Customers for the cost of Generation Service provided by the Competitive Supplier and for the collection of amounts due to the Competitive Supplier from the Customer.

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TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

- (2) The Company shall send a “customer usage information” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDIEBT Working Group Report Standards.

B. Consolidated Billing Service with Automatic POR Program Enrollment

Billing Procedure:

- (1) The Company shall issue a single unbundled bill for electric service to each Customer.
- (2) The Company shall use the rates supplied by the Competitive Supplier to calculate the Competitive Supplier’s portion of a Customer’s bill, and integrate this billing with its own billing in a single mailing to the Customer.

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TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

- (3) The Company shall send a “customer usage and billing information” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the ~~EDI-EBT Working Group Report~~Standards.
- (4) ~~Upon receipt of Customer payments,~~†The Company shall send a “payment/adjustment” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the ~~EDI-EBT Working Group Report~~Standards. Customer revenue due the Competitive Supplier shall be transferred to the Competitive Supplier in accordance with the trading partner agreement entered into by the Competitive Supplier and the Company, calculated in the manner described in section III.6.B.4.b below.

a. Timing of Payment to Competitive Suppliers

The payment to Competitive Suppliers of the amounts computed in accordance with the provisions of paragraph III.6.B.4.b, below, shall be made monthly based on the combined average payment period for all Customers on Default Service and Consolidated Billing Service. The same payment date shall apply to both the Residential Service Class and the General Service Class. The payment date shall be calculated using actual historical data for the most recent calendar year prior to the annual filing. The payment date will be on the closest business day approximately equal to the mid-point of the billing month plus the average payment period from billing to utility receipt of Customer payments for the most recent calendar year prior to the annual filing. The payment date shall be calculated based on the methodology most recently approved by the Commission. The payment date shall remain in effect for a twelve-month period with an effective date beginning August 1st, subject to a different effective date for initial implementation as detailed in Section III.6.B.5.a below.

b. Amount of Payment to Competitive Suppliers

The Company shall pay the Competitive Supplier the full amounts due from Customers for Generation Service, less the Discount Percentage Rates as defined below. For any Customer that has elected budget billing, the full amounts to be paid to Supplier for Generation Service shall be based on the customer’s actual usage, rather than the amount the customer is billed under the Company’s budget billing Program. In all other instances, the full amounts due for Generation Service shall be based on the amount actually billed to the customer.

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Vice President and Treasurer

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

On or before March 1st each year (subject to provisions in Section III.6.B.5.a concerning initial implementation), the Company shall make an annual filing to determine the Discount Percentage Rates and payment date that will be in place for a twelve-month period beginning August 1 of that same year (subject to provisions in Section 6.B.5.a concerning initial implementation). The percentages will remain in effect for a twelve-month period unless otherwise approved by the Commission. The percentages shall be computed in accordance with the following formula:

$$\text{DPR}_{\text{CC}} = \text{UP}_{\text{CC}} + \text{ACP}_{\text{CC}} + \text{PPRP}_{\text{CC}}$$

Where

CC = The Customer class defined as Customers in a rate class or classes as designated by the Company for purposes of the POR Program and approved by the Commission. For purposes of the calculation, there shall be two Customer classes: (1) Residential Service Class; and (2) General Service Class.

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TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

DPR_{CC} = discount percentage rate for the Customer Class to be deducted from the full amounts due to Participating Suppliers for Generation Service.

UP_{CC} = the total net write-offs for accounts in the Customer class receiving Default Service or Generation Service with Consolidated Billing Service. This percentage is based on net write-off amounts for the Customer class for the most recent calendar year prior to the annual filing, divided by the total amounts billed for Default Service and Generation Service for the Customer class for the same period, including late payment fees if included in net write-offs.

During the first year or other initial implementation period, as detailed in Section III.6.B.5.a, of POR Program operation, the UPCC will be the total net write-offs for the Customer class based on actual data for Default Service Customers, divided by the total amounts billed by the Company for Default Service, including late payment fees if included in net write-offs. The period used to calculate the initial implementation uncollectible percentage will be the most recent calendar year prior to the compliance filing to implement the initial rate.

ACP_{CC} (administrative cost percentage) = total actual administrative costs, and any forecasted administrative costs to be recovered for the subsequent year, divided by the total amounts billed for Generation Service by the Company for the most recent calendar year prior to the annual filing. Administrative costs shall include the recovery of costs directly related to the development and implementation of changes to billing, information and accounting systems directly related to the billing procedures necessary to incorporate a POR Program into Consolidated Billing Service as instituted in accordance with RSA Chapter 53-E:9, and ongoing, incremental administrative costs directly associated with providing such POR Program, to the extent approved by the Commission.

PPRP_{CC} (past period reconciliation percentage by customer class) = the sum of the following five components divided by the total amounts billed to Customers in the Customer class for Generation Service under Consolidated Billing Service for the same calendar year period:

(i) the reconciliation balance for the prior period;

(ii) the difference between (a) the net write-off percentage actually experienced during the prior calendar year for Customers in the Customer class to whom the Company billed Default Service and Generation Service under Consolidated Billing Service, which is calculated by dividing the net write-offs actually experienced by

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Issued By: Robert B. Hevert~~Daniel J. Hurstak~~Mark H. Collin
Vice President and Treasurer

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

the total amounts actually billed to Customers in the Customer class for Default Service and Generation Service, multiplied by the amount due to Participating Suppliers during the prior calendar year and (b) the total amounts actually billed to Customers in the Customer class for Generation Service purchased from Participating Suppliers multiplied by the applicable UPcc;

(iii) the difference between (a) the administrative costs actually incurred during the prior calendar year for Customers in the Customer class purchasing Generation Service from Participating Suppliers; and (b) the total amounts actually billed to Customers in the Customer Class for Generation Service purchased from Participating Suppliers multiplied by the applicable ACPCC;

(iv) the total amounts actually billed to Customers in the Customer class for Generation Service purchased from Participating Suppliers multiplied by the applicable PPRPcc; and

(v) interest calculated on the average monthly balance of the past period reconciliation using the prime rate, as defined in PUC 1202.13.

c. Information Required to be Filed with the Commission.

Information pertaining to the annual filing pursuant to paragraph III.6.B.4.a, and paragraph III.6.B.4.b, above, and any other filings to seek changes to the above provisions, shall be fully documented and include updated information relating to preliminary reconciliation data for the POR Program year for which the filing is made, with actual reconciliation amounts to be submitted the subsequent POR Program year.

(5) Implementation of POR Program

a. Effective Date

The Company shall make a compliance filing with the Commission for the initial implementation of the POR Program setting forth the calculation of the DPRs for the Residential Service Class and the General Service Class as well as the payment date that will be in place for the first year or other initial implementation period. Such compliance filing shall also define the effective date for the initial implementation of the POR Program.

b. Existing Receivables

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Vice President and Treasurer

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

The Company shall pay Participating Competitive Suppliers for existing accounts receivable of Customers billed under Consolidated Billing Service as of the commencement of the POR Program. The amounts purchased for the existing receivables shall be subject to full reconciliation in accordance with the PPRPcc provision in paragraph III.6.B.4.b above.

(6) The following payment allocation between the Company and Competitive Suppliers shall apply if a Customer pays the Company less than the full amount billed. The payment should first be allocated to the Company and Competitive Supplier charges in arrears in proportion to the percentage of the combined arrears represented by each charge. Any remaining payment should be allocated to the Delivery Service and

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Vice President and Treasurer

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

Competitive Supplier current charges in proportion to the percentage of the combined current charges represented by each charge.

~~(6)~~

(7) Any customization that can be made by the Company's internal computer programming staff will be charged to the supplier a rate of \$80.00 per hour. Any customization, that requires the use of the Company's external Customer Information System vendor, will be charged to the supplier a rate of \$160.00 per hour.

C. Changes to Rate Classes

If a Competitive Supplier requests different customer classes or rate structures than are offered by the Company, the Company shall accommodate changes to the billing system, if reasonably possible, at the Competitive Supplier's expense. The costs of making the designated changes shall be quoted by the Company to the Competitive Supplier and payment must be received by the Company prior to the start of programming.

D. Optional Customer Services

- (1) Upon request by a Competitive Supplier, the Company may offer optional customer services to those Competitive Suppliers who receive Consolidated Billing Service. Pricing for these optional services shall be customized to the Competitive Supplier's needs, and shall be dependent on the specific customer service required by the Competitive Supplier, the volume of Customer calls, requested coverage hours, and/or the specific number of customer service representatives requested. Such pricing will be included in the Trading Partner Agreement.
- (2) The Company may offer a Summary Billing option for Competitive Suppliers who have qualified Customers with multiple electric service accounts. Designed to consolidate multiple individual billings on a single bill format, this optional service allows Customers to pay multiple accounts with one check. Any costs incurred to provide Summary Billing shall be assigned to the Competitive Supplier.

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Issued By: ~~Robert B. Hevert~~ ~~Daniel J. Hurstak~~ ~~Mark H. Collin~~
Vice President and Treasurer

Unitil Energy Systems, Inc.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)E. Existing Fees

Existing Company service fees, such as interest charges for unpaid balances and bad checks charges, shall remain in effect and shall be assessed, as applicable, according to the Company's Terms and Conditions for Distribution Service, applicable to all Customers.

g.a. Definition of Standard Units of ServiceA. Billing Demand

Units of billing demand shall be as defined in the Company's applicable tariff on file with the Commission.

B. On-Peak / Off-Peak Period Definitions

- 1) The on-peak and off-peak periods shall be as defined in the Company's applicable tariff on file with the Commission.
- 2) Competitive Suppliers may define on-peak and off-peak periods differently from those above; however, they will be required to make special metering arrangements with the Company to reflect different on-peak and off-peak definitions. Any costs incurred to provide the special metering arrangements shall be assigned and billed to the Competitive Supplier.

