

ORIGIN ID:DALA (214) 812-2134  
DORIAN MOORE  
VISTRA CORP  
6555 SIERRA DRIVE

IRVING, TX 75039  
UNITED STATES US

SHIP DATE: 10JAN22  
ACTWGT: 1.00 LB  
CAD: 101778781/NET4400

BILL SENDER

TO **NEW HAMPSHIRE DEPARTMENT OF ENERGY  
NEW HAMPSHIRE DEPARTMENT OF ENERGY  
21 S. FRUIT STREET, SUITE 10**

**CONCORD NH 03301**

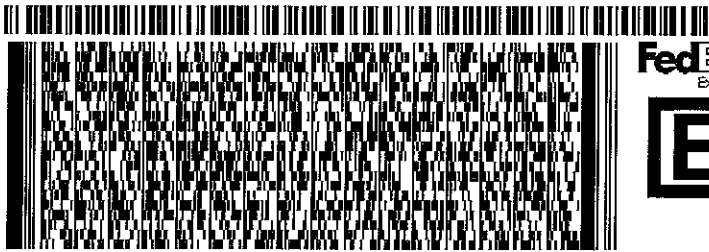
(603) 271-2431

REF: 907

INV:  
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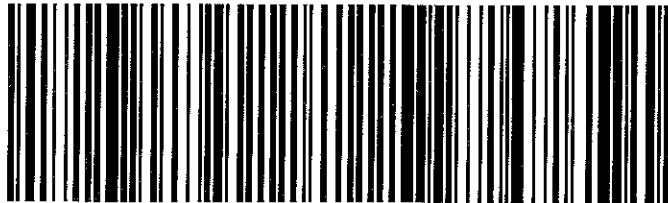
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TRK# 7757 0592 0564  
0201

TUE - 11 JAN 4:30P  
STANDARD OVERNIGHT

**XE HIEA**

03301  
NH-US MHT



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**AMBIT ENERGY**

6555 Sierra Drive  
Irving, TX 75039

January 11, 2022

**Sent via Email and Hardcopy: 7757 0592 0564**

Executive Director  
New Hampshire Department of Energy  
21 South Fruit Street  
Suite 10  
Concord, NH 03301-2429

**RE: 2022 New Hampshire Competitive Electric Power Supplier- Triennial License Renewal  
Ambit Northeast, LLC , Docket No. DM 19-010**

Dear Executive Director:

Pursuant to the New Hampshire Code of Administrative Rules: 2003.02 regarding renewal registration of competitive electric power suppliers, Ambit Northeast, LLC ("Company") has enclosed its Triennial License Renewal. The Company is requesting CONFIDENTIAL treatment of this report and has included a confidential and redacted version of the filing.

Please contact me by email at [Dorian.Moore@vistracorp.com](mailto:Dorian.Moore@vistracorp.com) cc: [RCF@vistracorp.com](mailto:RCF@vistracorp.com) or by telephone at 214-812-2134 if you require anything additional regarding this filing.

Sincerely,

Dorian Moore  
Regulatory Reporting Manager  
Vistra Corp.

Enclosures



### Competitive Electric Power Supplier Application Form

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

Indicate whether this application is for an initial registration or for a renewal. Initial <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>											
<b>Applicant's General Information</b>											
Puc 2006.01(a)	<table border="1"> <tr> <td>Legal Name</td> <td>Ambit Northeast, LLC</td> </tr> <tr> <td>Trade Name (d/b/a) (if applicable)</td> <td>Ambit Energy</td> </tr> </table>	Legal Name	Ambit Northeast, LLC	Trade Name (d/b/a) (if applicable)	Ambit Energy						
Legal Name	Ambit Northeast, LLC										
Trade Name (d/b/a) (if applicable)	Ambit Energy										
Puc 2006.01(b)	<table border="1"> <tr> <td>Business Mailing Address</td> <td>6555 Sierra Drive Irving, TX 75039</td> </tr> <tr> <td>Telephone Number</td> <td>877-282-6248</td> </tr> <tr> <td>E-Mail Address</td> <td>NHCustomerCare@ambitenergy.com</td> </tr> <tr> <td>Website Address</td> <td>www.ambitenergy.com</td> </tr> </table>	Business Mailing Address	6555 Sierra Drive Irving, TX 75039	Telephone Number	877-282-6248	E-Mail Address	NHCustomerCare@ambitenergy.com	Website Address	www.ambitenergy.com		
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Telephone Number	877-282-6248										
E-Mail Address	NHCustomerCare@ambitenergy.com										
Website Address	www.ambitenergy.com										
Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual. DE										
Puc 2008.01(d)	Provide the name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) <sup>1</sup> if it is anything other than an individual. Use additional sheets as needed.										
	<table border="1"> <tr> <td>Name</td> <td><u>PLEASE SEE ATTACHMENT A</u></td> </tr> <tr> <td>Title</td> <td></td> </tr> <tr> <td>Business Mailing Address</td> <td></td> </tr> <tr> <td>Telephone Number</td> <td>- -</td> </tr> <tr> <td>E-Mail Address</td> <td></td> </tr> </table>	Name	<u>PLEASE SEE ATTACHMENT A</u>	Title		Business Mailing Address		Telephone Number	- -	E-Mail Address	
Name	<u>PLEASE SEE ATTACHMENT A</u>										
Title											
Business Mailing Address											
Telephone Number	- -										
E-Mail Address											
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Title											
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Telephone Number	- -										
Email Address											
	<table border="1"> <tr> <td>Name</td> <td><u>PLEASE SEE ATTACHMENT A</u></td> </tr> <tr> <td>Title</td> <td></td> </tr> <tr> <td>Business Mailing Address</td> <td></td> </tr> <tr> <td>Telephone Number</td> <td>- -</td> </tr> <tr> <td>E-Mail Address</td> <td></td> </tr> </table>	Name	<u>PLEASE SEE ATTACHMENT A</u>	Title		Business Mailing Address		Telephone Number	- -	E-Mail Address	
Name	<u>PLEASE SEE ATTACHMENT A</u>										
Title											
Business Mailing Address											
Telephone Number	- -										
E-Mail Address											

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



<b>Affiliates and Subsidiaries</b>							
Puc 2006.01(e)	Provide the following information regarding any affiliates <sup>2</sup> and subsidiaries of the applicant that are conducting business in New Hampshire. Use additional sheets as needed.						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%; padding: 5px;">Name of Entity</td> <td style="padding: 5px;"><u>PLEASE SEE ATTACHMENT B</u></td> </tr> <tr> <td style="padding: 5px;">Business Address</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Telephone Number</td> <td style="padding: 5px;"></td> </tr> </table>	Name of Entity	<u>PLEASE SEE ATTACHMENT B</u>	Business Address		Telephone Number	
	Name of Entity	<u>PLEASE SEE ATTACHMENT B</u>					
	Business Address						
	Telephone Number						
	Provide a description of the business purpose of the entity.						
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%; padding: 5px;">Name of Entity</td> <td style="padding: 5px;"><u>PLEASE SEE ATTACHMENT B</u></td> </tr> <tr> <td style="padding: 5px;">Business Address</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Telephone Number</td> <td style="padding: 5px;"></td> </tr> </table>	Name of Entity	<u>PLEASE SEE ATTACHMENT B</u>	Business Address		Telephone Number	
	Name of Entity	<u>PLEASE SEE ATTACHMENT B</u>					
	Business Address						
Telephone Number							
Provide a description of the business purpose of the entity.							
Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.							

<sup>2</sup> "Affiliate" means any of the following:

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



Customer Service Department Contact		
Puc 2006.01(f)	Name	Jim Vermeulen
	Title	Manager, Customer Advocacy Services
	Toll-Free Telephone Number (if available)	877-282-6248
	Telephone Number	877-282-6248
	E-Mail Address	NHCustomerCare@ambitenergy.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Jim Vermeulen
	Title	Manager, Customer Advocacy Services
	Business Mailing Address	6555 Sierra Drive
		Irving, TX 75039
	Telephone Number	972-868-3945
E-Mail Address	Jim.Vermeulen@vistracorp.com	

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	David Ricketts
	Title	Director of Retail Policy
	Business Mailing Address	1005 Congress Ave, Suite 750
		Austin, TX 78701
	Telephone Number	512-349-6441
E-Mail Address	David.Ricketts@vistracorp.com	

Commission Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Dorian Moore
	Title	Regulatory Reporting Manager
	Business Mailing Address	6555 Sierra Drive
		Irving, TX 75039
	Telephone Number	214-812-2134
E-Mail Address	RCF@vistracorp.com Dorian.Moore@vistracorp.com	



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

<b>Franchise Areas, Customer Types to be Served, and Other States</b>	
Puc 2006.01(j)	List the utility franchise areas in which the applicant intends to operate and, to the extent the applicant does not intend to provide service in the entire franchise area of a utility, a delineation of the cities and towns where the applicant intends to provide service within each utility franchise area.  LIBERTY, NHEC, PSNH, UNITIL
Puc 2006.01(m)	Provide a statement whether or not the applicant intends to serve the following types of customers: residential, small commercial, large commercial, and industrial.  THE APPLICANT INTENDS TO SERVE RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS.
Puc 2006.01(n)	List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.  CA, CT, DC, DE, IL, IN, MA, MD, ME, NH, NJ, NY, OH, PA, RI, TX



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

Complaint Type	(enter applicable states/jurisdictions in row just below)										Total
	<b><u>PLEASE SEE ATTACHMENT F</u></b>										
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
Total	0	0	0	0	0	0	0	0	0	0	0



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

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

<b>In-Person Solicitation of Residential Customers</b>		
Puc 2006.01(u)	Does the applicant intend to enroll residential customers through in-person solicitation at the customer's residence? Respond with either "Yes" or "No." <u>Please see Attachment G</u>	YES
If the response to the question above is "Yes," then provide the following items as separate attachments:		
Puc 2006.01(v)(1)	A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and quality assurance.	
Puc 2006.01(v)(2)	A description of the applicant's training program for employees or representatives who will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(v)(3)	An identification of any third party vendor or vendors the applicant intends to use to conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(v)(4)	A copy of the applicant's performance standards and code of conduct for any employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(v)(5)	A copy of field audit standards used to evaluate the performance of employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	





Sample Bill Form		
Puc 2003.01(c)	Does the applicant intend to use only the utility's billing service? Respond with either "Yes" or "No."	YES
Puc 2003.01(c)	If the response to the question above is "No," then provide a sample of the bill form(s) the applicant intends to use as a separate attachment.	

Residential and Small Commercial Customer Contracts		
Puc 2003.01(c)	Does the applicant intend to serve residential and small commercial customers? Respond with either "Yes" or "No."	YES
PLEASE SEE ATTACHMENT G		
If the response to the question above is "Yes," then provide the following item as a separate attachment:		
Puc 2003.01(c)	A copy of each contract to be used for residential customers and for small commercial customers, including any schedules or other documentation attached to, incorporated into, or referenced in such contract.	

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

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

Expected Marketing Start Date		
Puc 2003.01(c)	Provide the date upon which the applicant expects to commence marketing its services to customers in New Hampshire.	1/8/2014 Date

Attestation and Signature		
Puc 2003.01(c) and (d)	<p>BY SIGNING BELOW, THE APPLICANT REPRESENTATIVE CERTIFIES THAT IT HAS THE AUTHORITY TO FILE THE APPLICATION ON BEHALF OF THE CEPS AND ATTESTS THAT THE CONTENTS OF THE APPLICATION ARE TRUTHFUL, ACCURATE, AND COMPLETE.</p> <p><i>Gabriel Vazquez</i>            Gabè Vazquez (Jan 07, 2022 13:58 CST)            Signature of the applicant or its authorized representative</p> <p>Name: GABE VAZQUEZ            Title: VICE PRESIDENT, ASSOCIATE GENERAL COUNSEL</p>	01/07/2022 Date

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






# AMB\_NH\_Triennial License App\_Signature Page\_20220111

Final Audit Report

2022-01-11

Created:	2022-01-11
By:	Taylor Overly (Taylor.Overly@vistracorp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8kvi34CQ2X7JdK2V6H1O1nkcRU1d9MZo

## "AMB\_NH\_Triennial License App\_Signature Page\_20220111" History

-  Document created by Taylor Overly (Taylor.Overly@vistracorp.com)  
2022-01-11 - 7:58:02 PM GMT - IP address: 166.225.33.7
-  Document emailed to Gabe Vazquez (gabe.vazquez@vistracorp.com) for signature  
2022-01-11 - 7:58:16 PM GMT
-  Email viewed by Gabe Vazquez (gabe.vazquez@vistracorp.com)  
2022-01-11 - 7:58:38 PM GMT - IP address: 72.191.40.217
-  Document e-signed by Gabe Vazquez (gabe.vazquez@vistracorp.com)  
Signature Date: 2022-01-11 - 7:58:44 PM GMT - Time Source: server - IP address: 72.191.40.217
-  Agreement completed.  
2022-01-11 - 7:58:44 PM GMT

**Ambit Northeast, LLC – License No. DM-19-010**

New Hampshire Department of Energy- Competitive Electric Power Supplier Application Renewal

**Attachment A**

Provide the names, titles, business address, and telephone number of the applicants principals. (2006.01d)

## Attachment A

### Ambit Northeast, LLC

Curtis A. Morgan	Chief Executive Officer
Scott A. Hudson	President, Vistra Retail
James A. Burke	Chief Financial Officer
Carrie L. Kirby	Executive Vice President and Chief Administrative Officer
Stephanie Zapata Moore	Executive Vice President, General Counsel, and Chief Compliance Officer
Stephen J. Muscato	Executive Vice President and Chief Commercial Officer
Carla A. Howard	Senior Vice President and General Tax Counsel
Kristopher E. Moldovan	Senior Vice President and Treasurer
Tom Farrah	Senior Vice President and Chief Information Officer
Claudia Morrow	Senior Vice President
Darshan Bhate	Senior Vice President
Gabriel R. Castro	Senior Vice President
John S. Duessel	Senior Vice President
Sydney C. Seiger	Senior Vice President
Christy Dobry	Senior Vice President and Controller
Daniel J. Kelly	Senior Vice President and Deputy General Counsel
Yuki Whitmire	Vice President, Associate General Counsel, and Corporate Secretary
Gabe Vazquez	Vice President and Associate General Counsel
Samudra Sen	Vice President
Paul H. Reyes	Vice President
Ruben Garcia Espejo	Vice President of Finance and Assistant Treasurer
Seth Rasmussen	Assistant Secretary

### **Business Information:**

Business Address: 6555 Sierra Drive, Irving, TX 75039  
Telephone Number: 214-812-4600

**Ambit Northeast, LLC – License No. DM-19-010**

New Hampshire Department of Energy- Competitive Electric Power Supplier Application Renewal

**Attachment B**

Provide the name, business address, telephone number, and description of business regarding any affiliates and or subsidiaries of the applicant that are conducting business in New Hampshire. (2006.01e)

## Attachment B

Legal Entity: Energy Rewards, LLC  
Docket No.: DM-21-100  
Business Address: 6555 Sierra Drive, Irving, TX 75039  
Telephone Number: 214-812-4600  
Description: Competitive Electric Power Supplier

Legal Entity: Everyday Energy, LLC  
Docket No.: DM-21-056  
Business Address: 6555 Sierra Drive, Irving, TX 75039  
Telephone Number: 214-812-4600  
Description: Competitive Electric Power Supplier

Legal Entity: Viridian Energy, LLC  
Docket No.: DM-21-057  
Business Address: 6555 Sierra Drive, Irving, TX 75039  
Telephone Number: 214-812-4600  
Description: Competitive Electric Power Supplier

**Ambit Northeast, LLC – License No. DM-19-010**

New Hampshire Department of Energy- Competitive Electric Power Supplier Application Renewal

**Attachment C**

Provide evidence of the Applicant's authorization to do business in New Hampshire from the New Hampshire Secretary of State by submitting a recent print out of the applicants listing on the N.H Secretary of State website with the status "In Good Standing" or words of similar import. (2006.01h)



## Business Information

### Business Details

Business Name: AMBIT NORTHEAST, LLC	Business ID: 660732
Business Type: Foreign Limited Liability Company	Business Status: Good Standing
Business Creation Date: 10/19/2011	Name in State of Formation: AMBIT NORTHEAST, LLC
Date of Formation in Jurisdiction: 10/19/2011	Mailing Address: 6555 Sierra Drive, Irving, TX, 75039, USA
Principal Office Address: 6555 Sierra Drive, Irving, TX, 75039, USA	Last Annual Report Year: 2021
Citizenship / State of Formation: Foreign/Delaware	Next Report Year: 2022
Duration: Perpetual	Phone #: 214-530-5422
Business Email: <a href="mailto:FILEMANAGER@CAPITOLSERVICES.COM">FILEMANAGER@CAPITOLSERVICES.COM</a>	Fiscal Year End Date: NONE
Notification Email: <a href="mailto:FILEMANAGER@CAPITOLSERVICES.COM">FILEMANAGER@CAPITOLSERVICES.COM</a>	



**Ambit Northeast, LLC – License No. DM-19-010**

New Hampshire Department of Energy- Competitive Electric Power Supplier Application Renewal

**Attachment D**

Provide evidence of the Applicant's ISO-NE market participant membership. (2006.01j)

## **Attachment D**

Ambit Northeast, LLC (“Ambit”) relies on its affiliate Dynegy Marketing & Trade, LLC (“DMT”), as a member of the New England Power Pool, Inc. (“NEPOOL”), to procure power in the wholesale market on its behalf. To that end, Ambit is enclosing with this submission its CONFIDENTIAL Agency Agreement between Ambit and DMT and evidence of DMT’s membership with NEPOOL.

Attachment D

Effective: 1/1/2022

NEPOOL Participants  
Alpha by Voting Member  
Related Persons indented beneath

NAME OF PARTICIPANT	Generation Sector	Transmission Sector	Supplier Sector	AR Sector	Publicly-Owned Entity Sector	End User Sector	Prov Memb Group Seat
North East Offshore, LLC							
Devonshire Energy LLC			1				
DFC ERG CT, LLC (RG Sub-Sector)				1			
Bridgeport Fuel Cell, LLC							
Discount Power, Inc.			1				
Dominion Energy Generation Marketing, Inc.	1						
Dominion Energy Nuclear Connecticut, Inc.							
DTE Energy Trading, Inc.			1				
Durgin and Crowell Lumber Company, Inc. (L)						1	
Dynasty Power Inc.			1				
Dynegy Marketing and Trade, LLC			1				
EDF Trading North America, LLC			1				
EDF Energy Services, LLC							
eKapital Investments LLC			1				
Elektrisola, Inc. (L)						1	
Eligo Energy, LLC			1				
Emera Energy Services Subsidiary No. 15 LLC			1				
Emera Energy Services Subsidiary No. 1 LLC							
Emera Energy Services Subsidiary No. 2 LLC							
Emera Energy Services Subsidiary No. 4 LLC							
Emera Energy Services Subsidiary No. 6 LLC							
Emera Energy Services Subsidiary No. 12 LLC							
Bear Swamp Power Company LLC							
NS Power Energy Marketing Incorporated							
Enel X North America, Inc. (LR Sub-Sector)				1			
Enel Trading North America, LLC							
Woods Hill Solar, LLC							
Energy Harbor LLC			1				
Energy Storage Resources, LLC				1			
Engelhart CTP (US) LLC			1				
ENGIE Energy Marketing NA, Inc.				1			
ENGIE Resources LLC							
Genbright, LLC							
MATEP LLC							
EnPowered USA Inc.			1				
Environmental Defense Fund						1	
ETC Endure Energy, L.L.C.			1				
Eversource Energy Service Company		1					
Connecticut Light and Power Company, The							
NSTAR Electric Company							
Public Service Company of New Hampshire							
Eversource Energy Transmission Ventures, Inc. (Prov)							
BSW ProjectCo LLC							
North East Offshore, LLC							
Exelon Generation Company, LLC			1				
Constellation NewEnergy, Inc.							
West Medway II, LLC							
First Point Power, LLC			1				
FirstLight Power Management LLC	1						
Freepoint Commodities LLC			1				
Gall Power Inc.			1				
Garland Manufacturing Company (S)						1	
Garland Power Company							
GBE Power Inc.			1				
Generation Group Member	1						
Berlin Station, LLC							
CS Berlin Ops, Inc.							
Paper Birch Energy, LLC							
Blackstone Hydro, Inc.							
Bridgewater Power Company, L.P.							
Brown Bear II Hydro, Inc.							
Energy Management Inc.							



December 6, 2021

Dynergy Marketing and Trade, LLC  
601 Travis, Suite 1400  
Houston, TX 77002

**Re: Letter of Good Standing**

To Whom It May Concern:

As of December 6<sup>th</sup> this letter is to confirm that Dynergy Marketing and Trade LLC does not have any outstanding payment due to ISO New England Inc. under the ISO New England Billing Policy and are not in default of its obligations under the ISO New England Financial Assurance Policy.

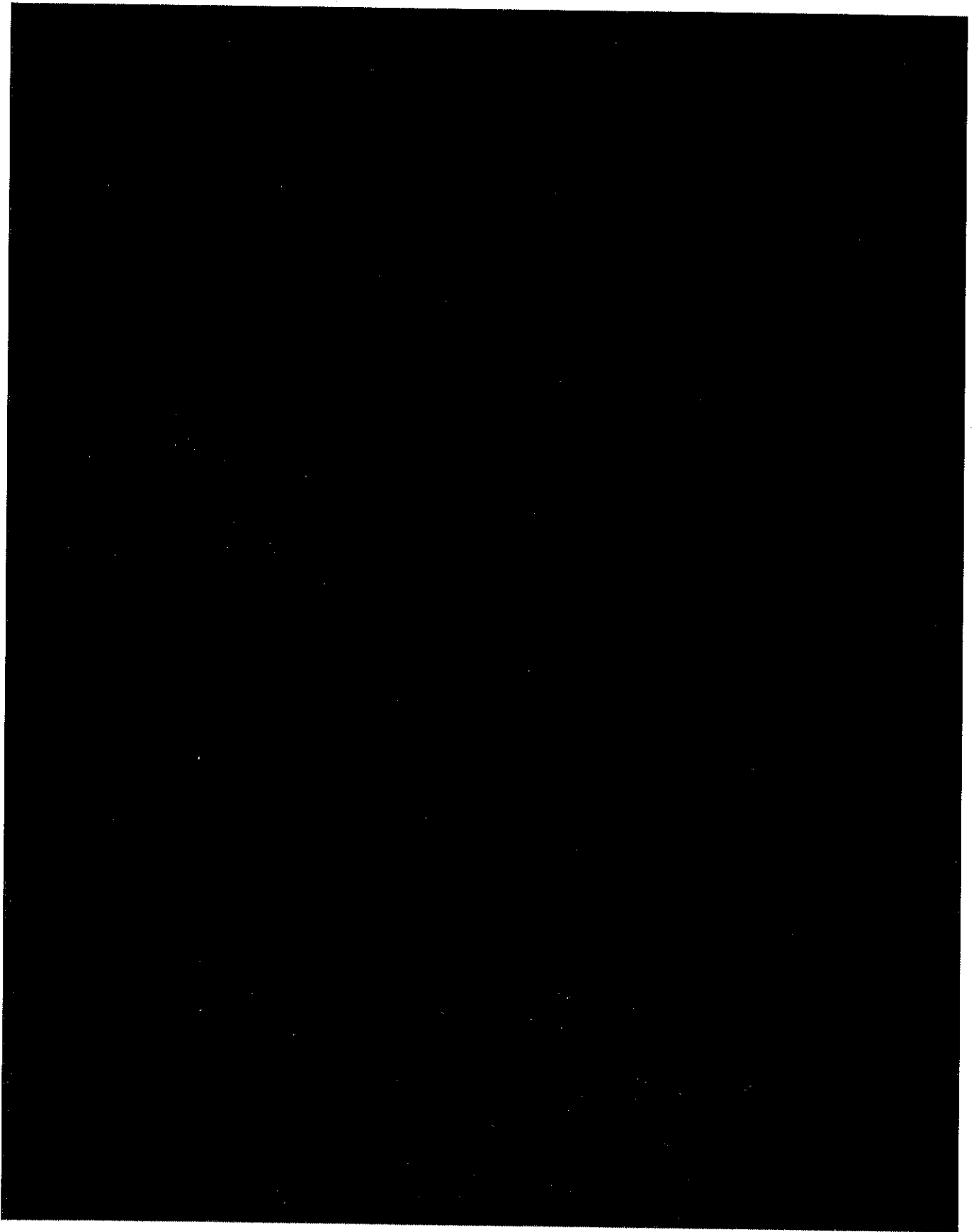
Should you have any questions feel free to contact me at (413) 540-4556.

Sincerely,

A handwritten signature in cursive script that reads "Kelly Reyngold".

Kelly Reyngold  
Controller  
ISO New England  
One Sullivan Road | Holyoke, MA 01040  
| t (413) 540-4556 | f (413) 535-4024  
kreyngold@iso-ne.com

AGENCY AGREEMENT



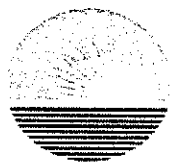
**Ambit Northeast, LLC – License No. DM-19-010**

New Hampshire Department of Energy- Competitive Electric Power Supplier Application Renewal

**Attachment E**

Provide electronic data interchange (EDI) certification from each electric distribution utility in whose franchise area the applicant intends to operate in. (2006.01k)





**Liberty Utilities™**

# COMPLETION OF EDI TESTING

This is to certify that on October 13th, 2014

**Ambit Northeast, LLC**

completed all of the requirements of New Hampshire  
Code of Administrative Rules, Section PUC 2003.01(d).

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Deborah M. Gilbertson, Manager of Retail Choice  
Liberty Utilities (Granite State Electric) Corp.  
15 Buttrick Rd, Londonderry NH 03053



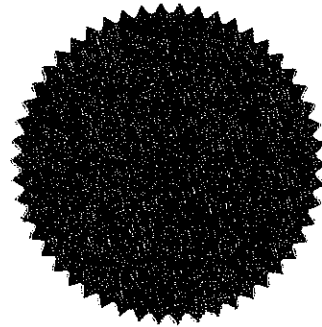
**Public Service of New Hampshire  
Certificate of Completion**

*is hereby granted to:*

**Ambit Northeast, LLC**

*to certify that they have completed to satisfaction*

**EDI Connectivity and Certification Testing**



*Granted: 12/09/13*

*Aaron Downing*  
Aaron Downing  
PSNH Supplier Services



**Public Service  
of New Hampshire**

PSNH Energy Park  
780 North Commercial Street, Manchester, NH 03101

Public Service Company of New Hampshire  
P.O. Box 330  
Manchester, NH 03105-0330  
(603) 669-4000  
www.psnh.com

The Northeast Utilities System

Date 12/09/13

Ambit Northeast, LLC  
1801 N. Lamar St. Suite 200  
Dallas TX 75202

Dear Jenny,

Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our PSNH customers.

PSNH and Ambit Northeast, LLC have successfully completed EDI Connectivity and Certification Testing, I have enclosed a Certificate of Completion for your files.

As soon as Ambit Northeast, LLC is granted certification by the New Hampshire Public Utilities Commission (NH-PUC), you will be ready to contract with PSNH customers.

Thanks once again Jenny for your interest and I look forward to working with you in the future.

Sincerely,

A handwritten signature in cursive script that reads "Aaron Downing".

Aaron Downing  
PSNH Supplier Services



**Electronic Data Interchange (EDI) Certification**

*Unitil Energy Systems (UES)*

Issued to:           Ambit Energy  
Represented by:     Jenny Dieter

Issued by:           Unitil Energy Systems  
Represented by:     Lisa S. Glover, Energy Analyst

Date:                 October 24, 2014

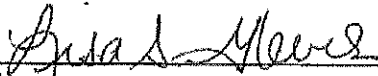
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This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Ambit Energy. As of October 24, 2014, Unitil Energy Systems does hereby declare Ambit Energy as a certified EDI trading partner capable of exchanging the following transactions:

810	Invoice
814	Change
814	Drop
814	Enrollment
814	Historical Usage Request
820	Payment Notification
867	Historical Usage
867	Monthly Usage
997	Functional Acknowledgement

[supplier] has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. [supplier] has also proven through detailed transaction testing its understanding of the business rules and EDI formats required for account maintenance, and billing (dual and LDC rate-ready consolidated) as described by the New Hampshire Public Utilities Commission and using V12 version 4010 standards.

---

  
\_\_\_\_\_  
Signature

10/24/2014  
\_\_\_\_\_  
Date

Lisa S. Glover  
Energy Analyst  
Unitil Service Corp.  
6 Liberty Lane West  
Hampton, NH 03842  
EL\_SupplierServices@unitil.com

**Ambit Northeast, LLC – License No. DM-19-010**

New Hampshire Department of Energy- Competitive Electric Power Supplier Application Renewal

**Attachment F**

Disclose the number and type of customer complaints concerning the applicant or its principals and affiliates filed with or by any commission or regulatory agency, attorneys general office, or other governmental consumer protection regulatory authority, for the most recent 2 calendar years in every state or other jurisdiction in which the applicant has conducted business relating to the sale of electricity.  
(2006.01o)

Attachment F

REDACTED

State	CA	CT	IL	IN	MA	MD	NH	NJ	NY	OH	PA	RI	TX	Total
Billing/Rates	[REDACTED]													
Cancellation Request	[REDACTED]													
Enrollment	[REDACTED]													
ETF Dispute	[REDACTED]													
General	[REDACTED]													
Quality of Service	[REDACTED]													
Total	[REDACTED]													

**Ambit Northeast, LLC – License No. DM-19-010**

New Hampshire Department of Energy- Competitive Electric Power Supplier Application Renewal

**CONFIDENTIAL**

**Attachment G**

A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and quality assurance. (2006.01(t)(1))

A description of the applicant's training program for employees or representatives who will conduct in-person solicitation of residential customers at their residences. (2006.01(t)(2))

An identification of any third party vendor or vendors the applicant intends to use to conduct in-person solicitation of residential customers at their residences. (2006.01(t)(3))

A copy of the applicant's performance standards and code of conduct for any employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences (2006.01(t)(4))

A copy of field audit standards used to evaluate the performance of employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences (2006.01(t)(5))

Provide a copy of each contract to be used for residential customers and for small commercial customers, including any schedules or other documentation attached to, incorporated to, or referenced in such contract. (2006.01w)

**Ambit Northeast, LLC**  
**New Hampshire Electricity Service Area**  
**Commercial Disclosure Summary**

Product Name	Ambit Green Northeast - Commercial 12 Month Term
Length of the Agreement	12 monthly billing cycles
Fixed Per kWh Price	XX.XX ¢/kWh
Charges	Your Ambit Energy charges will be calculated using the rate per kilowatt hour multiplied by your kilowatt hours used during the billing period.
Environmental Characteristics	Yes, 100% of electricity used comes from renewable sources.
Early Termination Fee	No
Late Payment Fee	No
Renewal Terms	You will receive a written notice at least forty-five (45) days prior to contract expiration. If you do not select a new plan or other service provider, or have your service returned to the utility at least 10 days before your current contract end date, your account will transition to our default month-to-month variable plan.

v.NHPSNHCommElecPrdTerm12GreenDis\_English



# Ambit Northeast, LLC New Hampshire Service Area Sales Agreement and Terms of Service

**VERSION DATE: DECEMBER 3, 2021**

Together with your Disclosure Summary ("Summary"), this is your Sales Agreement and Terms of Service for the purchase of electric generation supply service ("Service") from Ambit Northeast, LLC d/b/a Ambit Energy ("Ambit") ("Agreement"). Ambit is licensed as

a Competitive Electric Power Supplier ("CEPS") by the New Hampshire Department of Energy under license number DM 19-010 and will supply Service for your residence or business address enrolled under this Agreement. Ambit is not an agent of your electric distribution utility ("Utility"). In the event of a power outage, please contact your Utility. The words "we," "us," and "our" refer to Ambit, and the words "you" and "your" refer to the Customer. Either the Customer or Ambit may be referred to as a "party" or together the "parties." Please retain this Agreement for your records.

By enrolling for service with Ambit, you agree to be bound by this Agreement and pay for the Service Ambit provides to you under this Agreement.

The words "plan" and "product" have the same meaning throughout this Agreement.

**SERVICE TERM AND PLAN SELECTION:** Ambit agrees to sell and you agree to buy the quantity of electricity delivered to you, as measured or estimated by your Utility. The Term of this Agreement will become effective on the day your Service begins with Ambit, which coincides with your next available meter reading date after Ambit and your Utility processes your enrollment request, and: (i) for a fixed rate will continue for the Initial Term identified in your Summary and any applicable Renewal Term, or (ii) for a variable rate will continue month-to-month. Your Initial Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. The price of the product plan selected, which is identified in your Summary, includes charges for Ambit Service. Any applicable monthly recurring fees will also be disclosed in your Summary. You also agree to pay applicable Utility charges, surcharges, and state and local taxes, which are not included in your Ambit Service rate.

You understand and acknowledge that your plan selection at enrollment is subject to Ambit approval, based on the premise type and/or service class that was previously assigned to

## **CONTACT INFORMATION:**

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy using the information below:

### **AMBIT ENERGY**

ambitenergy.com

P.O. Box 864589  
Plano, TX 75086

Customer Service (877) 282-6248  
Fax (877) 805-5606  
Email NHCustomerCare@ambitenergy.com

### **OPERATING HOURS:**

Monday - Sunday 8:00 a.m. - 11:00 p.m. ET

In the event of a power outage, please call your Local Distribution Company:

### **EVERSOURCE ENERGY (FORMERLY PUBLIC SERVICE OF NEW HAMPSHIRE)**

Power Outage (800) 662-7764

### **UNITIL**

Power Outage (888) 301-7700

### **NEW HAMPSHIRE ELECTRIC CO-OP (NHEC)**

Power Outage (800) 698-2007

### **LIBERTY UTILITIES**

Power Outage (855) 349-9455

### **NEW HAMPSHIRE DEPARTMENT OF ENERGY**

21 S. Fruit St, Suite 10  
Concord, NH 03301

Main (800) 852-3793  
Fax (603) 271-3878  
energy-info@energy.nh.gov





## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

your account by your Utility. If the information received from the Utility does not match the requested Ambit product, you agree that Ambit may switch the product type to match information received from the Utility, which may be at a different rate or term length. You will receive written notice of the product's terms and conditions and will have the ability to exercise your right of rescission as described below (see "Rescission Period").

### SERVICE PRICE

**FIXED RATE:** If you have selected a fixed rate, you will receive the fixed rate outlined in your Summary for your Initial Term. After your Initial Term, you will receive a month-to-month Variable Rate.

**WINTER BREAK SERVICE PLAN:** If you selected the winter break plan, you will receive a 50 percent discount off the Ambit energy supply charges for meter cycles beginning in November, December, January, and February (between November 1 and February 28). See the Winter Break Terms and Conditions for more details.

**VARIABLE RATE:** Variable rates are set in Ambit's discretion and may change from month-to-month at Ambit's discretion based on numerous factors, including, but not limited to, Ambit's assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle's pricing and balancing costs, customer retention or attrition, projected customer bill amounts, competitor pricing or "price to compare" and applicable pricing reset dates, and may include the following costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable renewable portfolio standards, and a profit margin determined in Ambit's discretion. **THE VARIABLE RATE MAY BE HIGHER OR LOWER THAN THE UTILITY'S SUPPLY RATE IN ANY GIVEN BILLING CYCLE. THERE IS NO LIMIT ON HOW MUCH YOUR RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT.** Your Variable Rate will not be directly based on market prices or an identified price index. You will not receive notice of your Variable Rate until your bill

is issued. There is no price cap or price floor for Variable Rates. It may take one or more billing cycles for a price variation to become effective. To view the maximum and minimum Variable Rate charged in the last 12 months visit [ambitenergy.com](http://ambitenergy.com) or call (877) 282-6248. Please note that historical pricing is not indicative of present or future pricing. Please visit [ambitenergy.com](http://ambitenergy.com) to access your Variable Rate applicable for the next billing cycle.

If you have selected Ambit's Guaranteed Savings Plan ("GSP") you will receive month-to-month variable rate that confers a special benefit to you if you remain on the plan for twenty-four (24) consecutive monthly billing cycles (the "Minimum Stay Requirement"). If you fulfill the Minimum Stay Requirement you will receive at least 1% savings compared to Utility supply rate for the same period of twenty-four (24) billing cycles ("Savings Guarantee"). If you cancel or otherwise do not fulfill the Minimum Stay Requirement, you will not be eligible to receive the Savings Guarantee. If you remain on this plan after your Minimum Stay Requirement, you will continue to be billed at a month-to-month variable rate and there will be no future guarantee of savings. You may always cancel or select a new product available at that time by contacting Ambit or logging onto your account management site at [ambitenergy.com](http://ambitenergy.com). The GSP calculation consists of comparing the applicable Utility's published supply rates to your Ambit supply rates for the same 24-month period ("Utility Calculation"), and subtracting from the Utility Calculation all applicable credits you have received, including but not limited to, Free Energy credits, courtesy credits, and Utility bill issuance credits to obtain your Savings Calculation. The Savings Calculation will be completed within three (3) months following the conclusion of the Minimum Stay Requirement, however, in some cases it may take longer. If the Savings Calculation indicates you are owed a refund to provide the Savings Guarantee, it will either be sent to you or applied to your account. Customers that are classified by their Utility as Res Heat or "Low Income Home Energy Assistance Program (LIHEAP)" do not qualify for GSP and the 1% savings guarantee will not be based on those rates. If you decide to enroll in a GSP, you will receive an analysis based on a comparison to the Utility standard, non-heat, residential rates.

**Ambit Northeast, LLC**  
**New Hampshire Service Area**  
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**CANCELLATION AND SWITCHING PROCEDURES:** You or Ambit may cancel this Agreement at any time. To request cancellation, contact your Utility or Ambit using one of the methods referenced in the Contact Information section above. You may also terminate this agreement by enrolling with another electricity supplier, or contacting your aggregator, if applicable. Cancellation will be effective on your next available meter reading date after Ambit and your Utility processes your cancellation request ("Cancellation Effective Date"). You agree to pay for the Service provided through your Cancellation Effective Date and may be subject to an early termination fee as identified on your Summary. Ambit reserves the right to cancel this Agreement (i) if your Utility is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your Utility and Ambit; or (iii) if the Utility removes you from their consolidated billing program and requires that Ambit bill you separately for your energy supply. This Agreement will be automatically terminated if: (i) your requested service location is not served by the Utility, (ii) if you move outside the Utility's territory, or outside Ambit's service area, or (iii) Ambit returns you to Utility service.

**RESCISSION PERIOD:** You may rescind this Agreement within five (5) business days from the date you electronically receive the terms of service; within six (6) business days from the postmarked date the terms of service agreement is sent to you by first class mail; within ten (10) business days from the date you, as a residential customer, electronically receives the terms of service, if you were enrolled through an in-person solicitation at your residence; or within eleven (11) business days from the postmarked date the terms of service Agreement is mailed to you by first class mail, if you were enrolled through an in-person solicitation at your residence. You may rescind by either calling Ambit at (877) 282-6248 Monday - Sunday, 8:00 a.m. - 11:00p.m. ET, using the email address shown in the "Contact Information" box on the first page of this Sales Agreement and Terms of Service, or in writing by U.S. mail to P.O. Box 864589, Plano, TX 75086. If you rescind via email or in writing via U.S. mail, please provide your name, address, phone number and a statement that you are rescinding your Agreement under the Right of Rescission.

**CONTRACT RENEWAL:** If you are on a Variable Rate, your Service will continue month-to-month. If you are on a Fixed Rate, you will receive notice at least forty-five (45) days prior to the end of your Initial Term. If you fail to take action to select a new product, after the Initial Term you will automatically continue Service on a month-to-month basis ("Renewal Term") at default Variable Rate product unless you select another Ambit product or supplier by the date provided for in your renewal notice. You may renew online by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248 or by faxing your request to renew your plan to (877) 805-5606. If renewing by fax, please state the product that you would like to renew, include your account number and sign the fax.

**BILLING AND PAYMENT:** Your Utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your Utility monthly bill will include Ambit Service charges, as well as applicable Utility charges related to electricity delivery, including but not limited to, transmission and distribution charges, system benefits charge, stranded cost recovery charge, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Ambit does not offer budget billing.

You will make payment directly to the Utility each month in accordance with the payment terms stated in the Utility's tariffs, unless it is necessary that Ambit bill you directly. You must pay each monthly bill in full by the date specified on the bill or be subject to late payment and interest charges by the Utility. In the event of failure to remit payment when due, Ambit will have the right to terminate your electricity supply service and seek suspension of distribution service. Your Utility may offer you a budget billing payment option. Ambit does not offer budget billing in New Hampshire.

**DEFAULT UTILITY SUPPLY SERVICE:** You understand that you are not required to choose a competitive supplier, and may continue to have the Utility supply your electricity.

**Ambit Northeast, LLC**  
**New Hampshire Service Area**  
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**COMMUNICATION OPTIONS:** Please specify your preferred means of communication for receiving required notices and contract documents from Ambit. The options to choose from are 1) email, and 2) U.S. mail. In addition, you may also choose to receive mobile messages for payment confirmation and future Ambit rate promotions. Please make your choice by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com) or calling Ambit Customer Care at (877) 282-6248.

**TAXES AND LAWS:** Except as otherwise provided in this Agreement or by law, any and all taxes of whatsoever kind, nature and description, due and payable with respect to customer's performance of its obligations under this Agreement, shall be paid by customer. The Parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**ENERGY ASSISTANCE PROGRAMS:** For assistance with paying your electricity bill, please contact the Community Action Program in your area.

Hillsborough and Rockingham Counties: Southern New Hampshire Services, Inc - (800) 322-1073

Belknap and Merrimack Counties: Community Action Program - (800) 856-5525

Cheshire and Sullivan Counties: Southwestern Community Services - (603) 542-9528

Coos, Carroll and Grafton Counties: Tri-County Community Action - (603) 752-7001

Visit [www.puc.nh.gov/Consumer/electricassistanceprogram.htm](http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm) for a full list of Community Action Agencies.

**ELIGIBILITY:** Ambit does not determine customer eligibility for pricing based on credit history, Utility payment data or credit score. Ambit does not deny service based on a customer's or applicant's race, creed, color, national origin, ancestry, sex, age, sexual orientation, gender identity, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

**INFORMATION RELEASE AUTHORIZATION:** By accepting this Agreement, you affirmatively consent to the Utility sharing billing and payment information with Ambit, including your participation in budget billing or extended payment arrangements. Ambit will not release your confidential information to any party without your written consent, except as otherwise permitted under Puc 2004.19. "Confidential information" means information that is collected as part of providing you electric services that can identify you, including your name, telephone number, address, account number, payment information, and electricity consumption.

**AGENCY:** Customer appoints Ambit as its agent to acquire supply necessary to meet your energy needs and contract for and administer transportation, transmission and related services over interstate facilities and those of the Utility needed to deliver energy to your service location. These services are provided on an arm's length basis and market-based compensation is included in the price noted in your Summary.

**SEVERABILITY:** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**DELAYS OR FAILURE TO EXERCISE RIGHTS:** No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the Parties with respect to the terms and conditions of this transaction. Any and all other agreements, understandings, and representations by and between the Parties with respect to the matters addressed herein are superseded by this Agreement.

**ACCEPTANCE AND AMENDMENTS:** This Agreement shall not become effective until accepted by Ambit. Ambit reserves the right to cancel this Agreement if you fail to maintain satisfactory credit standing as determined by Ambit. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such

**Ambit Northeast, LLC**  
**New Hampshire Service Area**  
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amendment at least forty-five (45) days prior to the effective date thereof. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

**FORCE MAJEURE:** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the Utility or any transportation or transmitting entity. If either Party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such Party shall give immediate written notice, to the maximum extent practicable, to the other Party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such Party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The Party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**ASSIGNMENT:** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit. Ambit may, with no less than fourteen (14) days written notice to you prior to the effective date, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; and, with no less than thirty (30) days written notice to you prior to the effective date, (b) transfer or assign this Agreement to an affiliate of Ambit; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit; and/or (d) transfer or assign this Agreement to

a certified Energy Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, customer agrees that Ambit shall have no further obligations hereunder. The written notice of assignment or transfer will include detailed information, important dates, and a description of your options, including your right to select another energy supplier without cost or penalty before the assignment or transfer occurs.

Within thirty (30) days of the effective date of the assignment or transfer, you will be refunded any applicable amounts owed.

**LIMITATIONS OF LIABILITY:** Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither Party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit. There are no third-party beneficiaries to this Agreement.

**REPRESENTATIONS AND WARRANTIES:** The energy service under this Agreement will meet the applicable Utility's standards and may be supplied from a variety of sources. Ambit makes no representations or warranties other than those expressly set forth in this Agreement, and Ambit expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**GOVERNING LAW:** This Agreement shall be governed by, enforced and performed in accordance with the rules of the New Hampshire Department of Energy, New Hampshire law and applicable federal law. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which shall have a detrimental economic impact upon Ambit's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit shall have the right to materially change this Agreement

**Ambit Northeast, LLC**  
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with thirty (30) days' notice to the customer. Upon receipt of written notice of a material change, customer may terminate this agreement prior to the date such change becomes effective without penalty.

**DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**SUMMARY:** Most customer concerns can be resolved by calling Customer Care at (877) 282-6248. Customers can also contact Ambit in writing at P.O. Box 864589, Plano, TX 75086. Customer disputes or complaints that are not resolved to the customer's satisfaction may be submitted to the Department of Energy Consumer Services and External Affairs Division ("CSEA") in writing at the address provided above or by calling (800) 852-3793, Monday through Friday, 8:00 a.m. to 4:30p.m. ET. Upon the filing of a complaint with the CSEA, either verbally or in writing, against Ambit, the customer authorizes the CSEA to begin an investigation. During an investigation, Ambit will provide any relevant information necessary to assist the CSEA in resolving the complaint. The customer or Ambit may request a hearing with the CSEA if dissatisfied with how the CSEA resolved the customer's complaint.

Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or, if applicable, as required by CSEA decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.**

In the unlikely event that Ambit's Customer Care department or the CSEA, is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts.

Arbitrators can award the same damages and relief that a court can award. **ANY**

**ARBITRATION UNDER THIS AGREEMENT WILL TAKEPLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

**ARBITRATION AGREEMENT**

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either Party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT**

**Ambit Northeast, LLC**  
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**TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A Party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 6555 Sierra Drive, Irving, TX 75039. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration Proceeding in New Hampshire. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled. You may download or copy a form Notice and a form to initiate arbitration at [www.ambitenergy.com/arbitration-forms](http://www.ambitenergy.com/arbitration-forms).

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at (800) 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [www.ambitenergy.com/arbitration-information](http://www.ambitenergy.com/arbitration-information).) The arbitrator is bound by the terms of this

Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit's last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you

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and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either Party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of

change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.

# Northeast Product Content Label



Ambit Green Northeast products are certified by Green-e® Energy and match 100% of your monthly electricity usage. The table below provides the Ambit Green Northeast renewable resource mix in 2020, as well as the projected resource mix for 2021.

## Product Content Label

Renewable Energy Source	2020 Historical mix (location)	2021 Projected mix (locations)
Wind	13% (MA), 28% (ME), 59% (NY)	100% (CT, NY, ME, VT, NH, MA, or RI)

Prospective figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the electricity you purchased. Historical figures reflect the power delivered to Ambit Green Northeast customers in 2020.

New renewables come from generation facilities that first began commercial operation within the last 15 years.

For comparison, the 2019 average mix of resources supplying the Northeast region includes: Coal (0.39%), Nuclear (31.30%), Oil (0.30%), Natural Gas (43.20%), Hydroelectric (15.80%), Wind (3.40%), Biomass (4.30%), and Other (1.31%). (Source: US Environmental Protection Agency, eGRID). The average home in the region uses 600 kWh per month (Source: U.S. EIA, 2019).

Green-e Energy certifies that Ambit Green Northeast meets the environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy or the certification requirements, visit [green-e.org](http://green-e.org). For additional information about Ambit Energy's green products, please visit [ambitenergy.com](http://ambitenergy.com), call (877) 282-6248 or email us at [ambitgreen@ambitenergy.com](mailto:ambitgreen@ambitenergy.com).

## Price Terms and Conditions\*



<b>Company</b>	Ambit New York, LLC; Ambit Northeast, LLC							
<b>Available Certified Green NE Plans</b>	<table border="1"> <thead> <tr> <th>Plan Name</th> <th>Early Termination Fee</th> </tr> </thead> <tbody> <tr> <td>Ambit Green Northeast 12 Month</td> <td>\$0</td> </tr> <tr> <td>Ambit Green Northeast Variable</td> <td>\$0</td> </tr> </tbody> </table>	Plan Name	Early Termination Fee	Ambit Green Northeast 12 Month	\$0	Ambit Green Northeast Variable	\$0	
Plan Name	Early Termination Fee							
Ambit Green Northeast 12 Month	\$0							
Ambit Green Northeast Variable	\$0							
<b>Eligible Customer Types</b>	Residential and Small Commercial							
<b>Whom should I contact for more information?</b>	Visit <a href="http://ambitenergy.com">ambitenergy.com</a> , call (877) 282-6248 Monday - Sunday 8:00 a.m. - 11:00 p.m. ET or email us at <a href="mailto:ambitgreen@ambitenergy.com">ambitgreen@ambitenergy.com</a>							
<b>How will I be billed?</b>	Your green power charge will be included in your energy rate on your Ambit Energy bill.							
<b>How will the green power charge on my bill be calculated?</b>	Up to an additional 4 cents (\$.04) per kilowatt-hour (kWh) used will be added to your bill for the green renewable premium. The energy rate can vary depending on your plan details.							
<b>Example of total electricity bill with 100% green</b>	<p>The following is an example of an average monthly electricity bill and the additional green power charge for green participation based on monthly usage of 600 kWh. Actual bill may vary based on your actual electricity usage and energy rate.</p> <table border="1"> <thead> <tr> <th>Monthly Usage</th> <th>X Energy Rate with Green Power Charge</th> <th>= Monthly Energy Charges</th> </tr> </thead> <tbody> <tr> <td>600 kWh</td> <td>(\$0.10 + \$0.04)</td> <td>\$84.00</td> </tr> </tbody> </table>		Monthly Usage	X Energy Rate with Green Power Charge	= Monthly Energy Charges	600 kWh	(\$0.10 + \$0.04)	\$84.00
Monthly Usage	X Energy Rate with Green Power Charge	= Monthly Energy Charges						
600 kWh	(\$0.10 + \$0.04)	\$84.00						
<b>Fixed or Variable Rate</b>	Fixed rate plans will remain the same price for the number of months mentioned in plan name. Variable rate plan pricing may change month-to-month due to assessment of historic and projected supply and hedging costs, prior month's pricing and conditions in electricity market among other factors. Please see your contract documents for more information.							
<b>Will the green power charge change over time?</b>	We expect the green power charge for Ambit Energy to remain the same through June 2022. For more information on historical green power charges, please visit <a href="http://ambitenergy.com">ambitenergy.com</a> .							
<b>We plan on using the following renewable sources for this product.</b>	Wind (CT, NY, ME, VT, NH, MA, or RI)							
<b>What other fees might I be charged?</b>	Please see the pricing section on Terms of Service for more information. No additional fees apply for the green portion of your plan.							

From the time you receive this notification, you have three business days to change your mind about purchasing Ambit Green Northeast from Ambit Energy. You may cancel your agreement to purchase Ambit Green Northeast from Ambit Energy by calling (877) 282-6248 or writing P.O. Box 864589 Plano, TX 75086.

083121 \*Applicable to all green plans.

Product changes should be submitted two weeks prior to your meter read to take effect at the start of your next billing period.



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Product Name	Ambit Green Northeast - Commercial Variable
Length of the Agreement	Month-to-month
Variable Per kWh Price for the first billing cycle	XX.XX ¢/kWh for your first monthly billing cycle.
Variable Price Components	<p>This is a variable rate agreement and your rate may change from month-to-month after the first billing cycle. No price ceiling exists. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market.</p> <p>Customer will receive notification of the price change when the customer receives the bill each month with that price. However, your next billing cycle rate will be available at least 5 days before the end of your current billing cycle by accessing the <i>New Hampshire Next Cycle Rate</i> link at the bottom of the <a href="http://ambitenergy.com">ambitenergy.com</a> homepage. Historical rates, showing the minimum and maximum for the last 12 months, are also available at the <i>New Hampshire Historical Rates</i> link in the View Residential Rates section in enrollment.</p>
Charges	Your Ambit Energy charges will be calculated using the rate per kilowatt hour multiplied by your kilowatt hours used during the billing period.
Environmental Characteristics	Yes, 100% of electricity used comes from renewable sources.
Early Termination Fee	No
Late Payment Fee	No
Renewal Terms	You can select an Ambit term or other variable product at any time. The service contract will automatically renew for successive one (1) month billing cycles until you select an Ambit product, or Ambit cancels the Agreement, you select another provider or have your service returned to the utility. Depending on when you select your new Ambit product, it may take one or more billing cycles for the plan to become effective.

