

TERMS OF SERVICE

Version No. 1

Effective Date: July 1, 2015

THIS STANDARD SERVICE AGREEMENT, the Disclosure Label, Introductory Letter, and Contract Disclosure Statement (together "Customer's Introductory Kit"), and any Renewal Notice (if applicable) (collectively, the "Agreement") will reflect Customer's entire agreement with North American Power and Gas, LLC ("NAP" or "North American Power") and supersede any oral or written statements made in connection with the Contract for electricity supply. This Agreement authorizes North American Power to change your electric supplier with your Local Utility (each, "Local Utility" being Central Maine Power Company, and Emera Maine"). North American Power will supply all the electricity that Customer needs for its home or small commercial business. The services provided by North American Power are governed by the terms of this Agreement. These Terms of Service are required to be periodically filed with the Maine Public Utilities Commission ("ME PUC"). The Agreement also is available on request.

SERVICE: North American Power will supply all the electricity that Customer needs for its home or business ("Supply Service"). North American Power is a retail marketer of electricity (also referred to as a Competitive Electricity Provider ("CEP")) and not Customer's Local Utility. The Local Utility will continue to deliver electricity to Customer's home or business ("Distribution Service"), read Customer's meter, bill Customer, and make repairs. The Local Utility will also respond to emergencies and it will remain Customer's point of contact in the case of power outage.

TERM: The term of this Agreement shall be fixed for the initial period as specified in Customer's Contract Disclosure Statement ("Initial Term") and in any Renewal Notice. North American Power will begin providing Supply Service when the Local Utility successfully changes Customer's account to North American Power. For new Customers, Customer start date will be on the first meter read date after Customer's Local Utility successfully enrolls or switches Customer's account. This process may take up to ninety (90) days. For renewal Customers, supply service shall continue seamlessly. This Agreement is subject to the eligibility requirements of the Local Utility and North American Power may choose not to accept this Agreement for any reason, provided that NAP may not discriminate based on factors specified in the ME PUC rules and must provide a written denial whenever based on consumer-specific information obtained during the application process. At the end of any Initial Term, or any Renewal Term, unless NAP is notified by Customer, Customer's account will automatically continue on a month to month Non-Indexed variable rate.

PRICING AND PRODUCT OFFERINGS: NAP provides fixed and variable rate products to its Customers. The Contract Disclosure Statement will specify the product type and the term that applies to Customer's Agreement with NAP. Only applicable sections that describe Customer's specific product type will apply to Agreement. For each of its fixed rate and variable rate products, NAP purchases Renewable Energy Credits ("RECs") above and beyond any statutory requirements in Maine.

• **Fixed Rate Products.** A fixed rate product may not change during the Initial Term of the Agreement, except pursuant to the change of law provisions in this Agreement. After any Initial Term the plan will convert to a **Non-Indexed Variable Rate** plan, which will continue on a month-to-month basis as described below and in Customer's Contract Disclosure Statement. If the Initial Term is renewed for a new term, the rate per kWh for electricity will be indicated in the Renewal Notice and guaranteed not

to change for the period of time specified in the Renewal Notice, except pursuant to the change of law provisions in this Agreement.

• **Non-Indexed Variable Rate Products.** The rate for monthly Non-Indexed Variable Rate products may be adjusted monthly at the discretion of NAP during Customer's billing cycle. If NAP offers a variable plan for any Initial Term, the supply generation service rate will be for a minimum period of 30 days as stated in the Contract Disclosure Statement. Non-Indexed Variable Rates may increase or decrease at NAP's discretion. There are no limits to how high variable rate may rise.

Approximately each month Customer's bill for electricity supplied by NAP, not including the Local Utility's charges for transmitting and delivering the electricity over the Local Utility's system, will be calculated by multiplying (i) the price of electricity by (ii) the amount of electricity used in the billing cycle. North American Power's price for all electricity sold under this Agreement shall be based upon numerous factors, including but not limited to, market prices for commodity, balancing fees, North American Power fees, cost incurred by NAP to provide Supply Service through procurement in the New England Power Pool, ISO New England, profit, line losses plus applicable taxes. NAP's price does not include other Local Utility costs, including but not limited to, the price of transmission and distribution, any ancillary charges, cost recovery charge, any other applicable charges imposed by your Local Utility and taxes Customer agrees to pay the rate stated in the Contract Disclosure Statement as applied to total usage on Customer account as reported.

DISCLOSURE LABEL: By law, an electric supplier must make available to residential and small business customers a disclosure label that contains generation resource and emissions information. At any time, Customer may obtain a copy by contacting our customer service department as listed in our Contact Information or visiting our website at www.napower.com.