-b. Determination of Hourly Loads

- A. For each Competitive Supplier, hourly loads for each day shall be estimated or telemetered, and reported daily to the ISO-NE for inclusion in the Competitive Supplier's Settlement Account. Hourly load estimates for non-telemetered customers will be based upon load profiles developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly load for the Company.
- B. The Company shall normally report previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the Competitive Supplier's Settlement Account.
- C. To refine the estimates of the Competitive Suppliers' loads that result from the estimated hourly loads, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed.
- D. The hourly loads shall be determined consistent with the following steps:
 - (1) The Company shall identify or develop a load profile for each customer class or each Customer for use in each day's daily determination of hourly load.

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Mark H. Collin~~Mark H. Collin~~
Vice President and Treasurer

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

- (2) The Company shall calculate a usage factor for each Customer that reflects the Customer's relative usage level.
 - (3) The Company shall develop estimates of hourly load profiles for the previous days for each Competitive Supplier such that the sum of the Competitive Suppliers' loads equals the hourly metered loads collected each day. Distribution losses, which are included in the hourly metered Company loads, shall be fully allocated into Competitive Supplier loads.
 - (4) Transmission losses from local network facilities shall be approximated and added to the Competitive Supplier's hourly loads.
- E. The process of Competitive Supplier load estimation involves statistical samples and estimating error. The Distribution Company shall not be responsible for any estimating errors and shall not be liable to the Competitive Suppliers for any costs that are associated with such estimating errors.

-c. Liability and Indemnification

Except as provided in Section II.9 of the Terms and Conditions for Distribution Service, the Company and the Competitive Supplier shall indemnify and hold the other and their respective affiliated, and the directors, officers, employees, and agents of each of them (collectively, "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "Liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of such party in connection with the performance of its obligations under these Terms and Conditions. The Company and the Competitive Supplier shall waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under these Terms and Conditions.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

APPENDIX A

SCHEDULE OF CLASS DISTRIBUTION LOSSES
PURSUANT TO SECTION III. 8D.(3)

<u>Class Description</u>	<u>Distribution Loss Factor</u>
Residential	6.468%
General G2	6.392%
General G1	4.591%
Outdoor Lighting OL	6.468%

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)
APPENDIX B

ENHANCED METERING SERVICES AND INTERVAL DATA SERVICES

I. ENHANCED METERING SERVICE

A) Availability

Enhanced metering service under this schedule is available to Customers currently receiving metered delivery service from the Company or the Customer's authorized representative.

B) Service Option 1: Remote Access Metering

Under this service option, the Company will provide metering equipment at the Customer's facility, which will allow for periodic readings of the Customer's load through telephone lines. The Company will install, own and maintain the metering equipment. The Customer, at its expense, shall arrange for the installation and operation of the telephone lines and service necessary for the readings of the Customer's load. The Customer, or its authorized representative, may receive the data through the optical port on the equipment or electronically. The Company will store load information for a period of thirty-five (35) days and will read the meters daily.

Fees for Service Option 1:

The Customer has the choice of initial lump sum payment or monthly fee.

<u>Tariff</u>	<u>Monthly</u>	<u>Initial Lump Sum</u>
Residential Service	\$17.81	\$742.11
General Service	\$22.19	\$928.61

C) Service Option 2: Pulse Output Service

Customers who wish to connect their own metering equipment or equipment provided by their authorized representative to the Company's meter may elect this option. The Company will provide a pulse interface device through which the Customer can access meter data. The Customer, or its representative, must purchase, own and maintain a modem-equipped recording device in order to access meter pulses.

Authorized by NHPUC Order No. 26,007 in Case No. DE 16-384 dated April 20, 2017.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

Fees for Service Option 2: The Customer has the choice of initial lump sum payment or monthly fee.

<u>Tariff</u>	<u>Monthly</u>	<u>Initial Lump Sum</u>
Residential Service	\$6.21	\$258.61
General Service	\$6.21	\$258.61

D) Special Provisions

- (1) The Company will consider requests for special metering from Customers taking service under Option 1. The Company will respond to any such written requests within thirty (30) days and will address availability, cost of implementation, technical alternatives and other issues related to the utilization of the requested metering equipment. Upon request, the Company will furnish to the Customer a list of approved interval recording meters.
- (2) All remote access metering in Option 1 and Customer-owned modem equipped recorders in Option 2 will be read daily by the Company and will be reported to ISO-NE for load settlement purposes. The Company will substitute estimated load profile data in lieu of actual hourly metered data for the Customer when Customer-owned equipment has failed or has otherwise lost communication capability.
- (3) Load values derived from the use of Company- or Customer-owned enhanced metering equipment under Option 1 or Option 2, hereunder, will be settled based on the actual quantities recorded on the Company's billing meters for the time period in question.
- (4) The Company may not be able to provide daily meter reading and information, due to operational difficulties with equipment for which the customer has operational responsibility.

E) Term of Service

The minimum term for services provided hereunder for monthly-charged Customers shall be twenty-four (24) months from the date of installation of the enhanced metering equipment.

F) Terms and Conditions

The Company's schedule of Terms and Conditions for Distribution Service, as in effect from time to time, shall apply to service under this schedule to the extent that they are not inconsistent with the specific provisions of this schedule.

Authorized by NHPUC Order No. 26,007 in Case No. DE 16-384 dated April 20, 2017.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

II. INTERVAL DATA SERVICE

A) Availability

Service under this schedule is available for Large General Service G1 customers and customers receiving service under the Company's Optional Enhanced Metering Service or the Customer's authorized representative. Customers must have a Company-owned interval data recorder installed at their facilities.

B) Character of Service

Interval data is made available to Customers or their authorized agents through e-mail or through basic web access. Web-based access allows for the retrieval of interval load data through an Internet account. Files will become available after the standard monthly meter reads.

C) Fees

Fees for this service will vary depending upon the number of accounts and the frequency of requests for interval data.

One-time fee for single request per meter (12 months of data)	\$56.90
Annual Subscription fee per meter	\$455.14

D) Terms and Conditions

The Company's schedule of Terms and Conditions, as in effect from time to time, shall apply to this service to the extent that they are not inconsistent with the specific provisions of this schedule.

Authorized by NHPUC Order No. 26,007 in Case No. DE 16-384 dated April 20, 2017.

Issued: May 5, 2017
Effective: May 1, 2017

Issued By: Mark H. Collin
Sr. Vice President

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT

This Agreement made this ___ day of _____, 20_ , between Unitil Energy Systems, Inc., a New Hampshire corporation with a principal place of business at 6 Liberty Lane West, Hampton, New Hampshire (“Company”) and _____
_____, a _____
corporation with a principal place of business at _____
 (“Supplier” or “Competitive Supplier”). Competitive Supplier and Company are sometimes hereinafter referred to collectively as the “Parties” and individually as a “Party”.

I. Basic Understandings

Company has the authority and obligation under New Hampshire’s Electric Utility Restructuring Law , the New Hampshire Municipal Aggregations Law (RSA 53-E) and the Company’s Terms and Conditions for Competitive Suppliers (“Terms & Conditions”) approved by the New Hampshire Public Utilities Commission (“Commission”) to perform services for Competitive Suppliers of electricity. The Terms & Conditions require the Supplier to enter into a trading partner agreement with the Company prior to the initiation of Generation Service, as defined therein, for the provision of these services. Accordingly, Company agrees to provide services to Supplier in accordance with the terms of this Agreement. This Agreement has been developed for use between Company and Supplier, and may not be waived, altered, amended, or modified, except as provided herein.

Issued: August 23, 2024
Effective: TBD

Issued by: Daniel Hurstak
Vice President and Treasurer

Authorized by NHPUC Order No. ___ in Docket No. DE 23-___, dated _____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Exhibit A, attached hereto and incorporated herein by reference, includes additional terms which are a part of this Agreement.

Issued: August 23, 2024
Effective: TBD

Issued by: Daniel Hurstak
Vice President and Treasurer

Authorized by NHPUC Order No. ____ in Docket No. DE 23-____, dated ____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

II. Definitions

Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Terms & Conditions.

“Accounts Receivable” shall be defined as, with respect to any eligible Customer, the Competitive Supplier’s Generation Service revenue and associated charges determined by the Company under the terms of this Agreement.

“Accounts Receivable Purchase Price” shall be defined as the amount with respect to any Account Receivable purchase hereunder, calculated in accordance with Section III.6.B.4.b of the Company’s Terms and Conditions.

“Affiliate(s)” shall mean with respect to a Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director or officer of such Person. For purposes of this definition the term “control” (including the terms “controlling,” “controlled by” and “under common control with”) of a Person means the possession, direct or indirect, of the power to vote 10 percent or more of the voting stock of such Person or to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting stock, by contract or otherwise.

“Billing Date” shall be defined as with respect to any Account Receivable, the date on which Company’s billing system calculates such Account Receivable.

“Business Day” shall be defined as any day, other than a Saturday, Sunday or Holiday that is observed on a weekday. If any performance date referenced herein occurs on a day other than a Business Day, such performance date shall be the next succeeding Business Day.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

“Discount Percentage Rate” shall mean the amount to be deducted from the payment to Competitive Supplier for Generation Service as specified in Section III.6.B.4.b of the Company’s Terms and Conditions.

“Holidays” are as follows: New Year’s Day; President’s Day; Patriot’s Day; Memorial Day; Juneteenth National Independence Day, Independence Day; Labor Day; Veteran’s Day; Thanksgiving Day; the day following Thanksgiving Day; and Christmas Day.

“Program” means the purchase of Accounts Receivable Program approved by the Commission, as in effect from time to time.

“Purchase of Receivables Plan” shall mean the Company’s plan to comply with the Program as approved by the Commission, and as in effect from time to time.

“Unbilled Accounts Receivable” means the amount of Competitive Supplier’s Generation Service revenue and associated charges to be determined by Company under Article 7 of this Agreement based upon the applicable billing price determinants in effect (including, but not limited to, any applicable state or federal taxes and/or surcharges) for Generation Service which has been rendered to Customers but which remains unbilled until such time as such receivables are billed and purchased by Company under the terms of this Agreement.

