



Terms and Conditions

Resident Power Natural Gas and Electric Solutions, LLC (“Resident Power”) is a New Hampshire Limited Liability Company. “We”, “us” and “our” refers to Resident Power. “You” or “your” refers to you, the Customer. Resident Power will maintain your information with the strictest confidentiality and will utilize it only in the course of providing the services contemplated under these terms and conditions. Please read the terms and conditions below carefully as offers and opportunities may vary depending on utility, state and region of service.

1. Appointment of Agent: You hereby appoint Resident Power as your exclusive agent, for a period of 12 months from the date of enrollment, to act in your name, place and stead in any way which it could act with respect to researching, negotiating, executing, terminating, assigning, rescinding and providing electricity supply rates and service agreements with non regulated power providers, competitive energy suppliers, sellers or service providers (“NPP’s”).

2. Authority to Sign/Enroll: By accepting the terms and conditions and completing the online or hard copy enrollment form you are representing that you have the authority to sign on behalf of the electricity account/s listed, and that you are either the account owner or the owner’s duly authorized representative.

NOTICE: Anyone enrolling customers without their express permission shall be liable for any and all suits, complaints, damages, fines or charges resulting therefrom. Resident Power does not condone or tolerate customer “slamming” and will turn in any person or persons discovered to be engaged in any such activity to the proper authorities. If you feel that you have been a victim of improper or unauthorized enrollment please contact Resident Power at Info@ResidentPower.com and include “INVALID ENROLLMENT” in the subject line. If you are already under contract with another supplier, broker, aggregator, non regulated power provider, etc... [other than the utility] and you enroll with Resident Power, it is your responsibility to inform Resident Power in writing as to when your current supply/aggregation contract expires. Resident Power is not responsible for any early termination penalties that may be charged to you by other suppliers or aggregators as a result of your enrollment with Resident Power.

3. Price: You will be billed at the rate set forth in your “Supplier Notice” for the notified term. Please note that Resident Power cannot find you a lower cost source for your transmission and distribution charges, as those charges are the domain of your utility company and will remain as such even after we find you a new electricity supplier/NPP. Therefore, our guarantee of a lower price relates ONLY to the per kWh electricity charge for electricity supply

and does not extend to, describe, or pertain to any other service, offering, product, or charge levied by your local utility company. Furthermore, Resident Power offers no guarantee of savings Resident Power for renewal offers and will make best efforts to secure optimal pricing with an NPP at the time of renewal.

While Resident Power makes best efforts to secure the lowest cost electricity supply rate available, choosing Resident Power does not guarantee savings against the standard offer from your local utility company (“LDC”), nor does it guarantee savings against other alternative suppliers/non-regulated power providers.

NOTICE: National Grid Rhode Island customers may be subject to a one-time billing adjustment, in the form of a charge or credit, if they are currently receiving service on the default fixed rate from National Grid. This charge will appear on the last invoice billed to the customer for standard offer service. Please note that this charge is not calculated nor collected by Resident Power, or any NPP. Further information regarding this charge can be found at:

<http://www.ripuc.org/>

4. Term: Your enrollment in our energy program starts on the day of sign up and submission, and lasts for a period of 12 months from that date. If you wish to be removed from the Resident Power program you must inform us in writing 30 days prior to the expiration of your 12 month term, or you will be automatically renewed for another 12 months. This term listed under this Appointment of Agent does not relate to any Agreement entered into on your behalf by Resident Power with an NPP while acting under the authority provided herein. When a new electricity rate and NPP have been secured on your behalf, you will be notified of your new terms and conditions at that time by Resident Power via a supplier notice delivered either electronically or via regular mail.

NOTICE: Contracts with NPPs may take 1 to 2 billing cycles to take effect. Meter read dates are scheduled by the Local Utility and cannot be changed by Resident Power. In the event of a change in scheduled meter read dates, Resident Power is not responsible for delays in service.

5. Opting Out: It is the customer’s responsibility to opt out of any offer provided by Resident Power in the event they wish to do so. Opting Out does not constitute cancellation of Customer’s agreement with Resident Power and a new supply offer may be sent to the Customer thereafter.

NOTICE: Unsubscribing from an email list does not constitute cancelling an agreement or opting out of an offer. All cancellations and opt outs must be sent to Resident Power directly and will be confirmed upon processing of the request.

