



NRG Retail  
3711 Market Street  
Philadelphia, PA 19104

April 20, 2021

**FILED ELECTRONICALLY AND VIA UPS**

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

**RE: DM 13-185  
XOOM Energy New Hampshire, LLC  
2021 Competitive Electric Power Supplier Registration Renewal**

Dear Ms. Howland,

In accordance with New Hampshire Code of Administrative Rules § Puc 2003.02, XOOM Energy New Hampshire, LLC ("XOOM Energy") (License No. DM 13-185) has enclosed the 2021 Competitive Electric Power Supplier Registration Renewal.

Should you have any questions or require additional information, please contact me at 413-642-3575 or via email at [marc.hanks@directenergy.com](mailto:marc.hanks@directenergy.com) and [NERetailRegulatory@nrg.com](mailto:NERetailRegulatory@nrg.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Marc A. Hanks", with a long horizontal flourish extending to the right.

Marc A. Hanks  
Senior Manager – Regulatory Affairs



### Competitive Electric Power Supplier Application Form

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

Indicate whether this application is for an initial registration or for a renewal. Initial <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>																															
Applicant's General Information																															
Puc 2006.01(a)	<table border="1"> <tr> <td>Legal Name</td> <td>XOOM Energy New Hampshire, LLC</td> </tr> <tr> <td>Trade Name (d/b/a) (if applicable)</td> <td></td> </tr> </table>	Legal Name	XOOM Energy New Hampshire, LLC	Trade Name (d/b/a) (if applicable)																											
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Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual. <span style="float: right;">NEW HAMPSHIRE</span>																														
Puc 2006.01(d)	Provide the name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) <sup>1</sup> if it is anything other than an individual. Use additional sheets as needed.																														
	<table border="1"> <tr><td>Name</td><td>XOOM Energy, LLC</td></tr> <tr><td>Title</td><td>Single-member manager</td></tr> <tr><td>Business Mailing Address</td><td>11208 Statesville Road, Suite 200 Huntersville, NC 28078</td></tr> <tr><td>Telephone Number</td><td>704-274-1450</td></tr> <tr><td>E-Mail Address</td><td>NERetailRegulatory@nrg.com</td></tr> <tr><td>Name</td><td></td></tr> <tr><td>Title</td><td></td></tr> <tr><td>Business Mailing Address</td><td></td></tr> <tr><td>Telephone Number</td><td></td></tr> <tr><td>Email Address</td><td></td></tr> <tr><td>Name</td><td></td></tr> <tr><td>Title</td><td></td></tr> <tr><td>Business Mailing Address</td><td></td></tr> <tr><td>Telephone Number</td><td></td></tr> <tr><td>E-Mail Address</td><td></td></tr> </table>	Name	XOOM Energy, LLC	Title	Single-member manager	Business Mailing Address	11208 Statesville Road, Suite 200 Huntersville, NC 28078	Telephone Number	704-274-1450	E-Mail Address	NERetailRegulatory@nrg.com	Name		Title		Business Mailing Address		Telephone Number		Email Address		Name		Title		Business Mailing Address		Telephone Number		E-Mail Address	
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<sup>1</sup> "Principals" means, for a corporation, any of its officers, directors, or controlling shareholders, for a limited liability company, any of its managers or controlling members, for a partnership, any of its general partners, and for any other business entity, any of its personnel exercising executive functions and any of its controlling equity owners.



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

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

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



Customer Service Department Contact		
Puc 2006.01(f)	Name	Patti Kulesa
	Title	Senior Manager, Network Marketing Sales & Quality Control
	Toll-Free Telephone Number (if available)	888-997-8979
	Telephone Number	704-274-3000
	E-Mail Address	consumeraffairs@xoomenergy.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Patti Kulesa
	Title	Senior Manager, Network Marketing Sales & Quality Control
	Business Mailing Address	11208 Statesville Road, Suite 200 Huntersville, NC 28078
	Telephone Number	704-274-3000
	E-Mail Address	consumeraffairs@xoomenergy.com

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Marc Hanks
	Title	Senior Manager, Regulatory Affairs
	Business Mailing Address	24 Gary Drive Westfield, MA 01085
	Telephone Number	413-642-3575
	E-Mail Address	marc.hanks@directenergy.com

Commission Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Marc Hanks
	Title	Senior Manager, Regulatory Affairs
	Business Mailing Address	24 Gary Drive Westfield, MA 01085
	Telephone Number	413-642-3575
	E-Mail Address	marc.hanks@directenergy.com



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

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





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

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

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




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

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

File Financial Security Instrument		
Refer to Puc 2003.03 for the financial security requirements.		
Puc 2003.01(b)(2)	Provide an original executed financial security instrument that meets the requirements of Puc 2003.03. <b>ATTACHMENT F - (ORIGINAL WAS SENT SEPARATELY VIA UPS ON 4/20/2021)</b>	
File the original, executed financial security instrument with the Executive Director. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.		

