



August 17th, 2021

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

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Re: SmartEnergy application to renew Competitive Electric Power Supplier license [DM 16-839]

Ms. Howland,

Please find attached application for SmartEnergy's Competitive Electric Power Supplier renewal license 2021. [CEPS].

Please let me know if you need additional information.

Regards,

A handwritten signature in black ink, appearing to read "Jackie Kern". The signature is fluid and cursive.

Jackie Kern  
CMO

## Competitive Electric Power Supplier Application / Renewal Form

### PART Puc 2006 FORMS Puc 2006.01 Form for Initial and Renewal Registration of Competitive Electric Power Supplier

#### Puc 2006.01(a)

- Legal Name: SmartEnergy Holdings, LLC
- Trade Name (d/b/a): N/A  
(if applicable)

#### Puc 2006.01(b)

- Business Mailing Address: 400 Madison Avenue, 9th Floor, New York, NY, 10017
- Telephone Number: 212-779-7000
- E-mail Address: [regulatory@smartenergy.com](mailto:regulatory@smartenergy.com)
- Website Address: [www.SmartEnergy.com](http://www.SmartEnergy.com)

#### Puc 2006.01(c)

- Provide the state or jurisdiction of organization if anything other than an individual:  
108 West 13<sup>th</sup> St  
Wilmington, Delaware  
19801

#### Puc 2006.01(d)

- Provide the name(s), titles(s), business address(es), telephone number(s), and e-mail address of the applicant's principal(s) if it is anything other than an individual.

Daniel Kern  
CEO  
400 Madison Avenue, NY, New York, 10017  
212-779-7000  
[Dan.Kern@smartenergy.com](mailto:Dan.Kern@smartenergy.com)

Lloyd Spencer  
COO  
400 Madison Avenue, NY, New York, 10017  
212-779-7000  
[Lloyd.spencer@smartenergy.com](mailto:Lloyd.spencer@smartenergy.com)

Jackie Kern  
CMO  
400 Madison Avenue, NY, New York, 10017  
212-779-7000  
[Jackie.kern@smartenergy.com](mailto:Jackie.kern@smartenergy.com)

**Puc 2006.01(e)**

- Provide the following information regarding any affiliates and subsidiaries of the applicant that are conducting business in New Hampshire.
- 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

**Puc 2006.01(f)**

- Customer Service Department Contact:  
Merelin Acosta  
Customer Service Manager  
400 Madison Avenue, NY, New York, 10017  
800-443-4000  
[Customare.Care@smartenergy.com](mailto:Customare.Care@smartenergy.com)

**Puc 2006.01(g)(1)**

- Customer Complaints Contact:  
Lidia Chávez  
Director of Regulatory Compliance  
400 Madison Avenue, NY, New York, 10017  
212-779-7000  
[Regulatory@smartenergy.com](mailto:Regulatory@smartenergy.com)

**Puc 2006.01(g)(2)**

- Regulatory Compliance Matters Contact:  
Lidia Chávez  
Director of Regulatory Compliance  
400 Madison Avenue, NY, New York, 10017  
212-779-7000  
[Regulatory@smartenergy.com](mailto:Regulatory@smartenergy.com)

**Puc 2006.01(g)(3)**

- Commission Assessment Payments Contact:  
Sandy Tseng  
Assistant Controller  
400 Madison Avenue, NY, New York, 10017  
212-779-7000  
[Accounts.Payable@smartenergy.com](mailto:Accounts.Payable@smartenergy.com)

**Puc 2006.01(h)**

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
- (2) a copy of a certificate from the N.H. Secretary of State's office that the applicant is authorized to do business in New Hampshire.

See Exhibit Puc 2006.01(h)

**Puc 2006.01(i)**

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 either 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.

See Exhibit Puc 2006.01(i)

**Puc 2006.01(j)**

Provide evidence of the applicant's ISO New England market participant membership.  
Please see Exhibit Puc 2006.01(j)

**Puc 2006.01(k)**

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

**Puc 2006.01(l)**

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.

-Public Service Co. of New Hampshire.  
R, R-OTOD, EAP, LCS, LG, G-OTOD, VIP, B, EOL, SKI, OL, GV  
-Unitil Energy Services  
RD-1, RD-2, GD-1, GD-2, GD-3, OL

**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.  
SmartEnergy intends to serve residential, small commercial and large commercial customers in the state of New Hampshire.

**Puc 2006.01(n)**

List the states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.

DE, DC, IL, MA, ME, MD, NJ, NY, OH, PA, RI, TX.

**Puc 2006.01(o)**

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 the sale of electricity.

See attachment 2006.01(o)

**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?

SmartEnergy, its managers and members have never been convicted of any felonies.

**Puc 2006.01 (p)(2)**

Has applicant or any of its principals, within the 10 years immediately prior to registration, 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?

SmartEnergy has not had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation, within the 10 years immediately prior to registration.

**Puc 2006.01 (p)(3)**

Has applicant or any of its principals, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?

Yes.

**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?

Yes.

**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?

SmartEnergy, its managers and members has no current denial of authorization to provide competitive electricity supply service or electric aggregation service in any other state or jurisdiction, but see attached PUC 2006.01(q) (describing MD PSC moratorium on sales to new customers that the PSC has ordered stayed pending appeal).

**Puc 2006.01 (q)**

If an affirmative answer is given to any item in above, then provide a detailed an explanation of the occurrence and the related circumstances.

Please see Exhibit Puc 2006.01(q)

**Puc 2006.01 (s)**

Does the applicant intend to telemarket?

Yes, SmartEnergy intends to continue telemarketing.

**Puc 2006.01 (r)(1)**

Will the applicant maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing?

**Puc 2006.01 (r)(2)**

Will the applicant obtain monthly updated do-not-call lists from the National Do Not Call Registry

**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 customers who are listed on the National Do Not Call Registry

SmartEnergy will maintain a list of consumers who request being placed on the applicant's do not call list for the purposes of telemarketing; Will obtain monthly updated do not call lists from the National Do Not Call Registry; and will not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do not call list or customers who are listed on the National Do Not Call Registry.

**Puc 2006.01 (u)**

Does the applicant intend to enroll residential customers through in-person solicitation at the customer's residence?

No.

**Puc 2006.01 (v)**

Does the applicant intend to serve residential and small commercial customers?

Yes.

**Puc 2006.01 (w)**

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

See Exhibit 2006.01 (w)



Exhibit Puc 2006.01(h)



## Business Information

### Business Details

Business Name: SMARTENERGY HOLDINGS, LLC	Business ID: 737130
Business Type: Foreign Limited Liability Company	Business Status: Good Standing
Business Creation Date: 01/13/2016	Name in State of Formation: SMARTENERGY HOLDINGS, LLC
Date of Formation in Jurisdiction: 01/13/2016	
Principal Office Address: 400 Madison Avenue , 9A, 4th Floor, New York, NY, 10017, USA	Mailing Address: 400 Madison Avenue , 9A, 4th Floor, New York, NY, 10017, USA
Citizenship / State of Formation: Foreign/Delaware	
	Last Annual Report Year: 2021
	Next Report Year: 2022
Duration: Perpetual	
Business Email: christina.medina@smartenergy.com	Phone #: 212-779-7000
Notification Email: NONE	Fiscal Year End Date: NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Alternative retail electricity supplier.	

Page 1 of 1, records 1 to 1 of 1

### Principals Information

Name/Title	Business Address
Daniel Kern / Manager	575 Lexington Avenue, 4th Floor, New York, NY, 10022, USA

Page 1 of 1, records 1 to 1 of 1

### Registered Agent Information

Name: Business Filings Incorporated

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

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





Exhibit Puc 2006.01(i)



# State of New Hampshire

## Department of State



Accepted Date: **1/14/2016**

Business Name: **SMARTENERGY HOLDINGS, LLC**

Principal Office Address: **575 Lexington Avenue 4th Floor, Concord, NY, 03301, USA**

RE: Acceptance of Business Formation

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

Business ID: **737130**

Tracking#: **3216199**

Effective Date: **01/13/2016**

Payment Transaction #: **48468**

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

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

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

Thank you.  
New Hampshire Department of State  
Corporation Division



State of New Hampshire  
Department of State

Filed  
Date Filed: 01/13/2016  
Effective Date: 01/13/2016  
Business ID: 737130  
William M. Gardner  
Secretary of State

