

Summer Energy Northeast, LLC
DISCLOSURE SUMMARY
(Small Commercial Customers)

Product Name	___ Month Fixed Rate		
Length of the Agreement	___ Months		
Fixed Per kWh Price	\$.___ per kWh		
Variable Price Components	N/A		
Fixed Price Residential Customers who use	2000 kWh of electricity	4000 kWh of electricity	6000 kWh of electricity
Will pay	{2000 x fixed rate}	{4000 x fixed rate}	{6000 x fixed rate}
Environmental Characteristics	This product does not include renewable energy beyond the minimum required by the New Hampshire Renewable Portfolio Standard.		
Early Termination Fee	Customers on a fixed rate agreement who terminate this Agreement after the rescission period and prior to the expiration of the Initial Term, will be charged an early cancellation fee. The early cancellation fee is _____ if the remaining term is ___ months or less, _____ dollars if the remaining term exceeds ___ months.		
Late Payment Fee	Bills not paid by their due date are subject to a late payment fee. Please consult your Utility's tariffs for information regarding late fees on delinquent payments		
Renewal Terms	A contract expiration notice will be sent to you at least forty-five (45) days prior to the end of your Term. The expiration notice will explain your options for renewing your Agreement with Summer Energy. If you do not choose another option at least 3 business days prior to the last meter read date of the Initial Term, upon the contract's expiration, you will automatically continue to be served by Summer Energy pursuant to a variable rate plan on a month-to-month basis unless you select another product or electric supplier.		

NEW HAMPSHIRE

Terms and Conditions

1. AGREEMENT TO SELL AND PURCHASE ENERGY: This is an Agreement between Summer Energy Northeast, LLC (“Summer” or “Seller”). Summer is licensed by the New Hampshire Department of Energy (“NH DOE”) (Registration No. _____) to offer and supply electric services in New Hampshire. This contract sets forth the terms and conditions between Summer and the undersigned customer (“Buyer” or “Customer” or “you”) under which Customer shall initiate electricity supply service and begin enrollment with Summer (the “Contract” and/or “Agreement”), which includes the Disclosure Summary and these Terms and Conditions. You agree to purchase electric service from Summer for the Account Number(s) and Service Address(es) identified by you during the Telephone Enrollment Third Party Verification, the execution of the Sales Agreement, and/or the Web Enrollment (which serves as an electronic signature all of which will be followed by written confirmation by U.S. Mail or electronic mail). Subject to the Contract Summary and these Terms and Conditions of this Agreement, Summer agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the electric supply, as estimated by Summer, necessary to meet Customer’s requirements based upon consumption data obtained by Summer or the delivery schedule of the Electric Distribution Company (the “EDC” or “Utility”). The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Summer or the EDC’s delivery schedule. The EDC will continue to deliver the electricity supplied by Summer. You will receive a single bill from your local utility that will contain your electric distribution charges and Summer’s charges.

2. BILLING: Customer usage for energy supplied under this Agreement, will be measured by the Utility. Customer will receive a single bill for both commodity service and delivery costs from the Utility and payment is due by date provided on Customer’s Utility bill. Payments are due on the date determined by your local Utility and stated on your local Utility bill. Bills not paid by their due date are subject to a late payment fee. Please consult your Utility’s tariffs for information regarding late fees on delinquent payments, termination of service for non-payment, security deposits, payment arrangement plans, and other payment and credit terms.

3. Price – Fixed Rate: The price you will pay for electricity supply during the Initial Term of this Agreement will be \$[0._____] per kWh. This Agreement does not include Utility charges, and your Utility will bill you for its charges related to the delivery of electricity, including but not limited to the price of transmission and distribution, the systems benefits charges, stranded cost recovery charge and taxes. Your Summer Energy price includes supply services only and does not include any applicable taxes. If you have been a customer of the EDC’s basic service supply, you may compare your price to the EDC’s basic service price by referring to the supplier services portion of your most recent electric bill or the EDC’s website. In addition, you are responsible for paying your EDC’s distribution and transmission charges as well as any other applicable charges, such as the system benefits charge, stranded cost recovery charge and taxes.

Environmental Characteristics & Renewable Energy Information. If you select an electric renewable energy plan, _____ percent (____%) of your electricity usage will be matched with renewable energy credits (RECs), generated from qualifying renewable or alternative energy sources in the United States that include at least one of the following types of renewable generation: wind, solar, biomass, biogas, hydroelectric, off-shore wind, tidal (ocean), fuel cells, liquid biofuel, and any other generation source that qualifies as renewable..