# Ambit Northeast, LLC New Hampshire Service Area

## Sales Agreement and Terms of Service

**VERSION DATE: DECEMBER 3, 2021**

Together with your Disclosure Summary ("Summary"), this is your Sales Agreement and Terms of Service for the purchase of electric generation supply service ("Service") from Ambit Northeast, LLC d/b/a Ambit Energy ("Ambit") ("Agreement"). Ambit is licensed as

### **CONTACT INFORMATION:**

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy using the information below:

#### **AMBIT ENERGY**

ambitenergy.com

P.O. Box 864589  
Plano, TX 75086

Customer Service (877) 282-6248  
Fax (877) 805-5606  
Email NHCustomerCare@ambitenergy.com

#### **OPERATING HOURS:**

Monday - Sunday 8:00 a.m. - 11:00 p.m. ET

In the event of a power outage, please call your Local Distribution Company:

#### **EVERSOURCE ENERGY (FORMERLY PUBLIC SERVICE OF NEW HAMPSHIRE)**

Power Outage (800) 662-7764

#### **UNITIL**

Power Outage (888) 301-7700

#### **NEW HAMPSHIRE ELECTRIC CO-OP (NHEC)**

Power Outage (800) 698-2007

#### **LIBERTY UTILITIES**

Power Outage (855) 349-9455

#### **NEW HAMPSHIRE DEPARTMENT OF ENERGY**

21 S. Fruit St, Suite 10  
Concord, NH 03301

Main (800) 852-3793  
Fax (603) 271-3878  
energy-info@energy.nh.gov

a Competitive Electric Power Supplier ("CEPS") by the New Hampshire Department of Energy under license number DM 19-010 and will supply Service for your residence or business address enrolled under this Agreement. Ambit is not an agent of your electric distribution utility ("Utility"). In the event of a power outage, please contact your Utility. The words "we," "us," and "our" refer to Ambit, and the words "you" and "your" refer to the Customer. Either the Customer or Ambit may be referred to as a "party" or together the "parties." Please retain this Agreement for your records.

By enrolling for service with Ambit, you agree to be bound by this Agreement and pay for the Service Ambit provides to you under this Agreement.

The words "plan" and "product" have the same meaning throughout this Agreement.

**SERVICE TERM AND PLAN SELECTION:** Ambit agrees to sell and you agree to buy the quantity of electricity delivered to you, as measured or estimated by your Utility. The Term of this Agreement will become effective on the day your Service begins with Ambit, which coincides with your next available meter reading date after Ambit and your Utility processes your enrollment request, and: (i) for a fixed rate will continue for the Initial Term identified in your Summary and any applicable Renewal Term, or (ii) for a variable rate will continue month-to-month. Your Initial Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. The price of the product plan selected, which is identified in your Summary, includes charges for Ambit Service. Any applicable monthly recurring fees will also be disclosed in your Summary. You also agree to pay applicable Utility charges, surcharges, and state and local taxes, which are not included in your Ambit Service rate.

You understand and acknowledge that your plan selection at enrollment is subject to Ambit approval, based on the premise type and/or service class that was previously assigned to



## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

your account by your Utility. If the information received from the Utility does not match the requested Ambit product, you agree that Ambit may switch the product type to match information received from the Utility, which may be at a different rate or term length. You will receive written notice of the product's terms and conditions and will have the ability to exercise your right of rescission as described below (see "Rescission Period").

### SERVICE PRICE

**FIXED RATE:** If you have selected a fixed rate, you will receive the fixed rate outlined in your Summary for your Initial Term. After your Initial Term, you will receive a month-to-month Variable Rate.

**WINTER BREAK SERVICE PLAN:** If you selected the winter break plan, you will receive a 50 percent discount off the Ambit energy supply charges for meter cycles beginning in November, December, January, and February (between November 1 and February 28). See the Winter Break Terms and Conditions for more details.

**VARIABLE RATE:** Variable rates are set in Ambit's discretion and may change from month-to-month at Ambit's discretion based on numerous factors, including, but not limited to, Ambit's assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle's pricing and balancing costs, customer retention or attrition, projected customer bill amounts, competitor pricing or "price to compare" and applicable pricing reset dates, and may include the following costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable renewable portfolio standards, and a profit margin determined in Ambit's discretion. **THE VARIABLE RATE MAY BE HIGHER OR LOWER THAN THE UTILITY'S SUPPLY RATE IN ANY GIVEN BILLING CYCLE. THERE IS NO LIMIT ON HOW MUCH YOUR RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT.** Your Variable Rate will not be directly based on market prices or an identified price index. You will not receive notice of your Variable Rate until your bill

is issued. There is no price cap or price floor for Variable Rates. It may take one or more billing cycles for a price variation to become effective. To view the maximum and minimum Variable Rate charged in the last 12 months visit [ambitenergy.com](http://ambitenergy.com) or call (877) 282-6248. Please note that historical pricing is not indicative of present or future pricing. Please visit [ambitenergy.com](http://ambitenergy.com) to access your Variable Rate applicable for the next billing cycle.

If you have selected Ambit's Guaranteed Savings Plan ("GSP") you will receive month-to-month variable rate that confers a special benefit to you if you remain on the plan for twenty-four (24) consecutive monthly billing cycles (the "Minimum Stay Requirement"). If you fulfill the Minimum Stay Requirement you will receive at least 1% savings compared to Utility supply rate for the same period of twenty-four (24) billing cycles ("Savings Guarantee"). If you cancel or otherwise do not fulfill the Minimum Stay Requirement, you will not be eligible to receive the Savings Guarantee. If you remain on this plan after your Minimum Stay Requirement, you will continue to be billed at a month-to-month variable rate and there will be no future guarantee of savings. You may always cancel or select a new product available at that time by contacting Ambit or logging onto your account management site at [ambitenergy.com](http://ambitenergy.com). The GSP calculation consists of comparing the applicable Utility's published supply rates to your Ambit supply rates for the same 24-month period ("Utility Calculation"), and subtracting from the Utility Calculation all applicable credits you have received, including but not limited to, Free Energy credits, courtesy credits, and Utility bill issuance credits to obtain your Savings Calculation. The Savings Calculation will be completed within three (3) months following the conclusion of the Minimum Stay Requirement, however, in some cases it may take longer. If the Savings Calculation indicates you are owed a refund to provide the Savings Guarantee, it will either be sent to you or applied to your account. Customers that are classified by their Utility as Res Heat or "Low Income Home Energy Assistance Program (LIHEAP)" do not qualify for GSP and the 1% savings guarantee will not be based on those rates. If you decide to enroll in a GSP, you will receive an analysis based on a comparison to the Utility standard, non-heat, residential rates.

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**CANCELLATION AND SWITCHING PROCEDURES:** You or Ambit may cancel this Agreement at any time. To request cancellation, contact your Utility or Ambit using one of the methods referenced in the Contact Information section above. You may also terminate this agreement by enrolling with another electricity supplier, or contacting your aggregator, if applicable. Cancellation will be effective on your next available meter reading date after Ambit and your Utility processes your cancellation request ("Cancellation Effective Date"). You agree to pay for the Service provided through your Cancellation Effective Date and may be subject to an early termination fee as identified on your Summary. Ambit reserves the right to cancel this Agreement (i) if your Utility is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your Utility and Ambit; or (iii) if the Utility removes you from their consolidated billing program and requires that Ambit bill you separately for your energy supply. This Agreement will be automatically terminated if: (i) your requested service location is not served by the Utility, (ii) if you move outside the Utility's territory, or outside Ambit's service area, or (iii) Ambit returns you to Utility service.

**RESCISSION PERIOD:** You may rescind this Agreement within five (5) business days from the date you electronically receive the terms of service; within six (6) business days from the postmarked date the terms of service agreement is sent to you by first class mail; within ten (10) business days from the date you, as a residential customer, electronically receives the terms of service, if you were enrolled through an in-person solicitation at your residence; or within eleven (11) business days from the postmarked date the terms of service Agreement is mailed to you by first class mail, if you were enrolled through an in-person solicitation at your residence. You may rescind by either calling Ambit at (877) 282-6248 Monday – Sunday, 8:00 a.m. - 11:00p.m. ET, using the email address shown in the "Contact Information" box on the first page of this Sales Agreement and Terms of Service, or in writing by U.S. mail to P.O. Box 864589, Plano, TX 75086. If you rescind via email or in writing via U.S. mail, please provide your name, address, phone number and a statement that you are rescinding your Agreement under the Right of Rescission.

**CONTRACT RENEWAL:** If you are on a Variable Rate, your Service will continue month-to-month. If you are on a Fixed Rate, you will receive notice at least forty-five (45) days prior to the end of your Initial Term. If you fail to take action to select a new product, after the Initial Term you will automatically continue Service on a month-to-month basis ("Renewal Term") at default Variable Rate product unless you select another Ambit product or supplier by the date provided for in your renewal notice. You may renew online by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248 or by faxing your request to renew your plan to (877) 805-5606. If renewing by fax, please state the product that you would like to renew, include your account number and sign the fax.

**BILLING AND PAYMENT:** Your Utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your Utility monthly bill will include Ambit Service charges, as well as applicable Utility charges related to electricity delivery, including but not limited to, transmission and distribution charges, system benefits charge, stranded cost recovery charge, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Ambit does not offer budget billing.

You will make payment directly to the Utility each month in accordance with the payment terms stated in the Utility's tariffs, unless it is necessary that Ambit bill you directly. You must pay each monthly bill in full by the date specified on the bill or be subject to late payment and interest charges by the Utility. In the event of failure to remit payment when due, Ambit will have the right to terminate your electricity supply service and seek suspension of distribution service. Your Utility may offer you a budget billing payment option. Ambit does not offer budget billing in New Hampshire.

**DEFAULT UTILITY SUPPLY SERVICE:** You understand that you are not required to choose a competitive supplier, and may continue to have the Utility supply your electricity.

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**COMMUNICATION OPTIONS:** Please specify your preferred means of communication for receiving required notices and contract documents from Ambit. The options to choose from are 1) email, and 2) U.S. mail. In addition, you may also choose to receive mobile messages for payment confirmation and future Ambit rate promotions. Please make your choice by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com) or calling Ambit Customer Care at (877) 282-6248.

**TAXES AND LAWS:** Except as otherwise provided in this Agreement or by law, any and all taxes of whatsoever kind, nature and description, due and payable with respect to customer's performance of its obligations under this Agreement, shall be paid by customer. The Parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**ENERGY ASSISTANCE PROGRAMS:** For assistance with paying your electricity bill, please contact the Community Action Program in your area.

Hillsborough and Rockingham Counties: Southern New Hampshire Services, Inc - (800) 322-1073

Belknap and Merrimack Counties: Community Action Program - (800) 856-5525

Cheshire and Sullivan Counties: Southwestern Community Services - (603) 542-9528

Coos, Carroll and Grafton Counties: Tri-County Community Action - (603) 752-7001

Visit [www.puc.nh.gov/Consumer/electricassistanceprogram.htm](http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm) for a full list of Community Action Agencies.

**ELIGIBILITY:** Ambit does not determine customer eligibility for pricing based on credit history, Utility payment data or credit score. Ambit does not deny service based on a customer's or applicant's race, creed, color, national origin, ancestry, sex, age, sexual orientation, gender identity, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

**INFORMATION RELEASE AUTHORIZATION:** By accepting this Agreement, you affirmatively consent to the Utility sharing billing and payment information with Ambit, including your participation in budget billing or extended payment arrangements. Ambit will not release your confidential information to any party without your written consent, except as otherwise permitted under Puc 2004.19. "Confidential information" means information that is collected as part of providing you electric services that can identify you, including your name, telephone number, address, account number, payment information, and electricity consumption.

**AGENCY:** Customer appoints Ambit as its agent to acquire supply necessary to meet your energy needs and contract for and administer transportation, transmission and related services over interstate facilities and those of the Utility needed to deliver energy to your service location. These services are provided on an arm's length basis and market-based compensation is included in the price noted in your Summary.

**SEVERABILITY:** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**DELAYS OR FAILURE TO EXERCISE RIGHTS:** No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the Parties with respect to the terms and conditions of this transaction. Any and all other agreements, understandings, and representations by and between the Parties with respect to the matters addressed herein are superseded by this Agreement.

**ACCEPTANCE AND AMENDMENTS:** This Agreement shall not become effective until accepted by Ambit. Ambit reserves the right to cancel this Agreement if you fail to maintain satisfactory credit standing as determined by Ambit. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such

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amendment at least forty-five (45) days prior to the effective date thereof. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

**FORCE MAJEURE:** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the Utility or any transportation or transmitting entity. If either Party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such Party shall give immediate written notice, to the maximum extent practicable, to the other Party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such Party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The Party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**ASSIGNMENT:** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit. Ambit may, with no less than fourteen (14) days written notice to you prior to the effective date, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; and, with no less than thirty (30) days written notice to you prior to the effective date, (b) transfer or assign this Agreement to an affiliate of Ambit; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit; and/or (d) transfer or assign this Agreement to

a certified Energy Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, customer agrees that Ambit shall have no further obligations hereunder. The written notice of assignment or transfer will include detailed information, important dates, and a description of your options, including your right to select another energy supplier without cost or penalty before the assignment or transfer occurs.

Within thirty (30) days of the effective date of the assignment or transfer, you will be refunded any applicable amounts owed.

**LIMITATIONS OF LIABILITY:** Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither Party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit. There are no third-party beneficiaries to this Agreement.

**REPRESENTATIONS AND WARRANTIES:** The energy service under this Agreement will meet the applicable Utility's standards and may be supplied from a variety of sources. Ambit makes no representations or warranties other than those expressly set forth in this Agreement, and Ambit expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**GOVERNING LAW:** This Agreement shall be governed by, enforced and performed in accordance with the rules of the New Hampshire Department of Energy, New Hampshire law and applicable federal law. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which shall have a detrimental economic impact upon Ambit's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit shall have the right to materially change this Agreement

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with thirty (30) days' notice to the customer. Upon receipt of written notice of a material change, customer may terminate this agreement prior to the date such change becomes effective without penalty.

**DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**SUMMARY:** Most customer concerns can be resolved by calling Customer Care at (877) 282-6248. Customers can also contact Ambit in writing at P.O. Box 864589, Plano, TX 75086. Customer disputes or complaints that are not resolved to the customer's satisfaction may be submitted to the Department of Energy Consumer Services and External Affairs Division ("CSEA") in writing at the address provided above or by calling (800) 852-3793, Monday through Friday, 8:00 a.m. to 4:30p.m. ET. Upon the filing of a complaint with the CSEA, either verbally or in writing, against Ambit, the customer authorizes the CSEA to begin an investigation. During an investigation, Ambit will provide any relevant information necessary to assist the CSEA in resolving the complaint. The customer or Ambit may request a hearing with the CSEA if dissatisfied with how the CSEA resolved the customer's complaint.

Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or, if applicable, as required by CSEA decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.**

In the unlikely event that Ambit's Customer Care department or the CSEA, is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts.

Arbitrators can award the same damages and relief that a court can award. **ANY**

**ARBITRATION UNDER THIS AGREEMENT WILL TAKEPLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

**ARBITRATION AGREEMENT**

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either Party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT**

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**TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A Party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 6555 Sierra Drive, Irving, TX 75039. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration Proceeding in New Hampshire. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled. You may download or copy a form Notice and a form to initiate arbitration at [www.ambitenergy.com/arbitration-forms](http://www.ambitenergy.com/arbitration-forms).

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at (800) 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [www.ambitenergy.com/arbitration-information](http://www.ambitenergy.com/arbitration-information).) The arbitrator is bound by the terms of this

Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit's last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you



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and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either Party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of

change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.

# NH Commercial Variable Rate History

## Eversource Energy NH - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast Commercial Variable	
Month	Average Rate/kwh
Jan 2022	0.1089
Dec 2021	0.1044
Nov 2021	0.0992
Oct 2021	0.0968
Sep 2021	0.0968
Aug 2021	0.0806
Jul 2021	0.0750
Jun 2021	0.0750
May 2021	0.0750
Apr 2021	0.0750
Mar 2021	0.0750
Feb 2021	0.0767
Jan 2021	0.0794

White Mountain Commercial Variable	
Month	Average Rate/kwh
Jan 2022	0.0989
Dec 2021	0.0950
Nov 2021	0.0900
Oct 2021	0.0874
Sep 2021	0.0874
Aug 2021	0.0712
Jul 2021	0.0656
Jun 2021	0.0656
May 2021	0.0656
Apr 2021	0.0656
Mar 2021	0.0656
Feb 2021	0.0673
Jan 2021	0.0700

Last 12 Months
Minimum Price: 0.075
Maximum Price: 0.1089

Last 12 Months
Minimum Price: 0.0656
Maximum Price: 0.0989



# NH Commercial Variable Rate History

## Liberty Utilities - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Commercial Variable	
Month	Average Rate/kwh
Jan 2022	0.1008
Dec 2021	0.0998
Nov 2021	0.0956
Oct 2021	0.0925
Sep 2021	0.0784
Aug 2021	0.0732
Jul 2021	0.0732
Jun 2021	0.0751
May 2021	0.0768
Apr 2021	0.0750
Mar 2021	0.0728
Feb 2021	0.0746
Jan 2021	0.0775

NH Small Commercial Variable	
Month	Average Rate/kwh
Jan 2022	0.0942
Dec 2021	0.0910
Nov 2021	0.0860
Oct 2021	0.0832
Sep 2021	0.0686
Aug 2021	0.0632
Jul 2021	0.0632
Jun 2021	0.0632
May 2021	0.0632
Apr 2021	0.0632
Mar 2021	0.0632
Feb 2021	0.0649
Jan 2021	0.0675

Last 12 Months
Minimum Price: 0.0728
Maximum Price: 0.1008

Last 12 Months
Minimum Price: 0.0632
Maximum Price: 0.0942



# NH Commercial Variable Rate History

## New Hampshire Electric Co-op

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Commercial Variable	
Month	Average Rate/kwh
Jan 2022	0.1159
Dec 2021	0.1159
Nov 2021	0.1004
Oct 2021	0.0868
Sep 2021	0.0868
Aug 2021	0.0868
Jul 2021	0.0868
Jun 2021	0.0868
May 2021	0.0868
Apr 2021	0.0868
Mar 2021	0.0868
Feb 2021	0.0868
Jan 2021	0.0868

NH Small Commercial Variable	
Month	Average Rate/kwh
Jan 2022	0.1109
Dec 2021	0.1109
Nov 2021	0.0931
Oct 2021	0.0775
Sep 2021	0.0775
Aug 2021	0.0775
Jul 2021	0.0775
Jun 2021	0.0775
May 2021	0.0775
Apr 2021	0.0775
Mar 2021	0.0775
Feb 2021	0.0775
Jan 2021	0.0775

Last 12 Months
Minimum Price: 0.0868
Maximum Price: 0.1159

Last 12 Months
Minimum Price: 0.0775
Maximum Price: 0.1109

# NH Commercial Variable Rate History

## Unitil - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Commercial Variable	
Month	Average Rate/kwh
Jan 2022	0.1449
Dec 2021	0.0984
Nov 2021	0.0700
Oct 2021	0.0603
Sep 2021	0.0630
Aug 2021	0.0762
Jul 2021	0.0671
Jun 2021	0.0708
May 2021	0.0793
Apr 2021	0.0943
Mar 2021	0.1112
Feb 2021	0.1024
Jan 2021	0.0930

NH Small Commercial Variable	
Month	Average Rate/kwh
Jan 2022	0.1299
Dec 2021	0.0873
Nov 2021	0.0608
Oct 2021	0.0509
Sep 2021	0.0536
Aug 2021	0.0669
Jul 2021	0.0577
Jun 2021	0.0614
May 2021	0.0699
Apr 2021	0.0849
Mar 2021	0.1018
Feb 2021	0.0959
Jan 2021	0.0875

Last 12 Months
Minimum Price: 0.0603
Maximum Price: 0.1449

Last 12 Months
Minimum Price: 0.0509
Maximum Price: 0.1299



# Northeast Product Content Label



Ambit Green Northeast products are certified by Green-e® Energy and match 100% of your monthly electricity usage. The table below provides the Ambit Green Northeast renewable resource mix in 2020, as well as the projected resource mix for 2021.

## Product Content Label

Renewable Energy Source	2020 Historical mix (location)	2021 Projected mix (locations)
Wind	13% (MA), 28% (ME), 59% (NY)	100% (CT, NY, ME, VT, NH, MA, or RI)

Prospective figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the electricity you purchased. Historical figures reflect the power delivered to Ambit Green Northeast customers in 2020.

New renewables come from generation facilities that first began commercial operation within the last 15 years.

For comparison, the 2019 average mix of resources supplying the Northeast region includes: Coal (0.39%), Nuclear (31.30%), Oil (0.30%), Natural Gas (43.20%), Hydroelectric (15.80%), Wind (3.40%), Biomass (4.30%), and Other (1.31%). (Source: US Environmental Protection Agency, eGRID). The average home in the region uses 600 kWh per month (Source: U.S. EIA, 2019).

Green-e Energy certifies that Ambit Green Northeast meets the environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy or the certification requirements, visit [green-e.org](http://green-e.org). For additional information about Ambit Energy's green products, please visit [ambitenergy.com](http://ambitenergy.com), call (877) 282-6248 or email us at [ambitgreen@ambitenergy.com](mailto:ambitgreen@ambitenergy.com).

## Price Terms and Conditions\*



<b>Company</b>	Ambit New York, LLC; Ambit Northeast, LLC											
<b>Available Certified Green NE Plans</b>	<table border="0"> <tr> <td><b>Plan Name</b></td> <td><b>Early Termination Fee</b></td> </tr> <tr> <td>Ambit Green Northeast 12 Month</td> <td>\$0</td> </tr> <tr> <td>Ambit Green Northeast Variable</td> <td>\$0</td> </tr> </table>	<b>Plan Name</b>	<b>Early Termination Fee</b>	Ambit Green Northeast 12 Month	\$0	Ambit Green Northeast Variable	\$0					
<b>Plan Name</b>	<b>Early Termination Fee</b>											
Ambit Green Northeast 12 Month	\$0											
Ambit Green Northeast Variable	\$0											
<b>Eligible Customer Types</b>	Residential and Small Commercial											
<b>Whom should I contact for more information?</b>	Visit <a href="http://ambitenergy.com">ambitenergy.com</a> , call (877) 282-6248 Monday - Sunday 8:00 a.m. - 11:00 p.m. ET or email us at <a href="mailto:ambitgreen@ambitenergy.com">ambitgreen@ambitenergy.com</a>											
<b>How will I be billed?</b>	Your green power charge will be included in your energy rate on your Ambit Energy bill.											
<b>How will the green power charge on my bill be calculated?</b>	Up to an additional 4 cents (\$.04) per kilowatt-hour (kWh) used will be added to your bill for the green renewable premium. The energy rate can vary depending on your plan details.											
<b>Example of total electricity bill with 100% green</b>	<p>The following is an example of an average monthly electricity bill and the additional green power charge for green participation based on monthly usage of 600 kWh. Actual bill may vary based on your actual electricity usage and energy rate.</p> <table border="0"> <tr> <td>Monthly Usage</td> <td>X</td> <td>Energy Rate with Green Power Charge</td> <td>=</td> <td>Monthly Energy Charges</td> </tr> <tr> <td>600 kWh</td> <td></td> <td>(\$0.10 + \$0.04)</td> <td></td> <td>\$84.00</td> </tr> </table>		Monthly Usage	X	Energy Rate with Green Power Charge	=	Monthly Energy Charges	600 kWh		(\$0.10 + \$0.04)		\$84.00
Monthly Usage	X	Energy Rate with Green Power Charge	=	Monthly Energy Charges								
600 kWh		(\$0.10 + \$0.04)		\$84.00								
<b>Fixed or Variable Rate</b>	Fixed rate plans will remain the same price for the number of months mentioned in plan name. Variable rate plan pricing may change month-to-month due to assessment of historic and projected supply and hedging costs, prior month's pricing and conditions in electricity market among other factors. Please see your contract documents for more information.											
<b>Will the green power charge change over time?</b>	We expect the green power charge for Ambit Energy to remain the same through June 2022. For more information on historical green power charges, please visit <a href="http://ambitenergy.com">ambitenergy.com</a> .											
<b>We plan on using the following renewable sources for this product.</b>	Wind (CT, NY, ME, VT, NH, MA, or RI)											
<b>What other fees might I be charged?</b>	Please see the pricing section on Terms of Service for more information. No additional fees apply for the green portion of your plan.											

From the time you receive this notification, you have three business days to change your mind about purchasing Ambit Green Northeast from Ambit Energy. You may cancel your agreement to purchase Ambit Green Northeast from Ambit Energy by calling (877) 282-6248 or writing P.O. Box 864589 Plano, TX 75086.

083121 \*Applicable to all green plans.

Product changes should be submitted two weeks prior to your meter read to take effect at the start of your next billing period.

**Ambit Northeast, LLC**  
**New Hampshire Electricity Service Area**  
**Commercial Disclosure Summary**

Product Name	Commercial 12 Month Term
Length of the Agreement	12 monthly billing cycles
Fixed Per kWh Price	xx.xx ¢/kWh
Charges	Your Ambit Energy charges will be calculated using the rate per kilowatt hour multiplied by your kilowatt hours used during the billing period.
Environmental Characteristics	No
Early Termination Fee	No
Late Payment Fee	No
Renewal Terms	You will receive a written notice at least forty-five (45) days prior to contract expiration. If you do not select a new plan or other service provider, or have your service returned to the utility at least 10 days before your current contract end date, your account will transition to our default month-to-month variable plan.

v.NHPSNHCommElecPrdTerm12Dis\_English



# Ambit Northeast, LLC New Hampshire Service Area

## Sales Agreement and Terms of Service

**VERSION DATE: DECEMBER 3, 2021**

Together with your Disclosure Summary ("Summary"), this is your Sales Agreement and Terms of Service for the purchase of electric generation supply service ("Service") from Ambit Northeast, LLC d/b/a Ambit Energy ("Ambit") ("Agreement"). Ambit is licensed as

**CONTACT INFORMATION:**

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy using the information below:

**AMBIT ENERGY**

ambitenergy.com

P.O. Box 864589  
Plano, TX 75086

Customer Service (877) 282-6248  
Fax (877) 805-5606  
Email NHCustomerCare@ambitenergy.com

**OPERATING HOURS:**

Monday - Sunday 8:00 a.m. - 11:00 p.m. ET

In the event of a power outage, please call your Local Distribution Company:

**EVERSOURCE ENERGY (FORMERLY PUBLIC SERVICE OF NEW HAMPSHIRE)**

Power Outage (800) 662-7764

**UNITIL**

Power Outage (888) 301-7700

**NEW HAMPSHIRE ELECTRIC CO-OP (NHEC)**

Power Outage (800) 698-2007

**LIBERTY UTILITIES**

Power Outage (855) 349-9455

**NEW HAMPSHIRE DEPARTMENT OF ENERGY**

21 S. Fruit St, Suite 10  
Concord, NH 03301

Main (800) 852-3793  
Fax (603) 271-3878  
energy-info@energy.nh.gov

a Competitive Electric Power Supplier ("CEPS") by the New Hampshire Department of Energy under license number DM 19-010 and will supply Service for your residence or business address enrolled under this Agreement. Ambit is not an agent of your electric distribution utility ("Utility"). In the event of a power outage, please contact your Utility. The words "we," "us," and "our" refer to Ambit, and the words "you" and "your" refer to the Customer. Either the Customer or Ambit may be referred to as a "party" or together the "parties." Please retain this Agreement for your records.

By enrolling for service with Ambit, you agree to be bound by this Agreement and pay for the Service Ambit provides to you under this Agreement.

The words "plan" and "product" have the same meaning throughout this Agreement.

**SERVICE TERM AND PLAN SELECTION:** Ambit agrees to sell and you agree to buy the quantity of electricity delivered to you, as measured or estimated by your Utility. The Term of this Agreement will become effective on the day your Service begins with Ambit, which coincides with your next available meter reading date after Ambit and your Utility processes your enrollment request, and: (i) for a fixed rate will continue for the Initial Term identified in your Summary and any applicable Renewal Term, or (ii) for a variable rate will continue month-to-month. Your Initial Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. The price of the product plan selected, which is identified in your Summary, includes charges for Ambit Service. Any applicable monthly recurring fees will also be disclosed in your Summary. You also agree to pay applicable Utility charges, surcharges, and state and local taxes, which are not included in your Ambit Service rate.

You understand and acknowledge that your plan selection at enrollment is subject to Ambit approval, based on the premise type and/or service class that was previously assigned to





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your account by your Utility. If the information received from the Utility does not match the requested Ambit product, you agree that Ambit may switch the product type to match information received from the Utility, which may be at a different rate or term length. You will receive written notice of the product's terms and conditions and will have the ability to exercise your right of rescission as described below (see "Rescission Period").

**SERVICE PRICE**

**FIXED RATE:** If you have selected a fixed rate, you will receive the fixed rate outlined in your Summary for your Initial Term. After your Initial Term, you will receive a month-to-month Variable Rate.

**WINTER BREAK SERVICE PLAN:** If you selected the winter break plan, you will receive a 50 percent discount off the Ambit energy supply charges for meter cycles beginning in November, December, January, and February (between November 1 and February 28). See the Winter Break Terms and Conditions for more details.

**VARIABLE RATE:** Variable rates are set in Ambit's discretion and may change from month-to-month at Ambit's discretion based on numerous factors, including, but not limited to, Ambit's assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle's pricing and balancing costs, customer retention or attrition, projected customer bill amounts, competitor pricing or "price to compare" and applicable pricing reset dates, and may include the following costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable renewable portfolio standards, and a profit margin determined in Ambit's discretion. **THE VARIABLE RATE MAY BE HIGHER OR LOWER THAN THE UTILITY'S SUPPLY RATE IN ANY GIVEN BILLING CYCLE. THERE IS NO LIMIT ON HOW MUCH YOUR RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT.** Your Variable Rate will not be directly based on market prices or an identified price index. You will not receive notice of your Variable Rate until your bill

is issued. There is no price cap or price floor for Variable Rates. It may take one or more billing cycles for a price variation to become effective. To view the maximum and minimum Variable Rate charged in the last 12 months visit [ambitenergy.com](http://ambitenergy.com) or call (877) 282-6248. Please note that historical pricing is not indicative of present or future pricing. Please visit [ambitenergy.com](http://ambitenergy.com) to access your Variable Rate applicable for the next billing cycle.

If you have selected Ambit's Guaranteed Savings Plan ("GSP") you will receive month-to-month variable rate that confers a special benefit to you if you remain on the plan for twenty-four (24) consecutive monthly billing cycles (the "Minimum Stay Requirement"). If you fulfill the Minimum Stay Requirement you will receive at least 1% savings compared to Utility supply rate for the same period of twenty-four (24) billing cycles ("Savings Guarantee"). If you cancel or otherwise do not fulfill the Minimum Stay Requirement, you will not be eligible to receive the Savings Guarantee. If you remain on this plan after your Minimum Stay Requirement, you will continue to be billed at a month-to-month variable rate and there will be no future guarantee of savings. You may always cancel or select a new product available at that time by contacting Ambit or logging onto your account management site at [ambitenergy.com](http://ambitenergy.com). The GSP calculation consists of comparing the applicable Utility's published supply rates to your Ambit supply rates for the same 24-month period ("Utility Calculation"), and subtracting from the Utility Calculation all applicable credits you have received, including but not limited to, Free Energy credits, courtesy credits, and Utility bill issuance credits to obtain your Savings Calculation. The Savings Calculation will be completed within three (3) months following the conclusion of the Minimum Stay Requirement, however, in some cases it may take longer. If the Savings Calculation indicates you are owed a refund to provide the Savings Guarantee, it will either be sent to you or applied to your account. Customers that are classified by their Utility as Res Heat or "Low Income Home Energy Assistance Program (LIHEAP)" do not qualify for GSP and the 1% savings guarantee will not be based on those rates. If you decide to enroll in a GSP, you will receive an analysis based on a comparison to the Utility standard, non-heat, residential rates.

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**CANCELLATION AND SWITCHING PROCEDURES:** You or Ambit may cancel this Agreement at any time. To request cancellation, contact your Utility or Ambit using one of the methods referenced in the Contact Information section above. You may also terminate this agreement by enrolling with another electricity supplier, or contacting your aggregator, if applicable. Cancellation will be effective on your next available meter reading date after Ambit and your Utility processes your cancellation request ("Cancellation Effective Date"). You agree to pay for the Service provided through your Cancellation Effective Date and may be subject to an early termination fee as identified on your Summary. Ambit reserves the right to cancel this Agreement (i) if your Utility is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your Utility and Ambit; or (iii) if the Utility removes you from their consolidated billing program and requires that Ambit bill you separately for your energy supply. This Agreement will be automatically terminated if: (i) your requested service location is not served by the Utility, (ii) if you move outside the Utility's territory, or outside Ambit's service area, or (iii) Ambit returns you to Utility service.

**RESCISSION PERIOD:** You may rescind this Agreement within five (5) business days from the date you electronically receive the terms of service; within six (6) business days from the postmarked date the terms of service agreement is sent to you by first class mail; within ten (10) business days from the date you, as a residential customer, electronically receives the terms of service, if you were enrolled through an in-person solicitation at your residence; or within eleven (11) business days from the postmarked date the terms of service Agreement is mailed to you by first class mail, if you were enrolled through an in-person solicitation at your residence. You may rescind by either calling Ambit at (877) 282-6248 Monday - Sunday, 8:00 a.m. - 11:00p.m. ET, using the email address shown in the "Contact Information" box on the first page of this Sales Agreement and Terms of Service, or in writing by U.S. mail to P.O. Box 864589, Plano, TX 75086. If you rescind via email or in writing via U.S. mail, please provide your name, address, phone number and a statement that you are rescinding your Agreement under the Right of Rescission.

**CONTRACT RENEWAL:** If you are on a Variable Rate, your Service will continue month-to-month. If you are on a Fixed Rate, you will receive notice at least forty-five (45) days prior to the end of your Initial Term. If you fail to take action to select a new product, after the Initial Term you will automatically continue Service on a month-to-month basis ("Renewal Term") at default Variable Rate product unless you select another Ambit product or supplier by the date provided for in your renewal notice. You may renew online by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248 or by faxing your request to renew your plan to (877) 805-5606. If renewing by fax, please state the product that you would like to renew, include your account number and sign the fax.

**BILLING AND PAYMENT:** Your Utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your Utility monthly bill will include Ambit Service charges, as well as applicable Utility charges related to electricity delivery, including but not limited to, transmission and distribution charges, system benefits charge, stranded cost recovery charge, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Ambit does not offer budget billing.

You will make payment directly to the Utility each month in accordance with the payment terms stated in the Utility's tariffs, unless it is necessary that Ambit bill you directly. You must pay each monthly bill in full by the date specified on the bill or be subject to late payment and interest charges by the Utility. In the event of failure to remit payment when due, Ambit will have the right to terminate your electricity supply service and seek suspension of distribution service. Your Utility may offer you a budget billing payment option. Ambit does not offer budget billing in New Hampshire.

**DEFAULT UTILITY SUPPLY SERVICE:** You understand that you are not required to choose a competitive supplier, and may continue to have the Utility supply your electricity.

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**COMMUNICATION OPTIONS:** Please specify your preferred means of communication for receiving required notices and contract documents from Ambit. The options to choose from are 1) email, and 2) U.S. mail. In addition, you may also choose to receive mobile messages for payment confirmation and future Ambit rate promotions. Please make your choice by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com) or calling Ambit Customer Care at (877) 282-6248.

**TAXES AND LAWS:** Except as otherwise provided in this Agreement or by law, any and all taxes of whatsoever kind, nature and description, due and payable with respect to customer's performance of its obligations under this Agreement, shall be paid by customer. The Parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**ENERGY ASSISTANCE PROGRAMS:** For assistance with paying your electricity bill, please contact the Community Action Program in your area.

Hillsborough and Rockingham Counties: Southern New Hampshire Services, Inc - (800) 322-1073

Belknap and Merrimack Counties: Community Action Program - (800) 856-5525

Cheshire and Sullivan Counties: Southwestern Community Services - (603) 542-9528

Coos, Carroll and Grafton Counties: Tri-County Community Action - (603) 752-7001

Visit [www.puc.nh.gov/Consumer/electricassistanceprogram.htm](http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm) for a full list of Community Action Agencies.

**ELIGIBILITY:** Ambit does not determine customer eligibility for pricing based on credit history, Utility payment data or credit score. Ambit does not deny service based on a customer's or applicant's race, creed, color, national origin, ancestry, sex, age, sexual orientation, gender identity, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

**INFORMATION RELEASE AUTHORIZATION:** By accepting this Agreement, you affirmatively consent to the Utility sharing billing and payment information with Ambit, including your participation in budget billing or extended payment arrangements. Ambit will not release your confidential information to any party without your written consent, except as otherwise permitted under Puc 2004.19. "Confidential information" means information that is collected as part of providing you electric services that can identify you, including your name, telephone number, address, account number, payment information, and electricity consumption.

**AGENCY:** Customer appoints Ambit as its agent to acquire supply necessary to meet your energy needs and contract for and administer transportation, transmission and related services over interstate facilities and those of the Utility needed to deliver energy to your service location. These services are provided on an arm's length basis and market-based compensation is included in the price noted in your Summary.

**SEVERABILITY:** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**DELAYS OR FAILURE TO EXERCISE RIGHTS:** No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the Parties with respect to the terms and conditions of this transaction. Any and all other agreements, understandings, and representations by and between the Parties with respect to the matters addressed herein are superseded by this Agreement.

**ACCEPTANCE AND AMENDMENTS:** This Agreement shall not become effective until accepted by Ambit. Ambit reserves the right to cancel this Agreement if you fail to maintain satisfactory credit standing as determined by Ambit. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such

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amendment at least forty-five (45) days prior to the effective date thereof. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

**FORCE MAJEURE:** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the Utility or any transportation or transmitting entity. If either Party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such Party shall give immediate written notice, to the maximum extent practicable, to the other Party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such Party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The Party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**ASSIGNMENT:** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit. Ambit may, with no less than fourteen (14) days written notice to you prior to the effective date, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; and, with no less than thirty (30) days written notice to you prior to the effective date, (b) transfer or assign this Agreement to an affiliate of Ambit; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit; and/or (d) transfer or assign this Agreement to

a certified Energy Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, customer agrees that Ambit shall have no further obligations hereunder. The written notice of assignment or transfer will include detailed information, important dates, and a description of your options, including your right to select another energy supplier without cost or penalty before the assignment or transfer occurs.

Within thirty (30) days of the effective date of the assignment or transfer, you will be refunded any applicable amounts owed.

**LIMITATIONS OF LIABILITY:** Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither Party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit. There are no third-party beneficiaries to this Agreement.

**REPRESENTATIONS AND WARRANTIES:** The energy service under this Agreement will meet the applicable Utility's standards and may be supplied from a variety of sources. Ambit makes no representations or warranties other than those expressly set forth in this Agreement, and Ambit expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**GOVERNING LAW:** This Agreement shall be governed by, enforced and performed in accordance with the rules of the New Hampshire Department of Energy, New Hampshire law and applicable federal law. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which shall have a detrimental economic impact upon Ambit's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit shall have the right to materially change this Agreement

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with thirty (30) days' notice to the customer. Upon receipt of written notice of a material change, customer may terminate this agreement prior to the date such change becomes effective without penalty.

**DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**SUMMARY:** Most customer concerns can be resolved by calling Customer Care at (877) 282-6248. Customers can also contact Ambit in writing at P.O. Box 864589, Plano, TX 75086. Customer disputes or complaints that are not resolved to the customer's satisfaction may be submitted to the Department of Energy Consumer Services and External Affairs Division ("CSEA") in writing at the address provided above or by calling (800) 852-3793, Monday through Friday, 8:00 a.m. to 4:30p.m. ET. Upon the filing of a complaint with the CSEA, either verbally or in writing, against Ambit, the customer authorizes the CSEA to begin an investigation. During an investigation, Ambit will provide any relevant information necessary to assist the CSEA in resolving the complaint. The customer or Ambit may request a hearing with the CSEA if dissatisfied with how the CSEA resolved the customer's complaint.

Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or, if applicable, as required by CSEA decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.**

In the unlikely event that Ambit's Customer Care department or the CSEA, is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts.

Arbitrators can award the same damages and relief that a court can award. **ANY**

**ARBITRATION UNDER THIS AGREEMENT WILL TAKEPLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

**ARBITRATION AGREEMENT**

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either Party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT**

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**TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A Party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 6555 Sierra Drive, Irving, TX 75039. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration Proceeding in New Hampshire. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled. You may download or copy a form Notice and a form to initiate arbitration at [www.ambitenergy.com/arbitration-forms](http://www.ambitenergy.com/arbitration-forms).

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at (800) 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [www.ambitenergy.com/arbitration-information](http://www.ambitenergy.com/arbitration-information).) The arbitrator is bound by the terms of this

Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit's last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you

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and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either Party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of

change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.

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**Commercial Disclosure Summary**

Product Name	Commercial Variable
Length of the Agreement	Month-to-month
Variable Per kWh Price for the first billing cycle	XX.XX ¢/kWh for your first monthly billing cycle.
Variable Price Components	<p>This is a variable rate agreement and your rate may change from month-to-month after the first billing cycle. No price ceiling exists. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market.</p> <p>Customer will receive notification of the price change when the customer receives the bill each month with that price. However, your next billing cycle rate will be available at least 5 days before the end of your current billing cycle by accessing the <i>New Hampshire Next Cycle Rate</i> link at the bottom of the <a href="http://ambitenergy.com">ambitenergy.com</a> homepage. Historical rates, showing the minimum and maximum for the last 12 months, are also available at the <i>New Hampshire Historical Rates</i> link in the View Residential Rates section in enrollment.</p>
Charges	Your Ambit Energy charges will be calculated using the rate per kilowatt hour multiplied by your kilowatt hours used during the billing period.
Environmental Characteristics	No
Early Termination Fee	No
Late Payment Fee	No
Renewal Terms	You can select an Ambit term or other variable product at any time. The service contract will automatically renew for successive one (1) month billing cycles until you select an Ambit product, or Ambit cancels the Agreement, you select another provider or have your service returned to the utility. Depending on when you select your new Ambit product, it may take one or more billing cycles for the plan to become effective.



# Ambit Northeast, LLC New Hampshire Service Area Sales Agreement and Terms of Service

**VERSION DATE: DECEMBER 3, 2021**

Together with your Disclosure Summary ("Summary"), this is your Sales Agreement and Terms of Service for the purchase of electric generation supply service ("Service") from Ambit Northeast, LLC d/b/a Ambit Energy ("Ambit") ("Agreement"). Ambit is licensed as

a Competitive Electric Power Supplier ("CEPS") by the New Hampshire Department of Energy under license number DM 19-010 and will supply Service for your residence or business address enrolled under this Agreement. Ambit is not an agent of your electric distribution utility ("Utility"). In the event of a power outage, please contact your Utility. The words "we," "us," and "our" refer to Ambit, and the words "you" and "your" refer to the Customer. Either the Customer or Ambit may be referred to as a "party" or together the "parties." Please retain this Agreement for your records.

By enrolling for service with Ambit, you agree to be bound by this Agreement and pay for the Service Ambit provides to you under this Agreement.

The words "plan" and "product" have the same meaning throughout this Agreement.

**SERVICE TERM AND PLAN SELECTION:** Ambit agrees to sell and you agree to buy the quantity of electricity delivered to you, as measured or estimated by your Utility. The Term of this Agreement will become effective on the day your Service begins with Ambit, which coincides with your next available meter reading date after Ambit and your Utility processes your enrollment request, and: (i) for a fixed rate will continue for the Initial Term identified in your Summary and any applicable Renewal Term, or (ii) for a variable rate will continue month-to-month. Your Initial Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. The price of the product plan selected, which is identified in your Summary, includes charges for Ambit Service. Any applicable monthly recurring fees will also be disclosed in your Summary. You also agree to pay applicable Utility charges, surcharges, and state and local taxes, which are not included in your Ambit Service rate.

You understand and acknowledge that your plan selection at enrollment is subject to Ambit approval, based on the premise type and/or service class that was previously assigned to

## **CONTACT INFORMATION:**

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy using the information below:

### **AMBIT ENERGY**

ambitenergy.com

P.O. Box 864589  
Plano, TX 75086

Customer Service (877) 282-6248  
Fax (877) 805-5606  
Email NHCustomerCare@ambitenergy.com

### **OPERATING HOURS:**

Monday - Sunday 8:00 a.m. - 11:00 p.m. ET

In the event of a power outage, please call your Local Distribution Company:

### **EVERSOURCE ENERGY (FORMERLY PUBLIC SERVICE OF NEW HAMPSHIRE)**

Power Outage (800) 662-7764

### **UNITIL**

Power Outage (888) 301-7700

### **NEW HAMPSHIRE ELECTRIC CO-OP (NHEC)**

Power Outage (800) 698-2007

### **LIBERTY UTILITIES**

Power Outage (855) 349-9455

### **NEW HAMPSHIRE DEPARTMENT OF ENERGY**

21 S. Fruit St, Suite 10  
Concord, NH 03301

Main (800) 852-3793  
Fax (603) 271-3878  
energy-info@energy.nh.gov



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your account by your Utility. If the information received from the Utility does not match the requested Ambit product, you agree that Ambit may switch the product type to match information received from the Utility, which may be at a different rate or term length. You will receive written notice of the product's terms and conditions and will have the ability to exercise your right of rescission as described below (see "Rescission Period").

**SERVICE PRICE**

**FIXED RATE:** If you have selected a fixed rate, you will receive the fixed rate outlined in your Summary for your Initial Term. After your Initial Term, you will receive a month-to-month Variable Rate.

**WINTER BREAK SERVICE PLAN:** If you selected the winter break plan, you will receive a 50 percent discount off the Ambit energy supply charges for meter cycles beginning in November, December, January, and February (between November 1 and February 28). See the Winter Break Terms and Conditions for more details.

**VARIABLE RATE:** Variable rates are set in Ambit's discretion and may change from month-to-month at Ambit's discretion based on numerous factors, including, but not limited to, Ambit's assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle's pricing and balancing costs, customer retention or attrition, projected customer bill amounts, competitor pricing or "price to compare" and applicable pricing reset dates, and may include the following costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable renewable portfolio standards, and a profit margin determined in Ambit's discretion. **THE VARIABLE RATE MAY BE HIGHER OR LOWER THAN THE UTILITY'S SUPPLY RATE IN ANY GIVEN BILLING CYCLE. THERE IS NO LIMIT ON HOW MUCH YOUR RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT.** Your Variable Rate will not be directly based on market prices or an identified price index. You will not receive notice of your Variable Rate until your bill

is issued. There is no price cap or price floor for Variable Rates. It may take one or more billing cycles for a price variation to become effective. To view the maximum and minimum Variable Rate charged in the last 12 months visit [ambitenergy.com](http://ambitenergy.com) or call (877) 282-6248. Please note that historical pricing is not indicative of present or future pricing. Please visit [ambitenergy.com](http://ambitenergy.com) to access your Variable Rate applicable for the next billing cycle.

If you have selected Ambit's Guaranteed Savings Plan ("GSP") you will receive month-to-month variable rate that confers a special benefit to you if you remain on the plan for twenty-four (24) consecutive monthly billing cycles (the "Minimum Stay Requirement"). If you fulfill the Minimum Stay Requirement you will receive at least 1% savings compared to Utility supply rate for the same period of twenty-four (24) billing cycles ("Savings Guarantee"). If you cancel or otherwise do not fulfill the Minimum Stay Requirement, you will not be eligible to receive the Savings Guarantee. If you remain on this plan after your Minimum Stay Requirement, you will continue to be billed at a month-to-month variable rate and there will be no future guarantee of savings. You may always cancel or select a new product available at that time by contacting Ambit or logging onto your account management site at [ambitenergy.com](http://ambitenergy.com). The GSP calculation consists of comparing the applicable Utility's published supply rates to your Ambit supply rates for the same 24-month period ("Utility Calculation"), and subtracting from the Utility Calculation all applicable credits you have received, including but not limited to, Free Energy credits, courtesy credits, and Utility bill issuance credits to obtain your Savings Calculation. The Savings Calculation will be completed within three (3) months following the conclusion of the Minimum Stay Requirement, however, in some cases it may take longer. If the Savings Calculation indicates you are owed a refund to provide the Savings Guarantee, it will either be sent to you or applied to your account. Customers that are classified by their Utility as Res Heat or "Low Income Home Energy Assistance Program (LIHEAP)" do not qualify for GSP and the 1% savings guarantee will not be based on those rates. If you decide to enroll in a GSP, you will receive an analysis based on a comparison to the Utility standard, non-heat, residential rates.

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**CANCELLATION AND SWITCHING PROCEDURES:** You or Ambit may cancel this Agreement at any time. To request cancellation, contact your Utility or Ambit using one of the methods referenced in the Contact Information section above. You may also terminate this agreement by enrolling with another electricity supplier, or contacting your aggregator, if applicable. Cancellation will be effective on your next available meter reading date after Ambit and your Utility processes your cancellation request ("Cancellation Effective Date"). You agree to pay for the Service provided through your Cancellation Effective Date and may be subject to an early termination fee as identified on your Summary. Ambit reserves the right to cancel this Agreement (i) if your Utility is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your Utility and Ambit; or (iii) if the Utility removes you from their consolidated billing program and requires that Ambit bill you separately for your energy supply. This Agreement will be automatically terminated if: (i) your requested service location is not served by the Utility, (ii) if you move outside the Utility's territory, or outside Ambit's service area, or (iii) Ambit returns you to Utility service.

**RESCISSION PERIOD:** You may rescind this Agreement within five (5) business days from the date you electronically receive the terms of service; within six (6) business days from the postmarked date the terms of service agreement is sent to you by first class mail; within ten (10) business days from the date you, as a residential customer, electronically receives the terms of service, if you were enrolled through an in-person solicitation at your residence; or within eleven (11) business days from the postmarked date the terms of service Agreement is mailed to you by first class mail, if you were enrolled through an in-person solicitation at your residence. You may rescind by either calling Ambit at (877) 282-6248 Monday - Sunday, 8:00 a.m. - 11:00p.m. ET, using the email address shown in the "Contact Information" box on the first page of this Sales Agreement and Terms of Service, or in writing by U.S. mail to P.O. Box 864589, Plano, TX 75086. If you rescind via email or in writing via U.S. mail, please provide your name, address, phone number and a statement that you are rescinding your Agreement under the Right of Rescission.

**CONTRACT RENEWAL:** If you are on a Variable Rate, your Service will continue month-to-month. If you are on a Fixed Rate, you will receive notice at least forty-five (45) days prior to the end of your Initial Term. If you fail to take action to select a new product, after the Initial Term you will automatically continue Service on a month-to-month basis ("Renewal Term") at default Variable Rate product unless you select another Ambit product or supplier by the date provided for in your renewal notice. You may renew online by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248 or by faxing your request to renew your plan to (877) 805-5606. If renewing by fax, please state the product that you would like to renew, include your account number and sign the fax.

**BILLING AND PAYMENT:** Your Utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your Utility monthly bill will include Ambit Service charges, as well as applicable Utility charges related to electricity delivery, including but not limited to, transmission and distribution charges, system benefits charge, stranded cost recovery charge, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Ambit does not offer budget billing.

You will make payment directly to the Utility each month in accordance with the payment terms stated in the Utility's tariffs, unless it is necessary that Ambit bill you directly. You must pay each monthly bill in full by the date specified on the bill or be subject to late payment and interest charges by the Utility. In the event of failure to remit payment when due, Ambit will have the right to terminate your electricity supply service and seek suspension of distribution service. Your Utility may offer you a budget billing payment option. Ambit does not offer budget billing in New Hampshire.

**DEFAULT UTILITY SUPPLY SERVICE:** You understand that you are not required to choose a competitive supplier, and may continue to have the Utility supply your electricity.

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**COMMUNICATION OPTIONS:** Please specify your preferred means of communication for receiving required notices and contract documents from Ambit. The options to choose from are 1) email, and 2) U.S. mail. In addition, you may also choose to receive mobile messages for payment confirmation and future Ambit rate promotions. Please make your choice by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com) or calling Ambit Customer Care at (877) 282-6248.

**TAXES AND LAWS:** Except as otherwise provided in this Agreement or by law, any and all taxes of whatsoever kind, nature and description, due and payable with respect to customer's performance of its obligations under this Agreement, shall be paid by customer. The Parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**ENERGY ASSISTANCE PROGRAMS:** For assistance with paying your electricity bill, please contact the Community Action Program in your area.

Hillsborough and Rockingham Counties: Southern New Hampshire Services, Inc - (800) 322-1073

Belknap and Merrimack Counties: Community Action Program - (800) 856-5525

Cheshire and Sullivan Counties: Southwestern Community Services - (603) 542-9528

Coos, Carroll and Grafton Counties: Tri-County Community Action - (603) 752-7001

Visit [www.puc.nh.gov/Consumer/electricassistanceprogram.htm](http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm) for a full list of Community Action Agencies.

**ELIGIBILITY:** Ambit does not determine customer eligibility for pricing based on credit history, Utility payment data or credit score. Ambit does not deny service based on a customer's or applicant's race, creed, color, national origin, ancestry, sex, age, sexual orientation, gender identity, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

**INFORMATION RELEASE AUTHORIZATION:** By accepting this Agreement, you affirmatively consent to the Utility sharing billing and payment information with Ambit, including your participation in budget billing or extended payment arrangements. Ambit will not release your confidential information to any party without your written consent, except as otherwise permitted under Puc 2004.19. "Confidential information" means information that is collected as part of providing you electric services that can identify you, including your name, telephone number, address, account number, payment information, and electricity consumption.

**AGENCY:** Customer appoints Ambit as its agent to acquire supply necessary to meet your energy needs and contract for and administer transportation, transmission and related services over interstate facilities and those of the Utility needed to deliver energy to your service location. These services are provided on an arm's length basis and market-based compensation is included in the price noted in your Summary.

**SEVERABILITY:** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**DELAYS OR FAILURE TO EXERCISE RIGHTS:** No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the Parties with respect to the terms and conditions of this transaction. Any and all other agreements, understandings, and representations by and between the Parties with respect to the matters addressed herein are superseded by this Agreement.

**ACCEPTANCE AND AMENDMENTS:** This Agreement shall not become effective until accepted by Ambit. Ambit reserves the right to cancel this Agreement if you fail to maintain satisfactory credit standing as determined by Ambit. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such

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amendment at least forty-five (45) days prior to the effective date thereof. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

**FORCE MAJEURE:** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the Utility or any transportation or transmitting entity. If either Party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such Party shall give immediate written notice, to the maximum extent practicable, to the other Party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such Party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The Party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**ASSIGNMENT:** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit. Ambit may, with no less than fourteen (14) days written notice to you prior to the effective date, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; and, with no less than thirty (30) days written notice to you prior to the effective date, (b) transfer or assign this Agreement to an affiliate of Ambit; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit; and/or (d) transfer or assign this Agreement to

a certified Energy Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, customer agrees that Ambit shall have no further obligations hereunder. The written notice of assignment or transfer will include detailed information, important dates, and a description of your options, including your right to select another energy supplier without cost or penalty before the assignment or transfer occurs.