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

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

Attestation and Signature		
Puc 2006.01(y) and (z)	BY SIGNING BELOW, THE APPLICANT REPRESENTATIVE CERTIFIES THAT IT HAS THE AUTHORITY TO FILE THE APPLICATION ON BEHALF OF THE CEPS AND ATTESTS THAT THE CONTENTS OF THE APPLICATION ARE TRUTHFUL, ACCURATE, AND COMPLETE.	
	 Signature of the applicant or its authorized representative	APRIL 20, 2021 Date
	Name: MARK PARSONS	
	Title: VICE PRESIDENT	

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



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## Business Information

### Business Details

Business Name:	XOOM ENERGY NEW HAMPSHIRE, LLC	Business ID:	682477
Business Type:	Domestic Limited Liability Company	Business Status:	Good Standing
Management Style:	Manager Managed		
Business Creation Date:	11/26/2012	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	11/26/2012		
Principal Office Address:	804 Carnegie Center, Princeton, NJ, 08540, USA	Mailing Address:	804 Carnegie Center, Princeton, NJ, 08540, USA
Citizenship / State of Formation:	Domestic/New Hampshire		
		Last Annual Report Year:	2021
		Next Report Year:	2022
Duration:	Perpetual		
Business Email:	CLS-CTARMSevidence@wolterskluwer.com	Phone #:	704-274-1450
Notification Email:	CLS-CTARMSevidence@wolterskluwer.com	Fiscal Year End Date:	NONE

### Principal Purpose

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

Page 1 of 1, records 1 to 1 of 1

## Principals Information

Name/Title	Business Address
XOOM Energy, LLC / Manager	804 Carnegie Center, Princeton, NJ, 08540, USA

Page 1 of 1, records 1 to 1 of 1

## Registered Agent Information

Name: C T Corporation System

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

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

## Trade Name Information

No Trade Name(s) associated to this business.

## Trade Name Owned By

No Records to View.

## Trademark Information

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

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 [Address History](#)   
 [View All Other Addresses](#)   
 [Name History](#)   
 [Shares](#)  
[Businesses Linked to Registered Agent](#)   
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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)  
[\(/online/Home/ContactUS\)](#)

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**David T. Doot**  
Secretary

April 13, 2021

**XOOM Energy LLC**  
attn: Barry Gessner  
Director, Mass Market Retail Supply and  
Demand Response  
[barry.gessner@nrg.com](mailto:barry.gessner@nrg.com)

Dear Barry:

You have requested that the New England Power Pool (“NEPOOL”), a voluntary association of entities that participate in the wholesale electric markets in the six New England states, indicate to you whether XOOM Energy, LLC (“XOOM”) is a member “in good standing in NEPOOL.” This letter is in response to that request.

As of the date of this letter, XOOM is a NEPOOL member, entitled to full rights and subject to full obligations of members as set forth in the Second Restated NEPOOL Agreement, which is NEPOOL’s governing document. XOOM was accepted for membership in NEPOOL effective as of November 1, 2011 pursuant to a FERC order issued November 29, 2011 in Docket No. ER12-267, subject to the conditions and waivers agreed to between NEPOOL and XOOM reflected in that filing.

XOOM is also a Market Participant under the ISO New England Inc. (“ISO-NE”) Transmission, Markets and Services Tariff (“Tariff”) pursuant to a Market Participant Service Agreement by and between XOOM and ISO-NE.<sup>1</sup> XOOM is not in default of its obligations under the NEPOOL Agreement or the Tariff, which could otherwise result in a suspension or termination of XOOM’s status as a NEPOOL Participant and Market Participant. XOOM has not requested termination of, nor has NEPOOL received an application or has a request pending for, the termination of XOOM’s status as a NEPOOL Participant or as a Market Participant under the Tariff.

Respectfully,

David T. Doot  
Secretary

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<sup>1</sup> The MPSA with XOOM Energy, LLC (51426) is reported by ISO-NE as MPSA No. 487.

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

*is hereby granted to:*

**Xoom Energy New Hampshire, LLC**

*to certify that they have completed to satisfaction*

**EDI Connectivity and Certification Testing**

*Granted: 06/24/2013*

*Daryush Donyavi  
PSNH Supplier Services*

 *6/24/13*

**Complaints - XOOM Energy New Hampshire, LLC  
January 2019 - December 2020**

<b>ID</b>	<b>Retail Supplier Entity</b>	<b>Complaint Date</b>	<b>Complaint Source</b>	<b>Status</b>	<b>Complaint type</b>
633	XOOM Energy New Hampshire, LLC	Mar 06 2019	Public Utility Commission	Closed	Unauthorized Enrollment
1380	XOOM Energy New Hampshire, LLC	Nov 07 2019	Public Utility Commission	Closed	Unauthorized Enrollment



