

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT

This Competitive Electric Supplier Trading Partner Agreement (“Agreement”) made this ____ day of _____, 20__ , between Unitil Energy Systems, Inc., a New Hampshire corporation with a principal place of business at 6 Liberty Lane West, Hampton, New Hampshire (“Company”) and _____, a _____ with a principal place of business at _____ (“Supplier” or “Competitive Supplier”). Competitive Supplier and Company are sometimes hereinafter referred to collectively as the “Parties” and individually as a “Party”.

I. Basic Understandings

Company has the authority and obligation under New Hampshire’s Electric Utility Restructuring Law, the New Hampshire Municipal Aggregations Law (RSA 53-E) and the Company’s Terms and Conditions for Competitive Suppliers (“Terms & Conditions”) approved by the New Hampshire Public Utilities Commission (“Commission”) to perform services for competitive suppliers of electricity. The Terms & Conditions require the Supplier to enter into a trading partner agreement with the Company prior to the initiation of Generation Service, as defined therein, for the provision of these services. Accordingly, Company agrees to provide services to Supplier in accordance with the terms of this Agreement. This Agreement has been developed for use between Company and Supplier, and may not be waived, altered, amended, or modified, except as provided herein.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Exhibit A, attached hereto and incorporated herein by reference, includes additional terms which are a part of this Agreement.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

II. Definitions

Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Terms & Conditions.

“Accounts Receivable” shall be defined as, with respect to any eligible Customer, the Competitive Supplier’s Generation Service revenue and associated charges determined by the Company under the terms of this Agreement.

“Accounts Receivable Purchase Price” shall be defined as the amount with respect to any Account Receivable purchase hereunder, calculated in accordance with Section III.6.B.4.b of the Company’s Terms & Conditions.

“Affiliate(s)” shall mean with respect to a person, any other person that, directly or indirectly, controls, is controlled by or is under common control with such person or is a director or officer of such person. For purposes of this definition the term “control” (including the terms “controlling,” “controlled by” and “under common control with”) of a person means the possession, direct or indirect, of the power to vote 10 percent or more of the voting stock of such person or to direct or cause the direction of the management and policies of such person, whether through the ownership of voting stock, by contract or otherwise.

“Billing Date” shall be defined as with respect to any Account Receivable, the date on which Company’s billing system calculates such Account Receivable.

“Business Day” shall be defined as any day, other than a Saturday, Sunday or Holiday that is observed on a weekday. If any performance date referenced herein occurs on a day other than a Business Day, such performance date shall be the next succeeding Business Day.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

“Discount Percentage Rate” shall mean the amount to be deducted from the payment to Competitive Supplier for Generation Service as specified in Section III.6.B.4.b of the Company’s Terms & Conditions.

“Holidays” are as follows: New Year’s Day; President’s Day; Patriot’s Day; Memorial Day; Juneteenth National Independence Day, Independence Day; Labor Day; Veteran’s Day; Thanksgiving Day; the day following Thanksgiving Day; and Christmas Day.

“Program” means the purchase of Accounts Receivable Program approved by the Commission, as in effect from time to time.

“Purchase of Receivables Plan” shall mean the Company’s plan to comply with the Program as approved by the Commission, and as in effect from time to time.

“Unbilled Accounts Receivable” means the amount of Competitive Supplier’s Generation Service revenue and associated charges to be determined by Company under Section VII of this Agreement based upon the applicable billing price determinants in effect (including, but not limited to, any applicable state or federal taxes and/or surcharges) for Generation Service which has been rendered to Customers but which remains unbilled until such time as such receivables are billed and purchased by Company under the terms of this Agreement.

