



March 29, 2022

NEW HAMSHIRE DEPARTMENT OF ENERGY (NHDOE)
21 South Fruit Street, Suite 10
Concord, NH 03301

Subject: Electricity N.H., LLC d/b/a E.N.H. Power - DM 17-051
Renewal Registration of Competitive Electric Power Supplier

Pursuant to New Hampshire Code of Administrative Rules Chapter Puc 2000 Part 2003.02, Electricity N.H. LLC d/b/a E.N.H. Power ("ENH") is submitting the attached Application for renewal registration as a Competitive Electric Power Supplier (CEPS).

An electronic copy of this filing was also sent to registrations@energy.nh.gov.

If you have any questions or need anything else, please let me know.

Best Regards,

A handwritten signature in blue ink that reads "Muriel LeClerc".

Muriel LeClerc
Senior Regulatory Specialist
207-890-4094
mleclerc@sparkenergy.com



Competitive Electric Power Supplier Application Form

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

Indicate whether this application is for an initial registration or for a renewal. Initial <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>			
Applicant's General Information			
Puc 2006.01(a)	Legal Name	Electricity N.H., LLC	
	Trade Name (d/b/a) (if applicable)	E.N.H. Power	
Puc 2006.01(b)	Business Mailing Address	12140 Wickchester Ln., Suite 100	
		Houston, TX 77079	
	Telephone Number	-800-549-6160	
	E-Mail Address	customerservice@enhpower.com	
	Website Address	www.enhpower.com	
Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.	Maine	
Puc 2006.01(d)	Provide the name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s)1 if it is anything other than an individual. Use additional sheets as needed.		
	Name	W. Keith Maxwell III	
	Title	President and Chief Executive Officer	
	Business Mailing Address	12140 Wickchester Ln., Suite 100	
		Houston, TX 77079	
	Telephone Number	.713-977-5641	
	E-Mail Address	kmaxwell@viarenewables.com	
	<hr/>		
	Name	Mike Barajas	
	Title	Chief Financial Officer	
	Business Mailing Address	12140 Wickchester Ln., Suite 100	
		Houston, TX 77079	
	Telephone Number	.832-217-1827	
	Email Address	mbarajas@viarenewables.com	
	<hr/>		
	Name	Paul Konikowski	
	Title	Chief Operating Officer	
	Business Mailing Address	12140 Wickchester Ln., Suite 100	
Houston, TX 77079			
Telephone Number	-832-294-1955		
E-Mail Address	pkonikowski@viarenewables.com		

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



Affiliates and Subsidiaries		
Puc 2006.01(e)	Provide the following information regarding any affiliates ² and subsidiaries of the applicant that are conducting business in New Hampshire. Use additional sheets as needed.	
	Name of Entity	Via Energy Solutions, LLC
	Business Address	12140 Wichchester Ln., Suite , Houston, TX 77079
	Telephone Number	832-200-3727
	Provide a description of the business purpose of the entity.	Energy Brokerage Services
	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.	N/A
	Name of Entity	
	Business Address	
Telephone Number	- -	
Provide a description of the business purpose of the entity.		
Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.		

² "Affiliate" means any of the following:

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



Customer Service Department Contact		
Puc 2006.01(f)	Name	Erica Bonilla
	Title	Director, Collections and Customer Care
	Toll-Free Telephone Number (if available)	800-549-6160
	Telephone Number	800-549-6160
	E-Mail Address	customerservice@enpower.com

Customer Complaints Contact			
Puc 2006.01(g)(1)	Name	April Lusk	Keenia Joseph
	Title	Regulatory, Team Lead	Senior Director Regulatory Affairs
	Business Mailing Address	12140 Wickchester Ln, Suite 100	12140 Wickchester Ln., Suite 100
		Houston, TX 77079	Houston, TX 77079
	Telephone Number	832-333-7019	713-600-2665
	E-Mail Address	regulatory@sparkenergy.com	kejoseph@sparkenergy.com

Regulatory Compliance Matters Contact			
Puc 2006.01(g)(2)	Name	Muriel LeClerc	Keenia Joseph
	Title	Senior Regulatory Specialist	Senior Director Regulatory Affairs
	Business Mailing Address	12140 Wickchester Ln., Suite 100	12140 Wickchester Ln., Suite 100
		Houston, TX 77079	Houston, TX 77079
	Telephone Number	207-890-4094	713-600-2665
	E-Mail Address	regulatorymatters@sparkenergy.com	regulatorymatters@sparkenergy.com

Commission Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Muriel LeClerc
	Title	Senior Regulatory Specialist
	Business Mailing Address	12140 Wickchester Ln., Suite 100
		Houston, TX 77079
	Telephone Number	207-890-4094
	E-Mail Address	regulatorymatters@sparkenergy.com



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

Franchise Areas, Customer Types to be Served, and Other States	
Puc 2006.01(l)	<p>List the utility franchise areas in which the applicant intends to operate and, to the extent the applicant does not intend to provide service in the entire franchise area of a utility, a delineation of the cities and towns where the applicant intends to provide service within each utility franchise area.</p> <p>Entire franchise area of: <u>Eversource Energy (Eversource) Unitil Energy Systems, Inc. (UES)</u> <u>New Hampshire Electric Cooperative (NHEC) Liberty Utilities (Liberty)</u></p>
Puc 2006.01(m)	<p>Provide a statement whether or not the applicant intends to serve the following types of customers: residential, small commercial, large commercial, and industrial.</p> <p><u>Electricity N.H., LLC d/b/a E.N.H Power intends to serve residential, small commercial and large commercial customers.</u></p>
Puc 2006.01(n)	<p>List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.</p> <p><u>N/A</u></p>



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>In the table below, enter abbreviations of applicable states or the jurisdiction across the top row, complaint types in the left column, and, for each cell in the table, the number of complaints for each type within the applicable state or jurisdiction.</p>

	(enter applicable states/jurisdictions in row just below)										
Complaint Type											Total
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
Total	0	0	0	0	0	0	0	0	0	0	0



Statements Regarding Applicant and its Principals		
Respond to each of the following questions with either "Yes" or "No."		
Puc 2006.01(p)(1)	Has applicant or any of its principals ever been convicted of any felony that has not been annulled by a court?	<u>No</u>
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?	<u>No</u>
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?	<u>No</u>
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?	<u>No</u>
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?	<u>No</u>
Puc 2006.01(q)	If an affirmative answer is provided to any item above, then provide a detailed explanation of the occurrence and the related circumstances. Use additional sheets as needed.	

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

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




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

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

File Financial Security Instrument		
Refer to Puc 2003.03 for the financial security requirements.		
Puc 2003.01(b)(2)	Provide an original executed financial security instrument that meets the requirements of Puc 2003.03. <u>Original financial security instrument sent to NH PUC in 2016</u>	
File the original, executed financial security instrument with the Executive Director. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.		

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

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

Attestation and Signature		
Puc 2006.01(y) and (z)	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.	
	 Signature of the applicant or its authorized representative	3/25/22 Date
	Name: <u>Mike Barajas</u>	
	Title: <u>Chief Financial Officer</u>	

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: Executive.Director@puc.nh.gov		

Attachment A

Business Information

Business Details

Business Name: E.N.H. POWER	Business ID: 669047
Business Type: Foreign Limited Liability Company	Business Status: Good Standing
Business Creation Date: 04/09/2012	Name in State of Formation: ELECTRICITY N.H., LLC
Date of Formation in Jurisdiction: 04/09/2012	
Principal Office Address: 12140 Wickchester Lane, Suite 100, Houston, TX, 77079, USA	Mailing Address: 12140 Wickchester Lane, Suite 100, Houston, TX, 77079, USA
Citizenship / State of Formation: Foreign/Maine	
	Last Annual Report Year: 2021
	Next Report Year: 2022
Duration: Perpetual	
Business Email: CLS-CTARMSevidence@wolterskluwer.com	Phone #: 207-777-4700
Notification Email: CLS-CTARMSevidence@wolterskluwer.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Buying and supplying electricity, together with other business permitted under the laws of the State of New Hampshire.	