STANDARD OFFER SERVICE: Maine's electric restructuring laws allow retail electricity Customers to purchase their electricity supply from a licensed CEP or through Standard Offer Service ("SOS"). Electric Customers that are not served by a CEP will automatically have their electricity supplied by SOS. The delivery over transmission and distribution lines continues to be a monopoly service provided by the Local Utility.

RESCISSION: Customer has the right to rescind this Agreement without obligation, fees or penalties within (a) five (5) calendar days from the date of personal or electronic delivery of this Agreement, or (b) within eight (8) calendar days from the postmarked date when this Agreement is delivered via the United States Postal Service. Customer has the right to receive an oral notification of his or her right of rescission at the time Customer orally agrees to purchase generation services from North American Power. To exercise this right, Customer should contact NAP in writing, by phone or electronically at the appropriate number or address listed in the Contact Information section of this Agreement. North American Power is required to maintain records documenting the manner in which Customer rescinded, when applicable.

RENEWAL NOTICE; NOTIFICATION OF CHANGES: North American Power must clearly inform Customer two times in writing using a standardized notice form ("Renewal Notice"), between 30 days and 60 calendar days in advance of the renewal of service before the end of the Initial Term of Customer Agreement, or any subsequent Renewal Terms, either by mail or electronically. Customer will not be charged a termination fee if Customer rejects the proposed renewal terms as described in the Rescission section of this Agreement. Customer's

account will automatically renew at the new price set forth in the Renewal Notice unless Customer affirmatively notifies North American Power that Customer does not accept the renewal offer. If North American Power makes any changes to Customer initial or renewed agreement, other than a rate change in continuation from a Fixed to a Non-Indexed Variable Rate plan, or Customers enrolled in any Non-Indexed Variable Rate plan, any such changes will be considered material and will require that North American Power obtain Customer express consent for renewal. Customer will be notified not less than 30 days and not more than 60 days prior to any material changes in its Agreement. Customer may provide written notice of cancellation or call NAP's Customer Service as outlined in the Contact Information section of this Agreement.

BILLING AND PAYMENT: Customer will still receive one monthly bill from its Local Utility, which will include charges for Supply Service provided by North American Power. Customer will continue to pay its Local Utility directly on the due date as set forth on the Local Utility's bill. Customer should direct any questions regarding the bill to its Local Utility at the contact information listed below. If Customer does not pay its bill(s), NAP may terminate Customer's electricity service Agreement under procedures approved by the ME PUC, to the extent permitted by applicable law. Thereafter, if Customer fails to remit payment owed to NAP in a timely fashion, NAP may report the delinquency to a credit reporting agency. All returned checks will be subject to the maximum fee allowed by law. If NAP invoices Customer for any unpaid NAP charges, Customer will pay each invoice in full within twenty (20) calendar days of the invoice date or be subject to a late payment charge of 1.5% per month. For invoices provided by NAP, Customer acknowledges that NAP's ability to invoice Customer is dependent on the Local Utility furnishing to NAP all necessary information to comply with ME PUC rules. In the absence of such information, NAP shall have the right to invoice Customer based on estimated or historical meter readings or other estimated information, calculated in a commercially reasonable manner and subject to later revision based on receipt of actual information. Any resulting adjustments will be reflected as a debit or credit on Customer's subsequent invoice after actual usage information has been determined. Each invoice sent to Customer shall also be subject to adjustment for errors in arithmetic, computation, meter readings or other errors for a period of time for which the error is being re-billed, or for a period of three (3) months following such time the Local Utility may be permitted under Law to make such an adjustment, whichever is longer. NAP will pass through to Customer all reasonable charges related to the collection of past due invoices, including, but not limited to, collection agency fees, legal and court fees, and account termination fees.

EMERGENCY: In the event of an emergency such as a power outage Customer should call its Local Utility at the contact numbers listed under Contact Information below and local emergency personnel at 911.

ASSIGNMENT: North American Power reserves the right to assign this Agreement and the Supply Service with Customer at the discretion of North American Power at any time provided that NAP shall provide mailed or electronic written notice within 30 days of the assignment if there is no change to the Agreement and between 30 and 60 calendar days in advance of any such assignment to the extent terms of the Agreement will change following the assignment. Proof of affirmative customer consent to a change in Agreement terms is required for the assignment to take effect, but no customer consent is required if the Agreement does not change. For its part, Customer may not assign its interests and obligations under this Agreement without the express written consent of North American Power. North American Power 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 CEP or other entity as authorized by the ME PUC. Any required notice will be considered to have been made if mailed to the appropriate party at the address for such party in North American Power's records for the account.

NOTICE OF PARTICIPATION IN NET METERING: If Customer currently owns or plans to install during the term of this Agreement, eligible renewable electrical generating facilities as an energy source to supply all or part of its electricity usage and such generating facility is or will be net metered by the Local Utility, Customer must notify North American Power so we can properly service Customer's account. Failure to notify NAP prior to enrollment may result in immediate return of your account to SOS. Please contact NAP at its Contact Information so we can review your account.