## New Hampshire Disclosure Summary

### Residential Customers

<b>Product Name</b>	SureLock 12		
<b>Length of the Agreement</b>	12 months		
<b>Fixed Per kWh Price</b>	\$0.0899/kWh		
<b>Charges</b>	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used. For more details on your price, please see your Terms and Conditions.		
<b>Fixed Price Residential Customers who use</b>	500 kWh of electricity	1000 kWh of electricity	1500 kWh of electricity
<b>Will Pay</b>	\$0.0899	\$0.0899	\$0.0899
<b>Environmental Characteristics</b>	No		
<b>Early Termination Fee</b>	Yes, \$110		
<b>Late Payment Fee</b>	Yes, greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month.		
<b>Renewal Terms</b>	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. XOOM will send you written notice at no less than 45 days and no more than 60 days prior to the end of the Term. The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew to one of XOOM's available products as described in your renewal notice.		
<b>Electric Assistance Program</b>	Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.		



**Residential and Small Non Residential Standard Offer Service  
Consumer Information about Your Electricity Supply  
1/1/2019 - 12/31/2019**

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

<b>Power Sources</b>			<b>Air Emissions Sources</b>	
This supplier provided electricity with the following resources:			This table compares air emissions from this supplier's electricity mix to average emission levels from all Regional power sources.	
	<b>Supplier's Mix</b>	<b>New England Mix</b>		<b>Supplier's Mix (lbs/MWh)</b>
Biomass	2.20%	2.20%	<b>Carbon Dioxide (CO2)</b>	<b>3134.37</b>
Coal	4.00%	4.00%	<b>Nitrogen Oxide (NOx)</b>	<b>3.94</b>
Diesel	0.50%	0.50 %	<b>Sulfur Dioxide (SO2)</b>	<b>4.2</b>
Digester Gas	0.10%	0.10%		
Efficient Resource	0.20%	0.20%		
Fuel Cell	0.30%	0.30%		
Hydroelectric	7.70%	7.70%		
Hydrokinetic	0.00%	0.00%		
Jet	0.00%	0.00%		
Landfill Gas	0.50%	0.50%		
Solid Municipal Waste	0.70%	0.70%		
Nuclear	27.90%	27.90%		
Natural Gas	40.00%	40.00%		
Oil	5.10%	5.10%		
Solar	3.50%	3.50%		
Trash-to-energy	2.40%	2.40%		
Wind	3.50%	3.50%		
Wood	1.20%	1.20%		
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>		

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

**Additional Information and Required Notes**

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

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

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



## SURELOCK 12 TERMS AND CONDITIONS

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

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

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

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

**Price:** Your rate for electric power purchases will be a fixed price of \$0.0899 per kWh, plus taxes and fees, if applicable. You understand that XOOM's price does not include (and that you will be billed by the distribution company for) charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. The average monthly price for service can be found in your Disclosure Summary, which is incorporated into this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- **Hillsborough County:**

- ***Southern New Hampshire Services, Inc.***

- 40 Pine Street  
Manchester, NH 03103  
Phone: (603) 668-8010  
www.snhs.org

- **Cheshire & Sullivan Counties:**

- ***Southwestern Community Services***

- **Cheshire County:**

- 63 Community Way  
PO Box 603  
Keene, NH 03431  
Phone: (603) 352-7512

- **Sullivan County:**

- 96-102 Main Street  
PO Box 1338  
Claremont, NH 03743  
Phone: (603) 542-9528  
www.scshehelps.org

- **Coos, Carroll and Grafton Counties:**

- ***Tri-County Community Action Program***

- 30 Exchange Street  
Berlin, NH 03570  
Phone: (603) 752-7100  
www.tccap.org

- **Stafford County:**

- ***Stafford County Community Action Committee***

- 30 Saint Thomas St  
Dover, NH 03820  
Phone: (603) 749-1334

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

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

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

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

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

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

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

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



## New Hampshire Disclosure Summary

### Residential Customers

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



**Residential and Small Non Residential Standard Offer Service  
Consumer Information about Your Electricity Supply  
1/1/2019 - 12/31/2019**