Form FLLC-1  
RSA 304-C:175

APPLICATION FOR REGISTRATION AS A  
FOREIGN LIMITED LIABILITY COMPANY

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

FIRST: The name of the limited liability company is

SMARTENERGY HOLDINGS, LLC

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

SMARTENERGY HOLDINGS, LLC

THIRD: It is formed under the laws of Delaware

FOURTH: The date of its formation is 01/05/2012

DURATION: The period of duration is Perpetual

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

NAICS CODE	NAICS SUBCODE
<u>OTHER / Alternative retail electricity supplier.</u>	

SIXTH: The name of its registered agent IN NEW HAMPSHIRE is Business Filings Incorporated

and the physical address, of its initial registered office IN NEW HAMPSHIRE is

9 Capitol Street, Concord, NH, 03301, USA

SEVENTH: The sale or offer for sale of membership interests of the limited liability company will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B)

PRINCIPAL OFFICE ADDRESS:

PRINCIPAL OFFICE BUSINESS ADDRESS	PRINCIPAL OFFICE MAILING ADDRESS
<u>575 Lexington Avenue 4th Floor, Concord, NY, 03301, USA</u>	<u>575 Lexington Avenue 4th Floor, Concord, NY, 03301, USA</u>

Mailing Address - Corporation Division, NH Department of State, 107 North Main Street, Room 204, Concord, NH 03301-4989

Physical Location - State House Annex, 3rd Floor, Room 317, 25 Capital Street, Concord, NH

Phone: (603)271-3246 | Fax: (603)271-3247 | Email: [corporations@sos.nh.gov](mailto:corporations@sos.nh.gov) | Website: [sos.nh.gov](http://sos.nh.gov)

APPLICATION FOR REGISTRATION AS A  
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1  
(Cont.)

SMARTENERGY HOLDINGS, LLC

**CERTIFY:**

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

**EFFECTIVE DATE:**

This statement shall be effective from: 01/13/2016

\*Signature: Daniel Kern

Title: Manager

Date signed: 01/14/2016

Complete address of person signing: 575 Lexington Avenue, New York, NY, 10022, USA

Notice: The membership interests of the limited liability company: 1) have been registered or when offered will be registered under RSA 421-B; 2) are exempted or when offered will be exempted under RSA 421-B; 3) are or will be offered in a transaction exempted from registration under RSA 421-B; 4) are not securities under RSA 421-B; OR 5) are federal covered securities under RSA 421-B. The statement above shall not by itself constitute a registration or a notice of exemption from registration of securities within the meaning of sections 448 and 461(i)(3) of the United States Internal revenue Code and the regulation promulgated thereunder.

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

**Mailing Address** - Corporation Division, NH Department of State, 107 North Main Street, Room 204, Concord, NH 03301-4989

**Physical Location** - State House Annex, 3rd Floor, Room 317, 25 Capitol Street, Concord, NH

**Phone:** (603)271-3246 | **Fax:** (603)271-3247 | **Email:** corporate@sos.nh.gov | **Website:** sos.nh.gov



Exhibit Puc 2006.01(k)

04/18/16

Smart Energy Holdings, LLC  
575 Lexington Ave.  
4<sup>th</sup> Floor  
New York, NY 10022

Dear Lloyd,

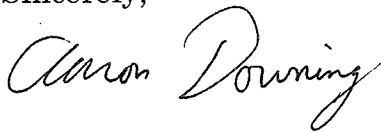
Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our Public Service Company of New Hampshire (d/b/a Eversource Energy) customers.

Eversource and Smart Energy Holdings, LLC have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

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

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

Sincerely,



Aaron Downing  
Eversource Supplier Services

**Public Service Company of New Hampshire  
(d/b/a) Eversource Energy**

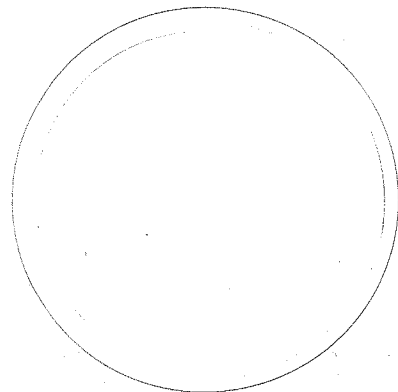
**Certificate of Completion**

*is hereby granted to:*

**Smart Energy Holdings, LLC**

*to certify that they have completed to satisfaction*

**NH EDI Connectivity and Certification Testing**



*Granted: 04/18/16*

*Aaron Downing*

*Aaron Downing  
Eversource Supplier Services*



575 Lexington Avenue New York, NY 10022  
tel 212 779 7000 fax 212 779 3061

June 22, 2017

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

Re: SmartEnergy new service territory [docket DM 16-839]

Ms. Howland,

Recently SmartEnergy completed EDI testing with Unitil (NH). We hereby request approval to serve in this new territory.

Attached is evidence of our completed EDI testing and connectivity with Unitil.

Please let me know if you need anything else.

Regards,

A handwritten signature in black ink, appearing to read "Dan Kern".

Dan Kern  
CEO





**Electronic Data Interchange (EDI) Certification**

***Unitil Energy Systems (UES)***

Issued to: SmartEnergy Holdings, LLC  
Represented by: Carlos Espinosa

Issued by: Unitil Energy Systems  
Represented by: Jeff Pentz, Energy Analyst

Date: 6/13/2017


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This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and SmartEnergy Holdings, LLC. As of May 30th, 2017, Unitil Energy Systems does hereby declare SmartEnergy Holdings, 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

SmartEnergy Holdings, LLC has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. SmartEnergy Holdings, 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.

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\_\_\_\_\_  
Signature  
6/13/2017  
\_\_\_\_\_  
Date

Jeff Pentz  
Energy Analyst  
Unitil Service Corp.  
6 Liberty Lane West  
Hampton, NH 03842-1720  
EL\_SupplierServices@unitil.com



Exhibit 2006.01(o)

Complaint Type	DC	DE	IL	MA	MD	ME	NH	NJ	OH	PA	RI	TX
Cancelation	4	1	10	2	2	6	0	2	14	3	0	0
Do not Contact	0	0	6	2	2	2	2	2	27	3	0	0
Enrollment Dispute	3	2	22	8	8	7	4	12	77	54	9	1
Price	3	1	6	2	2	2	0	10	20	11	3	0
Rebate	0	0	3	2	1	1	0	4	13	7	1	0
Other	2	0	4	1	1	1	1	4	5	7	0	0



Exhibit Puc 2006.01(q)

If an affirmative answer is given to any item in above, then provide a detailed an explanation of the occurrence and the related circumstances.

## ILLINOIS

- Case Title: In the Matter of the Investigation by the Attorney General of SmartEnergy Holdings, LLC
- Case Number: No Case Number
- Agency Involved: Attorney General
- Status: Resolved July 2019
- Summary: The AG initiated an investigation to determine whether there had been any violation of Illinois law. Although SE disputed many of the allegations made in the case, SE elected to resolve the matter by entering into an Agreement for Voluntary Compliance on terms acceptable to SE and the AG.
- Conclusion: SE issued \$200,000 in refunds to customers. AG's corrective action proposals were implemented by SE.

## OHIO

- Case Title: In the Matter of SmartEnergy Holdings LLC
- Case Number: 19-1590-EL-UNC
- Agency Involved: PUCO
- Status: Resolved November 2019
- Summary: SE responded to a Notice of Probable Non-Compliance in connection with a sweepstakes offer made to OH consumers. Although SE disputed many of the allegations made in the case, SE elected to resolve the matter by entering into a Joint Stipulation on terms acceptable to SE and the PUC.
- Conclusion: Staff's corrective action proposals were implemented by SE. SE paid a \$19,000 forfeiture.

## MARYLAND

- Case Title: In The Matter of the Complaint of the Staff of the Public Service Commission Against SmartEnergy Holdings D/B/A Smartenergy
- Case Number: 9613
- Agency Involved: MD PSC
- Status: Stayed and on Appeal
- Summary: In 2019, the MD PSC Staff and the MD Office of People’s Counsel filed complaints against SE for alleged violations of certain regulatory requirements and consumer protections applicable to energy suppliers operating in Maryland. SE answered each of the complaints and disputed many of the allegations. After testimony from the parties, a hearing, and various motions, the Public Utility Law Judge issued a Proposed Order on December 16, 2020. Among other things, the PULJ found that:
  - For telephonic enrollments, SE did not have an independent third party verify the contract and utilized written script that had the capacity, tendency, or effect of deceiving or misleading consumers.
  - SE did not disclose all material contract terms and conditions to customers.
  - SE failed to monitor adequately its sales agents.

The PULJ’s Proposed Order includes, among other things, a moratorium on SE’s marketing efforts in Maryland, customer notifications and an opt-in process for retaining customers, customer refunds based on re-ratings, and a civil monetary penalty to be determined at a later date. On December 22, 2020, the Maryland Commission issued an Order imposing a moratorium on SE adding or soliciting new customers in Maryland. The Commission also directed further proceedings and briefing regarding the PULJ’s findings and recommendations in the Proposed Order.

