



**PowerSupply Coordination Service Agreement
 New Hampshire Matrix-FPR-AI-Rate Ready (UCB)
 between
 Direct Energy Business, LLC
 and**

	Dated:
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(Legal Entity Name)

CUSTOMER INFORMATION

Contact Name:					
Billing Address:					
City:		State:		Zip:	
Contact Phone:			Fax:		
E-Mail Address:				Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No	

ACCOUNT INFORMATION

Account #:	Service Address 1	Service Address 2	City	State	Zip

PRICE and TERM

Utility (Check One):	Contract Term (Check One):	Price : (\$/kWh)
<input type="checkbox"/> GSECO <input type="checkbox"/> NHEC <input type="checkbox"/> PSNH <input type="checkbox"/> Unitil	<input type="checkbox"/> 6 Months	Contract Start Date (Month/Year):
	<input type="checkbox"/> 12 Months	
	<input type="checkbox"/> 18 Months	
	<input type="checkbox"/> 24 Months	
	<input type="checkbox"/> 36 Months	
	<input type="checkbox"/> Other: _____ Months	

This agreement packet "Agreement Packet" consists of the Terms and Conditions, Pricing Attachment, and Disclosure Summary. The Agreement Packet may be executed in one or more counterparts, including by facsimile or valid electronic signature, and each executed counterpart shall be considered an original, all of which shall constitute one and the same Agreement Packet. To be valid, Buyer must complete this Pricing Attachment. By executing this Pricing Attachment, Buyer acknowledges agreement with Terms and Conditions contained

- x_____ (Please initial) The sales representative or broker has left a copy of this form, the Terms and Conditions and two (2) completed Notice of Cancellation forms with you, any questions regarding these materials have been answered and/or addressed, and you agree to initiate service and begin enrollment or change rate plans with Direct Energy.
- x_____ (Please initial) I am voluntarily signing this Terms and Conditions.
- x_____ (Please initial) I understand that Direct Energy will, and I authorize Direct Energy to, contact the utility and change my provider of electricity to Direct Energy.
- x_____ (Please initial) I understand that the Terms and Conditions is for a FIXED price.
- x_____ (Please initial) I understand that the Terms and Conditions has a specified term as listed in the Disclosure Summary.
- x_____ (Please initial) I understand that the Terms and Conditions has an early cancellation fee, if applicable, listed in the Disclosure Summary.
- x_____ (Please initial) The options available to me at the end of the term of my Terms and Conditions have been explained to me.
- x_____ (Please initial) I have received the Terms and Conditions, have read them, and agree to them.
- x_____ (Please initial) I understand that I have the six (6) business days to rescind this authorization before the Terms and Conditions becomes binding. I understand that after this period expires, I may be subject to an early termination fee if I cancel this Terms and Conditions during the term.

Accepted and Agreed to: Buyer

Sign: _____
Print: _____
Date: _____

Direct Energy Business, LLC

Sign:
Print: _____
Title: _____
Date: _____
CP: _____

Direct Energy Business, LLC reserves the right to rescind this offer at any time prior to Direct Energy Business, LLC's written acceptance.



DISCLOSURE SUMMARY

Product Name	FIXED AI Single Billed		
Length of the Agreement	Fixed [months]		
Fixed Per kWh Price (NA for Variable)	\$ \$/kWh		
Variable Price Components (NA for Fixed)	NA		
Charges	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.		
Fixed Price Small Customers who use	2000 kWh of electricity	4000 kWh of electricity	6000 kWh of electricity
Will pay	\$	\$	\$
Environmental Characteristics	Renewable - No		
Early Termination Fee	<p>Yes - Historical load profile < 100,000 kWh: the lesser of (i) \$200 or (ii) maximum permitted by law; Historical load profile = 100,000 kWh: at Direct Energy's election the greater of (i) \$200 or (ii) Actual Damages</p> <p>Actual Damages: refer to Section 19(a) of our terms and conditions - where Direct Energy is the Damaged Party, the positive difference between the contract price and the market price for the remaining term.</p>		
Late Payment Fee	Yes - a late charge will be assessed at the lower of one-and-one-half (1.5%) percent per month or the highest rate allowed by law		
Renewal Terms	At the end of the Initial Term, this Agreement shall automatically continue on a month to month basis at a variable rate that may be higher or lower each billing cycle as set forth in Section 4.		