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

<b>Power Sources</b>			<b>Air Emissions Sources</b>	
This supplier provided electricity with the following resources:			This table compares air emissions from this supplier's electricity mix to average emission levels from all Regional power sources.	
	<u>Supplier's Mix</u>	<u>New England Mix</u>		<u>Supplier's Mix (lbs/MWh)</u>
Biomass	2.20%	2.20%	<b>Carbon Dioxide (CO2)</b>	<b>3134.37</b>
Coal	4.00%	4.00%	<b>Nitrogen Oxide (NOx)</b>	<b>3.94</b>
Diesel	0.50%	0.50 %	<b>Sulfur Dioxide (SO2)</b>	<b>4.2</b>
Digester Gas	0.10%	0.10%		
Efficient Resource	0.20%	0.20%		
Fuel Cell	0.30%	0.30%		
Hydroelectric	7.70%	7.70%		
Hydrokinetic	0.00%	0.00%		
Jet	0.00%	0.00%		
Landfill Gas	0.50%	0.50%		
Solid Municipal Waste	0.70%	0.70%		
Nuclear	27.90%	27.90%		
Natural Gas	40.00%	40.00%		
Oil	5.10%	5.10%		
Solar	3.50%	3.50%		
Trash-to-energy	2.40%	2.40%		
Wind	3.50%	3.50%		
Wood	1.20%	1.20%		
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>		

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

**Additional Information and Required Notes**

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

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

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



## SIMPLEFLEX - AIRLINE REWARDS TERMS AND CONDITIONS

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

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

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

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

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

**Preferred Form of Communication:** You understand that by accepting this Agreement, you have consented to being sent any future notices and disclosures in electronic form, rather than paper form, and have selected

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electronic communications as your preferred method of communication. You also understand and that you have the option to supplement your electronic communications with US Mail at any time during your contract by calling XOOM at 1-888-997-8979 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com).

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

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[www.bm-cap.org](http://www.bm-cap.org)
- **Rockingham County:**  
**Rockingham Community Action**  
 4 Cutts Street  
 Portsmouth, NH 03801  
 Phone: (603) 431-2911



www.rcaction.org

- **Hillsborough County:**  
***Southern New Hampshire Services, Inc.***  
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 Phone: (603) 668-8010  
 www.snhs.org
- **Cheshire & Sullivan Counties:**  
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 Phone: (603) 352-7512
  - **Sullivan County:**  
 96-102 Main Street  
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 Claremont, NH 03743  
 Phone: (603) 542-9528  
 www.scshehelps.org
- **Coos, Carroll and Grafton Counties:**  
***Tri-County Community Action Program***  
 30 Exchange Street  
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 30 Saint Thomas St  
 Dover, NH 03820  
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**Limitation of Liability and Warranty:** XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY

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WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

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

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

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

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

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



**XOOM Energy Airline Rewards Program Terms for  
American Airlines AAdvantage® Members:**

a) American Airlines reserves the right to change the AAdvantage® program and its terms and conditions at any time without notice, and to end the AAdvantage® program with six months notice. Any such changes may affect your ability to use the awards or mileage credits that you have accumulated. Unless specified, AAdvantage® miles earned through this promotion/offer do not count toward elite-status qualification or AAdvantage Million Miler<sup>SM</sup> status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit [aa.com/aadvantage](http://aa.com/aadvantage). American Airlines, AAdvantage, the Flight Symbol logo and AAdvantage Million Miler are marks of American Airlines, Inc.

b) Rewards are subject to the Terms of Service between XOOM and you, including, but not limited to, all terms related to dispute resolution, including the following terms and conditions. XOOM reserves the right to disqualify any account holder from participation in reward programs.

c) After the closing date of each billing cycle XOOM will calculate the total dollar amount of electricity and/or natural gas supply purchased (XOOM service charges) on your behalf (charged to your account during that billing cycle) and the mileage credit due to you as set forth in paragraph (d). XOOM will subsequently request that American Airlines award the AAdvantage® mileage credit. If your XOOM account status is not active and current on the date a billing cycle closes, no XOOM service charges will be reported to American Airlines for that billing cycle. For purposes of this program, active accounts are defined as those that are billing more than \$0 on the XOOM Energy Airline Reward Program plan and those for which XOOM has not received a request on behalf of the customer to discontinue (drop) their service. The dollar amount of XOOM service charges for a billing cycle is the dollar amount of all purchases of electricity and/or natural gas made by XOOM on your behalf and placed on your account during the billing cycle and any XOOM monthly fees, reduced by any credits posted to the account during the billing cycle.

d) You will earn 2 AAdvantage® miles for every one dollar (\$1.00) of XOOM service charges made on your account rounded to the nearest dollar. Please allow 8-10 weeks for mileage postings to appear on your AAdvantage® account statement. There will be delays between the date XOOM makes a XOOM service charge on your behalf, the date XOOM reports your XOOM service charge to American Airlines, and the date that American Airlines credits your AAdvantage® account. For this and other reasons, the records of XOOM and the records of American Airlines regarding accrued mileage may differ. Mileage credits will not be available for use by you until they are awarded by American Airlines. In the event of any discrepancy, the records of American Airlines will control the determination of mileage credit awards.

e) From time to time, XOOM may offer bonuses or other premiums (for example, Account Activation Miles) to new XOOM customers. These bonuses are solely for persons who are not currently, and have not previously been, XOOM customers; therefore, unless otherwise stated, you are not eligible to receive these bonuses for any new XOOM account you open after your initial account is opened. Further, unless otherwise stated, you will only be eligible to receive these bonuses after your 2nd billing cycle as an XOOM account holder if at that time your account status is both current and active as defined in paragraph (c). A single customer is eligible to receive rewards or bonuses for a total of four accounts, regardless of the total number of accounts enrolled. If you receive a bonus for which you are not eligible, XOOM may request American Airlines to revoke the bonus, or reduce your mileage credit by the amount of the bonus, or charge your account for the fair value of the bonus.