Within thirty (30) days of the effective date of the assignment or transfer, you will be refunded any applicable amounts owed.

**LIMITATIONS OF LIABILITY:** Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither Party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit. There are no third-party beneficiaries to this Agreement.

**REPRESENTATIONS AND WARRANTIES:** The energy service under this Agreement will meet the applicable Utility's standards and may be supplied from a variety of sources. Ambit makes no representations or warranties other than those expressly set forth in this Agreement, and Ambit expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**GOVERNING LAW:** This Agreement shall be governed by, enforced and performed in accordance with the rules of the New Hampshire Department of Energy, New Hampshire law and applicable federal law. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which shall have a detrimental economic impact upon Ambit's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit shall have the right to materially change this Agreement

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with thirty (30) days' notice to the customer. Upon receipt of written notice of a material change, customer may terminate this agreement prior to the date such change becomes effective without penalty.

**DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**SUMMARY:** Most customer concerns can be resolved by calling Customer Care at (877) 282-6248. Customers can also contact Ambit in writing at P.O. Box 864589, Plano, TX 75086. Customer disputes or complaints that are not resolved to the customer's satisfaction may be submitted to the Department of Energy Consumer Services and External Affairs Division ("CSEA") in writing at the address provided above or by calling (800) 852-3793, Monday through Friday, 8:00 a.m. to 4:30p.m. ET. Upon the filing of a complaint with the CSEA, either verbally or in writing, against Ambit, the customer authorizes the CSEA to begin an investigation. During an investigation, Ambit will provide any relevant information necessary to assist the CSEA in resolving the complaint. The customer or Ambit may request a hearing with the CSEA if dissatisfied with how the CSEA resolved the customer's complaint.

Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or, if applicable, as required by CSEA decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.**

In the unlikely event that Ambit's Customer Care department or the CSEA, is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts.

Arbitrators can award the same damages and relief that a court can award. **ANY**

**ARBITRATION UNDER THIS AGREEMENT WILL TAKEPLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

**ARBITRATION AGREEMENT**

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either Party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT**

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**TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A Party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 6555 Sierra Drive, Irving, TX 75039. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration Proceeding in New Hampshire. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled. You may download or copy a form Notice and a form to initiate arbitration at [www.ambitenergy.com/arbitration-forms](http://www.ambitenergy.com/arbitration-forms).

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at (800) 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [www.ambitenergy.com/arbitration-information](http://www.ambitenergy.com/arbitration-information).) The arbitrator is bound by the terms of this

Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit's last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you

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and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either Party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of

change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.



# NH Commercial Variable Rate History

## Eversource Energy NH - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast Commercial Variable	
Month	Average Rate/kwh
Jan 2022	0.1089
Dec 2021	0.1044
Nov 2021	0.0992
Oct 2021	0.0968
Sep 2021	0.0968
Aug 2021	0.0806
Jul 2021	0.0750
Jun 2021	0.0750
May 2021	0.0750
Apr 2021	0.0750
Mar 2021	0.0750
Feb 2021	0.0767
Jan 2021	0.0794

White Mountain Commercial Variable	
Month	Average Rate/kwh
Jan 2022	0.0989
Dec 2021	0.0950
Nov 2021	0.0900
Oct 2021	0.0874
Sep 2021	0.0874
Aug 2021	0.0712
Jul 2021	0.0656
Jun 2021	0.0656
May 2021	0.0656
Apr 2021	0.0656
Mar 2021	0.0656
Feb 2021	0.0673
Jan 2021	0.0700

Last 12 Months
Minimum Price: 0.075
Maximum Price: 0.1089

Last 12 Months
Minimum Price: 0.0656
Maximum Price: 0.0989

# NH Commercial Variable Rate History

## Liberty Utilities - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Commercial Variable	
Month	Average Rate/kwh
Jan 2022	0.1008
Dec 2021	0.0998
Nov 2021	0.0956
Oct 2021	0.0925
Sep 2021	0.0784
Aug 2021	0.0732
Jul 2021	0.0732
Jun 2021	0.0751
May 2021	0.0768
Apr 2021	0.0750
Mar 2021	0.0728
Feb 2021	0.0746
Jan 2021	0.0775

NH Small Commercial Variable	
Month	Average Rate/kwh
Jan 2022	0.0942
Dec 2021	0.0910
Nov 2021	0.0860
Oct 2021	0.0832
Sep 2021	0.0686
Aug 2021	0.0632
Jul 2021	0.0632
Jun 2021	0.0632
May 2021	0.0632
Apr 2021	0.0632
Mar 2021	0.0632
Feb 2021	0.0649
Jan 2021	0.0675

Last 12 Months
Minimum Price: 0.0728
Maximum Price: 0.1008

Last 12 Months
Minimum Price: 0.0632
Maximum Price: 0.0942



# NH Commercial Variable Rate History

## New Hampshire Electric Co-op

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Commercial Variable	
Month	Average Rate/kwh
Jan 2022	0.1159
Dec 2021	0.1159
Nov 2021	0.1004
Oct 2021	0.0868
Sep 2021	0.0868
Aug 2021	0.0868
Jul 2021	0.0868
Jun 2021	0.0868
May 2021	0.0868
Apr 2021	0.0868
Mar 2021	0.0868
Feb 2021	0.0868
Jan 2021	0.0868

NH Small Commercial Variable	
Month	Average Rate/kwh
Jan 2022	0.1109
Dec 2021	0.1109
Nov 2021	0.0931
Oct 2021	0.0775
Sep 2021	0.0775
Aug 2021	0.0775
Jul 2021	0.0775
Jun 2021	0.0775
May 2021	0.0775
Apr 2021	0.0775
Mar 2021	0.0775
Feb 2021	0.0775
Jan 2021	0.0775

Last 12 Months
Minimum Price: 0.0868
Maximum Price: 0.1159

Last 12 Months
Minimum Price: 0.0775
Maximum Price: 0.1109



# NH Commercial Variable Rate History

## Unitil - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Commercial Variable	
Month	Average Rate/kwh
Jan 2022	0.1449
Dec 2021	0.0984
Nov 2021	0.0700
Oct 2021	0.0603
Sep 2021	0.0630
Aug 2021	0.0762
Jul 2021	0.0671
Jun 2021	0.0708
May 2021	0.0793
Apr 2021	0.0943
Mar 2021	0.1112
Feb 2021	0.1024
Jan 2021	0.0930

NH Small Commercial Variable	
Month	Average Rate/kwh
Jan 2022	0.1299
Dec 2021	0.0873
Nov 2021	0.0608
Oct 2021	0.0509
Sep 2021	0.0536
Aug 2021	0.0669
Jul 2021	0.0577
Jun 2021	0.0614
May 2021	0.0699
Apr 2021	0.0849
Mar 2021	0.1018
Feb 2021	0.0959
Jan 2021	0.0875

Last 12 Months
Minimum Price: 0.0603
Maximum Price: 0.1449

Last 12 Months
Minimum Price: 0.0509
Maximum Price: 0.1299



**Ambit Northeast, LLC**  
**New Hampshire Electricity Service Area**  
**Residential Disclosure Summary**

Product Name	Ambit Green Northeast - Variable
Length of the Agreement	Month-to-month
Variable Per kWh Price for the first billing cycle	XX.XXXX ¢/kWh for your first monthly billing cycle.
Variable Price Components	<p>This is a variable rate agreement and your rate may change from month-to-month after the first billing cycle. No price ceiling exists. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market.</p> <p>Customer will receive notification of the price change when the customer receives the bill each month with that price. However, your next billing cycle rate will be available at least 5 days before the end of your current billing cycle by accessing the <i>New Hampshire Next Cycle Rate</i> link at the bottom of the <a href="http://ambitenergy.com">ambitenergy.com</a> homepage. Historical rates, showing the minimum and maximum for the last 12 months, are also available at the <i>New Hampshire Historical Rates</i> link in the View Residential Rates section in enrollment.</p>
Charges	Your Ambit Energy charges will be calculated using the rate per kilowatt hour multiplied by your kilowatt hours used during the billing period.
Environmental Characteristics	Yes, 100% of electricity used comes from renewable sources.
Early Termination Fee	No
Late Payment Fee	No
Renewal Terms	You can select an Ambit term or other variable product at any time. The service contract will automatically renew for successive one (1) month billing cycles until you select an Ambit product, or Ambit cancels the Agreement, you select another provider or have your service returned to the utility. Depending on when you select your new Ambit product, it may take one or more billing cycles for the plan to become effective.
Electricity Assistance Programs	Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.

# Ambit Northeast, LLC New Hampshire Service Area Sales Agreement and Terms of Service

**VERSION DATE: DECEMBER 3, 2021**

Together with your Disclosure Summary ("Summary"), this is your Sales Agreement and Terms of Service for the purchase of electric generation supply service ("Service") from Ambit Northeast, LLC d/b/a Ambit Energy ("Ambit") ("Agreement"). Ambit is licensed as

a Competitive Electric Power Supplier ("CEPS") by the New Hampshire Department of Energy under license number DM 19-010 and will supply Service for your residence or business address enrolled under this Agreement. Ambit is not an agent of your electric distribution utility ("Utility"). In the event of a power outage, please contact your Utility. The words "we," "us," and "our" refer to Ambit, and the words "you" and "your" refer to the Customer. Either the Customer or Ambit may be referred to as a "party" or together the "parties." Please retain this Agreement for your records.

By enrolling for service with Ambit, you agree to be bound by this Agreement and pay for the Service Ambit provides to you under this Agreement.

The words "plan" and "product" have the same meaning throughout this Agreement.

**SERVICE TERM AND PLAN SELECTION:** Ambit agrees to sell and you agree to buy the quantity of electricity delivered to you, as measured or estimated by your Utility. The Term of this Agreement will become effective on the day your Service begins with Ambit, which coincides with your next available meter reading date after Ambit and your Utility processes your enrollment request, and: (i) for a fixed rate will continue for the Initial Term identified in your Summary and any applicable Renewal Term, or (ii) for a variable rate will continue month-to-month. Your Initial Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. The price of the product plan selected, which is identified in your Summary, includes charges for Ambit Service. Any applicable monthly recurring fees will also be disclosed in your Summary. You also agree to pay applicable Utility charges, surcharges, and state and local taxes, which are not included in your Ambit Service rate.

You understand and acknowledge that your plan selection at enrollment is subject to Ambit approval, based on the premise type and/or service class that was previously assigned to

## **CONTACT INFORMATION:**

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy using the information below:

### **AMBIT ENERGY**

ambitenergy.com

P.O. Box 864589  
Plano, TX 75086

Customer Service (877) 282-6248  
Fax (877) 805-5606  
Email NHCustomerCare@ambitenergy.com

### **OPERATING HOURS:**

Monday - Sunday 8:00 a.m. - 11:00 p.m. ET

In the event of a power outage, please call your Local Distribution Company:

### **EVERSOURCE ENERGY (FORMERLY PUBLIC SERVICE OF NEW HAMPSHIRE)**

Power Outage (800) 662-7764

### **UNITIL**

Power Outage (888) 301-7700

### **NEW HAMPSHIRE ELECTRIC CO-OP (NHEC)**

Power Outage (800) 698-2007

### **LIBERTY UTILITIES**

Power Outage (855) 349-9455

### **NEW HAMPSHIRE DEPARTMENT OF ENERGY**

21 S. Fruit St, Suite 10  
Concord, NH 03301

Main (800) 852-3793  
Fax (603) 271-3878  
energy-info@energy.nh.gov



## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

your account by your Utility. If the information received from the Utility does not match the requested Ambit product, you agree that Ambit may switch the product type to match information received from the Utility, which may be at a different rate or term length. You will receive written notice of the product's terms and conditions and will have the ability to exercise your right of rescission as described below (see "Rescission Period").

### SERVICE PRICE

**FIXED RATE:** If you have selected a fixed rate, you will receive the fixed rate outlined in your Summary for your Initial Term. After your Initial Term, you will receive a month-to-month Variable Rate.

**WINTER BREAK SERVICE PLAN:** If you selected the winter break plan, you will receive a 50 percent discount off the Ambit energy supply charges for meter cycles beginning in November, December, January, and February (between November 1 and February 28). See the Winter Break Terms and Conditions for more details.

**VARIABLE RATE:** Variable rates are set in Ambit's discretion and may change from month-to-month at Ambit's discretion based on numerous factors, including, but not limited to, Ambit's assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle's pricing and balancing costs, customer retention or attrition, projected customer bill amounts, competitor pricing or "price to compare" and applicable pricing reset dates, and may include the following costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable renewable portfolio standards, and a profit margin determined in Ambit's discretion. **THE VARIABLE RATE MAY BE HIGHER OR LOWER THAN THE UTILITY'S SUPPLY RATE IN ANY GIVEN BILLING CYCLE. THERE IS NO LIMIT ON HOW MUCH YOUR RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT.** Your Variable Rate will not be directly based on market prices or an identified price index. You will not receive notice of your Variable Rate until your bill

is issued. There is no price cap or price floor for Variable Rates. It may take one or more billing cycles for a price variation to become effective. To view the maximum and minimum Variable Rate charged in the last 12 months visit [ambitenergy.com](http://ambitenergy.com) or call (877) 282-6248. Please note that historical pricing is not indicative of present or future pricing. Please visit [ambitenergy.com](http://ambitenergy.com) to access your Variable Rate applicable for the next billing cycle.

If you have selected Ambit's Guaranteed Savings Plan ("GSP") you will receive month-to-month variable rate that confers a special benefit to you if you remain on the plan for twenty-four (24) consecutive monthly billing cycles (the "Minimum Stay Requirement"). If you fulfill the Minimum Stay Requirement you will receive at least 1% savings compared to Utility supply rate for the same period of twenty-four (24) billing cycles ("Savings Guarantee"). If you cancel or otherwise do not fulfill the Minimum Stay Requirement, you will not be eligible to receive the Savings Guarantee. If you remain on this plan after your Minimum Stay Requirement, you will continue to be billed at a month-to-month variable rate and there will be no future guarantee of savings. You may always cancel or select a new product available at that time by contacting Ambit or logging onto your account management site at [ambitenergy.com](http://ambitenergy.com). The GSP calculation consists of comparing the applicable Utility's published supply rates to your Ambit supply rates for the same 24-month period ("Utility Calculation"), and subtracting from the Utility Calculation all applicable credits you have received, including but not limited to, Free Energy credits, courtesy credits, and Utility bill issuance credits to obtain your Savings Calculation. The Savings Calculation will be completed within three (3) months following the conclusion of the Minimum Stay Requirement, however, in some cases it may take longer. If the Savings Calculation indicates you are owed a refund to provide the Savings Guarantee, it will either be sent to you or applied to your account. Customers that are classified by their Utility as Res Heat or "Low Income Home Energy Assistance Program (LIHEAP)" do not qualify for GSP and the 1% savings guarantee will not be based on those rates. If you decide to enroll in a GSP, you will receive an analysis based on a comparison to the Utility standard, non-heat, residential rates.

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**CANCELLATION AND SWITCHING PROCEDURES:** You or Ambit may cancel this Agreement at any time. To request cancellation, contact your Utility or Ambit using one of the methods referenced in the Contact Information section above. You may also terminate this agreement by enrolling with another electricity supplier, or contacting your aggregator, if applicable. Cancellation will be effective on your next available meter reading date after Ambit and your Utility processes your cancellation request ("Cancellation Effective Date"). You agree to pay for the Service provided through your Cancellation Effective Date and may be subject to an early termination fee as identified on your Summary. Ambit reserves the right to cancel this Agreement (i) if your Utility is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your Utility and Ambit; or (iii) if the Utility removes you from their consolidated billing program and requires that Ambit bill you separately for your energy supply. This Agreement will be automatically terminated if: (i) your requested service location is not served by the Utility, (ii) if you move outside the Utility's territory, or outside Ambit's service area, or (iii) Ambit returns you to Utility service.

**RESCISSION PERIOD:** You may rescind this Agreement within five (5) business days from the date you electronically receive the terms of service; within six (6) business days from the postmarked date the terms of service agreement is sent to you by first class mail; within ten (10) business days from the date you, as a residential customer, electronically receives the terms of service, if you were enrolled through an in-person solicitation at your residence; or within eleven (11) business days from the postmarked date the terms of service Agreement is mailed to you by first class mail, if you were enrolled through an in-person solicitation at your residence. You may rescind by either calling Ambit at (877) 282-6248 Monday - Sunday, 8:00 a.m. - 11:00p.m. ET, using the email address shown in the "Contact Information" box on the first page of this Sales Agreement and Terms of Service, or in writing by U.S. mail to P.O. Box 864589, Plano, TX 75086. If you rescind via email or in writing via U.S. mail, please provide your name, address, phone number and a statement that you are rescinding your Agreement under the Right of Rescission.

**CONTRACT RENEWAL:** If you are on a Variable Rate, your Service will continue month-to-month. If you are on a Fixed Rate, you will receive notice at least forty-five (45) days prior to the end of your Initial Term. If you fail to take action to select a new product, after the Initial Term you will automatically continue Service on a month-to-month basis ("Renewal Term") at default Variable Rate product unless you select another Ambit product or supplier by the date provided for in your renewal notice. You may renew online by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248 or by faxing your request to renew your plan to (877) 805-5606. If renewing by fax, please state the product that you would like to renew, include your account number and sign the fax.

**BILLING AND PAYMENT:** Your Utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your Utility monthly bill will include Ambit Service charges, as well as applicable Utility charges related to electricity delivery, including but not limited to, transmission and distribution charges, system benefits charge, stranded cost recovery charge, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Ambit does not offer budget billing.

You will make payment directly to the Utility each month in accordance with the payment terms stated in the Utility's tariffs, unless it is necessary that Ambit bill you directly. You must pay each monthly bill in full by the date specified on the bill or be subject to late payment and interest charges by the Utility. In the event of failure to remit payment when due, Ambit will have the right to terminate your electricity supply service and seek suspension of distribution service. Your Utility may offer you a budget billing payment option. Ambit does not offer budget billing in New Hampshire.

**DEFAULT UTILITY SUPPLY SERVICE:** You understand that you are not required to choose a competitive supplier, and may continue to have the Utility supply your electricity.



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**COMMUNICATION OPTIONS:** Please specify your preferred means of communication for receiving required notices and contract documents from Ambit. The options to choose from are 1) email, and 2) U.S. mail. In addition, you may also choose to receive mobile messages for payment confirmation and future Ambit rate promotions. Please make your choice by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com) or calling Ambit Customer Care at (877) 282-6248.

**TAXES AND LAWS:** Except as otherwise provided in this Agreement or by law, any and all taxes of whatsoever kind, nature and description, due and payable with respect to customer's performance of its obligations under this Agreement, shall be paid by customer. The Parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**ENERGY ASSISTANCE PROGRAMS:** For assistance with paying your electricity bill, please contact the Community Action Program in your area.

Hillsborough and Rockingham Counties: Southern New Hampshire Services, Inc - (800) 322-1073

Belknap and Merrimack Counties: Community Action Program - (800) 856-5525

Cheshire and Sullivan Counties: Southwestern Community Services - (603) 542-9528

Coos, Carroll and Grafton Counties: Tri-County Community Action - (603) 752-7001

Visit [www.puc.nh.gov/Consumer/electricassistanceprogram.htm](http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm) for a full list of Community Action Agencies.

**ELIGIBILITY:** Ambit does not determine customer eligibility for pricing based on credit history, Utility payment data or credit score. Ambit does not deny service based on a customer's or applicant's race, creed, color, national origin, ancestry, sex, age, sexual orientation, gender identity, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

**INFORMATION RELEASE AUTHORIZATION:** By accepting this Agreement, you affirmatively consent to the Utility sharing billing and payment information with Ambit, including your participation in budget billing or extended payment arrangements. Ambit will not release your confidential information to any party without your written consent, except as otherwise permitted under Puc 2004.19. "Confidential information" means information that is collected as part of providing you electric services that can identify you, including your name, telephone number, address, account number, payment information, and electricity consumption.

**AGENCY:** Customer appoints Ambit as its agent to acquire supply necessary to meet your energy needs and contract for and administer transportation, transmission and related services over interstate facilities and those of the Utility needed to deliver energy to your service location. These services are provided on an arm's length basis and market-based compensation is included in the price noted in your Summary.

**SEVERABILITY:** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**DELAYS OR FAILURE TO EXERCISE RIGHTS:** No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the Parties with respect to the terms and conditions of this transaction. Any and all other agreements, understandings, and representations by and between the Parties with respect to the matters addressed herein are superseded by this Agreement.

**ACCEPTANCE AND AMENDMENTS:** This Agreement shall not become effective until accepted by Ambit. Ambit reserves the right to cancel this Agreement if you fail to maintain satisfactory credit standing as determined by Ambit. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such

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amendment at least forty-five (45) days prior to the effective date thereof. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

**FORCE MAJEURE:** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the Utility or any transportation or transmitting entity. If either Party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such Party shall give immediate written notice, to the maximum extent practicable, to the other Party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such Party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The Party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**ASSIGNMENT:** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit. Ambit may, with no less than fourteen (14) days written notice to you prior to the effective date, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; and, with no less than thirty (30) days written notice to you prior to the effective date, (b) transfer or assign this Agreement to an affiliate of Ambit; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit; and/or (d) transfer or assign this Agreement to

a certified Energy Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, customer agrees that Ambit shall have no further obligations hereunder. The written notice of assignment or transfer will include detailed information, important dates, and a description of your options, including your right to select another energy supplier without cost or penalty before the assignment or transfer occurs.

Within thirty (30) days of the effective date of the assignment or transfer, you will be refunded any applicable amounts owed.

**LIMITATIONS OF LIABILITY:** Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither Party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit. There are no third-party beneficiaries to this Agreement.

**REPRESENTATIONS AND WARRANTIES:** The energy service under this Agreement will meet the applicable Utility's standards and may be supplied from a variety of sources. Ambit makes no representations or warranties other than those expressly set forth in this Agreement, and Ambit expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**GOVERNING LAW:** This Agreement shall be governed by, enforced and performed in accordance with the rules of the New Hampshire Department of Energy, New Hampshire law and applicable federal law. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which shall have a detrimental economic impact upon Ambit's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit shall have the right to materially change this Agreement

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with thirty (30) days' notice to the customer. Upon receipt of written notice of a material change, customer may terminate this agreement prior to the date such change becomes effective without penalty.

**DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**SUMMARY:** Most customer concerns can be resolved by calling Customer Care at (877) 282-6248. Customers can also contact Ambit in writing at P.O. Box 864589, Plano, TX 75086. Customer disputes or complaints that are not resolved to the customer's satisfaction may be submitted to the Department of Energy Consumer Services and External Affairs Division ("CSEA") in writing at the address provided above or by calling (800) 852-3793, Monday through Friday, 8:00 a.m. to 4:30p.m. ET. Upon the filing of a complaint with the CSEA, either verbally or in writing, against Ambit, the customer authorizes the CSEA to begin an investigation. During an investigation, Ambit will provide any relevant information necessary to assist the CSEA in resolving the complaint. The customer or Ambit may request a hearing with the CSEA if dissatisfied with how the CSEA resolved the customer's complaint.

Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or, if applicable, as required by CSEA decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.**

In the unlikely event that Ambit's Customer Care department or the CSEA, is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts.

Arbitrators can award the same damages and relief that a court can award. **ANY**

**ARBITRATION UNDER THIS AGREEMENT WILL TAKEPLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

**ARBITRATION AGREEMENT**

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either Party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT**

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**TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A Party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 6555 Sierra Drive, Irving, TX 75039. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration Proceeding in New Hampshire. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled. You may download or copy a form Notice and a form to initiate arbitration at [www.ambitenergy.com/arbitration-forms](http://www.ambitenergy.com/arbitration-forms).

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at (800) 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [www.ambitenergy.com/arbitration-information](http://www.ambitenergy.com/arbitration-information).) The arbitrator is bound by the terms of this

Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit's last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you

**Ambit Northeast, LLC**  
**New Hampshire Service Area**  
Terms of Service

and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either Party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of

change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.

# Northeast Product Content Label



Ambit Green Northeast products are certified by Green-e® Energy and match 100% of your monthly electricity usage. The table below provides the Ambit Green Northeast renewable resource mix in 2020, as well as the projected resource mix for 2021.

## Product Content Label

Renewable Energy Source	2020 Historical mix (location)	2021 Projected mix (locations)
Wind	13% (MA), 28% (ME), 59% (NY)	100% (CT, NY, ME, VT, NH, MA, or RI)

Prospective figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the electricity you purchased. Historical figures reflect the power delivered to Ambit Green Northeast customers in 2020.

New renewables come from generation facilities that first began commercial operation within the last 15 years.

For comparison, the 2019 average mix of resources supplying the Northeast region includes: Coal (0.39%), Nuclear (31.30%), Oil (0.30%), Natural Gas (43.20%), Hydroelectric (15.80%), Wind (3.40%), Biomass (4.30%), and Other (1.31%). (Source: US Environmental Protection Agency, eGRID). The average home in the region uses 600 kWh per month (Source: U.S. EIA, 2019).

Green-e Energy certifies that Ambit Green Northeast meets the environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy or the certification requirements, visit [green-e.org](http://green-e.org). For additional information about Ambit Energy's green products, please visit [ambitenergy.com](http://ambitenergy.com), call (877) 282-6248 or email us at [ambitgreen@ambitenergy.com](mailto:ambitgreen@ambitenergy.com).

## Price Terms and Conditions\*



<b>Company</b>	Ambit New York, LLC; Ambit Northeast, LLC	
<b>Available Certified Green NE Plans</b>	<b>Plan Name</b> Ambit Green Northeast 12 Month Ambit Green Northeast Variable	<b>Early Termination Fee</b> \$0 \$0
<b>Eligible Customer Types</b>	Residential and Small Commercial	
<b>Whom should I contact for more information?</b>	Visit <a href="http://ambitenergy.com">ambitenergy.com</a> , call (877) 282-6248 Monday - Sunday 8:00 a.m. - 11:00 p.m. ET or email us at <a href="mailto:ambitgreen@ambitenergy.com">ambitgreen@ambitenergy.com</a>	
<b>How will I be billed?</b>	Your green power charge will be included in your energy rate on your Ambit Energy bill.	
<b>How will the green power charge on my bill be calculated?</b>	Up to an additional 4 cents (\$.04) per kilowatt-hour (kWh) used will be added to your bill for the green renewable premium. The energy rate can vary depending on your plan details.	
<b>Example of total electricity bill with 100% green</b>	The following is an example of an average monthly electricity bill and the additional green power charge for green participation based on monthly usage of 600 kWh. Actual bill may vary based on your actual electricity usage and energy rate. $\text{Monthly Usage} \times \text{Energy Rate with Green Power Charge} = \text{Monthly Energy Charges}$ $600 \text{ kWh} \quad (\$0.10 + \$0.04) \quad \$84.00$	
<b>Fixed or Variable Rate</b>	Fixed rate plans will remain the same price for the number of months mentioned in plan name. Variable rate plan pricing may change month-to-month due to assessment of historic and projected supply and hedging costs, prior month's pricing and conditions in electricity market among other factors. Please see your contract documents for more information.	
<b>Will the green power charge change over time?</b>	We expect the green power charge for Ambit Energy to remain the same through June 2022. For more information on historical green power charges, please visit <a href="http://ambitenergy.com">ambitenergy.com</a> .	
<b>We plan on using the following renewable sources for this product.</b>	Wind (CT, NY, ME, VT, NH, MA, or RI)	
<b>What other fees might I be charged?</b>	Please see the pricing section on Terms of Service for more information. No additional fees apply for the green portion of your plan.	

From the time you receive this notification, you have three business days to change your mind about purchasing Ambit Green Northeast from Ambit Energy. You may cancel your agreement to purchase Ambit Green Northeast from Ambit Energy by calling (877) 282-6248 or writing P.O. Box 864589 Plano, TX 75086.

083121 \*Applicable to all green plans.

Product changes should be submitted two weeks prior to your meter read to take effect at the start of your next billing period.

# NH Residential Variable Rate History

## Eversource Energy NH - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Variable	
Month	Average Rate/kwh
Jan 2022	0.1071
Dec 2021	0.1071
Nov 2021	0.1071
Oct 2021	0.1071
Sep 2021	0.0905
Aug 2021	0.0854
Jul 2021	0.0854
Jun 2021	0.0854
May 2021	0.0854
Apr 2021	0.0854
Mar 2021	0.0854
Feb 2021	0.0857
Jan 2021	0.0900

New Hampshire Guaranteed Savings Plan 24 - Electric	
Month	Average Rate/kwh
Jan 2022	0.0871
Dec 2021	0.0871
Nov 2021	0.0871
Oct 2021	0.0871
Sep 2021	0.0705
Aug 2021	0.0654
Jul 2021	0.0654
Jun 2021	0.0654
May 2021	0.0654
Apr 2021	0.0654
Mar 2021	0.0654
Feb 2021	0.0657
Jan 2021	0.0700

White Mountain Select Variable	
Month	Average Rate/kwh
Jan 2022	0.1545
Dec 2021	0.1545
Nov 2021	0.1545
Oct 2021	0.1545
Sep 2021	0.1250
Aug 2021	0.1160
Jul 2021	0.1160
Jun 2021	0.1160
May 2021	0.1160
Apr 2021	0.1160
Mar 2021	0.1160
Feb 2021	0.1166
Jan 2021	0.1237

Last 12 Months
Minimum Price: 0.0854
Maximum Price: 0.1071

Last 12 Months
Minimum Price: 0.0654
Maximum Price: 0.0871

Last 12 Months
Minimum Price: 0.116
Maximum Price: 0.1545



# NH Residential Variable Rate History

## Liberty Utilities - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Variable	
Month	Average Rate/kwh
Jan 2022	0.1030
Dec 2021	0.1030
Nov 2021	0.1030
Oct 2021	0.1030
Sep 2021	0.0984
Aug 2021	0.0835
Jul 2021	0.0835
Jun 2021	0.0835
May 2021	0.0835
Apr 2021	0.0835
Mar 2021	0.0835
Feb 2021	0.0838
Jan 2021	0.0875

New Hampshire Guaranteed Savings Plan 24 - Electric	
Month	Average Rate/kwh
Jan 2022	0.0830
Dec 2021	0.0830
Nov 2021	0.0830
Oct 2021	0.0830
Sep 2021	0.0784
Aug 2021	0.0635
Jul 2021	0.0635
Jun 2021	0.0635
May 2021	0.0635
Apr 2021	0.0635
Mar 2021	0.0635
Feb 2021	0.0638
Jan 2021	0.0675

White Mountain Select Variable	
Month	Average Rate/kwh
Jan 2022	0.1470
Dec 2021	0.1470
Nov 2021	0.1470
Oct 2021	0.1470
Sep 2021	0.1390
Aug 2021	0.1125
Jul 2021	0.1125
Jun 2021	0.1125
May 2021	0.1125
Apr 2021	0.1125
Mar 2021	0.1125
Feb 2021	0.1130
Jan 2021	0.1200

Last 12 Months
Minimum Price: 0.0835
Maximum Price: 0.103

Last 12 Months
Minimum Price: 0.0635
Maximum Price: 0.083

Last 12 Months
Minimum Price: 0.1125
Maximum Price: 0.147





# NH Residential Variable Rate History

## New Hampshire Electric Co-op

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Variable	
Month	Average Rate/kwh
Jan 2022	0.1171
Dec 2021	0.1171
Nov 2021	0.1127
Oct 2021	0.0839
Sep 2021	0.0839
Aug 2021	0.0839
Jul 2021	0.0839
Jun 2021	0.0839
May 2021	0.0837
Apr 2021	0.0831
Mar 2021	0.0831
Feb 2021	0.0846
Jan 2021	0.0972

New Hampshire Guaranteed Savings Plan 24 - Electric	
Month	Average Rate/kwh
Jan 2022	0.0971
Dec 2021	0.0971
Nov 2021	0.0927
Oct 2021	0.0639
Sep 2021	0.0639
Aug 2021	0.0639
Jul 2021	0.0639
Jun 2021	0.0639
May 2021	0.0637
Apr 2021	0.0631
Mar 2021	0.0631
Feb 2021	0.0646
Jan 2021	0.0772

White Mountain Select Variable	
Month	Average Rate/kwh
Jan 2022	0.1722
Dec 2021	0.1722
Nov 2021	0.1643
Oct 2021	0.1133
Sep 2021	0.1133
Aug 2021	0.1133
Jul 2021	0.1133
Jun 2021	0.1133
May 2021	0.1130
Apr 2021	0.1119
Mar 2021	0.1119
Feb 2021	0.1146
Jan 2021	0.1369

Last 12 Months
Minimum Price: 0.0831
Maximum Price: 0.1171

Last 12 Months
Minimum Price: 0.0631
Maximum Price: 0.0971

Last 12 Months
Minimum Price: 0.1119
Maximum Price: 0.1722



# NH Residential Variable Rate History

## Unitil - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Variable	
Month	Average Rate/kwh
Jan 2022	0.2230
Dec 2021	0.2230
Nov 2021	0.1094
Oct 2021	0.0909
Sep 2021	0.0746
Aug 2021	0.1075
Jul 2021	0.1069
Jun 2021	0.0889
May 2021	0.0950
Apr 2021	0.1011
Mar 2021	0.1086
Feb 2021	0.1273
Jan 2021	0.1235

New Hampshire Guaranteed Savings Plan 24 - Electric	
Month	Average Rate/kwh
Jan 2022	0.2030
Dec 2021	0.2030
Nov 2021	0.0894
Oct 2021	0.0709
Sep 2021	0.0546
Aug 2021	0.0875
Jul 2021	0.0869
Jun 2021	0.0689
May 2021	0.0750
Apr 2021	0.0811
Mar 2021	0.0886
Feb 2021	0.1073
Jan 2021	0.1035

White Mountain Select Variable	
Month	Average Rate/kwh
Jan 2022	0.3600
Dec 2021	0.3600
Nov 2021	0.1586
Oct 2021	0.1260
Sep 2021	0.0969
Aug 2021	0.1552
Jul 2021	0.1541
Jun 2021	0.1220
May 2021	0.1330
Apr 2021	0.1438
Mar 2021	0.1570
Feb 2021	0.1902
Jan 2021	0.1836

Last 12 Months
Minimum Price: 0.0746
Maximum Price: 0.223

Last 12 Months
Minimum Price: 0.0546
Maximum Price: 0.203

Last 12 Months
Minimum Price: 0.0969
Maximum Price: 0.36

**Ambit Northeast, LLC**  
**New Hampshire Electricity Service Area**  
**Residential Disclosure Summary**

Product Name	Winter Break XX		
Length of the Agreement	XX monthly billing cycles		
Fixed Per kWh Price	XX.XXXX ¢/kWh		
Charges	Your Ambit Energy charges will be calculated using the rate per kilowatt hour multiplied by your kilowatt hours used during the billing period.		
Fixed Price Residential Customers who use	500 kWh of electricity	1000 kWh of electricity	1500 kWh of electricity
Will Pay	\$XX.XX	\$XX.XX	\$XX.XX
Environmental Characteristics	No		
Early Termination Fee	No		
Late Payment Fee	No		
Renewal Terms	You will receive a written notice at least forty-five (45) days prior to contract expiration. If you do not select a new plan or other service provider, or have your service returned to the utility at least 10 days before your current contract end date, your account will transition to our default month-to-month variable plan.		
Electricity Assistance Programs	Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.		

# Ambit Northeast, LLC New Hampshire Service Area

## Sales Agreement and Terms of Service

**VERSION DATE: DECEMBER 3, 2021**

Together with your Disclosure Summary ("Summary"), this is your Sales Agreement and Terms of Service for the purchase of electric generation supply service ("Service") from Ambit Northeast, LLC d/b/a Ambit Energy ("Ambit") ("Agreement"). Ambit is licensed as

a Competitive Electric Power Supplier ("CEPS") by the New Hampshire Department of Energy under license number DM 19-010 and will supply Service for your residence or business address enrolled under this Agreement. Ambit is not an agent of your electric distribution utility ("Utility"). In the event of a power outage, please contact your Utility. The words "we," "us," and "our" refer to Ambit, and the words "you" and "your" refer to the Customer. Either the Customer or Ambit may be referred to as a "party" or together the "parties." Please retain this Agreement for your records.

By enrolling for service with Ambit, you agree to be bound by this Agreement and pay for the Service Ambit provides to you under this Agreement.

The words "plan" and "product" have the same meaning throughout this Agreement.

**SERVICE TERM AND PLAN SELECTION:** Ambit agrees to sell and you agree to buy the quantity of electricity delivered to you, as measured or estimated by your Utility. The Term of this Agreement will become effective on the day your Service begins with Ambit, which coincides with your next available meter reading date after Ambit and your Utility processes your enrollment request, and: (i) for a fixed rate will continue for the Initial Term identified in your Summary and any applicable Renewal Term, or (ii) for a variable rate will continue month-to-month. Your Initial Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. The price of the product plan selected, which is identified in your Summary, includes charges for Ambit Service. Any applicable monthly recurring fees will also be disclosed in your Summary. You also agree to pay applicable Utility charges, surcharges, and state and local taxes, which are not included in your Ambit Service rate.

You understand and acknowledge that your plan selection at enrollment is subject to Ambit approval, based on the premise type and/or service class that was previously assigned to

### **CONTACT INFORMATION:**

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy using the information below:

#### **AMBIT ENERGY**

ambitenergy.com

P.O. Box 864589  
Plano, TX 75086

Customer Service (877) 282-6248  
Fax (877) 805-5606  
Email NHCustomerCare@ambitenergy.com

#### **OPERATING HOURS:**

Monday – Sunday 8:00 a.m. – 11:00 p.m. ET

In the event of a power outage, please call your Local Distribution Company:

#### **EVERSOURCE ENERGY (FORMERLY PUBLIC SERVICE OF NEW HAMPSHIRE)**

Power Outage (800) 662-7764

#### **UNITIL**

Power Outage (888) 301-7700

#### **NEW HAMPSHIRE ELECTRIC CO-OP (NHEC)**

Power Outage (800) 698-2007

#### **LIBERTY UTILITIES**

Power Outage (855) 349-9455

#### **NEW HAMPSHIRE DEPARTMENT OF ENERGY**

21 S. Fruit St, Suite 10  
Concord, NH 03301

Main (800) 852-3793  
Fax (603) 271-3878  
energy-info@energy.nh.gov



## Ambit Northeast, LLC New Hampshire Service Area Terms of Service

your account by your Utility. If the information received from the Utility does not match the requested Ambit product, you agree that Ambit may switch the product type to match information received from the Utility, which may be at a different rate or term length. You will receive written notice of the product's terms and conditions and will have the ability to exercise your right of rescission as described below (see "Rescission Period").

### SERVICE PRICE

**FIXED RATE:** If you have selected a fixed rate, you will receive the fixed rate outlined in your Summary for your Initial Term. After your Initial Term, you will receive a month-to-month Variable Rate.

**WINTER BREAK SERVICE PLAN:** If you selected the winter break plan, you will receive a 50 percent discount off the Ambit energy supply charges for meter cycles beginning in November, December, January, and February (between November 1 and February 28). See the Winter Break Terms and Conditions for more details.

**VARIABLE RATE:** Variable rates are set in Ambit's discretion and may change from month-to-month at Ambit's discretion based on numerous factors, including, but not limited to, Ambit's assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle's pricing and balancing costs, customer retention or attrition, projected customer bill amounts, competitor pricing or "price to compare" and applicable pricing reset dates, and may include the following costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable renewable portfolio standards, and a profit margin determined in Ambit's discretion. **THE VARIABLE RATE MAY BE HIGHER OR LOWER THAN THE UTILITY'S SUPPLY RATE IN ANY GIVEN BILLING CYCLE. THERE IS NO LIMIT ON HOW MUCH YOUR RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT.** Your Variable Rate will not be directly based on market prices or an identified price index. You will not receive notice of your Variable Rate until your bill

is issued. There is no price cap or price floor for Variable Rates. It may take one or more billing cycles for a price variation to become effective. To view the maximum and minimum Variable Rate charged in the last 12 months visit [ambitenergy.com](http://ambitenergy.com) or call (877) 282-6248. Please note that historical pricing is not indicative of present or future pricing. Please visit [ambitenergy.com](http://ambitenergy.com) to access your Variable Rate applicable for the next billing cycle.

If you have selected Ambit's Guaranteed Savings Plan ("GSP") you will receive month-to-month variable rate that confers a special benefit to you if you remain on the plan for twenty-four (24) consecutive monthly billing cycles (the "Minimum Stay Requirement"). If you fulfill the Minimum Stay Requirement you will receive at least 1% savings compared to Utility supply rate for the same period of twenty-four (24) billing cycles ("Savings Guarantee"). If you cancel or otherwise do not fulfill the Minimum Stay Requirement, you will not be eligible to receive the Savings Guarantee. If you remain on this plan after your Minimum Stay Requirement, you will continue to be billed at a month-to-month variable rate and there will be no future guarantee of savings. You may always cancel or select a new product available at that time by contacting Ambit or logging onto your account management site at [ambitenergy.com](http://ambitenergy.com). The GSP calculation consists of comparing the applicable Utility's published supply rates to your Ambit supply rates for the same 24-month period ("Utility Calculation"), and subtracting from the Utility Calculation all applicable credits you have received, including but not limited to, Free Energy credits, courtesy credits, and Utility bill issuance credits to obtain your Savings Calculation. The Savings Calculation will be completed within three (3) months following the conclusion of the Minimum Stay Requirement, however, in some cases it may take longer. If the Savings Calculation indicates you are owed a refund to provide the Savings Guarantee, it will either be sent to you or applied to your account. Customers that are classified by their Utility as Res Heat or "Low Income Home Energy Assistance Program (LIHEAP)" do not qualify for GSP and the 1% savings guarantee will not be based on those rates. If you decide to enroll in a GSP, you will receive an analysis based on a comparison to the Utility standard, non-heat, residential rates.

**Ambit Northeast, LLC**  
**New Hampshire Service Area**  
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**CANCELLATION AND SWITCHING PROCEDURES:** You or Ambit may cancel this Agreement at any time. To request cancellation, contact your Utility or Ambit using one of the methods referenced in the Contact Information section above. You may also terminate this agreement by enrolling with another electricity supplier, or contacting your aggregator, if applicable. Cancellation will be effective on your next available meter reading date after Ambit and your Utility processes your cancellation request ("Cancellation Effective Date"). You agree to pay for the Service provided through your Cancellation Effective Date and may be subject to an early termination fee as identified on your Summary. Ambit reserves the right to cancel this Agreement (i) if your Utility is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your Utility and Ambit; or (iii) if the Utility removes you from their consolidated billing program and requires that Ambit bill you separately for your energy supply. This Agreement will be automatically terminated if: (i) your requested service location is not served by the Utility, (ii) if you move outside the Utility's territory, or outside Ambit's service area, or (iii) Ambit returns you to Utility service.

**RESCISSION PERIOD:** You may rescind this Agreement within five (5) business days from the date you electronically receive the terms of service; within six (6) business days from the postmarked date the terms of service agreement is sent to you by first class mail; within ten (10) business days from the date you, as a residential customer, electronically receives the terms of service, if you were enrolled through an in-person solicitation at your residence; or within eleven (11) business days from the postmarked date the terms of service Agreement is mailed to you by first class mail, if you were enrolled through an in-person solicitation at your residence. You may rescind by either calling Ambit at (877) 282-6248 Monday - Sunday, 8:00 a.m. - 11:00p.m. ET, using the email address shown in the "Contact Information" box on the first page of this Sales Agreement and Terms of Service, or in writing by U.S. mail to P.O. Box 864589, Plano, TX 75086. If you rescind via email or in writing via U.S. mail, please provide your name, address, phone number and a statement that you are rescinding your Agreement under the Right of Rescission.

**CONTRACT RENEWAL:** If you are on a Variable Rate, your Service will continue month-to-month. If you are on a Fixed Rate, you will receive notice at least forty-five (45) days prior to the end of your Initial Term. If you fail to take action to select a new product, after the Initial Term you will automatically continue Service on a month-to-month basis ("Renewal Term") at default Variable Rate product unless you select another Ambit product or supplier by the date provided for in your renewal notice. You may renew online by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248 or by faxing your request to renew your plan to (877) 805-5606. If renewing by fax, please state the product that you would like to renew, include your account number and sign the fax.

**BILLING AND PAYMENT:** Your Utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your Utility monthly bill will include Ambit Service charges, as well as applicable Utility charges related to electricity delivery, including but not limited to, transmission and distribution charges, system benefits charge, stranded cost recovery charge, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Ambit does not offer budget billing.

You will make payment directly to the Utility each month in accordance with the payment terms stated in the Utility's tariffs, unless it is necessary that Ambit bill you directly. You must pay each monthly bill in full by the date specified on the bill or be subject to late payment and interest charges by the Utility. In the event of failure to remit payment when due, Ambit will have the right to terminate your electricity supply service and seek suspension of distribution service. Your Utility may offer you a budget billing payment option. Ambit does not offer budget billing in New Hampshire.

**DEFAULT UTILITY SUPPLY SERVICE:** You understand that you are not required to choose a competitive supplier, and may continue to have the Utility supply your electricity.

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**COMMUNICATION OPTIONS:** Please specify your preferred means of communication for receiving required notices and contract documents from Ambit. The options to choose from are 1) email, and 2) U.S. mail. In addition, you may also choose to receive mobile messages for payment confirmation and future Ambit rate promotions. Please make your choice by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com) or calling Ambit Customer Care at (877) 282-6248.

**TAXES AND LAWS:** Except as otherwise provided in this Agreement or by law, any and all taxes of whatsoever kind, nature and description, due and payable with respect to customer's performance of its obligations under this Agreement, shall be paid by customer. The Parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**ENERGY ASSISTANCE PROGRAMS:** For assistance with paying your electricity bill, please contact the Community Action Program in your area.

Hillsborough and Rockingham Counties: Southern New Hampshire Services, Inc - (800) 322-1073

Belknap and Merrimack Counties: Community Action Program - (800) 856-5525

Cheshire and Sullivan Counties: Southwestern Community Services - (603) 542-9528

Coos, Carroll and Grafton Counties: Tri-County Community Action - (603) 752-7001

Visit [www.puc.nh.gov/Consumer/electricassistanceprogram.htm](http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm) for a full list of Community Action Agencies.

**ELIGIBILITY:** Ambit does not determine customer eligibility for pricing based on credit history, Utility payment data or credit score. Ambit does not deny service based on a customer's or applicant's race, creed, color, national origin, ancestry, sex, age, sexual orientation, gender identity, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

**INFORMATION RELEASE AUTHORIZATION:** By accepting this Agreement, you affirmatively consent to the Utility sharing billing and payment information with Ambit, including your participation in budget billing or extended payment arrangements. Ambit will not release your confidential information to any party without your written consent, except as otherwise permitted under Puc 2004:19. "Confidential information" means information that is collected as part of providing you electric services that can identify you, including your name, telephone number, address, account number, payment information, and electricity consumption.

**AGENCY:** Customer appoints Ambit as its agent to acquire supply necessary to meet your energy needs and contract for and administer transportation, transmission and related services over interstate facilities and those of the Utility needed to deliver energy to your service location. These services are provided on an arm's length basis and market-based compensation is included in the price noted in your Summary.

**SEVERABILITY:** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**DELAYS OR FAILURE TO EXERCISE RIGHTS:** No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the Parties with respect to the terms and conditions of this transaction. Any and all other agreements, understandings, and representations by and between the Parties with respect to the matters addressed herein are superseded by this Agreement.

**ACCEPTANCE AND AMENDMENTS:** This Agreement shall not become effective until accepted by Ambit. Ambit reserves the right to cancel this Agreement if you fail to maintain satisfactory credit standing as determined by Ambit. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such

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amendment at least forty-five (45) days prior to the effective date thereof. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

**FORCE MAJEURE:** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the Utility or any transportation or transmitting entity. If either Party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such Party shall give immediate written notice, to the maximum extent practicable, to the other Party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such Party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The Party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**ASSIGNMENT:** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit. Ambit may, with no less than fourteen (14) days written notice to you prior to the effective date, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; and, with no less than thirty (30) days written notice to you prior to the effective date, (b) transfer or assign this Agreement to an affiliate of Ambit; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit; and/or (d) transfer or assign this Agreement to

a certified Energy Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, customer agrees that Ambit shall have no further obligations hereunder. The written notice of assignment or transfer will include detailed information, important dates, and a description of your options, including your right to select another energy supplier without cost or penalty before the assignment or transfer occurs.

Within thirty (30) days of the effective date of the assignment or transfer, you will be refunded any applicable amounts owed.

**LIMITATIONS OF LIABILITY:** Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither Party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit. There are no third-party beneficiaries to this Agreement.

**REPRESENTATIONS AND WARRANTIES:** The energy service under this Agreement will meet the applicable Utility's standards and may be supplied from a variety of sources. Ambit makes no representations or warranties other than those expressly set forth in this Agreement, and Ambit expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**GOVERNING LAW:** This Agreement shall be governed by, enforced and performed in accordance with the rules of the New Hampshire Department of Energy, New Hampshire law and applicable federal law. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which shall have a detrimental economic impact upon Ambit's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit shall have the right to materially change this Agreement



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with thirty (30) days' notice to the customer. Upon receipt of written notice of a material change, customer may terminate this agreement prior to the date such change becomes effective without penalty.

**DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**SUMMARY:** Most customer concerns can be resolved by calling Customer Care at (877) 282-6248. Customers can also contact Ambit in writing at P.O. Box 864589, Plano, TX 75086. Customer disputes or complaints that are not resolved to the customer's satisfaction may be submitted to the Department of Energy Consumer Services and External Affairs Division ("CSEA") in writing at the address provided above or by calling (800) 852-3793, Monday through Friday, 8:00 a.m. to 4:30p.m. ET. Upon the filing of a complaint with the CSEA, either verbally or in writing, against Ambit, the customer authorizes the CSEA to begin an investigation. During an investigation, Ambit will provide any relevant information necessary to assist the CSEA in resolving the complaint. The customer or Ambit may request a hearing with the CSEA if dissatisfied with how the CSEA resolved the customer's complaint.

Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or, if applicable, as required by CSEA decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.**

In the unlikely event that Ambit's Customer Care department or the CSEA, is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts.

Arbitrators can award the same damages and relief that a court can award. **ANY**

**ARBITRATION UNDER THIS AGREEMENT WILL TAKEPLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

**ARBITRATION AGREEMENT**

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either Party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT**

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**TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A Party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 6555 Sierra Drive, Irving, TX 75039. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration Proceeding in New Hampshire. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled. You may download or copy a form Notice and a form to initiate arbitration at [www.ambitenergy.com/arbitration-forms](http://www.ambitenergy.com/arbitration-forms).

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at (800) 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [www.ambitenergy.com/arbitration-information](http://www.ambitenergy.com/arbitration-information).) The arbitrator is bound by the terms of this

Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit's last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you

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and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either Party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of

change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.

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**Residential Disclosure Summary**

Product Name	New Hampshire Guaranteed Savings Plan 24 - Electric
Length of the Agreement	24 monthly billing cycles
Variable Per kWh Price for the first billing cycle	XX.XXXX ¢/kWh for your first monthly billing cycle.
Variable Price Components	The variable rate component of the GSP product is on a month-to-month basis. <b>THE VARIABLE RATE MAY BE HIGHER OR LOWER THAN NEW HAMPSHIRE&lt;utility&gt; SUPPLY RATE FOR ANY GIVEN BILLING CYCLE.</b> Also, the variable rate may vary up or down based on many factors, including, but not limited to, current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in energy supply and demand, industry regulations, pricing strategies, and costs to serve Customers.
Charges	The savings calculation consists of comparing New Hampshire <utility>'s published supply rates to Ambit's supply rates for the same 24-month period. The savings calculation includes all applicable Ambit credits, including but not limited to, Free Energy credits, Courtesy credits, and New Hampshire <utility> bill issuance credits. The calculation and notification of savings or refunds will be completed within three (3) months following the twenty-fourth billing cycle on GSP. However, in some cases notification of savings or refunds could take longer than three (3) months.
Early Termination Fee	No
Late Payment Fee	No
Renewal Terms	The GSP product contract does not renew automatically. GSP product expiration is defined as the end of twenty-four (24) consecutive monthly billing cycles required to be eligible for the Savings Guarantee. You must renew your GSP to be eligible for the Annual Savings Guarantee for the next twenty-four (24) monthly billing cycles. You will receive one (1) written notice no more than thirty-five (35) days prior to product expiration. If you do not renew the GSP or select a new plan before the Plan expiration, your account will transition to Ambit's default month-to-month variable product at the rate stated in your GSP expiration notice. You may renew by logging on to your account management site at <a href="http://www.ambitenergy.com">www.ambitenergy.com</a> , calling Customer Care at (877) 282-6248 or by faxing your request to renew your product to (877) 805-5606. Please state the product that you would like to renew, include your account number and sign the fax.
Electricity Assistance Programs	Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.

# Ambit Northeast, LLC New Hampshire Service Area Sales Agreement and Terms of Service

**VERSION DATE: DECEMBER 3, 2021**

Together with your Disclosure Summary ("Summary"), this is your Sales Agreement and Terms of Service for the purchase of electric generation supply service ("Service") from Ambit Northeast, LLC d/b/a Ambit Energy ("Ambit") ("Agreement"). Ambit is licensed as

a Competitive Electric Power Supplier ("CEPS") by the New Hampshire Department of Energy under license number DM 19-010 and will supply Service for your residence or business address enrolled under this Agreement. Ambit is not an agent of your electric distribution utility ("Utility"). In the event of a power outage, please contact your Utility. The words "we," "us," and "our" refer to Ambit, and the words "you" and "your" refer to the Customer. Either the Customer or Ambit may be referred to as a "party" or together the "parties." Please retain this Agreement for your records.

