



**MAINE
CUSTOMER CONTRACT – ELECTRICITY
CONTRACT SUMMARY**

Customer Name	[REDACTED]
Supplier Information	ENGIE Resources LLC 1990 Post Oak Blvd, Houston, Texas 77056 1-888-232-6206 * Fax: 713-636-0927 * Email: CustServ@na.engie.com Hours of Operation: Monday through Friday 8:00 am – 5:00 pm Central Standard Time www.engieresources.com
Type of Product	Fixed Price
Contract Term	[REDACTED] Months
Contract Price	[REDACTED] /kWh. Taxes and Utility Related Charges are not included in the Contract Price. A fixed price may be modified due to a subsequent Change in Law as outlined in the Terms of Service.
Start Date	[REDACTED] ENGIE will begin providing retail supply service on the next available meter read date following the Start Date and the Utility's processing of enrollment.
Payment Term	Twenty (20) days after the date of the invoice.
Early Termination Fee	\$150
Right to Rescind	<u>Right to Rescind for a Small Non-Residential Customer.</u> A Small Non-Residential Customer (defined in Section 15) has the right to rescind this Contract without penalty within five (5) calendar days from the date of receipt of this Terms of Service. To exercise this right, contact ENGIE Customer Care toll-free at 1-888-644-1014 or by email at CustServ@engie.com.
Right to Cancel	<u>Right to Cancel.</u> Customer has the right to cancel service with ENGIE at any time during the Contract Term subject to an Early Termination Fee; and during post-term service without any fee or penalty. To cancel service, notify ENGIE. ENGIE is required to notify the utility within two (2) business days of the request. The utility will then process the cancellation. Unless Customer has signed up with another supplier, Customer will receive standard offer service, which is a supply service available to all electricity customers through a process administered by the Maine Public Service Commission. Current standard offer prices and other information about switching a supplier may be found at www.maine.gov/mpuc/electricity/cep .
Term Renewal	An expiration notice will be sent at least thirty (30) days prior to the end of the Contract Term. Options for service at the end of the Contract Term are: i) executing a new contract with ENGIE, ii) transferring to another supplier, or iii) providing a written request to be transferred to the default service provider. If an option is not exercised, ENGIE may continue providing service on a month-to-month basis. Where the local billing utility uses a "rate ready" billing system, the price for service is a monthly variable rate set by ENGIE that is based on the cost of electricity supply plus costs and margin. Where the local billing utility does not use a rate ready billing system, the price for service shall be an amount equal to the applicable real time index price, plus a per kWh post-term charge, plus applicable non-utility charges. Taxes and Utility Related Charges are separately listed in the invoice. Customer may terminate month-to-month post-term service at any time without liability.
Commission Contact Information	Maine Public Utilities Commission (18 State House Station Augusta, ME 04333-0018 Main:(800)452-4699 http://www.maine.gov/mpuc/electricity/index.shtml
Usage and Credit Data	Customer authorizes ENGIE to obtain all data necessary for enrollment and to provide the services in the Contract including accessing and using account information and meter usage data (including interval usage data) and credit history from credit reporting agencies.
Guaranteed Savings	None
Late Payment Fee	The rate of one and one half percent (1½%) (or maximum rate permitted by applicable law) multiplied by the past due balance.