III. Term

This Agreement shall become effective upon implementation of the Company’s Purchase of Receivables Plan as approved by the Commission, or on the date hereof, whichever is later, (“Effective Date”) and shall continue in full force and effect unless terminated by either Party by written notice given no less than 60 days prior to the scheduled termination date, except as provided in Sections VI and XI of this Agreement. Notwithstanding the Effective Date, Supplier acknowledges that Company will provide Company Services as set forth in Section VII only after the requirements of Section IV of this Agreement have been satisfied. Notwithstanding the foregoing, the Parties agree to abide by all items of this Agreement during the processing of any outstanding transactions through completion

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

IV. Conditions Precedent

The following requirements shall be conditions precedent to Company's obligations hereunder:

- A. Supplier shall provide all information requested in Exhibit B attached hereto, which shall be signed by an authorized representative.
- B. Supplier shall register with the Department of Energy, unless Supplier is a Community Power Aggregation that is functioning as load serving entities either directly or through a third-party pursuant to a Commission approved electric aggregation plan.
- C. If Supplier elects to utilize the Consolidated Billing Services from the Company, Supplier shall furnish to Company

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

each Customer's contracted rate at the time of enrollment or rate change via EBT Standards.

- D. Prior to Customer enrollment, Supplier shall successfully complete testing as specified in the EBT Standards. In addition, Supplier shall be required to successfully complete testing of any new EBT Standards implemented subsequent to the initial test period.
- E. For purposes of this Agreement, Supplier may elect to arrange with a third-party for the provision of necessary EDI services; provided, however, that in the event Supplier intends to terminate its third-party arrangement for EDI services, Supplier shall provide Company 60-days prior written notice of such intent to terminate.

V. Representations

Each Party represents that it is and shall remain in compliance with all applicable laws, tariffs, and Commission orders or regulations during the term of this Agreement. Each person executing this Agreement for the respective Parties represents and warrants that he or she has authority to bind that Party.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Each Party represents that (a) it has the full power and authority to execute, deliver, and perform this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes that Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

Each Party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

Competitive Supplier warrants that it has good rights in, and the power to assign and sell the Accounts Receivable to Company, without the violation of any rights of any third party. Further, Competitive Supplier warrants: (i) that its title to and the Accounts Receivable is free of all adverse claims, liens (including, without limitation, tax liens), security interests (excepting any security interest granted to the Company) and restrictions on transfer or pledge, (ii) the Accounts Receivable are not and will not be subject to any other valid or existing billing, collection, or financing instrument, (iii) the Accounts Receivable have not been billed and will not be collected by or for the benefit of any other party except Company, (iv) the Accounts

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Receivable will not be assigned, financed, sold, pledged, hypothecated, or otherwise encumbered, except to Company.

With respect to the Accounts Receivable, Competitive Supplier warrants that: (i) the rates and charges provided by the Supplier to the Company to compute the Accounts Receivable represent valid and correct rates and charges due to the Competitive Supplier in accordance with Competitive Supplier's agreements with those Customers or an approved electric aggregation plan developed pursuant to RSA 53-E:6, and Competitive Supplier is not in breach of any of those agreements or an applicable approved electric aggregation plan developed pursuant to RSA 53-E:6, (ii) the Accounts Receivable are fully valid and enforceable and are not subject to any lien, encumbrance, deduction, set-off or credit, and (iii) there are no defenses, offsets or counterclaims regarding the payment of the Accounts Receivable and the Customer is not entitled to claim any deduction or discount to the Accounts Receivable.

VI. Supplier's Responsibilities

Supplier shall notify Company within twenty-four (24) hours in writing if its authority to provide competitive electric services in New Hampshire is revoked or otherwise suspended or modified by the Department of Energy in a way that affects this Agreement, including but not limited to suspension, revocation, modification, or non-renewal. Revocation or non-renewal of Competitive Supplier's registration shall be grounds for termination of this Agreement by Company. Further, Competitive Supplier shall maintain its registration to act as a Competitive

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Supplier, as provided in the Department of Energy's regulations, throughout the term of this Agreement.