Following further briefing regarding the PULJ’s findings, the Commission issued Order No. 89795 on March 31, 2021, directing SE to: (1) continue the moratorium on soliciting or enrolling new customers; (2) return Maryland customers solicited via telephone to utility service; (3) re-rate and refund customers solicited via telephone; and (4) send a notice to customers explaining the Commission’s findings and directives. On April 8, 2021, SE filed a motion for stay pending appeal of Order No. 89795, which the Commission granted on April 9, 2021. While SE is disappointed in Order No. 89795, disputes many of its findings, and will continue to address these issues on appeal, it is continuing its efforts to ensure that its operations in Maryland fully comply with all regulatory requirements and Commission directives.



Exhibit 2006.01 (w)

## SMARTENERGY NEW HAMPSHIRE DISCLOSURE SUMMARY

<b>Product Name</b>	Month-to-month variable
<b>Length of the Agreement</b>	Month-to-month
<b>Variable Price Components</b>	<p>You will pay a rate of \$[Rate] cents per kWh for the first month of your plan. After that, you will be charged a variable rate. Variable rates will be established monthly, may be higher or lower each month, will be set in <b>SmartEnergy</b>'s sole discretion, and are not based on a market or index price. <b>SmartEnergy</b> typically considers some or all of the following factors when setting its variable rates: publicly available competitor pricing; strategic business objectives; customer retention or attrition; market volatility or uncertainty; anticipated customer usage; the cost of procuring power including wholesale prices, any ancillary service costs, capacity auctions, utility fees, and transmission and distribution losses; weather, supply congestion and infrastructure issues; legal or regulatory issues; and profit margin. This list of factors is not exhaustive, and no single factor will determine the rate. Some factors may be estimated or projected, and the factors <b>SmartEnergy</b> considers may be weighed differently each month. <b>SmartEnergy</b> may spread sudden cost increases over multiple billing cycles so that its customers do not bear the burden of such increases in a single month. In addition, <b>SmartEnergy</b> seeks to acquire the majority of its anticipated electricity supply in advance rather than from the spot market. For all of these reasons, the variable rate may not correlate with changes in wholesale market prices, with the <b>Electric Distribution Company's</b> (EDC's) rate or with other suppliers' rates. The variable rate assigned to any particular individual account may vary from the rate assigned to any other particular individual account, even though such accounts may be in the same utility rate class. EXCEPT FOR ANY PROJECTED INCREASES OF 25% OR MORE, YOU WILL NOT RECEIVE A NOTICE OF THE UPCOMING VARIABLE RATE; UNLESS YOU CONTACT SMARTENERGY YOU WILL NOT KNOW THE RATE UNTIL THE TIME OF BILLING. To access current, available future and highest lowest historical rates over the preceding 12 months, contact one of our customer care representatives at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. or visit our website <a href="http://www.smartenergy.com">www.smartenergy.com</a>. It may take one or more billing cycles for a rate variation to become effective. THERE IS NO LIMIT ON HOW MUCH THE RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT. THE RATE CAN CHANGE EACH BILLING PERIOD.</p>
<b>Charges</b>	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.
<b>Environmental Characteristics</b>	Yes, 100% renewable.
<b>Early Termination Fee</b>	None
<b>Late Payment Fee</b>	None
<b>Renewal Terms</b>	Unless you select another <b>SmartEnergy</b> product, terminate or transfer service, your electricity supply with <b>SmartEnergy</b> will continue as described herein.





## SmartEnergy – New Hampshire Terms of Service for Residential and Small Commercial Customers

1. **Agreement to Purchase Electricity.** SmartEnergy Holdings, LLC (“SmartEnergy”), [www.smartenergy.com](http://www.smartenergy.com), is a **Competitive Electric Power Supplier (CEPS)**, registered with the **New Hampshire Public Utilities Commission (“Commission”)** to offer and supply electric generation services to residential and small commercial customers in the State of New Hampshire. **SmartEnergy’s electric service Commission registration number is DM 16-839.** Our business address is 400 Madison Avenue, Suite 9A, New York, NY 10017 and our mailing address is 7450 Tilghman Street, Suite 100, Allentown, PA 18106-9030. Subject to acceptance by **SmartEnergy** and your **Electric Distribution Company (“EDC”)**, you agree to purchase, and **SmartEnergy** agrees to supply, all of your electricity, as delivered to you by your **EDC** under the terms and conditions set forth in this document (the “Terms of Service”). **SmartEnergy** will be supplying the generation portion of your electricity, and your **EDC** will continue to provide the distribution services. As used herein, the words “we”, “us” and “our” refer to **SmartEnergy**, and the words “you” and “your” refer to the Customer.

2. **Agreement and Term.** The Terms of Service, Enrollment Form, Internet Enrollment Form, Telephone Verification Recording, Disclosure Summary and Welcome Letter shall be referred to collectively as the “Agreement”. Please retain this document for your records. The Disclosure Summary specifies the product type (fixed rate or variable rate) and the term that applies to your Agreement with **SmartEnergy**. Only applicable sections that describe your specific product type will apply to your Agreement.

The term of your Agreement begins with the next available meter reading after processing of your enrollment by your **EDC** and **SmartEnergy**.

a. If you enrolled in a fixed-rate plan, at the expiration of the fixed price period, your Agreement will automatically continue on a month-to-month basis on

the same terms except that the price each month will be **SmartEnergy’s** then-current variable rate, unless earlier terminated by you or **SmartEnergy** in accordance with the terms of this Agreement. **SmartEnergy** will provide you with a renewal notification at least 45 days and no more than 60 days prior to the expiration of the fixed price period (“Renewal Notice”). In the Renewal Notice, **SmartEnergy** will provide information regarding your options to renew or continue on another **SmartEnergy** product. Unless you select another **SmartEnergy** product, terminate or transfer service within ten (10) days of such notice, your electricity supply with **SmartEnergy** will continue either under the rates described in the Renewal Notice or under a variable-rate plan, as determined by **SmartEnergy**.

b. If you enrolled in a variable-rate plan, your Agreement will continue on a month-to-month basis, unless terminated by you or **SmartEnergy** in accordance with the terms of this Agreement.

3. **Right to Cancel.** You may cancel this Agreement without penalty by contacting **SmartEnergy**:

a. Within five (5) business days from the date you electronically receive these Terms of Service;

b. Within six (6) business days from the postmarked date of these Terms of Service being mailed to you by first class mail;

c. Within ten (10) business days from the date you electronically receive these Terms of Service, if you were enrolled through an in-person solicitation at your residence; or

d. Within eleven (11) business days from the postmarked date of these Terms of Service being mailed to you by first class mail, if you were enrolled through an in-person solicitation at your residence.

e. To cancel, you may contact **SmartEnergy** by writing to **SmartEnergy Holdings, LLC**, 7450 Tilghman Street, Suite 100, Allentown, PA 18106-9030, or by telephone at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by email to [customer.care@smartenergy.com](mailto:customer.care@smartenergy.com). An Agreement for electric generation services shall not be legally binding

until the rescission period has expired, and you have not, directly or indirectly, rescinded your selection of **SmartEnergy**. **SmartEnergy** will not submit your enrollment request to the **EDC** until this rescission period has elapsed.

4. **Relocation**. You are required to provide notice to **SmartEnergy** if you relocate. If you relocate, a final reading will be made at your old address, and your account with both the **EDC** and **SmartEnergy** will be terminated. You will be obligated to pay for the electricity supply service provided through the date the termination due to relocation becomes effective, including without limitation, any applicable **EDC** fees or charges. If you relocate within your **EDC's** service territory, you may be able to enter into a new electricity supply agreement with **SmartEnergy**.

5. **Disconnection of Service**. Failure to make full payment of **EDC** charges may result in you being disconnected in accordance with your **EDC's** tariff. Only your **EDC** has the ability to disconnect your service.

6. **Pricing**. You have enrolled either in a fixed-rate or a variable rate as set forth at the time of enrollment and confirmed in the Welcome Letter or the Disclosure Summary. Fixed rates and variable rates will be determined as follows:

a. **Fixed Rate**. If you enrolled in a fixed-rate plan, the fixed rate per kilowatt-hour ("kWh") will be as indicated in the Welcome Letter or the Disclosure Summary. The fixed rate will be multiplied by the amount of electricity you use in the billing cycle to determine the generation portion of your bill, plus any applicable fees, charges or taxes.

b. **Variable Rate**. If you enrolled in a variable rate plan, the variable rate per kWh for the first month will be as indicated in the Welcome Letter or the Disclosure Summary. Thereafter, or if your Agreement converts to a variable-rate plan, the rate for electricity will be a variable rate that may be higher or lower each month and will be set in **SmartEnergy's** sole discretion. **SmartEnergy** typically considers some or all of the following factors when setting its variable rates:

- market volatility or uncertainty;
- anticipated customer usage;
- the cost of procuring power including wholesale prices, any ancillary service costs, capacity auctions, utility fees, and transmission and distribution losses;
- weather, supply congestion and infrastructure issues;
- legal or regulatory issues; and
- profit margin.