4. TERM This Agreement shall begin on the date set by your Utility and shall continue for the term set forth in the Contract Summary (the “Initial Term”). A contract expiration notice will be sent to you at least forty-five (45) days prior to the end of your Term. The expiration notice will explain your options for renewing your Agreement with Summer Energy. If you do not choose another option at least 3 business days prior to the last meter read date of the Initial Term, upon the contract’s expiration, you will automatically continue to be served by Summer

Energy pursuant to a variable rate plan on a month-to-month basis unless you select another product or electric supplier. Please note that variable prices can increase without notice and may exceed your EDC's basic service supply price. There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified of your next month's variable price upon receipt of your monthly bill. You can contact Summer each month at 833-207-3523 or visit www.summernortheast.com to obtain variable price information. Historical pricing is not indicative of present or future pricing.

5. CONTRACT AMENDMENT: In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in Summer incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges and you will be notified of these changes in service terms by written notice discussed in Section 7 below.

6. RIGHT OF RESCISSION: Residential and small commercial customers have the right to rescind this Agreement without penalty within 5 business days from the date you receive this agreement electronically; within 6 business days from the postmarked date of this agreement if sent by first class U.S. Mail, or within 10 business days from the date you receive the agreement electronically if enrollment took place in person at your residence, or within 11 business days from the postmarked date of this agreement if sent by first class U.S. mail and if enrollment took place in person at your residence. ("Rescission Period"). To rescind this Agreement, contact us by phone at 833-207-3523 Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Summer at 539 West Commerce Street, Suite 1671, Dallas, TX 75208. Any cancellation after the Rescission Period shall be subject to the "Cancellation/Termination" provisions.

7. CHANGE IN TERMS: If we propose to change the terms of service, you will receive advance written notice from Summer. In accordance with New Hampshire Administrative Rule Puc 2004.02(e), Customer may indicate a preferred method for receiving communications related to their electric supply service. Available communication methods include: (i) Email; (ii) U.S. Postal Mail; or (iii) Text message communications for notices, where available. Customer's selected communication preference will be recorded at the time of enrollment. Summer will deliver notices and communications using Customer's selected method unless the Customer updates their preference.

8. CANCELLATION BY SUMMER: During the Initial Term, Summer may cancel this Agreement at the end of any time for any reason upon thirty (30) days written notice to Customer at the Service Address you provided.

9. EFFECT OF CANCELLATION: If Summer cancels this Agreement early, Customer will be returned to the Utility unless Customer selects a different third-party supplier. The effective cancellation date will be determined by the Utility.

10. CANCELLATION: To cancel this agreement, you may call, email, or write Summer Energy or your local Utility at the contact information provided below, or contract with an aggregator granted agency authority or contract with a new CEPS for electricity supply. Residential and small commercial customers have the right to change CEPS at any time with no advance notice requirement, subject to the payment of termination fees (if any) as described below. When you cancel services, you agree to pay for the services provided by Summer Energy through the date you are switched to another electric supplier or returned to the Utility for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date which follows the date on which Summer Energy gives the Utility notice of your cancellation request. You are responsible for all charges incurred through the date on which cancellation and the resultant switch is effected by the Utility. A final bill will

be rendered within 45 days after the final scheduled meter reading by the Utility or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided.

11. PENALTIES, FEES AND EXCEPTIONS: You may cancel this Agreement at any time. A final bill will be rendered within 45 days after the final scheduled meter reading by the EDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided. **There is no early cancellation fee for variable rate plans.** Customers on a fixed rate agreement who terminate this Agreement after the rescission period and prior to the expiration of the Initial Term, will be charged an early cancellation fee. The early cancellation fee is _____ if the remaining term is _____ months or less, _____ dollars if the remaining term exceeds _____ months

12. AGENCY:

For electric customers, Customer hereby designates Summer as agent to; (a) arrange and administer contracts and service agreements between Customer and Summer and those entities (including ISO New England) engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Summer as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. The Sales Points for the electricity will be a point at the ISO-NE Summer load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

13. DELIVERY POINT, TITLE AND TAXES: Summer will cause the energy to be delivered to the applicable utility or ISO at any point of interconnection between the applicable third-party transmission systems and those of the EDC or ISO (the "Delivery Point"), at Summer's sole cost and expense. Customer and Summer agree that title to, control of, and risk of loss to the electricity supplied by Summer under this Agreement will transfer from Summer to Customer at the Sales Point(s).