Supplier must either (i) be an ISO-NE Market Participant having its own settlement account, or (ii) have an agreement in place with an ISO-NE Market Participant whereby the ISO-NE Market Participant agrees to include the load to be served by the Supplier in such ISO-NE Market Participant's settlement account. Supplier shall notify Company within twenty-four (24) hours prior, as applicable, to an event reasonably within Supplier's knowledge, and of which Supplier has reason to believe Company

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

has no knowledge, and that will render Supplier or its agent unable to maintain good standing with ISO-NE required to serve load. Upon such notice or upon the occurrence of such an event, Company shall have the immediate right to switch Supplier's Customers so affected to the applicable Default Service Rate under the Company's tariffs.

Supplier shall update Exhibit B within five (5) business days of changes in any information contained therein.

Supplier acknowledges the Company will select and may change from time to time the application or vendor for the electronic transmission vehicle used by the Company. Company and Supplier acknowledge the benefit to both the Company and the Competitive Supplier in minimizing the transaction costs in selecting the electronic transmission methodology.

Notwithstanding the above, Company will not change the electronic transmission vehicle without first notifying Competitive Supplier by electronic mail at

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

least ninety (90) days prior to the change. Supplier shall be responsible for the payment of all electronic transmittal costs, including the costs of testing and set up of the Competitive Supplier in the Company's system as described in the Terms & Conditions.

Competitive Supplier acknowledges that Company is authorized to deny Generation Service to Customers where Company has terminated such Customer's Distribution Service in accordance with the rules and regulations of the Department of Energy, including the Department of Energy's billing and termination regulations until such time as the customer is reinstated by the Company. In order for Competitive Supplier to serve such a Customer after reinstatement, Competitive Supplier must re-enroll the Customer.

Subject to the Department of Energy's regulations relating to the termination of service, the Company shall be authorized to disconnect its tariff delivery service and Competitive Supplier's Generation Service to Customers when the Customer fails to make full payment of all amounts due on the bill issued by the Company.

The Company and Supplier have structured this Agreement with the intention that each purchase of Accounts Receivable is a sale of such Accounts Receivable by Competitive Supplier to the Company. In the event that, contrary to the mutual intent of the Company and Competitive Supplier, any purchase of Accounts Receivable under this Agreement is not characterized as a sale, Competitive Supplier shall, effective as of the date hereof, be deemed to have granted (and

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

the Competitive Supplier hereby does grant) to the Company a first priority security interest in all of Competitive Supplier's right, title and interest in and to all Accounts Receivable, whether now owned and existing or hereafter acquired or arising, all related security and collections with respect thereto and, to the extent not included in the foregoing, all proceeds of any and all of the foregoing.

Competitive Supplier shall be responsible for the payment of all applicable taxes (including, without limitation, sales, use and gross receipts taxes and any new taxes) imposed or assessed on the Accounts Receivable or otherwise on the sales by Competitive Supplier to the Customers. Competitive Supplier shall be considered the vendor for purposes of liability for such taxes. Nothing in this Agreement shall be construed as imposing upon Company the obligation of remitting to any federal, state, or local taxing authority those taxes that are the collection and remittance responsibility of Competitive Supplier with respect to Company's purchase of Accounts Receivable from Competitive Supplier. Competitive Supplier shall indemnify, defend, and save harmless Company from and against any and all liability for such taxes, and any interest or penalties thereon.

VII. Company Services

The Company shall provide Distribution Service pursuant to the Company's tariff. In the event the terms of this Agreement conflict with those of the tariff, the terms of the tariff shall govern.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

A. Billing Services

Supplier will be offered two billing services: (1) Consolidated Billing Service;
and (2) Standard Billing Service. All measured billing determinants provided by the
Company will be

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

based on Company owned metering, except as provided in Exhibit A or otherwise agreed to in a subsequent agreement.

i. Consolidated Billing Service

In accordance with the provision of the Consolidated Billing Service option, Company will issue a single bill for electric service. Company will use the rates and pricing options supplied by Supplier to calculate the Supplier portion of Customer bills, and integrate this billing with Company's billing in a single mailing to the Customer. Company agrees to provide Supplier with customer usage and billing information, in accordance with EBT Standards. The Competitive Supplier choosing the Consolidated Billing Service agrees to sell any and all receivables for such Consolidated Billing Accounts to the Company in accordance with the Terms & Conditions and the Purchase of Receivables Program.