Principals Information

Name/Title

Spark HoldCo, LLC / Member

Business Address

12140 Wickchester Lane, Suite 100, Houston, TX, 77079, USA

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: C T Corporation System

Registered Office Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Address:

Registered Mailing Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Address:

Trade Name Information

Business Name	Business ID	Business Status
Provider Power (/online/BusinessInquire/TradeNameInformation? businessID=495757)	673017	Expired
Electricity Me (/online/BusinessInquire/TradeNameInformation? businessID=502036)	674529	Expired
E.N.H. Power (/online/BusinessInquire/TradeNameInformation? businessID=522865)	669045	Active
PROVIDER POWER (/online/BusinessInquire/TradeNameInformation? businessID=634194)	807154	Active
SPARK GAS & ELECTRIC (/online/BusinessInquire/TradeNameInformation? businessID=658259)	828232	Active

Trade Name Owned By

Name	Title	Address
------	-------	---------

Trademark Information

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

No records to view.

[Filing History](#)

[Address History](#)

[View All Other Addresses](#)

[Name History](#)

[Shares](#)

[Businesses Linked to Registered Agent](#)

[Return to Search](#)

[Back](#)

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

Version 2.1 © 2014 PCC Technology Group, LLC, All Rights Reserved.

Attachment B

State of New Hampshire
Department of State

CERTIFICATE OF REGISTERED TRADE NAME

OF

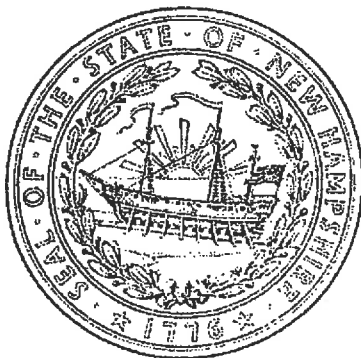
E.N.H. Power

This is to certify that Electricity N.H., LLC registered in this office as doing business under the Trade Name E.N.H. Power, at 306 Rodman Road, PO Box 1150 Auburn, ME 04211 on April 9, 2012.

The nature of business is buying and supplying electricity, together with other business permitted under New Hampshire law.

Expiration Date: April 9, 2017

Business ID#: 669045



IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April, 2012 A.D.

William M. Gardner

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: E.N.H. POWER	Business ID: 669045
Business Type: FORCED DBA	Business Status: Active
Expiration Date: 4/9/2027	Last Renewal Date: 12/13/2021
Business Creation Date: 04/09/2012	Name in State of Formation: ELECTRICITY N.H., LLC
Date of Formation in Jurisdiction: 04/09/2012	
Principal Office Address: 12140 Wickchester Lane Suite 100, Houston, TX, 77079, USA	Mailing Address: 12140 Wickchester Lane Suite 100, Houston, TX, 77079, USA
Business Email: eclavet@providerfinancial.com	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / buying and supplying electricity, together with other business permitted under New Hampshire law 221122-Electricity Distribution 221210-Gas Distribution	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

Business Name	Business ID	Business Status
---------------	-------------	-----------------

Trade Name Owned By

Name	Title	Address
E.N.H. Power (/online/BusinessInquire/TradeNameInformation? businessID=499192)	Business	Good Standing

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

[Filing History](#) [Address History](#) [View All Other Addresses](#)
[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

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

Version 2.1 © 2014 PCC Technology Group, LLC, All Rights Reserved.

Attachment C

Customer Directory

Filename: participant_directory.csv

Report for: 03/22/2022 - 03/22/2022

Report generated: 03/22/2022 07:15:44 EDT

ID	Customer Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Phone	Status	Sector	Type	Classification	Sub-Classification
Number	String	String	String	String	String	String	String	String	String	String	String	String	String	String
89158	Electricity N.H., LLC	PO Box 1150			Auburn	ME	4211	USA		ACTIVE	Supplier	Participant	Market	Participant

Attachment D

Public Service of New Hampshire Certificate of Completion

is hereby granted to:

Electricity NH, LLC

to certify that they have completed to satisfaction

EDI Connectivity and Certification Testing



Granted: 05/18/12

Aaron Downing

Aaron Downing
PSNH Supplier Services

Muriel LeClerc

From: Jacqueline Crews <JCrews@ecinfosystems.com>
Sent: Monday, September 30, 2013 5:52 PM
To: Dan Kuehl (GMail)
Cc: John Wassam; Sandra Nadeau; Robert Hoenig; Mourish Chaliawala; Muriel LeClerc; Nirav Shah; Chintan Vora; Kevin Dean (Gmail)
Subject: EDI Testing completed for Provider Power with PSNH

Hello Dan,

I am sending you an update on the status of testing between EC Infosystems (on behalf of Provider Power) with PSNH.

Effective 9/30/2013, EDI testing has been completed successfully. EC Infosystems will prepare their systems for production and will let you know the earliest "Go Live" date upon receiving it from the utility.

PSNH will not be able to "Go Live" with you until your business side paperwork is completed with them.

Thank you and please contact me if you have any questions.

Regards,
Jacqueline Stevenson
Supervisor, EDI Technical Support
EC Infosystems, Inc.
50 Charles Lindbergh Blvd, Suite 411
Uniondale, NY 11553
Tel: 516-874-8044
Email: jcrews@ecinfosystems.com
Web: www.ecinfosystems.com



Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to: Electricity NH, LLC
Represented by: Muriel LeClerc


Issued by: Unitil Energy Systems
Represented by: Todd Bohan, Energy Analyst

Date: May 25, 2012

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Electricity NH, LLC. As of May 24, 2012, Unitil Energy Systems does hereby declare Electricity NH, LLC 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

Electricity NH, LLC has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Electricity NH, LLC 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
5/25/12
Date

Todd Bohan
Energy Analyst II
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720
supplierservices@unitil.com

Muriel LeClerc

From: Roy McMaster <RMcMaster@ecinfosystems.com>
Sent: Thursday, September 05, 2013 6:13 PM
To: Dan Kuehl (GMail)
Cc: Muriel LeClerc; Jacqueline Crews; Mourish Chaliawala; Robert Hoenig; Jane Bibla; Andy Zhao; Meela Neebar
Subject: Completion of Certification Testing Between Electricity NH, LLC d/b/a ENH Power and Unitil

Hello Dan,

I am sending you an update on the status of testing between EC Infosystems (on behalf of Electricity NH, LLC d/b/a ENH Power) with Unitil.

Effective 09.05.2013, Phase III testing has been completed successfully with Unitil test systems. EC Infosystems is now performing connectivity testing with Unitil's Live/Production Systems. We will let you know the earliest "Go Live" date upon receiving it from the utility.

Please note that Unitil will not be able to "Go Live" with you until your business side paperwork is complete with them. I hope you have already taken care of this item.

****Please note***

- 1. Once EDI Testing is complete with a utility, the utility usually takes about 7 business days to schedule Production Connectivity testing with us.***
- 2. Once Production Connectivity Testing is complete, EC Infosystems will need 5 business days before moving a marketer into production.***

Thank you and please contact me if you have any questions.

Roy McMaster
Technical Support Analyst
EC Infosystems Inc.
50 Charles Lindbergh BLV, Suite 411
Uniondale, NY 11553
Tel: 516-874-8025
EMAIL: rmcmaster@ecinfosystems.com
Web: www.ecinfosystems.com



579 Tenney Mountain Highway
Plymouth, NH 03264-3154
www.nhec.com
603-536-1800 / 800-698-2007

Test Acceptance Form

July 9, 2012

The undersigned agree that ENH Power and New Hampshire Electric Cooperative (NHEC) have successfully completed electronic interchange testing for "LDC" option on July 3, 2012.