6. Cancellation: Under this Agreement you are enrolled with Resident Power for a period of 12 months from the date of sign up. At the expiration of the 12 month period, either party may cancel this Appointment of Agent 30 days prior to its expiration, otherwise you will have been

deemed to renew for another 12 month interval. You will continue to auto renew for 12 month intervals until such time as either party cancels. In order to successfully cancel, the cancelling party must submit a written notice of cancellation at least thirty (30) days prior to the next expiration date. In the event that you have already been enrolled with a NPP, cancellation of your Agreement with Resident Power will have no impact on the terms and conditions entered into between you and the NPP. It is the customer's responsibility to cancel with the NPP, if the agreement with Resident Power is terminated prior to the end of the Customer's contract.

NOTICE: If you move within state, please notify us of your new account number(s) within (60) days for re-enrollment and your early termination fee will be waived.

NOTICE: Your termination of the Resident Power Agreement is only valid, if you inform Resident Power in writing of your desire to terminate. Resident Power is not liable for any actions it takes on customer's behalf under this Agreement if Customer has not informed Resident Power of their decision to terminate.

7. Renewal: Prior to the expiration of your current supply agreement, Resident Power will notify you of the renewal rate and terms, via email or US Postal Service. At this time, you will be given an opt out period of no less than 3 business days if received electronically, or 5 business days from postmarked date. Please refer to Section 5 and Section 6 for Opting Out and Cancellation instructions.

8. Early Termination: In order to provide our services, you may not sign with another electricity broker or supplier while under contract with Resident Power. You have authorized Resident Power as your exclusive procurement agent for electricity; therefore if you leave prior to proper Cancellation/termination, Resident Power reserves the right to charge a \$100 early termination fee. See Section 4 Cancellation for more details.

9. Information Release Authorization: Through your enrollment via web, mail, telephone or other method you agree with the terms and conditions contained within this document and authorize Resident Power to act on your behalf, with your local utility company (i.e. PSNH) to release or allow access to us any pertinent account information, including, but not limited to account number, usage information, payment history, etc...

10. Dispute Resolution: In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. If you have any concerns about your bill, you may call our Customer Service department (M-F 9AM-5PM EST) at (603)-232-9293 or send a letter to Resident Power, 816 Elm Street, Suite 364, Manchester, NH 03101, or send an e-mail to Info@ResidentPower.com

11. Low Income Eligibility: A discount electric rate is available to qualifying residential customers by your utility company. If you are currently on such a rate with the utility company, we suggest that you do not enroll in our program as we cannot guarantee a lower electricity rate against nonpublished, specialized enrollment rates, such as those for low income eligibility.

12 Responsibility to Inform: It is the Customer's responsibility to inform Resident Power of any changes to their utility account, including but not limited to loss or gain of an unpublished discount (i.e. Low Income Assistance Programs), installation of generation equipment (solar panels, geothermal units, etc.). Resident Power is not liable for damages incurred from loss of a discount utility program due to Customer's enrollment with Resident Power.

13. Governing Law and Regulations: This Agreement shall be governed by, construed, enforced and performed in accordance with the laws of the State of New Hampshire.

14. Emergency Service: In the event of an electric emergency or service interruption, you should immediately call your local utility company.

15. Assignment: Resident Power may assign or transfer your account/s to another entity at any time under the same or substantially similar terms and conditions, unless otherwise agreed between Resident Power and the other entity. In such cases, Resident Power will use best efforts to provide you with 30 days notice via electronic mail. If you have not provided a valid electronic mailing address to Resident Power, Resident Power reserves the right to inform you by publishing such notice on their website at www.Residentpower.com

16. Supplier Notice to Customers and Supplier Affiliations: Resident Power will send notice once a new NPP/supplier rate is secured for your home or small business. Customers do have the ability to opt out of any rate offered for a period of five (5) business days from receipt of such offer. Resident Power will utilize the mailing or email address provided by Customer and is not liable for any undelivered supplier notices resulting from incorrect electronic or physical mailing addresses. Customers are encouraged to double check their enrollment forms to ensure that all information is input completely and accurately. CEP Business Affiliation Notice for New Hampshire customers: Resident Power has ownership affiliations with Power New England (PNE) and Halifax American (HAEC), both of which are registered suppliers within the New England electricity markets.

Thank you for your enrollment and we appreciate your support.

Don't forget to Like Us on Facebook at <http://www.facebook.com/ResidentPower>

Sincerely,

Your Resident Power Team



Email Users: Don't forget to allow email from ResidentPower.com, as some mail servers may direct our letters and notices into your SPAM filter.