CUSTOMER INFORMATION RELEASE AUTHORIZATION; AND CREDIT: Customer authorizes North American Power to obtain and review information including, but not limited to Customer's name, address, telephone number, credit history from credit reporting agencies, and Local Utility information including, but not limited to, consumption and usage history, billing determinants, credit information, payment information, public assistance status, existence of medical emergencies, status as to whether Customer has a medical emergency, and data applicable to cold weather periods, tax status and eligibility for economic development or other incentives. This information may be used by North American Power to determine whether it will commence and/or continue to provide Supply Service to Customer. Customer's authorization and execution of this Agreement under applicable law shall constitute authorization for the release of this information to North American Power, and to third parties who need to use or be aware of such information in connection with Customer electric generation services, as well as to its affiliates and subcontractors for any billing, collection and/or marketing purposes. This authorization will remain in effect during the Initial Term and any Renewal Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to North American Power or calling North American Power as listed in the Contact Information Section of this Agreement. North American Power reserves the right to cancel this Agreement in accordance with the termination provisions below in the event Customer rescinds the authorization. If North American Power elects not to offer service based on customer-specific information obtained during the application process, North American Power will inform Customer in writing of the reasons for the denial.

CUSTOMER COMPLAINTS: If Customer has any questions or concerns regarding this Agreement or the Supply Service provided by North American Power, Customer may contact NAP between the hours of 8 AM to 5 PM at (888) 313-9086. North American Power will make every effort to address Customer's concerns and ordinarily will do so within 48 hours of the contact, except contacts involving the weekend are responded to on the next business day by noon. NAP will orally report the result of its investigation and/or good faith attempts to resolve the complaint, and will orally inform Customer of his or her right to complain to the ME PUC Consumer Assistance Division as herein described if the complaint remains unresolved. If for any reason Customer is not satisfied with North American Power's response, or if Customer requires information regarding consumer protection rights, Customer may contact the ME PUC Consumer Assistance Division by calling (800) 452-4699, or by sending a letter to: Maine Public Utilities Commission, Consumer Assistance Division, 18 State House Station, Augusta, ME 04333-0018; or by visiting the Commission website at http://www.maine.gov/mpuc/consumer/file_complaint.shtml.

CANCELLATION BY CUSTOMER: Customer may cancel service at any time but it shall be obligated to pay for the electricity provided to Customer prior to any termination becoming effective, in accordance with this Agreement and shall remain responsible for cancellation or early termination fees, as provided herein. **Fixed rate Customer may terminate this Agreement by written notification to North American Power at least thirty (30) calendar days prior to the intended termination date.** The termination will not become effective until Customer's Local Utility successfully switches Customer to utility SOS or the new service provider of Customer's choice. Until that occurs, Customer's obligations under this Agreement remain in full force and effect. **If a Fixed Rate Customer wishes to terminate this Agreement during the Initial Term or any subsequent Renewal Term after the applicable rescission period, Customer will pay a cancellation fee of one hundred dollars (\$100.00).** Should Customer terminate the Agreement prior to selecting another supplier, Customer will be returned to SOS electricity service. To terminate this Agreement, Customer should contact NAP as listed in the Contact Information section of this Agreement. **Non-Indexed Variable Rate plans are not subject to cancellation or early termination fees.**

CANCELLATION BY NORTH AMERICAN POWER: NAP may cancel or terminate this Agreement at any time, without penalty, by notifying Customer in a separate written notice no less than thirty (30) calendar days prior to the termination. If for any reason performance of the Agreement becomes materially uneconomical to NAP or if any change in law causes NAP to no longer have the ability to serve Customer, NAP may cancel the Agreement upon written notice no less than thirty (30) calendar days prior to the termination. Termination becomes effective upon the processing of NAP's cancellation request by the Local Utility. Customer shall be obligated to pay for the electricity supply service provided by NAP pursuant to the Agreement prior to the date that such cancellation becomes effective, including any applicable Local Utility late fees, fees or charges. Should NAP terminate the Agreement, Customer will be returned to SOS electricity service unless Customer chooses another competitive energy supplier.

CANCELLATION FEE: The cancellation fee referred to in this Agreement is not a penalty, but is designed to compensate North American Power for the cost of buying electricity in advance on Customer's behalf.

DEPOSIT REQUIREMENTS: Customers are not required to provide a deposit when enrolling with NAP.