1. Nature of Service: This Agreement shall become effective only upon (i) execution by Buyer of the Pricing Attachment of this Agreement; and (ii) the earlier of execution of this Agreement by Direct Energy or written confirmation by Direct Energy of its acceptance of this Agreement to Buyer. Upon such effectiveness, Direct Energy will provide PSC Services and Electricity to meet Buyer's full usage requirements at Buyer's Facility(ies) and Buyer and Buyer will receive and pay for PSC Services and Electricity to meet such usage requirements. Direct Energy will deliver Electricity to the Host Utility for delivery to Buyer's Facility(ies). The Electricity provided under this Agreement will be Firm. Title to, control and possession of Electricity shall pass from Direct Energy to Buyer at the Point of Delivery.

2. Qualification-Authorization to Act as Limited Agent: Without limiting Section 1, as a condition to Direct Energy's obligations hereunder, (a) Buyer is authorizing Direct Energy to obtain all required account and usage information for all Facility(ies) from the Host Utility upon execution of this Agreement and (b) Buyer must be accepted by Direct Energy and the Host Utility into the utility consolidated bill (UCB) program, whereby Buyer will receive a consolidated utility bill for both PSC Services and Electricity provided by Direct Energy and delivery services provided by the Host Utility. Buyer agrees to appoint Direct Energy as its limited agent to perform the necessary tasks associated with its electric generation service and fulfill the terms of this Agreement. Buyer authorizes Direct Energy to execute a letter of authorization, as required by the Host Utility, and to obtain information from the Host Utility that includes Buyer's billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. It is expressly understood that Direct Energy will not countersign this Agreement, purchase Electricity for Buyer's Facility(ies) or provide PSC Services until such condition is met.

3. Term: Direct Energy shall use reasonable efforts to commence service on the Facility(ies) meter read date in the start month stated on the Pricing Attachment. However, Buyer acknowledges that the commencement of service hereunder is dependent upon confirmation by the Host Utility of the completion of all required enrollment processes and if such enrollment processes occur after the Facility(ies) meter read date in the start month stated on the Pricing Attachment, Buyer's Facility(ies) shall be enrolled at the next available meter read date. Service shall continue through the Facility(ies) meter read date in the end month as stated in the Pricing Attachment (the "Initial Term") unless sooner terminated as provided herein. At the end of the Initial Term, this Agreement shall automatically continue on a month to month basis ("Monthly Renewal," each Monthly Renewal together with the Initial Term shall be the "Term") at the market-based costs as set forth in Section 4.

Buyer Acknowledges Price Terms:	
Initial	Here:

Date:	

4. Price: The price per kWh to be paid by Buyer for the Services provided hereunder during the Term of this Agreement (the "Price") shall be that set forth on the Pricing Attachment. The Price includes applicable costs for Energy; Ancillary Services; renewable energy costs as required; losses; all costs associated with Direct Energy's obligation to provide capacity as required by the ISO New England ("Installed Capacity Costs"); all congestion charges, if applicable; and the fee for PSC Services. Any sales taxes, transactional taxes or other governmental or regulatory imposed taxes or surcharges to which Buyer may be subject, are not included in the Price and shall be passed through to be paid by Buyer in addition to the Price.

The Price does not include fuel security program costs and charges, whether arising under or in connection with FERC Order on Fuel Security RMR Tariff and Cost Allocation, Docket Nos. ER 18-2364-000, EL 18-182-000 (December 3, 2018), FERC Order on Exelon Fuel Security RMR, Docket No. 18-1639-000 (December 20, 2018), or otherwise. Any such costs and charges will be passed through to Buyer to be paid by Buyer in addition to the Price.