This list of factors is not exhaustive, and no single factor will determine the rate. Some factors may be estimated or projected, and the factors **SmartEnergy** considers may be weighed differently each month. **SmartEnergy** may spread sudden cost increases over multiple billing cycles so that its customers do not bear the burden of such increases in a single month. In addition, **SmartEnergy** seeks to acquire the majority of its anticipated electricity supply in advance rather than from the spot market. For all of these reasons, the variable rate may not correlate with changes in wholesale market prices, with the **EDC's** rate or with other suppliers' rates. The variable rate assigned to any particular individual account may vary from the rate assigned to any other particular individual account, even though such accounts may be in the same utility rate class. EXCEPT FOR ANY PROJECTED INCREASES OF 25% OR MORE, YOU WILL NOT RECEIVE A NOTICE OF THE UPCOMING VARIABLE RATE; UNLESS YOU CONTACT SMARTENERGY YOU WILL NOT KNOW THE RATE UNTIL THE TIME OF BILLING. To access current, available future and highest lowest historical rates over the preceding 12 months, contact one of our customer care representatives at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. or visit our website [www.smartenergy.com](http://www.smartenergy.com). It may take one or more billing cycles for a rate variation to become effective. THERE IS NO LIMIT ON HOW MUCH THE RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT. THE RATE CAN CHANGE EACH BILLING PERIOD. **However, depending on the product and plan that you select, the variable rate applicable to your Agreement may have limits on price variability (monthly increases, lifetime cap, etc.) which if applicable will be indicated in the Disclosure Summary and Welcome Letter.**

- publicly available competitor pricing;
- strategic business objectives;
- customer retention or attrition;

c. Depending on the product and plan that you select, you may be billed a monthly customer charge, which if applicable, will be indicated in the Welcome Letter or the Disclosure Summary.

d. For both fixed-rate and variable-rate plans, **SmartEnergy's** price does not include, and you will be billed by the **EDC** 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.

e. **SmartEnergy's** prices may be higher or lower than your **EDC's** rate in any given month.

f. If you accepted an offer from **SmartEnergy** that included an incentive to enroll, such as a month of free electricity or cash back, your incentive will be described in the Disclosure Summary or Welcome Letter (or both). You must complete the instructions and comply with the terms and conditions on the form included with your Welcome Letter to receive the incentive. You must have an active account with **SmartEnergy** when we process the form in order to be eligible. If you have questions regarding the incentive, you may call **SmartEnergy** at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T.

g. Historical pricing is not indicative of present or future pricing.

7. **Billing.** You will receive one bill from your **EDC** monthly, in which your **SmartEnergy** supply charges will be listed separately from your **EDC's** delivery charges. Your **EDC** may or may not charge a fee for switching service to **SmartEnergy**. **SmartEnergy** may offer budget billing for the generation portion of the bill if permitted by your **EDC**. **SmartEnergy** does not require a deposit for its service. If at any time during the term of this Agreement your **EDC** does not provide consolidated billing for your account, you will be billed by **SmartEnergy** for any charges owed to **SmartEnergy**. In that case, you will be billed separately by your **EDC** for any taxes, distribution charges or other utility fees and charges. **SmartEnergy** will pass through to you all charges related to the collection of past due charges, including but not limited to, collection agency fees, legal and court fees and account termination fees.

8. **Payment.** Your payment is due by the date specified in your **EDC** bill, and late payments will be subject to interest at 1.5% per month or the highest amount allowable under applicable law, whichever is lower. The **EDC** will set your payment due date and the payment address.

9. **Credit Requirements.** **SmartEnergy** reserves the right to conduct a credit review prior to providing you with electricity supply service, and reserves the right to refuse you electricity supply service if you do not meet **SmartEnergy's** credit standards. You agree to provide **SmartEnergy** with any information reasonably requested in order to complete the credit review. If, prior to commencing electricity supply service or at any time during the term of this Agreement, **SmartEnergy** has good faith concerns about your creditworthiness, **SmartEnergy** may conduct a credit review.

10. **Information Release Authorization.** By accepting these Terms of Service, you affirmatively consent to the **EDC** sharing billing and payment information with **SmartEnergy**, including your participation in budget billing or extended payment arrangements. You authorize **SmartEnergy** to obtain and review information regarding your credit history from credit reporting agencies and other information from your **EDC**, including but not limited to the following: account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, public assistance status, meter readings, characteristics of electricity service and, when charges under this Agreement are included on your **EDC** bill, billing and payment information. This information may be used by **SmartEnergy** to determine whether it will commence and/or continue to provide electricity to you. Such information may be disclosed to a third-party if (a) required by law; (b) such disclosure is to a third party service provider under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to us; (c) in connection with your electric generation service; and (d) to our affiliates and subcontractors for marketing purposes. Your acceptance of this Agreement is an authorization for the release of this information to **SmartEnergy**. This authorization will remain in effect during the term of this Agreement. You may rescind this authorization at any time by providing Notice thereof to **SmartEnergy** or

calling 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. **SmartEnergy** reserves the right to cancel this Agreement on thirty (30) calendar days' Notice in the event you rescind such authorization. **SmartEnergy** considers all such customer information to be confidential and shall not release confidential customer information, except as otherwise permitted under Puc 2004.19, without written authorization from the customer.

11. **Early Termination.** You have the right to terminate this Agreement and change electric suppliers at any time with no advance notice, for any reason, without fees or penalties. You may terminate this Agreement by notifying **SmartEnergy** of termination, contracting with another Competitive Electric Power Supplier for electricity supply, contracting with an aggregator granted agency authority, or contacting the **EDC** to select utility default service. To cancel, you may contact **SmartEnergy** by mail, telephone, or electronically at the contact information provided above. If you cancel this Agreement, you agree to pay for the electricity supplied by **SmartEnergy** through the date that another company begins to supply electricity to you. You are responsible for all charges incurred through the date that makes your cancellation effective and for any fees incurred by **SmartEnergy** in collecting any unpaid amounts due. If you switch back to your **EDC** you may or may not be served under the same rates, terms, and conditions that apply to other customers served by your **EDC**.

12. **Events of Default.** An Event of Default shall mean: (i) failure to make any payment required under this Agreement when due; (ii) the failure to take electric supply when delivered under the terms of this Agreement; (iii) significant downgrading of your credit rating since the effective date of this Agreement, as determined by **SmartEnergy** in its sole discretion; (iv) if you file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such petition filed against you and such petition is not withdrawn or dismissed for twenty (20) days after such filing; or (v) you are unable to pay your debts as they are due and such inability is not cured within ten (10) days after **SmartEnergy** provides you with written Notice.

a. Remedy for Event of Default. **SmartEnergy** has the right to terminate this Agreement according to Section 13 below if an Event of Default by you occurs.

b. Collection of Past Due Charges. **SmartEnergy** will pass through to you all charges related to the collection of past due charges, including but not limited to, collection agency fees, legal and court fees and account termination fees.

13. **Termination of Service by SmartEnergy.** **SmartEnergy** may terminate electricity supply service to you for an Event of Default (defined in Section 12 above) by you, provided that **SmartEnergy** provides you with at least thirty (30) days' advance written Notice for you to cure the Event of Default before the termination is effective (the "Termination Notice"). If the Event of Default is not cured, the services will be terminated, and you will then receive electricity from your **EDC** or will be given the opportunity to choose a different electricity supplier. You will be responsible to pay for electricity consumed prior to termination. In addition, in the event of a change in applicable law or regulation that prevents or prohibits **SmartEnergy** from performing under the terms of this Agreement, or for any other reason, **SmartEnergy** reserves the right to terminate this Agreement by giving you at least thirty (30) days' advance written Notice. Upon any termination of this Agreement, you will return to receiving standard offer service from your **EDC** unless you have selected another electricity supplier.