14. WARRANTY: This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Summer. Summer makes no representations or warranties other than those expressly set forth in this Agreement, and Summer expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

15. FORCE MAJEURE: In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's EDC, pandemic or Summer's transportation capacity, or Customer's EDC appropriation of electricity, etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electricity under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

16. LIABILITY: The sole remedy in any claim or suit by Customer against Summer will be direct, actual damages limited to the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months. Customer waives all other remedies at law or in equity. IN NO EVENT WILL EITHER SUMMER OR CUSTOMER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

17. MEASUREMENT: Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the EDC.

18. DISPUTE RESOLUTION/WAIVER OF JURY TRIAL: In the event of a billing dispute or a disagreement involving Summer's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Summer by telephone or in writing as provided herein. If after communication with Summer, Customer is not satisfied, Customer may contact the NH DOE, Consumer Services Division. By Phone: 1-800-852-3793.

ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT OR ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF NEW HAMPSHIRE OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION OR PERTAINING TO THE MARKETING OR PERFORMANCE OF SUMMER'S SERVICES.

19. ASSIGNMENT: Customer may not assign its interests in and obligations under this Agreement without the express written consent of Summer. Summer may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, or other entity as authorized by the NH DOE. In the event this Agreement is to be assigned to another energy supplier, or other entity, Summer will provide advance written notice to the Customer with the new energy supplier, or other entity's name, contact information, estimated date of transfer, and confirmation that the contract terms and conditions will remain unchanged.

20. TELEPHONIC COMMUNICATION: By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from Summer its affiliates and/or assigns, at the telephone number(s) you provide to Summer its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

21. INFORMATION RELEASE AUTHORIZATION: Throughout the term, you authorize Summer to obtain information from the EDC that includes, but is not limited to: consumption history, billing determinant, public assistance status, existence of medical emergencies, status as to whether Buyer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods, tax status and eligibility for economic development or other incentives. This information, including Customer's personal information including name, address, telephone number will not be disclosed to a third-party unless required by law and may be used by Summer to determine whether it will commence and/or continue to provide energy supply service to Customer. By accepting the terms of service, Customer affirmatively consents to the utility sharing billing and payment information with Summer Energy, including the customer's participation in budget billing or extended payment arrangements. Customer's execution of this Agreement shall constitute authorization for the release of this information to Summer. We will not release information to any unaffiliated third party without your consent

unless, except as otherwise permitted under PUC 2004.19 or if we are required to do so by law. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to Summer or calling Summer at 833-207-3523. Summer reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

22. CONTACT INFORMATION: Customer may contact Summer Service Contact Center at 833-207-3523. Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Summer at 539 West Commerce Street, Suite 1671, Dallas, TX 75208. 833-207-3523. Website: www.summernortheast.com. operations@summernortheast.com

Consumer Protection Rights: To obtain information on consumer protection rights or responsibilities you may contact the New Hampshire Department of Energy, Consumer Services Division.

By Phone: 1-800-852-3793, Monday – Friday, 8:00 am – 4:30 pm. In writing at:

New Hampshire Department of Energy, Consumer Services Division 21 South Fruit Street, Suite 10 Concord, NH 03301-2429

Do Not Call: Customer may sign up for the Federal Trade Commission’s National Do Not

Call Registry either by telephone at 1-888382-1222 or via the internet at <http://www.donotcall.gov>

23. EMERGENCY SERVICE: In the event of an electric power outage or other emergency, please contact your utility using the following numbers:

Eversource: 1-800-662-7764; 1-800-346-9994 (TTY/TDD)

Liberty: 1-855-349-9455

Unitil: 1-888-301-7700

24. CHOICE OF LAWS: Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New Hampshire. This Agreement shall be construed under and shall be governed by the laws of the State of New Hampshire without regard to the application of its conflicts of law principles.

25. PARTIES BOUND: This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

26. CONFIDENTIALITY: Customer agrees that for so long as this Agreement remains in effect and for a period of two (2) years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Summer.

27. FORWARD CONTRACT: Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code (“Code”); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Seller is not a “Utility” as defined in the Code; (d) Electric supply will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.

28. ONSITE GENERATION/NET METERING: If you currently own or plan to install during the term of this Agreement solar, wind, or other eligible renewable electrical generating facilities in order to supply all or part of your electricity usage and such generating facility is or will be net metered by the EDC, you must notify us in order for us to determine your eligibility to enroll with Summer or continue to be served by Summer. Summer reserves the right to terminate this Agreement in its sole discretion if Customer installs generating facilities to supply all or part of Customer’s electricity usage.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ ALL TERMS AND CONDITIONS AND THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER.

Customer’s Authorized Representative

Name_____

Signature_____

Date_____

Summer Authorized Representative

Name_____

Signature_____

Date_____