The Price shall not include any transmission and Distribution charges for services provided by the Host Utility, the system benefits charge, stranded cost recovery charge, or Host Utility taxes.

The price per kWh during any Monthly Renewal will be based on the market-based cost for Energy as determined by Direct Energy, plus all other taxes, costs, charges or fees which are set forth in the Price section of this Agreement. Buyer will not know the price per kWh during any Monthly Renewal prior to being invoiced.

Buyer acknowledges that any costs assessed by the Host Utility or any third party as a result of the provision of service hereunder, including but limited to switching costs, are not included in the Price and shall be the responsibility of the Buyer.

5. Billing and Payment: By accepting this Agreement, Buyer affirmatively consents to the Host Utility sharing of Buyer's billing and payment information with Direct Energy. Buyer will receive from Host Utility a monthly invoice, produced using the rate-ready method and incorporating both the services provided under this Agreement and the Host Utility charges, in accordance with the Host Utility's meter reading and billing cycle schedule. Direct Energy shall have the right to assign to Host Utility all amounts due from Buyer to Direct Energy and Buyer is to remit payment in full to the Host Utility. If Buyer fails to remit payment in full in any month, a late charge will be assessed at the same rate and in the same manner as Host Utility applies late payment charges to its unpaid charges. The Host Utility may, at its option, disconnect all services to Buyer for any failure by Buyer to make full payment of all amounts billed when due in accordance with New Hampshire's Public Utilities Commission's rules for residential and small commercial service. In the case of such disconnection, Buyer shall be responsible for any and all charges required to reconnect service. The Host Utility also reserves the right to cancel bills previously issued and to rebill or back-bill Buyer based on actual meter readings or estimated usage and demand under the Host Utility's billing procedures.

In the event that Direct Energy provides a separate monthly invoice for its service, payment-in-full is due twenty (20) days from the date of the invoice. If Buyer fails to remit payment in full in any month, interest will be assessed on the late balance at the lower of one-and-one-half (1.5%) percent per month or the highest rate allowed by law.

If in any month Direct Energy does not receive the information necessary to invoice Buyer or uses information obtained from a third party meter reading service, Direct Energy may use either estimated data or the third party meter usage data to calculate Buyer's invoice and, upon receipt of actual data in the case of an estimated read, reconcile the amount billed on future invoices.

If Buyer's Facility(ies) have any internal meters, Buyer acknowledges that the usage information for such meters contained on the Direct Energy invoice may vary from that contained upon the Host Utility bill as a result of different billing cycles being utilized for those meter reads.

No adjustments or corrections shall be made to any amount billed after the lapse of the longer of twenty-four (24) months from the date of the invoice or the time frame permitted by the Regional Transmission Operator, the Independent System Operator or the Host Utility's tariff for adjustments to consumption information.

Notwithstanding anything to the contrary of the above, if Buyer is enrolled or becomes enrolled in any net metering program, Buyer understands and agrees that Direct Energy will modify Buyer's billing option to a dual bill option consistent with the description above.

6. Credit: Direct Energy may request that Buyer provide financial information sufficient for Direct Energy to complete a credit review prior to providing service hereunder. If, prior to commencing service or at any time during the Term of this Agreement, Direct Energy has good faith concerns about the creditworthiness of Buyer, Direct Energy may require that Buyer provide reasonable credit assurances, including but not limited to, an escrow account, deposit, letter of credit, or parental guaranty. If such credit assurances(s) is not provided within seven (7) days of being requested by Direct Energy, then such failure shall be deemed an Event of Default under this Agreement and Direct Energy may terminate this agreement without any additional notice. If, as a result of the early termination due to Buyer's failure to provide the requisite credit assurance, Direct Energy incurs direct actual damages in liquidating the Electricity purchased to serve Buyer under this Agreement, Buyer agrees to be responsible for such damages. Direct Energy will calculate the amount of the damages and submit an invoice to Buyer, along with substantiation of the charges, which invoice will be due and payable pursuant to the payment terms of this Agreement.