As described in the Company's Terms & Conditions and as approved by the Commission, the Company will purchase all existing Accounts Receivable on

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

the Effective Date using the same discount rates by customer class calculated for revenues billed in the first year of the Program. The Company's purchase of existing Accounts Receivable will be tracked in a fully reconciling mechanism. As of the Billing Date, title to such Accounts Receivable shall pass to Company, and Competitive Supplier shall have no rights in or to such Account Receivable and shall not seek to collect in any manner such amount from any Customer. Any Account Receivable, or portion thereof, that is sold to the Company under this Agreement and for which payment is received by Competitive Supplier from Customers shall be held by Competitive Supplier in trust as the property of the Company and shall be remitted in full to Company immediately, and in any event within five (5) Business Days of receipt, without any deduction or set off by Competitive Supplier. Company shall have the right to endorse the name of the Competitive Supplier on any and all remittances by Customers for the Accounts Receivable received by Company that are payable to Competitive Supplier, and the right to collect the same from Customers. In addition, Competitive Supplier assigns to Company any and all payments received from state, federal, or other agencies for the Accounts Receivable including without limitation payments for heating or other financial assistance.

The Company agrees to pay Competitive Supplier the Accounts Receivable Purchase Price. Company will provide Competitive Supplier with necessary remittance advice through an electronic format in accordance with EBT Standards and/or in the form of a monthly spreadsheet that provides the billing details, application of the applicable Discount Percentage Rate and amount of payment due to Competitive Supplier.

Issued: March 21, 2025
Effective: June 1, 2025

Issued by: Daniel Hurstak
Vice President and Treasurer

Authorized by NHPUC Order No. 28,116 in Docket No. DE 23-002, dated March 18, 2025.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Supplier rates and pricing options must conform to the rate structure in use by Company for that specific tariffed Distribution Service and be supported by meters in place. Changes in the rate levels of Supplier charges to be billed shall be prospective only and shall be implemented for the next bill reading, provided that: 1) Supplier notifies Company of the rate changes in accordance with Section IV.C.; and 2) the notification includes the old and new rates, pricing options, and effective date.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

ii. Standard Billing Service

In accordance with the provision of the Standard Billing Service option, Supplier will separately bill Customers for the cost of Generation Service provided by the Supplier and collect amounts due to the Competitive Supplier from the Customer. Company agrees to provide Supplier with Customer usage information, in accordance with the EBT Standards.

iii. Transaction Processing

Customer transactions will be processed in accordance with the EBT Standards. These transactions include but are not limited to account administration, reporting of Customer usage and billing, remittance advice and reporting of Customer adjustments. Any changes in these standard transactions will be in accordance with the EBT Standards.

iv. Conditions of Billing

Customers that contact Company concerning the billed amount for Competitive Supplier Generation Service or any other Competitive Supplier issue will be referred to Competitive Supplier's customer service number identified in Exhibit B. Other than with respect to the accuracy of Customer meter reads and the mechanics of Consolidated Billing

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Services as specified above, Company will not undertake bill investigations, nor respond to Customer inquiries concerning Competitive Supplier charges, collection activities, or the settlement of billing disputes on behalf of Competitive Supplier unless otherwise specified in Exhibit A; provided, however, that, upon request of the Supplier, the Company will provide commercially reasonable assistance to the Supplier in the Supplier's bill investigation.