14. **Renewable Energy and Renewable Energy Credits.** If you have selected a renewable energy product from **SmartEnergy**, your rate includes an additional charge for the purchasing of Renewable Energy Certificates and the following provision applies: **SmartEnergy** will, either directly and/or through its affiliate(s), retire, on your behalf, non-certified Renewable Energy Credits ("RECs") resulting from electricity generated from renewable energy sources, which may include solar, wind, geothermal, biomass, biogas, or low-impact hydro, in an amount matching either all of your usage for a calendar year or the renewable content amount specified in your plan description. Each REC represents 1,000 kilowatt hours. You will not have electricity from a specific generation facility delivered directly to your meters; but, through this product, you can support generators of renewable

energy that provide electricity to the electricity grid. Renewable energy source availability and generation varies hour-to-hour and from season-to-season, as does all customer electricity usage. **SmartEnergy** relies on regional system power from the grid to serve its customers' minute-by-minute consumption. But, through retirement of RECs by **SmartEnergy**, on behalf of customers, **SmartEnergy** will acquire enough RECs to match either all of your usage or the renewable content amount specified in your plan description. **SmartEnergy** may take up to six (6) months after the end of a calendar year to retire RECs needed to fulfill this product. **SmartEnergy** will not be liable to you or any other party for any advertising assertions related to this product including, without limitation, any claim or liability arising from a representation made as to the "green" or "carbon free" nature of the electricity or this product.

15. **Legal Notice.** All legal notice to be given hereunder ("Notice") will be in writing and delivered as specified in this Agreement to both you and **SmartEnergy**, as applicable, by certified mail or email to you at your service or email address, and to **SmartEnergy** at 7450 Tilghman Street, Suite 100, Allentown, PA 18106-9030, or [customer.care@smartenergy.com](mailto:customer.care@smartenergy.com). Notice will be effective upon either confirmation of receipt by the person to whom it is addressed, or when delivery is confirmed by the carrier, whichever is earlier. Notwithstanding anything herein to the contrary, **SmartEnergy** may make changes to the terms of this Agreement at any time by posting them on [www.smartenergy.com](http://www.smartenergy.com). The Agreement posted on the **SmartEnergy** website shall apply to all existing **SmartEnergy** customers, without the requirement of Notice as defined hereunder.

16. **Miscellaneous.**

a. Communications. You will receive all communications from **SmartEnergy** via US mail unless you contact us to change your preferred method of communication: (1) electronic-mail, or (2) written correspondence delivered by U.S. mail. If you would prefer to receive all communications by electronic mail, then call us at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. If you have any questions regarding this Agreement, contact

**SmartEnergy** using the information above.

b. Dispute Resolution. You agree to contact **SmartEnergy** at 800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. or by mail addressed to **SmartEnergy Holdings, LLC**, 7450 Tilghman Street, Suite 100, Allentown, PA 18106-9030, or by email at [customer.care@smartenergy.com](mailto:customer.care@smartenergy.com) regarding any dispute related to this Agreement. If your complaint is not resolved after you have called **SmartEnergy** and/or your **EDC**, residential and business customers may contact the **Commission** at 1-800-852-3793.

c. Emergencies and Customer Service. In the event of an emergency such as a power failure or downed power line, service interruption or other emergency, contact your **EDC**. If your **EDC** is **Liberty Utilities**, call 1-800-375-7413. If your **EDC** is **Eversource Energy**, call 1-800-662-7764. If your **EDC** is **Unitil Energy Systems, Inc.**, call 1-800-852-3333. The customer service number for your **EDC** is set forth in the Disclosure Summary.

d. Assignment. You may not assign your rights or obligations under this Agreement without **SmartEnergy's** express written consent. **SmartEnergy** may sell, transfer, pledge, or assign the accounts, revenues, or proceeds due to it under this Agreement, and may also assign its interest in this Agreement to another electric supplier or other entity as permitted by law.

e. Publicity. When you provide a testimonial or win a contest, **SmartEnergy** shall be entitled to disclose and publicize your identity as a customer of **SmartEnergy** on its website and in any other marketing material.

f. Entire Agreement. This Agreement is the entire agreement between you and **SmartEnergy** and supersedes any prior written or verbal agreements. This Agreement is binding upon you and **SmartEnergy** and each of its respective successors and permitted legal assigns. This Agreement is not intended to benefit any third party.

g. Representations and Warranties, Limitation of Liability and Arbitration. The electricity supplied by

**SmartEnergy** under this Agreement will be purchased from a variety of sources. SMARTENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. SMARTENERGY'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING TWELVE (12) MONTHS. NEITHER SMARTENERGY NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON A CLAIM RELATING TO CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, LOST PROFITS, BREACH, NON-PERFORMANCE OR ANY OTHER BASIS. YOU AND SMARTENERGY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. BOTH SMARTENERGY AND YOU AGREE NOT TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

h. Arbitration. If your complaint or dispute is not resolved through contact with our customer service department, you agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. Please visit [www.smartenergy.com/resolvingdisputes](http://www.smartenergy.com/resolvingdisputes) for the full terms and conditions that govern your agreement to resolve any disputes arising under this Agreement through binding arbitration or small claims court. Arbitration or other process for complaint resolution between **SmartEnergy** and a residential or small commercial customer shall be conducted in New Hampshire pursuant to New Hampshire law and applicable federal law.

i. Force Majeure. **SmartEnergy** will make commercially reasonable efforts to provide electricity supply but does not guarantee continuous service. **SmartEnergy** is not responsible for power outages or other events outside its control that may prevent **SmartEnergy** from supplying electricity (collectively, "Force Majeure Events"), including without limitation, acts of God or governmental authority, accidents, labor disputes, required maintenance, your **EDC's** non-performance, including without limitation, an outage, or changes in laws of any governmental authority or any other cause beyond **SmartEnergy's** control. **SmartEnergy** shall not be liable to you for any interruptions caused by a Force Majeure Event.

j. Governing Law. This Agreement shall be construed under and shall be governed by the laws of the State of New Hampshire without regard to the application of its conflicts of law principles.

k. Non-Waiver; Severability. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any subsequent breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

l. Social Service Agencies and Programs. Your **EDC** may have programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your **EDC's** assistance program, if any, can be obtained by contacting your **EDC**, contacting the **New Hampshire Public Utilities Commission**, or by contacting one of the following programs: Electric Assistance Program; Gas Residential Low Income Assistance Program; Fuel Assistance Program; Weatherization Assistance Program; Neighbor Helping Neighbor; or Project CARE.

m. Amendments. **SmartEnergy** may change, modify or amend this Agreement at any time (each a "Change"). Each Change will be made by **SmartEnergy** in the manner required by applicable law. Each Change

will be posted on **SmartEnergy's** website ([www.smartenergy.com](http://www.smartenergy.com)), and you will receive individual notice of the Change if required by applicable law. You should review the website periodically for applicable Changes. Your continued use of **SmartEnergy's** products and services following a Change constitutes your acceptance of this Agreement as so Changed.

17. **Environmental Disclosure Label.** An Environmental Disclosure Label specifying the approximate generation resource mix and environmental characteristics of the power supply being offered under this Agreement can be found on the **SmartEnergy** website at [www.smartenergy.com](http://www.smartenergy.com). **SmartEnergy** will provide via your preferred method of communication a printed copy of the environmental disclosure information upon request and periodically to the extent required by applicable law.

18. **Electric Emergencies and Power Quality.** The **EDC** will continue to operate the electric transmission lines and to maintain responsibility for power outages and for power quality. You will hold **SmartEnergy** harmless in the event of a loss of power caused by any entity other than **SmartEnergy**. If you have an electrical emergency, power outage or reduction in power quality, you should contact your **EDC** at its telephone number for emergencies.

## SMARTENERGY NEW HAMPSHIRE DISCLOSURE SUMMARY

Product Name	[Term] months fixed, [Incentive]		
Length of the Agreement	[Term (#)] monthly billing cycles		
Fixed per kWh Price	[Rate] cents per kWh during the first [Term (#)] monthly billing cycles		
Variable Price Components	<p>After the first six (6) monthly billing cycles, the Agreement will continue at a variable rate. Variable rates will be established monthly, they may be higher or lower each month, will be set in <b>SmartEnergy's</b> sole discretion, and are not based on a market or index price. <b>SmartEnergy</b> typically considers some or all of the following factors when setting its variable rates: publicly available competitor pricing; strategic business objectives; customer retention or attrition; market volatility or uncertainty; anticipated customer usage; the cost of procuring power including wholesale prices, any ancillary service costs, capacity auctions, utility fees, and transmission and distribution losses; weather, supply congestion and infrastructure issues; legal or regulatory issues; and profit margin. This list of factors is not exhaustive, and no single factor will determine the rate. Some factors may be estimated or projected, and the factors <b>SmartEnergy</b> considers may be weighed differently each month. <b>SmartEnergy</b> may spread sudden cost increases over multiple billing cycles so that its customers do not bear the burden of such increases in a single month. In addition, <b>SmartEnergy</b> seeks to acquire the majority of its anticipated electricity supply in advance rather than from the spot market. For all of these reasons, the variable rate may not correlate with changes in wholesale market prices, with the <b>Electric Distribution Company's</b> (EDC's) rate or with other suppliers' rates. The variable rate assigned to any particular individual account may vary from the rate assigned to any other particular individual account, even though such accounts may be in the same utility rate class. EXCEPT FOR ANY PROJECTED INCREASES OF 25% OR MORE, YOU WILL NOT RECEIVE A NOTICE OF THE UPCOMING VARIABLE RATE; UNLESS YOU CONTACT SMARTENERGY, YOU WILL NOT KNOW THE RATE UNTIL THE TIME OF BILLING. To access current, available future and highest and lowest historical rates over the preceding 12 months, contact one of our customer care representatives at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. or visit our website <a href="http://www.smartenergy.com">www.smartenergy.com</a>. It may take one or more billing cycles for a rate variation to become effective. THERE IS NO LIMIT ON HOW MUCH THE RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT. THE RATE CAN CHANGE EACH BILLING PERIOD.</p>		
Charges	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.		
Fixed Price Residential Customers Who Use	500 kWh of electricity	1000 kWh of electricity	1500 kWh of electricity
Will Pay	[\$_____]	[\$_____]	[\$_____]
Environmental Characteristics	Yes, 100% renewable		
Early Termination Fee	None.		
Late Payment Fee	None.		
Renewal Terms	<p><b>SmartEnergy</b> will provide you with a renewal notification at least 45 days and no more than 60 days prior to the expiration of the fixed price period ("Renewal Notice"). In the Renewal Notice, <b>SmartEnergy</b> will provide information regarding your options to renew or continue on another <b>SmartEnergy</b> product. Unless you select another <b>SmartEnergy</b> product, terminate or transfer service within ten (10) days of such notice, your electricity supply with <b>SmartEnergy</b> will continue as described herein.</p>		