**MAINE
CUSTOMER CONTRACT – ELECTRICITY
TERMS OF SERVICE**

1. Purchase and Sale. ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service. Customer's electric energy supply consumption is variable and is not subject to a maximum or minimum usage limit. By enrolling for service with ENGIE, Customer agrees to be bound by this Contract Terms of Service ("Contract") and to pay for the electric energy supply ENGIE provides.
2. Term. Service shall commence at the Price on the Utility Transfer Date. Service shall remain in effect through the Term. Customer's options for service at the end of the Contract Term are: i) executing a new Contract with ENGIE, ii) transferring to another supplier, or iii) providing a written request to be transferred to the default service provider. If an option is not exercised, ENGIE may continue providing service on a month-to-month basis. Where the local billing utility uses a "rate ready" billing system, the price for service is a monthly variable rate set by ENGIE. Where the local billing utility does not use a rate ready billing system, the price for service shall be an amount equal to the applicable real time index price, plus a per kWh post-term charge, plus applicable non-utility charges. The post-term charge is \$.019/kWh charge of electric energy consumed. Taxes and Utility Related Charges are separately listed in the Customer invoice. Customer may terminate month-to-month service without liability.
3. Billing and Payment. When available, ENGIE will use consolidated billing (i.e. a single bill containing both ENGIE and Utility Related Charges). ENGIE may sell its receivables to the billing utility pursuant to its purchase of receivables ("POR") program, in which case the terms and conditions of the POR program shall control. For each Billing Cycle, ENGIE will deliver to Customer an invoice setting forth the charges due for the preceding Billing Cycle. Such invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of the Contract, and any applicable Taxes and Utility Related Charges. ENGIE may, however, use estimated data for billing purposes hereunder provided that such estimates will be subject to future reconciliation upon receipt of final data regarding the actual quantity of energy consumed for the applicable Billing Cycle. Payment shall be due to ENGIE by check, electronic funds transfer (EFT) or any other mutually agreed upon payment method within twenty (20) days after the date of the invoice. In the event EFT is elected, Customer shall promptly provide all relevant account information and take all actions necessary to authorize and allow ENGIE to collect payment by such method during the term of this Contract, and payment shall be collected by ENGIE by making an automatic draft from Customer's bank account. Overdue payments will accrue late payment fees from the due date to the date of payment, and ENGIE retains the right to report payment history to various credit agencies. If any amount of an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE. Any dispute with respect to an invoice is waived unless the other Party is notified within twenty-four months after the invoice is rendered or any specific adjustment to the invoice is made.
4. Contract Price. Customer shall pay ENGIE the Contract Price per kWh of electric energy consumed in a Billing Cycle. This price may include a broker fee and is inclusive of all non-utility charges including energy, ancillary services, Renewable Portfolio Compliance fees, installed (or unforced) capacity, transmission enhancement charges, balancing congestion charges, losses, network integrated transmission (adjusted for tariff changes), and other PJM charges or administrative fees incurred in connection with delivery of energy. The Contract Price does not include Taxes and Utility Related Charges.
5. Taxes. "Taxes" shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by any Governmental Authority. Customer will be responsible for, pay, and indemnify ENGIE for all Taxes hereunder, whether imposed on Customer or ENGIE. ENGIE may collect such Taxes from Customer by increasing ENGIE charges for the amount of such Taxes.
6. Title, Risk of Loss. Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from ENGIE to Customer at the delivery point.
7. Credit. This Contract may be contingent upon a satisfactory credit review and maintenance of satisfactory credit. If ENGIE has commercially reasonable grounds to believe Customer creditworthiness or performance has or may become unsatisfactory, ENGIE shall provide written notice requesting a deposit in an amount not to exceed three (3) times the average amount invoiced by Billing Cycle. Upon receipt of notice, Customer shall have three (3) Business Days to provide such deposit to ENGIE.
8. Force Majeure. "Force Majeure" shall mean an event that is beyond the reasonable control of the Party claiming Force Majeure that could not have been prevented by the exercise of due diligence. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Contract, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Contract with all reasonable dispatch; provided, however, that no provision of this Contract shall be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include economic loss due to Customer's loss of markets or suppliers.
9. Early Termination Customer may terminate service or cancel this Contract after the right to rescind period has expired (if applicable) and will be charged an early termination fee of \$150.00. ENGIE may terminate this Contract: (i) if Customer's local utility/distribution company is unable to read Customer's meter for 3 consecutive months; (ii) Customer requests separate (dual) billing from Customer's local utility/distribution company and ENGIE; (iii) Customer's local utility/distribution company removes Customer from the applicable consolidated billing program and requires that ENGIE bill Customer separately for energy supply; (iv) Customer fails to make any payment or deposit when due and as required under this Contract; or (v) Customer has filed a petition or otherwise commences a proceeding or cause of action under a bankruptcy law. If ENGIE terminates for the (i) – (v), Customer will be charged an early termination fee of \$150.00 and shall remain obligated to pay for all electricity received by Customer and any interest, fees and penalties incurred by ENGIE. If Customer fails to utilize ENGIE as its sole supplier for electric supply service during the Contract Term, Customer will be required to pay the early termination fee.