For both Standard Billing Service and Consolidated Billing Service, Competitive Supplier shall be responsible

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

for the reporting and payment of all taxes or other fees assessed upon Generation Service by any local, state, federal or other taxing or administrative bodies.

v. Rendering of Bills (Consolidated Billing Option Only)

Rendering of bills is the preparation and mailing of statements of the amounts due from the Customer for Supplier Generation Service. These statements will be included as part of the regular monthly bill for Company's Distribution Service mailed to the Customer. These statements will include Supplier's toll free telephone number for Customer inquiries. Contact information is also listed on the Company's website, <https://unitil.com/electric-gas-service/third-party-energy-suppliers>. The Company shall not be required to include messages or inserts containing Competitive Supplier specific information except as otherwise required by the Commission or Department of Energy.

vi. Billing Errors

If Supplier finds that the Company has made a billing error or other miscalculation on a bill or in the usage determinants used as the basis for either the Company or the Supplier's bill calculation, the Supplier shall notify Company in writing and explain the nature of the error. Upon confirmation of the error, Company will re-bill the affected Customer reflecting an appropriate adjustment in the Customer's account. Similarly, if the Company discovers an error

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

that it has made, the Company shall notify Supplier in writing and explain the nature of the error. Upon confirmation of the error, an appropriate adjustment will be made on the next bill sent to the Customer. Suppliers will be notified electronically of any billing adjustment as provided by the EBT Standards. Further, as agreed between the Company and Supplier, the Company shall re-bill or adjust Customers' bills due to any such errors in the next billing cycle. When either Party reasonably believes that an error related to billing activity may have occurred, either Party may request the production of documents required to verify the accuracy of such billing, which the other Party will provide within ten (10) Business Days. The Company shall not be required to adjust any errors as described in this paragraph after twenty- four (24) months from the date of the statement to the Customer which contained the error.

vii. Payment Processing (Consolidated Billing Option Only)

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

The Company shall pay Competitive Suppliers in accordance with Section III.6.B of the Terms & Conditions.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

B. Load Estimating and Reporting

Company shall determine Supplier's hourly loads and report such to the ISO-NE in accordance with the Terms & Conditions.

C. Additional Services

Additional Services provided by the Company are set forth in Exhibit A hereto.

VIII. Fees

Fees for other services are set forth in Exhibit A. Company shall have the right to subtract fees owing to Company from Supplier from amounts due to Supplier for Competitive Supplier Generation Service as reimbursement by Supplier of fees past sixty (60) days. Amounts subject to a good faith dispute will not be subject to deduction

IX. Billing and Payment for Services

Bills for services provided by Company under the terms of this Agreement shall be rendered to Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A. Failure of Supplier to make payment within twenty-five (25) days of the

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

posted date on the bill shall result in the addition of interest on any unpaid balance calculated at the rate of 1.5% per month commencing from the date said bill was posted. The posting date will refer to the date the bill is transmitted to the Competitive Supplier. As agreed to by the Company and the Supplier the bill may also be transmitted electronically to the Supplier.

X. Nondisclosure

Except as required for the Parties to perform their obligations under the Terms & Conditions or this Agreement or to provide service to Customers, neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including Affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term “Confidential Information” shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, Customers of either or both Parties, suppliers for either Party, personnel of either Party; any trade secrets; and other information of a similar nature; whether written or in intangible form that is marked proprietary or confidential with the appropriate owner’s name. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was known to be under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving Party shall, upon termination of

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

this Agreement or at any time upon the request of the disclosing Party, promptly return or destroy all Confidential Information of the disclosing Party then in its possession.

Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

XI. Termination

Notwithstanding anything to the contrary elsewhere in this Agreement, any Party, by written notice to the other Party (“Breaching Party”) may terminate this Agreement in whole or in part with respect to such Breaching Party or suspend further performance without terminating this Agreement upon the occurrence of any of the following: a) the Breaching Party terminates or suspends doing business, or, for Supplier, its registered status is revoked or refused renewal; b) the Breaching Party becomes subject to any bankruptcy or insolvency proceeding under federal or state law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a transferee, receiver or similar authority, or makes

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

an assignment for the benefit of creditors; or c) the Breaching Party commits a material breach of any of its obligations under this Agreement or the Terms & Conditions and has not cured such breach within thirty (30) days after receipt of a written notice from the other Party specifying the nature of such.

No delay by either Party in enforcing any of its rights hereunder shall be deemed a waiver of such rights, nor shall a waiver of one default be deemed a waiver of any other or subsequent default.