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f) For avoidance of doubt, should you choose to change your plan or cancel your XOOM Energy Airline Rewards Program, you will no longer qualify for the XOOM Energy Airline Rewards Program.

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**XOOM Energy Airline Rewards Program Terms for  
Southwest Airlines Rapid Rewards® Members:**

- a) Rapid Rewards® is a program offered by Southwest Airlines®. It is not a product or program of XOOM Energy LLC. Southwest Airlines is solely responsible for establishing the terms and conditions of your participation in the Southwest Airlines Rapid Rewards program. All Rapid Rewards terms and conditions apply and can be found at Southwest.com/rrterms. Southwest Airlines may change or terminate the Rapid Rewards program rules in accordance with the Southwest Airlines Rapid Rewards terms and conditions.
- b) Rewards are subject to the Terms of Service between XOOM and you, including, but not limited to, all terms related to dispute resolution, including the following terms and conditions. XOOM reserves the right to disqualify any account holder from participation in reward programs.
- c) After the closing date of each billing cycle XOOM will calculate the total dollar amount of electricity and/or natural gas supply purchased (XOOM service charges) on your behalf (charged to your account during that billing cycle) and the point credit due to you as set forth in paragraph (d). XOOM will subsequently request that Southwest Airlines award the point credit. If your XOOM account status is not active and current on the date a billing cycle closes, no XOOM service charges will be reported to Southwest Airlines for that billing cycle. For purposes of this program, active accounts are defined as those that are billing more than \$0 on the XOOM Energy Airlines Reward Program plan and those for which XOOM has not received a request on behalf of the customer to discontinue (drop) their service. The dollar amount of XOOM service charges for a billing cycle is the dollar amount of all purchases of electricity and/or natural gas made by XOOM on your behalf and placed on your account during the billing cycle and any XOOM monthly fees, reduced by any credits posted to the account during the billing cycle, rounded up or down to whole dollar amounts. Point accumulation is subject to certain limitations, exclusions, and restrictions by Southwest Airlines. There is no limit to the number of Rapid Rewards points that may be earned. Bonus points do not count toward tier status or Companion Pass status. XOOM is not responsible for awarding points under the Southwest Airlines Rapid Rewards program, arranging or providing any services related to travel, the use of points, any delay, failure, or refusal by Southwest Airlines to award or redeem points for award travel, or any decision by Southwest Airlines to revoke or cancel points or membership in the Southwest Airlines Rapid Rewards program.
- d) You will earn two (2) Rapid Rewards points for every one dollar (\$1.00) of XOOM service charges rounded to the nearest dollar. You will earn 10,000 Rapid Rewards bonus points for each electric account you enroll or 5,000 Rapid Rewards bonus points for each natural gas account you enroll after the account has been active for 2 months. Bonus points will appear in your Rapid Rewards account within eight weeks after you earn your enrollment bonus. Southwest Airlines will show accrued point credits on your Southwest Airlines Rapid Rewards statement. There could be delays between the date XOOM makes a purchase on your behalf, the date XOOM reports your point credit to Southwest Airlines, and the date that Southwest Airlines credits your Southwest Airlines Rapid Rewards account. For this and other reasons, the records of XOOM and the records of Southwest Airlines regarding accrued points may differ. Points will not be available for your use until they are posted to your Rapid Rewards account. In the event of any discrepancy, the records of Southwest Airlines will control the determination of point awards.
- e) From time to time, XOOM may offer bonuses or other premiums (for example, Account Activation Points) to new XOOM customers. These bonuses are solely for persons who are not currently, and have not previously been, XOOM customers; therefore, unless otherwise stated, you are not eligible to receive these bonuses for any new XOOM account you open after your initial account is opened. Further, unless otherwise stated, you will only be eligible to



receive these bonuses after your 2nd billing cycle as an XOOM account holder if at that time your account status is both current and active as defined in paragraph (c). A single customer is eligible to receive rewards or bonuses for a total of four accounts, regardless of the total number of accounts enrolled.

f) For avoidance of doubt, should you choose to change your plan or cancel your XOOM Energy Airline Rewards Program, you will no longer qualify for the XOOM Energy Airline Rewards Program.

g) XOOM is responsible for its obligations under its Agreement with you (the Terms of Service) but XOOM is not responsible for the administration of the Southwest Airlines Rapid Rewards program. Southwest Airlines is not a party to the XOOM Agreement, and Southwest Airlines is not responsible for any goods or services supplied by XOOM.

h) By entering into the XOOM Agreement (the Terms of Service), you will be deemed to have authorized XOOM and Southwest Airlines to share information with each other about your account consistent with the respective privacy policies of XOOM and Southwest Airlines.