III. Term

This Agreement shall become effective upon implementation of the Company’s Purchase of Receivables Plan as approved by the Commission, or on the date hereof, whichever is later, (“Effective Date”) and shall continue in full force and effect unless terminated by either Party by written notice given no less than 60 days prior to the scheduled termination date, except as provided in Sections VI and XI of this Agreement. Notwithstanding the Effective Date, Supplier acknowledges that Company will provide Company Services as set forth in Section VII only after the requirements of Section IV of this Agreement have been satisfied. Notwithstanding the foregoing, the Parties agree to abide by all items of this Agreement during the processing of any outstanding transactions through completion

Issued: August 23, 2024
Effective: TBD

Issued by: Daniel Hurstak
Vice President and Treasurer

Authorized by NHPUC Order No. ____ in Docket No. DE 23-____, dated ____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

IV. Conditions Precedent

The following requirements shall be conditions precedent to Company's obligations hereunder:

- A. Supplier shall provide all information requested in Exhibit B attached hereto, which shall be signed by an authorized representative.
- B. Supplier shall register with and obtain all necessary licensing from the Department of Energy.
- C. If Supplier elects to utilize the Consolidated Billing Services from the Company, Supplier shall furnish to Company

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

each Customer's contracted rate at the time of enrollment or rate change via EBT Standards. Prior to Customer enrollment, Supplier shall successfully complete testing as specified in the EBT Standards. In addition, Supplier shall be required to successfully complete testing of any new EBT Standards implemented subsequent to the initial test period.

For purposes of this Agreement, Supplier may elect to arrange with a third-party for the provision of necessary EDI services; provided, however, that in the event Supplier intends to terminate its third-party arrangement for EDI services, Supplier shall provide Company 60-days prior written notice of such intent to terminate.

V. Representations

Each Party represents that it is and shall remain in compliance with all applicable laws, tariffs, and Commission orders or regulations during the term of this Agreement. Each person executing this Agreement for the respective Parties represents and warrants that he or she has authority to bind that Party.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Each Party represents that (a) it has the full power and authority to execute, deliver, and perform this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes that Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

Each Party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

Competitive Supplier warrants that it has good rights in, and the power to assign and sell the Accounts Receivable to Company, without the violation of any rights of any third party. Further, Competitive Supplier warrants: (i) that its title to and the Accounts Receivable is free of all adverse claims, liens (including, without limitation, tax liens), security interests (excepting any security interest granted to the Company) and restrictions on transfer or pledge, (ii) the Accounts Receivable are not and will not be subject to any other valid or existing billing, collection, or financing instrument, (iii) the Accounts Receivable have not been billed and will not be collected by or for the benefit of any other party except Company, (iv) the Accounts

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Receivable will not be assigned, financed, sold, pledged, hypothecated, or otherwise encumbered, except to Company.

With respect to the Accounts Receivable, Competitive Supplier warrants that: (i) the Accounts Receivable represent valid and correct charges due to the Competitive Supplier in accordance with Competitive Supplier's agreements with those Customers, and Competitive Supplier is not in breach of any of those agreements, (ii) the Accounts Receivable are fully valid and enforceable and are not subject to any lien, encumbrance, deduction, set-off or credit, and (iii) there are no defenses, offsets or counterclaims regarding the payment of the Accounts Receivable and the Customer is not entitled to claim any deduction or discount to the Accounts Receivable.

VI. Supplier's Responsibilities

Supplier shall notify Company within twenty-four (24) hours in writing if its authority to provide competitive electric services in New Hampshire is revoked or otherwise suspended or modified by the Department of Energy in a way that affects this Agreement, including but not limited to suspension, revocation, modification, or non-renewal. Revocation or non-renewal of Competitive Supplier's license shall be grounds for immediate termination of this Agreement by Company. Further, Competitive Supplier shall maintain its license to act as a Competitive Supplier, as provided in the Department of Energy's regulations, throughout the term of this Agreement.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Supplier must either (i) be an ISO-New England, Inc. (“ISO-NE”) Market Participant, as defined in in Section I.2.2 of the ISO-NE Tariff, having its own settlement account, or (ii) have an agreement in place with an ISO-NE Market Participant whereby the ISO-NE Market Participant agrees to include the load to be served by the Supplier in such ISO-NE Market Participant’s settlement account. Supplier shall notify Company within twenty-four (24) hours prior, as applicable, to an event reasonably within Supplier’s knowledge, and of which Supplier has reason to believe Company

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Vice President and Treasurer

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

has no knowledge, and that will render Supplier or its agent unable to maintain good standing with ISO-NE required to serve load. Upon such notice or upon the occurrence of such an event, Company shall have the immediate right to switch Supplier's Customers so affected to the applicable Default Service Rate under the Company's tariffs.

Supplier shall update Exhibit B within five (5) business days of changes in any information contained therein.

Supplier acknowledges the Company will select and may change from time to time the application or vendor for the electronic transmission vehicle used by the Company. Company and Supplier acknowledge the benefit to both the Company and the Competitive Supplier in minimizing the transaction costs in selecting the electronic transmission methodology.

Notwithstanding the above, Company will not change the electronic transmission vehicle without first notifying Competitive Supplier by electronic mail at

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

least seven (7) days prior to the change. Supplier shall be responsible for the payment of all electronic transmittal costs, including the costs of testing and set up of the Competitive Supplier in the Company's system as described in the Terms and Conditions.

Competitive Supplier acknowledges that Company is authorized to deny Generation Service to Customers where Company has terminated such Customer's Distribution Service in accordance with the rules and regulations of the Department of Energy, including the Department of Energy's billing and termination regulations until such time as the customer is reinstated by the Company. In order for Competitive Supplier to serve such a Customer after reinstatement, Competitive Supplier must re-enroll the Customer.

Subject to the Department of Energy's regulations relating to the termination of service, the Company shall be authorized to disconnect its tariff delivery service and Competitive Supplier's Generation Service to Customers when the Customer fails to make full payment of all amounts due on the bill issued by the Company.

The Company and Supplier have structured this Agreement with the intention that each purchase of Accounts Receivable is a sale of such Accounts Receivable by Competitive Supplier to the Company. In the event that, contrary to the mutual intent of the Company and Competitive Supplier, any purchase of Accounts Receivable under this Agreement is not characterized as a sale, Competitive Supplier shall, effective as of the date hereof, be deemed to have granted (and

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Effective: TBD

Issued by: Daniel Hurstak
Vice President and Treasurer

Authorized by NHPUC Order No. ____ in Docket No. DE 23-____, dated ____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

the Competitive Supplier hereby does grant) to the Company a first priority security interest in all of Competitive Supplier's right, title and interest in and to all Accounts Receivable, whether now owned and existing or hereafter acquired or arising, all related security and collections with respect thereto and, to the extent not included in the foregoing, all proceeds of any and all of the foregoing.

Competitive Supplier shall be responsible for the payment of all applicable taxes (including, without limitation, sales, use and gross receipts taxes and any new taxes) imposed or assessed on the Accounts Receivable or otherwise on the sales by Competitive Supplier to the Customers. Competitive Supplier shall be considered the vendor for purposes of liability for such taxes. Nothing in this Agreement shall be construed as imposing upon Company the obligation of remitting to any federal, state, or local taxing authority those taxes that are the collection and remittance responsibility of Competitive Supplier with respect to Company's purchase of Accounts Receivable from Competitive Supplier. Competitive Supplier shall indemnify, defend, and save harmless Company from and against any and all liability for such taxes, and any interest or penalties thereon.

VII. Company Services

The Company shall provide Distribution Service pursuant to the Company's Tariff. In the event the terms of this Agreement conflict with those of the Tariff, the terms of the Tariff shall govern.

Issued: August 23, 2024
Effective: TBD

Issued by: Daniel Hurstak
Vice President and Treasurer

Authorized by NHPUC Order No. ____ in Docket No. DE 23-____, dated ____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

A. Billing Services

Supplier will be offered two billing services: (1) Consolidated Billing Service;
and (2) Standard Billing Service. All measured billing determinants provided by the
Company will be

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

based on Company owned metering, except as provided in Exhibit A or otherwise agreed to in a subsequent agreement.

i. Consolidated Billing Service

In accordance with the provision of the Consolidated Billing Service Option, Company will issue a single bill for electric service. Company will use the rates and pricing options supplied by Supplier to calculate the Supplier portion of Customer bills, and integrate this billing with Company's billing in a single mailing to the Customer. Company agrees to provide Supplier with customer usage and billing information, in accordance with EBT Standards The Competitive Supplier choosing the Consolidated Billing Service for any account agrees to sell any and all receivables associated with such billed accounts to the Company in accordance with the Terms and Conditions for Competitive Suppliers and the Purchase of Receivables Program.

As described in the Company's Terms and Conditions for Competitive Suppliers and as approved by the Commission, the Company will purchase all existing Accounts Receivable on

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

the Effective Date using the same discount rates by customer class calculated for revenues billed in the first year of the Program. The Company's purchase of existing Accounts Receivable will be tracked in a fully reconciling mechanism. As of the Billing Date, title to such Accounts Receivable shall pass to Company, and Competitive Supplier shall have no rights in or to such Account Receivable and shall not seek to collect in any manner such amount from any Customer. Any Account Receivable, or portion thereof, that is sold to the Company under this Agreement and for which payment is received by Competitive Supplier from Customers shall be held by Competitive Supplier in trust as the property of the Company and shall be remitted in full to Company immediately, and in any event within five (5) Business Days of receipt, without any deduction or set off by Competitive Supplier. Company shall have the right to endorse the name of the Competitive Supplier on any and all remittances by Customers received by Company that are payable to Competitive Supplier, and the right to collect the same from Customers. In addition, Competitive Supplier assigns to Company any and all payments received from state, federal, or other agencies associated with the Accounts Receivable including without limitation payments for heating or other financial assistance.

The Company agrees to pay Competitive Supplier the Accounts Receivable Purchase Price. Company will provide Competitive Supplier with necessary remittance advice through an electronic format in accordance with EBT Standards and/or in the form of a monthly spreadsheet that provides the billing details, application of the Standard Complete Billing Percentage and amount of payment due to Competitive Supplier.