The enumeration of the foregoing remedies shall not be deemed a waiver of any other remedies to which either Party is legally entitled.

XII. Force Majeure

Neither Party shall be considered in default under this Agreement or responsible in tort, strict liability, contract or other legal theory to the other Party for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service, or any other failure to perform if such failure occurs without fault or negligence and is caused by factors beyond the Party's reasonable control, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, terrorism, insurrection, act of God or the public enemy, action of a court or public authority, or any other cause beyond the reasonable control of the Party, which by the exercise or due diligence is unable to overcome. In

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

the event of a force majeure, both Parties shall take all reasonable steps to comply with this Agreement.

XIII. Liability and Indemnification

In accordance with Section VII, B of this Agreement, Company shall not be responsible for any load estimation errors and shall not be liable to the Supplier for any costs that are associated with such estimating errors.

Except as provided above, Company and Supplier agree to indemnify and hold the other and their respective Affiliates, and the directors, officers, employees, and agents of them harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively "Liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of such Party in connection with the performance of its obligations under the Terms & Conditions. Company and Supplier agree to waive recourse against the other Party and its Affiliates for or arising from the non-negligent performance by such other Party in connection with the performance of its obligations under this Agreement.

Neither the Company nor the Supplier shall be liable for any special, indirect, punitive, exemplary or consequential damages whatsoever under any theory of law that is now or may in the

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

future be in effect, including without limitation: contract, tort, strict liability, or negligence, caused by interruption, abnormal voltage, discontinuance or reversal of energy delivered, circumstances beyond either Party's immediate control, including but not limited to acts of God, accidents, labor difficulties, actions of transmission service provider(s), competitive suppliers, federal, state, or municipal authorities, the failure to receive electricity from any competitive suppliers, implementation of an emergency load reduction program, or the inability for any other reason to maintain uninterrupted and continuous deliveries.

Notwithstanding anything in this Agreement or the Terms & Conditions to the contrary, in no event shall any Party hereto be liable to any other Party hereto for consequential, punitive, special, or exemplary damages.

Notwithstanding the availability of other remedies at law or in equity, either Party hereto shall be entitled to specific performance to remedy a breach of this Agreement by the other Party.

The provisions of this Section shall survive the termination of this Agreement.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

XIV. Dispute Resolution

Disputes hereunder shall be reduced to writing and referred to the Parties' representatives for resolution. The Parties' representatives shall meet and make all reasonable efforts to resolve the dispute. Pending resolution, the Parties shall continue to fulfill their obligations under this Agreement in good faith, unless this Agreement has been suspended or terminated as provided in Section XI. If the Parties fail to resolve the dispute, they may mutually agree to pursue mediation or arbitration to resolve such issues.

XV. Notice

All notices and other communications shall be to the Company contacts listed on the Company's website except as may expressly be provided otherwise in Exhibit A. Notices and other communications to Supplier shall be addressed as shown on Exhibit B. The Parties agree that such written notice, upon confirmation of receipt, shall constitute an acceptable writing.

XVI. Governing Law

This Agreement is governed by the laws of the State of New Hampshire without regard to the conflict of laws in effect therein.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

XVII. Enforceability

In the event that any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the validity and enforceability of the remaining portions thereof shall otherwise be fully enforceable.

XVIII. Assignment and Delegation

Either Party to this Agreement may assign any of its rights or obligations under this Agreement; provided however, that no assignment by Supplier shall take effect until the assignee has met the requirements of Section IV hereunder. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee.

In addition, either Party may subcontract its duties under this Agreement to a subcontractor provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other Party, and the subcontractor shall meet the terms and conditions of this Agreement. The assigning or subcontracting Party shall provide the other Party with thirty (30) calendar days' prior written notice of any such subcontracting or assignment, which notice shall include such information about the subcontractor as the other Party shall reasonably require.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

XIX. Miscellaneous

This Agreement is the entire agreement between the Parties and supersedes all other agreements, communications, and representations.

This Agreement may be amended by written agreement of the Parties.