## SmartEnergy – New Hampshire Terms of Service for Residential and Small Commercial Customers

1. **Agreement to Purchase Electricity.** SmartEnergy Holdings, LLC (“SmartEnergy”), [www.smartenergy.com](http://www.smartenergy.com), is a **Competitive Electric Power Supplier (CEPS)**, registered with the **New Hampshire Public Utilities Commission (“Commission”)** to offer and supply electric generation services to residential and small commercial customers in the State of New Hampshire. **SmartEnergy’s electric service Commission registration number is DM 16-839.** Our business address is 400 Madison Avenue, Suite 9A, New York, NY 10017 and our mailing address is 7450 Tilghman Street, Suite 100, Allentown, PA 18106-9030. Subject to acceptance by **SmartEnergy** and your **Electric Distribution Company (“EDC”)**, you agree to purchase, and **SmartEnergy** agrees to supply, all of your electricity, as delivered to you by your **EDC** under the terms and conditions set forth in this document (the “Terms of Service”). **SmartEnergy** will be supplying the generation portion of your electricity, and your **EDC** will continue to provide the distribution services. As used herein, the words “we”, “us” and “our” refer to **SmartEnergy**, and the words “you” and “your” refer to the Customer.

2. **Agreement and Term.** The Terms of Service, Enrollment Form, Internet Enrollment Form, Telephone Verification Recording, Disclosure Summary and Welcome Letter shall be referred to collectively as the “Agreement”. Please retain this document for your records. The Disclosure Summary specifies the product type (fixed rate or variable rate) and the term that applies to your Agreement with **SmartEnergy**. Only applicable sections that describe your specific product type will apply to your Agreement.

The term of your Agreement begins with the next available meter reading after processing of your enrollment by your **EDC** and **SmartEnergy**.

a. If you enrolled in a fixed-rate plan, at the expiration of the fixed price period, your Agreement will automatically continue on a month-to-month basis on

the same terms except that the price each month will be **SmartEnergy’s** then-current variable rate, unless earlier terminated by you or **SmartEnergy** in accordance with the terms of this Agreement. **SmartEnergy** will provide you with a renewal notification at least 45 days and no more than 60 days prior to the expiration of the fixed price period (“Renewal Notice”). In the Renewal Notice, **SmartEnergy** will provide information regarding your options to renew or continue on another **SmartEnergy** product. Unless you select another **SmartEnergy** product, terminate or transfer service within ten (10) days of such notice, your electricity supply with **SmartEnergy** will continue either under the rates described in the Renewal Notice or under a variable-rate plan, as determined by **SmartEnergy**.

b. If you enrolled in a variable-rate plan, your Agreement will continue on a month-to-month basis, unless terminated by you or **SmartEnergy** in accordance with the terms of this Agreement.

3. **Right to Cancel.** You may cancel this Agreement without penalty by contacting **SmartEnergy**:

a. Within five (5) business days from the date you electronically receive these Terms of Service;

b. Within six (6) business days from the date of these Terms of Service being mailed to you by first class mail;

c. Within ten (10) business days from the date you electronically receive these Terms of Service, if you were enrolled through an in-person solicitation at your residence; or

d. Within eleven (11) business days from the date of these Terms of Service being mailed to you by first class mail, if you were enrolled through an in-person solicitation at your residence.

e. To cancel, you may contact **SmartEnergy** by writing to **SmartEnergy Holdings, LLC**, 7450 Tilghman Street, Suite 100, Allentown, PA 18106-9030, or by telephone at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by email to [customer.care@smartenergy.com](mailto:customer.care@smartenergy.com). An Agreement for electric generation services shall not be legally binding

until the rescission period has expired, and you have not, directly or indirectly, rescinded your selection of **SmartEnergy**. **SmartEnergy** will not submit your enrollment request to the **EDC** until this rescission period has elapsed.

4. **Relocation**. You are required to provide notice to **SmartEnergy** if you relocate. If you relocate, a final reading will be made at your old address, and your account with both the **EDC** and **SmartEnergy** will be terminated. You will be obligated to pay for the electricity supply service provided through the date the termination due to relocation becomes effective, including without limitation, any applicable **EDC** fees or charges. If you relocate within your **EDC**'s service territory, you may be able to enter into a new electricity supply agreement with **SmartEnergy**.

5. **Disconnection of Service**. Failure to make full payment of **EDC** charges may result in you being disconnected in accordance with your **EDC**'s tariff. Only your **EDC** has the ability to disconnect your service.

6. **Pricing**. You have enrolled either in a fixed-rate or a variable rate as set forth at the time of enrollment and confirmed in the Welcome Letter or the Disclosure Summary. Fixed rates and variable rates will be determined as follows:

a. **Fixed Rate**. If you enrolled in a fixed-rate plan, the fixed rate per kilowatt-hour ("kWh") will be as indicated in the Welcome Letter or the Disclosure Summary. The fixed rate will be multiplied by the amount of electricity you use in the billing cycle to determine the generation portion of your bill, plus any applicable fees, charges or taxes.

b. **Variable Rate**. If you enrolled in a variable rate plan, the variable rate per kWh for the first month will be as indicated in the Welcome Letter or the Contract Summary. Thereafter, or if your Agreement converts to a variable-rate plan, the rate for electricity will be a variable rate that may be higher or lower each month and will be set in **SmartEnergy**'s sole discretion. **SmartEnergy** typically considers some or all of the following factors when setting its variable rates:

- publicly available competitor pricing;
- strategic business objectives;
- customer retention or attrition;

- market volatility or uncertainty;
- anticipated customer usage;
- the cost of procuring power including wholesale prices, any ancillary service costs, capacity auctions, utility fees, and transmission and distribution losses;
- weather, supply congestion and infrastructure issues;
- legal or regulatory issues; and
- profit margin.

This list of factors is not exhaustive, and no single factor will determine the rate. Some factors may be estimated or projected, and the factors **SmartEnergy** considers may be weighed differently each month. **SmartEnergy** may spread sudden cost increases over multiple billing cycles so that its customers do not bear the burden of such increases in a single month. In addition, **SmartEnergy** seeks to acquire the majority of its anticipated electricity supply in advance rather than from the spot market. For all of these reasons, the variable rate may not correlate with changes in wholesale market prices, with the **EDC**'s rate or with other suppliers' rates. The variable rate assigned to any particular individual account may vary from the rate assigned to any other particular individual account, even though such accounts may be in the same utility rate class. EXCEPT FOR ANY PROJECTED INCREASES OF 25% OR MORE, YOU WILL NOT RECEIVE A NOTICE OF THE UPCOMING VARIABLE RATE; UNLESS YOU CONTACT SMARTENERGY, YOU WILL NOT KNOW THE RATE UNTIL THE TIME OF BILLING. To access current, available future and highest and lowest historical rates over the preceding 12 months, contact one of our customer care representatives at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. or visit our website [www.smartenergy.com](http://www.smartenergy.com). It may take one or more billing cycles for a rate variation to become effective. THERE IS NO LIMIT ON HOW MUCH THE RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT. THE RATE CAN CHANGE EACH BILLING PERIOD.

c. Depending on the product and plan that you select, you may be billed a monthly customer charge, which if applicable, will be indicated in the Welcome Letter or the Disclosure Summary.

d. For both fixed-rate and variable-rate plans, **SmartEnergy's** price does not include, and you will be billed by the **EDC** 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.

e. **SmartEnergy's** prices may be higher or lower than your **EDC's** rate in any given month.

f. If you accepted an offer from **SmartEnergy** that included an incentive to enroll, such as a month of free electricity or cash back, your incentive will be described in the Contract Summary or Welcome Letter (or both). You must complete the instructions and comply with the terms and conditions on the form included with your Welcome Letter to receive the incentive. You must have an active account with **SmartEnergy** when we process the form in order to be eligible. If you have questions regarding the incentive, you may call **SmartEnergy** at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T.

g. Historical pricing is not indicative of present or future pricing.