7. Load Change Information: In order to assist Direct Energy in providing accurate expected usage information to Buyer's Host Utility, Buyer shall timely notify Direct Energy of any anticipated significant changes in its actual usage. Without limiting Buyer's obligation to provide such notice, Buyer shall give Direct Energy at least thirty (30) days' notice ("Notice of Load Change") prior to 1) removing a Facility(ies) from service hereunder as a result of (i) ceasing operations at such Facility(ies), ii) closure of the Facility(ies) or iii) the sale of the Facility(ies) to an unrelated third party, and/or 2) engaging in any load usage reduction as a result of any third party arrangement(s), or program(s). Buyer shall be responsible for payment of any Actual Damages incurred by Direct Energy, if any, as a result of such changes.

Also, if Buyer has a change in usage of 100% or more for its Facility(ies), Direct Energy may pass through the resulting cost increases to Buyer. If Direct Energy elects to pass through such cost increases, Direct Energy will calculate the amount of such costs in a commercially reasonable manner and submit an invoice to Buyer, which invoice will be due and payable pursuant to the payments terms of this Agreement.

8. Change in Law: If regulatory changes shift costs from the Host Utility or ISO to Direct Energy or from Direct Energy to the Host Utility or ISO, then such costs or credits may be passed through to the Buyer. If any laws, orders, decisions, regulations or rules are passed, modified, interpreted or implemented by judicial or regulatory

order, administrative proceeding or legislative enactment, or there is any change in any rate or rate class as to Buyer's Facility(ies), which creates additional costs not currently included in the Price or increases in the cost components of the Price (the "Incremental Charge"), then Direct Energy may pass through such Incremental Charge to be paid by Buyer in addition to the Price and in accordance with the payment terms in this Agreement.

9. Limitation of Liability Disclaimer: EXCEPT WITH RESPECT TO REMEDIES OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, LIABILITY IS LIMITED TO DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY BUSINESS INTERRUPTION DAMAGES. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND COVENANTS THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO ELECTRICITY SOLD HEREUNDER. DIRECT ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Termination: This Agreement may be terminated at any time after the date hereof (i) by mutual consent in writing by the parties, (ii) by either party if there has been an Event of Default that is not cured within fifteen (15) calendar days of the defaulting party's receipt of written notice from the non-defaulting party, (iii) by Direct Energy if Buyer fails to provide the credit assurance requested, pursuant to Section 6 within seven (7) days of being requested by Direct Energy, (iv) by Buyer during the Initial Term subject to damages set forth herein, (v) during a Monthly Renewal pursuant to Section 3, by either party upon providing the other party with thirty (30) days prior written notice, or (v) by Buyer, upon written notice of rescission of this Agreement within (i) five (5) business days from the date of signature when authorization is provided by Buyer in person or in writing or (ii) six (6) business days from the post-marked date of this Agreement mailed by first class mail after Buyer's verbal authorization.

In the event this Agreement is terminated by Buyer prior to the expiration of the Initial Term and where permitted by applicable law (and such termination is not the result of an uncured breach of Direct Energy pursuant to subsection (ii) of Section 10 above) or if Direct Energy terminates this Agreement pursuant to subsections (ii) or (iii) above, the following calculation of Direct Energy's damages shall apply and serve as Direct Energy's exclusive remedy (except in the case of a breach of the confidentiality obligations set forth in Section 16): if Buyer's historical load profile for the 12 months prior to the date of termination was (A) under 100,000 kWh, Buyer shall pay to Direct Energy an amount equal to the lesser of (i) \$200 or (ii) any Actual Damages. Buyer understands and acknowledges that, to the extent that Buyer's historical load profile for the 12 months prior to the date of termination is equal to or over 100,000 kWh, Direct Energy will incur substantial damages as a result of Buyer's breach, and is entitled to be paid the Actual Damages incurred as a result of such breach.