Subject to any finalization of bilateral agreements between ENH Power and NHEC and fulfillment of all other registration requirements as directed by the New Hampshire Public Utility Commission, ENH Power may submit customer enrollment transactions electronically to NHEC upon providing billing rates no less than ten (10) business days prior to Member enrollment or Member's next billing date for any such rate. Supplier rates and pricing options must conform to the rate structure in use by the Cooperative for each specific rate class and be supported by meters in place.

Competitive Supplier Company: ENH Power

Competitive Supplier Business Contact Signature: Manuel LeClere
Date of Test Acceptance: 7-13-2012

Competitive Supplier Technical Contact Signature: Douglas Keeler
Date of Test Acceptance: 7-13-2012

Distribution Company: New Hampshire Electric Cooperative Inc.

Distribution Company Business Contact Signature: William Bayard
Date of Test Acceptance: July 9, 2012

Distribution Company Technical Contact Signature: Maura Patten
Date of Test Acceptance: July 9, 2012

Muriel LeClerc

From: John Wassam
Sent: Tuesday, August 20, 2013 10:52 AM
To: Muriel LeClerc
Cc: Dan Kuehl (GMail); Sandra Nadeau; Kristen Joseph
Subject: FW: EDI Testing Completed Electricity New Hampshire with New Hampshire Electric Coop(NHEC)

Categories: printed

From: Andy Zhao [<mailto:azhao@ecinfosystems.com>]
Sent: Tuesday, August 20, 2013 10:49 AM
To: John Wassam
Cc: Jacqueline Stevenson; Meela Neebar; Mourish Chaliawala; bhoenig@ecinfosystems.com; jbibla@ecinfosystems.com
Subject: EDI Testing Completed Electricity New Hampshire with New Hampshire Electric Coop(NHEC)

Good Morning John,

I am sending you an update on the status of testing between EC Infosystems (on behalf of Electricity New Hampshire) with NHEC.

Effective 8/20/2013, EDI testing(Electric) has been completed successfully. EC Infosystems will prepare their systems for production and will let you know the earliest "Go Live" date upon receiving it from the utility.

Please note that NHEC will not be able to "Go Live" with you until your business side paperwork is completed with them.

Thank you and please contact me if you have any questions.

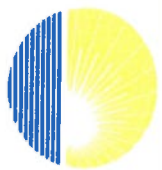
****Please note***

- 1. Once EDI Testing is complete with a utility, the utility usually takes about 7 business days to schedule Production Connectivity testing with us.***
- 2. Once Production Connectivity Testing is complete, EC Infosystems will need 5 business days before moving a marketer into production.***

Regards,

Andy Zhao

Operations Analyst
EC Infosystems, Inc.
50 Charles Lindbergh Blvd, Suite 411
Uniondale, NY 11553
Tel: 516-874-8073
Email: azhao@ecinfosystems.com
Web: www.ecinfosystems.com



Liberty UtilitiesSM

COMPLETION OF EDI TESTING

This is to certify that on JUNE 30th, 2014

Electricity NH, LLC

completed all of the requirements of New Hampshire

Code of Administrative Rules, Section PUC 2003.01 (d).

A handwritten signature in black ink, appearing to read "Deborah M. Gilbertson".

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

Attachment E

Customer Complaint 2020

Complaint Type	STATE													Total
	CA	CT	DC	IL	MA	MD	ME	NH	NJ	NY	OH	PA	TX	
Customer Responsibility - Didn't follow up				5	3				1		1	3	4	17
Customer Responsibility - Didn't Renew		3		10	3			1	2	8	5	13		45
Customer Service-Agent Error		1		8									2	11
Customer Service-Agent Unprofessional/Unknowledgeable								1						1
Customer Service-Emails-Resolution Timeframe													1	1
Customer Service-No Callback/No Follow-Up										1			1	2
Fulfillment-Contract Expiration Notice-Not Required-Not Generated/Sent.												1		1
Fulfillment-Contract Expiration Notice-Required-Not Generated/Sent.												1		1
Fulfillment-Not Generated/Sent												1		1
Marketing-3rd Party Website Issue													1	1
Marketing-Website Content													1	1
Pricing- High Variable Rates				2					3	1	1	3		10
Pricing-Non-Competitive Rates				1						2	1	1		5
Process Dissatisfaction-Cust Dislikes Process				11	1					2	1	4	10	29
Products-Confusing Pricing Strategies													1	1
Products-ETF/MSF Dispute				1	1			1		1		1	1	6
Products-Other						1						11		12
RA-Drop Issue	1			5										6
RA-Incorrect Rate		1										3	1	5
RA-Other Transaction Issue		1							2			2	2	7
RA-Resolution Timeframe		1					1							2
RA-Tax Dispute													8	8
Sales Tactics-Aggressive/Unprofessional		1						1			1			3
Sales Tactics-DNC or DNS / TCPA				2	1		1	2	1		1	1		9
Sales Tactics-Enrollment Dispute		1	3	105	1	2	2	8	18	42	36	85	3	306
Sales Tactics-Misleading Claims/Poor Customer Education (product savings, etc.)		1	1	14	1	1		1	4	5	2	7	2	39
Sales Tactics-Misrepresentation/Impersonation				2				1				3		6
Sales Tactics-Not Authorized (Non-Acct Holder)		1												1
Sales Tactics-Other			1											1
Grand Total	1	11	5	166	11	4	4	16	31	61	50	140	38	538

Customer Complaint 2021

Complaint Type	STATE												Total
	CT	DC	IL	MA	MD	ME	NH	NJ	NY	OH	PA	TX	
PROCESS DISSATISFACTION												1	1
Customer Responsibility - Didn't follow up						1		1				3	5
Customer Responsibility - Didn't Renew			1					7	2	1	7	2	20
Customer Service-Agent Error												3	3
Customer Service-Agent Unprofessional/Unknowledgeable	1												1
Customer Service-Hold Times				1		1						1	3
Customer Service-No Callback/No Follow-Up						1						1	2
Fulfillment-Contract Expiration Notice-Not Required-Not Generated/Sent.								1					1
Fulfillment-Contract Expiration Notice-Required-Not Generated/Sent.		1	1			1							3
IT-Scout/Web-Enrollment Issue												2	2
Pricing- High Variable Rates (Existing Customer)								2	1	1	2		6
Process Dissatisfaction-Cust Dislikes Process (Assignment, Cancellation Timeframe, etc.)	1		2	2	1	1		2	1		1	11	22
Products-Confusing Pricing Strategies					2			3				6	11
Products-ETF/MSF Dispute				2			2					1	5
RA-Incorrect Rate Billed			1										1
RA-Other Transaction Issue							1					10	11
Sales Tactics-DNC or DNS / TCPA							1				2		3
Sales Tactics-Misleading Claims/Poor Customer Education (product savings, etc.)		1	1	1	4			3	1	3	18	2	34
Sales Tactics-Misrepresentation/Impersonation											2		2
Transactions-Enrollment Dispute	4	1	30	1	3	3	2	3	11	12	40	6	116
Transactions-Enrollment Rejected				1							1	1	3
Grand Total	6	3	36	8	10	8	6	22	16	17	73	50	255

Attachment F



RESIDENTIAL DISCLOSURE SUMMARY

Product Name	«Product Name»		
Length of the Agreement	«Term Length» «Term Type»		
Fixed Per kWh Price	«Rate»¢ per «UoM»		
Charges	Your supply charges are calculated by multiplying the rate per kWh above by your total kWh hours used.		
Fixed Price Residential Customers who use	500 kWh of electricity	1,000 kWh of electricity	1,500 kWh of electricity
Will Pay	(«Rate»¢ per «UoM» x 500)	(«Rate»¢ per «UoM» x 1,000)	(«Rate»¢ per «UoM» x 1,500)
Environmental Characteristics	«Renewable Content»		
Early Termination Fee	«ETF»		
Late Payment Fee	When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by ENH Power, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest.		
Renewal Terms	At least forty-five (45) days prior to the end of the term of service of your Supply Contract, ENH Power will email you either (i) a new Confirmation Letter for the renewal period, which sets forth the electricity price and term that will apply to the renewal period, or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue on a monthly basis until such time as a Confirmation Letter issues, during which Holdover Term you may cancel the Supply Contract without payment of any "Cost Recovery Fee."		
Electric Assistance Program	Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.		