7. **Billing.** You will receive one bill from your **EDC** monthly, in which your **SmartEnergy** supply charges will be listed separately from your **EDC's** delivery charges. Your **EDC** may or may not charge a fee for switching service to **SmartEnergy**. **SmartEnergy** may offer budget billing for the generation portion of the bill if permitted by your **EDC**. **SmartEnergy** does not require a deposit for its service. If at any time during the term of this Agreement your **EDC** does not provide consolidated billing for your account, you will be billed by **SmartEnergy** for any charges owed to **SmartEnergy**. In that case, you will be billed separately by your **EDC** for any taxes, distribution charges or other utility fees and charges. **SmartEnergy** will pass through to you all charges related to the collection of past due charges, including but not limited to, collection agency fees, legal and court fees and account termination fees.

8. **Payment.** Your payment is due by the date specified in your **EDC** bill, and late payments will be subject to interest at 1.5% per month or the highest amount allowable under applicable law, whichever is

lower. The **EDC** will set your payment due date and the payment address.

9. **Credit Requirements.** **SmartEnergy** reserves the right to conduct a credit review prior to providing you with electricity supply service, and reserves the right to refuse you electricity supply service if you do not meet **SmartEnergy's** credit standards. You agree to provide **SmartEnergy** with any information reasonably requested in order to complete the credit review. If, prior to commencing electricity supply service or at any time during the term of this Agreement, **SmartEnergy** has good faith concerns about your creditworthiness, **SmartEnergy** may conduct a credit review.

10. **Information Release Authorization.** By accepting these Terms of Service, you affirmatively consent to the **EDC** sharing billing and payment information with **SmartEnergy**, including your participation in budget billing or extended payment arrangements. You authorize **SmartEnergy** to obtain and review information regarding your credit history from credit reporting agencies and other information from your **EDC**, including but not limited to the following: account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, public assistance status, meter readings, characteristics of electricity service and, when charges under this Agreement are included on your **EDC** bill, billing and payment information. This information may be used by **SmartEnergy** to determine whether it will commence and/or continue to provide electricity to you. Such information may be disclosed to a third-party if (a) required by law; (b) such disclosure is to a third party service provider under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to us; (c) in connection with your electric generation service; and (d) to our affiliates and subcontractors for marketing purposes. Your acceptance of this Agreement is an authorization for the release of this information to **SmartEnergy**. This authorization will remain in effect during the term of this Agreement. You may rescind this authorization at any time by providing Notice thereof to **SmartEnergy** or calling 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. **SmartEnergy** reserves the right to cancel this Agreement on thirty (30) calendar

days' Notice in the event you rescind such authorization. **SmartEnergy** considers all such customer information to be confidential and shall not release confidential customer information, except as otherwise permitted under Puc 2004.19, without written authorization from the customer.

11. **Early Termination.** You have the right to terminate this Agreement and change electric suppliers at any time with no advance notice, for any reason, without fees or penalties. You may terminate this Agreement by notifying **SmartEnergy** of termination, contracting with another Competitive Electric Power Supplier for electricity supply, contracting with an aggregator granted agency authority, or contacting the **EDC** to select utility default service. To cancel, you may contact **SmartEnergy** by mail, telephone, or electronically at the contact information provided above. If you cancel this Agreement, you agree to pay for the electricity supplied by **SmartEnergy** through the date that another company begins to supply electricity to you. You are responsible for all charges incurred through the date that makes your cancellation effective and for any fees incurred by **SmartEnergy** in collecting any unpaid amounts due. If you switch back to your **EDC** you may or may not be served under the same rates, terms, and conditions that apply to other customers served by your **EDC**.

12. **Events of Default.** An Event of Default shall mean: (i) failure to make any payment required under this Agreement when due; (ii) the failure to take electric supply when delivered under the terms of this Agreement; (iii) significant downgrading of your credit rating since the effective date of this Agreement, as determined by **SmartEnergy** in its sole discretion; (iv) if you file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such petition filed against you and such petition is not withdrawn or dismissed for twenty (20) days after such filing; or (v) you are unable to pay your debts as they are due and such inability is not cured within ten (10) days after **SmartEnergy** provides you with written Notice.

a. Remedy for Event of Default. **SmartEnergy** has the right to terminate this Agreement according to Section 13 below if an Event of Default by you occurs.

b. Collection of Past Due Charges. **SmartEnergy** will pass through to you all charges related to the collection of past due charges, including but not limited to, collection agency fees, legal and court fees and account termination fees.

13. **Termination of Service by SmartEnergy.** **SmartEnergy** may terminate electricity supply service to you for an Event of Default (defined in Section 12 above) by you, provided that **SmartEnergy** provides you with at least thirty (30) days' advance written Notice for you to cure the Event of Default before the termination is effective (the "Termination Notice"). If the Event of Default is not cured, the services will be terminated, and you will then receive electricity from your **EDC** or will be given the opportunity to choose a different electricity supplier. You will be responsible to pay for electricity consumed prior to termination. In addition, in the event of a change in applicable law or regulation that prevents or prohibits **SmartEnergy** from performing under the terms of this Agreement, or for any other reason, **SmartEnergy** reserves the right to terminate this Agreement by giving you at least thirty (30) days' advance written Notice. Upon any termination of this Agreement, you will return to receiving standard offer service from your **EDC** unless you have selected another electricity supplier.

14. **Renewable Energy and Renewable Energy Credits.** If you have selected a renewable energy product from **SmartEnergy**, your rate includes an additional charge for the purchasing of Renewable Energy Certificates and the following provision applies: **SmartEnergy** will, either directly and/or through its affiliate(s), retire, on your behalf, non-certified Renewable Energy Credits ("RECs") resulting from electricity generated from renewable energy sources, which may include solar, wind, geothermal, biomass, biogas, or low-impact hydro, in an amount matching either all of your usage for a calendar year or the renewable content amount specified in your plan description. Each REC represents 1,000 kilowatt hours. You will not have electricity from a specific generation facility delivered directly to your meters; but, through this product, you can support generators of renewable energy that provide electricity to the electricity grid. Renewable energy source availability and generation varies hour-to-hour and from season-to-season, as does all customer electricity usage. **SmartEnergy** relies

on regional system power from the grid to serve its customers' minute-by-minute consumption. But, through retirement of RECs by **SmartEnergy**, on behalf of customers, **SmartEnergy** will acquire enough RECs to match either all of your usage or the renewable content amount specified in your plan description. **SmartEnergy** may take up to six (6) months after the end of a calendar year to retire RECs needed to fulfill this product. **SmartEnergy** will not be liable to you or any other party for any advertising assertions related to this product including, without limitation, any claim or liability arising from a representation made as to the "green" or "carbon free" nature of the electricity or this product.

15. **Legal Notice.** All legal notice to be given hereunder ("Notice") will be in writing and delivered as specified in this Agreement to both you and **SmartEnergy**, as applicable, by certified mail or email to you at your service or email address, and to **SmartEnergy** at 7450 Tilghman Street, Suite 100, Allentown, PA 18106-9030, or [customer.care@smartenergy.com](mailto:customer.care@smartenergy.com). Notice will be effective upon either confirmation of receipt by the person to whom it is addressed, or when delivery is confirmed by the carrier, whichever is earlier. Notwithstanding anything herein to the contrary, **SmartEnergy** may make changes to the terms of this Agreement at any time by posting them on [www.smartenergy.com](http://www.smartenergy.com). The Agreement posted on the **SmartEnergy** website shall apply to all existing **SmartEnergy** customers, without the requirement of Notice as defined hereunder.