Issued: August 23, 2024
Effective: TBD

Issued by: Daniel Hurstak
Vice President and Treasurer

Authorized by NHPUC Order No. ____ in Docket No. DE 23-____, dated ____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Supplier rates and pricing options must conform to the rate structure in use by Company for that specific tariffed Distribution Service and be supported by meters in place. Changes in the rate levels of Supplier charges to be billed shall be prospective only and shall be implemented for the next bill reading, provided that: 1) Supplier notifies Company of the rate changes in accordance with Section IV.C.; and 2) the notification includes the old and new rates, pricing options, and effective date.

Issued: August 23, 2024
Effective: TBD

Issued by: Daniel Hurstak
Vice President and Treasurer

Authorized by NHPUC Order No. ____ in Docket No. DE 23-____, dated ____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

ii. Standard Billing Service

In accordance with the provision of the Standard Billing Service Option, Supplier will separately bill Customers for the cost of Generation Service provided by the Supplier and collect amounts due to the Competitive Supplier from the Customer. Company agrees to provide Supplier with Customer usage information, in accordance with the EBT Standards.

iii. Transaction Processing

Customer transactions will be processed in accordance with the EBT Standards. These transactions include but are not limited to account administration, reporting of Customer usage and billing, remittance advice and reporting of Customer adjustments. Any changes in these standard transactions will be in accordance with the EBT Standards.

iv. Conditions of Billing

Customers that contact Company concerning the billed amount for Competitive Supplier Generation Service or any other Competitive Supplier issue will be referred to Competitive Supplier's customer service number identified in Exhibit B. Other than with respect to the accuracy of Customer meter reads and the mechanics of Consolidated Billing

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Services as specified above, Company will not undertake bill investigations, Customer inquiries concerning Competitive Supplier charges, collection activities, or the settlement of billing disputes on behalf of Competitive Supplier unless otherwise specified in Exhibit A.

For both Standard Billing Service and Consolidated Billing Service, Competitive Supplier shall be responsible

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Vice President and Treasurer

Authorized by NHPUC Order No. ____ in Docket No. DE 23-____, dated ____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

for the reporting and payment of all taxes or other fees assessed upon Generation Service by any local, state, federal or other taxing or administrative bodies.

v. Rendering of Bills (Consolidated Billing Option Only)

Rendering of bills is the preparation and mailing of statements of the amounts due from the Customer for Supplier Generation Service. These statements will be included as part of the regular monthly bill for Company's Distribution Service mailed to the Customer. Supplier's contact information is listed on the Company's website, <https://unitil.com/electric-gas-service/third-party-energy-suppliers>. The Company shall not be required to include messages or inserts containing Competitive Supplier specific information except as otherwise required by the Commission or Department of Energy.

vi. Billing Errors

If Supplier finds that the Company has made a billing error or other miscalculation on a bill or in the usage determinants used as the basis for either the Company or the Supplier's bill calculation, the Supplier shall notify Company in writing and explain the nature of the error. Upon confirmation of the error, Company will re-bill the affected Customer reflecting an appropriate adjustment in the Customer's account. Similarly, if the Company discovers an error

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

that it has made, the Company shall notify Supplier in writing and explain the nature of the error. Upon confirmation of the error, an appropriate adjustment will be made on the next bill sent to the Customer. Suppliers will be notified electronically of any billing adjustment as provided by the EBT Standards. Further, as agreed between the Company and Supplier, the Company shall re-bill or adjust Customers' bills due to any such errors in the next billing cycle. When either Party reasonably believes that an error related to billing activity may have occurred, either Party may request the production of documents required to verify the accuracy of such billing, which the other Party will provide within ten (10) Business Days. The Company shall not be required to adjust any errors as described in this paragraph after twenty- four (24) months from the date of the statement to the Customer which contained the error.

vii. Payment Processing (Consolidated Billing Option Only)

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

The Company shall pay Competitive Suppliers in accordance with Section III.6.B of the Terms and Conditions.

Issued: August 23, 2024
Effective: TBD

Issued by: Daniel Hurstak
Vice President and Treasurer

Authorized by NHPUC Order No. ____ in Docket No. DE 23-____, dated ____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

B. Load Estimating and Reporting

Company shall determine Supplier's hourly loads and report such to the ISO-NE in accordance with the Terms and Conditions.

C. Additional Services

Additional Services provided by the Company are set forth in Exhibit A hereto.

VIII. Fees

Fees for other services are set forth in Exhibit A. Company shall have the right to subtract fees owing to Company from Supplier from amounts due to Supplier for Competitive Supplier Generation Service as reimbursement by Supplier of fees past sixty (60) days. Amounts subject to a good faith dispute will not be subject to deduction

IX. Billing and Payment for Services

Bills for services provided by Company under the terms of this Agreement shall be rendered to Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A. Failure of Supplier to make payment within twenty-five (25) days of the

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

posted date on the bill shall result in the addition of interest on any unpaid balance calculated at the rate of 1.5% per month commencing from the date said bill was posted. The posting date will refer to the date the bill is transmitted to the Competitive Supplier. As agreed to by the Company and the Supplier the bill may also be transmitted electronically to the Supplier.

X. Nondisclosure

Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including Affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term “Confidential Information” shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, Customers of either or both Parties, suppliers for either Party, personnel of either Party; any trade secrets; and other information of a similar nature; whether written or in intangible form that is marked proprietary or confidential with the appropriate owner’s name. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was known to be under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information.

Issued: August 23, 2024
Effective: TBD

Issued by: Daniel Hurstak
Vice President and Treasurer

Authorized by NHPUC Order No. ____ in Docket No. DE 23-____, dated ____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving Party shall, upon termination of

Issued: August 23, 2024
Effective: TBD

Issued by: Daniel Hurstak
Vice President and Treasurer

Authorized by NHPUC Order No. ____ in Docket No. DE 23-____, dated ____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

this Agreement or at any time upon the request of the disclosing Party, promptly return or destroy all Confidential Information of the disclosing Party then in its possession.

Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

XI. Termination

Notwithstanding anything to the contrary elsewhere in this Agreement, any Party, by written notice to the other Party (“Breaching Party”) may terminate this Agreement in whole or in part with respect to such Breaching Party or suspend further performance without terminating this Agreement upon the occurrence of any of the following: a) the Breaching Party terminates or suspends doing business, or, for Supplier, its registered status is revoked or refused renewal; b) the Breaching Party becomes subject to any bankruptcy or insolvency proceeding under federal or state law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a transferee, receiver or similar authority, or makes

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Vice President and Treasurer

Authorized by NHPUC Order No. ____ in Docket No. DE 23-____, dated ____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

an assignment for the benefit of creditors; or c) the Breaching Party commits a material breach of any of its obligations under this Agreement or the Terms and Conditions and has not cured such breach within thirty (30) days after receipt of a written notice from the other Party specifying the nature of such.

No delay by either Party in enforcing any of its rights hereunder shall be deemed a waiver of such rights, nor shall a waiver of one default be deemed a waiver of any other or subsequent default.

The enumeration of the foregoing remedies shall not be deemed a waiver of any other remedies to which either Party is legally entitled.

XII. Force Majeure

Neither Party shall be considered in default under this Agreement or responsible in tort, strict liability, contract or other legal theory to the other Party for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service, or any other failure to perform if such failure occurs without fault or negligence and is caused by factors beyond the Party's reasonable control, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, terrorism, insurrection, act of God or the public enemy, action of a court or public authority, or any other cause beyond the reasonable control of the Party, which by the exercise or due diligence is unable to overcome. In

Issued: August 23, 2024
Effective: TBD

Issued by: Daniel Hurstak
Vice President and Treasurer

Authorized by NHPUC Order No. ____ in Docket No. DE 23-____, dated ____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

the event of a force majeure, both Parties shall take all reasonable steps to comply with this Agreement.

XIII. Liability and Indemnification

In accordance with Section VII, B of this Agreement, Company shall not be responsible for any load estimation errors and shall not be liable to the Supplier for any costs that are associated with such estimating errors.

Except as provided above and in Section VII, B of this Agreement, Company and Supplier agree to indemnify and hold the other and their respective Affiliates, and the directors, officers, employees, and agents of them harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively "Liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of such Party in connection with the performance of its obligations under the Terms and Conditions. Company and Supplier agree to waive recourse against the other Party and its Affiliates for or arising from the non-negligent performance by such other Party in connection with the performance of its obligations under this Agreement.

Neither the Company nor the Supplier shall be liable for any special, indirect, punitive, exemplary or consequential damages whatsoever under any theory of law that is now or may in the

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

future be in effect, including without limitation: contract, tort, strict liability, or negligence, caused by interruption, abnormal voltage, discontinuance or reversal of energy delivered, circumstances beyond Company's immediate control, including but not limited to acts of God, accidents, labor difficulties, actions of transmission service provider(s), competitive suppliers, federal, state, or municipal authorities, the failure to receive electricity from any competitive suppliers, implementation of an emergency load reduction program, or the inability for any other reason to maintain uninterrupted and continuous deliveries.

Notwithstanding anything in this Agreement or the Terms and Conditions to the contrary, in no event shall any Party hereto be liable to any other Party hereto for consequential, punitive, special, or exemplary damages.

Notwithstanding the availability of other remedies at law or in equity, either Party hereto shall be entitled to specific performance to remedy a breach of this Agreement by the other Party.

The provisions of this Section shall survive the termination of this Agreement.

XIV. Terms and Conditions

The Parties agree to act in compliance with this Agreement at all times.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

XV. Dispute Resolution

Disputes hereunder shall be reduced to writing and referred to the Parties' representatives for resolution. The Parties' representatives shall meet and make all reasonable efforts to resolve the dispute. Pending resolution, the Parties shall continue to fulfill their obligations under this Agreement in good faith, unless this Agreement has been suspended or terminated as provided in Section XI. If the Parties fail to resolve the dispute, they may mutually agree to pursue mediation or arbitration to resolve such issues.