Terms of Service

Residential and Small Commercial Customers

ENH Power, LLC
Terms of Service
ENH.NH.E.TOS.D.07-01-2018

Purchase of Electric Generation Service.

ENH Power agrees to sell and you agree to buy, your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement (the "Supply Contract")—including an agreement for arbitration and class action waiver—throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that ENH Power provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.

- 1. Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed a fixed rate in cents per kilowatt hour ("kWh") set forth in your Disclosure Summary for your actual consumption of electricity. The Price Structures do not include, and you will be billed by the distribution company, for charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. You are responsible for paying your local utility distribution and transmission charges as well as any other applicable charges. Choosing ENH Power as your electricity supplier does not guarantee any savings when compared to other Competitive Electricity Providers or the current Default Service Offer.
- 2. Duration and kind of contract.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Disclosure Summary. The email address that you provided us at the time of enrollment will be the primary method of contacting you for notices, renewals and disclosure information about your account. This information is also available via U.S. mail, and you may change your primary method of communication to U.S. mail at any time by contacting us by telephone at 1-800-549-6160 or electronically through our website at ENH Power. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with ENH Power. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted. This Supply Contract will renew automatically as set forth below until terminated by you or ENH Power per the Termination Provisions set forth below. At least forty-five (45) days prior to the end of the term of service of your Supply Contract, ENH Power will email you either (i) a new Confirmation Letter for the renewal period, which sets forth the electricity price and term that will apply to the renewal period, or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue on a monthly basis until such time as a Confirmation Letter issues, during which Holdover Term you may cancel the Supply Contract without payment of any "Cost Recovery Fee."

3. **Termination Provisions.** ENH Power may terminate this Supply Contract in the event of default as set forth in Section 4. ENH Power may terminate this Supply Contract for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract. You may terminate this Supply Contract by telephone at 1-800-549-6160, or electronic-mail or written notice to ENH Power. You have the right to change suppliers at any time and with no advance notice requirement by contracting with a new supplier, contracting with an aggregator granted agency authority, or contacting the utility to select utility default service for electricity supply before your contract end date. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a "Cost Recovery Fee" outlined in Section 8, which fee will not apply if you terminate during the renewal period or Holdover Term. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination.
4. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility (Eversource, Until, Liberty Utilities or NH Electric Co-Op), and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. ENH Power reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by ENH Power, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. I agree to allow the utility to share my payment information for the purpose of consolidated billing.

According to the NHPUC Code of Administrative Rules, in the event you default in your payment or other obligations under this Supply Contract, ENH POWER has the right to cancel this Supply Contract, at which time you will automatically be transferred to the Utility's Standard Offer rate plan. You will remain responsible for balances owed to ENH Power for generation service and ENH Power's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs.

5. **Credit Reporting.** When you first apply for service and during the term of the Supply Contract with ENH Power we may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, ENH Power reserves the right to report your payment history to a credit reporting agency.
6. **Customer Deposits.** ENH Power does not require a customer deposit to enroll.
7. **Warranty Disclaimer; Damages; Force Majeure.**

ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY ENH Power ON AN "AS IS" BASIS. ENH Power MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ENH Power DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that ENH Power shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. ENH Power shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. ENH Power's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall ENH Power be liable

for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. ENH Power will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of ENH Power's control (Force Majeure events) may result in interruptions in service and ENH Power shall not be liable for any such interruptions. ENH Power does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that ENH Power shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond ENH Power's control.

8. **Charges, Fees and Penalties.** You will be charged for electric generation service supplied at the contract rate. No additional fees will be assessed to you by ENH Power unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for ENH Power to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00 and any cost associated with the cost of selling the unused portion of your electricity to others as well as estimated lost revenue that ENH Power may incur from such a sale. In the event you default on your payment or other obligations under this Supply Contract, ENH Power has the right to cancel this Supply Contract upon thirty (30) days written notice. ENH Power reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation of service, late payment or interest charges owed to your Utility as per paragraph 3 of this agreement.

In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the New Hampshire PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the New Hampshire PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in ENH Power incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge. We may charge you up to \$25 for any returned check.

9. **Estimated Bills.** 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.

ENH Power reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.

10. **Right to Rescind.** YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN FIVE BUSINESS DAYS OF ELECTRONIC DELIVERY OF THE TERMS OF SERVICE, OR WITHIN SIX BUSINESS DAYS FROM THE POSTMARKED DATE OF THE TERMS OF SERVICE DELIVERED BY U.S. MAIL. IF SOLICITED IN PERSON YOU HAVE THE RIGHT TO RESCIND WITHIN 10 BUSINESS DAYS OF ELECTRONIC DELIVERY OF THE TERMS OF SERVICE, OR WITHIN 11 BUSINESS DAYS FROM THE POSTMARKED DATE OF THE TERMS OF SERVICE DELIVERED BY U.S. MAIL. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:

- a. By telephone at: **800-549-6160**,
- b. By mailing us a written notice to rescind at:
ENH Power
12140 Wickchester Ln, Ste 100
Houston, TX 77079; or
- c. By email through **customerservice@electricitynh.com**.

11. **Questions and Complaints.** If you have a question or complaint about your electricity supply, you can contact ENH Power by phone, toll-free by calling 1-800-549-6160 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at www.providerpower.com/nh/. In the event of a billing or service dispute, the parties agree to use their best efforts to resolve the dispute.
12. **Default Generation Service.** All retail electricity customers in New Hampshire are entitled to purchase their electricity supply from a competitive supplier or through the default service. Default service is provided automatically by the Utility to customers who do not sign a contract with a supplier for their electricity.
13. **Changes in Terms of Service.** In the event of any material changes in these Terms of Service, we will notify you in writing by your email address on record no less than forty-five (45) days in advance of such material change.
14. **Assignment.** This contract may be assigned or transferred by ENH Power with thirty (30) days prior written notice using your preferred form of communication on record. At that time, you have the option to either continue service with the new competitive supplier, choose a different competitive supplier, or return to default service with no penalty. You may not assign this contract, in whole or part, or any of your rights or obligations hereunder, without prior written consent from ENH Power. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than ENH Power and Customer.
15. **Do-Not-Call List.** The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.
16. **Consumer Protection Rights.** You may contact the New Hampshire Public Utilities Commission to obtain information on consumer protection rights and responsibilities by calling the Commission's Consumer Services Division Hotline at 1-800-852-3793, Monday through Friday, 8:00 a.m. to 4:30 p.m. or by writing to the Commission at:

New Hampshire Public Utilities Commission
Consumer Services Division
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

The Consumer Services Division processes customer complaints, either verbally or in writing, against suppliers alleging the supplier is not in compliance with the provisions of supplier rules.

17. **Low-Income Assistance.** Eligible low-income residential customers may qualify for discounted electric rates from your Utility or electric assistance from the State. For more information contact your Utility or visit the New Hampshire Public Utilities Commission website at

<http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm>. You may also call 211 or visit their website at 211nh.org for a list of available services in New Hampshire. ENH Power cannot guarantee a lower electricity rate against specialized utility rates, such as those for low income eligible customers.

18. **Confidentiality and Information Release Authorization.** By entering into this Supply Contract and providing your utility account number(s) and authorization number(s), you authorize ENH Power to obtain from your local utility (Eversource, Unitil, Liberty Utilities, or NH Electric Co-Op) any account information including usage information and payment history. Payment history includes enrollment in budget billing plans and payment plans. ENH Power will not release your confidential customer information to any third-party without your written authorization. Confidential customer information shall include, but not be limited to:

- (1) Customer name, address, e-mail address and telephone number; and
- (2) Individual customer payment information.