By enrolling for service with Ambit, you agree to be bound by this Agreement and pay for the Service Ambit provides to you under this Agreement.

The words "plan" and "product" have the same meaning throughout this Agreement.

**SERVICE TERM AND PLAN SELECTION:** Ambit agrees to sell and you agree to buy the quantity of electricity delivered to you, as measured or estimated by your Utility. The Term of this Agreement will become effective on the day your Service begins with Ambit, which coincides with your next available meter reading date after Ambit and your Utility processes your enrollment request, and: (i) for a fixed rate will continue for the Initial Term identified in your Summary and any applicable Renewal Term, or (ii) for a variable rate will continue month-to-month. Your Initial Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. The price of the product plan selected, which is identified in your Summary, includes charges for Ambit Service. Any applicable monthly recurring fees will also be disclosed in your Summary. You also agree to pay applicable Utility charges, surcharges, and state and local taxes, which are not included in your Ambit Service rate.

You understand and acknowledge that your plan selection at enrollment is subject to Ambit approval, based on the premise type and/or service class that was previously assigned to

## **CONTACT INFORMATION:**

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy using the information below:

### **AMBIT ENERGY**

ambitenergy.com

P.O. Box 864589  
Plano, TX 75086

Customer Service (877) 282-6248  
Fax (877) 805-5606  
Email NHCustomerCare@ambitenergy.com

### **OPERATING HOURS:**

Monday - Sunday 8:00 a.m. - 11:00 p.m. ET

In the event of a power outage, please call your Local Distribution Company:

### **EVERSOURCE ENERGY (FORMERLY PUBLIC SERVICE OF NEW HAMPSHIRE)**

Power Outage (800) 662-7764

### **UNITIL**

Power Outage (888) 301-7700

### **NEW HAMPSHIRE ELECTRIC CO-OP (NHEC)**

Power Outage (800) 698-2007

### **LIBERTY UTILITIES**

Power Outage (855) 349-9455

### **NEW HAMPSHIRE DEPARTMENT OF ENERGY**

21 S. Fruit St, Suite 10  
Concord, NH 03301

Main (800) 852-3793  
Fax (603) 271-3878  
energy-info@energy.nh.gov



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your account by your Utility. If the information received from the Utility does not match the requested Ambit product, you agree that Ambit may switch the product type to match information received from the Utility, which may be at a different rate or term length. You will receive written notice of the product's terms and conditions and will have the ability to exercise your right of rescission as described below (see "Rescission Period").

### SERVICE PRICE

**FIXED RATE:** If you have selected a fixed rate, you will receive the fixed rate outlined in your Summary for your Initial Term. After your Initial Term, you will receive a month-to-month Variable Rate.

**WINTER BREAK SERVICE PLAN:** If you selected the winter break plan, you will receive a 50 percent discount off the Ambit energy supply charges for meter cycles beginning in November, December, January, and February (between November 1 and February 28). See the Winter Break Terms and Conditions for more details.

**VARIABLE RATE:** Variable rates are set in Ambit's discretion and may change from month-to-month at Ambit's discretion based on numerous factors, including, but not limited to, Ambit's assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle's pricing and balancing costs, customer retention or attrition, projected customer bill amounts, competitor pricing or "price to compare" and applicable pricing reset dates, and may include the following costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable renewable portfolio standards, and a profit margin determined in Ambit's discretion. **THE VARIABLE RATE MAY BE HIGHER OR LOWER THAN THE UTILITY'S SUPPLY RATE IN ANY GIVEN BILLING CYCLE. THERE IS NO LIMIT ON HOW MUCH YOUR RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT.** Your Variable Rate will not be directly based on market prices or an identified price index. You will not receive notice of your Variable Rate until your bill

is issued. There is no price cap or price floor for Variable Rates. It may take one or more billing cycles for a price variation to become effective. To view the maximum and minimum Variable Rate charged in the last 12 months visit [ambitenergy.com](http://ambitenergy.com) or call (877) 282-6248. Please note that historical pricing is not indicative of present or future pricing. Please visit [ambitenergy.com](http://ambitenergy.com) to access your Variable Rate applicable for the next billing cycle.

If you have selected Ambit's Guaranteed Savings Plan ("GSP") you will receive month-to-month variable rate that confers a special benefit to you if you remain on the plan for twenty-four (24) consecutive monthly billing cycles (the "Minimum Stay Requirement"). If you fulfill the Minimum Stay Requirement you will receive at least 1% savings compared to Utility supply rate for the same period of twenty-four (24) billing cycles ("Savings Guarantee"). If you cancel or otherwise do not fulfill the Minimum Stay Requirement, you will not be eligible to receive the Savings Guarantee. If you remain on this plan after your Minimum Stay Requirement, you will continue to be billed at a month-to-month variable rate and there will be no future guarantee of savings. You may always cancel or select a new product available at that time by contacting Ambit or logging onto your account management site at [ambitenergy.com](http://ambitenergy.com). The GSP calculation consists of comparing the applicable Utility's published supply rates to your Ambit supply rates for the same 24-month period ("Utility Calculation"), and subtracting from the Utility Calculation all applicable credits you have received, including but not limited to, Free Energy credits, courtesy credits, and Utility bill issuance credits to obtain your Savings Calculation. The Savings Calculation will be completed within three (3) months following the conclusion of the Minimum Stay Requirement, however, in some cases it may take longer. If the Savings Calculation indicates you are owed a refund to provide the Savings Guarantee, it will either be sent to you or applied to your account. Customers that are classified by their Utility as Res Heat or "Low Income Home Energy Assistance Program (LIHEAP)" do not qualify for GSP and the 1% savings guarantee will not be based on those rates. If you decide to enroll in a GSP, you will receive an analysis based on a comparison to the Utility standard, non-heat, residential rates.

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**CANCELLATION AND SWITCHING PROCEDURES:** You or Ambit may cancel this Agreement at any time. To request cancellation, contact your Utility or Ambit using one of the methods referenced in the Contact Information section above. You may also terminate this agreement by enrolling with another electricity supplier, or contacting your aggregator, if applicable. Cancellation will be effective on your next available meter reading date after Ambit and your Utility processes your cancellation request ("Cancellation Effective Date"). You agree to pay for the Service provided through your Cancellation Effective Date and may be subject to an early termination fee as identified on your Summary. Ambit reserves the right to cancel this Agreement (i) if your Utility is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your Utility and Ambit; or (iii) if the Utility removes you from their consolidated billing program and requires that Ambit bill you separately for your energy supply. This Agreement will be automatically terminated if: (i) your requested service location is not served by the Utility, (ii) if you move outside the Utility's territory, or outside Ambit's service area, or (iii) Ambit returns you to Utility service.

**RESCISSION PERIOD:** You may rescind this Agreement within five (5) business days from the date you electronically receive the terms of service; within six (6) business days from the postmarked date the terms of service agreement is sent to you by first class mail; within ten (10) business days from the date you, as a residential customer, electronically receives the terms of service, if you were enrolled through an in-person solicitation at your residence; or within eleven (11) business days from the postmarked date the terms of service Agreement is mailed to you by first class mail, if you were enrolled through an in-person solicitation at your residence. You may rescind by either calling Ambit at (877) 282-6248 Monday - Sunday, 8:00 a.m. - 11:00p.m. ET, using the email address shown in the "Contact Information" box on the first page of this Sales Agreement and Terms of Service, or in writing by U.S. mail to P.O. Box 864589, Plano, TX 75086. If you rescind via email or in writing via U.S. mail, please provide your name, address, phone number and a statement that you are rescinding your Agreement under the Right of Rescission.

**CONTRACT RENEWAL:** If you are on a Variable Rate, your Service will continue month-to-month. If you are on a Fixed Rate, you will receive notice at least forty-five (45) days prior to the end of your Initial Term. If you fail to take action to select a new product, after the Initial Term you will automatically continue Service on a month-to-month basis ("Renewal Term") at default Variable Rate product unless you select another Ambit product or supplier by the date provided for in your renewal notice. You may renew online by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248 or by faxing your request to renew your plan to (877) 805-5606. If renewing by fax, please state the product that you would like to renew, include your account number and sign the fax.

**BILLING AND PAYMENT:** Your Utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your Utility monthly bill will include Ambit Service charges, as well as applicable Utility charges related to electricity delivery, including but not limited to, transmission and distribution charges, system benefits charge, stranded cost recovery charge, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Ambit does not offer budget billing.

You will make payment directly to the Utility each month in accordance with the payment terms stated in the Utility's tariffs, unless it is necessary that Ambit bill you directly. You must pay each monthly bill in full by the date specified on the bill or be subject to late payment and interest charges by the Utility. In the event of failure to remit payment when due, Ambit will have the right to terminate your electricity supply service and seek suspension of distribution service. Your Utility may offer you a budget billing payment option. Ambit does not offer budget billing in New Hampshire.

**DEFAULT UTILITY SUPPLY SERVICE:** You understand that you are not required to choose a competitive supplier, and may continue to have the Utility supply your electricity.

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**COMMUNICATION OPTIONS:** Please specify your preferred means of communication for receiving required notices and contract documents from Ambit. The options to choose from are 1) email, and 2) U.S. mail. In addition, you may also choose to receive mobile messages for payment confirmation and future Ambit rate promotions. Please make your choice by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com) or calling Ambit Customer Care at (877) 282-6248.

**TAXES AND LAWS:** Except as otherwise provided in this Agreement or by law, any and all taxes of whatsoever kind, nature and description, due and payable with respect to customer's performance of its obligations under this Agreement, shall be paid by customer. The Parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**ENERGY ASSISTANCE PROGRAMS:** For assistance with paying your electricity bill, please contact the Community Action Program in your area.

Hillsborough and Rockingham Counties: Southern New Hampshire Services, Inc - (800) 322-1073

Belknap and Merrimack Counties: Community Action Program - (800) 856-5525

Cheshire and Sullivan Counties: Southwestern Community Services - (603) 542-9528

Coos, Carroll and Grafton Counties: Tri-County Community Action - (603) 752-7001

Visit [www.puc.nh.gov/Consumer/electricassistanceprogram.htm](http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm) for a full list of Community Action Agencies.

**ELIGIBILITY:** Ambit does not determine customer eligibility for pricing based on credit history, Utility payment data or credit score. Ambit does not deny service based on a customer's or applicant's race, creed, color, national origin, ancestry, sex, age, sexual orientation, gender identity, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

**INFORMATION RELEASE AUTHORIZATION:** By accepting this Agreement, you affirmatively consent to the Utility sharing billing and payment information with Ambit, including your participation in budget billing or extended payment arrangements. Ambit will not release your confidential information to any party without your written consent, except as otherwise permitted under Puc 2004.19. "Confidential information" means information that is collected as part of providing you electric services that can identify you, including your name, telephone number, address, account number, payment information, and electricity consumption.

**AGENCY:** Customer appoints Ambit as its agent to acquire supply necessary to meet your energy needs and contract for and administer transportation, transmission and related services over interstate facilities and those of the Utility needed to deliver energy to your service location. These services are provided on an arm's length basis and market-based compensation is included in the price noted in your Summary.

**SEVERABILITY:** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**DELAYS OR FAILURE TO EXERCISE RIGHTS:** No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the Parties with respect to the terms and conditions of this transaction. Any and all other agreements, understandings, and representations by and between the Parties with respect to the matters addressed herein are superseded by this Agreement.

**ACCEPTANCE AND AMENDMENTS:** This Agreement shall not become effective until accepted by Ambit. Ambit reserves the right to cancel this Agreement if you fail to maintain satisfactory credit standing as determined by Ambit. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such



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amendment at least forty-five (45) days prior to the effective date thereof. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

**FORCE MAJEURE:** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the Utility or any transportation or transmitting entity. If either Party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such Party shall give immediate written notice, to the maximum extent practicable, to the other Party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such Party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The Party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**ASSIGNMENT:** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit. Ambit may, with no less than fourteen (14) days written notice to you prior to the effective date, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; and, with no less than thirty (30) days written notice to you prior to the effective date, (b) transfer or assign this Agreement to an affiliate of Ambit; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit; and/or (d) transfer or assign this Agreement to

a certified Energy Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, customer agrees that Ambit shall have no further obligations hereunder. The written notice of assignment or transfer will include detailed information, important dates, and a description of your options, including your right to select another energy supplier without cost or penalty before the assignment or transfer occurs.

Within thirty (30) days of the effective date of the assignment or transfer, you will be refunded any applicable amounts owed.

**LIMITATIONS OF LIABILITY:** Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither Party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit. There are no third-party beneficiaries to this Agreement.

**REPRESENTATIONS AND WARRANTIES:** The energy service under this Agreement will meet the applicable Utility's standards and may be supplied from a variety of sources. Ambit makes no representations or warranties other than those expressly set forth in this Agreement, and Ambit expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**GOVERNING LAW:** This Agreement shall be governed by, enforced and performed in accordance with the rules of the New Hampshire Department of Energy, New Hampshire law and applicable federal law. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which shall have a detrimental economic impact upon Ambit's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit shall have the right to materially change this Agreement

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with thirty (30) days' notice to the customer. Upon receipt of written notice of a material change, customer may terminate this agreement prior to the date such change becomes effective without penalty.

**DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**SUMMARY:** Most customer concerns can be resolved by calling Customer Care at (877) 282-6248. Customers can also contact Ambit in writing at P.O. Box 864589, Plano, TX 75086. Customer disputes or complaints that are not resolved to the customer's satisfaction may be submitted to the Department of Energy Consumer Services and External Affairs Division ("CSEA") in writing at the address provided above or by calling (800) 852-3793, Monday through Friday, 8:00 a.m. to 4:30p.m. ET. Upon the filing of a complaint with the CSEA, either verbally or in writing, against Ambit, the customer authorizes the CSEA to begin an investigation. During an investigation, Ambit will provide any relevant information necessary to assist the CSEA in resolving the complaint. The customer or Ambit may request a hearing with the CSEA if dissatisfied with how the CSEA resolved the customer's complaint.

Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or, if applicable, as required by CSEA decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.**

In the unlikely event that Ambit's Customer Care department or the CSEA, is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts.

Arbitrators can award the same damages and relief that a court can award. **ANY**

**ARBITRATION UNDER THIS AGREEMENT WILL TAKEPLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

**ARBITRATION AGREEMENT**

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either Party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT**

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**TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A Party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 6555 Sierra Drive, Irving, TX 75039. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration Proceeding in New Hampshire. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled. You may download or copy a form Notice and a form to initiate arbitration at [www.ambitenergy.com/arbitration-forms](http://www.ambitenergy.com/arbitration-forms).

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at (800) 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [www.ambitenergy.com/arbitration-information](http://www.ambitenergy.com/arbitration-information).) The arbitrator is bound by the terms of this

Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit's last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you

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and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either Party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of

change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.

# NH Residential Variable Rate History

## Eversource Energy NH - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Variable	
Month	Average Rate/kwh
Jan 2022	0.1071
Dec 2021	0.1071
Nov 2021	0.1071
Oct 2021	0.1071
Sep 2021	0.0905
Aug 2021	0.0854
Jul 2021	0.0854
Jun 2021	0.0854
May 2021	0.0854
Apr 2021	0.0854
Mar 2021	0.0854
Feb 2021	0.0857
Jan 2021	0.0900

New Hampshire Guaranteed Savings Plan 24 - Electric	
Month	Average Rate/kwh
Jan 2022	0.0871
Dec 2021	0.0871
Nov 2021	0.0871
Oct 2021	0.0871
Sep 2021	0.0705
Aug 2021	0.0654
Jul 2021	0.0654
Jun 2021	0.0654
May 2021	0.0654
Apr 2021	0.0654
Mar 2021	0.0654
Feb 2021	0.0657
Jan 2021	0.0700

White Mountain Select Variable	
Month	Average Rate/kwh
Jan 2022	0.1545
Dec 2021	0.1545
Nov 2021	0.1545
Oct 2021	0.1545
Sep 2021	0.1250
Aug 2021	0.1160
Jul 2021	0.1160
Jun 2021	0.1160
May 2021	0.1160
Apr 2021	0.1160
Mar 2021	0.1160
Feb 2021	0.1166
Jan 2021	0.1237

Last 12 Months
Minimum Price: 0.0854
Maximum Price: 0.1071

Last 12 Months
Minimum Price: 0.0654
Maximum Price: 0.0871

Last 12 Months
Minimum Price: 0.116
Maximum Price: 0.1545



# NH Residential Variable Rate History

## Liberty Utilities - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Variable	
Month	Average Rate/kwh
Jan 2022	0.1030
Dec 2021	0.1030
Nov 2021	0.1030
Oct 2021	0.1030
Sep 2021	0.0984
Aug 2021	0.0835
Jul 2021	0.0835
Jun 2021	0.0835
May 2021	0.0835
Apr 2021	0.0835
Mar 2021	0.0835
Feb 2021	0.0838
Jan 2021	0.0875

New Hampshire Guaranteed Savings Plan 24 - Electric	
Month	Average Rate/kwh
Jan 2022	0.0830
Dec 2021	0.0830
Nov 2021	0.0830
Oct 2021	0.0830
Sep 2021	0.0784
Aug 2021	0.0635
Jul 2021	0.0635
Jun 2021	0.0635
May 2021	0.0635
Apr 2021	0.0635
Mar 2021	0.0635
Feb 2021	0.0638
Jan 2021	0.0675

White Mountain Select Variable	
Month	Average Rate/kwh
Jan 2022	0.1470
Dec 2021	0.1470
Nov 2021	0.1470
Oct 2021	0.1470
Sep 2021	0.1390
Aug 2021	0.1125
Jul 2021	0.1125
Jun 2021	0.1125
May 2021	0.1125
Apr 2021	0.1125
Mar 2021	0.1125
Feb 2021	0.1130
Jan 2021	0.1200

Last 12 Months
Minimum Price: 0.0835
Maximum Price: 0.103

Last 12 Months
Minimum Price: 0.0635
Maximum Price: 0.083

Last 12 Months
Minimum Price: 0.1125
Maximum Price: 0.147



# NH Residential Variable Rate History

## New Hampshire Electric Co-op

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Variable	
Month	Average Rate/kwh
Jan 2022	0.1171
Dec 2021	0.1171
Nov 2021	0.1127
Oct 2021	0.0839
Sep 2021	0.0839
Aug 2021	0.0839
Jul 2021	0.0839
Jun 2021	0.0839
May 2021	0.0837
Apr 2021	0.0831
Mar 2021	0.0831
Feb 2021	0.0846
Jan 2021	0.0972

New Hampshire Guaranteed Savings Plan 24 - Electric	
Month	Average Rate/kwh
Jan 2022	0.0971
Dec 2021	0.0971
Nov 2021	0.0927
Oct 2021	0.0639
Sep 2021	0.0639
Aug 2021	0.0639
Jul 2021	0.0639
Jun 2021	0.0639
May 2021	0.0637
Apr 2021	0.0631
Mar 2021	0.0631
Feb 2021	0.0646
Jan 2021	0.0772

White Mountain Select Variable	
Month	Average Rate/kwh
Jan 2022	0.1722
Dec 2021	0.1722
Nov 2021	0.1643
Oct 2021	0.1133
Sep 2021	0.1133
Aug 2021	0.1133
Jul 2021	0.1133
Jun 2021	0.1133
May 2021	0.1130
Apr 2021	0.1119
Mar 2021	0.1119
Feb 2021	0.1146
Jan 2021	0.1369

Last 12 Months
Minimum Price: 0.0831
Maximum Price: 0.1171

Last 12 Months
Minimum Price: 0.0631
Maximum Price: 0.0971

Last 12 Months
Minimum Price: 0.1119
Maximum Price: 0.1722



# NH Residential Variable Rate History

## Unitil - Electric

Variable rates may change from month to month. Historical pricing is not indicative of present or future pricing.

Variable rates are not based on market prices or some other identified price index and are subject to change without notice at the discretion of Ambit Energy. Ambit's prices are based on several factors, including, but not limited to, wholesale energy prices, costs to serve customers, Ambit's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts, and conditions in the electricity market. No price ceiling exists and no price floor exists. The variable rate also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate next to the plan name displayed above is your rate for the first monthly billing cycle. Your rate may change from month-to-month after the first monthly billing cycle. Variable rates may change due to current and predicted weather patterns, retail competition, wholesale energy costs, fluctuations in supply and demand, industry regulations, pricing strategies and costs to serve customers among many factors. Because the rate may change from month-to-month, you will not know the rate being charged until you receive your bill. It may take one or more billing cycles for a price variation to become effective. You can review the upcoming variable price per kWh 5 days in advance of the effective date of the price (residential or commercial) at [ambitenergy.com](http://ambitenergy.com) or by calling (877) 282-6248.

Ambit Green Northeast - Variable	
Month	Average Rate/kwh
Jan 2022	0.2230
Dec 2021	0.2230
Nov 2021	0.1094
Oct 2021	0.0909
Sep 2021	0.0746
Aug 2021	0.1075
Jul 2021	0.1069
Jun 2021	0.0889
May 2021	0.0950
Apr 2021	0.1011
Mar 2021	0.1086
Feb 2021	0.1273
Jan 2021	0.1235

New Hampshire Guaranteed Savings Plan 24 - Electric	
Month	Average Rate/kwh
Jan 2022	0.2030
Dec 2021	0.2030
Nov 2021	0.0894
Oct 2021	0.0709
Sep 2021	0.0546
Aug 2021	0.0875
Jul 2021	0.0869
Jun 2021	0.0689
May 2021	0.0750
Apr 2021	0.0811
Mar 2021	0.0886
Feb 2021	0.1073
Jan 2021	0.1035

White Mountain Select Variable	
Month	Average Rate/kwh
Jan 2022	0.3600
Dec 2021	0.3600
Nov 2021	0.1586
Oct 2021	0.1260
Sep 2021	0.0969
Aug 2021	0.1552
Jul 2021	0.1541
Jun 2021	0.1220
May 2021	0.1330
Apr 2021	0.1438
Mar 2021	0.1570
Feb 2021	0.1902
Jan 2021	0.1836

Last 12 Months
Minimum Price: 0.0746
Maximum Price: 0.223

Last 12 Months
Minimum Price: 0.0546
Maximum Price: 0.203

Last 12 Months
Minimum Price: 0.0969
Maximum Price: 0.36





**Ambit Northeast, LLC – License No. DM-19-010**

New Hampshire Department of Energy- Competitive Electric Power Supplier Application Renewal

**REDACTED**

**Attachment G**

A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and quality assurance. (2006.01(t)(1))

A description of the applicant's training program for employees or representatives who will conduct in-person solicitation of residential customers at their residences. (2006.01(t)(2))

An identification of any third party vendor or vendors the applicant intends to use to conduct in-person solicitation of residential customers at their residences. (2006.01(t)(3))

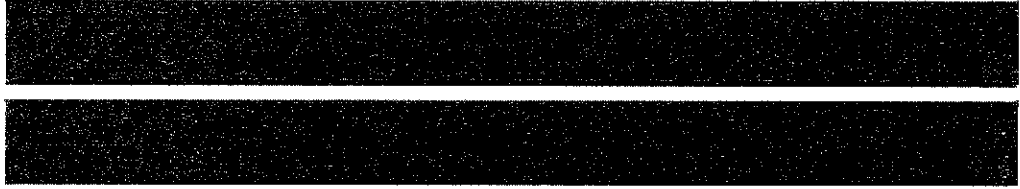
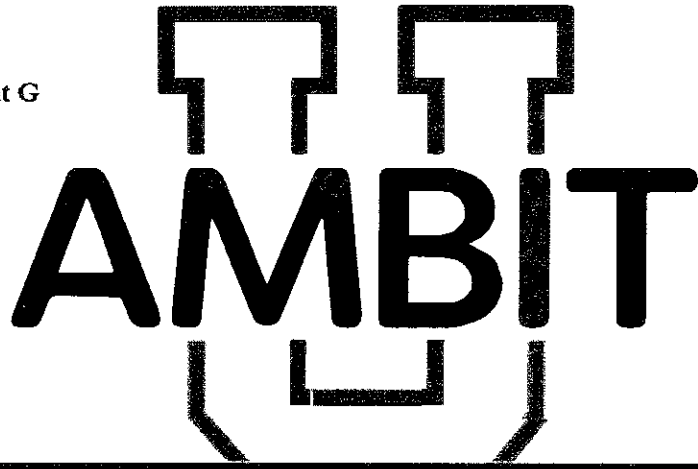
A copy of the applicant's performance standards and code of conduct for any employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences (2006.01(t)(4))

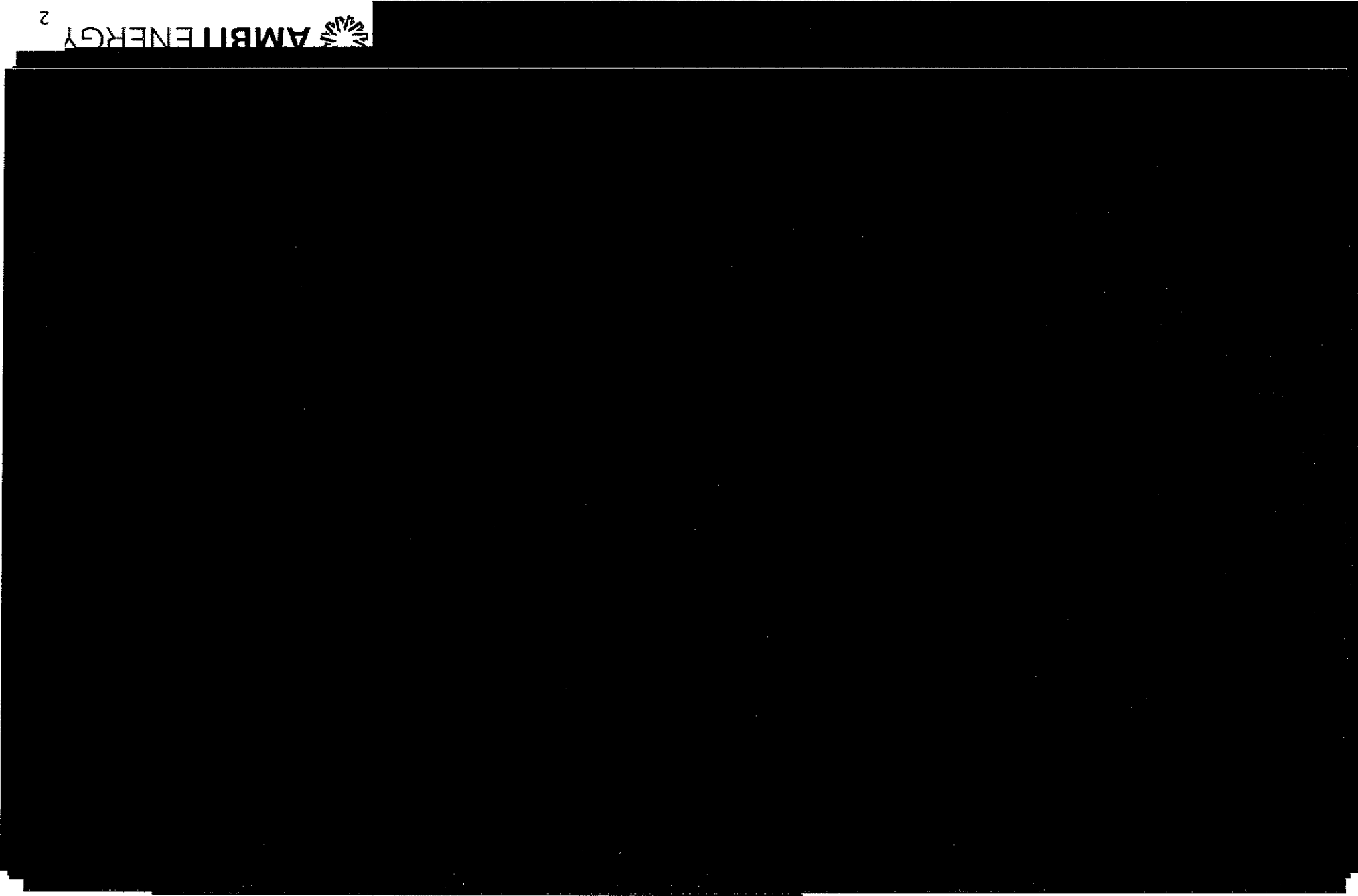
A copy of field audit standards used to evaluate the performance of employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences (2006.01(t)(5))

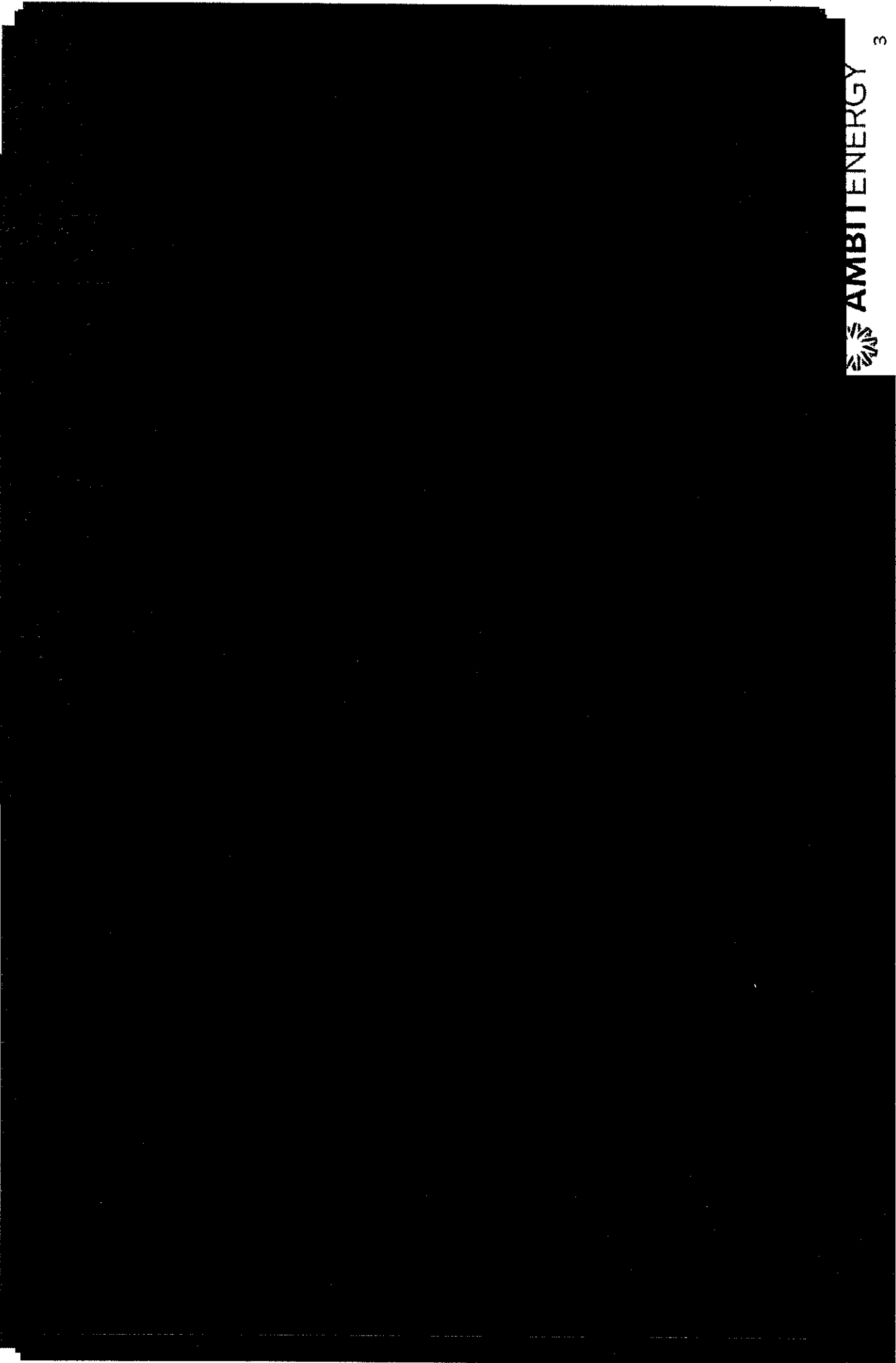
Provide a copy of each contract to be used for residential customers and for small commercial customers, including any schedules or other documentation attached to, incorporated to, or referenced in such contract. (2006.01w)

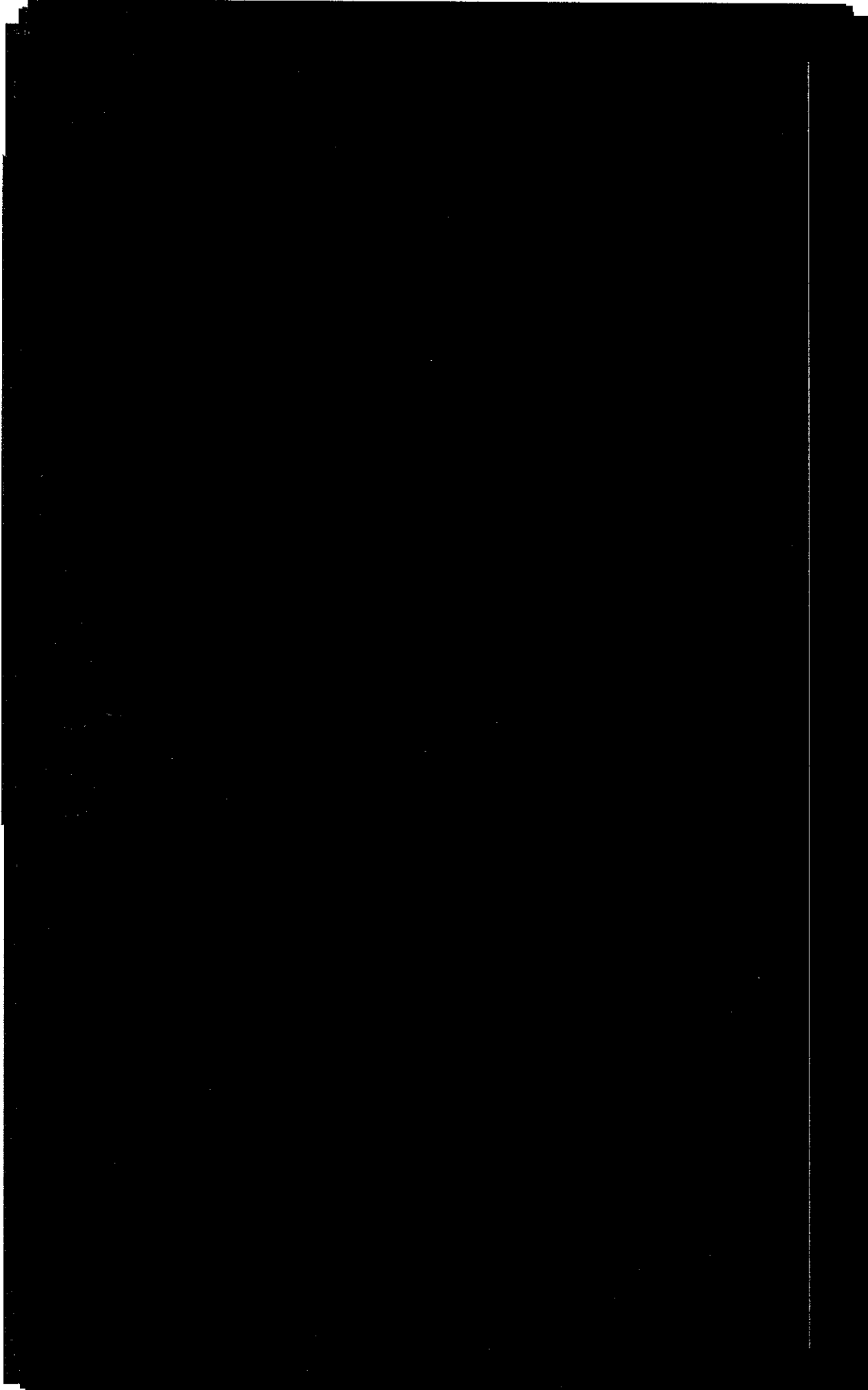
Attachment G

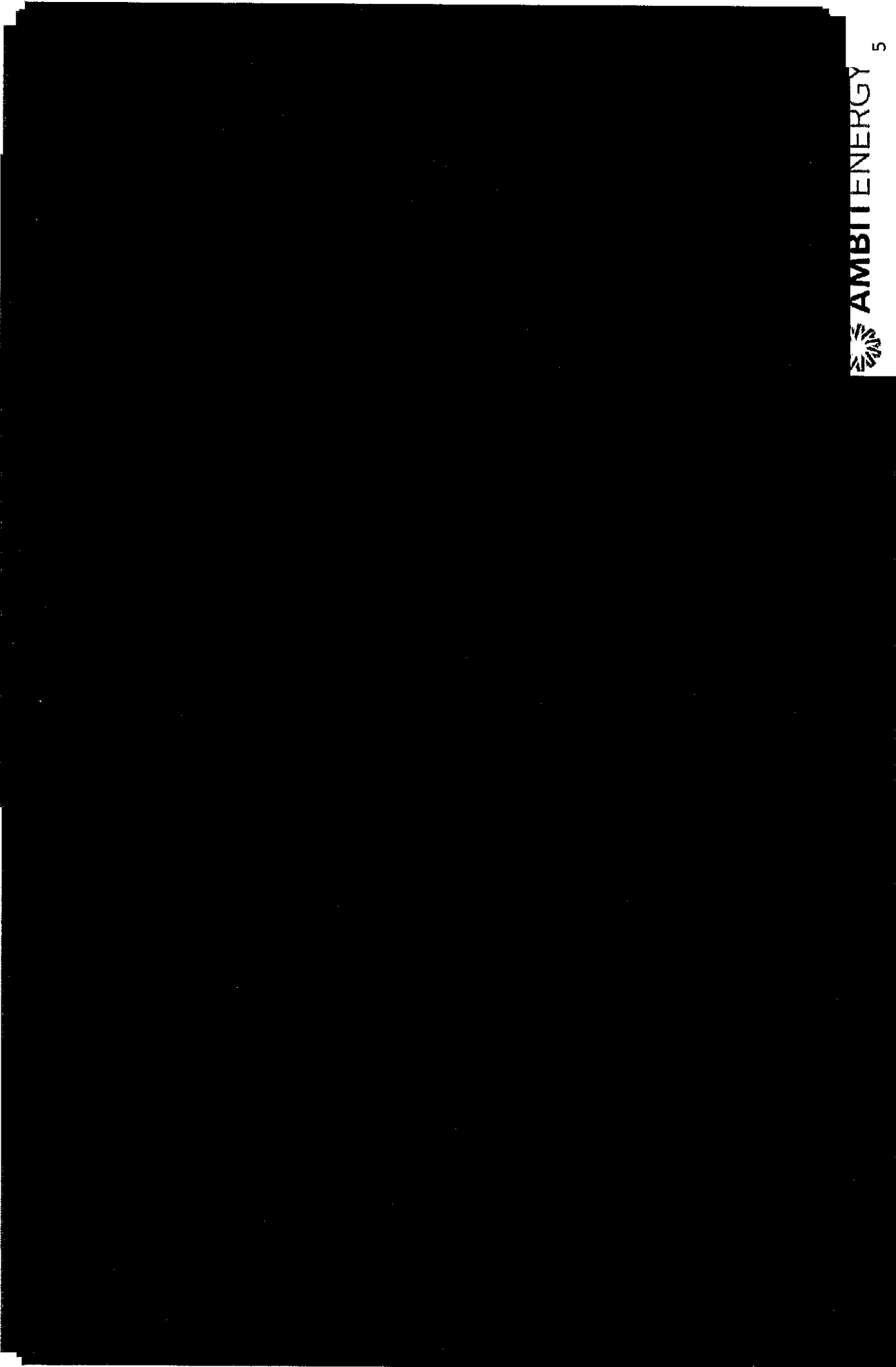
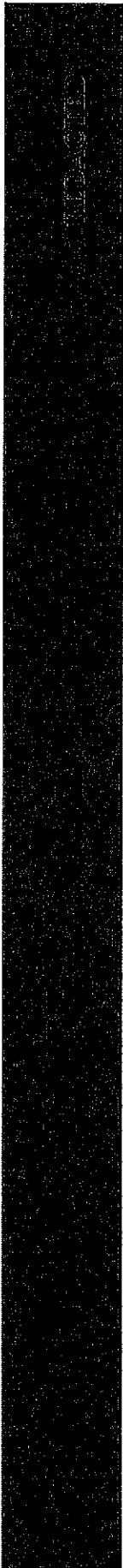
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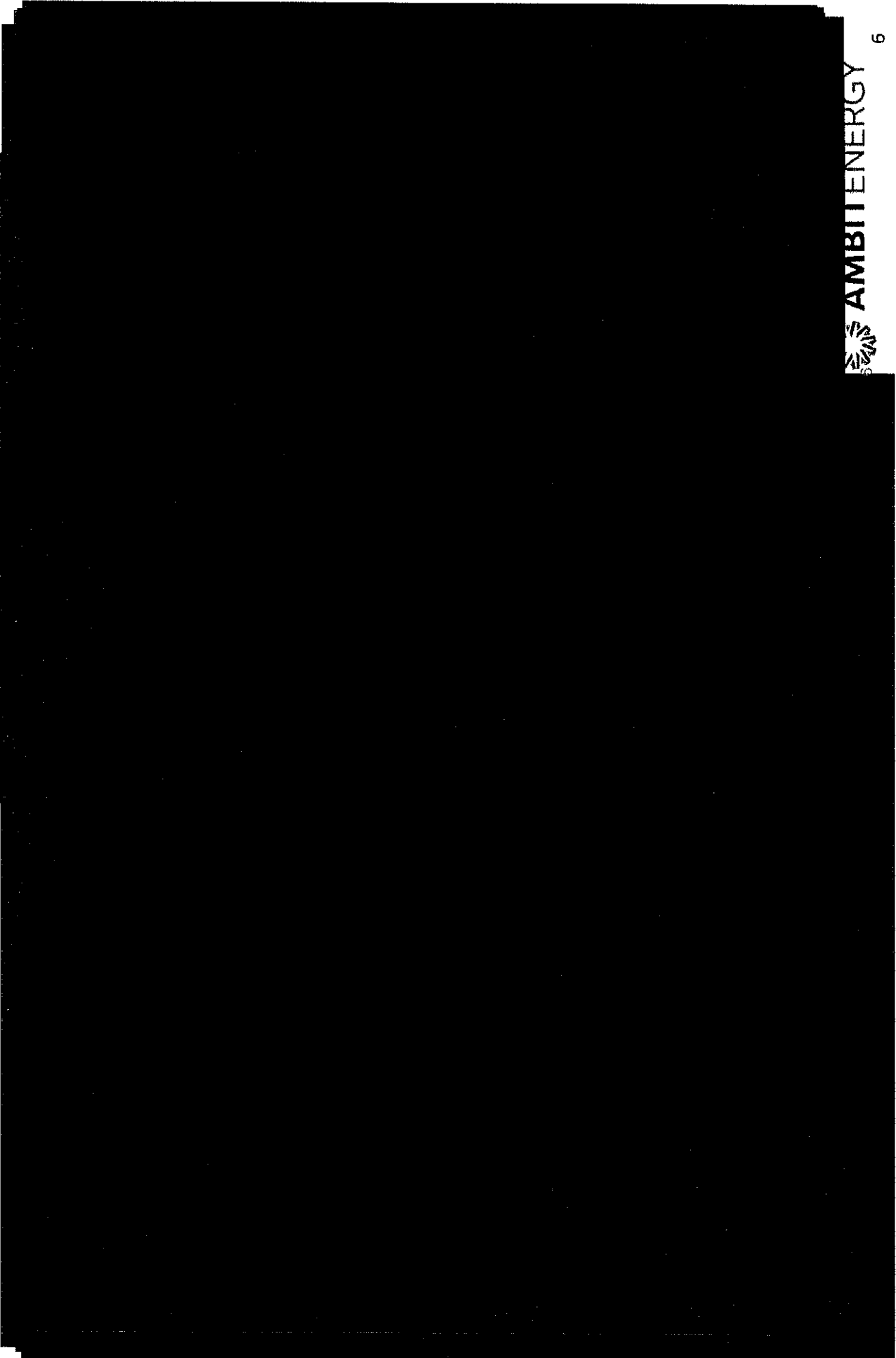
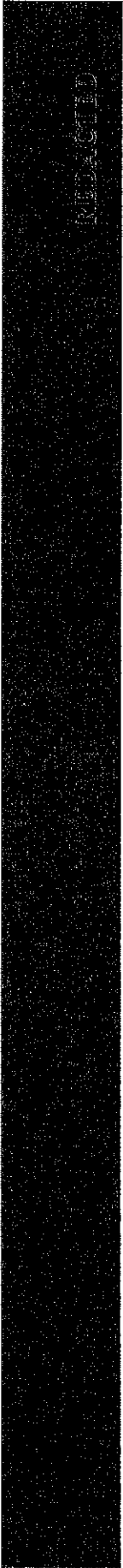






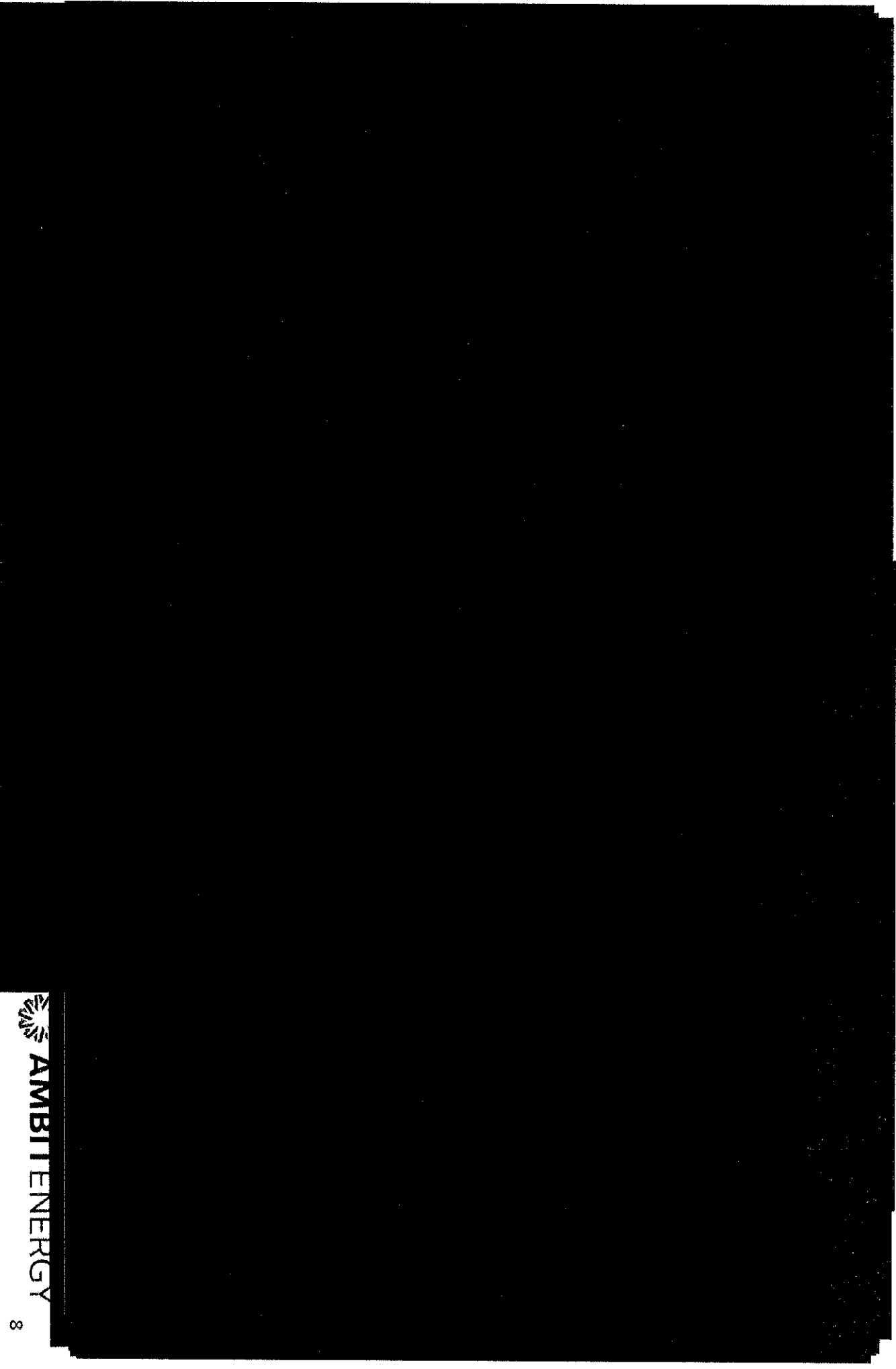
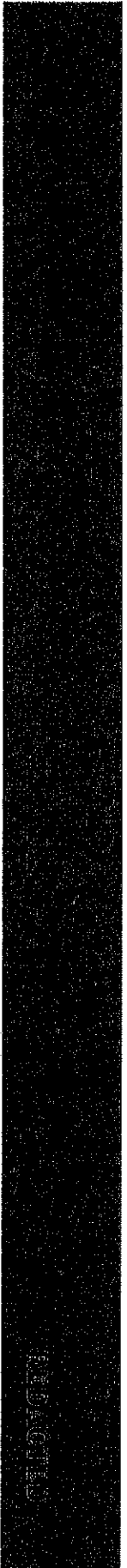


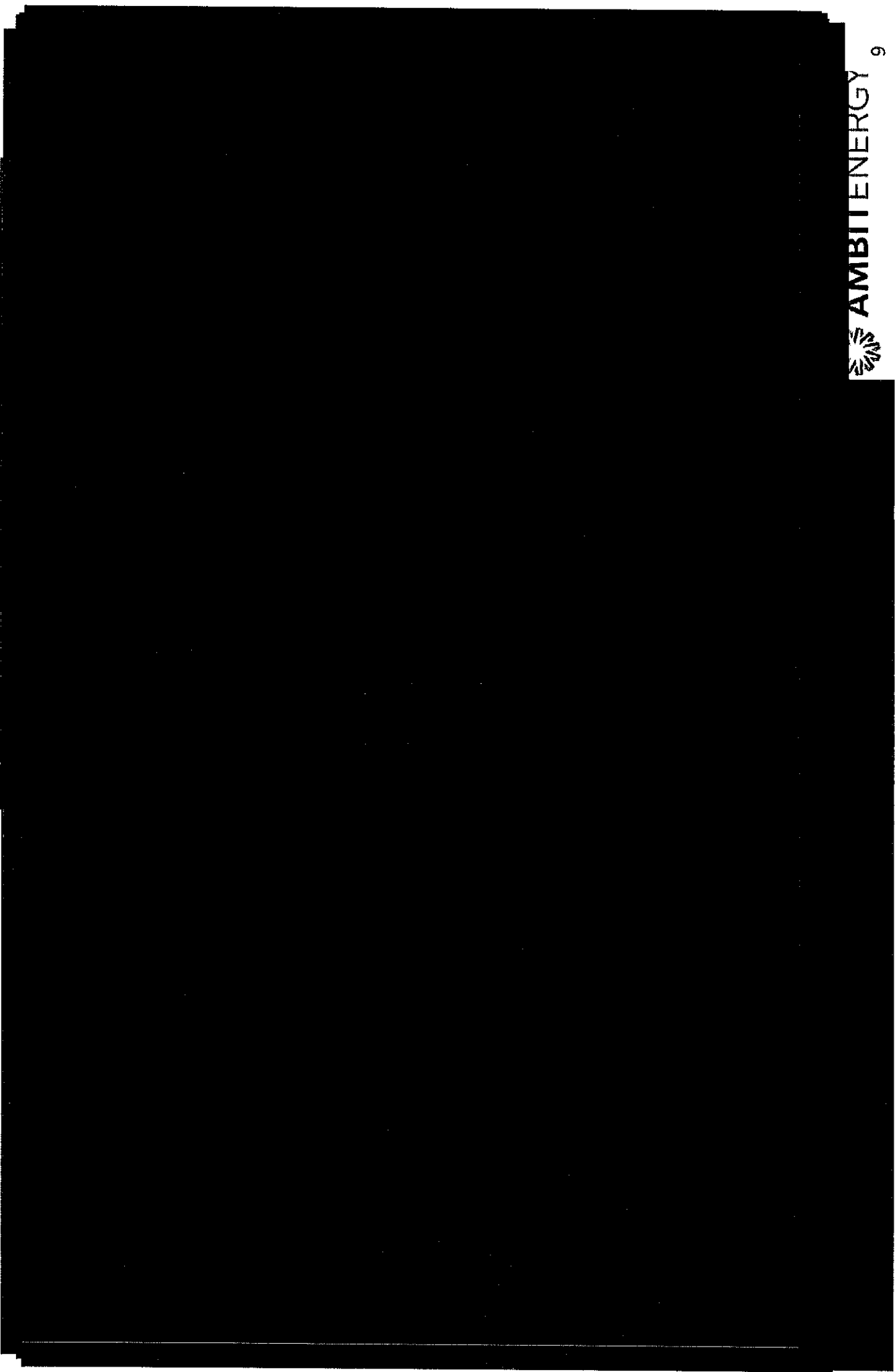
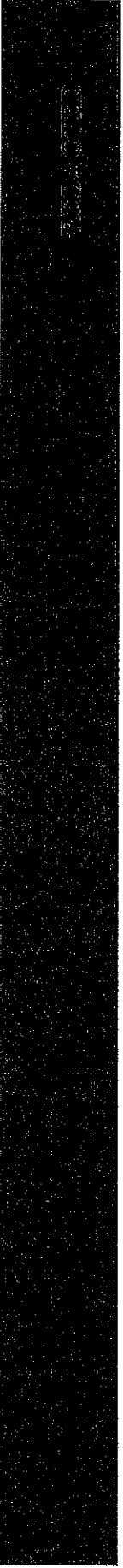