LIMITATION OF LIABILITY AND WARRANTY: Under no circumstances shall Customer or NAP be liable for any direct, punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether such claims are based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement. **UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NORTH AMERICAN POWER PROVIDES AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND NORTH AMERICAN POWER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

CHOICE OF LAW: 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 Maine. This Agreement shall be construed under and shall be governed by the laws of the State of Maine without regard to application of its conflicts of laws and principles.

CHANGE IN LAW: This Agreement is subject to any future legislation, orders, rules, regulations of your Local Utility tariff or policy changes made by the ME PUC, the regional grid operator or federal regulators ("Change in Law"). If there is a Change in Law, including, but not limited to, a change in Capacity charges in New England, which results in North American Power being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, North American Power may terminate this Agreement in accordance with the termination provisions above and/or adjust its rate/price/term in accordance with any Change in Law.

FORCE MAJEURE: North American Power will make commercially reasonable efforts to provide electricity hereunder but NAP does not guarantee a continuous supply of electricity to you. Certain causes and events out of the control of North American Power (hereinafter "Force Majeure Events") may result in interruptions in service. North American Power will not be liable for any such interruptions caused by a Force Majeure Event, and North American Power is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the Local Utility system, non-performance by the Local Utility (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond North American Power's control. The term "Force Majeure" as used in this Agreement shall also mean any act or cause not reasonably within the control of North American Power and which by the exercise of due diligence, NAP is unable to prevent or overcome, including, but not limited to, any act or cause which is deemed a "Force Majeure" by the Local Utility or any transportation or transmitting entity. If North American Power is rendered unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, we shall give immediate notice to the maximum extent practicable in writing and provide reasonably full particulars to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and NAP shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. If North American Power claims suspension of obligations, we must in good faith attempt to mitigate and/or terminate the Force Majeure. If at some future date there is a change in any law, rule, regulation or pricing structure whereby North American Power is prevented, prohibited or frustrated from carrying out the terms of the Agreement, then, at the sole discretion of North American Power this Agreement may be cancelled. There may be a delay before the Local Utility switches Customer's electricity supply to North American Power; North American Power is not responsible for any such delays.

TAXES AND LAWS: Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to any validly issued present and future legislation, orders, rules, regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

CONTACT INFORMATION: North American Power and Gas contact information is as follows:
Internet address: www.napower.com
Mailing address: 20 Glover Avenue, Norwalk, CT 06850
Customer Service Telephone Number: 1-888-313-9086
Customer Service Email: customercare@napower.com

In the event of a power outage, problem with your electric meter or other service need, please contact your Local Utility at the phone numbers listed below:

Utility	Telephone Number	Emergency Contact
Central Maine Power	800-686-4044	800-696-1000
Emera Maine	207-947-2414	207-973-2020
	(local)	(local)
	800-499-6600	800-440-1111
	(out of state)	(out of state)

DO NOT CALL REGISTRY: Customer may opt out of receiving any telemarketing calls by registering with the National Do Not Call Registry online at <https://www.donotcall.gov/register/reg.aspx> or by telephone by calling 1-888-382-1222 from the phone number Customer wishes to register.

NOTICE OF OPT-OUT FEE FOR BUSINESS CUSTOMERS: Your termination of SOS may require the payment of a fee, as required by Chapter 301 of the ME PUC rules. This is a regulatory fee, and it is not imposed by CEPs. You are encouraged to review the applicability of Chapter 301 in advance of accepting service from North American Power or other CEP. **This opt-out fee does not apply to Residential or Small Commercial customers or any customer or account with a demand of 50 kW or less pursuant to Chapter 301, Section 2(C)(1), but it may apply to non-residential customers with loads exceeding 20 kW in certain circumstances.** Specifically, the “opt out” rule penalizes customers for repeated movement on and off of SOS. Customers who are receiving SOS and have not been served by a CEP within the previous twelve (12) months are unencumbered to take service from a CEP, and may terminate SOS, at any time. Customers being served by a CEP can return to SOS at any time. However, once a customer returns to SOS after being served by a CEP, it is subject to the opt-out rule. **Once a customer returns to SOS from the competitive market, Customer must remain on the SOS for at least twelve (12) months. Otherwise, an “opt-out” fee may be charged that is equal to two times the amount of Customer’s highest SOS bill (charges for one month will be estimated if Customer takes SOS service for less than once month).**

In accordance with ME PUC rules, Customers can only be enrolled by CEPs on regular monthly meter read dates. **Therefore, it is Customer’s responsibility to ensure that any request to enroll with NAP is submitted on Customer’s regular monthly meter reading date.** The accuracy of the enrollment request will ensure that Customer enrolls with NAP as of the date Customer’s contract terminates. If Customer’s account is terminated on a date other than the regular monthly meter reading date, Customer will default to SOS. **If this occurs, Customer must remain on SOS for at least twelve (12) months before enrolling with another CEP in order to avoid the opt-out fee.**