## New Hampshire Disclosure Summary

### Residential Customers

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





**Residential and Small Non Residential Standard Offer Service  
Consumer Information about Your Electricity Supply  
1/1/2019 - 12/31/2019**

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

**Power Sources**

This supplier provided electricity with the following resources:

	<u>Supplier's Mix</u>	<u>New England Mix</u>
Biomass	2.20%	2.20%
Coal	4.00%	4.00%
Diesel	0.50%	0.50 %
Digester Gas	0.10%	0.10%
Efficient Resource	0.20%	0.20%
Fuel Cell	0.30%	0.30%
Hydroelectric	7.70%	7.70%
Hydrokinetic	0.00%	0.00%
Jet	0.00%	0.00%
Landfill Gas	0.50%	0.50%
Solid Municipal Waste	0.70%	0.70%
Nuclear	27.90%	27.90%
Natural Gas	40.00%	40.00%
Oil	5.10%	5.10%
Solar	3.50%	3.50%
Trash-to-energy	2.40%	2.40%
Wind	3.50%	3.50%
Wood	1.20%	1.20%
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>

**Air Emissions Sources**

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

	<u>Supplier's Mix (lbs/MWh)</u>
<b>Carbon Dioxide (CO2)</b>	<b>3134.37</b>
<b>Nitrogen Oxide (NOx)</b>	<b>3.94</b>
<b>Sulfur Dioxide (SO2)</b>	<b>4.2</b>

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

**Additional Information and Required Notes**

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

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

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

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## SIMPLEFLEX TERMS AND CONDITIONS

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

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

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

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

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

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

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option to supplement your electronic communications with US Mail at any time during your contract by calling XOOM at 1-888-997-8979 or by sending an email to [customer@xoomenergy.com](mailto:customer@xoomenergy.com).

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

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

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

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

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

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

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

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

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

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

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

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



www.raction.org

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

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

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

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**WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

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

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

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

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

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

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



## New Hampshire Disclosure Summary

### Residential Customers

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



**Residential and Small Non Residential Standard Offer Service  
Consumer Information about Your Electricity Supply  
1/1/2019 - 12/31/2019**

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

<b>Power Sources</b>			<b>Air Emissions Sources</b>	
This supplier provided electricity with the following resources:			This table compares air emissions from this supplier's electricity mix to average emission levels from all Regional power sources.	
	<b>Supplier's Mix</b>	<b>New England Mix</b>		<b>Supplier's Mix (lbs/MWh)</b>
Biomass	2.20%	2.20%	<b>Carbon Dioxide (CO2)</b>	<b>3134.37</b>
Coal	4.00%	4.00%	<b>Nitrogen Oxide (NOx)</b>	<b>3.94</b>
Diesel	0.50%	0.50%	<b>Sulfur Dioxide (SO2)</b>	<b>4.2</b>
Digester Gas	0.10%	0.10%		
Efficient Resource	0.20%	0.20%		
Fuel Cell	0.30%	0.30%		
Hydroelectric	7.70%	7.70%		
Hydrokinetic	0.00%	0.00%		
Jet	0.00%	0.00%		
Landfill Gas	0.50%	0.50%		
Solid Municipal Waste	0.70%	0.70%		
Nuclear	27.90%	27.90%		
Natural Gas	40.00%	40.00%		
Oil	5.10%	5.10%		
Solar	3.50%	3.50%		
Trash-to-energy	2.40%	2.40%		
Wind	3.50%	3.50%		
Wood	1.20%	1.20%		
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>		

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

**Additional Information and Required Notes**

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

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

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

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## SIMPLECLEAN TERMS AND CONDITIONS

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

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

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

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

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

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

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option to supplement your electronic communications with US Mail at any time during your contract by calling XOOM at 1-888-997-8979 or by sending an email to [customer care@xoomenergy.com](mailto:customer care@xoomenergy.com).

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

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

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

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

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

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

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

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

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

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

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

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



www.rcaction.org

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

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

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

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WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

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

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

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

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

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



## New Hampshire Disclosure Summary

### Residential Customers

<b>Product Name</b>	SimpleClean 12		
<b>Length of the Agreement</b>	12 months		
<b>Fixed Per kWh Price</b>	\$0.0919/kWh		
<b>Charges</b>	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used. For more details on your price, please see your Terms and Conditions.		
<b>Fixed Price Residential Customers who use</b>	500 kWh of electricity	1000 kWh of electricity	1500 kWh of electricity
<b>Will Pay</b>	\$0.0919	\$0.0919	\$0.0919
<b>Environmental Characteristics</b>	Yes, 50%		
<b>Early Termination Fee</b>	Yes, \$110		
<b>Late Payment Fee</b>	Yes, greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month.		
<b>Renewal Terms</b>	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. XOOM will send you written notice at no less than 45 days and no more than 60 days prior to the end of the Term. The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew to one of XOOM's available products as described in your renewal notice.		
<b>Electric Assistance Program</b>	Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.		