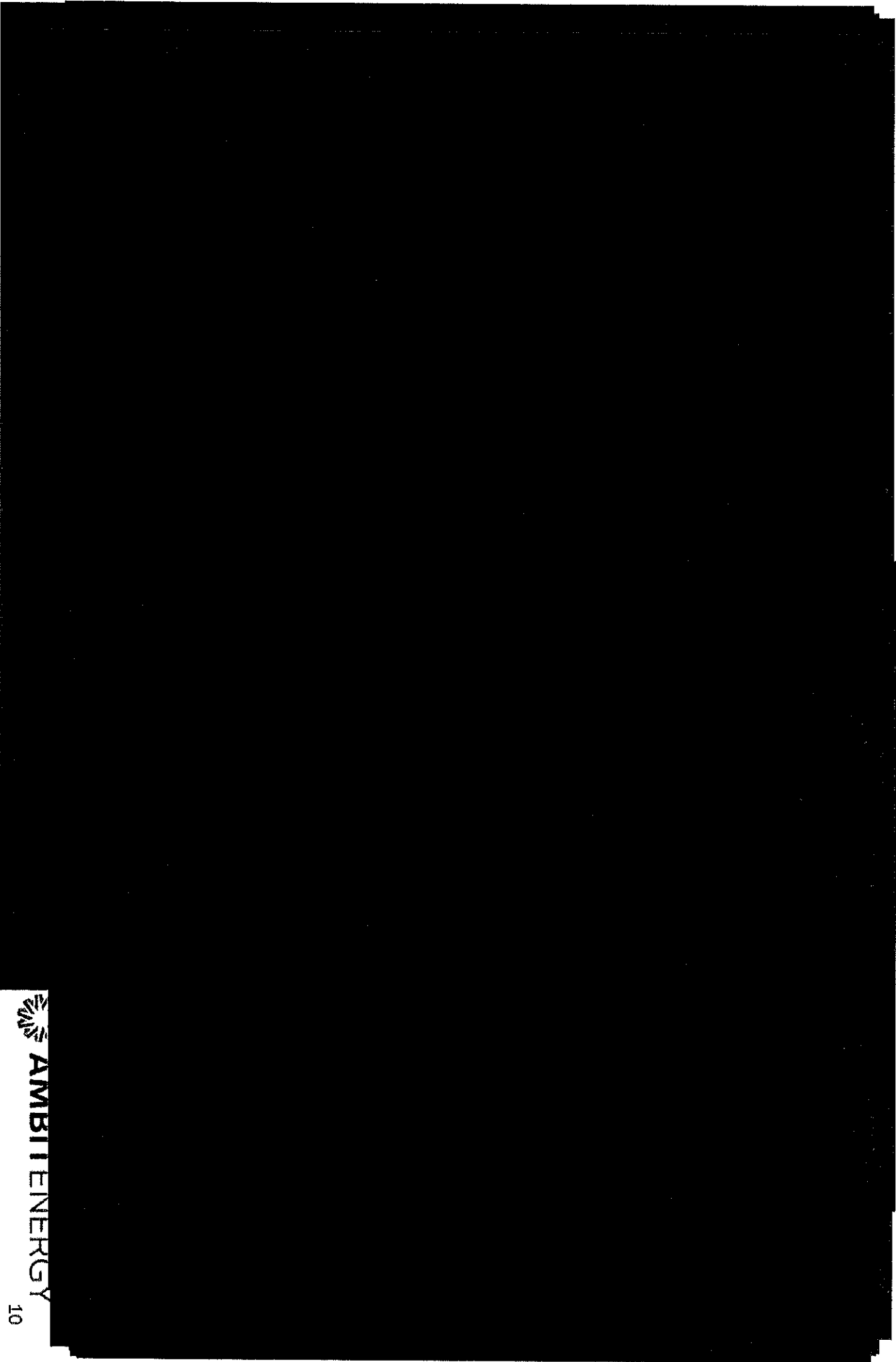




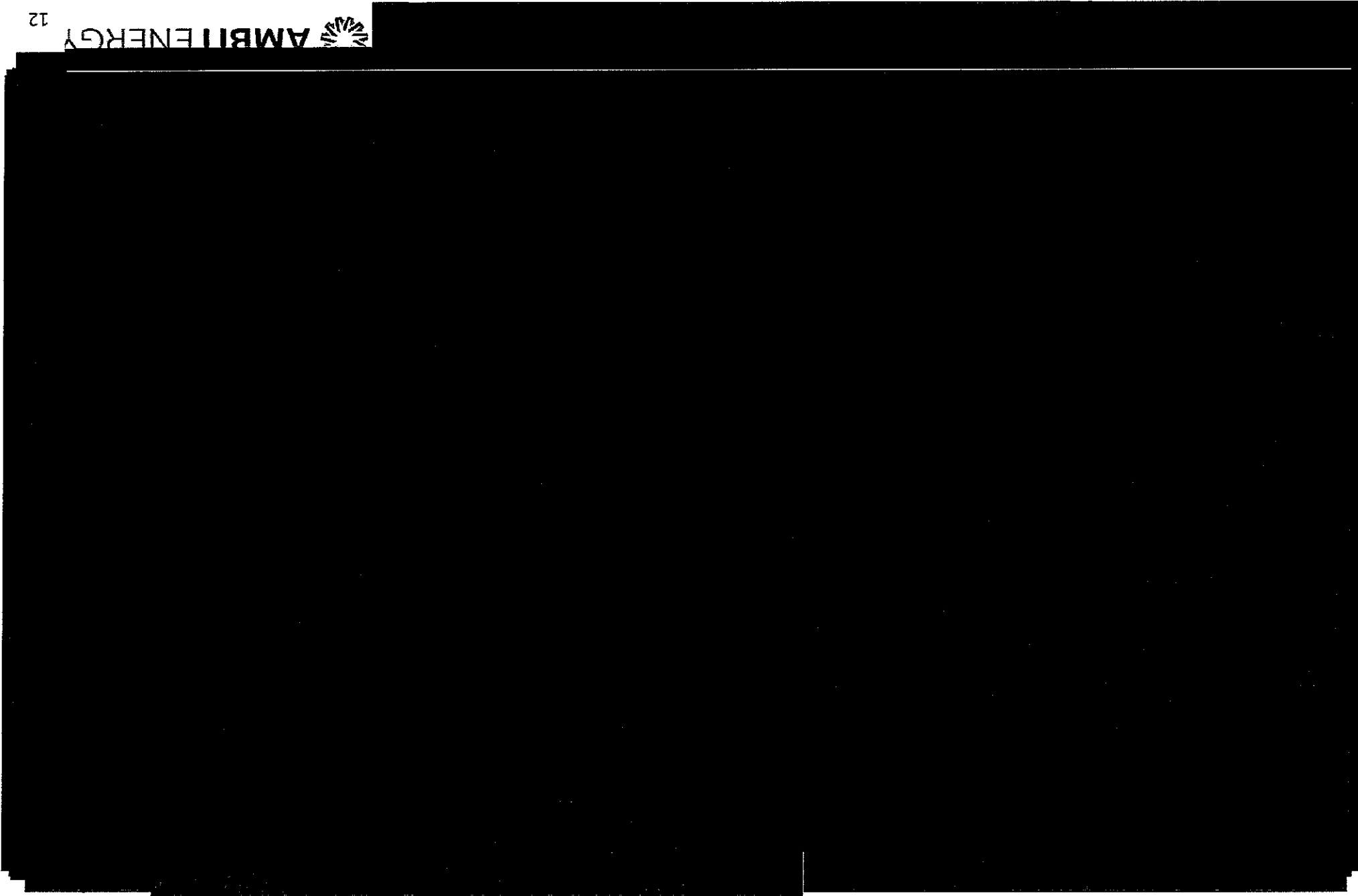


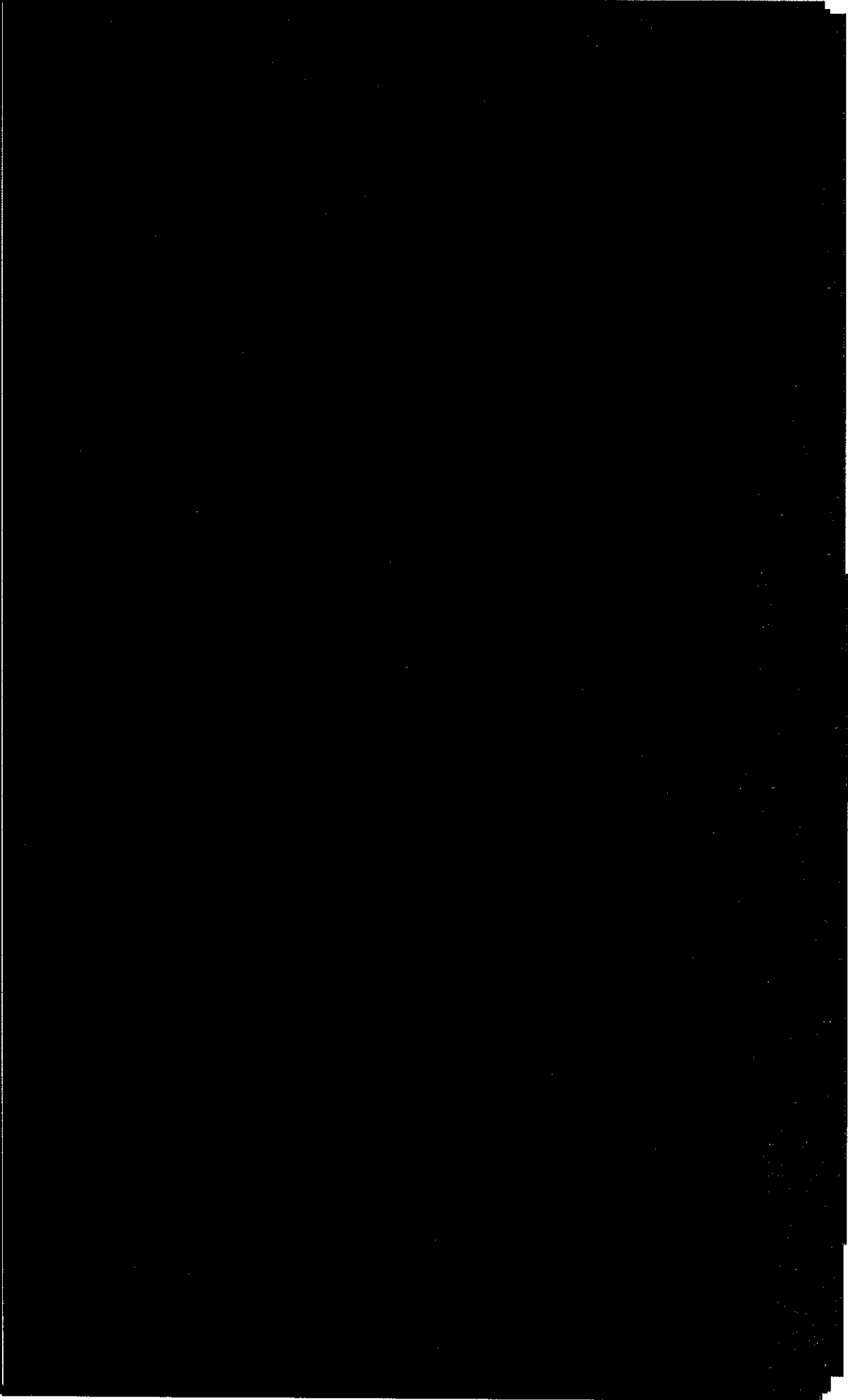
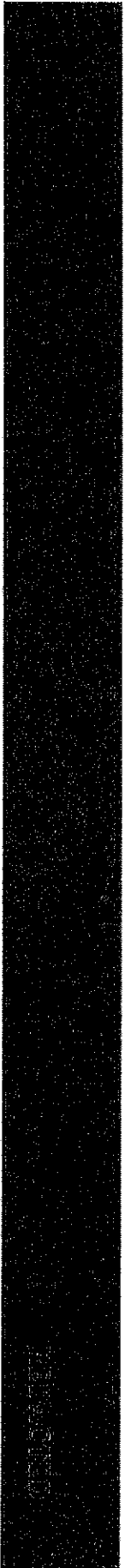


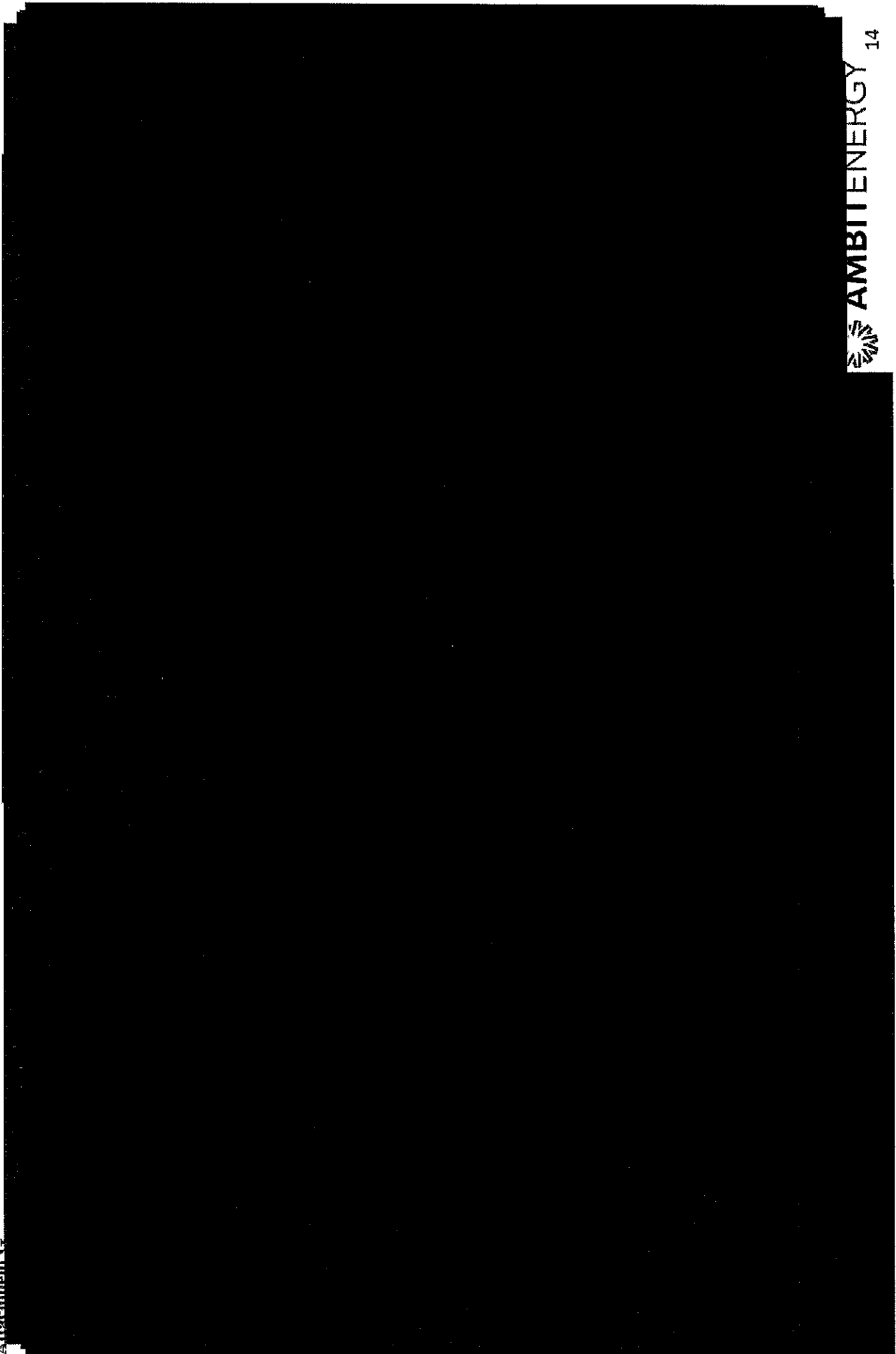


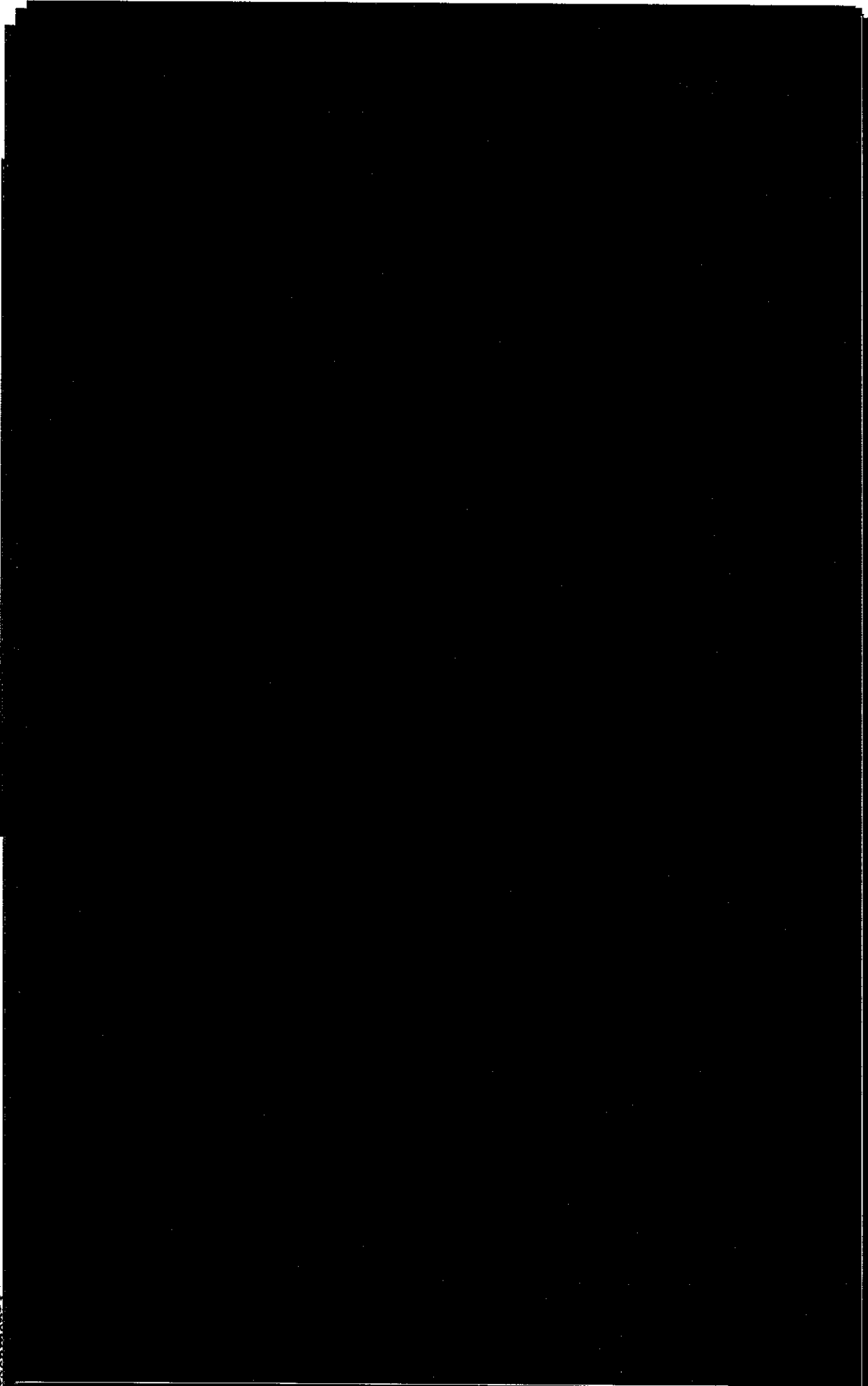
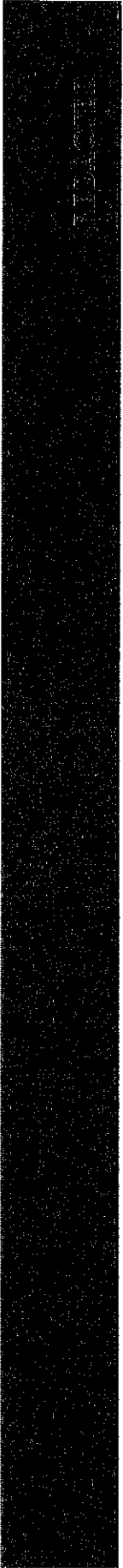




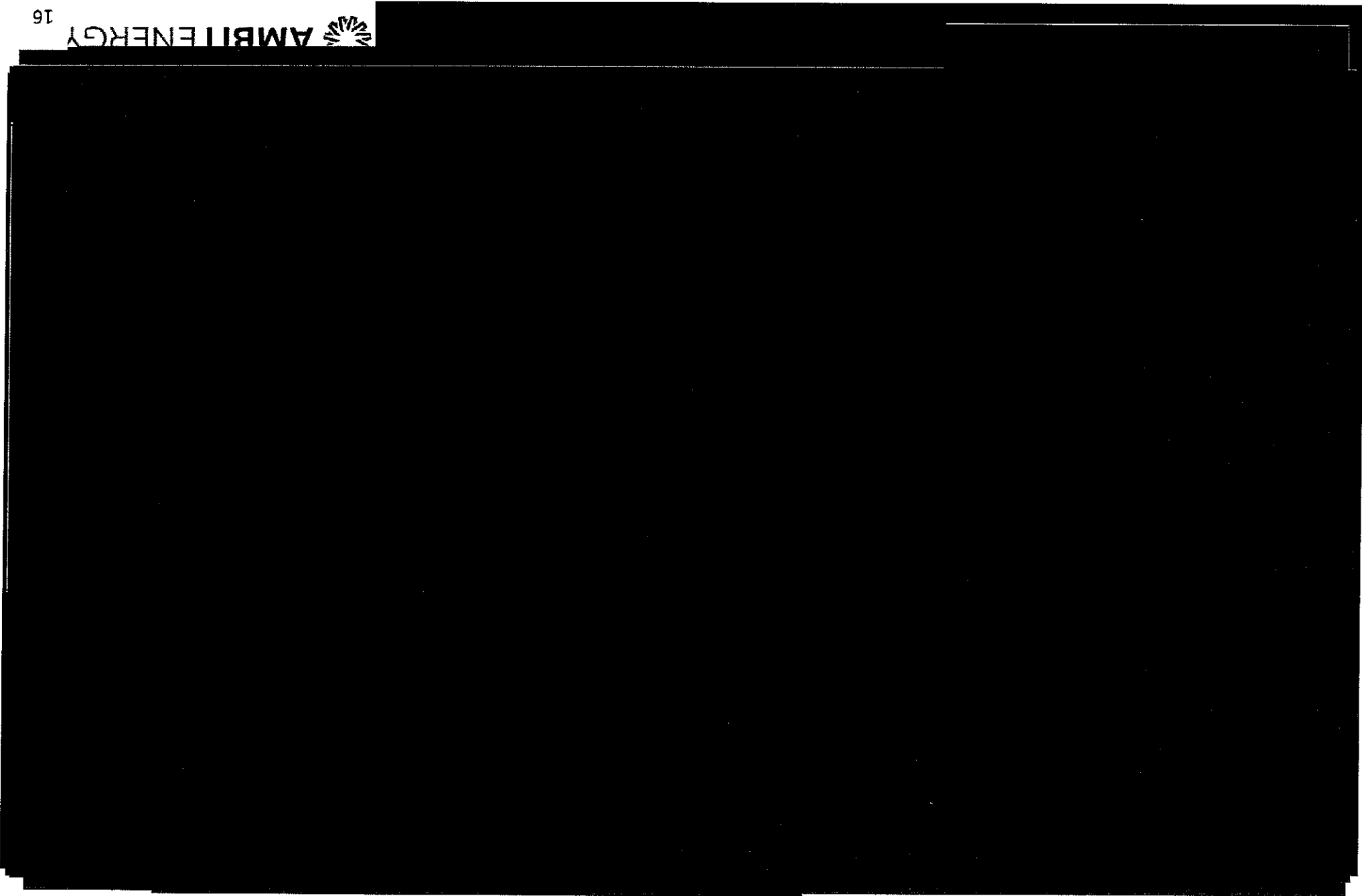








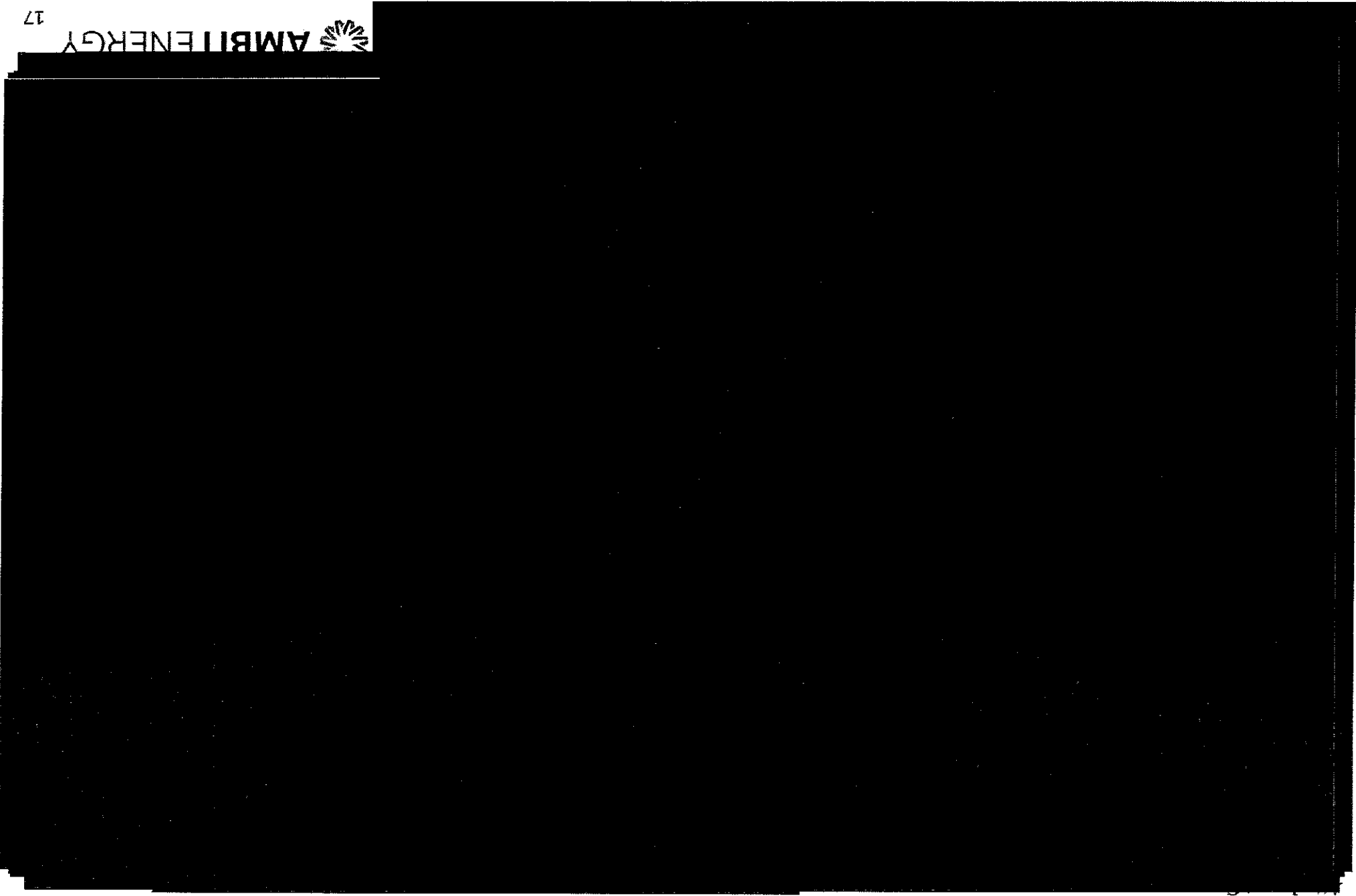


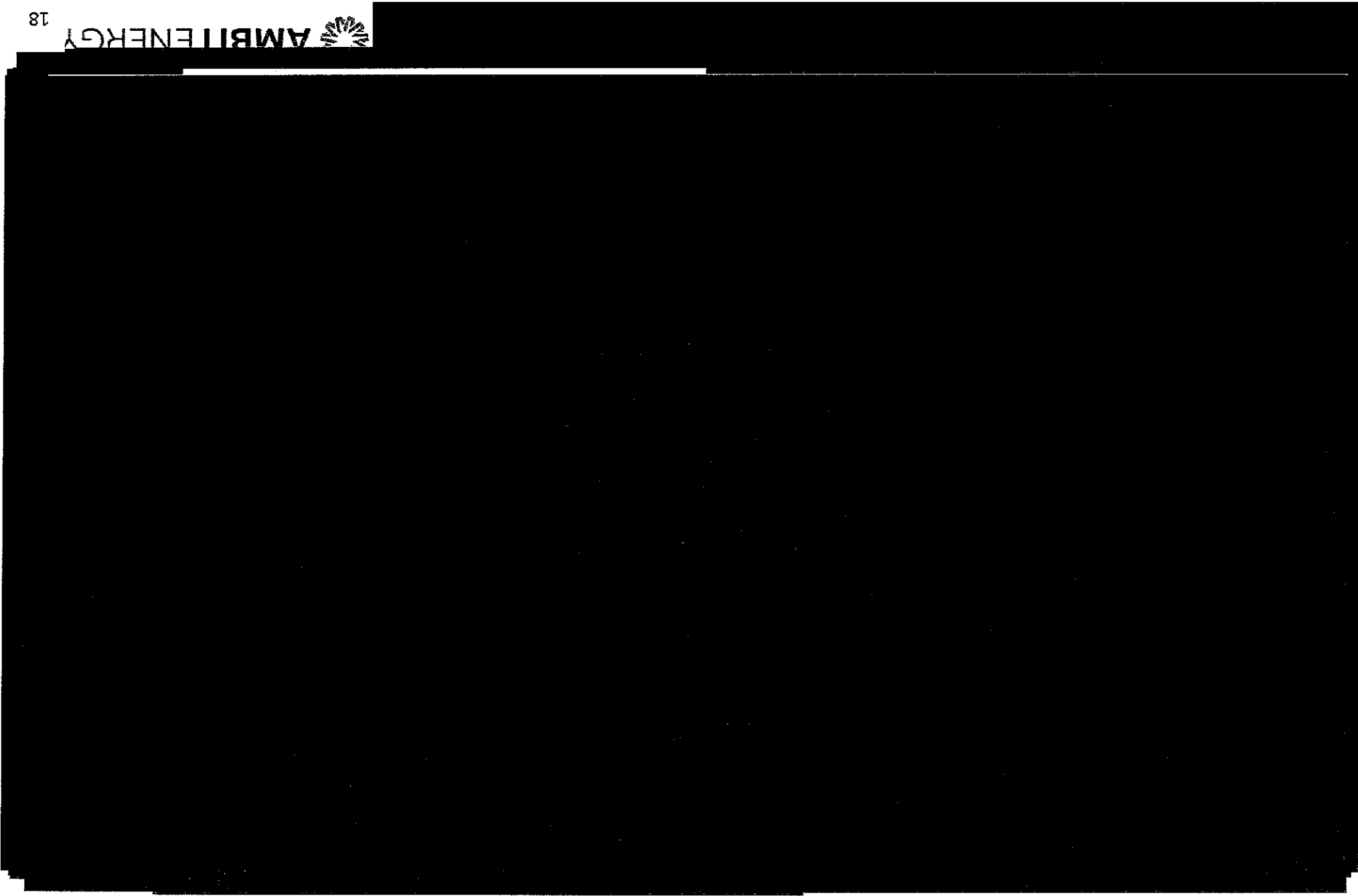


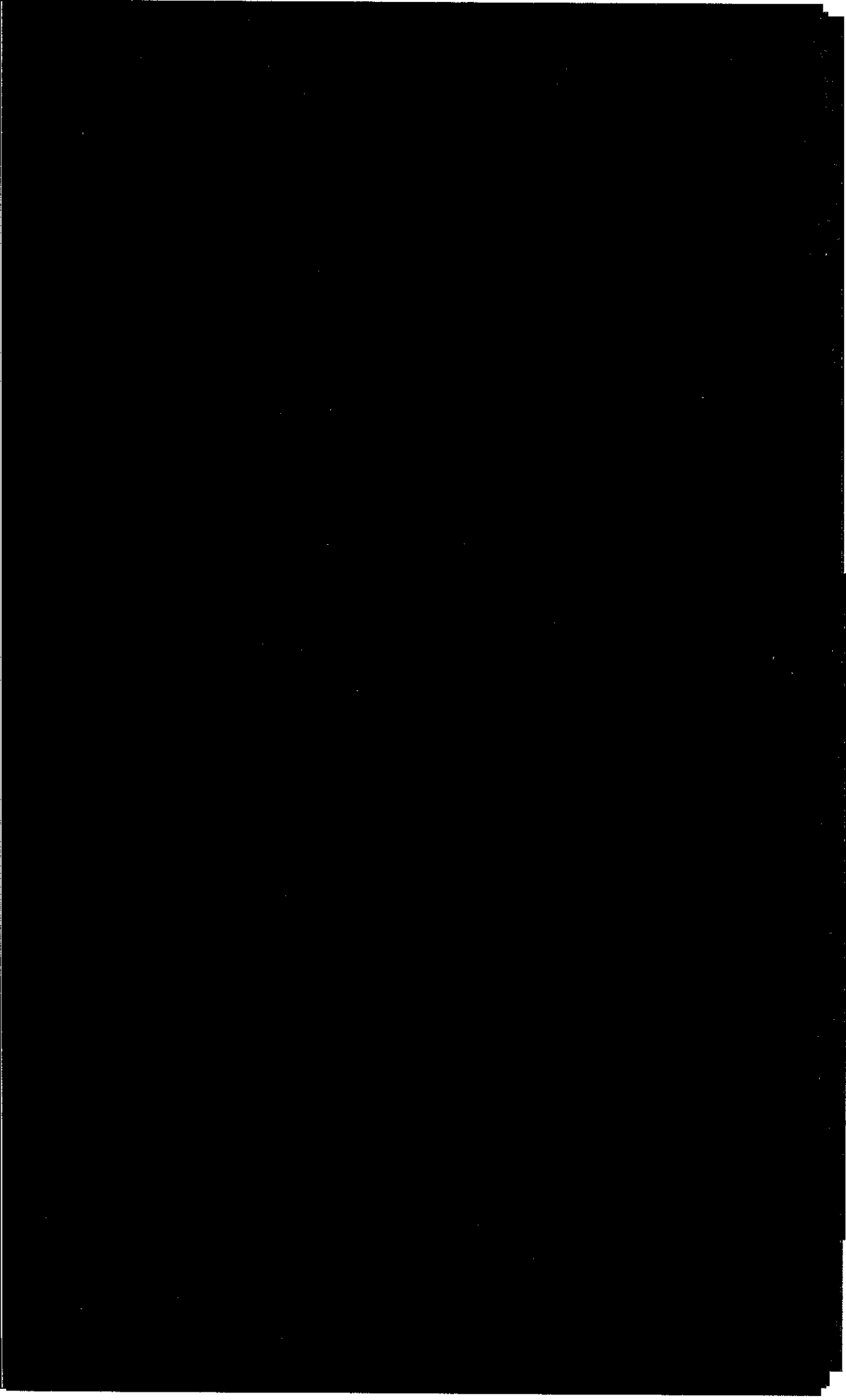
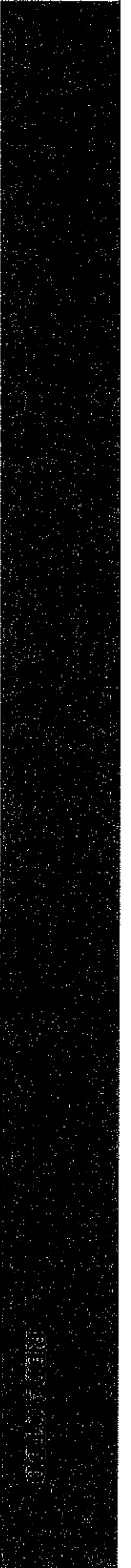
AMBIT ENERGY

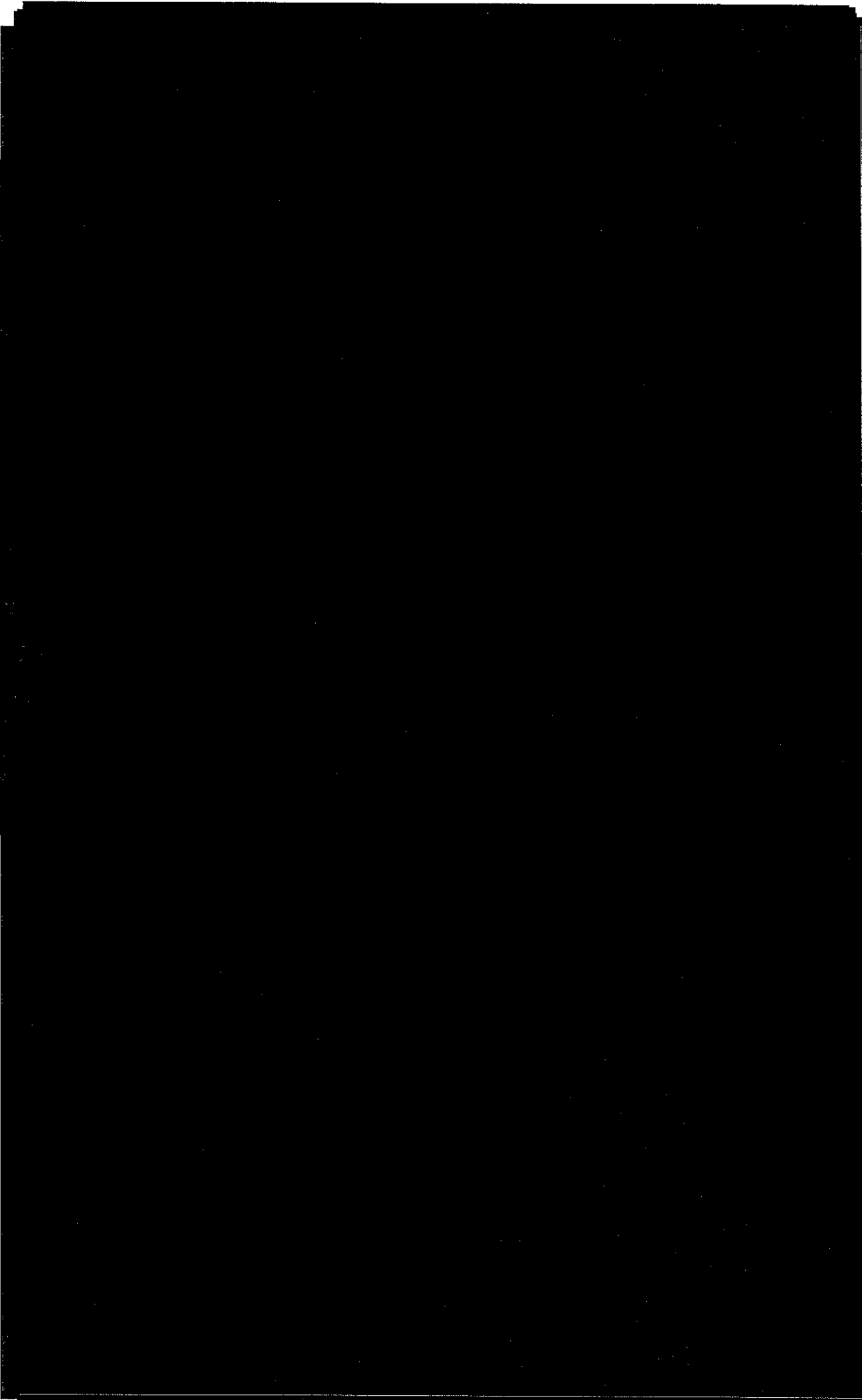
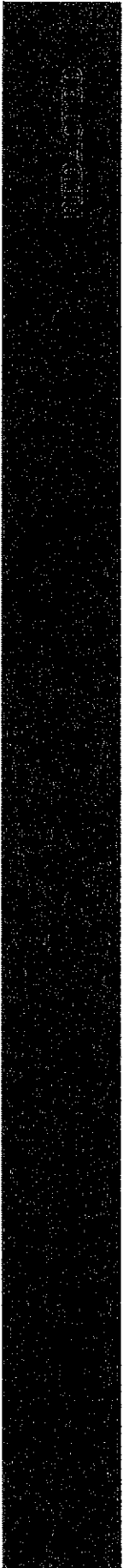
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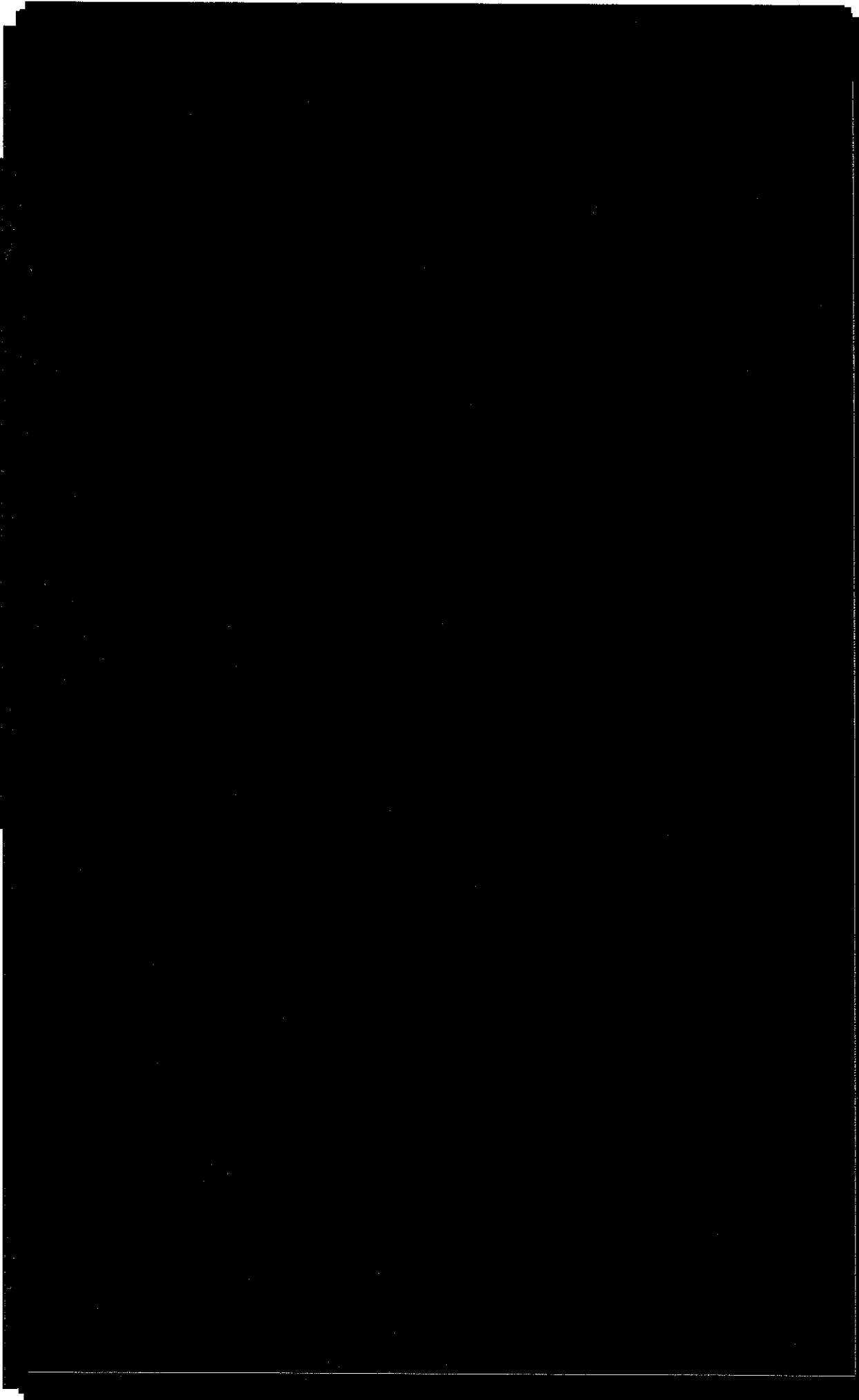


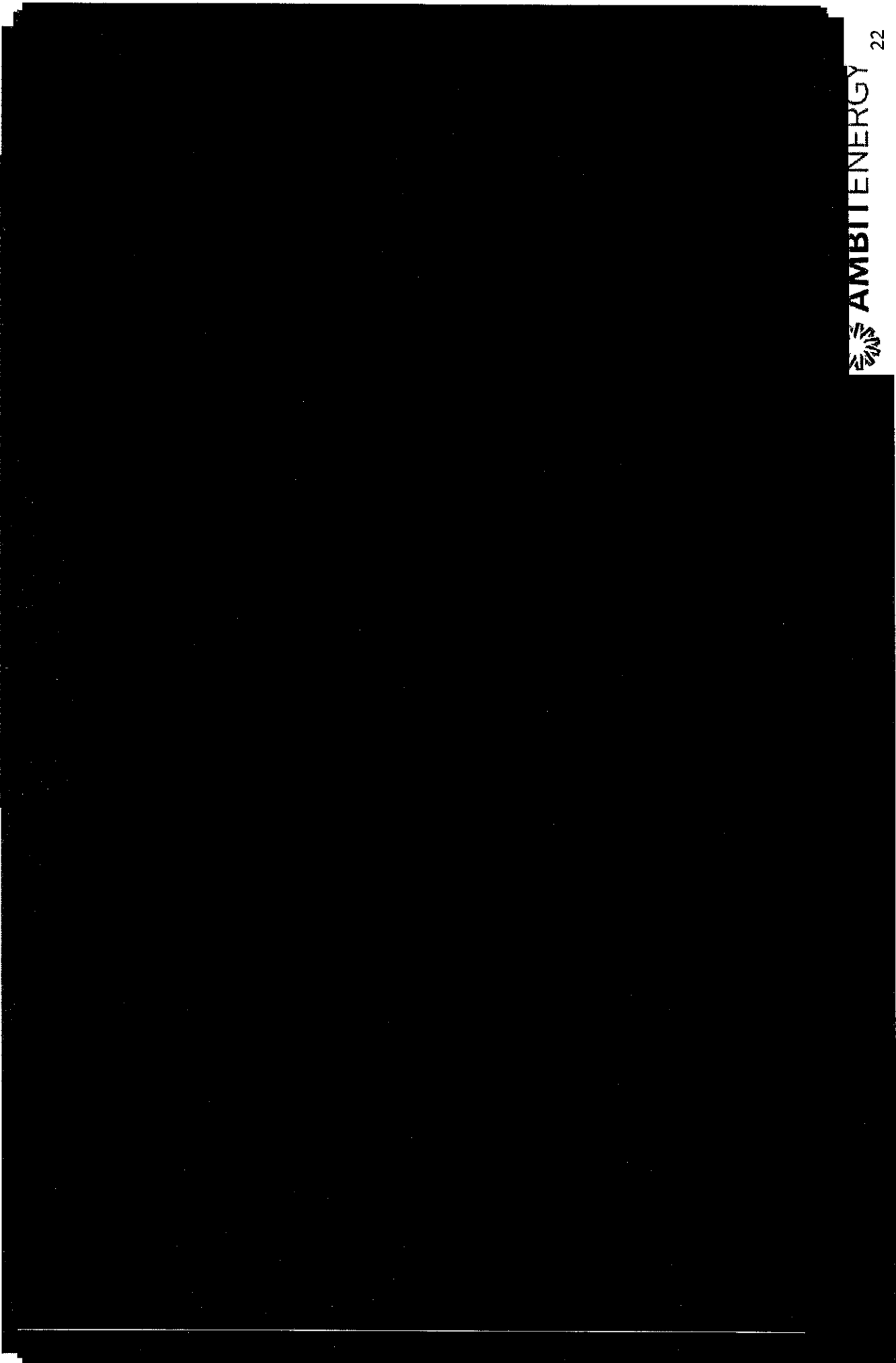


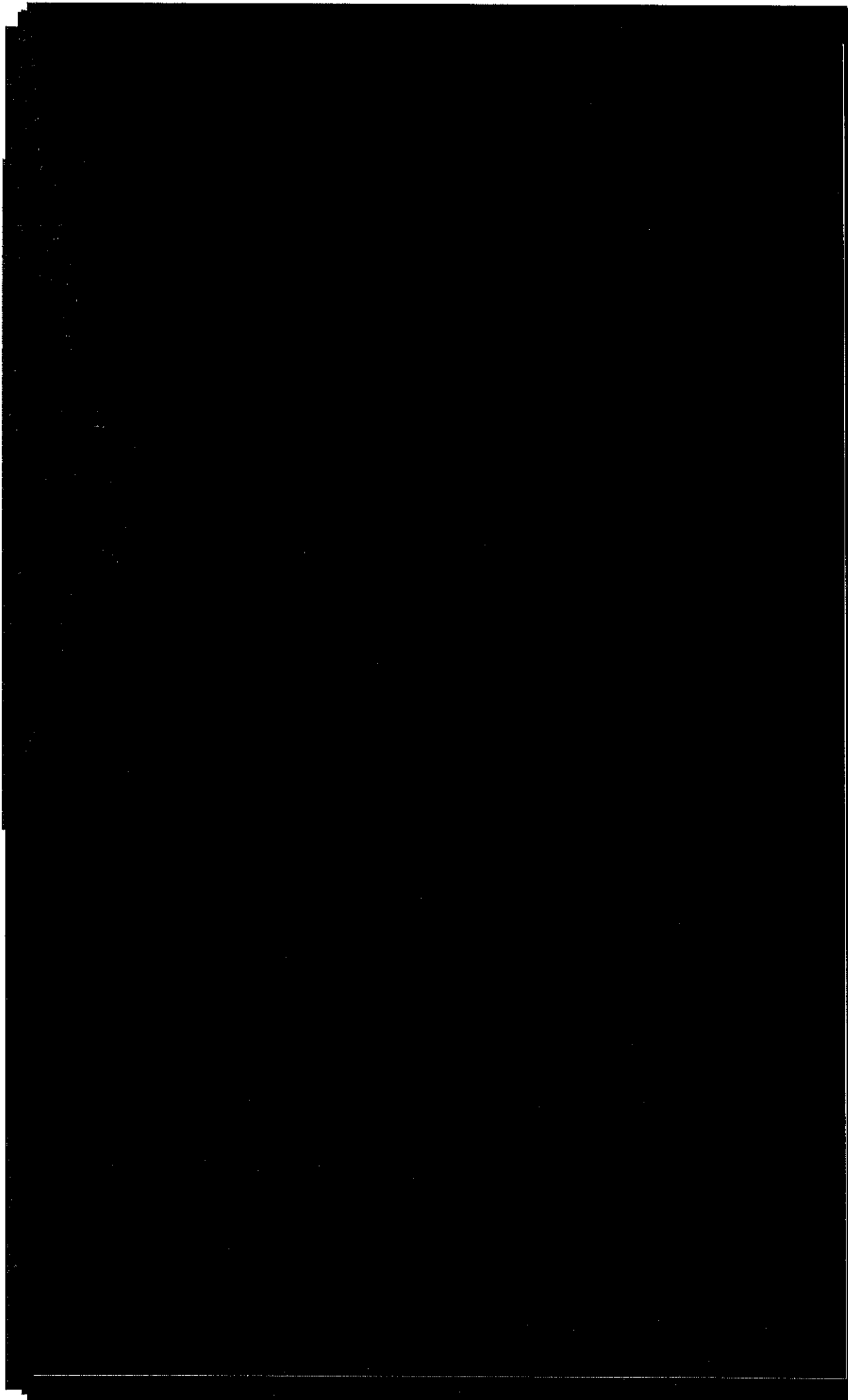
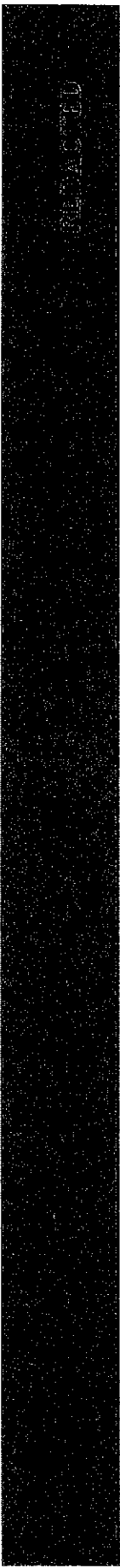