Paragraph headings are for convenience only and are not to be construed as part of this Agreement.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date above.

[SUPPLIER]

By _____

Title _____

Unitil Energy Systems, Inc.

By _____

Title _____

Issued: March 21, 2025
Effective: June 1, 2025

Authorized by NHPUC Order No. 28,116 in Docket No. DE 23-002, dated March 18, 2025.

Issued by: Daniel Hurstak
Vice President and Treasurer

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT A

COMPANY SPECIFIC PROVISIONS

1. Budget and Payment Options

Supplier acknowledges that Company offers budget and payment plans. In accordance with Section III.6.B.4 of the Terms & Conditions, for any Customer billed under Consolidated Billing Service who has elected budget billing, the amount of payments due to Supplier for Generation Service shall be based on the Customer's actual usage, rather than the amount the Customer is billed under the Company's budget billing program.

2. Summary Billing

Supplier acknowledges that Company may offer a summary billing option, which allows qualified Customers with multiple electric service accounts to consolidate multiple individual billings on a single bill format.

3. Fees

Supplier agrees to pay any fees if and as approved by the Commission. Company shall notify Supplier of the approval of any such fees, and will amend this Exhibit A as may be necessary to describe them.

4. Holidays and Time

Any reference made with respect to time either in this Agreement or the EDI Standards is understood to be Eastern Prevailing Time.

The Company observes Holidays as defined in Section II hereof.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

5. Money Transfers

The Company will transfer payments to the Supplier by way of Automated Clearing House and the timing of such payment shall be calculated pursuant to the Terms & Conditions.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT A

COMPANY SPECIFIC PROVISIONS

6. Business Continuity Plan

If the electronic transmission vehicle used to send and receive files is out of service, the Company will use a business continuity plan which will be posted on the Company's web site. In such an event, Supplier agrees to cooperate with Company and abide by the contents of Company's business continuity plan. Supplier may contact Company's representative, as provided below, for further information about accessing the continuity plan.

7. Company Contact

Information on how to contact the Company's representative for the administration of this Agreement shall be posted on the Company's web site (www.unitil.com).

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

Supplier must fill this form out completely and return it to Company prior to entering into a trading partner agreement with Company. Failure to fill out this form completely will render Company unable to provide services for Supplier.

A. General Information (all suppliers)

1. Legal name of the Competitive Supplier

2. d.b.a. name, if applicable

3. Supplier Address _____

4. Type of Business Entity and State of organization

5. Supplier Customer Service phone number

6. Supplier Tax Identification number

7. Name of the Supplier's general contact & phone number

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

8. Supplier's general contact facsimile number

9. Supplier's general contact internet address

10. Name of Supplier's technical contact and phone number

11. Supplier's technical contact facsimile number

12. Supplier's technical contact internet address

13. Supplier Dun & Bradstreet number

14. Date Supplier attended New Hampshire supplier training?

15. Has Supplier registered with the New Hampshire Department of Energy?

B. Billing and Banking Information (for Suppliers opting for Consolidated Billing Service)

1. If the Supplier is planning to assign its own account number, provide format and size _____

2. Name of receiving bank (to accept electronic transfer of customer payments) _____

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

3. Routing and transit number (ABA number)

4. Bank account number _____

C. Electronic Transmission Vehicle

1. Name of Provider _____

2. ISA Qualifier _____

3. ISA ID _____

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

D. Establishment of ISO-NE Load Asset

- 1. Name of the Market Participant in whose settlement account the Supplier's load will be served**

- 2. Market Participant ID**

- 3. Own Load Number**

- 4. Supplier Contact Name and phone number**

- 5. Supplier Contact facsimile number**

- 6. Supplier Contact e-mail address**

- 7. Estimated Load Transfer (kW Demand)**

- 8. Estimated Transfer Date (mo/day/year)**

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

E. Notices to Supplier shall go to:

Name: _____

Address: _____

Telephone: _____

Telecopier: _____

Electronic Mail: _____

Authorized Signature: _____

Name (printed or typed): _____

Title: _____

Date: _____