XVI. Notice

All notices and other communications shall be to the Company contacts listed on the Company's website except as may expressly be provided otherwise in Exhibit A. Notices and other communications to Supplier shall be addressed as shown on Exhibit B. The Parties agree that such written notice, upon confirmation of receipt, shall constitute an acceptable writing.

XVII. Governing Law

This Agreement is governed by the laws of the State of New Hampshire without regard to the conflict of laws in effect therein.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

XVIII. Enforceability

In the event that any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the validity and enforceability of the remaining portions thereof shall otherwise be fully enforceable.

XIX. Assignment and Delegation

Either Party to this Agreement may assign any of its rights or obligations under this Agreement; provided however, that no assignment by Supplier shall take effect until the assignee has met the requirements of Section IV hereunder. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee.

In addition, either Party may subcontract its duties under this Agreement to a subcontractor provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other Party, and the subcontractor shall meet the terms and conditions of this Agreement. The assigning or subcontracting Party shall provide the other Party with thirty (30) calendar days' prior written notice of any such subcontracting or assignment, which notice shall include such information about the subcontractor as the other Party shall reasonably require.

Issued: August 23, 2024
Effective: TBD

Issued by: Daniel Hurstak
Vice President and Treasurer

Authorized by NHPUC Order No. ____ in Docket No. DE 23-____, dated ____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

XX. Miscellaneous

This Agreement is the entire agreement between the Parties and supersedes all other agreements, communications, and representations.

This Agreement may be amended by written agreement of the Parties.

Paragraph headings are for convenience only and are not to be construed as part of this Agreement.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date above.

[SUPPLIER]

By _____

Title _____

Unitil Energy Systems, Inc.

By _____

Title _____

Issued: August 23, 2024
Effective: TBD

Issued by: Daniel Hurstak
Vice President and Treasurer

Authorized by NHPUC Order No. ____ in Docket No. DE 23-____, dated ____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT A

COMPANY SPECIFIC PROVISIONS

1. Budget and Payment Options

Supplier acknowledges that Company offers budget and payment plans. In accordance with Section III.6.B.4 of the Terms and Conditions, for any Customer billed under Consolidated Billing Service who has elected Budget Billing, the amount of payments due to Supplier for Generation Service shall be based on the Customer's actual usage, rather than the amount the Customer is billed under the Company's Budget Billing Program.

2. Summary Billing

3. Supplier acknowledges that Company may offer a Summary Billing option, which allows qualified Customers with multiple electric service accounts to consolidate multiple individual billings on a single bill format. **Fees**

Supplier agrees to pay any fees if and as approved by the PUC. Company shall notify Supplier of the approval of any such fees, and will amend this Exhibit A as may be necessary to describe them.

4. Holidays and Time

Any reference made with respect to time either in this Agreement or the EDI Standards is understood to be Eastern Standard Time.

The Company observes Holidays as defined in Section II hereof.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

5. Money Transfers

The Company will transfer payments to the Supplier by way of Automated Clearing House and the timing of such payment shall be calculated pursuant to the Terms & Conditions.

Issued: August 23, 2024
Effective: TBD

Issued by: Daniel Hurstak
Vice President and Treasurer

Authorized by NHPUC Order No. ____ in Docket No. DE 23-____, dated ____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT A

COMPANY SPECIFIC PROVISIONS

6. Business Continuity Plan

If the electronic transmission vehicle used to send and receive files is out of service, the Company will use a business continuity plan which will be posted on the Company's web site. In such an event, Supplier agrees to cooperate with Company and abide by the contents of Company's business continuity plan. Supplier may contact Company's representative, as provided below, for further information about accessing the continuity plan.

7. Company Contact

Information on how to contact the Company's representative for the administration of this Agreement shall be posted on the Company's web site (www.unitil.com).

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

Supplier must fill this form out completely and return it to Company prior to entering into a trading partner agreement with Company. Failure to fill out this form completely will render Company unable to provide services for Supplier.

A. General Information (all suppliers)

1. Legal name of the Competitive Supplier

2. d.b.a. name, if applicable

3. Supplier Address

4. Type of Business Entity and State of incorporation

5. Supplier Customer Service phone number

6. Supplier Tax Identification number

7. Name of the Supplier's general contact & phone number

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

8. Supplier's general contact facsimile number

9. Supplier's general contact internet address

10. Name of Supplier's technical contact and phone number

11. Supplier's technical contact facsimile number

12. Supplier's technical contact internet address

13. Supplier Dun & Bradstreet number

Date Supplier attended New Hampshire supplier training? _____

15. Has Supplier registered with and obtained all necessary licensing from the New Hampshire Department of Energy? _____

B. Billing and Banking Information (for Suppliers opting for Consolidated Billing Service)

1. If the Supplier is planning to assign its own account number, provide format and size _____

2. Name of receiving bank (to accept electronic transfer of customer payments) _____

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

3. Routing and transit number (ABA number)

4. Bank account number

C. Electronic Transmission Vehicle

1. Name of Provider

2. ISA Qualifier

3. ISA ID

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

D. Establishment of ISO-NE Load Asset

1. Name of the ISO-NE member in whose settlement account the Supplier's load will be served

2. ISO-NE Participant IDown Load Number

3. Supplier Contact Name and phone number

4. Supplier Contact facsimile number

5. Supplier Contact e-mail address

6. Estimated Load Transfer (kW Demand)

7. Estimated Transfer Date (mo/day/year)

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

E. Notices to Supplier shall go to:

Name: _____

Address: _____

Telephone: _____

Telecopier: _____

Electronic Mail: _____

Authorized Signature: _____

Name (printed or typed): _____

Title: _____

Date: _____

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT

This Agreement made this ___ day of _____, 20020, between
Unitil Energy Systems, Inc., a New Hampshire corporation with a principal place of business at
6 Liberty Lane West, Hampton, New Hampshire (“Company”) and _____
_____, a _____
corporation with a principal place of business at _____
 (“Supplier” or “Competitive Supplier”). Competitive Supplier and Company are sometimes
hereinafter referred to collectively as the “Parties” and individually as a “Party”.

I. Basic Understandings

Company has the authority and obligation under New Hampshire’s Electric Utility Restructuring Law ~~and, the New Hampshire Municipal Aggregations Law (RSA 53-E) the Report of the Electronic Data Interchange Working Group (“EDI Working Group Report”)~~, and the Company’s Terms and Conditions for Competitive Suppliers (“Terms & Conditions”) approved by the New Hampshire Public Utilities Commission (“Commission”) to perform services for Competitive Suppliers of electricity. The Terms & Conditions EDI Working Group Report requires the Supplier to enter into a trading partner agreement with the Company prior to the initiation of Generation Service, as defined therein, for the provision of these services. Accordingly, Company agrees to provide services to Supplier in accordance with the terms of this Agreement. ~~_____~~ This Agreement has been developed for use between Company and Supplier, and may not be waived, altered, amended, or modified, except as provided herein.

Issued: August 23, 2024~~October 20, 2006~~
Effective: TBD~~November 1, 2006~~

Issued by: Daniel Hurstak~~Mark H. Collin~~
Vice President and Treasurer

Authorized by NHPUC Order No. _____ in Docket No. DE 23- _____, dated _____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Exhibit A, attached hereto and incorporated herein by reference, includes additional terms which are a part of this Agreement.

Issued: August 23, 2024~~October 20, 2006~~

Effective: TBD~~November 1, 2006~~

Issued by: Daniel Hurstak~~Mark H. Collin~~

Vice President and Treasurer

Authorized by NHPUC Order No. _____ in Docket No. DE 23-_____, dated _____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

II. Definitions

Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Terms & Conditions ~~or the EDI Working Group Report.~~

“Accounts Receivable” shall be defined as, with respect to any eligible Customer, the Competitive Supplier’s Generation Service revenue and associated charges determined by the Company under the terms of this Agreement.

“Accounts Receivable Purchase Price” shall be defined as the amount with respect to any Account Receivable purchase hereunder, calculated in accordance with Section III.6.B.4.b of the Company’s Terms and Conditions.

“Affiliate(s)” shall mean with respect to a Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director or officer of such Person. For purposes of this definition the term “control” (including the terms “controlling,” “controlled by” and “under common control with”) of a Person means the possession, direct or indirect, of the power to vote 10 percent or more of the voting stock of such Person or to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting stock, by contract or otherwise.

“Billing Date” shall be defined as with respect to any Account Receivable, the date on which Company’s billing system calculates such Account Receivable.

“Business Day” shall be defined as any day, other than a Saturday, Sunday or Holiday that is observed on a weekday. If any performance date referenced herein occurs on a day other than a Business Day, such performance date shall be the next succeeding Business Day.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

“Discount Percentage Rate” shall mean the amount to be deducted from the payment to Competitive Supplier for Generation Service as specified in Section III.6.B.4.b of the Company’s Terms and Conditions.

“Holidays” are as follows: New Year’s Day; President’s Day; Patriot’s Day; Memorial Day; Juneteenth National Independence Day, Independence Day; Labor Day; Veteran’s Day; Thanksgiving Day; the day following Thanksgiving Day; and Christmas Day.

“Program” means the purchase of Accounts Receivable Program approved by the Commission, as in effect from time to time.

“Purchase of Receivables Plan” shall mean the Company’s plan to comply with the Program as approved by the Commission, and as in effect from time to time.

“Unbilled Accounts Receivable” means the amount of Competitive Supplier’s Generation Service revenue and associated charges to be determined by Company under Article 7 of this Agreement based upon the applicable billing price determinants in effect (including, but not limited to, any applicable state or federal taxes and/or surcharges) for Generation Service which has been rendered to Customers but which remains unbilled until such time as such receivables are billed and purchased by Company under the terms of this Agreement.