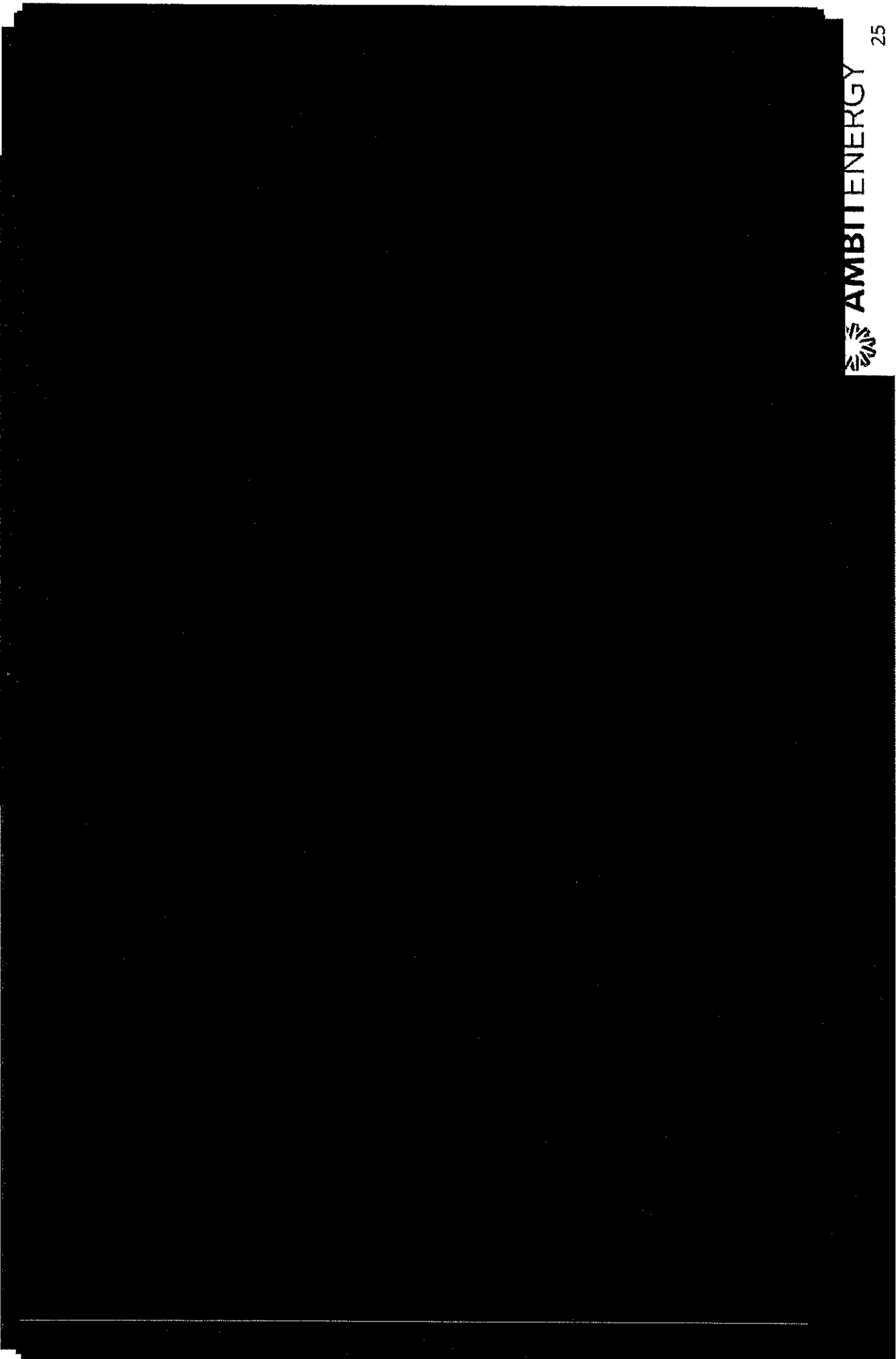


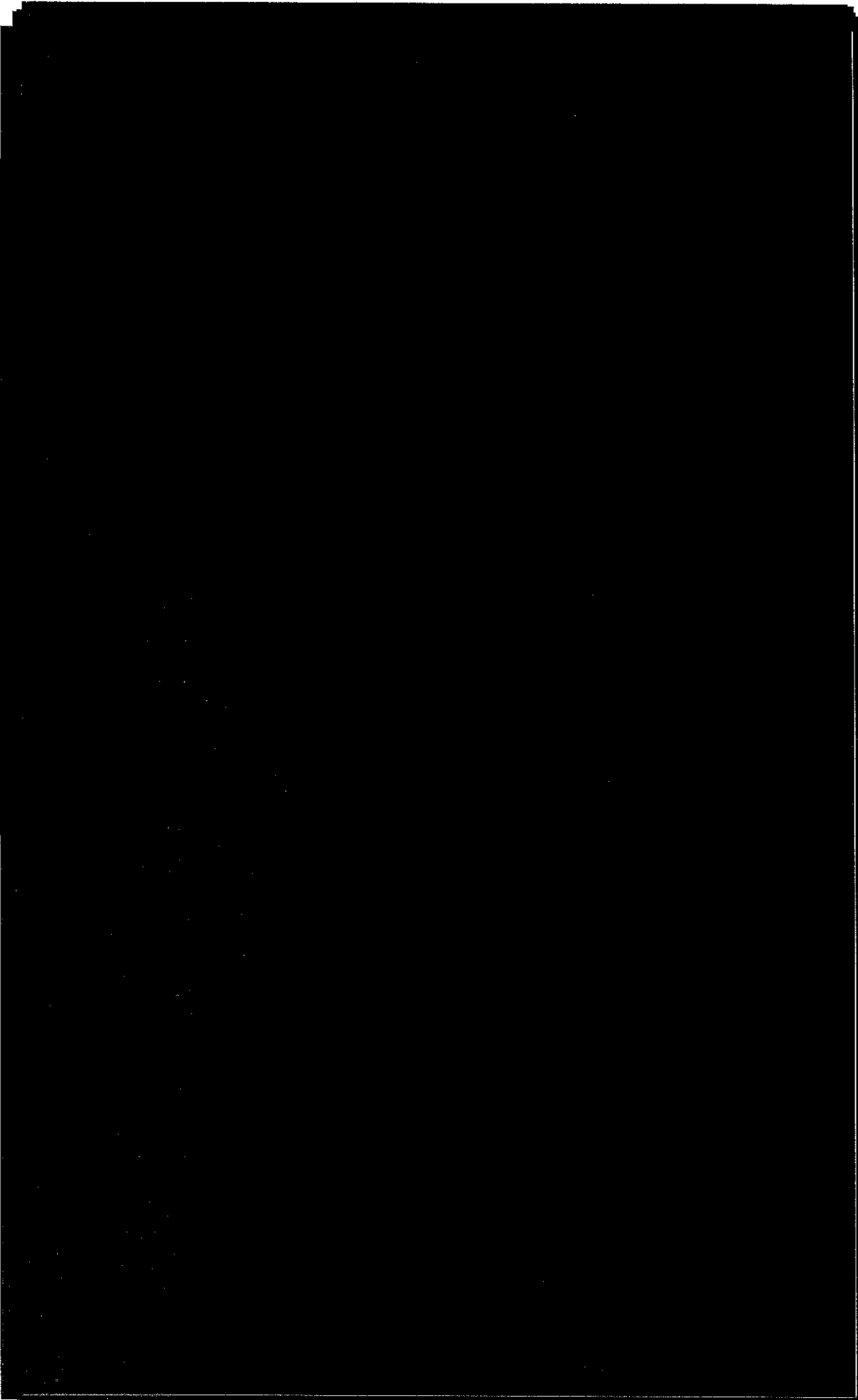




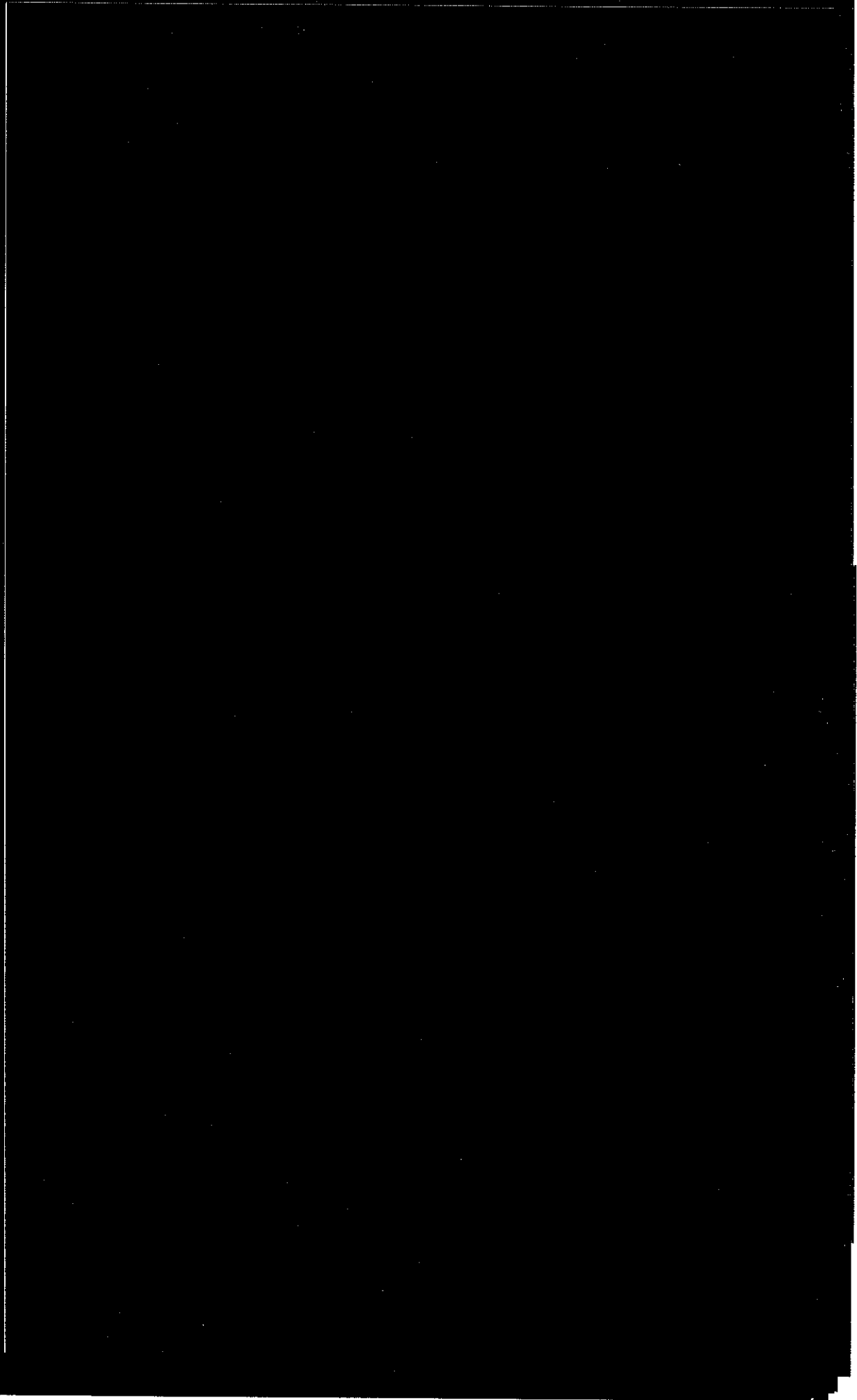
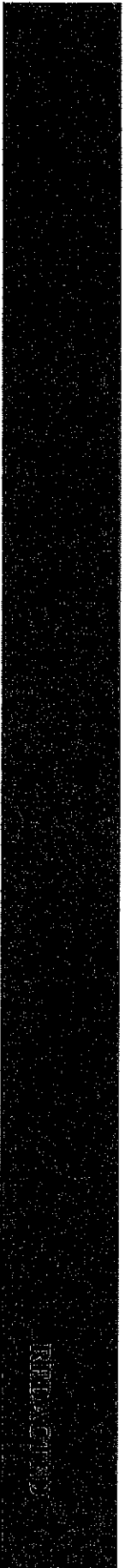
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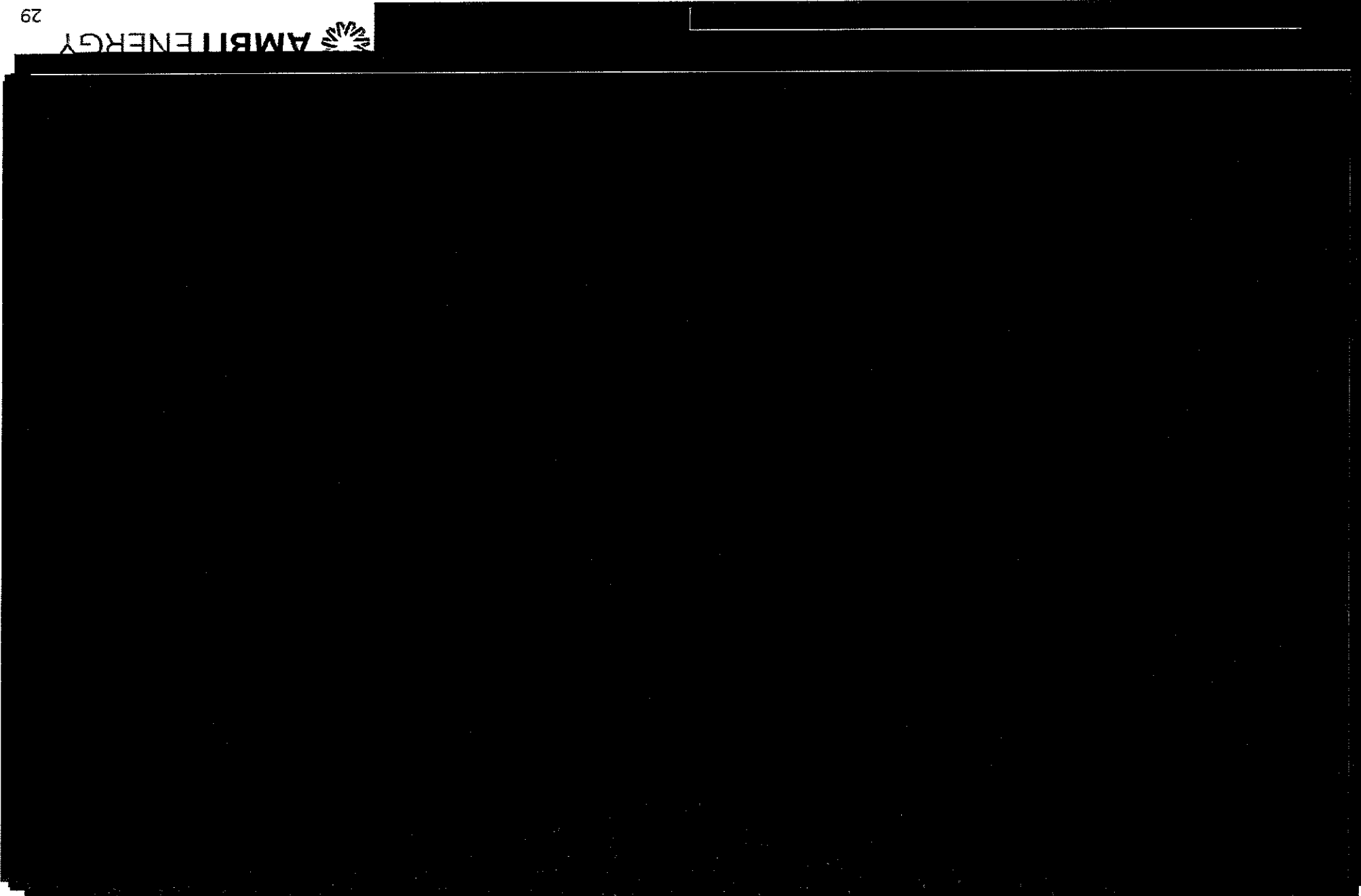
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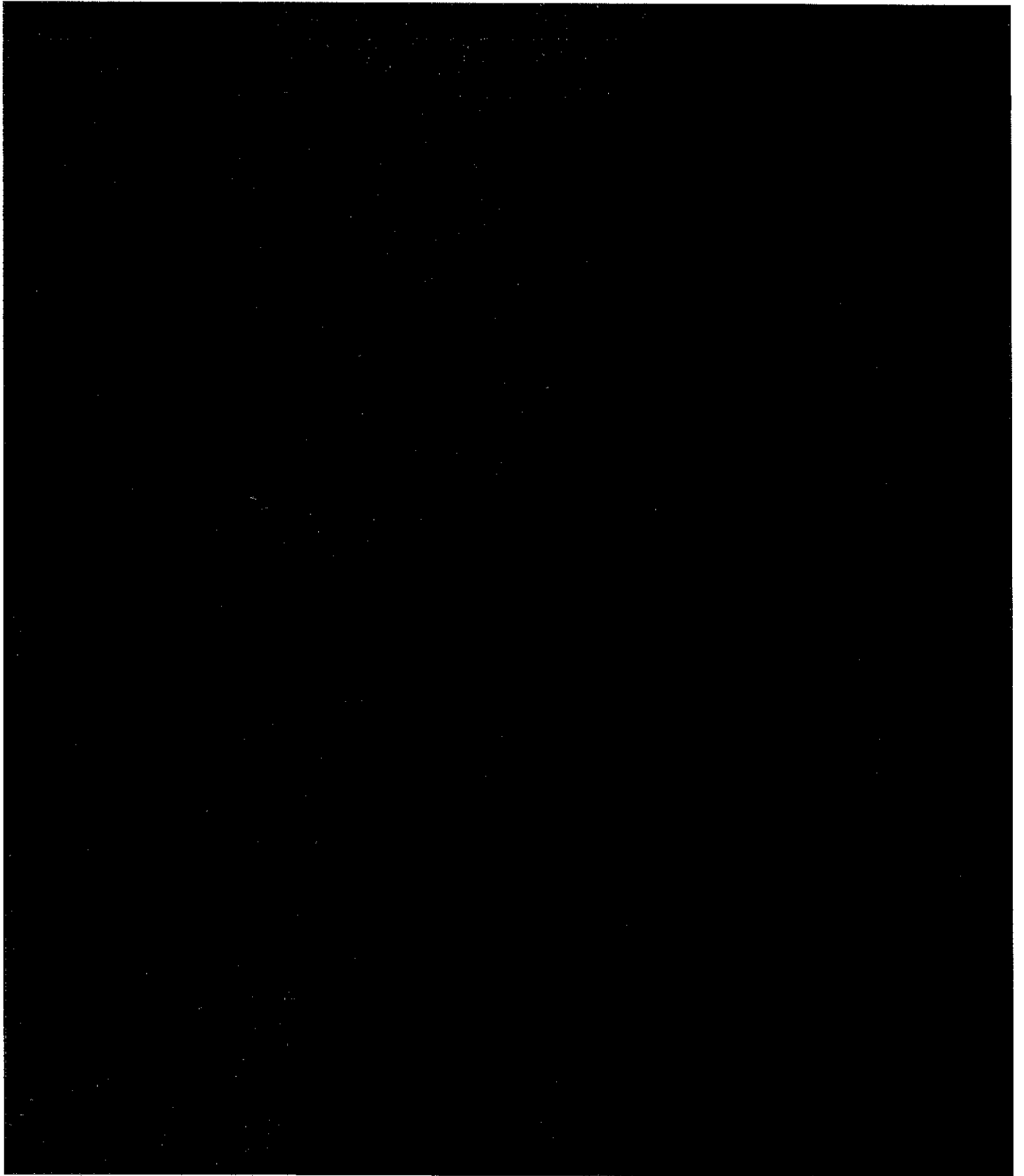
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REDACTED





Independent Consultant Application









Attachment G - Independent Consultants in NH

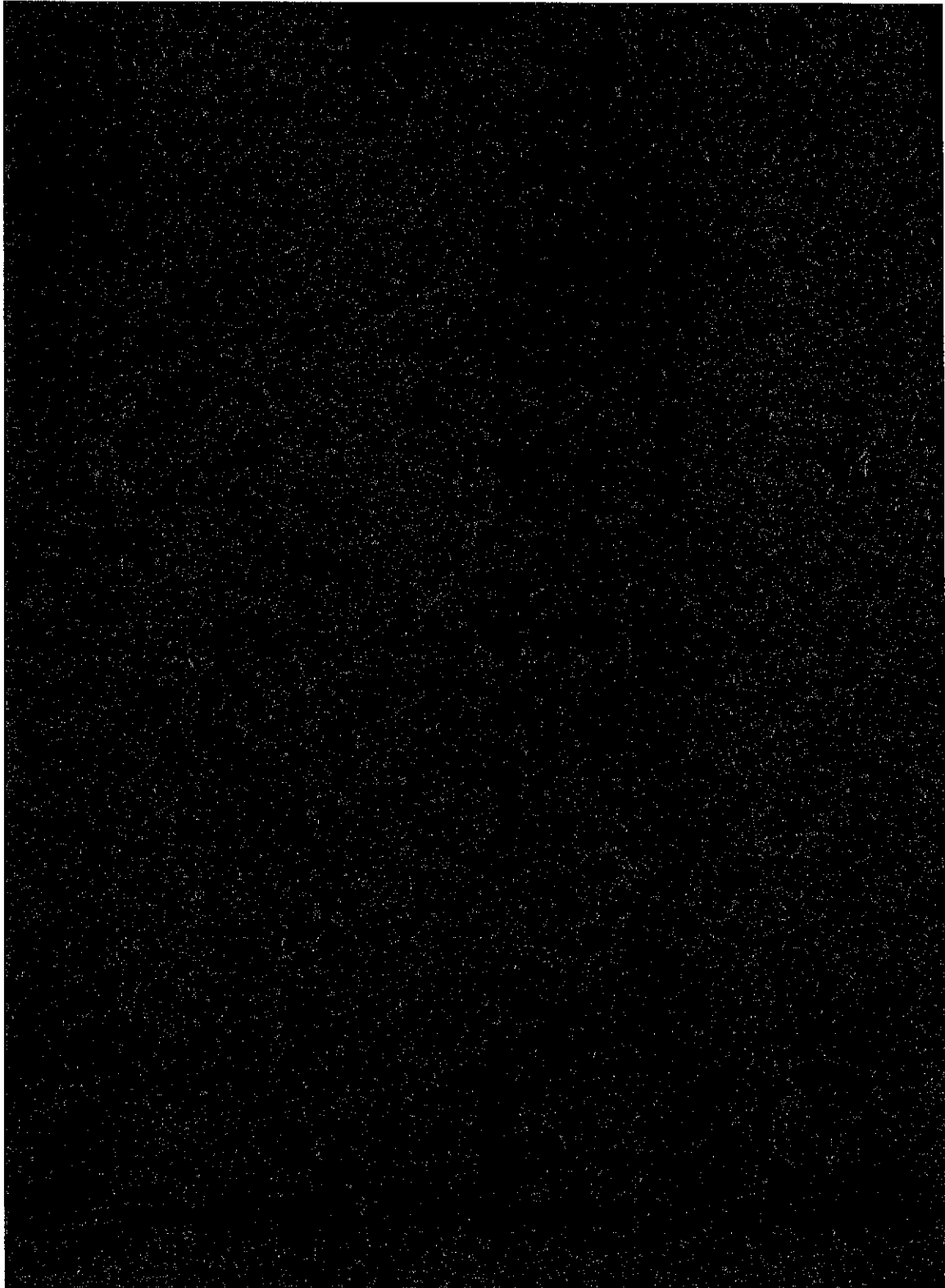
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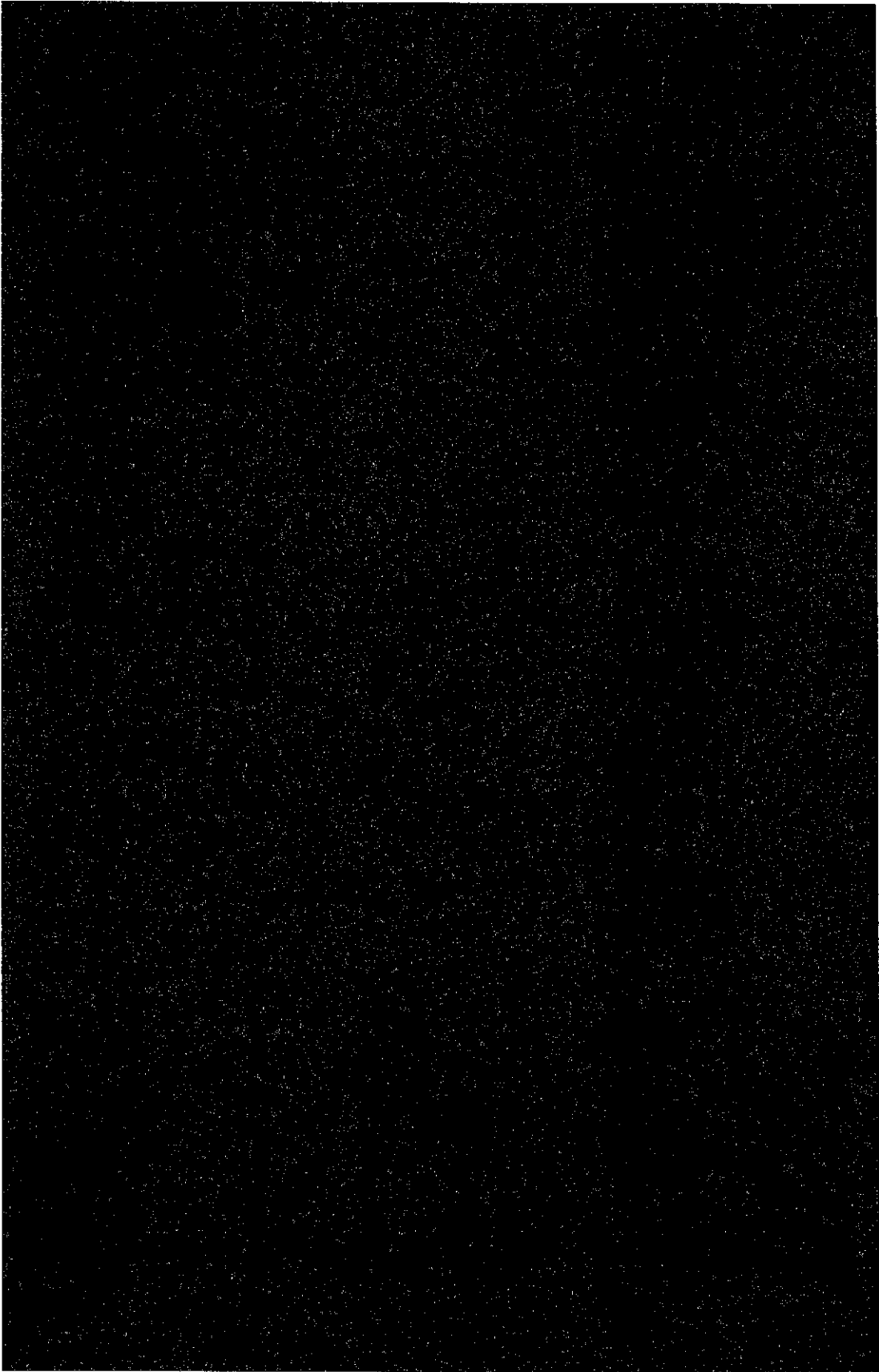


**DIRECT SELLING ASSOCIATION**

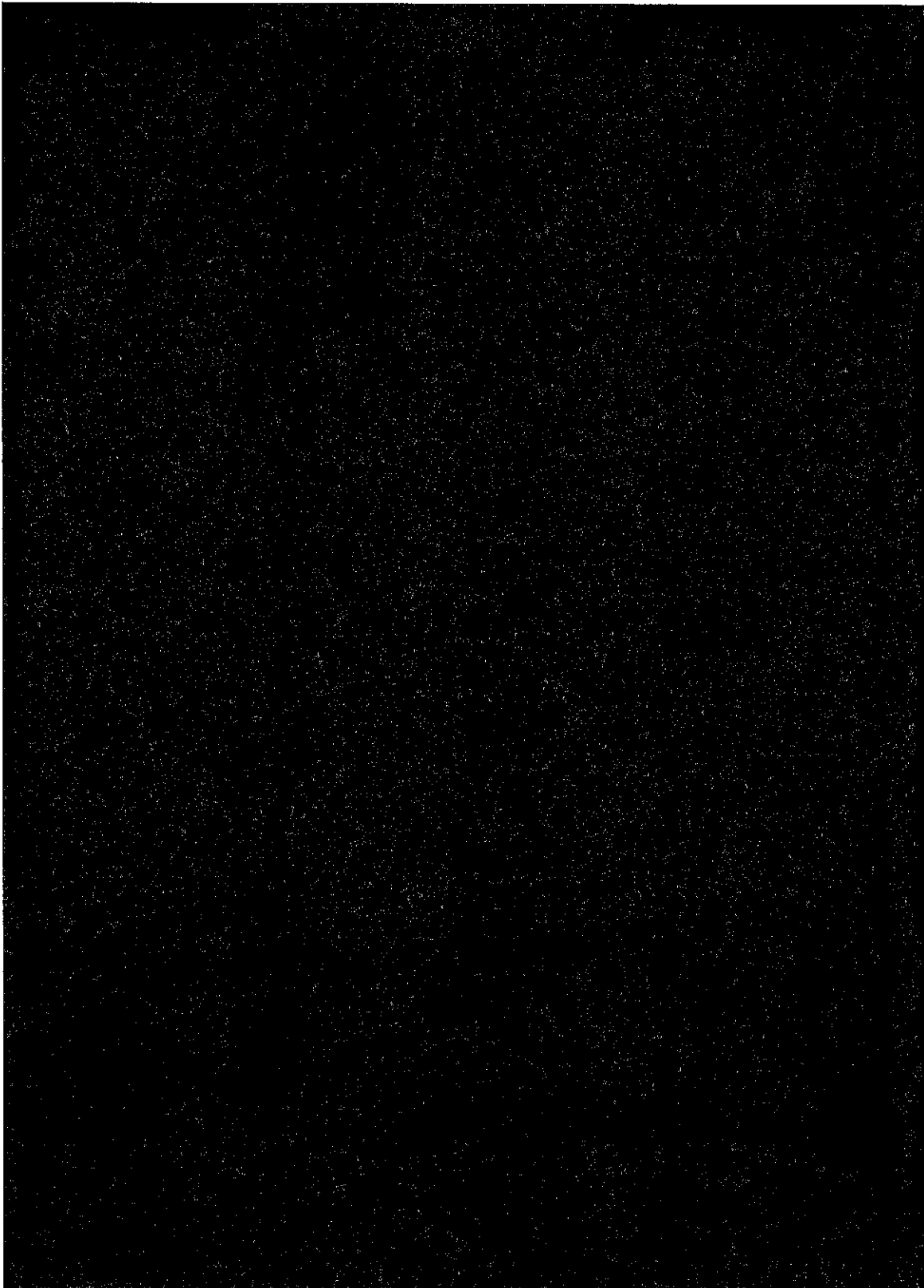
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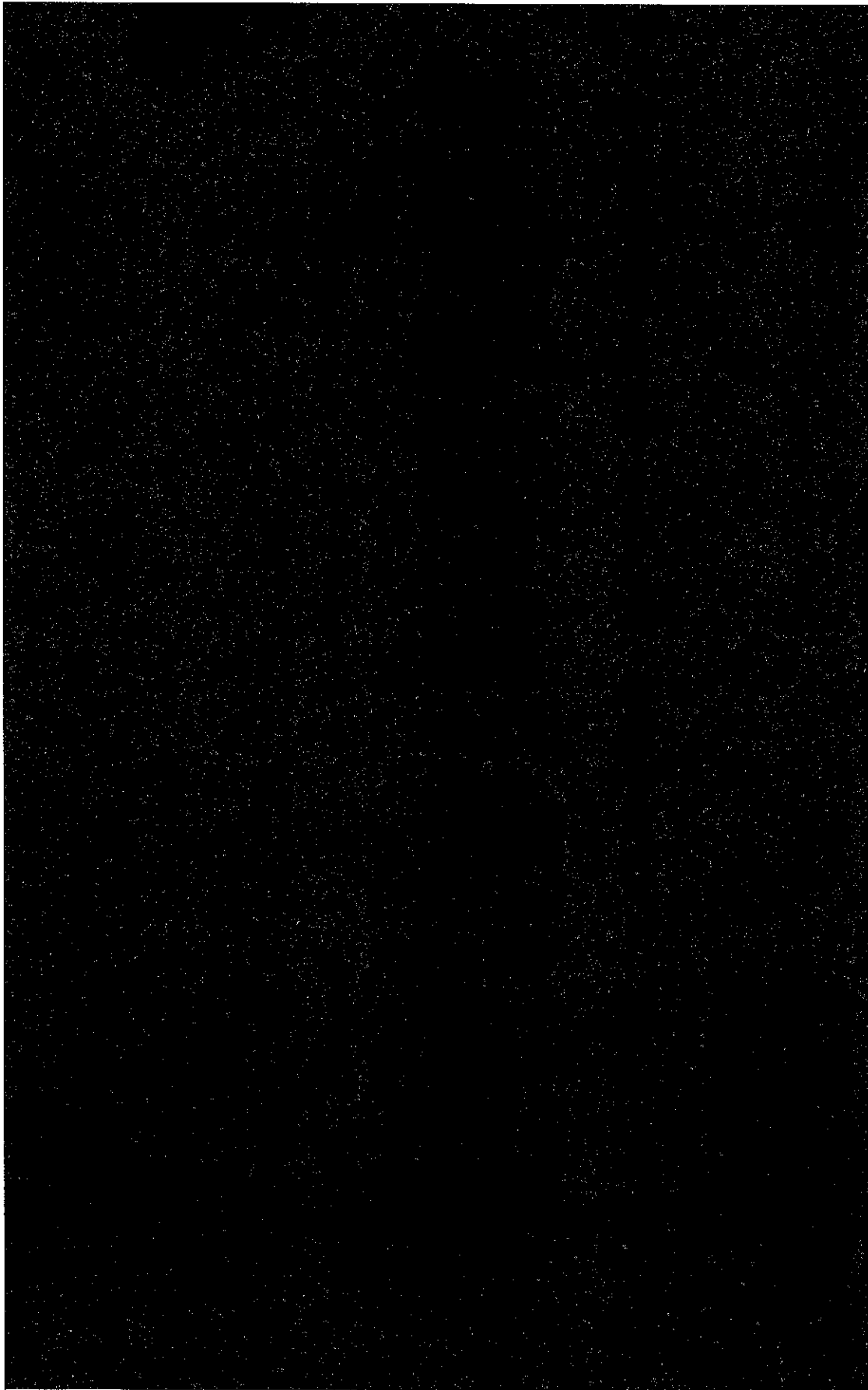
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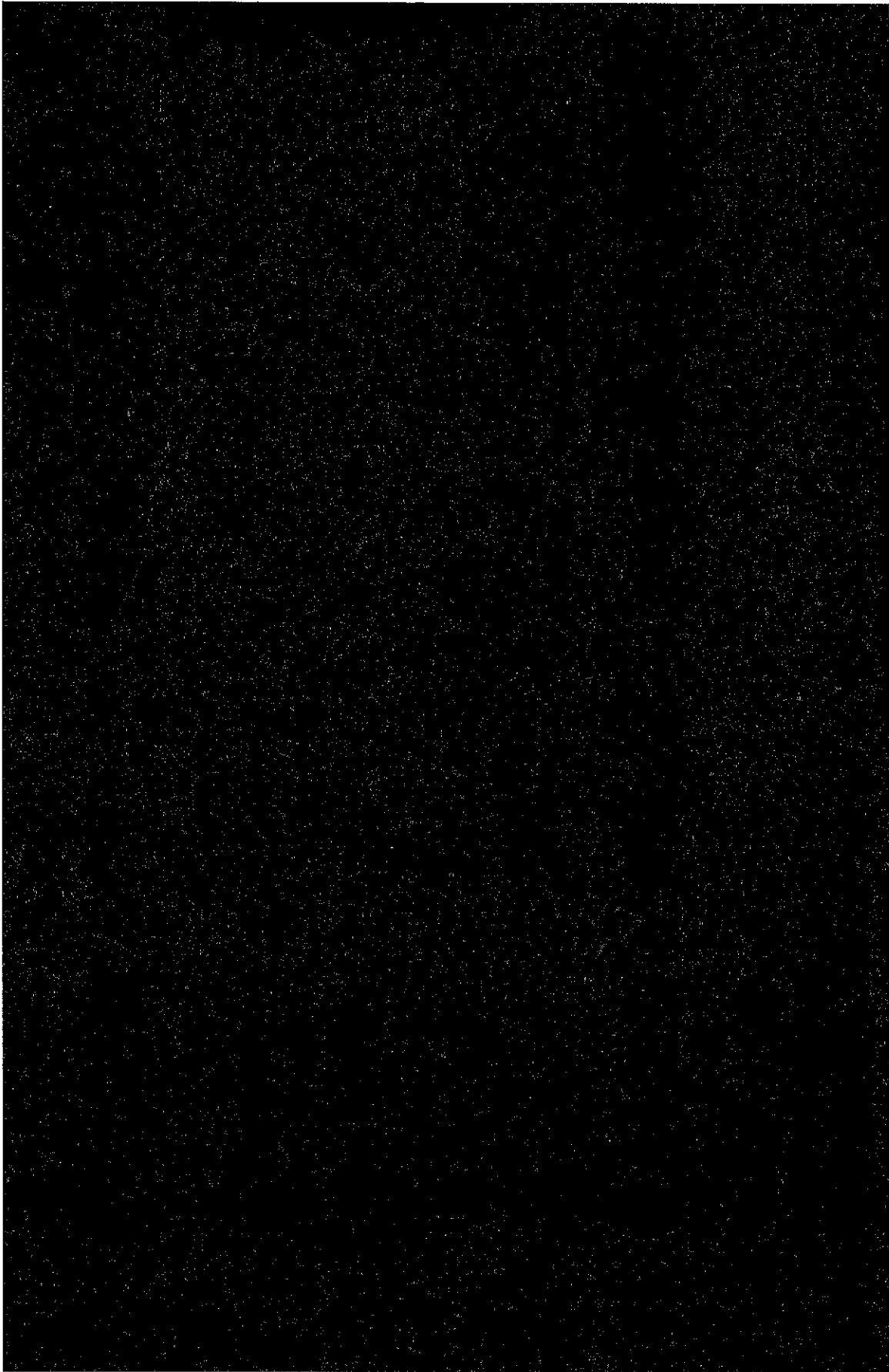


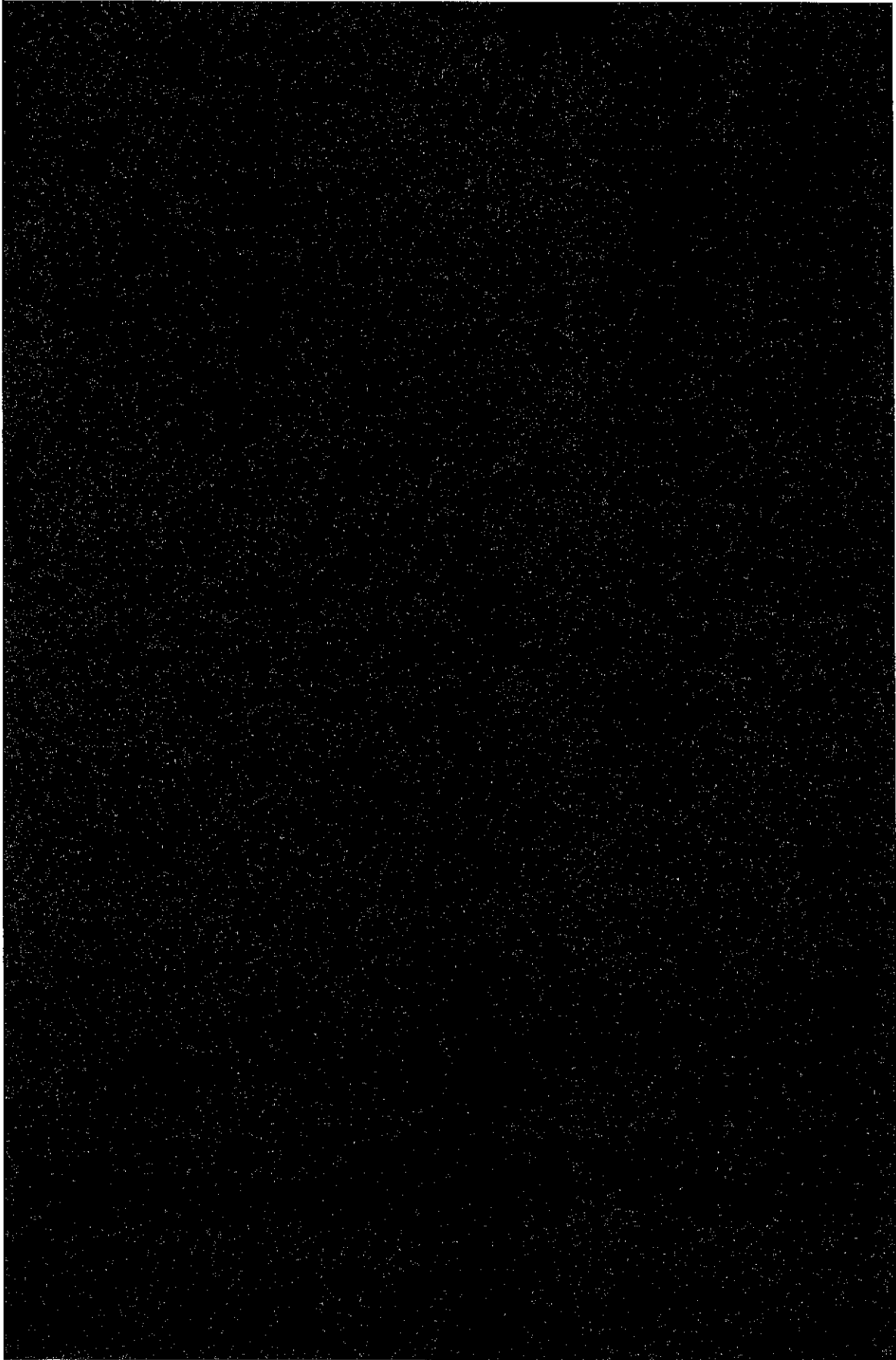
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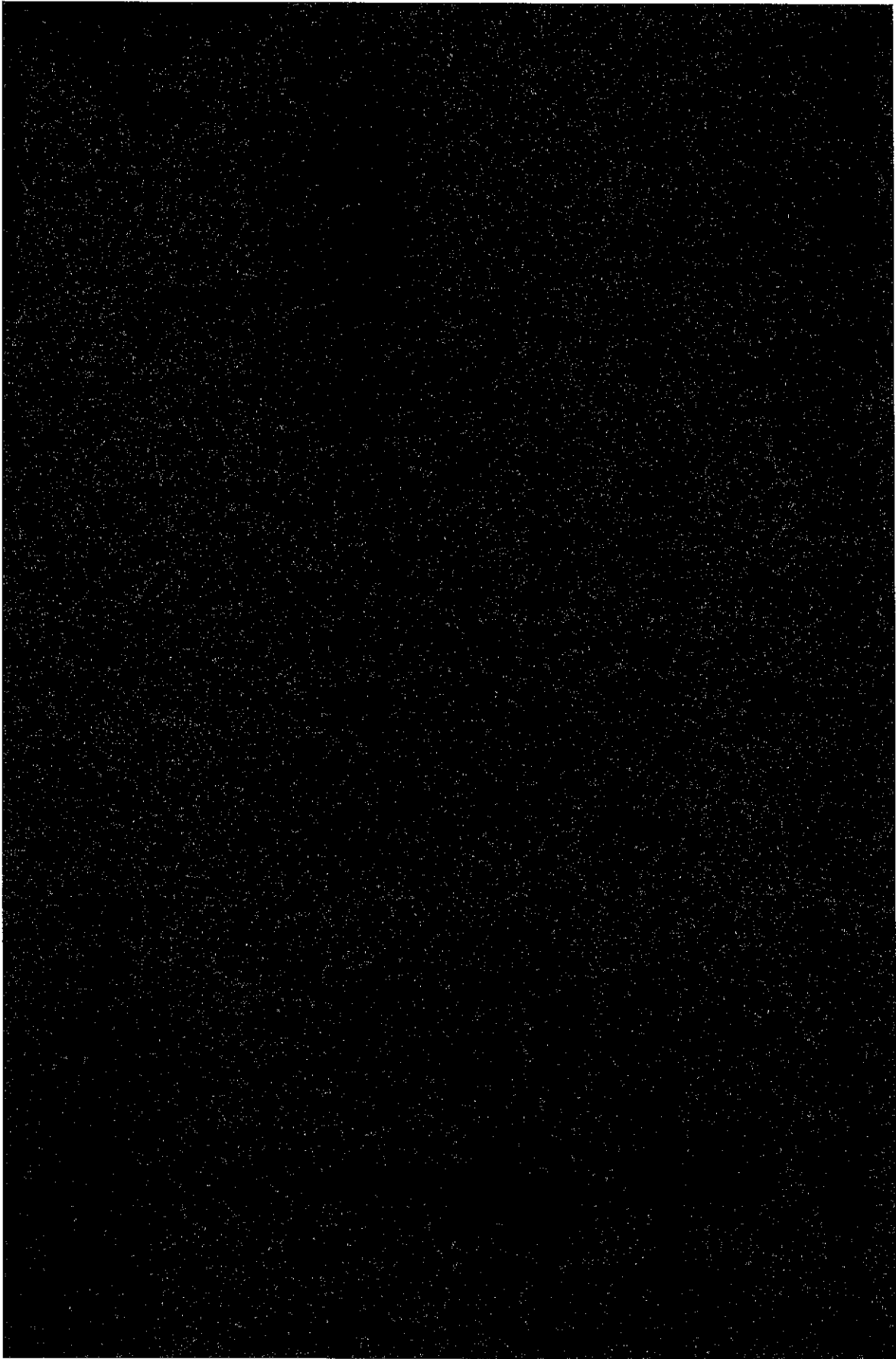