11. Disputes: If either Party in good faith disputes amounts owed, the disputing party will contact the non-disputing party promptly and pay the undisputed amount by the payment due date. The parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the parties are unable to resolve such dispute, the disputing party will pay the balance of the original invoice and either party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than for an invoiced amount, the parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days. Buyer may also contact the New Hampshire Public Utilities Commission Consumer Affairs Division if Buyer has questions about its rights and responsibilities. The toll-free telephone number for the Consumer Affairs Division is 1-800-852-3793; hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. ET.

12. Effect Of Termination: In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except for the payment by the owing Party of any sums due and owing to the other Party for services rendered prior to the termination date, any Actual Damages (in the event of termination under subsections (ii), (iii) or (iv) of Section 10 above), any damages due Direct Energy pursuant to the calculations set forth in the section paragraph of Section 10 above, any confidentiality obligation of either Party which has arisen hereunder and any other obligation hereunder which by its nature survives the termination of this Agreement.

13. Applicable Law: As to matters of construction and interpretation, this Agreement shall be construed, interpreted, and governed under and by the laws of the State of New Hampshire without regard to its choice of law provisions.

14. Parties, Assignment: This Agreement shall inure to and benefit the parties hereto and their permitted successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonable withheld. Notwithstanding the above, Direct Energy may, without the consent of Buyer, assign its rights and obligations under this Agreement for the limited purpose of

default or defaults, whether of a like or different character or nature. No delay or failure by Direct Energy in enforcing any part of this securing credit and financing or to any person or entity succeeding to all or substantially all of the assets of Direct Energy. Further, either party may, without the need for consent from the other party, transfer or assign

this Agreement to an Affiliate of such party provided that such Affiliate has substantially equivalent financial capability to that of the assigning party and that such assignee shall agree to be bound by the terms and conditions hereof.

15. Notices and Correspondence: Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto, including without limitation any termination or disconnection notices, shall be in writing and shall be delivered to either the address specified below or to the address to which bills are sent to Buyer.

Notice sent by facsimile or other electronic means shall be deemed to have been received by the close of the business day on which it was transmitted or such earlier time as is confirmed by the receiving party. Notice delivered by mail shall be deemed to have been received at the end of the third business day after the date of mailing by prepaid first class mail, except that when there is a strike affecting delivery of mail, all notices shall be delivered by courier or by facsimile or other electronic means.

Direct Energy: Attn: Customer Service Manager

1001 Liberty Avenue, Pittsburgh, PA 15222

Phone: (888) 925-9115; Fax: 412-644-6681; Monday through Thursday from 7:00AM -- 5to 7:00PM (EPT) Eastern Time and Friday 7:00AM to 6:00PM Eastern Time

Buyer: To the address specified upon the Pricing Attachment.

16. Confidentiality: Neither Party will disclose the terms of this Agreement, or any information of the other Party which it knows or reasonably should know to be confidential or proprietary (other than to the party's employees, lenders, counsel, consultants, agents or accountants who have agreed to keep such terms confidential) except when disclosure may be required by law, is required to carry out the terms of this Agreement or with the prior written consent from the other Party. The parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. This provision shall survive the termination of this Agreement for a period of two (2) years.

17. Representations and Warranties: As a material inducement to entering into this Agreement, each party, with respect to itself, hereby represents and warrants to the other party as follows:

- a. it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement;
- b. the execution and delivery of this Agreement are within its powers, have been duly authorized by all necessary actions and/or board approvals, and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it;
- c. this Agreement constitutes a legal, valid and binding obligation of such party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditors' rights generally and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending;
- d. there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it or, to its knowledge, threatened against it;
- e. if it is a property management company or other agent acting on behalf of the owner of the Facility(ies), it has the authority to execute and bind the Facility(ies) to this Agreement for the term stated in the Pricing Attachment and that the term of its agreement with the owner of the Facility(ies) is equal to or greater than the term of this Agreement;
- f. the Facility(ies) to be provided the services described herein are not contractually bound by another agreement for Electricity services that will overlap with the term stated in the Pricing Attachment and meet the qualifications of this Agreement as set forth in Section 2 herein;
- g. Buyer is the intended end-use customer for all Electricity purchased under this Agreement, has entered into this Agreement for non-speculative purposes, and will not resell any of the Electricity purchased under this Agreement.