19. **Net Metering.** If your account is subject to Net Metering, it requires an additional contract to be signed with

ENH Power to cover specific payment arrangements for excess payment of power purchased over historical account usages at time of enrollment. In addition to these terms an ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of your account. Failure to sign this agreement may result in immediate return to Default Service of your account. Please call ENH Power at 800-549-6160 to set these arrangements up.

20. **Meter Usage Information.** ENH Power has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage information for my account as part of this supplier agreement.

21. **MANDATORY ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.**

- a. Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of your enrollment, purchase, these Terms of Service, or the relationship among the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.
- b. Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to ENH Power at 12140 Wickchester Ln, Ste 100, Houston, TX 77079 or (2) to you at the postal address on file with us. Both you and ENH Power agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.
- c. Right to Opt Out of this Arbitration Agreement. You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the first time you (a) enroll and begin purchasing services from ENH Power; or (b) sign up for any further program or service provided by ENH Power. You may also opt out of this Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email through ENH Power's website at enhpower.com or by sending a letter to 12140 Wickchester

Ln, Ste 100, Houston, TX 77079. You should include your printed name, mailing address, and the words "Reject Arbitration."

- d. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. Arbitration shall take place in the country of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys' fees and costs against you. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.
- e. Waiver of Right to Bring Class Action & Representative Claims. All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**
- f. Governing Law. This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the Claim, the law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."

22. **Insolvency:** You acknowledge and agree that this Agreement and the transaction(s) under this Agreement constitute a 'forward contract' within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of this application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or this Agreement.

Pure Green Electricity Supply Mix If you have selected to participate in ENH Power's "Pure Green" Program, subject to the provisions of this Supply Contract, ENH Power will purchase renewable energy to supply all of your power needs. ENH Power will also buy any Renewable Energy Credits (REC's) required to ensure 100% of the electricity purchased on your behalf is generated from renewable electricity sources.

Coal-Free Electricity Supply Mix If you have selected to participate in ENH Power's "Coal-Free" Program, subject to the provisions of this Supply Contract, ENH Power will purchase energy to satisfy your full requirements for electric generation service from generating facilities that do not use coal as a fuel source.



RESUMEN DE DIVULGACIÓN RESIDENCIAL

Nombre del producto	«Product Name»		
Duración del Contrato	«Term Length» «Term Type»		
Precio fijo por kWh	«Rate»¢ por «UoM»		
Cargos	Sus cargos de suministro se calculan multiplicando la tarifa por kWh anterior por el total de kWh-horas utilizado.		
Precio fijo, los clientes residenciales que usan	500 kWh de electricidad	1.000 kWh de electricidad	1.500 kWh de electricidad
Pagarán	("Rate"¢ por "UoM" x500))	(«Rate»¢ por «UoM» x 1,000)	(«Rate»¢ por «UoM» x 1,500)
Características medioambientales	"Contenido renovable"		
Cargo por Rescisión Anticipada	«ETF»		
Cargo por Pago Vencido	Cuando la compañía de servicio emite una factura consolidada que incluye cargos por el servicio de generación eléctrica suministrado por ENH Power, todos los saldos facturados que no se paguen en forma total en la fecha de vencimiento se someterán a las políticas y procedimientos para pagos atrasados de la compañía de servicio, incluyendo la aplicación de cargos e intereses por pagos atrasados.		
Términos de Renovación	Al menos cuarenta y cinco (45) días antes del final del periodo de servicio de su Contrato de Suministro, ENH Power le enviará por correo electrónico ya sea (i) una nueva Carta de Confirmación para el periodo de renovación, indicando el precio de la electricidad y la duración correspondiente al periodo de renovación o (ii) una Notificación de Aplazamiento que establece un Período de Aplazamiento durante el cual los términos y tarifas del Contrato de Suministro continuarán en forma mensual hasta que se emita una Carta de confirmación. Durante dicho Período de Aplazamiento usted puede cancelar el Contrato de Suministro sin pagar ningún "Cargo de Recuperación de Costos".		
Programa de Asistencia con la Electricidad	Los clientes que reciben un beneficio del Programa de Asistencia con la Electricidad (EPA) ya no recibirán el descuento del EPA en la parte de suministro de energía de su cuenta.		

Términos de Servicio

Clientes Residenciales y Pequeños Comercios

ENH Power, LLC
Términos de Servicio
ENH.NH.E.TOS.D.07-01-2018

Compra del Servicio de Generación de Electricidad.

ENH Power acepta vender y usted acepta comprar sus requisitos completos de servicio de generación eléctrica (medida en kilovatio-horas) al precio y según los términos y condiciones especificados en el presente Contrato (el "Contrato de Suministro"), incluyendo un acuerdo de arbitraje y renuncia a demandas colectivas, durante el período de vigencia del presente Contrato de Suministro. La compra y venta de energía aquí indicada comenzará a las 00:00:01 Hora estándar del este (EST) del primer día que ENH Power proporcione la entrega física a sus instalaciones y finalizará a las 24:00:00 EST del último día del período de vigencia.

- 1. Estructuras de Precios.** Para mayor claridad, todas las tarifas mostradas en nuestro sitio Web y en los materiales promocionales se redondearon al centésimo de centavo más cercano. Se le facturará una tarifa fija en centavos por kilovatio-hora ("kWh") establecida en su Resumen de divulgación para su consumo real de electricidad. Las Estructuras de Precios no incluyen los cargos asociados con la entrega de electricidad, incluyendo, entre otros, el precio de transmisión y distribución, el cargo por beneficios del sistema, el cargo por recuperación de costos de transición e impuestos, por los cuales recibirá una cuenta de la compañía de distribución. Usted es responsable de pagar los cargos de distribución y transmisión de servicios públicos locales, así como cualquier otro cargo aplicable. La selección de ENH Power como su proveedor de electricidad no garantiza algún ahorro cuando se compara con otros proveedores de electricidad competitivos o con la oferta de servicio predeterminado actual.
- 2. Duración y Tipo de Contrato.** El presente Contrato de Suministro es un contrato para el suministro de servicio de generación de electricidad. El período del presente Contrato de Suministro se indica en su Resumen de divulgación. La dirección de correo electrónico que nos proporcionó en el momento de la inscripción será el método primario para contactarlo sobre notificaciones, renovaciones e información de divulgación sobre su cuenta. Esta información también se ofrece por correo postal de EE. UU., y usted puede cambiar su método principal de comunicación al correo postal de EE. UU. comunicándose con nosotros por teléfono al 1-800-549-6160 o electrónicamente mediante el sitio Web de ENH Power. Para los clientes nuevos, el servicio comenzará en la fecha de la próxima lectura del medidor después de que la compañía de servicio procese su inscripción en ENH Power. El tiempo de espera para el comienzo del servicio puede variar, dependiendo de los requisitos de inscripción de la Compañía de Servicio, su horario específico de lectura del medidor, el precio según la época del año y las condiciones del mercado. Para los clientes que renuevan, el servicio continuará ininterrumpido. El presente Contrato de Suministro se renovará automáticamente como se establece a continuación hasta que usted o ENH Power lo rescinda según las Disposiciones de Rescisión indicadas abajo. Al menos cuarenta y cinco (45) días antes del final del período de servicio de su Contrato de Suministro, ENH Power le enviará por correo

electrónico ya sea (i) una nueva Carta de Confirmación para el período de renovación, indicando el precio de la electricidad y la duración correspondiente al período de renovación o (ii) una Notificación de Aplazamiento que establece un Período de Aplazamiento durante el cual los términos y tarifas del Contrato de Suministro continuarán en forma mensual hasta que se emita una Carta de confirmación. Durante dicho Período de Aplazamiento usted puede cancelar el Contrato de Suministro sin pagar ningún "Cargo de Recuperación de Costos".