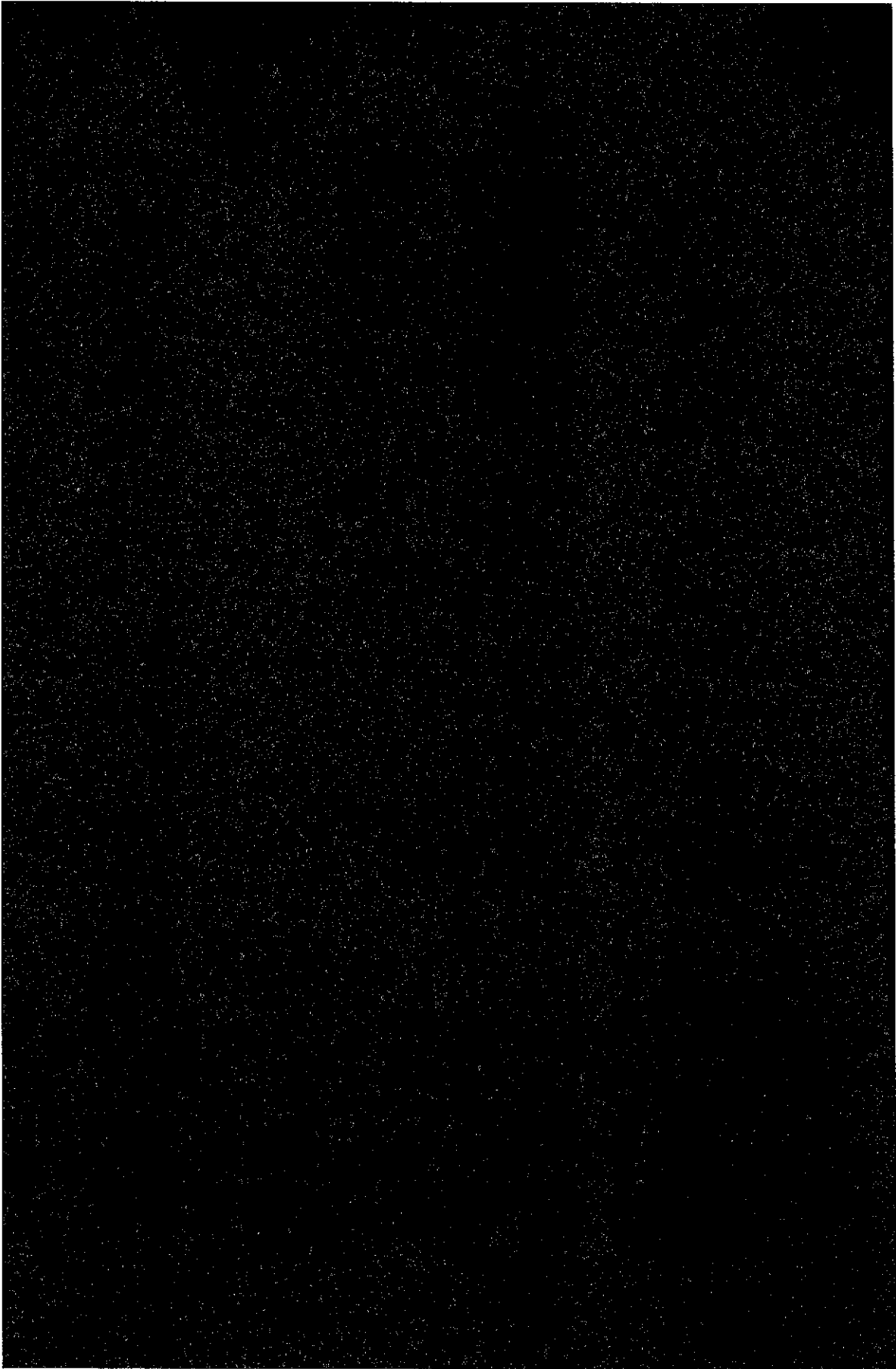


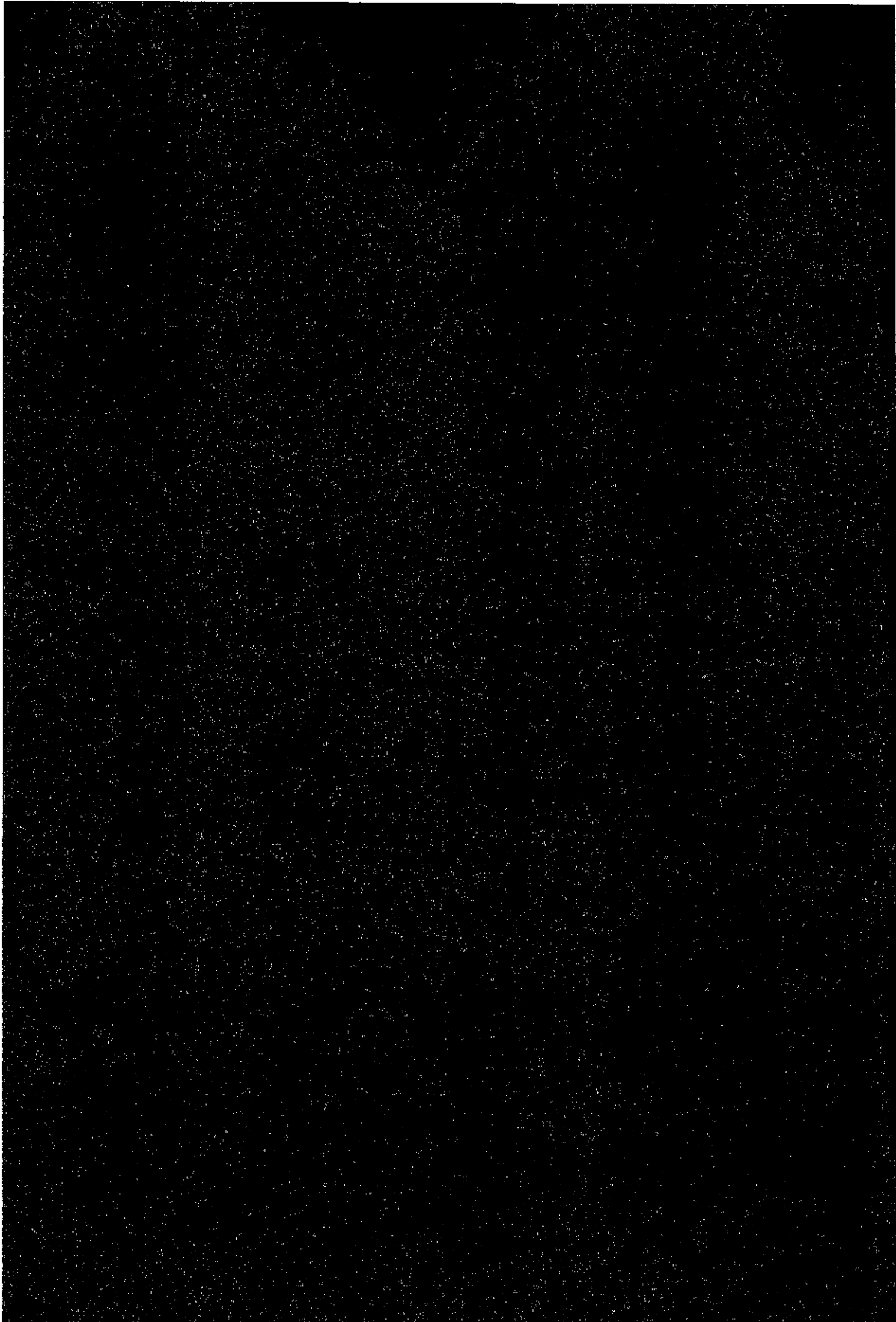


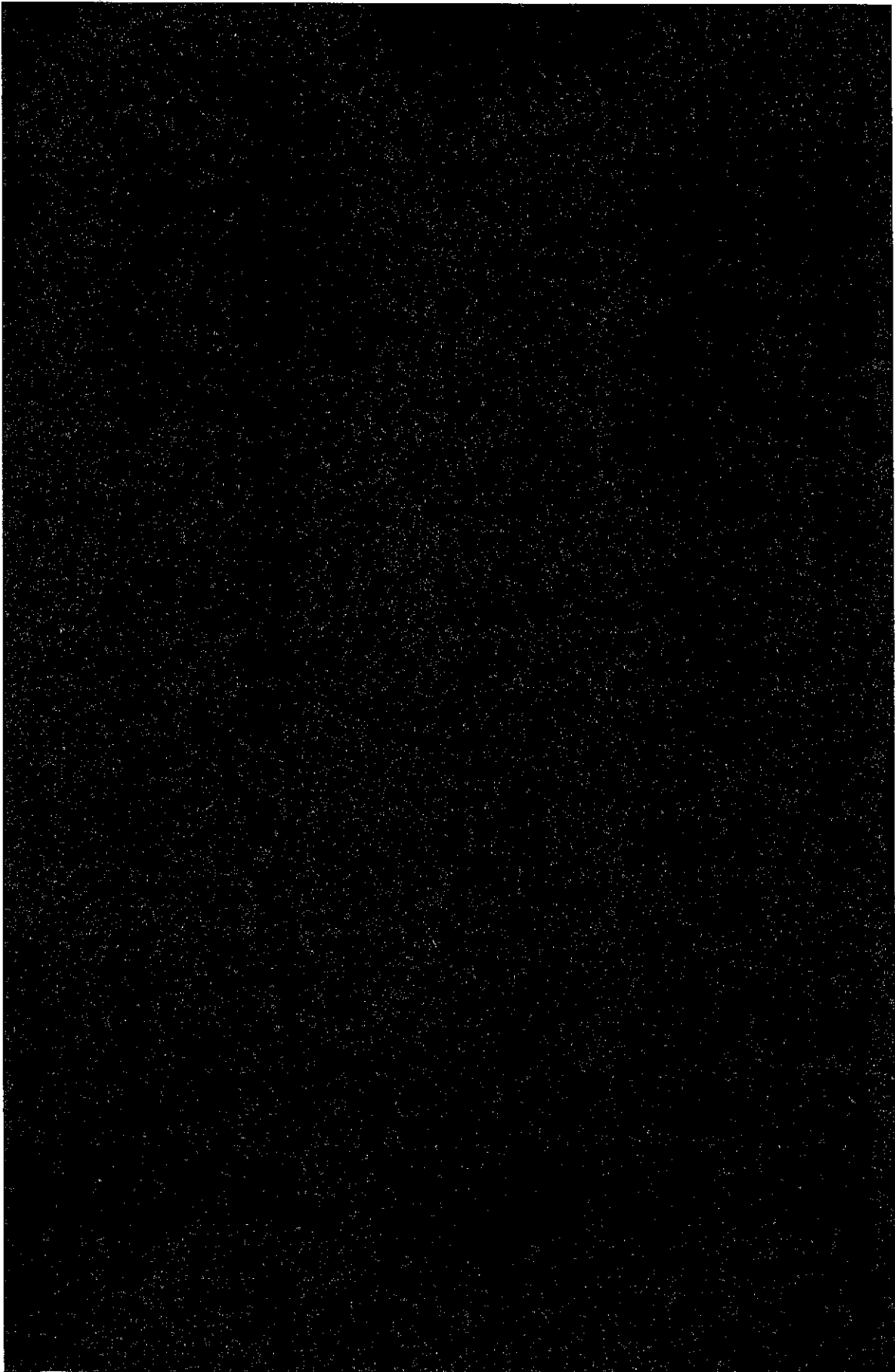


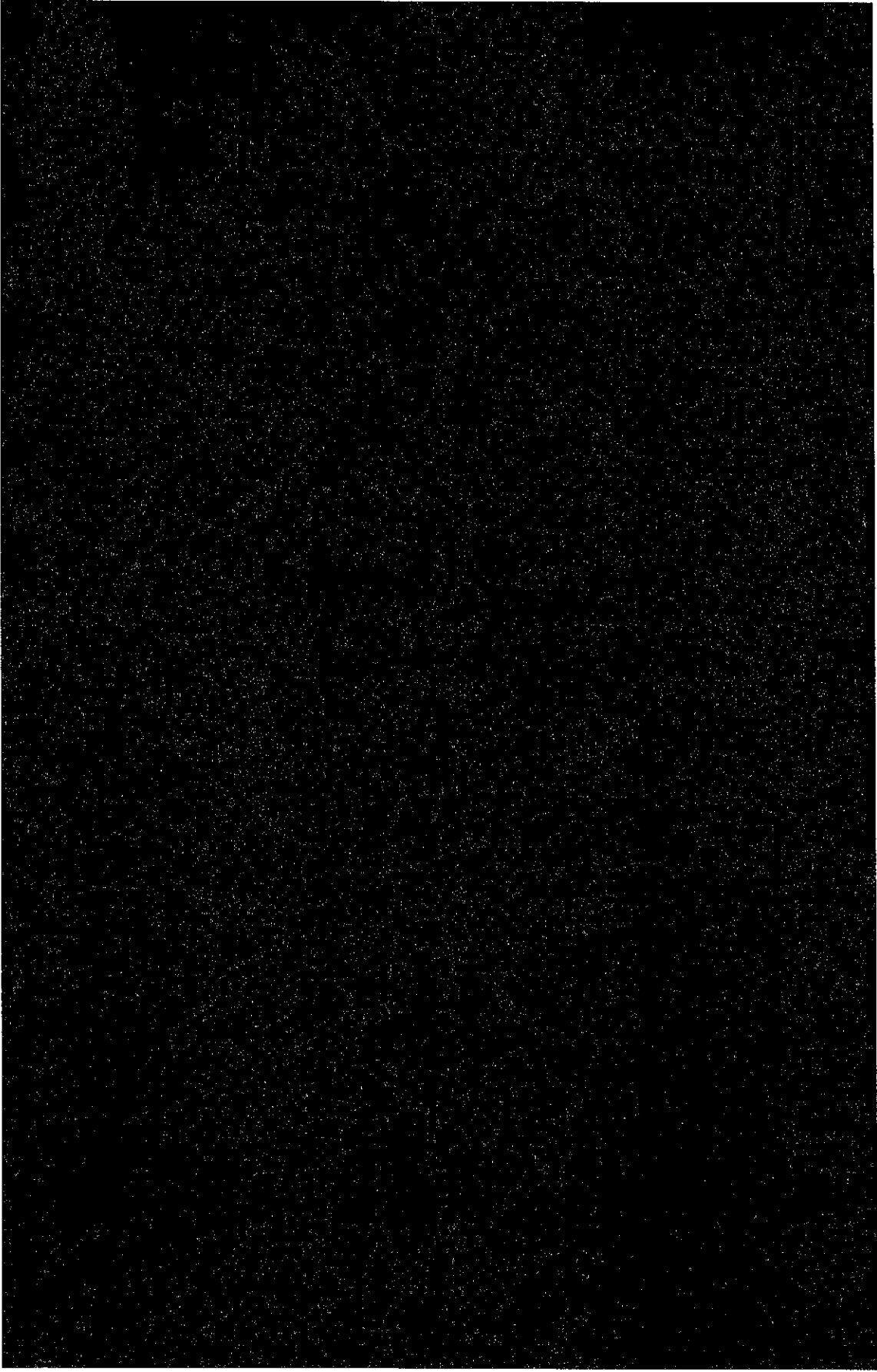


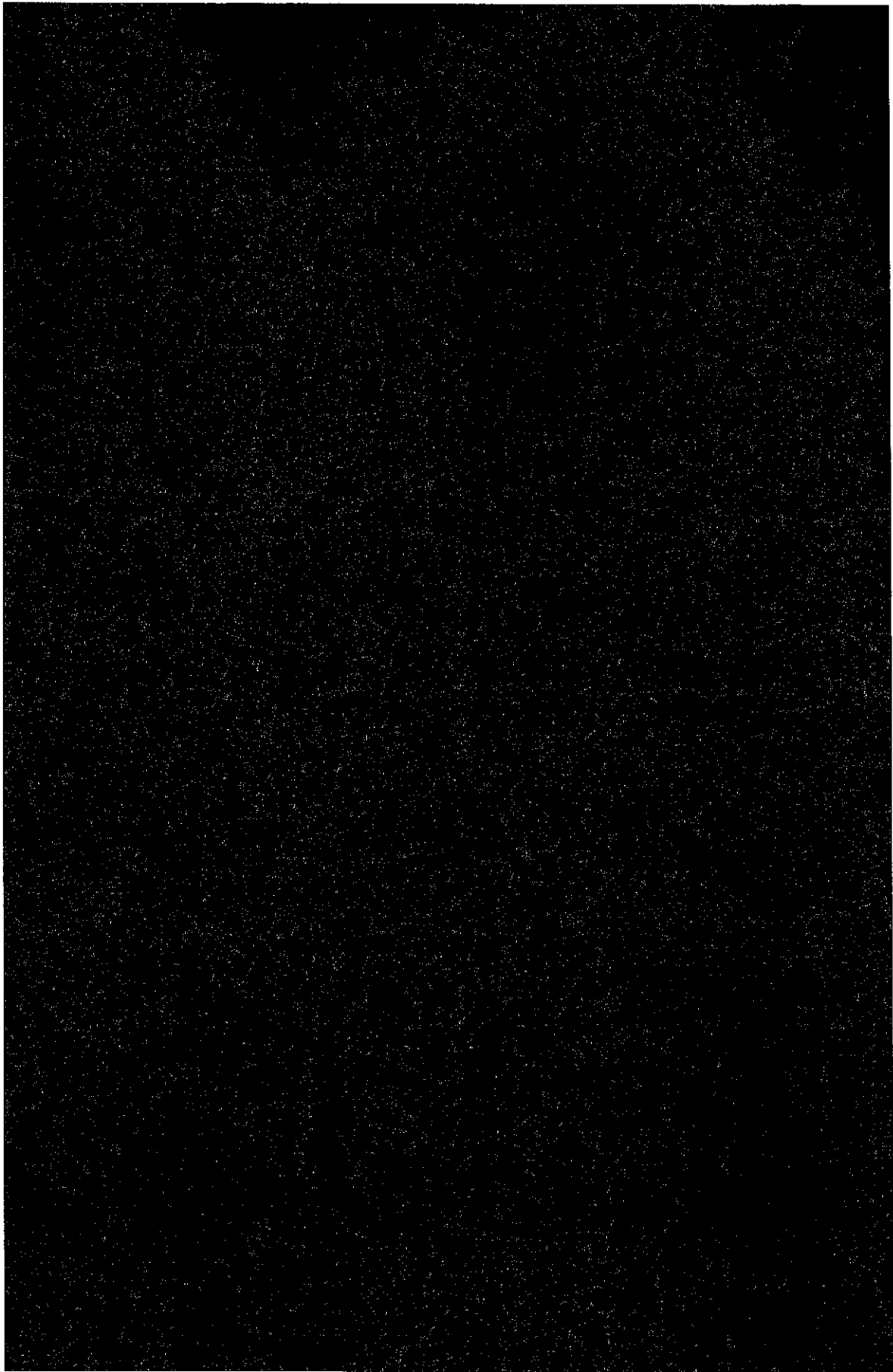




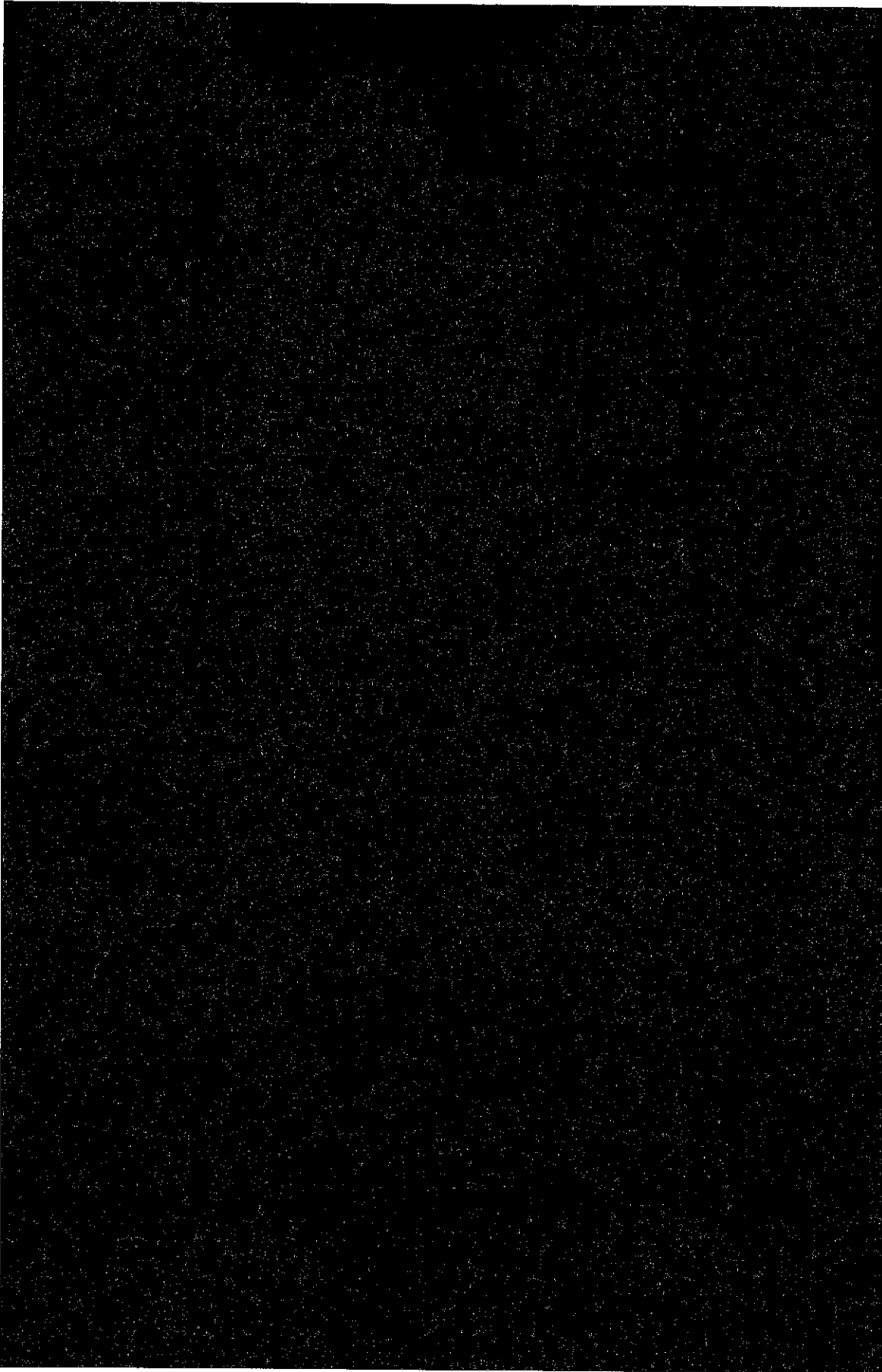


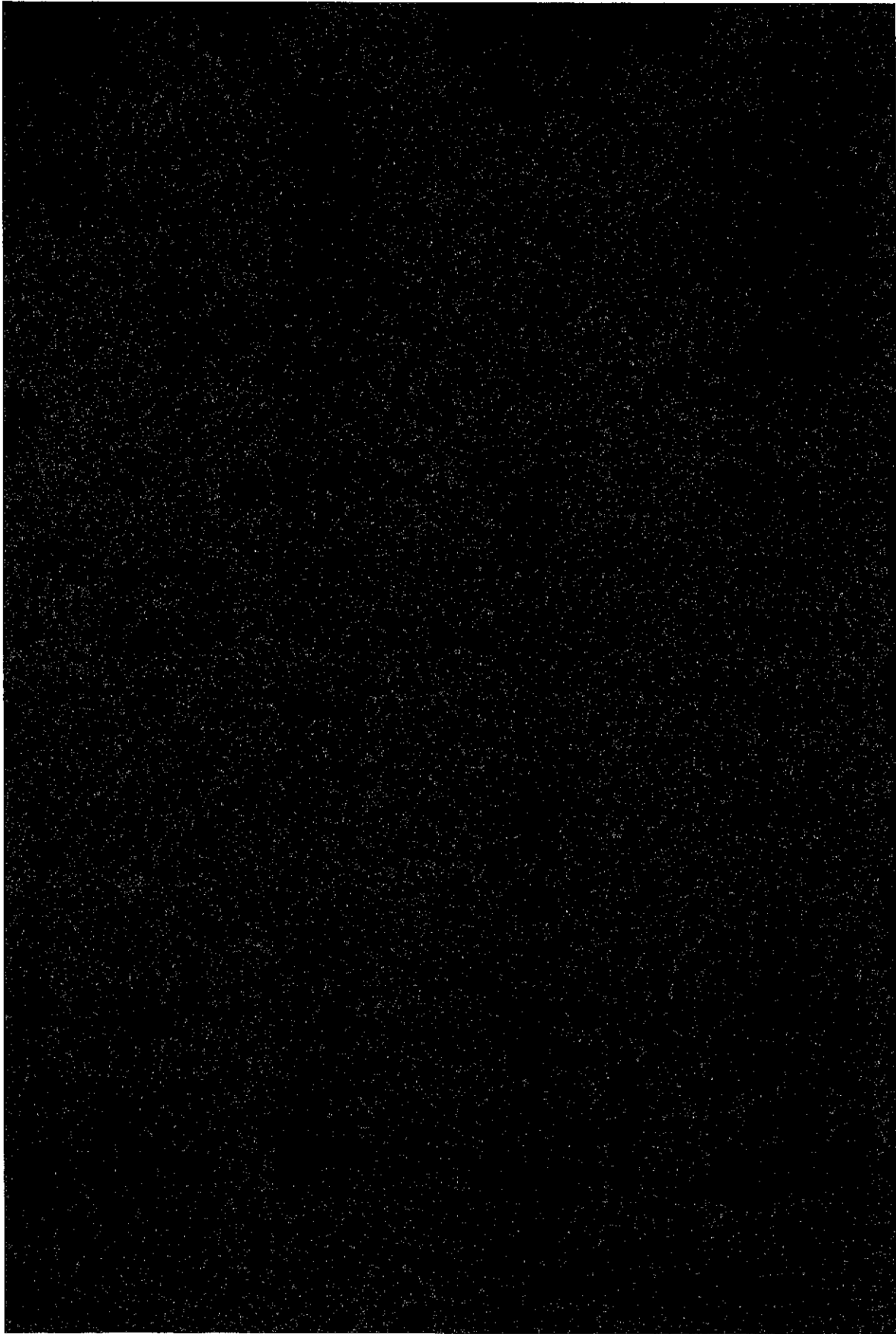


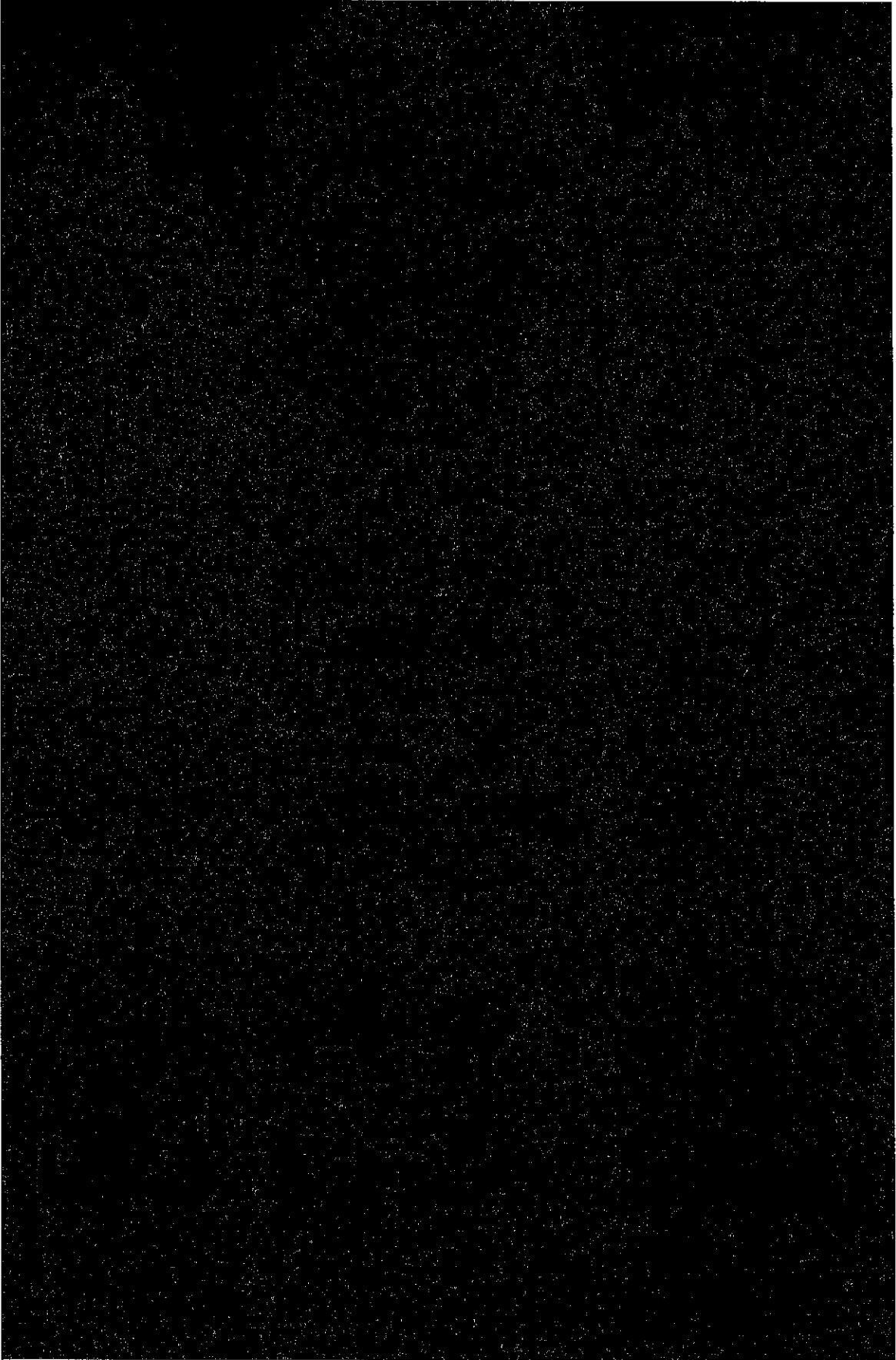


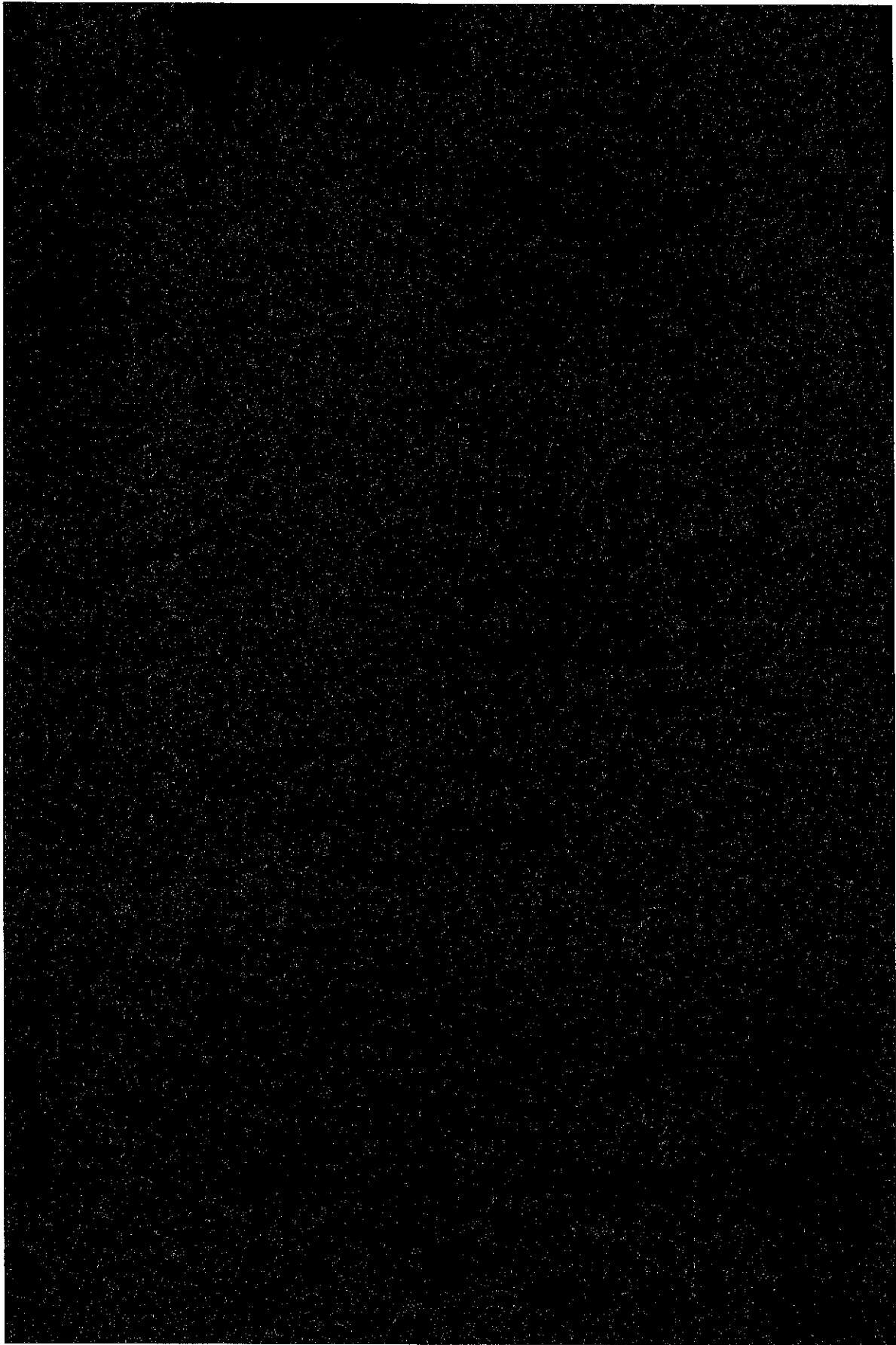


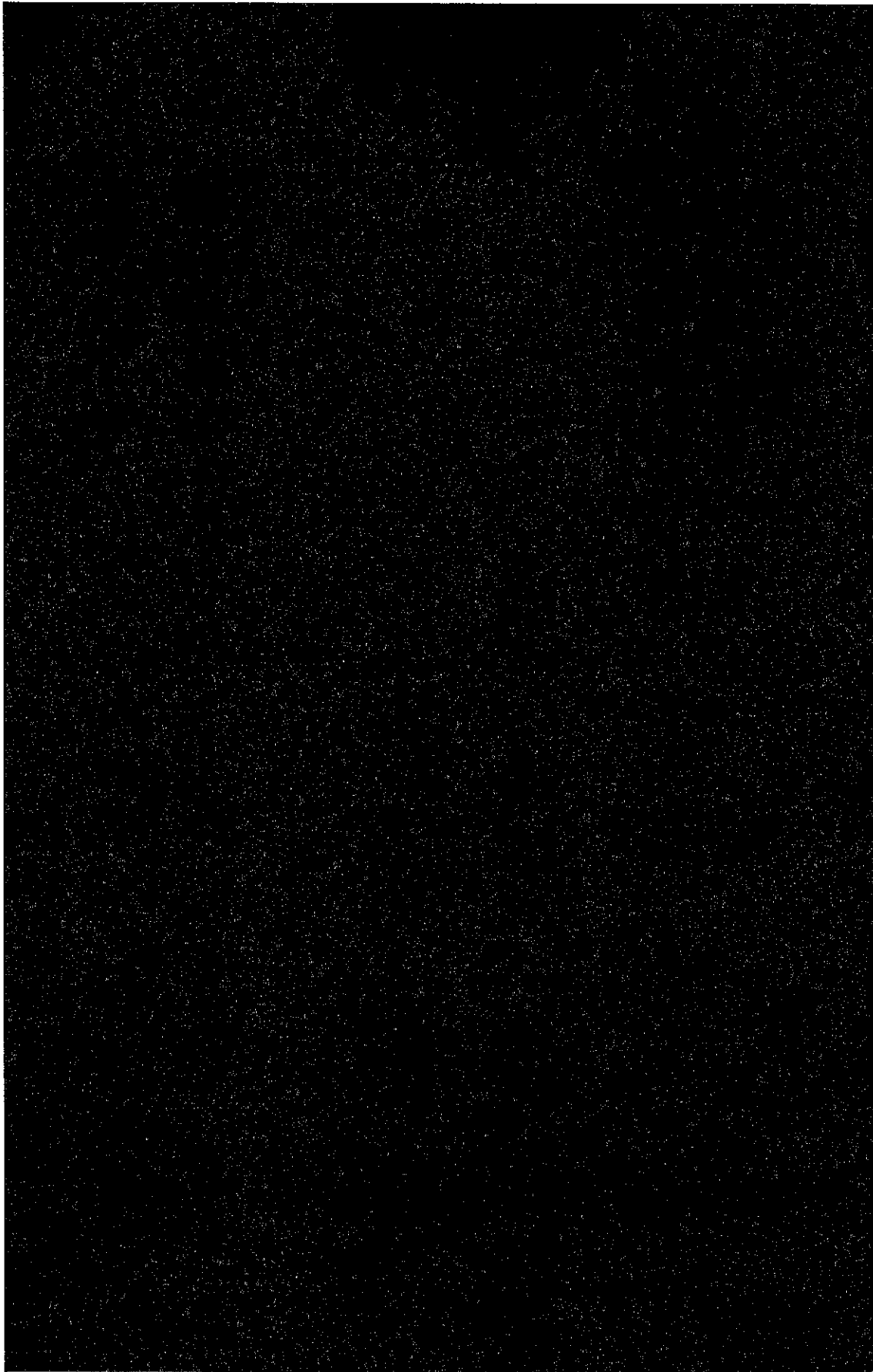


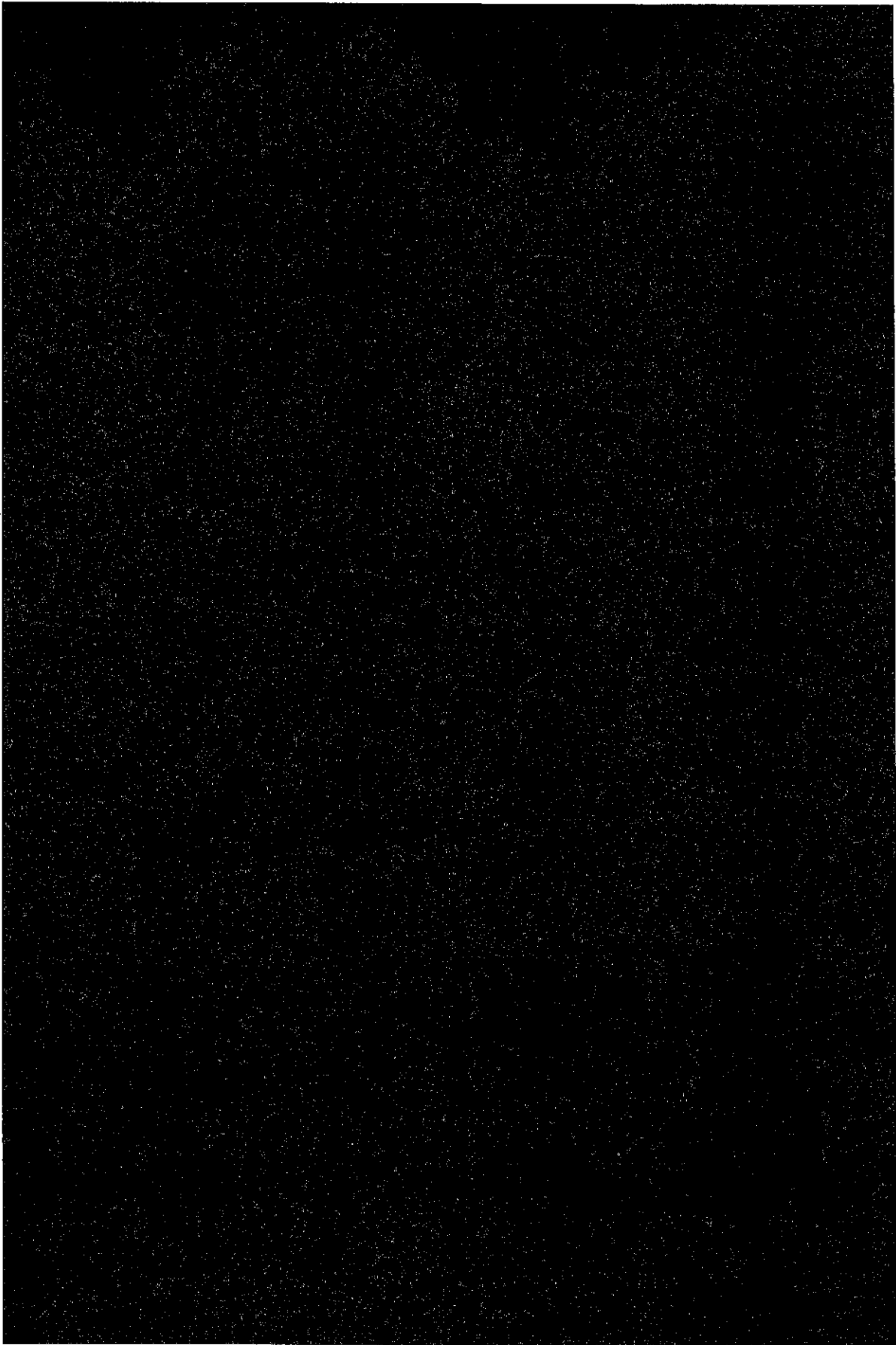


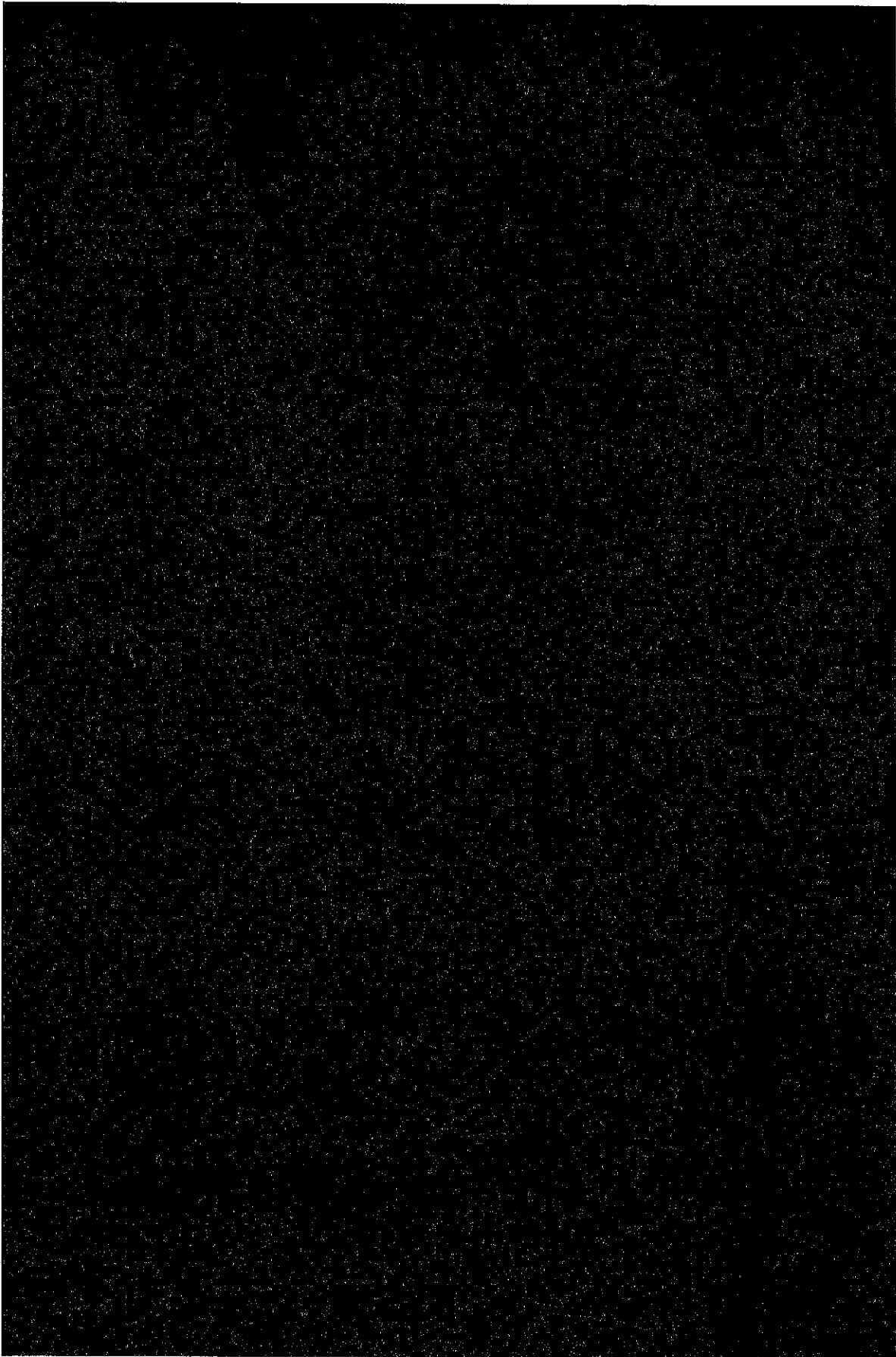


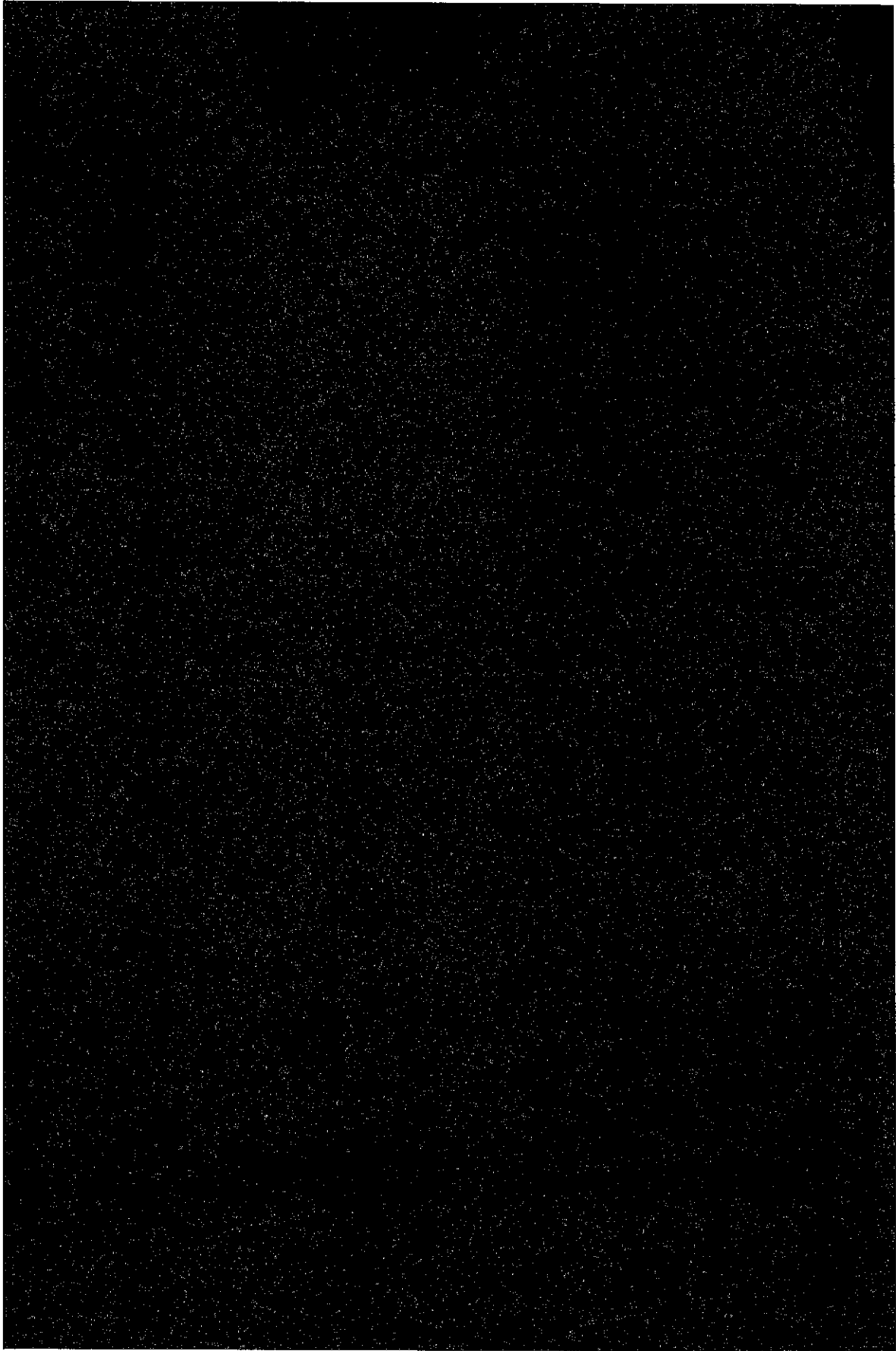




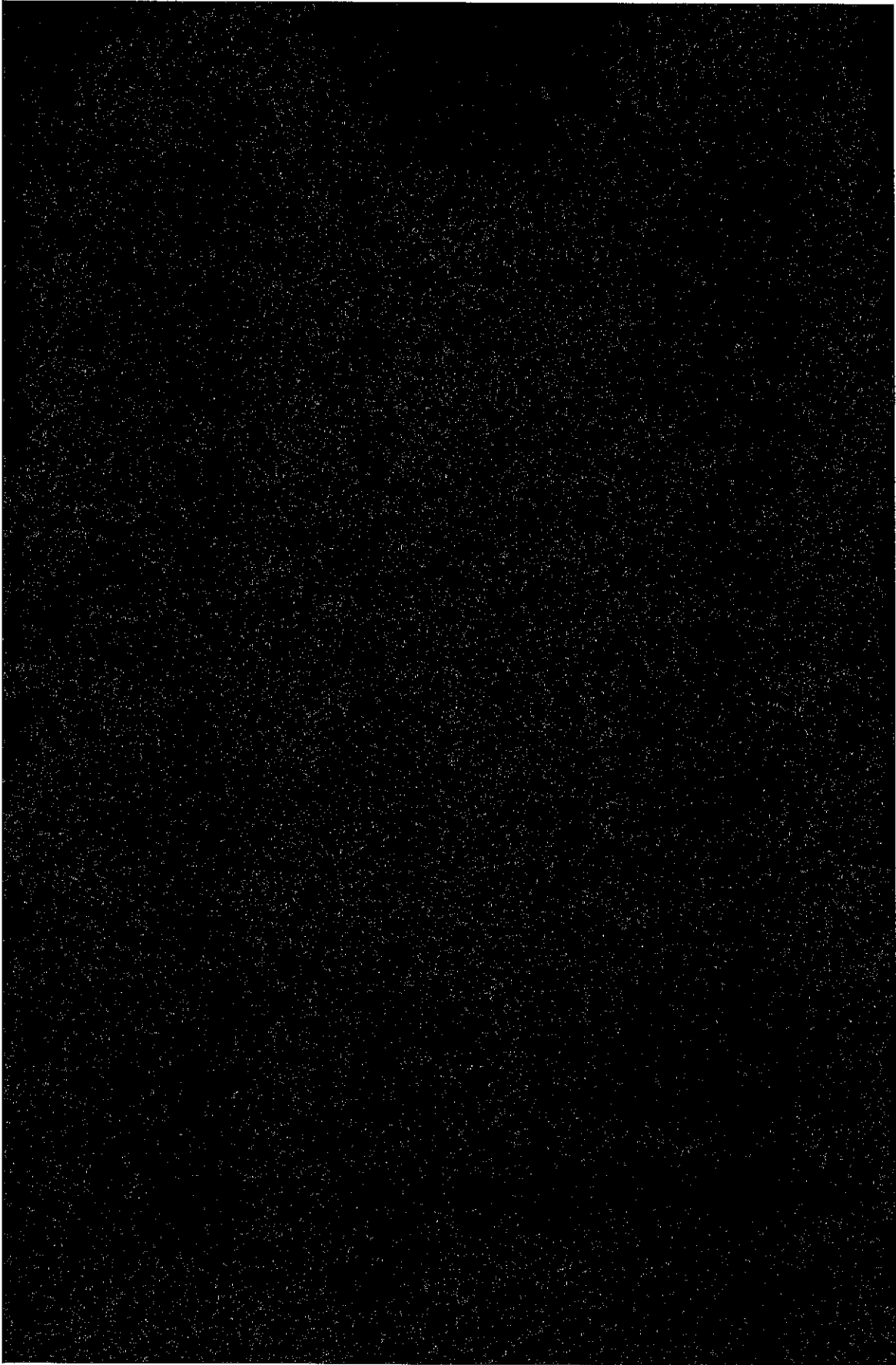


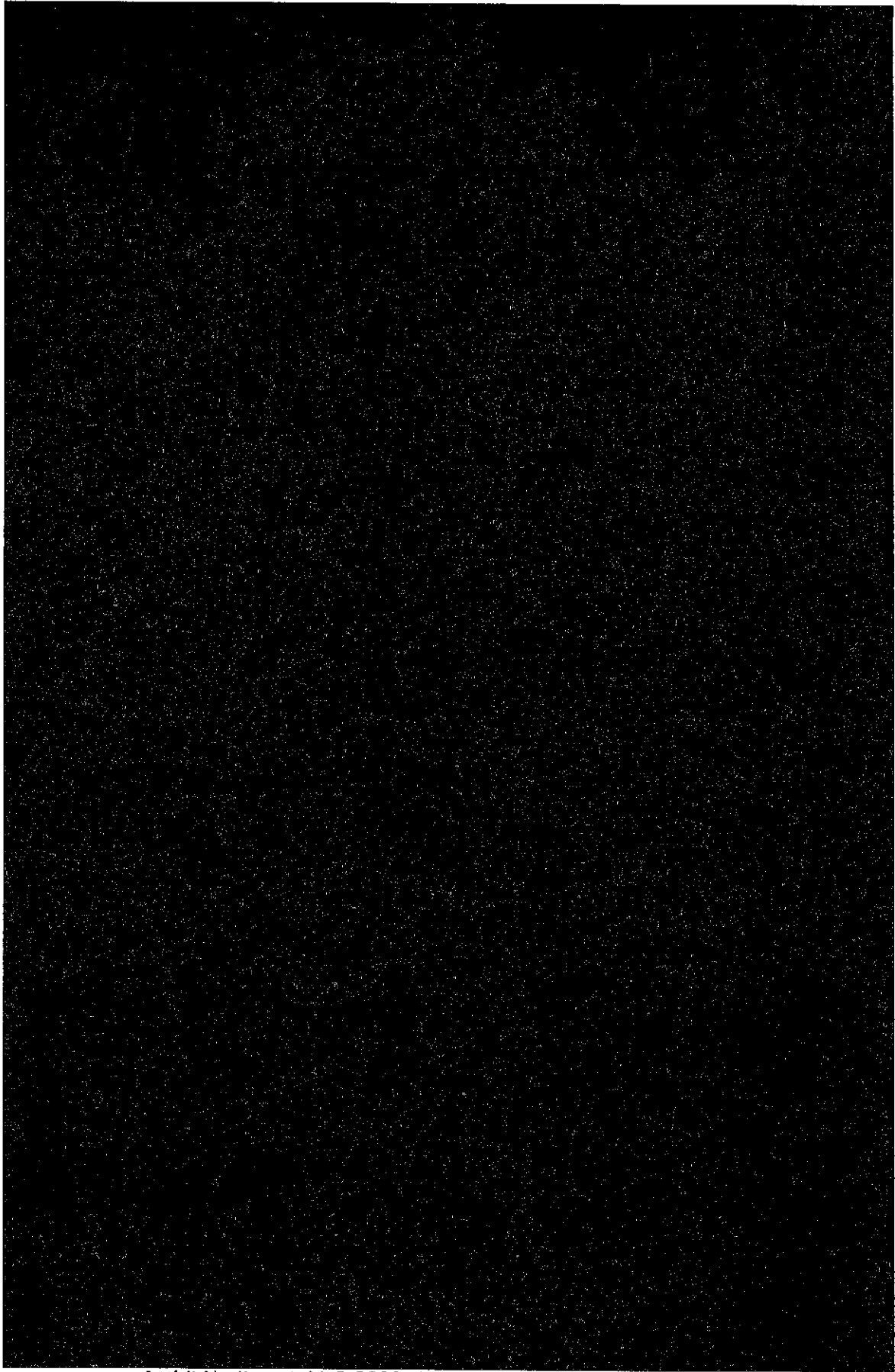


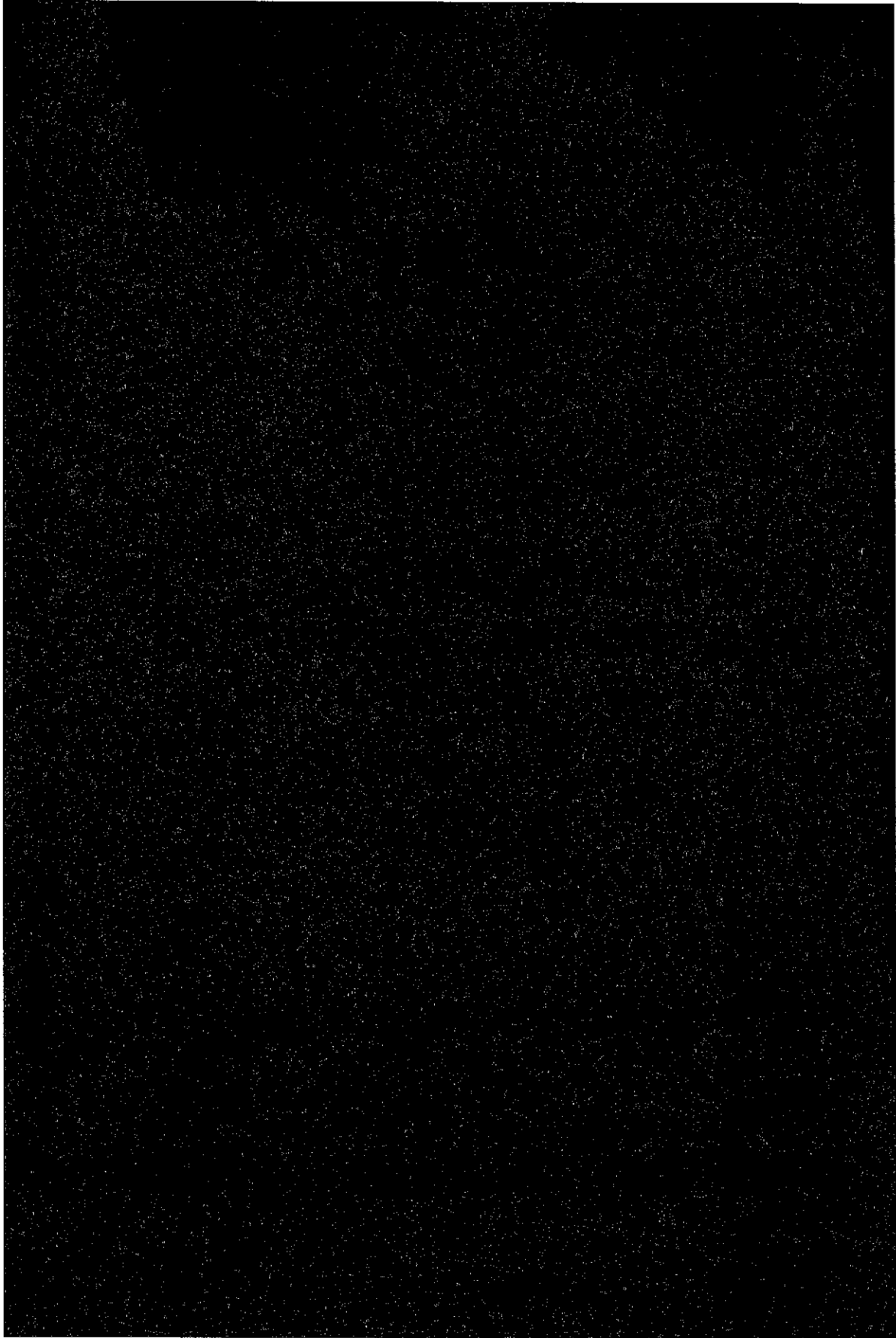


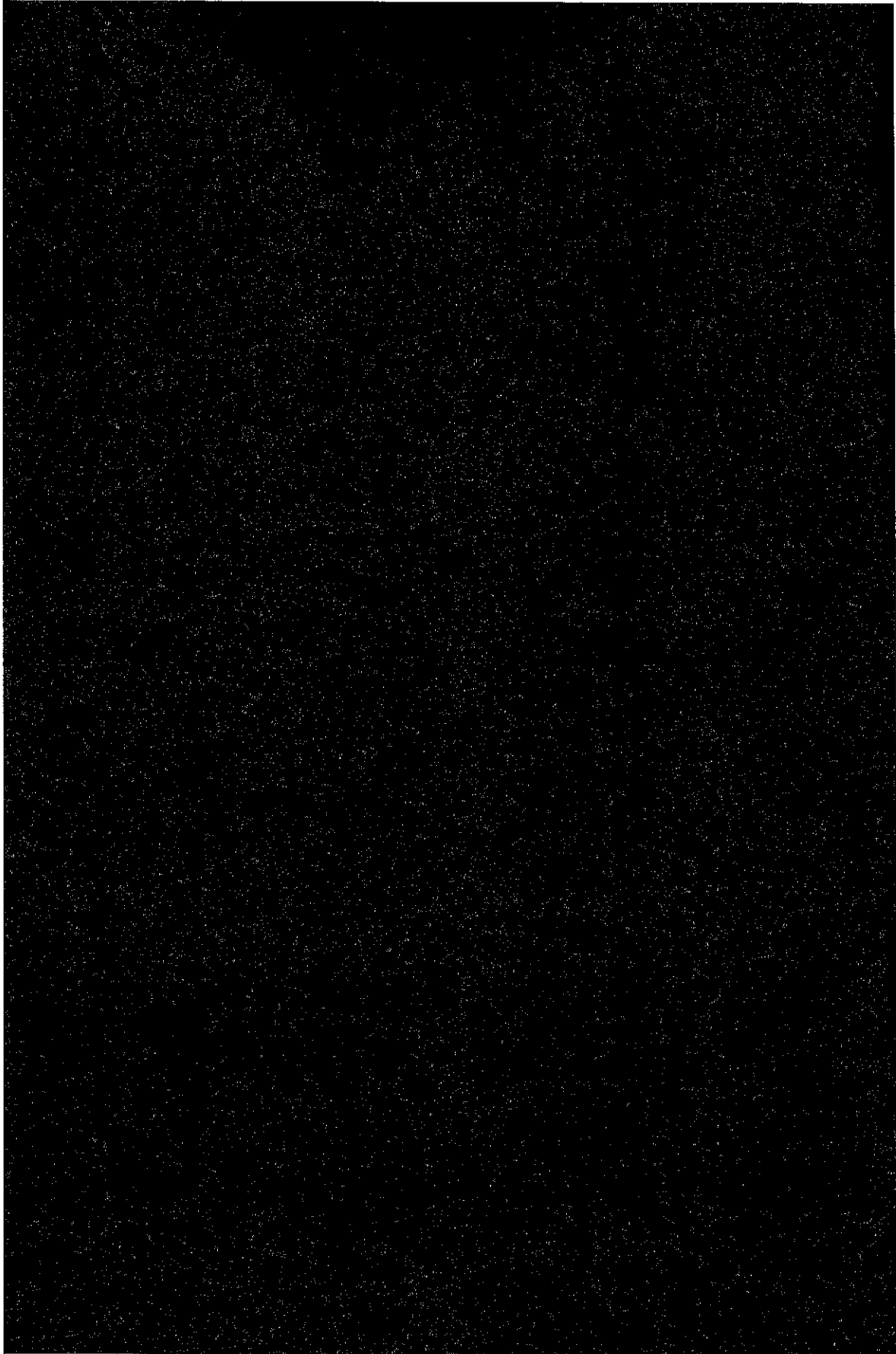


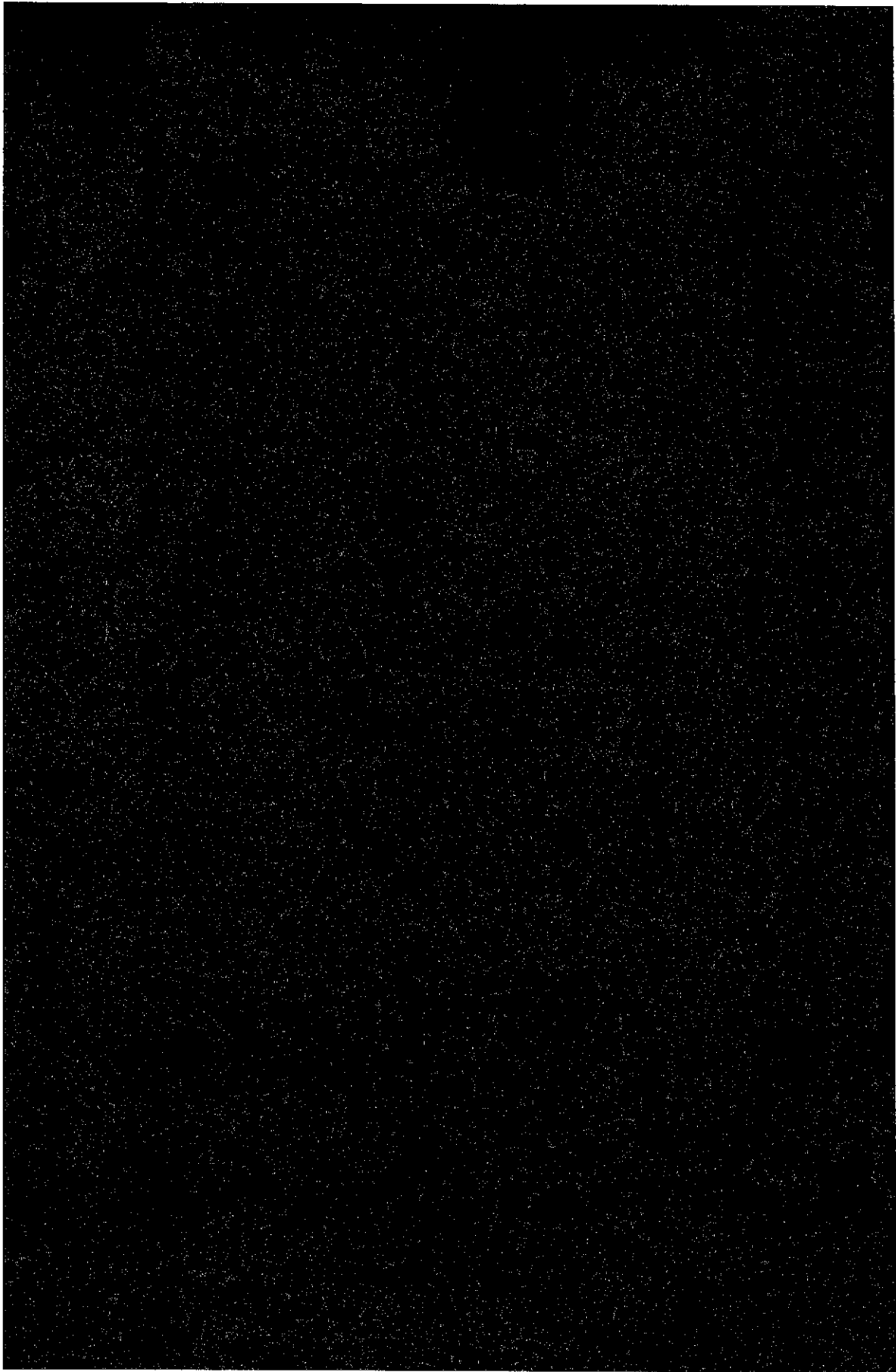


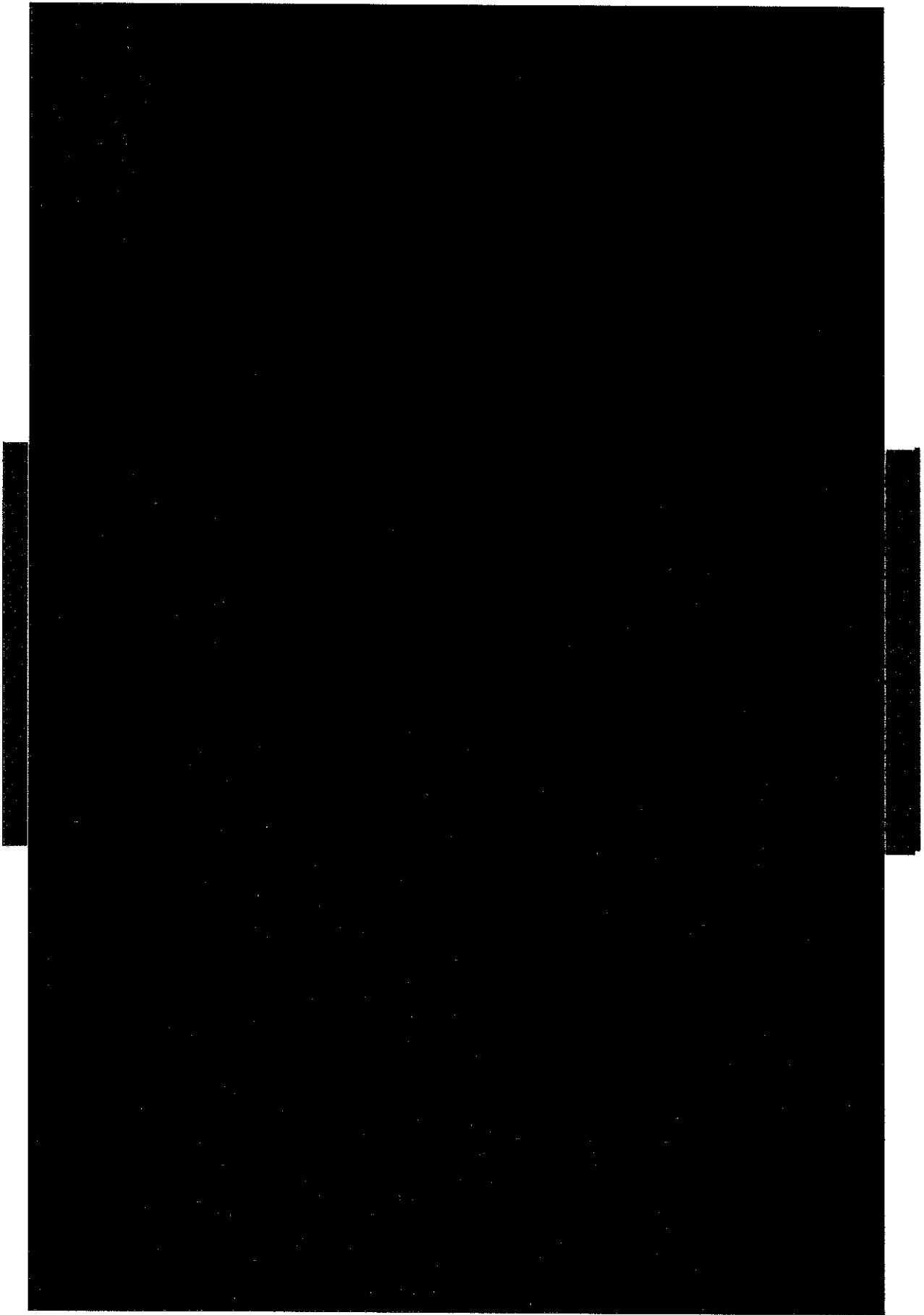






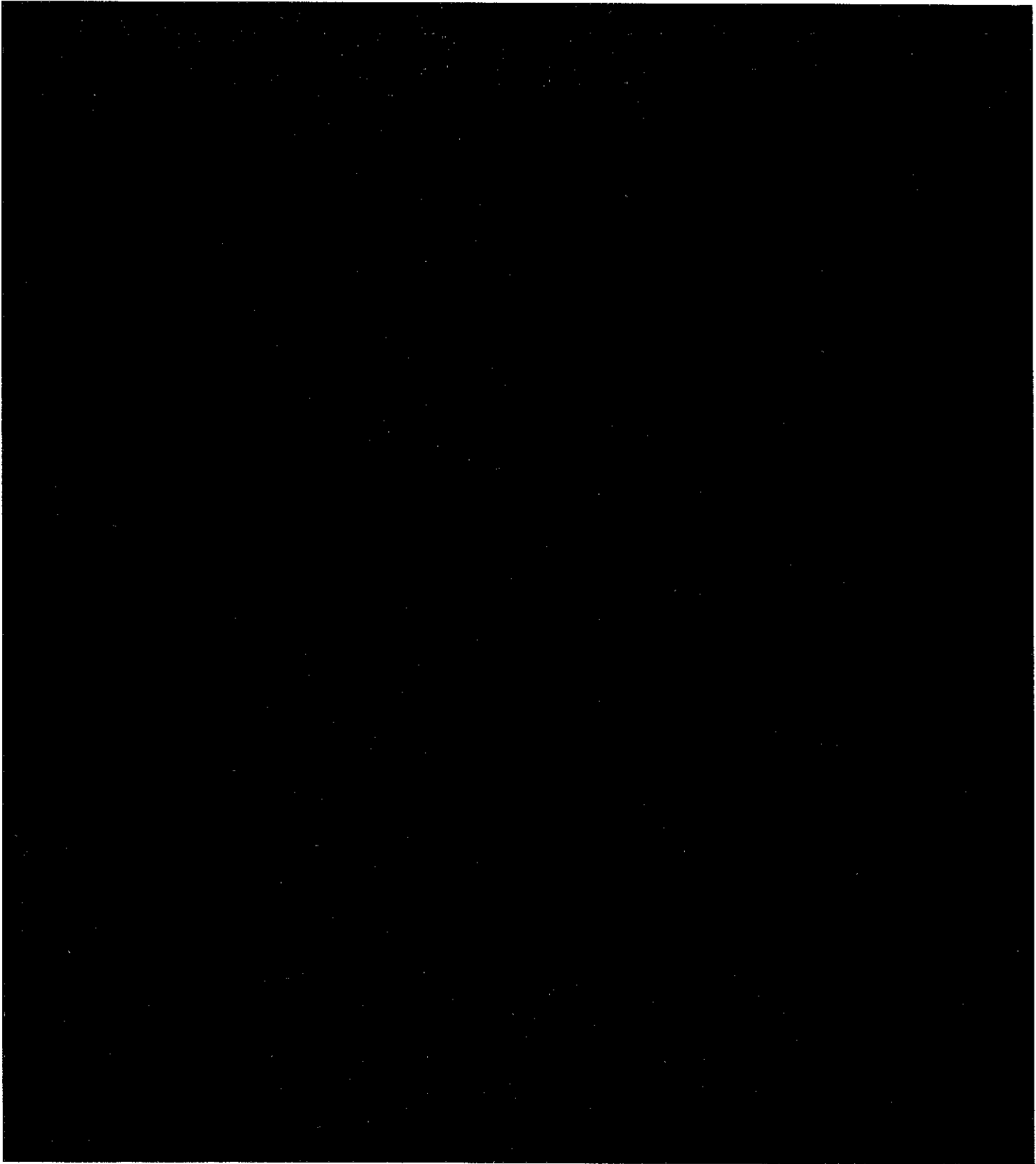








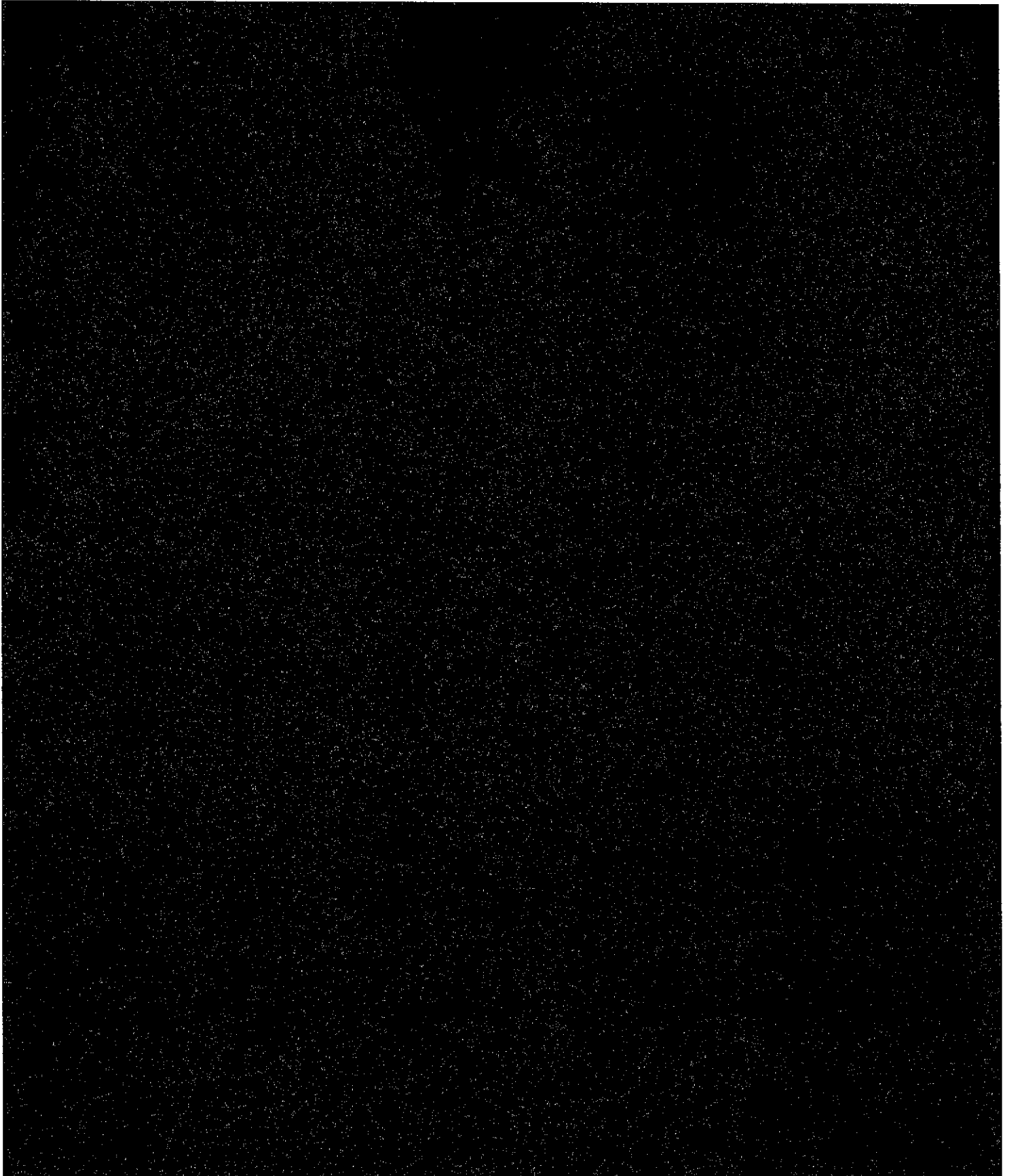
Consultant Policies and Procedures



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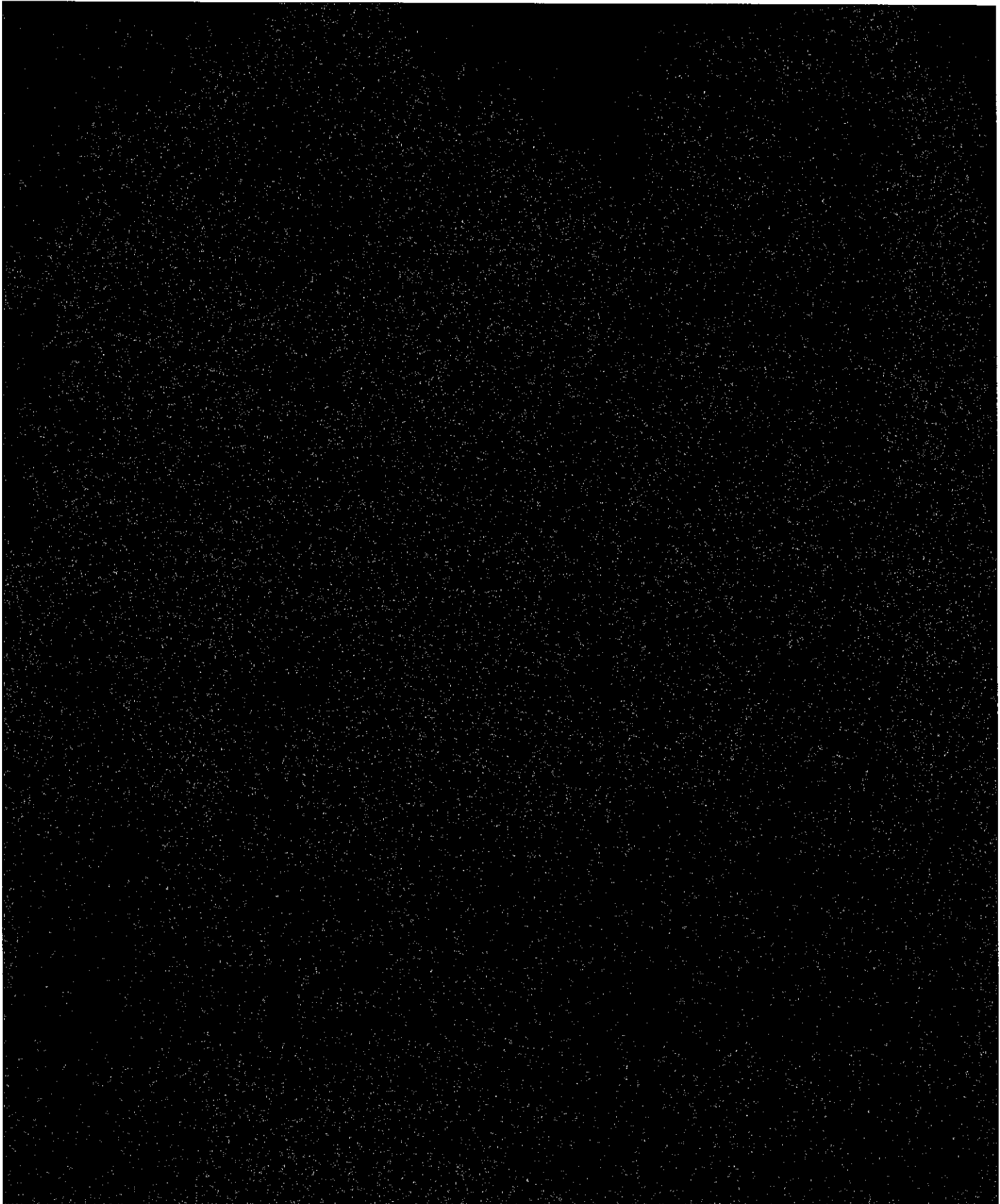




**Ambit Energy**

Consultant Policies and Procedures

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**Ambit Energy**

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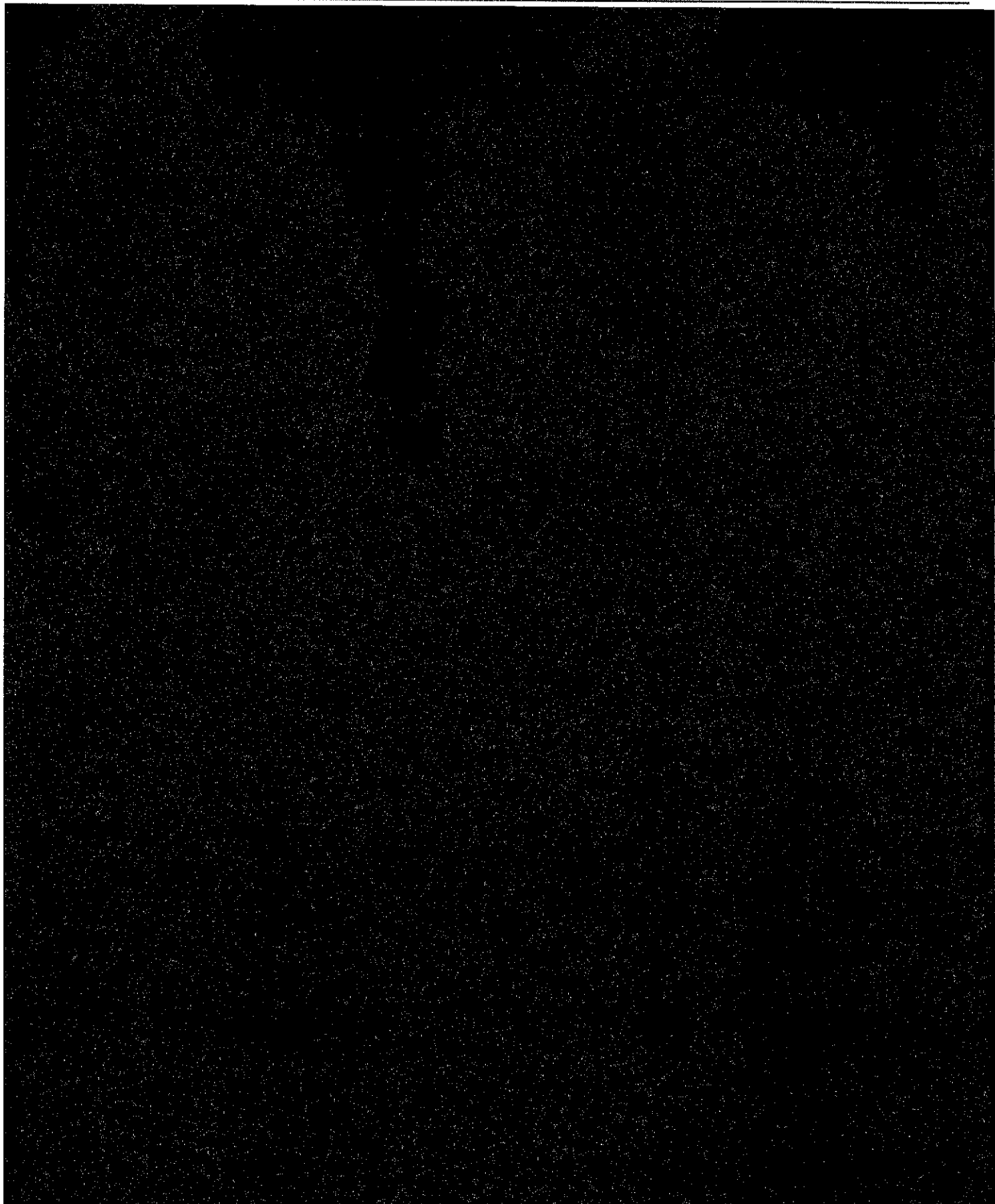
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**Ambit Energy**

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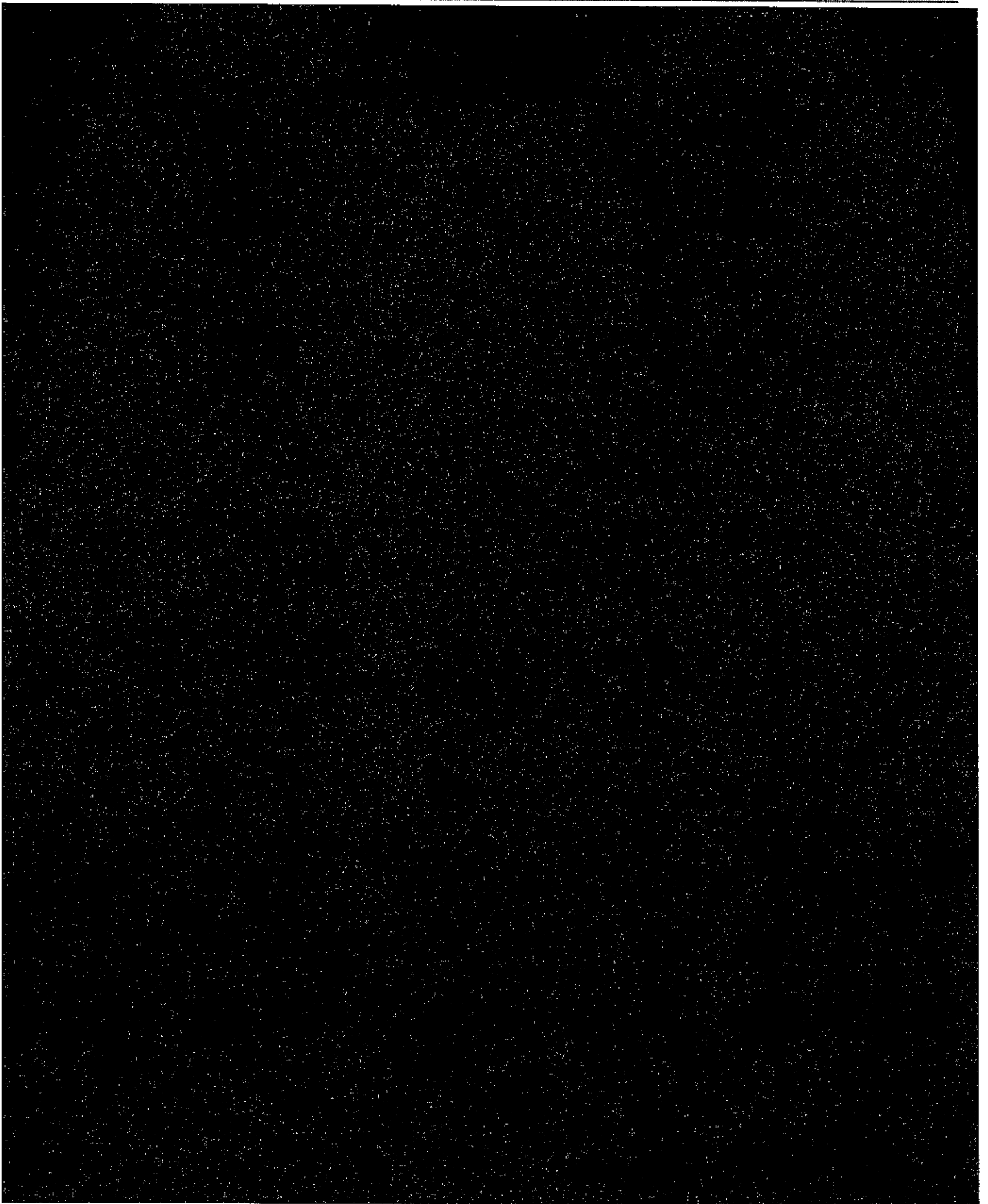
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**Ambit Energy**

Consultant Policies and Procedures

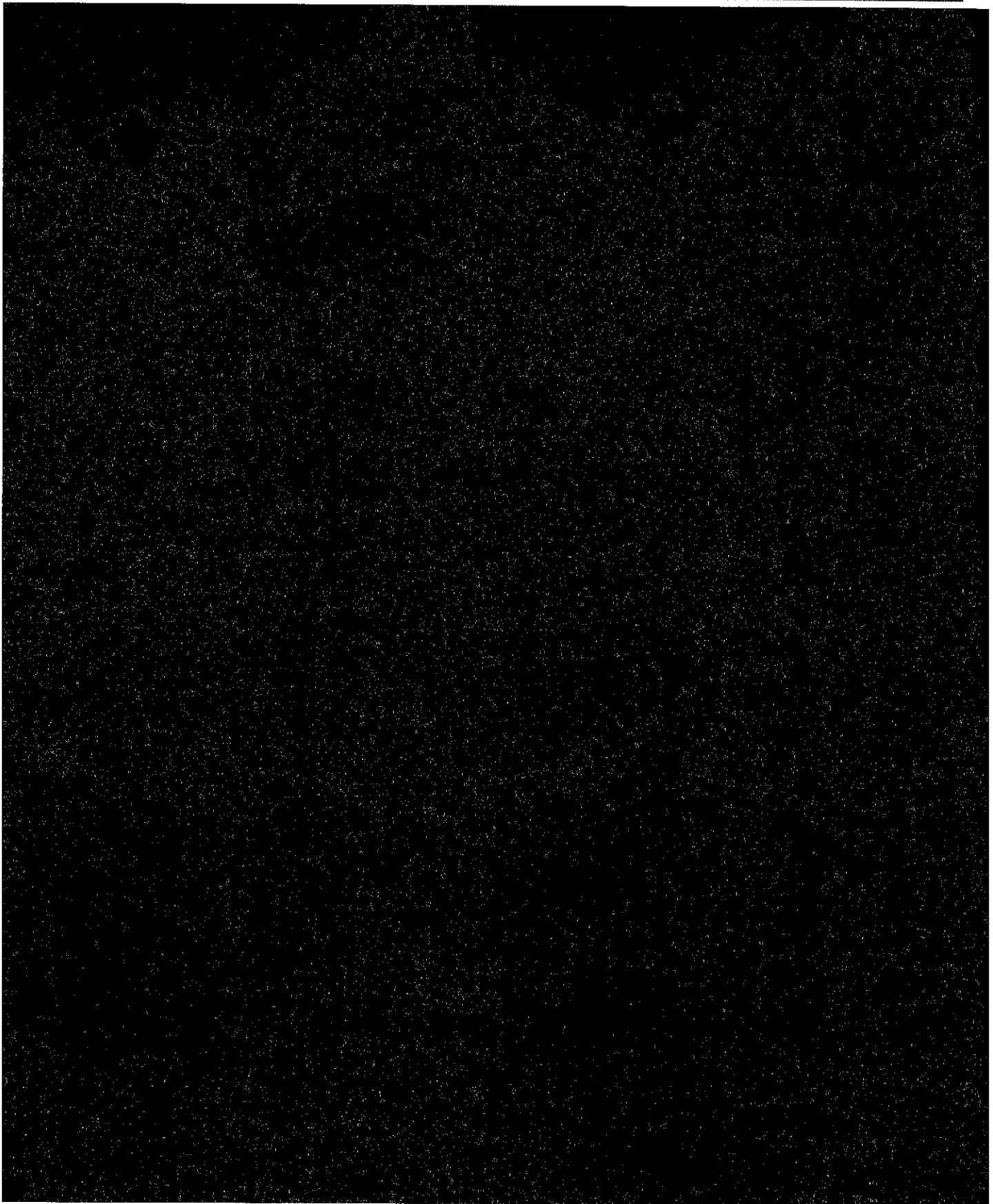
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**Ambit Energy**

Consultant Policies and Procedures

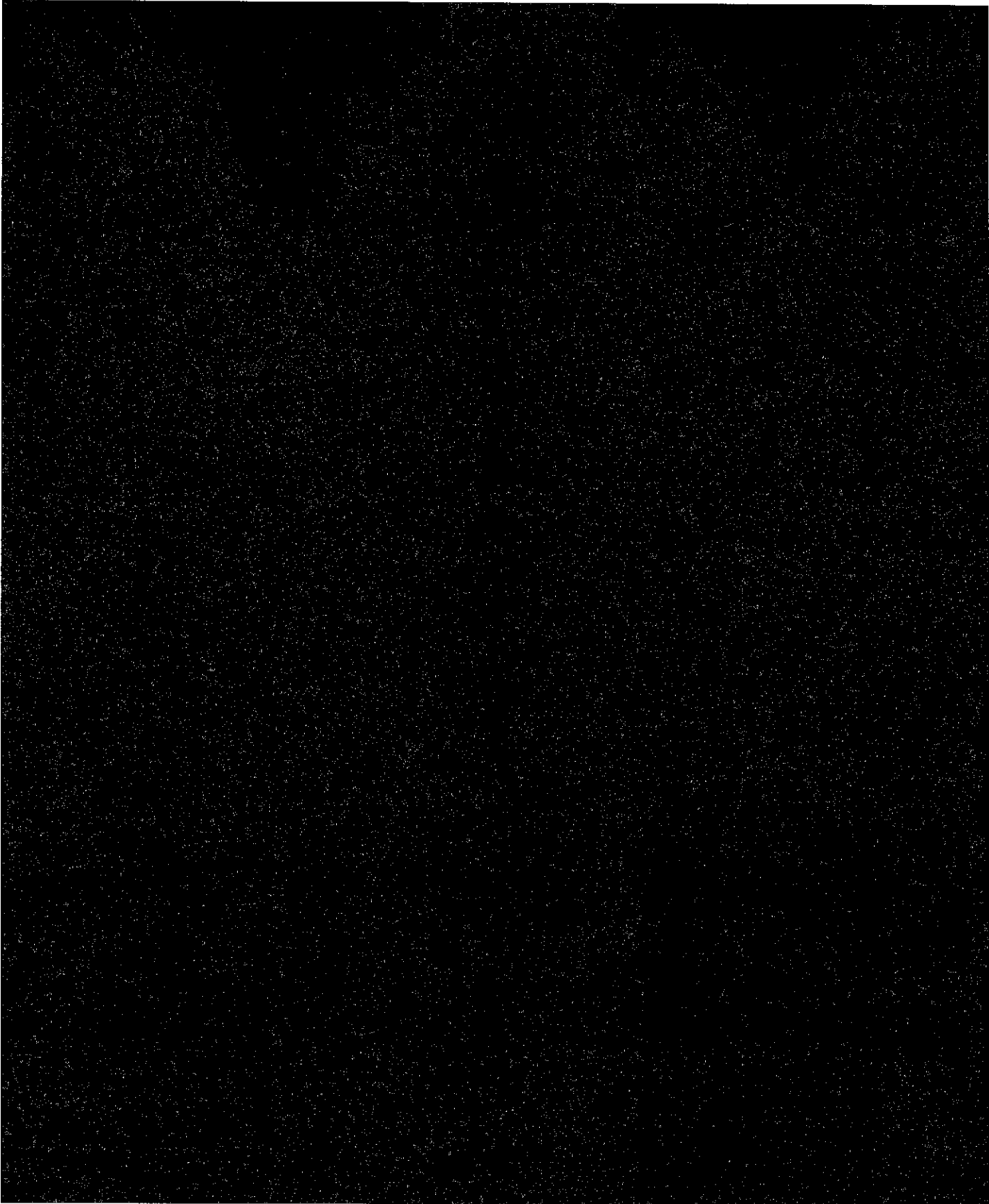
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**Ambit Energy**

Consultant Policies and Procedures

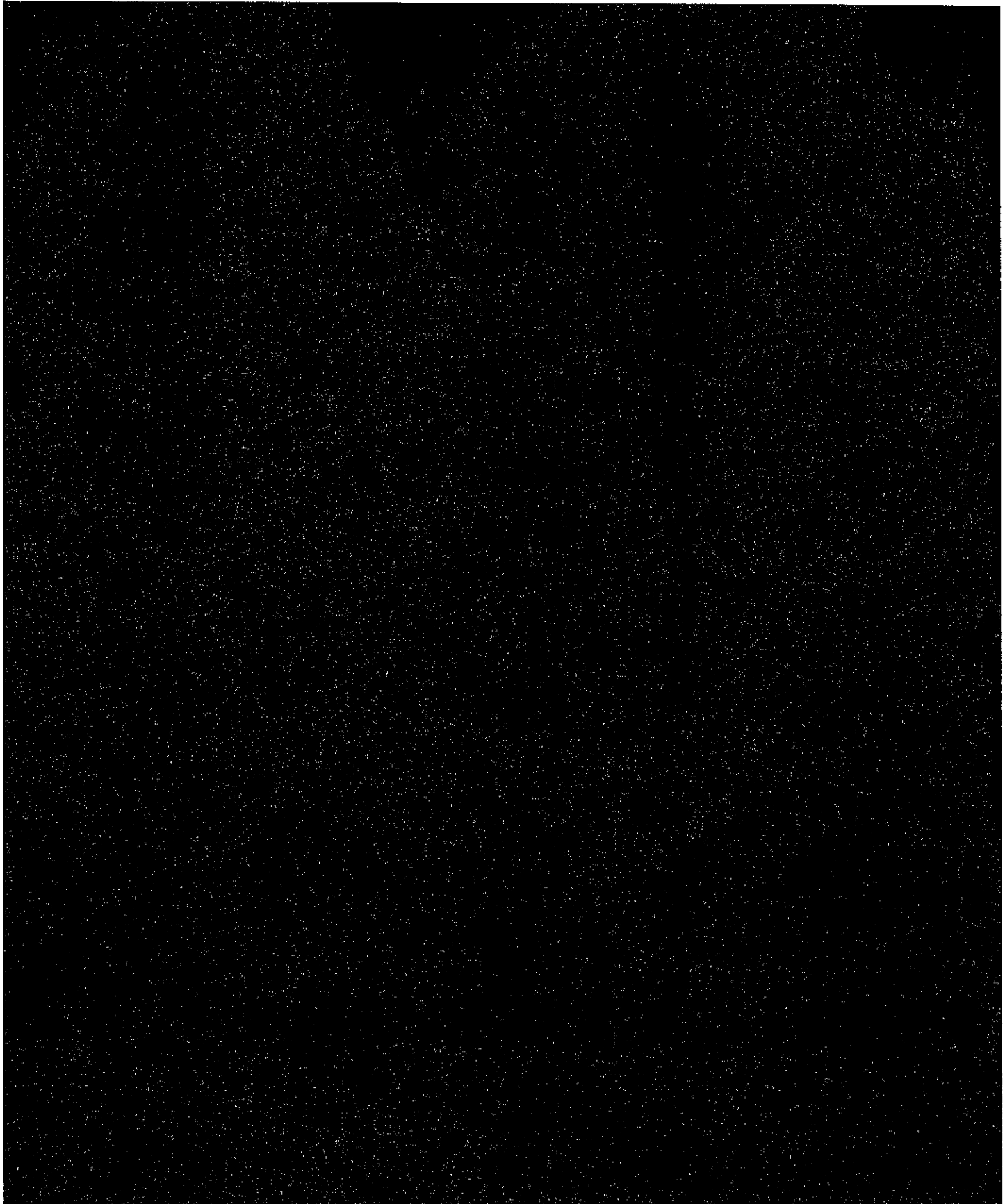
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**Ambit Energy**

Consultant Policies and Procedures

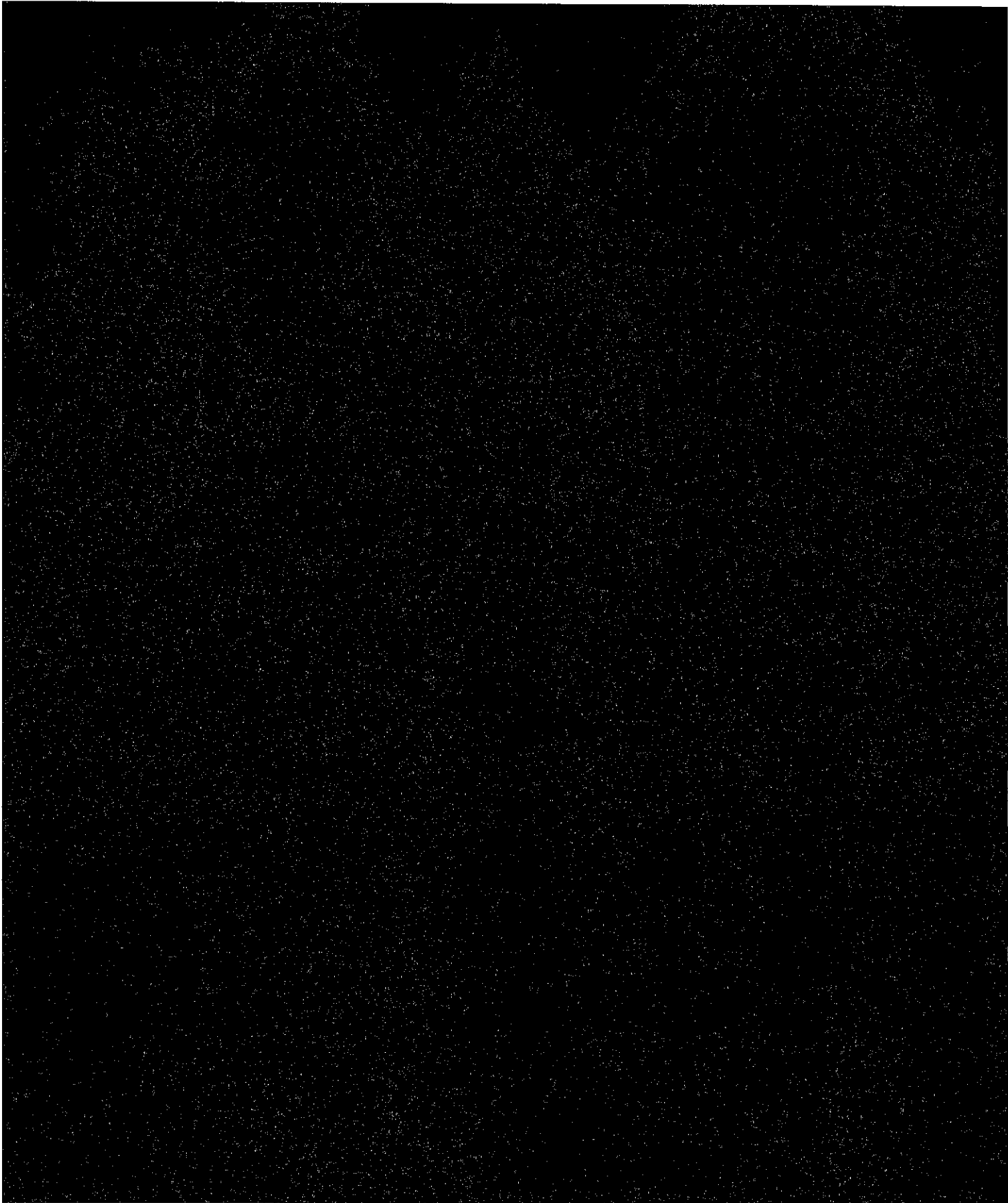
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**Ambit Energy**

Consultant Policies and Procedures

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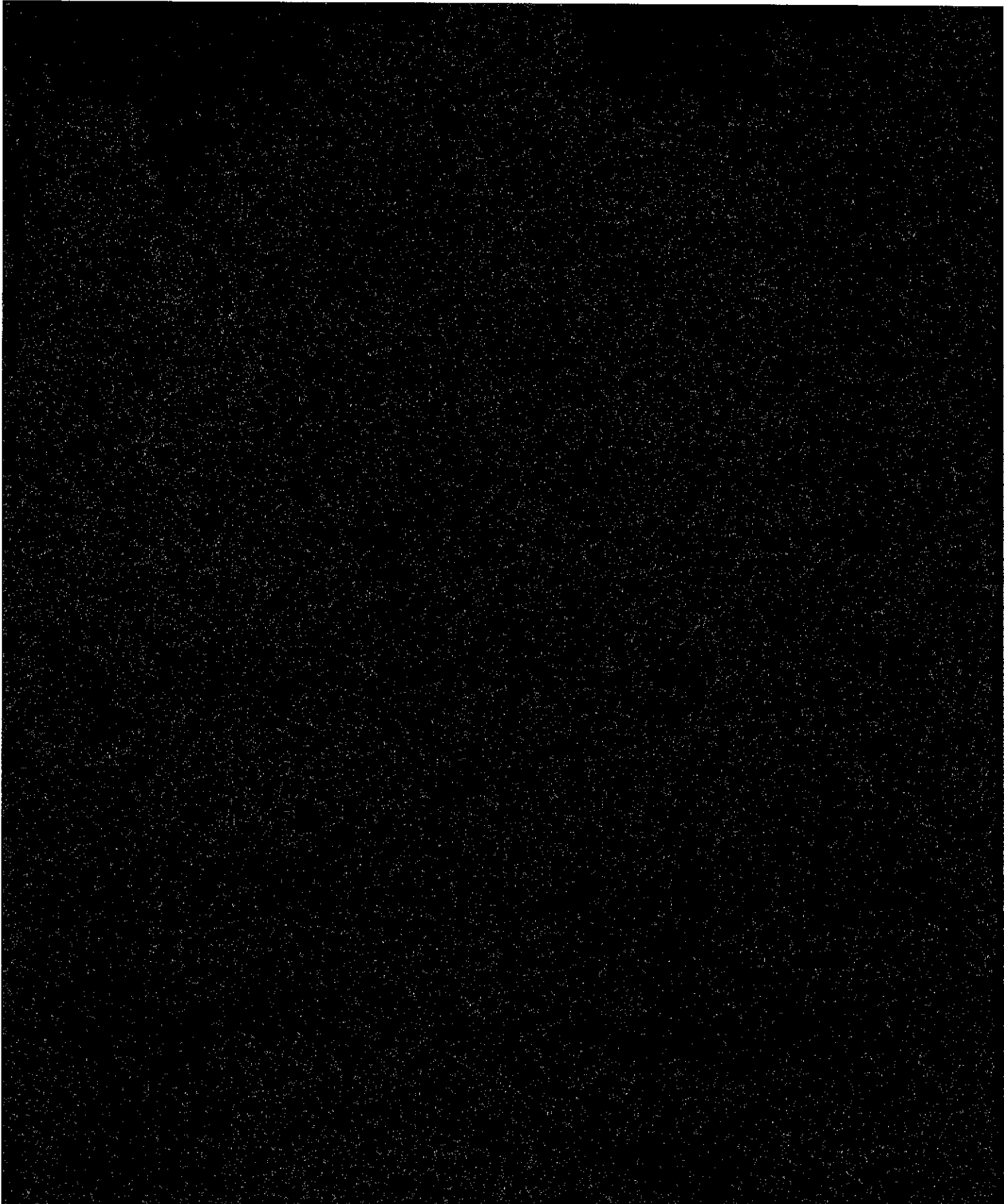




**Ambit Energy**

Consultant Policies and Procedures

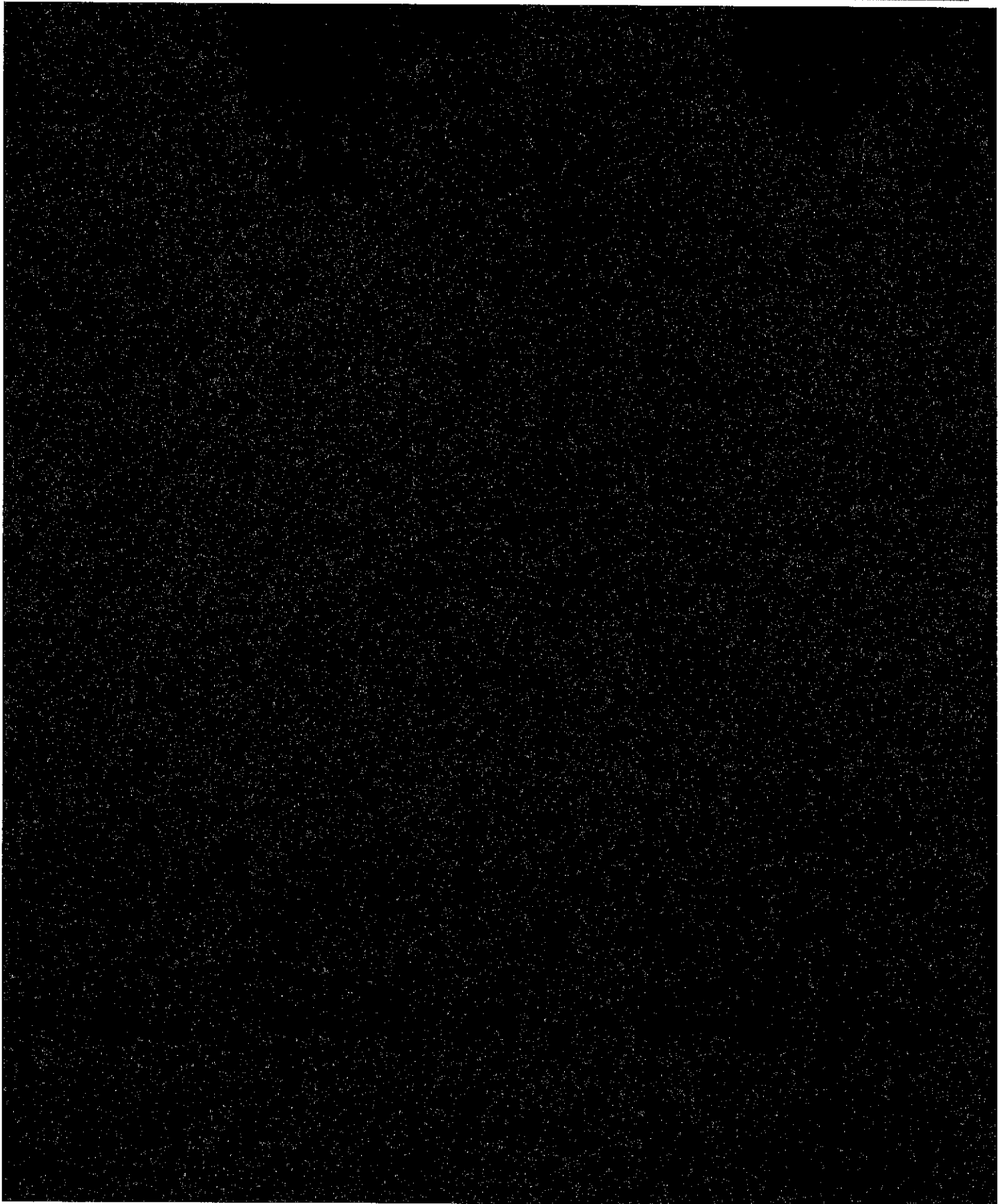
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**Ambit Energy**

Consultant Policies and Procedures

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**Ambit Energy**

Consultant Policies and Procedures

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CONTINUATION  
CERTIFICATE

Westchester Fire Insurance Company

, Surety upon

a certain Bond No. K0966813  
dated effective March 11, 2019  
(MONTH-DAY-YEAR)  
on behalf of Ambit Northeast, LLC  
(PRINCIPAL)  
and in favor of New Hampshire Public Utilities Commission  
(OBLIGEE)

does hereby continue said bond in force for the further period

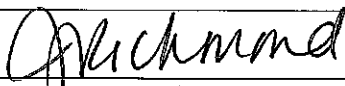