Each party covenants that it shall cause its respective representations and warranties to remain true and correct throughout the term of this Agreement.

18. Miscellaneous:

- a. Waiver: No waiver by either party of any default or defaults by the other party under this Agreement shall operate as a waiver of any future Agreement shall be deemed a waiver of any of its rights or remedies.
- b. Counterparts: This Agreement may be executed in one or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail, courier or electronic mail, all of which together shall constitute one and the same Agreement.
- c. Severability: the various provisions of this Agreement are severable. The invalidity, illegality, or unenforceability of any portion or provision shall not affect the validity, legality, or enforceability of any other portion or provision of this Agreement.

- d. Entire Agreement: This Agreement, the Disclosure Summary and the Pricing Attachment contain the entire understanding of the parties with respect to the subject matter contained herein. There are no promises, covenants or understanding other than those expressly set forth herein. This Agreement may only be amended by a written instrument executed by both parties. Any modifications to the Pricing Attachment must be accepted and agreed to in writing by Buyer.

19. Definitions: As used herein, unless the context clearly indicates otherwise, the following terms shall have the meaning set forth below:

- a. "Actual Damages" means the total amount of the loss that the non-defaulting party (or, in the event of a termination without cause, the non-terminating party) (as applicable, the "Damaged Party") would experience as a result of termination. As to each terminated transactions, Actual Damages shall be deemed to equal: (A) where Direct Energy is the Damaged Party, the positive difference, if any, between the contract price as defined in the Price section of the Agreement of the Electricity for the remaining term of such terminated transaction and the market price of the Electricity for the remaining term of such terminated transaction, in each case as determined by Direct Energy in a commercially reasonable manner; and (B) where Buyer is the Damaged Party, the positive difference, if any, between the market price of the Electricity for the remaining term of such terminated transaction and the contract price as defined in the Price section of the Agreement of the Electricity for the remaining term of such terminated transaction, in each case as determined by Direct Energy in a commercially reasonable manner. For the avoidance of doubt, "contract price" shall include the PSC Services fee for purpose of the above calculations.
- b. "Ancillary Service" means wholesale electric services and products required to facilitate delivery of Energy to the Host Utility.
- c. "Distribution" means all delivery service for Energy and applicable Ancillary Services provided by the Host Utility.
- d. "Electricity" means the combination of Energy and Ancillary Services which are provided by Direct Energy under this Agreement.
- e. "Energy" means electrical energy, as measured in kilowatt hours (kWh) or megawatt hours (MWh).
- f. "Event of Default" means: (a) the failure of a Party to make, when due, any payment that is required under this Agreement; (b) any representation or warranty made by a Party that proves to be false or misleading in any material respect; (c) the failure of a Party to perform its obligations under this Agreement, except to the extent such failure is caused by a Force Majeure event; (d) Buyer's failure to cooperate with Direct Energy as reasonably required in order for Direct Energy to perform its obligations under this Agreement. If an Event of Default has occurred, (a) the non-defaulting Party shall have the right to setoff and net against any undisputed amounts owed by the defaulting Party to the non-defaulting Party under this Agreement, and (b) Direct Energy shall additionally have the right to setoff and net against any deposit or security provided by Buyer pursuant to this Agreement and any amounts, charges or damages owed by Buyer to Direct Energy.
- g. "Facility(ies)" means the electric account meter(s) located at the service addresses for which Buyer has the authority to purchase Electricity under this Agreement and which are set forth on the Pricing Attachment.
- h. "Firm" means that parties may only suspend performance hereunder to the extent that such performance is prevented for reasons of Force Majeure.
- i. "Force Majeure" means any "Act of God" or other unexpected and disruptive event beyond the reasonable control of either party that interferes with either party's ability to perform its obligations under this Agreement, except for the obligation to pay monies due. Any party which is unable to perform its obligations hereunder as a result of a Force Majeure event shall provide written notice to the other party of the existence of such event and exercise due diligence to remove such event with all reasonable dispatch. It is expressly understood by the parties that the ability of Direct Energy to sell the products and services provided hereunder at a price greater than the Price paid by Buyer shall not constitute an event of Force Majeure. Conversely, the ability of Buyer to purchase the products and services provided hereunder for an amount less than the Price shall not constitute an event of Force Majeure.
- j. "Host Utility" means any investor-owned utility, municipal utility, public utility, or other provider of electric lines whose system is directly interconnected with and which provides Distribution to Buyer's Facility(ies).
- k. "Point(s) of Delivery" shall mean the points where Energy is delivered to the Host Utility.
- l. "Power Supply Coordination (PSC) Services" are the services provided by Direct Energy to match the Facility(ies) load, as described in this Agreement. As described in Section 4 herein, the fee for PSC Services is included in the Price to be paid by Buyer.
- m. "Disclosure Summary" means a summary of the terms of this Agreement.
- n. "Transmission" means all delivery services for Energy, Capacity and applicable Ancillary Services to the Host Utility at any voltage level, which are regulated by the Federal Energy Regulatory Commission ("FERC") and does not include transmission delivery services provided by the Host Utility.
- o. "Renewable Energy Costs" means certain renewable energy costs and charges arising from state law and/or regulation, including renewable energy portfolio standards."