III. Term

This Agreement shall become effective upon implementation of the Company’s Purchase of Receivables Plan as approved by the Commission, or on the date hereof, whichever is later, (“Effective Date”) and shall continue in full force and effect- unless terminated by either party Party by written notice given no less than 60 days prior to the scheduled termination date, except as provided in Sections VI and ~~XXI~~ of this Agreement. Notwithstanding the Effective Date, Supplier acknowledges that Company will provide Company Services as set forth in Section VII only after the requirements of Section IV of this Agreement have been satisfied. Notwithstanding the foregoing, the ~~parties~~ Parties agree to abide by all items of this Agreement during the processing of any outstanding transactions through completion.

Issued: ~~August 23, 2024~~ October 20, 2006

Effective: ~~TBD~~ November 1, 2006

Issued by: ~~Daniel Hurstak~~ Mark H. Collin
Vice President and Treasurer

Authorized by NHPUC Order No. _____ in Docket No. DE 23- _____, dated _____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

IV. Conditions Precedent

The following requirements shall be conditions precedent to Company's obligations hereunder:

- A. Supplier shall provide all information requested in Exhibit B-attached hereto, which shall be signed by an authorized representative.
- B. Supplier shall register with ~~the Commission~~ and obtain all necessary licensing from the Department of Energy.

~~C.~~ If Supplier elects to utilize the Consolidated Billing Services from the Company, Supplier shall furnish to Company ~~a complete schedule of Supplier's relevant rates and~~

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

~~D. pricing options for Generation Service in an electronic format acceptable to Company, at Company's option, no less than ten (10) business days prior to initial Customer the each Customer's contracted rate at the time of enrollment for any such rate or prior to a change in Supplier's existing rates or five (5) business days prior to a change in rate change via EBT Standards. pricing options.~~

E.C. Prior to Customer enrollment, Supplier shall ~~participate in supplier training and successfully complete testing with the Company of the Electronic Data Interchange ("EDI") transactions as specified in the EDI Working Group Report EBT Standards. and any other applicable EDI Working Group standards published under the direction of the EDI Working Group.~~ In addition, Supplier shall be required to successfully complete testing of any new EBT Standards implemented subsequent to the initial test period.

~~For purposes of this Agreement, Supplier may elect to arrange with a third-party for the provision of necessary EDI services; provided, however, that in the event Supplier intends to terminate its third-party arrangement for EDI services, Supplier shall provide Company 60-days prior written notice of such intent to terminate.~~

V. Representations

Each ~~party~~Party represents that it is and shall remain in compliance with all applicable laws, tariffs, and Commission orders or regulations during the term of this Agreement.

Each person executing this Agreement for the respective ~~parties~~Parties represents and warrants that he or she has authority to bind that ~~party~~Party.

Issued: ~~August 23, 2024~~October 20, 2006

Effective: ~~TBD~~November 1, 2006

Issued by: ~~Daniel Hurstak~~Mark H. Collin

Vice President and Treasurer

Authorized by NHPUC Order No. _____ in Docket No. DE 23-_____, dated _____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Each ~~party~~Party represents that (a) it has the full power and authority to execute, deliver, and perform this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other action by such ~~party~~Party; and (c) this Agreement constitutes that ~~party's~~Party's legal, valid and binding obligation, enforceable against such ~~party~~Party in accordance with its terms.

Each ~~party~~Party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

Competitive Supplier warrants that it has good rights in, and the power to assign and sell the Accounts Receivable to Company, without the violation of any rights of any third party. Further, Competitive Supplier warrants: (i) that its title to and the Accounts Receivable is free of all adverse claims, liens (including, without limitation, tax liens), security interests (excepting any security interest granted to the Company) and restrictions on transfer or pledge, (ii) the Accounts Receivable are not and will not be subject to any other valid or existing billing, collection, or financing instrument, (iii) the Accounts Receivable have not been billed and will not be collected by or for the benefit of any other party except Company, (iv) the Accounts

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Receivable will not be assigned, financed, sold, pledged, hypothecated, or otherwise encumbered, except to Company.

With respect to the Accounts Receivable, Competitive Supplier warrants that: (i) the Accounts Receivable represent valid and correct charges due to the Competitive Supplier in accordance with Competitive Supplier's agreements with those Customers, and Competitive Supplier is not in breach of any of those agreements, (ii) the Accounts Receivable are fully valid and enforceable and are not subject to any lien, encumbrance, deduction, set-off or credit, and (iii) there are no defenses, offsets or counterclaims regarding the payment of the Accounts Receivable and the Customer is not entitled to claim any deduction or discount to the Accounts Receivable.

VI. Supplier's Responsibilities

Supplier shall notify Company within twenty-four (24) hours in writing if its authority to provide competitive electric services in New Hampshire is revoked or otherwise suspended or modified by the ~~Commission~~Department of Energy in a way that affects this ~~agreement. Failure of Supplier Agreement, including but not limited to maintain its registered status with the Commission~~suspension, revocation, modification, or non-renewal. Revocation or non-renewal of Competitive Supplier's license shall be grounds for immediate termination of this Agreement by Company. Further, Competitive Supplier shall maintain its license to act as a Competitive Supplier, as provided in the Department of Energy's regulations, throughout the term of this Agreement.

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

____ Supplier must either (i) be an ISO-~~New England, Inc. (“ISO-NE”)~~~~member-~~ Market Participant, as defined in in Section I.2.2 of the ISO-NE Tariff, having its own ~~s~~Settlement ~~a~~Account, or (ii) have an agreement in place with an ISO-NE ~~member-~~ Market Participant whereby the ISO-NE ~~member-~~ Market Participant agrees to include the load to be served by the Supplier in such ISO-NE ~~member’s-~~ Market Participant’s ~~s~~Settlement ~~a~~Account. Supplier shall notify Company within twenty-four (24) hours prior, as applicable, to an event reasonably within Supplier’s knowledge, and of which Supplier has reason to believe Company

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

has no knowledge, and that will render Supplier or its agent unable to maintain ~~the status good~~
~~standing~~ with ~~ISO-NE New England, Inc. ("ISO-NE")~~ required to serve load. -Upon such notice
or upon the occurrence of such an event, Company shall have the immediate right to switch
Supplier's Customers so affected to the applicable Default Service Rate under the Company's
tariffs.

Supplier shall update Exhibit B within ~~five~~ (5) business days of changes in any
information contained therein.

Supplier acknowledges the Company will select and may change from time to time the
~~Value Added Network ("VAN") application or other vendor for the~~ electronic transmission
vehicle used by the Company. Company and Supplier acknowledge the benefit to both the
Company and the Competitive Supplier in minimizing the transaction costs in selecting the
electronic transmission methodology. Notwithstanding the above, Company will not change the
electronic transmission vehicle without first notifying Competitive Supplier by electronic mail at

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

least seven (7) days prior to the change. Supplier shall be responsible for the payment of all ~~VAN or other~~ electronic transmittal costs, including the costs of testing and set up of the Competitive Supplier in the Company's system as described in the Terms and Conditions.

~~Supplier acknowledges that, unless otherwise agreed, Company will not include preexisting Supplier balances on Consolidated Billing for newly enrolled Customers.~~ Competitive Supplier acknowledges that Company is authorized to deny Generation Service to Customers where Company has terminated such Customer's Distribution Service in accordance with the rules and regulations of the Department of Energy, including the Department of Energy's billing and termination regulations until such time as the customer is reinstated by the Company. In order for Competitive Supplier to serve such a Customer after reinstatement, Competitive Supplier must re-enroll the Customer.

Subject to the Department of Energy's regulations relating to the termination of service, the Company shall be authorized to disconnect its tariff delivery service and Competitive Supplier's Generation Service to Customers when the Customer fails to make full payment of all amounts due on the bill issued by the Company.

The Company and Supplier have structured this Agreement with the intention that each purchase of Accounts Receivable is a sale of such Accounts Receivable by Competitive Supplier to the Company. In the event that, contrary to the mutual intent of the Company and Competitive Supplier, any purchase of Accounts Receivable under this Agreement is not characterized as a sale, Competitive Supplier shall, effective as of the date hereof, be deemed to have granted (and

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

the Competitive Supplier hereby does grant) to the Company a first priority security interest in all of Competitive Supplier's right, title and interest in and to all Accounts Receivable, whether now owned and existing or hereafter acquired or arising, all related security and collections with respect thereto and, to the extent not included in the foregoing, all proceeds of any and all of the foregoing.

Competitive Supplier shall be responsible for the payment of all applicable taxes (including, without limitation, sales, use and gross receipts taxes and any new taxes) imposed or assessed on the Accounts Receivable or otherwise on the sales by Competitive Supplier to the Customers. Competitive Supplier shall be considered the vendor for purposes of liability for such taxes. Nothing in this Agreement shall be construed as imposing upon Company the obligation of remitting to any federal, state, or local taxing authority those taxes that are the collection and remittance responsibility of Competitive Supplier with respect to Company's purchase of Accounts Receivable from Competitive Supplier. Competitive Supplier shall indemnify, defend, and save harmless Company from and against any and all liability for such taxes, and any interest or penalties thereon.

VII. Company Services

The Company shall provide Distribution Service pursuant to the Company's Tariff. In the event the terms of this Agreement conflict with those of the Tariff, the terms of the Tariff shall govern.