16. **Miscellaneous.**

a. **Communications.** You will receive all communications from **SmartEnergy** via US mail unless you contact us to change your preferred method of communication: (1) electronic-mail, or (2) written correspondence delivered by U.S. mail. If you would prefer to receive all communications by electronic mail, then call us at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. If you have any questions regarding this Agreement, contact **SmartEnergy** using the information above.

b. **Dispute Resolution.** You agree to contact **SmartEnergy** at 1-800-443-4440 (toll-free) Monday

through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. or by mail addressed to **SmartEnergy Holdings, LLC**, 7450 Tilghman Street, Suite 100, Allentown, PA 18106-9030 or by email at [customer.care@smartenergy.com](mailto:customer.care@smartenergy.com) regarding any dispute related to this Agreement. If your complaint is not resolved after you have called **SmartEnergy** and/or your **EDC**, residential and business customers may contact the **Commission** at 1-800-852-3793.

c. **Emergencies and Customer Service.** In the event of an emergency such as a power failure or downed power line, service interruption or other emergency, contact your **EDC**. If your **EDC** is **Liberty Utilities**, call 1-800-375-7413. If your **EDC** is **Eversource Energy**, call 1-800-662-7764. If your **EDC** is **Unitil Energy Systems, Inc.**, call 1-800-852-3333. The customer service number for your **EDC** is set forth in the Disclosure Summary.

d. **Assignment.** You may not assign your rights or obligations under this Agreement without **SmartEnergy's** express written consent. **SmartEnergy** may sell, transfer, pledge, or assign the accounts, revenues, or proceeds due to it under this Agreement, and may also assign its interest in this Agreement to another electric supplier or other entity as permitted by law.

e. **Publicity.** When you provide a testimonial or win a contest, **SmartEnergy** shall be entitled to disclose and publicize your identity as a customer of **SmartEnergy** on its website and in any other marketing material.

f. **Entire Agreement.** This Agreement is the entire agreement between you and **SmartEnergy** and supersedes any prior written or verbal agreements. This Agreement is binding upon you and **SmartEnergy** and each of its respective successors and permitted legal assigns. This Agreement is not intended to benefit any third party.

g. **Representations and Warranties, Limitation of Liability and Arbitration.** The electricity supplied by **SmartEnergy** under this Agreement will be purchased from a variety of sources. SMARTENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER

THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. SMARTENERGY'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING TWELVE (12) MONTHS. NEITHER SMARTENERGY NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON A CLAIM RELATING TO CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, LOST PROFITS, BREACH, NON-PERFORMANCE OR ANY OTHER BASIS. YOU AND SMARTENERGY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. BOTH SMARTENERGY AND YOU AGREE NOT TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

h. Arbitration. If your complaint or dispute is not resolved through contact with our customer service department, you agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. Please visit [www.smartenergy.com/resolvingdisputes](http://www.smartenergy.com/resolvingdisputes) for the full terms and conditions that govern your agreement to resolve any disputes arising under this Agreement through binding arbitration or small claims court. Arbitration or other process for complaint resolution between **SmartEnergy** and a residential or small commercial customer shall be conducted in New Hampshire pursuant to New Hampshire law and applicable federal law.

i. Force Majeure. **SmartEnergy** will make commercially reasonable efforts to provide electricity supply but does not guarantee continuous service.

**SmartEnergy** is not responsible for power outages or other events outside its control that may prevent **SmartEnergy** from supplying electricity (collectively, "Force Majeure Events"), including without limitation, acts of God or governmental authority, accidents, labor disputes, required maintenance, your **EDC's** non-performance, including without limitation, an outage, or changes in laws of any governmental authority or any other cause beyond **SmartEnergy's** control. **SmartEnergy** shall not be liable to you for any interruptions caused by a Force Majeure Event.

j. Governing Law. This Agreement shall be construed under and shall be governed by the laws of the State of New Hampshire without regard to the application of its conflicts of law principles.

k. Non-Waiver; Severability. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any subsequent breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

l. Social Service Agencies and Programs. Your **EDC** may have programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your **EDC's** assistance program, if any, can be obtained by contacting your **EDC**, contacting the **New Hampshire Public Utilities Commission**, or by contacting one of the following programs: Electric Assistance Program; Gas Residential Low Income Assistance Program; Fuel Assistance Program; Weatherization Assistance Program; Neighbor Helping Neighbor; or Project CARE.

m. Amendments. **SmartEnergy** may change, modify or amend this Agreement at any time (each a "Change"). Each Change will be made by **SmartEnergy** in the manner required by applicable law. Each Change will be posted on **SmartEnergy's** website ([www.smartenergy.com](http://www.smartenergy.com)), and you will receive individual notice of the Change if required by applicable law. You

should review the website periodically for applicable Changes. Your continued use of **SmartEnergy's** products and services following a Change constitutes your acceptance of this Agreement as so Changed.

17. **Environmental Disclosure Label.** An Environmental Disclosure Label specifying the approximate generation resource mix and environmental characteristics of the power supply being offered under this Agreement can be found on the **SmartEnergy** website at [www.smartenergy.com](http://www.smartenergy.com). **SmartEnergy** will provide via your preferred method of communication a printed copy of the environmental disclosure information upon request and periodically to the extent required by applicable law. **SmartEnergy** will not be liable to you or any other party for any advertising assertions related to this product including, without limitation, any claim or liability arising from a representation made as to the "green" or "carbon free" nature of the electricity or this product.

18. **Electric Emergencies and Power Quality.** The **EDC** will continue to operate the electric transmission lines and to maintain responsibility for power outages and for power quality. You will hold **SmartEnergy** harmless in the event of a loss of power caused by any entity other than **SmartEnergy**. If you have an electrical emergency, power outage or reduction in power quality, you should contact your **EDC** at its telephone number for emergencies.



Puc 2006.01(y) and (z)

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

I, Jacqueline Kern am authorized to file this application on behalf of SmartEnergy Holdings, LLC.

Signature: \_\_\_\_\_

Name: Jackie Kern

Date: Jacqueline Kern





Additional Information



400 Madison Avenue, 9A, New York, NY 10017  
tel 212 779 7000 fax 212 779 3061

August 5, 2021

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

**RE: SmartEnergy Holdings, LLC - Change of Regulatory Contact**

Effective 08/02/2021 the Regulatory contact for SmartEnergy Holdings, LLC has changed as per below:

Lidia Chávez  
Director of Regulatory Compliance  
400 Madison Av.  
New York, NY 10017  
Tel 212-779-7000  
Email: [regulatory@smartenergy.com](mailto:regulatory@smartenergy.com)

Please update the company's contact information in your system.

Do not hesitate to contact me if you have any questions regarding this filing.

Regards,

A handwritten signature in blue ink, appearing to read "Lidia Chávez". The signature is fluid and cursive, with a large loop at the end.

Lidia Chávez  
Director of Regulatory Compliance  
[regulatory@smartenergy.com](mailto:regulatory@smartenergy.com)

## Environmental Information for Electricity offered by SmartEnergy Holdings, LLC

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

<b>Energy Source (Fuel Mix)</b>		
<i>SmartEnergy Holdings, LLC used the following energy resources to supply electricity in New Hampshire for the period January 1, 2020 through December 31, 2020</i>		
<b><u>Power Source</u></b>	<b><u>Supplier's Mix</u></b>	<b><u>New England Mix.</u></b>
Biomass	2.16	2.16
Coal	0.18	0.18
Hydro	6.75	6.75
Landfill Gas	0.55	0.55
Municipal Trash	0.63	0.63
Natural Gas	45.62	45.62
Nuclear	24.96	24.96
Oil (Diesel & Jet)	5.32	5.32
Other Renewable	4.26	4.26
Solar	5.18	5.18
Wind	3.33	3.33
Wood	1.06	1.06
<b><u>Total</u></b>	<b>100.00%</b>	<b>100.00%</b>

<b>Air Emissions</b>		
<i>Carbon Dioxide (CO2), Nitrogen Dioxide (NO2) and Sulfur Dioxide (SO2) emission rates from these sources relative to the regional average.</i>		
<b><u>Emission Type</u></b>	<b><u>Pounds per MWh</u></b>	<b><u>% Of Regional Average</u></b>
Nitrogen Oxides (NOx)	0.80	0.80
Sulfur Dioxide (SO2)	0.41	0.41
Carbon Dioxide (CO2)	768.38	768.38

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. Updates to this disclosure document will be made electronically at [www.smartenergy.com](http://www.smartenergy.com). For further information, contact SmartEnergy at ([www.smartenergy.com](http://www.smartenergy.com)) or by phone at (1-800-443-4440).

## **Definitions**

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

**Emissions:** Carbon Dioxide (CO<sub>2</sub>) is released when fossil fuels (e.g., coal, oil and natural gas) are burned. CO<sub>2</sub>, a greenhouse gas, is a major contributor to climate change.

Nitrogen Oxides (NO<sub>x</sub>) form when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog) and may cause respiratory illness with frequent high-level exposure. NO<sub>x</sub> also contributes to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life.

Sulfur Dioxide (SO<sub>2</sub>) is formed when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO<sub>2</sub> include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO<sub>2</sub> combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.