1001 Liberty Avenue, Pittsburgh, PA 15222

www.Directenergybusiness.com Phone: (888) 925-9115



Direct Energy Business, LLC
1001 Liberty Ave., Suite 1200
Pittsburgh, PA 15222

Environmental Information for Electricity offered by Direct Energy Business, LLC

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

Energy Source (Fuel Mix)

Direct Energy Business, LLC used the following energy resources to supply electricity in New Hampshire for the period January 1, 2017 through December 31, 2017

<u>Power Source</u>	<u>Percentage</u>	<u>New England Regional Avg.</u>
Biomass	2.01%	2.01%
Coal	4.60%	4.60%
Hydro	6.97%	6.97%
Imported Power	0.00%	0.00%
Landfill Gas	.55%	.55%
Municipal Trash	1.04%	1.04%
Natural Gas	37.53%	37.53%
Nuclear	28.98%	28.98%
Oil	8.32%	8.32%
Other Renewable	3.09%	3.09%
Solar	2.24%	2.24%
Wind	3.08%	3.08%
Wood	1.59%	1.59%
<u>Total</u>	<u>100.00%</u>	<u>100.00%</u>

Air Emissions

Carbon Dioxide (CO₂), Nitrogen Dioxide (NO₂) and Sulfur Dioxide (SO₂) emission rates from these sources relative to the regional average.

<u>Emission Type</u>	<u>Pound per MWh</u>	<u>% Of Regional Average</u>
Nitrogen Oxides (NO _x)	0.96	100%
Sulfur Dioxide (SO ₂)	1.50	100%
Carbon Dioxide (CO ₂)	909.85	100%

For assistance, and/or additional information about this label, please contact DEB's Customer Care Center at (888) 925-9115 or the New Hampshire Public Utilities Commission at (800) 852-3793.



Direct Energy Business, LLC 1001
Liberty Ave., Suite 1200
Pittsburgh, PA 15222

Definitions

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

Emissions: Carbon Dioxide (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 (NO_x) form when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may cause respiratory illness with frequent high level exposure. NO_x 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.