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

A. Billing Services

Supplier will be offered two billing services: (1) Consolidated Billing Service; and (2) Standard Billing Service. All measured billing determinants provided by the Company will be

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

based on Company owned metering, except as provided in Exhibit A or otherwise agreed to in a subsequent agreement.

i. Consolidated Billing Service

In accordance with the provision of the Consolidated Billing Service Option, Company will issue a single bill for electric service. Company will use the rates and pricing options supplied by Supplier to calculate the Supplier portion of Customer bills, and integrate this billing with Company's billing in a single mailing to the Customer. -Company agrees to provide Supplier with customer usage and billing information, in accordance with ~~the procedures set forth in the EDI Working Group Report~~ EBT Standards. ~~Upon receipt of Customer payments, Company agrees to send a payment/adjustment transaction to the Supplier, in accordance with the procedures set forth in the EDI Working Group Report. Supplier agrees to be responsible for its own bill collections, unless otherwise specified in Exhibit A. The Competitive Supplier choosing the Consolidated Billing Service for any account agrees to sell any and all receivables associated with such billed accounts to the Company in accordance with the Terms and Conditions for Competitive Suppliers and the Purchase of Receivables Program.~~

As described in the Company's Terms and Conditions for Competitive Suppliers and as approved by the Commission, the Company will purchase all existing Accounts Receivable on

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

the Effective Date using the same discount rates by customer class calculated for revenues billed in the first year of the Program. The Company's purchase of existing Accounts Receivable will be tracked in a fully reconciling mechanism. As of the Billing Date, title to such Accounts Receivable shall pass to Company, and Competitive Supplier shall have no rights in or to such Account Receivable and shall not seek to collect in any manner such amount from any Customer. Any Account Receivable, or portion thereof, that is sold to the Company under this Agreement and for which payment is received by Competitive Supplier from Customers shall be held by Competitive Supplier in trust as the property of the Company and shall be remitted in full to Company immediately, and in any event within five (5) Business Days of receipt, without any deduction or set off by Competitive Supplier. Company shall have the right to endorse the name of the Competitive Supplier on any and all remittances by Customers received by Company that are payable to Competitive Supplier, and the right to collect the same from Customers. In addition, Competitive Supplier assigns to Company any and all payments received from state, federal, or other agencies associated with the Accounts Receivable including without limitation payments for heating or other financial assistance.

The Company agrees to pay Competitive Supplier the Accounts Receivable Purchase Price. Company will provide Competitive Supplier with necessary remittance advice through an electronic format in accordance with EBT Standards and/or in the form of a monthly spreadsheet that provides the billing details, application of the Standard Complete Billing Percentage and amount of payment due to Competitive Supplier.

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Supplier rates and pricing options must conform to the rate structure in use by Company for that specific tariffed Distribution Service and be supported by meters in place. Changes in the rate levels of Supplier charges to be billed shall be prospective only and shall be implemented for the next bill reading, provided that: 1) Supplier notifies Company of the rate changes in accordance with Section IV.C.; and 2) the notification includes the old and new rates, pricing options, and effective date.

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ii. Standard ~~-~~Billing Service

In accordance with the provision of the Standard ~~-~~Billing Service Option, Supplier will separately bill Customers for the cost of Generation Service provided by the Supplier and collect amounts due to the Competitive Supplier from the Customer. Company agrees to provide Supplier with Customer usage information, in accordance with the ~~procedures set forth in the EDI Working Group Report~~EBT Standards.

iii. Transaction Processing

Customer transactions will be processed in accordance with the ~~standard formats described in the EDI Working Group Report as approved by the Commission~~EBT Standards. These transactions include but are not limited to account administration, reporting of Customer usage and billing, remittance advice and reporting of Customer ~~payments and~~ adjustments. Any changes in these standard transactions will be in accordance with the ~~EDI Change Control Process and must be approved by the Commission~~EBT Standards.

iv. Conditions of Billing

Customers that contact Company concerning the billed amount for Competitive Supplier Generation Service or any other Competitive Supplier issue will be referred to Competitive Supplier's customer service number identified in Exhibit B ~~unless otherwise.~~ Unless Other than with respect to the accuracy of Customer meter reads and the mechanics of Consolidated Billing

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Services as specified ~~in Exhibit A. above,~~ Company will not ~~respond to~~ undertake bill investigations, Customer inquiries concerning ~~generation service issues~~ Competitive Supplier charges, collection activities, or the settlement of billing disputes on behalf of Competitive Supplier unless otherwise specified in Exhibit A.

For both Standard Billing Service and Consolidated Billing Service, Competitive Supplier shall be responsible

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for the reporting and payment of all taxes or other fees assessed upon Generation Service by any local, state, federal or other taxing or administrative bodies.

v. Rendering of Bills (Consolidated Billing Option Only)

Rendering of bills is the preparation and mailing of statements of the amounts due from the Customer for Supplier Generation Service. These statements will be included as part of the regular monthly bill for Company's Distribution Service mailed to the Customer. ~~These statements will include Supplier's toll-free telephone number for Customer inquiries. Contact information is listed on the Company's website, <https://unitil.com/electric-gas-service/third-party-energy-suppliers>.~~ The Company shall not be required to include messages or inserts containing Competitive Supplier specific information except as otherwise required by the Commission or Department of Energy. ~~Outstanding Customer balances for Generation Service will be identified on the bill for up to two statement periods following the time when Supplier is no longer the Customer's current generation supplier.~~

vi. Billing Errors

If Supplier finds that the Company has made a billing error or other miscalculation on a bill or in the usage determinants used as the basis for either the Company or the Supplier's bill calculation, the Supplier shall notify Company in writing and explain the nature of the error. Upon confirmation of the error, Company will re-bill the affected Customer reflecting an appropriate adjustment in the Customer's account. Similarly, if the Company discovers an error

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that it has made, the Company shall notify Supplier in writing and explain the nature of the error. Upon confirmation of the error, an appropriate adjustment will be made on the next bill sent to the Customer. Suppliers will be notified electronically of any billing adjustment as provided by the ~~EDIEBT~~ Standards. Further, as agreed between the Company and Supplier, the Company shall -re-bill or -adjust Customers' bills due to ~~Competitive Supplier's~~ any such errors in the next billing cycle. When either ~~party~~Party reasonably believes that an error related to billing activity may have occurred, either ~~party~~Party may request the production of documents required to verify the accuracy of such billing, which the other ~~party~~Party will provide within ten (10) ~~business days~~Business Days. The Company shall not be required to adjust any errors as described in this paragraph after twenty- four (24) months from the date of the statement to the Customer which contained the error.

vii. Payment Processing (Consolidated Billing Option Only)

~~For Customers under Consolidated Billing Services, Supplier hereby authorizes Company to process payments and apply monies in accordance with this Agreement. If a Customer pays Company less than the full amount billed, Company shall apply the payment first to amounts owed for Distribution Service, and if any payment remains, Company shall apply it to amounts owed for Generation Service.~~

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

~~Upon posting a received payment, Company shall notify Supplier prior to the close of the next business day that it has posted that payment, and shall send the payment to the Supplier within three (3) business days, or as otherwise specified in Exhibit A.~~

~~The Company shall pay Competitive Suppliers in accordance with Section III.6.B of the Terms and Conditions.~~

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Vice President and Treasurer ~~Mark H. Collin~~
Treasurer

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B. Load Estimating and Reporting

Company shall determine Supplier's hourly loads and report such to the ISO-NE in accordance with the ~~procedures established by ISO-NE Terms and Conditions. As agreed between the Company and the Supplier, Company shall provide Competitive Supplier with the following reports: 1) daily report of aggregated hourly usage; and 2) monthly reconciliation of Competitive Supplier aggregated load (completed once Customers' meters have been read). Company will provide these reports to Competitive Supplier in a format established by the Company.~~

C. Additional Services

Additional Services provided by the Company are set forth in Exhibit A hereto.

VIII. Fees

Fees for other services are set forth in Exhibit A. Company shall have the right to subtract fees owing to Company from Supplier from amounts ~~Company collects on behalf of due to Supplier for Competitive Supplier Generation Service as~~ reimbursement by Supplier of fees past sixty (60) days. Amounts subject to a good faith dispute will not be subject to deduction.

IX. Billing and Payment for Services

Bills for services provided by Company under the terms of this Agreement shall be rendered to Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A. Failure of Supplier to make payment within twenty-five (25) days of the

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

posted date on the bill shall result in the addition of interest on any unpaid balance calculated at the rate of 1.5% per month commencing from the date said bill was posted. The posting date will refer to the date the bill is transmitted to the Competitive Supplier. As agreed to by the Company and the Supplier the bill may also be transmitted electronically to the Supplier.

X. Nondisclosure

Neither ~~party~~Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including ~~affiliates~~Affiliates of such ~~party~~Party, without the express prior written consent of the other ~~party~~Party. As used herein, the term “Confidential Information” shall include, but not be limited to, all business, financial, and commercial information pertaining to the ~~parties, customers~~Parties, Customers of either or both ~~parties~~Parties, suppliers for either ~~party~~Party, personnel of either ~~party~~Party; any trade secrets; and other information of a similar nature; whether written or in intangible form that is marked proprietary or confidential with the appropriate owner’s name. Confidential Information shall not include information known to either ~~party~~Party prior to obtaining the same from the other ~~party~~Party, information in the public domain, or information obtained by a ~~party~~Party from a third party who did not, directly or indirectly, receive the same from the other ~~party~~Party to this Agreement or from a party who was known to be under an obligation of confidentiality to the other ~~party~~Party to this Agreement, or information developed by either ~~party~~Party independent of any Confidential Information.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

The receiving ~~party~~Party shall use the higher of the standard of care that the receiving ~~party~~Party uses to preserve its own ~~confidential information~~Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving ~~party~~Party shall, upon termination of

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this Agreement or at any time upon the request of the disclosing ~~party~~Party, promptly return or destroy all Confidential Information of the disclosing ~~party~~Party then in its possession.

Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other ~~party~~Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

XI. Termination

Notwithstanding anything to the contrary elsewhere in this Agreement, any ~~party~~Party, by written notice to the other ~~party~~Party (“Breaching Party”) may terminate this Agreement in whole or in part with respect to such Breaching Party or suspend further performance without terminating this Agreement upon the occurrence of any of the following: a) the Breaching Party terminates or suspends doing business, or, for Supplier, its registered status is revoked or refused renewal; b) the Breaching Party becomes subject to any bankruptcy or insolvency proceeding under federal or state law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a transferee, receiver or similar authority, or makes

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an assignment for the benefit of creditors; or c) the Breaching Party commits a material breach of any of its obligations under this Agreement or the Terms and Conditions and has not cured such breach within thirty (30) days after receipt of a written notice from the other partyParty specifying the nature of such.

No delay by either partyParty in enforcing any of its rights hereunder shall be deemed a waiver of such rights, nor shall a waiver of one default be deemed a waiver of any other or subsequent default.