3. **Disposiciones de Rescisión.** ENH Power puede rescindir el presente Contrato de Suministro si usted comete una infracción como se indica en la Sección 4. ENH Power puede rescindir el presente Contrato de Suministro por cualquier otra razón enviándole una notificación escrito al menos con treinta (30) días de anticipación, en que dicha rescisión tomará vigor al final del Contrato de Suministro actual. Usted puede rescindir el presente Contrato de Suministro por teléfono llamando al 1-800-549-6160, o por correo electrónico o mediante notificación por escrito a ENH Power. Usted tiene derecho a cambiar proveedores en cualquier momento y sin un requisito de notificación previa contratando a un proveedor nuevo, contratando a un consolidador con autoridad de agencia, o contactando a la compañía de servicio para seleccionar un servicio predeterminado para el suministro de electricidad antes de la fecha de finalización de su contrato. Si usted rescinde el Contrato de Suministro antes del final del período de vigencia, podría tener que pagar el "Cargo de Recuperación de Costos" descrito en la Sección 8, el cual no será aplicable si usted rescinde durante el período de renovación o el Período de Aplazamiento. Con la rescisión, el servicio de interrumpirá en la fecha de la próxima lectura del medidor de la Compañía de Servicio para su cuenta que sea al menos treinta (30) días después de la notificación de rescisión.
4. **Pago de las Cuentas.** El costo de su servicio de generación eléctrica se incluirá en su cuenta de la compañía de servicio (Eversource, Unitil, Liberty Utilities o NH Electric Co-Op) y se vence en la fecha de vencimiento de la cuenta de la compañía de servicio. Usted concuerda en aceptar las lecturas realizadas por la compañía de servicio para contabilizar la energía eléctrica suministrada bajo el presente Contrato de Suministro. La Compañía de Servicio le aplicará otros cargos, incluidos los cargos por transmisión y distribución de la electricidad, de conformidad con sus aranceles establecidos. ENH Power se reserva el derecho de cambiar sus métodos de facturación. Cuando la compañía de servicio emite una factura consolidada que incluye cargos por el servicio de generación eléctrica suministrado por ENH Power, todos los saldos facturados que no se paguen en forma total en la fecha de vencimiento se someterán a las políticas y procedimientos para pagos atrasados de la compañía de servicio, incluyendo la aplicación de cargos e intereses por pagos atrasados. Acepto permitir que la compañía de servicio comparta información de pago con el propósito de una facturación consolidada.

Según el Código de Normas Administrativas de NHPUC, si usted no cumple con su pago u otras obligaciones en virtud del presente Contrato de Suministro, ENH POWER tiene el derecho de cancelar el presente Contrato de Suministro, en cuyo momento usted será transferido automáticamente al plan de tarifa de oferta estándar de la compañía de servicio. Usted sigue siendo responsable de los saldos adeudados a ENH Power por el servicio de generación y por los gastos en efectivo incurridos por ENH Power para hacer cumplir sus derechos en virtud del presente Contrato de Suministro, incluyendo honorarios razonables de abogados y costos judiciales.

5. **Informes de crédito.** Cuando usted solicita servicio por primera vez durante el período de vigencia del Contrato de Suministro con ENH Power, podemos contactar a una agencia de información de crédito para obtener sus antecedentes crediticios con la compañía de servicio y su puntaje de crédito. Después de la inscripción, ENH Power se reserva el derecho de reportar sus antecedentes de pago a una agencia de información de crédito.
6. **Depósitos de los Clientes.** ENH Power no requiere un depósito para la inscripción del cliente.

7. **Renuncia de Garantía; Daños; Fuerza Mayor.**

ENH Power PROPORCIONA TODO EL SERVICIO DE GENERACIÓN ELÉCTRICA "TAL CUAL". ENH Power NO HACE NINGUNA REPRESENTACIÓN O GARANTÍA DE NINGÚN TIPO, EXPRESA O IMPLÍCITA, CON RESPECTO AL SERVICIO DE GENERACIÓN ELÉCTRICA PROPORCIONADO. EN TODA LA MEDIDA PERMITIDA POR LAS LEYES APLICABLES, ENH Power RENUNCIA A TODAS LAS GARANTÍAS, EXPRESAS O IMPLÍCITAS, INCLUYENDO, ENTRE OTRAS, LAS GARANTÍAS IMPLÍCITAS DE COMERCIABILIDAD, ADECUACIÓN PARA UN PROPÓSITO EN PARTICULAR, NO VIOLACIÓN DE DERECHOS Y TITULARIDAD CON RESPECTO AL SERVICIO DE GENERACIÓN ELÉCTRICA PROPORCIONADO.

Usted concuerda que ENH Power no será responsable de ningún daño o perjuicio, o reclamaciones bajo el control de la compañía de servicio o de la red de electricidad controlada por Iso-New England, lo cual incluye el mantenimiento de las líneas y sistemas eléctricos, interrupciones de servicio, pérdida o terminación del servicio, deterioro de los servicios eléctricos, lecturas de medidores o lesiones a personas o daños materiales causados por la entrega o suministro de electricidad. ENH Power no será responsable de ninguna falla en iniciar o terminar el servicio de generación eléctrica en la fecha especificada debido a alguna falta o demora en inscribirlo en la compañía de servicio. La responsabilidad de ENH Power se limitará a daños y perjuicios reales directos únicamente, los cuales no excederán el importe de su factura mensual individual más alta durante los 12 meses previos. ENH Power no será responsable en ningún caso de daños punitivos, incidentales, consecuentes, ejemplares, reclamaciones de terceros u otros daños, ya sean basados en un contrato, garantía, acto ilícito, negligencia, responsabilidad objetiva o de otro modo, o de la pérdida de ganancias derivada del incumplimiento o no ejecución del presente Contrato de Suministro. ENH Power hará todo lo que sea comercialmente razonable para suministrar electricidad, pero no garantiza un suministro continuo. El cliente reconoce que ciertas causas y eventos fuera del control de ENH Power (eventos de Fuerza mayor) pueden producir interrupciones del servicio y ENH Power no será responsable de dichas interrupciones. ENH Power no genera, transmite o distribuye electricidad. Por lo tanto, el cliente acepta que ENH Power no será responsable de los daños y perjuicios causados por eventos de electricidad o de Fuerza mayor, incluyendo actos fortuitos, actos de alguna autoridad gubernamental, actos de terroristas o enemigos del estado, accidentes, huelgas o cierres patronales, problemas sindicales, trabajo de mantenimiento requerido, incapacidad para tener acceso al sistema de la compañía de servicio, no ejecución por parte de la compañía de servicio o cualquier otra causa fuera del control de ENH Power.

8. **Cargos, tasas y penalidades.** Se le cobrará por el servicio de generación eléctrica proporcionado a la tarifa contractual. ENH Power no le aplicará ningún otro cargo a menos que usted decida cancelar el presente Contrato de Suministro antes de su fecha de renovación. Usted entiende y acepta que para que ENH Power le ofrezca y cumpla con su obligación de tarifa fija, tiene que comprar energía eléctrica con anticipación al uso en las cantidades necesarias para cubrir el período de vigencia completo del presente Contrato de Suministro. Si usted cancela el presente Contrato de Suministro anticipadamente, deberá pagar un "Cargo de Recuperación de Costos" de \$100,00 y cualquier costo asociado con el costo de vender la parte inutilizada de su electricidad a terceros, además de la pérdida de ingresos estimada que ENH Power pudiese incurrir de dicha venta. Si usted no cumple con su pago u otras obligaciones en virtud del presente Contrato de Suministro, ENH Power tiene el derecho de cancelar el presente Contrato de Suministro dando notificación por escrito con treinta (30) días de anticipación. ENH Power se reserva el derecho de cobrar interés sobre cualquier saldo pendiente moroso más de treinta (30) días a la máxima tasa de interés por incumplimiento permitida por la compañía de servicio. Usted es responsable de liquidar todo saldo por el servicio de generación, pagos atrasados o cargos de interés adeudados a su compañía de servicio de conformidad con el párrafo 3 del presente Contrato.