**Residential and Small Non Residential Standard Offer Service  
Consumer Information about Your Electricity Supply  
1/1/2019 - 12/31/2019**

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

<b>Power Sources</b>			<b>Air Emissions Sources</b>	
This supplier provided electricity with the following resources:			This table compares air emissions from this supplier's electricity mix to average emission levels from all Regional power sources.	
	<u>Supplier's Mix</u>	<u>New England Mix</u>		<u>Supplier's Mix (lbs/MWh)</u>
Biomass	2.20%	2.20%	<b>Carbon Dioxide (CO2)</b>	<b>3134.37</b>
Coal	4.00%	4.00%	<b>Nitrogen Oxide (NOx)</b>	<b>3.94</b>
Diesel	0.50%	0.50 %	<b>Sulfur Dioxide (SO2)</b>	<b>4.2</b>
Digester Gas	0.10%	0.10%		
Efficient Resource	0.20%	0.20%		
Fuel Cell	0.30%	0.30%		
Hydroelectric	7.70%	7.70%		
Hydrokinetic	0.00%	0.00%		
Jet	0.00%	0.00%		
Landfill Gas	0.50%	0.50%		
Solid Municipal Waste	0.70%	0.70%		
Nuclear	27.90%	27.90%		
Natural Gas	40.00%	40.00%		
Oil	5.10%	5.10%		
Solar	3.50%	3.50%		
Trash-to-energy	2.40%	2.40%		
Wind	3.50%	3.50%		
Wood	1.20%	1.20%		
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>		

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

**Additional Information and Required Notes**

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

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

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

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## SIMPLECLEAN 12 TERMS AND CONDITIONS

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

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

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

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

**Price:** Your rate for electric power purchases will be a fixed price of \$0.0919 per kWh, plus taxes and fees, if applicable. You understand that XOOM's price does not include (and that you will be billed by the distribution company for) charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. The average monthly price for service can be found in your Disclosure Summary, which is incorporated into this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## New Hampshire Disclosure Summary

### Residential Customers

<b>Product Name</b>	RescueLock 12		
<b>Length of the Agreement</b>	12 months		
<b>Fixed Per kWh Price</b>	\$0.0939/kWh		
<b>Charges</b>	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used. For more details on your price, please see your Terms and Conditions.		
<b>Fixed Price Residential Customers who use</b>	500 kWh of electricity	1000 kWh of electricity	1500 kWh of electricity
<b>Will Pay</b>	\$0.0939	\$0.0939	\$0.0939
<b>Environmental Characteristics</b>	No		
<b>Early Termination Fee</b>	Yes, \$110		
<b>Late Payment Fee</b>	Yes, greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month.		
<b>Renewal Terms</b>	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. XOOM will send you written notice at no less than 45 days and no more than 60 days prior to the end of the Term. The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew to one of XOOM's available products as described in your renewal notice.		
<b>Electric Assistance Program</b>	Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.		



**Residential and Small Non Residential Standard Offer Service  
Consumer Information about Your Electricity Supply  
1/1/2019 - 12/31/2019**

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

<b>Power Sources</b>			<b>Air Emissions Sources</b>	
This supplier provided electricity with the following resources:			This table compares air emissions from this supplier's electricity mix to average emission levels from all Regional power sources.	
	<u>Supplier's Mix</u>	<u>New England Mix</u>		<u>Supplier's Mix (lbs/MWh)</u>
Biomass	2.20%	2.20%	<b>Carbon Dioxide (CO2)</b>	<b>3134.37</b>
Coal	4.00%	4.00%	<b>Nitrogen Oxide (NOx)</b>	<b>3.94</b>
Diesel	0.50%	0.50%	<b>Sulfur Dioxide (SO2)</b>	<b>4.2</b>
Digester Gas	0.10%	0.10%		
Efficient Resource	0.20%	0.20%		
Fuel Cell	0.30%	0.30%		
Hydroelectric	7.70%	7.70%		
Hydrokinetic	0.00%	0.00%		
Jet	0.00%	0.00%		
Landfill Gas	0.50%	0.50%		
Solid Municipal Waste	0.70%	0.70%		
Nuclear	27.90%	27.90%		
Natural Gas	40.00%	40.00%		
Oil	5.10%	5.10%		
Solar	3.50%	3.50%		
Trash-to-energy	2.40%	2.40%		
Wind	3.50%	3.50%		
Wood	1.20%	1.20%		
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>		

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

**Additional Information and Required Notes**

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

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

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





## RESCUELOCK 12 TERMS AND CONDITIONS

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

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

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

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

**Price:** Your rate for electric power purchases will be a fixed price of \$0.0939 per kWh, plus taxes and fees, if applicable. You understand that XOOM's price does not include (and that you will be billed by the distribution company for) charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. The average monthly price for service can be found in your Disclosure Summary, which is incorporated into this Agreement.