The enumeration of the foregoing remedies shall not be deemed a waiver of any other remedies to which either partyParty is legally entitled.

XII. Force Majeure

Neither partyParty shall be considered in default under this Agreement or responsible in tort, strict liability, contract or other legal theory to the other partyParty for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service, or any other failure to perform if such failure occurs without fault or negligence and is caused by factors beyond the party'sParty's reasonable control, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, terrorism, insurrection, act of God or the public enemy, action of a court or public authority, or any other cause beyond the reasonable control of the partyParty, which by the exercise or due diligence is unable to overcome. In

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the event of a force majeure, both ~~parties~~ Parties shall take all reasonable steps to comply with this Agreement.

XIII. Liability and Indemnification

In accordance with Section VII, B of this Agreement, Company shall not be responsible for any load estimation errors and shall not be liable to the Supplier for any costs that are associated with such estimating errors.

Except as provided above and in Section VII, B of this Agreement, Company and Supplier agree to indemnify and hold the other and their respective Affiliates, and the directors, officers, employees, and agents of them (~~collectively, "Affiliates"~~) harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively "Liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of such ~~party~~ Party in connection with the performance of its obligations under the Terms and Conditions. Company and Supplier agree to waive recourse against the other ~~party~~ Party and its Affiliates for or arising from the non-negligent performance by such other ~~party~~ Party in connection with the performance of its obligations under this Agreement.

Neither the Company nor the Supplier shall be liable for any special, indirect, punitive, exemplary or consequential damages whatsoever under any theory of law that is now or may in the

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future be in effect, including without limitation: contract, tort, strict liability, or negligence, caused by interruption, abnormal voltage, discontinuance or reversal of energy delivered, circumstances beyond Company's immediate control, including but not limited to acts of God, accidents, labor difficulties, actions of transmission service provider(s), competitive suppliers, federal, state, or municipal authorities, the failure to receive electricity from any competitive suppliers, implementation of an emergency load reduction program, or the inability for any other reason to maintain uninterrupted and continuous deliveries.

Notwithstanding anything in this Agreement or the Terms and Conditions to the contrary, in no event shall any ~~party~~Party hereto be liable to any other ~~party~~Party hereto for consequential, punitive, special, or exemplary damages.

Notwithstanding the availability of other remedies at law or in equity, either ~~party~~Party hereto shall be entitled to specific performance to remedy a breach of this Agreement by the other ~~party~~Party.

The provisions of this Section shall survive the termination of this Agreement.

XIV. Terms and Conditions

The ~~parties~~Parties agree to act in compliance with this Agreement at all times.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT -(Continued)

XV. Dispute Resolution

Disputes hereunder shall be reduced to writing and referred to the ~~parties~~Parties' representatives for resolution. The ~~parties~~Parties' representatives shall meet and make all reasonable efforts to resolve the dispute. Pending resolution, the ~~parties~~Parties shall continue to fulfill their obligations under this Agreement in good faith, unless this Agreement has been suspended or terminated as provided in ~~See~~Section XI. If the ~~p~~Parties fail to resolve the dispute, they may mutually agree to pursue mediation or arbitration to resolve such issues.

XVI. Notice

All notices and other communications shall be to the Company contacts listed on the Company's- website except as may expressly be provided otherwise in Exhibit A. Notices and other communications to Supplier shall be addressed as shown on Exhibit B. The ~~parties~~Parties agree that such written notice, upon confirmation of receipt, shall constitute an acceptable writing.

XVII. Governing Law

This Agreement is governed by the laws of the State of New Hampshire without regard to the conflict of laws in effect therein.

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XVIII. Enforceability

In the event that any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the validity and enforceability of the remaining portions thereof shall otherwise be fully enforceable.

XIX. Assignment and Delegation

Either partyParty to this Agreement may assign any of its rights or obligations under this Agreement; provided however, that no assignment by Supplier shall take effect until the assignee has met the requirements of Section IV hereunder. No assignment of this Agreement shall relieve the assigning partyParty of any of its obligations under this Agreement until such obligations have been assumed by the assignee.

In addition, either partyParty may subcontract its duties under this Agreement to a subcontractor provided that the subcontracting partyParty shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other partyParty, and the subcontractor shall meet the -terms and conditions of this Agreement. The assigning or subcontracting partyParty shall provide the other partyParty with thirty (30) calendar days' prior written notice of any such subcontracting or assignment, which notice shall include such information about the subcontractor as the other partyParty shall reasonably require.

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

XX. Miscellaneous

This Agreement is the entire agreement between the ~~parties~~Parties and supersedes all other agreements, communications, and representations.

This Agreement may be amended by written agreement of the ~~parties~~Parties

Paragraph headings are for convenience only and are not to be construed as part of this Agreement.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

In witness whereof, the ~~parties~~Parties have caused this Agreement to be executed by their duly authorized representatives as of the date above.

[SUPPLIER]

By _____

Title _____

{COMPANY}Unitil Energy Systems, Inc.

By _____

Title _____

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Effective: TBD

Issued by: Daniel Hurstak
Vice President and Treasurer

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT A

COMPANY SPECIFIC PROVISIONS

1. Budget and Payment Options

Supplier acknowledges that Company offers budget and payment plans. In accordance with Section III.6.B.4 of the Terms and Conditions, if such a for any Customer billed under on Consolidated Billing Service who has elected Budget Billing, the amount of payments due to Supplier for Generation Service shall be based on the Customer's actual usage, rather than the amount the Customer is billed under the Company's Budget Billing Program pays the Company less than the full amount billed, the Company shall apply the payment first to the Distribution Service, and if any payment remains, the Company shall apply it to Generation Service.

2. Summary Billing

Supplier acknowledges that Company may offers a Summary Billing option, which allows qualified Customers with multiple electric service accounts to consolidate multiple individual billings on a single bill format. ~~If such a Customer on Consolidated Billing Service pays the Company less than the full amount billed, the Company shall apply the payment first to Distribution Service owed for all accounts, and if any payment remains, the Company shall apply it to Generation Service based on a predetermined cash posting sequence.~~

3. Fees

Supplier agrees to pay any fees if and as approved by the PUC. Company shall notify Supplier of the approval of any such fees, and will amend this Exhibit A as may be necessary to describe them.

4. Holidays and Time

Any reference made with respect to time either in this Agreement or the EDI Standards is understood to be Eastern Standard Time.

The Company observes ~~the following holidays and will not receive or process electronic transactions on the following days: New Year's Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Day After Thanksgiving Day, and Christmas Day. All holidays will be the nationally observed day, or as otherwise posted by the Company~~ Holidays as defined in Section II hereof.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

5. Money Transfers

The Company will transfer payments to the Supplier by way of Automated Clearing House and the timing of such payment shall be calculated pursuant to the Terms & Conditions ~~within three business days~~ Business Days ~~of the Company's receipt of payment from the Customer.~~

Issued: ~~August 23, 2024~~ October 20, 2006

Effective: ~~TBD~~ November 1, 2006

Issued by: ~~Daniel Hurstak~~ Mark H. Collin

Vice President and Treasurer

Authorized by NHPUC Order No. _____ in Docket No. DE 23-_____, dated _____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT A

COMPANY SPECIFIC PROVISIONS

6. Business Continuity Plan

If the electronic transmission vehicle used to send and receive files is out of service, the Company will use a business continuity plan which will be posted on the Company's web site. In such an event, Supplier agrees to cooperate with Company and abide by the contents of Company's business continuity plan. Supplier may contact Company's representative, as provided below, for further information about accessing the continuity plan.

7. Company Contact

Information on how to contact the Company's representative for the administration of this Agreement shall be posted on the Company's web site (www.unitil.com).

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Vice President and Treasurer

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

Supplier must fill this form out completely and return it to Company prior to entering into a trading partner agreement with Company. Failure to fill out this form completely will render Company unable to provide services for Supplier.

A. General Information (all suppliers)

1. Legal name of the ~~supplier~~ Competitive Supplier

2. d.b.a. name, if applicable

3. Supplier Address _____

4. Type of Business Entity and State of incorporation

5. Supplier Customer Service phone number

6. Supplier Tax Identification number

7. Name of the Supplier's general contact & phone number

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

8. Supplier's general contact facsimile number

9. Supplier's general contact internet address

10. Name of Supplier's technical contact and phone number

11. Supplier's technical contact facsimile number

12. Supplier's technical contact internet address

13. Supplier Dun & Bradstreet number

~~14.~~ Date Supplier attended New Hampshire supplier training?

15. Has Supplier registered with and obtained all necessary licensing from the New Hampshire ~~Public Utilities Commission?~~ Department of Energy?

B. Billing and Banking Information (for Suppliers opting for Consolidated Billing Service)

1. If the Supplier is planning to assign its own account number, provide format and size _____

2. Name of receiving bank (to accept electronic transfer of customer payments) _____

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

3. Routing and transit number (ABA number)

4. Bank account number _____

C. ~~Value Added Network (VAN)~~ Electronic Transmission Vehicle

1. Name of ~~VAN~~ Provider _____

2. ISA Qualifier _____

3. ISA ID _____

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

D. Establishment of ISO-NE Tie Line Load Asset

1. Name of the ISO-NE member in whose ~~s~~Settlement ~~a~~Account the Supplier's load will be served

~~2. Settlement Account Number~~ ISO-NE Participant ID _____

~~2. Own Load~~ Number _____

3. Supplier Contact Name and phone number

4. Supplier Contact facsimile number

5. Supplier Contact e-mail address

6. Estimated Load Transfer (kW Demand)

7. Estimated Transfer Date (mo/day/year)

E. Competitive Supplier Load Allocation

_____ Check to receive load profiling results _____ daily, _____ monthly, _____ both and provide an e-mail address _____.

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

F.E. Notices to Supplier shall go to:

Name: _____

Address: _____

Telephone: _____

Telecopier: _____

Electronic Mail: _____

Authorized Signature: _____

Name (printed or typed): _____

Title: _____

Date: _____