En el caso que haya un cambio (incluso un cambio en la interpretación) en las leyes, reglamentos, normas, ordenanzas, órdenes, directivas, tarifa establecida, decisión, mandamiento, fallo o decreto de una autoridad

gubernamental (incluyendo New Hampshire PUC o ISO-NE), incluidos, entre otros, cambios en la tarifa de la compañía de servicio y en las normas de ISO-NE, incluso aquellos cambios que afectan las tarifas, costos o cargos impuestos por ISO-NE o New Hampshire PUC, cambios en las normas del mercado, cambios en los perfiles de carga o cambios en las definiciones nodales o zonales, y dicho cambio hace que ENH Power incurra costos y gastos adicionales para suministrarle el servicio de electricidad, usted deberá pagar estos costos y gastos adicionales y se incluirán en su cuenta mensual como un cargo de traspaso. Podemos cobrar hasta \$25 por un cheque devuelto.

9. **Cuentas Estimadas.** Si la Compañía de Servicio no puede leer su medidor eléctrico, estimará su uso y sus cargos se calcularán basado en ello y se ajustarán en una cuenta futura.

ENH Power se reserva el derecho de utilizar servicios de facturación de terceros en el cumplimiento de los términos y condiciones del presente Acuerdo de suministro.

10. **Derecho de Revocar:** USTED TIENE DERECHO A REVOCAR EL PRESENTE CONTRATO PARA EL SUMINISTRO DE ELECTRICIDAD SIN PENALIDAD DENTRO DE LOS CINCO DÍAS HÁBILES DE LA ENTREGA ELECTRÓNICA DE LOS TÉRMINOS DE SERVICIO, O DENTRO DE LOS SEIS DÍAS HÁBILES A PARTIR DE LA FECHA DEL MATASELLOS DE LOS TÉRMINOS DEL SERVICIO PRESTADOS ENTREGADO POR CORREO DE LOS ESTADOS UNIDOS. SI SE SOLICITA EN PERSONA, USTED TIENE DERECHO A REVOCAR EL PRESENTE CONTRATO PARA EL SUMINISTRO DE ELECTRICIDAD DENTRO DE LOS 10 DÍAS HÁBILES DE LA ENTREGA ELECTRÓNICA DE LOS TÉRMINOS DE SERVICIO, O DENTRO DE LOS 11 DÍAS HÁBILES A PARTIR DE LA FECHA DEL MATASELLOS DE LOS TÉRMINOS DEL SERVICIO PRESTADOS ENTREGADO POR CORREO DE LOS ESTADOS UNIDOS. PARA EJERCER SU DERECHO DE REVOCAR EL PRESENTE CONTRATO, DEBE CONTACTARNOS EN UNA DE LAS SIGUIENTES TRES FORMAS.

- a. Por teléfono al: **800-549-6160**,
- b. Enviándonos una notificación de revocación por escrito por correo a:
ENH Power
12140 Wickchester Ln, Ste 100
Houston, TX 77079; o
- c. Por correo electrónico a través de **customerservice@electricitynh.com**.

11. **Preguntas y Quejas.** Si tiene alguna pregunta o queja sobre su suministro de electricidad, puede contactar a ENH Power por teléfono sin cargo llamando al 1-800-549-6160 en el siguiente horario: De lunes a viernes, de 8:00 a.m. a 5:00 p.m. También puede contactarnos en el sitio Web de www.providerpower.com/nh/. Si hay una diferencia de facturación o servicio, las partes acuerdan hacer todo lo posible para resolver la diferencia.

12. **Servicio de Generación Predeterminado.** Todos los clientes minoristas de electricidad en New Hampshire tienen derecho a comprar su suministro de electricidad de un proveedor competitivo o a través del servicio predeterminado. La compañía de servicio proporciona el servicio predeterminado automáticamente a los clientes que no firman un contrato con un proveedor para el suministro de electricidad.

13. **Cambios en los Términos de Servicio.** Si hay algún cambio sustancial en estos Términos de servicio, le notificaremos por escrito a su dirección de correo electrónico registrada al menos cuarenta y cinco (45) días antes de dicho cambio sustancial.

14. **Cesión.** ENH Power puede ceder o transferir el presente Contrato dando notificación por escrito con treinta (30) días de anticipación utilizando su forma preferida de comunicación registrada. En ese momento, usted tiene la

opción de continuar el servicio con el nuevo proveedor competitivo, elegir un proveedor competitivo diferente o regresar al servicio predeterminado sin penalidad. Usted no puede ceder el presente Contrato, ni total ni parcialmente, o alguno de sus derechos u obligaciones aquí indicadas, sin el consentimiento previo por escrito de ENH Power. No hay nada en el presente contrato que cree o se interprete que crea un derecho expreso o implícito de ninguna persona o entidad salvo por ENH Power y el cliente.

15. **Lista de no Llamar.** La Comisión Federal de Comercio mantiene una lista de no llamar a nivel nacional. Usted puede inscribir su número de teléfono particular o de celular en esta lista para impedir las llamadas de telemarketing de empresas con las cuales no tiene una relación comercial establecida. Puede inscribirse en línea en www.donotcall.gov, o por teléfono llamando al 1-888-382-1222. Para teléfonos de texto (TTY), llamar al 1-866-290-4236.
16. **Derechos de Protección de los Consumidores.** Puede contactar a la Comisión de Servicios Públicos de New Hampshire para obtener información sobre los derechos de protección y las responsabilidades de los consumidores llamando a la línea telefónica directa de la División de Asistencia al Consumidor de la Comisión al 1-800-852-3793, de lunes a viernes de 8:00 a.m. a 4:30 p.m., o escribiendo a la Comisión a:

New Hampshire Public Utilities Commission
Consumer Services Division
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

La División de Asistencia al Consumidor procesa las quejas de los clientes, ya sea verbales o por escrito, contra proveedores argumentando que los proveedores no cumplen con las disposiciones de sus normas.

17. **Asistencia para personas de bajos recursos.** Los clientes residenciales de bajos recursos elegibles podrían cumplir con los requisitos para recibir tarifas eléctricas descontadas de su compañía de servicio, o asistencia eléctrica del Estado. Para obtener más información, comuníquese con su compañía de servicio o visite el sitio Web de la Comisión de Servicios Públicos de New Hampshire en <http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm>. También puede llamar al 211 o visitar su sitio Web en 211nh.org para obtener una lista de los servicios disponibles en New Hampshire. ENH Power no puede garantizar una tarifa de electricidad más baja en comparación con las tarifas de servicio especializadas como aquellas para los clientes de bajos recursos elegibles.
18. **Confidencialidad y autorización para divulgar información.** Al celebrar el presente Contrato de Suministro y proporcionar sus números de cuenta y números de autorización de su compañía de servicio, usted autoriza a ENH Power para que obtenga de su compañía de servicio local (Eversource, Unitil, Liberty Utilities, o NH Electric Co-Op) información sobre su cuenta, incluyendo información y antecedentes de pago. Los antecedentes de pago incluyen la inscripción en planes de pago y planes de facturación presupuestaria. ENH Power no liberará la información confidencial del cliente a terceros sin su autorización por escrito. La información confidencial del cliente, incluye, a título de ejemplo, lo siguiente:
- (1) Nombre, dirección, correo electrónico y teléfono del cliente e (2) Información de pago de clientes individuales.
19. **Medición Neta.** Si su cuenta está sujeta a Medición neta, se debe firmar un contrato adicional con

ENH Power para cubrir arreglos específicos de pago por el pago excesivo de energía comprada por encima de los antecedentes de uso de la cuenta en el momento de la inscripción. Además de estos términos, se requerirá un

contrato ACH para el giro automático de estos importes. Este contrato adicional debe ser firmado antes de la inscripción de su cuenta. Si no firma este contrato, su cuenta podría ser regresada inmediatamente al servicio predeterminado. Sírvase llamar a ENH Power al 1800-549-6160 para hacer estos arreglos.