10. Information Release Authorization and Confidential Information. Customer consents to the utility sharing billing and payment information with ENGIE, including Customer participation in budget billing or extended payment arrangements; and Customer authorizes ENGIE to obtain all data necessary for enrollment and to provide the services in the Contract including accessing and using account information and meter usage data (including interval usage data) and credit history from credit reporting agencies. ENGIE will not release Customer confidential information without a written authorization statement that includes Customer name, account number(s), and the unique utility assigned authorization. Confidential information includes Customer name, address, e-mail address and telephone number, and individual payment information. Customer further acknowledges that ENGIE has full authority to make all rates and tariff selections necessary to meet its obligations under this Contract.
11. Limitation of Liability. FOR BREACH OF ANY PROVISION, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN THIS CONTRACT, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.
12. Indemnification, Governing Law and Warranty. ENGIE and Customer will defend the other party from claims, demands and causes of action, and indemnify against any losses, costs, judgments, and damages, asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to natural gas is vested in such party. All indemnity obligations will survive cancellation of this Contract. ALL MATTERS WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF MAINE, WITHOUT REGARD TO LAWS REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE. EXCEPT AS SPECIFICALLY STATED HEREIN, ENGIE AND ITS SUCCESSORS AND ASSIGNS MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties herein are solely counterparties in all transactions under this Contract and have no duty to advise or exercise judgment on behalf of the other as to the merits or suitability of any transactions entered into.
13. Assignment. Customer may not assign this Contract or any rights or obligations under this Contract.
14. Change in Law. In the event that there is a change in law, administrative regulation, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, and such change causes ENGIE to incur any capital, operating or other costs relating to the provision of services contemplated herein, such costs shall be passed through to Customer.
15. Misc. "Small non-residential customer" means a non-residential customer taking service from an investor-owned transmission and distribution utility under terms and conditions that do not include a demand charge or a non-residential customer that is taking service from a consumer-owned transmission and distribution utility with a demand of 20 kilowatts or less. In any action or proceeding to collect amounts due under this Contract, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.
16. Standard Offer Service (SOS): All retail electricity customers in Maine are entitled to purchase their electricity supply from a licensed competitive electricity provider or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply.
17. Notice of Opt-Out Fee. Customer's termination of standard offer service may require the payment of a fee, as required by Chapter 301 of the Maine Public Utility Commission's rules. This is a regulatory fee, and it is not imposed by competitive electricity providers. Customer is encouraged to review the applicability of Chapter 301 in advance of accepting service from a competitive electricity provider. <https://www1.maine.gov/sos/cec/rules/65/chaps65.htm>. This opt-out fee does not apply to Residential or Small Commercial customers or any customer or account with a demand of 50kW 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 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 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, Customer 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 ENGIE is submitted on Customer's regular monthly meter reading date. The accuracy of the enrollment request will ensure that Customer enroll with ENGIE as of the date Customer's current 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 12 months before enrolling with another CEP in order to avoid the opt-out fee.
18. National Do Not Call Registry: The National Do Not Call registry gives Customer the option as to whether to receive telemarketing calls at home. For more information about the registry, Customer can call the Do Not Call Registry at 1-888- 382-1222 or visit the official website at www.donotcall.gov.

Definitions

- a) Billing Cycle means the period between meter read dates rendered either by ENGIE or the applicable utility during the Term.
- b) Business Day means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. 8:00 a.m. - 5:00 p.m. local time for the relevant Party's principal place of business.
- c) Firm Full Requirements Service means that either Party shall only be relieved of its obligations to sell and deliver or purchase and receive electric energy hereunder without liability to the extent that, and for the period during which, such performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.



- d) Governmental Authority means any federal, state, local, municipal or other government, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over the Parties or any transaction herein.
- e) Utility Related Charges means charges or surcharges by a utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the Connecticut electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.
- f) Utility Transfer Date means the time and date on which the applicable utility has completed the process necessary to permit ENGIE to commence or discontinue providing the services hereunder. The process may include recognizing ENGIE as Customer's electric supplier and /or limited agent; processing and acting on direct access service requests; installation of meters and the final meter read date. Customer's Utility Transfer Date will be a regularly scheduled meter read date, unless Customer requests an off-cycle meter read and such request is honored by the utility.



MAINE MARKET RISK DISCLOSURE STATEMENT

Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index.

Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.

Additional Costs: Electricity supplied directly through the ISO-NE administered day-ahead and real-time energy markets can involve substantial direct and indirect costs, including but not limited to capacity and ancillary service costs, credit assurances, and NEPOOL and ISO expense assessments. In addition, participation in these markets may require processes such as load forecasting, scheduling, and settlement in accordance with ISO-NE market rules.