beginning on March 11, 2022  
(MONTH-DAY-YEAR)  
and ending on March 11, 2023  
(MONTH-DAY-YEAR)  
Amount of bond \$ 500,000.00

Description of bond Utility Services Bond

**PROVIDED:** That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on December 7, 2021  
(MONTH-DAY-YEAR)

Westchester Fire Insurance Company

By   
Jessica Richmond, Attorney-In-Fact

# CHUBB'

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Mario Arzamendi Sr., Philip N. Bair, Mary Ann Garcia, Stephanie Gross, Melissa Haddick, Joyce A. Johnson, Tannis Mattson, Chelsea Nielson, Barbara Norton, Sandra Parker, Jessica Richmond, Laura E. Sudduth and Amanda Turman-Avina of Houston, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 7th day of September, 2021.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 7th day of September, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316085  
Commission Expires July 18, 2024

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 7th day of December, 2021.



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3556 e-mail: surety@chubb.com

**Ambit Northeast, LLC – License No. DM-19-010**

New Hampshire Department of Energy- Competitive Electric Power Supplier Application Renewal

**REDACTED**

**Attachment H**

Provide an original executed financial security instrument that meets the requirements of Puc 2003.03  
(2003.01(b)(2))

CONTINUATION  
CERTIFICATE

REDACTED

Westchester Fire Insurance Company

, Surety upon

on certain Bond No.

[REDACTED]

dated effective

March 11, 2019  
(MONTH-DAY-YEAR)

on behalf of

Ambit Northeast, LLC  
(PRINCIPAL)

and in favor of

New Hampshire Public Utilities Commission  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on

March 11, 2022  
(MONTH-DAY-YEAR)

and ending on

March 11, 2023  
(MONTH-DAY-YEAR)

Amount of bond

[REDACTED]

Description of bond

Utility Services Bond

**PROVIDED:** That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on

December 7, 2021

(MONTH-DAY-YEAR)

Westchester Fire Insurance Company

By

  
\_\_\_\_\_  
Jessica Richmond, Attorney-In-Fact

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Marlo Arzamendi Sr., Phillip N. Balr, Mary Ann Garcia, Stephanie Gross, Melissa Haddick, Joyce A. Johnson, Tannis Mattson, Chelsea Nielson, Barbara Norton, Sandra Parker, Jessica Richmond, Laura E. Sudduth and Amanda Turman-Avina of Houston, Texas

each as their true and lawful Attorney-in-Facto execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 7th day of September, 2021.

Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President



STATS OF NEW JERSEY
County of Hunterdon

SS.

On this 7th day of September, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2346888
Commission Expires July 16, 2024

Signature of Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 7th day of December, 2021.



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
1-800-900-903-3493 Fax: 900-903-2656 e-mail: sure2@chubb.com