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

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

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

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

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

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- **Cheshire & Sullivan Counties:**

- ***Southwestern Community Services***

- **Cheshire County:**

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Berlin, NH 03570  
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- **Stafford County:**

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Dover, NH 03820  
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**Limitation of Liability and Warranty:** XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

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



## New Hampshire Disclosure Summary

### Small Commercial Customers

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

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**Residential and Small Non Residential Standard Offer Service  
Consumer Information about Your Electricity Supply  
1/1/2019 - 12/31/2019**

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**Power Sources**

This supplier provided electricity with the following resources:

	<u>Supplier's Mix</u>	<u>New England Mix</u>
Biomass	2.20%	2.20%
Coal	4.00%	4.00%
Diesel	0.50%	0.50%
Digester Gas	0.10%	0.10%
Efficient Resource	0.20%	0.20%
Fuel Cell	0.30%	0.30%
Hydroelectric	7.70%	7.70%
Hydrokinetic	0.00%	0.00%
Jet	0.00%	0.00%
Landfill Gas	0.50%	0.50%
Solid Municipal Waste	0.70%	0.70%
Nuclear	27.90%	27.90%
Natural Gas	40.00%	40.00%
Oil	5.10%	5.10%
Solar	3.50%	3.50%
Trash-to-energy	2.40%	2.40%
Wind	3.50%	3.50%
Wood	1.20%	1.20%
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>

**Air Emissions Sources**

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

	<u>Supplier's Mix (lbs/MWh)</u>
<b>Carbon Dioxide (CO2)</b>	<b>3134.37</b>
<b>Nitrogen Oxide (NOx)</b>	<b>3.94</b>
<b>Sulfur Dioxide (SO2)</b>	<b>4.2</b>

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

**Additional Information and Required Notes**

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

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

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

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## BIZSIMPLECLEAN TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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NRG Energy, Inc.  
3711 Market Street, Suite 1000  
Philadelphia, PA 19104

**FILED ELECTRONICALLY AND VIA UPS**

April 29, 2021

New Hampshire Public Utilities Commission  
21 South Fruit St. Suite 10  
Concord, NH 03301

**RE: DM 13-185 XOOM Energy New Hampshire, LLC  
Annual Environmental Disclosure Labels**

To Whom It May Concern,

Attached please find a copy of XOOM Energy New Hampshire, LLC's ("XOOM Energy") Environmental Disclosure Labels in both English and Spanish. Please note that XOOM Energy is also providing a copy of its green Environmental Disclosure Label in both English and Spanish. The green Environmental Disclosure Labels includes the description of the green product in the first sentence of the "Power Sources" section on the labels.

Should you have any questions or require additional information, please contact me at 413.642.3575 or via email at [marc.hanks@directenergy.com](mailto:marc.hanks@directenergy.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Marc A. Hanks". The signature is fluid and cursive, with a long horizontal line extending to the right.

Marc A. Hanks  
Senior Manager, Government and Regulatory Affairs



**Residential and Small Non Residential Standard Offer Service  
Consumer Information about Your Electricity Supply  
1/1/2020 - 12/31/2020**

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

**Power Sources**

This supplier provided electricity with the following resources:

	<u>Supplier's Mix</u>	<u>New England Mix</u>
Biomass	2.20%	2.20%
Coal	0.20%	0.20%
Diesel	0.50%	0.50 %
Digester Gas	0.10%	0.10%
Efficient Resource	0.10%	0.10%
Fuel Cell	0.50%	0.50%
Hydroelectric	6.80%	6.80%
Hydrokinetic	0.00%	0.00%
Jet	0.00%	0.00%
Landfill Gas	0.60%	0.60%
Solid Municipal Waste	0.70%	0.70%
Nuclear	25.20%	25.20%
Natural Gas	46.20%	46.20%
Oil	5.00%	5.00%
Solar	4.70%	4.70%
Trash-to-energy	2.50%	2.50%
Wind	3.60%	3.60%
Wood	1.10%	1.10%
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>

**Air Emissions Sources**

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

	<u>Supplier's Mix (lbs/MWh)</u>
<b>Carbon Dioxide (CO2)</b>	<b>3051.44</b>
<b>Nitrogen Oxide (NOx)</b>	<b>3.12</b>
<b>Sulfur Dioxide (SO2)</b>	<b>1.71</b>

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

**Additional Information and Required Notes**

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