20. **Información Sobre el Uso del Medidor.** ENH Power tiene autoridad de actuar como su agente para obtener Información de medición avanzada (AMI) e información de antecedentes de uso de su cuenta como parte del presente Contrato de Suministro.

21. **ARBITRAJE OBLIGATORIO Y RENUNCIA A DEMANDA COLECTIVA.**

- a. Ámbito de aplicación del Acuerdo de Arbitraje. Cualquier controversia entre las partes relativa a o resultante de su inscripción, compra, estos Términos de Servicio o la relación entre las partes ("Controversia") se resolverá con un árbitro a través de arbitraje obligatorio, mediante el proceso que se explica a continuación. Las partes entienden y aceptan que están renunciando a su derecho a demandar o de dirigirse a los tribunales para hacer valer o defender sus derechos. Sin embargo, cualquiera de las partes podrá interponer una reclamación individual en la corte de reclamos menores acorde con las limitaciones en lo que respecta al monto y a la jurisdicción que se apliquen, mientras se mantenga como una reclamación individual. El término "Controversia" se refiere a cualquier controversia, acción, reclamación u otra controversia entre nosotros, ya sea en contrato, garantía, agravio, estatuto, reglamento, ordenanza o cualquier otra base legal o equitativa.
- b. Resolución informal de controversias. Cualquiera de las partes que asevere que existe una Controversia, intentará primero de buena fe resolverla mediante proporcionar una notificación por escrito según se especifica más abajo a la otra parte en la cual se describe los hechos y circunstancias (incluyendo cualquier documentación pertinente) y darle a la otra parte que recibe la notificación 30 días para responder. Una notificación debe enviarse mediante correo en primera clase o mediante correo certificado (1) a ENH Power a 12140 Wickchester Lane, Suite 100, Houston, TX 77079 o (2) a Usted a la dirección que tenemos en nuestros archivos para usted. Tanto usted como ENH Power aceptan que este procedimiento de resolución de diferencias es una condición precedente que se debe satisfacer antes de iniciar un arbitraje en contra de la otra parte.
- c. Derecho de no Participar en este Acuerdo de Arbitraje. Usted puede excluirse de este Acuerdo de Arbitraje en el plazo de los primeros 30 días después de la primera vez que (a) se inscriba y comience a adquirir servicios de ENH Power; o (b) firme para cualquier otro programa o servicio prestado por ENH Power, lo que suceda primero. Usted también puede optar por no participar de este Acuerdo de Arbitraje dentro de los 30 días de que le notifiquemos en cuanto a un cambio relevante a este Acuerdo de Arbitraje. Usted puede excluirse enviando un correo electrónico en el sitio Web de ENH Power en enhpower.com o una carta a 12140 Wickchester Ln, Ste 100, Houston, TX 77079. Debe incluir su nombre en letras de imprenta, su dirección de correo y las palabras "Reject Arbitration" (Rechazo el arbitraje).
- d. Cómo funciona el arbitraje. Cualquiera de las partes puede iniciar el arbitraje, que será realizado por la Asociación Americana de Arbitraje ("AAA"), bajo las reglas comerciales o del consumidor de la de AAA, según sea el caso, vigentes en el momento que se presente la reclamación ("Reglas de la AAA"). Para obtener información sobre cómo presentar una reclamación, copias de las normas y formularios de la AAA, visite www.adr.org, o llame al 1-800-778-7879. El arbitraje se llevará a cabo en el país de su residencia, según lo determinado por su dirección de correo postal en nuestros archivos. Nos comprometemos a pagar o reembolsarle cualquier costo asociado con cualquier arbitraje entre las partes, incluyendo los costos judiciales y honorarios del árbitro y acordamos renunciar a cualquier derecho de recuperar un laudo por honorarios de abogados y costos contra usted. La decisión del árbitro será final, vinculante e inapelable. La sentencia sobre el laudo arbitral podrá homologarse y hacerse cumplir en cualquier tribunal que tenga jurisdicción.

- e. Renuncia al derecho de interponer demanda colectiva y reclamaciones de representantes. Todas las controversias, si resuelven de manera informal, en el tribunal de reclamos menores, o mediante arbitraje, se presentarán de forma individual. Las controversias se deben presentar a título personal de las partes, y no como demandante o demandante colectivo en cualquier supuesta acción judicial, procedimiento colectivo, representativo, de múltiples demandantes o procedimiento similar ("Demanda colectiva"). Las partes renuncian expresamente a cualquier capacidad de mantener cualquier Demanda colectiva en cualquier foro, y el árbitro no tendrá autoridad para combinar o agregar reclamaciones similares o llevar a cabo alguna Demanda colectiva, ni otorgar un laudo arbitral a cualquier entidad o persona que no forme parte del arbitraje. Cualquier reclamación que establezca que esta renuncia a Demanda colectiva es total o parcialmente inaplicable, inadmisibles, nula o anulable solo puede ser determinada por un tribunal de jurisdicción competente y no por un árbitro. **LAS PARTES ENTIENDEN QUE HUBIERAN TENIDO DERECHO A LITIGAR EN UN TRIBUNAL, A QUE UN JUEZ O JURADO DECIDA SU CASO Y A FORMAR PARTE DE UNA DEMANDA COLECTIVA O REPRESENTATIVA; SIN EMBARGO, ENTIENDEN Y OPTAN PORQUE SUS DEMANDAS SE DECIDAN EN FORMA INDIVIDUAL, A TRAVÉS DEL ARBITRAJE.**
- f. Ley aplicable. Este Acuerdo de Arbitraje se registrará por la Ley Federal de Arbitraje y la interpretación de la ley federal. En la medida en la que la ley estatal se aplica a cualquier aspecto de esta disposición o del Reclamo, se aplicará la ley aplicable en su residencia, según lo determinado por su dirección de correo postal en nuestros archivos. Ninguna de las partes demandará a la otra parte de una manera que no sea la establecida en el presente documento o para la aplicación de esta cláusula o de fallo del árbitro; cualquier demanda solo se puede interponer en el Tribunal federal que incluya el condado donde se llevó a cabo el arbitraje, o si alguno de dichos tribunales carece de jurisdicción, en cualquier tribunal estatal que posea jurisdicción. El árbitro, y no un tribunal federal, estatal o local, tendrá autoridad exclusiva para resolver cualquier diferencia relativa a la interpretación, aplicación, abuso del derecho, arbitraje, exigibilidad o formación del presente Acuerdo de Arbitraje, incluida cualquier reclamación que establezca que la totalidad o una parte del Acuerdo de Arbitraje es nula o anulable. Sin embargo, la frase anterior no se aplica a la cláusula que aparece más arriba titulada "Renuncia a demandas colectivas y a reclamos de representante".
22. **Insolvencia:** Usted reconoce y concuerda que el presente Contrato y las transacciones en virtud del mismo constituyen un "contrato a término" según la definición del Código de Bancarrota de los Estados Unidos. En toda la medida que sea posible, usted acepta renunciar a las disposiciones de la Sección 366 del Código de Bancarrota de los Estados Unidos y confirma que para los propósitos de esta aplicación de principios de los "contratos a término", las disposiciones de la Sección 366 no son aplicables a usted o al presente Contrato.

Mezcla de suministro de electricidad ecológica. Si usted decidió participar en el Programa "Pure Green" de ENH Power, con sujeción a las disposiciones del presente Contrato de Suministro, ENH Power comprará energía renovable para satisfacer todas sus necesidades de energía. Además, ENH Power comprará los Créditos de Energía Renovable (REC) requeridos para garantizar que el 100% de la electricidad comprada en su nombre se genere de fuentes de electricidad renovable.

Mezcla de suministro de electricidad sin hulla. Si usted decidió participar en el Programa "Coal-Free" de ENH Power, con sujeción a las disposiciones del presente Contrato de Suministro, ENH Power comprará energía para satisfacer todos sus requisitos de servicio de generación de plantas de generación eléctrica que no usan hulla como fuente de combustible.