



## ELECTRIC SUPPLY CONTRACT SUMMARY

MAFRTOS230112

You have purchased an electric supply product from **SmartEnergy**. Your electric utility will continue to deliver the electricity you use to your home.

|                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Price                                                                                                                                                                                                                                                                                                                                    | <b>15.6 cents per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.</b>                                                                                                                                                                                                                                                     |
| Term                                                                                                                                                                                                                                                                                                                                     | The above price will remain constant for 12 months.                                                                                                                                                                                                                                                                                                                                                            |
| Early Cancellation Fee                                                                                                                                                                                                                                                                                                                   | There is no cancellation fee if you cancel your contract prior to the end of its term.                                                                                                                                                                                                                                                                                                                         |
| Automatic Renewal                                                                                                                                                                                                                                                                                                                        | Your contract will automatically renew to a new price at the end of the contract term unless you inform <b>SmartEnergy</b> otherwise. The new price may be higher or lower than the existing price. <b>SmartEnergy</b> will contact you no later than 30 days before each automatic renewal to notify you of your supply options.                                                                              |
| Renewable Energy Content                                                                                                                                                                                                                                                                                                                 | The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 59.2% clean energy resources in 2023. This product includes 100% clean energy resources, an amount that exceeds the minimum requirement.                                                                                                                                                                     |
| Incentives                                                                                                                                                                                                                                                                                                                               | <b>NO INCENTIVE</b>                                                                                                                                                                                                                                                                                                                                                                                            |
| Rescission Period                                                                                                                                                                                                                                                                                                                        | You have 3 days to cancel this contract free of charge from the time you receive your contract and terms and conditions.                                                                                                                                                                                                                                                                                       |
| Competitive Supplier Information                                                                                                                                                                                                                                                                                                         | <b>SmartEnergy Holdings, LLC ("SmartEnergy")</b> , DPU license number <b>CS-120</b> , 1-800-443-4440 (customer service, toll-free) <a href="mailto:customer.care@smartenergy.com">customer.care@smartenergy.com</a> , <a href="http://www.smartenergy.com">www.smartenergy.com</a> . <b>SmartEnergy</b> is only responsible for the electric generation portion of your bill.                                  |
| Electric Utility Information                                                                                                                                                                                                                                                                                                             | <b>National Grid – Mass Electric</b> will continue to deliver the electricity that you use in your home and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact National Grid – Mass Electric at 1-800-322-3223, or by visiting its website at <a href="http://www.nationalgridus.com">www.nationalgridus.com</a> |
| The <b>Massachusetts Department of Public Utilities</b> recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at <a href="http://energyswitchma.gov">http://energyswitchma.gov</a> . |                                                                                                                                                                                                                                                                                                                                                                                                                |



## SmartEnergy- Massachusetts Terms of Service for Residential and Small Commercial Customers

### 1. Agreement to Purchase Electricity.

**SmartEnergy Holdings, LLC ("SmartEnergy")** is a Competitive Supplier licensed by the Commonwealth of **Massachusetts Department of Public Utilities ("DPU")** that provides electricity service for residential and small commercial customers in the Commonwealth of Massachusetts. **SmartEnergy's** electric service license number is CS-120. Subject to acceptance by **SmartEnergy** and your **Electric Distribution Company ("EDC")**, you agree to purchase, and **SmartEnergy** agrees to supply, all of your electricity, as delivered to you by your **EDC** under the terms and conditions set forth in this document (the "Contract"). **SmartEnergy** will be supplying the generation portion of your electricity, and your local **EDC** will continue to provide the distribution services. The **EDC** remains responsible for the delivery of power and energy to you and will continue to respond to any service calls and emergencies. As used herein, the words "we", "us" and "our" refer to **SmartEnergy**, and the words "you" and "your" refer to the **Customer**. Our business address is 400 Madison Avenue, Suite 9A, New York, NY 10017, our mailing address is 7450 Tilghman Street, Suite 100, Allentown, PA 18106-9030, and our internet address [www.smartenergy.com](http://www.smartenergy.com). You may also contact us by telephone at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by e-mail at [customer.care@smartenergy.com](mailto:customer.care@smartenergy.com).

2. Agreement and Term. The Contract, your Enrollment Form, Internet Enrollment Form, or Telephone Verification Recording (as applicable), and Welcome Letter shall be referred to collectively as the "Agreement". The Contract Summary specifies the product type (fixed rate or variable rate) and the term that applies to your Agreement with **SmartEnergy**. Only applicable sections that describe your specific product type will apply to your Agreement. The term of your Agreement begins with the next available meter reading after processing of your enrollment by your **EDC** and **SmartEnergy**.

a. If you enrolled in a fixed-rate plan, your Agreement will continue for the fixed-rate period as set forth at the time of enrollment and confirmed in the Welcome Letter or the Contract Summary, and at the expiration of the fixed-rate period will automatically continue on month-to-month basis, unless earlier terminated by you or **SmartEnergy** in accordance with the terms of this Agreement. **SmartEnergy** will provide you with a renewal notification at least 30 days prior to the expiration of the fixed price period ("Renewal Notice"). In the Renewal Notice, **SmartEnergy** will provide information regarding your options to renew or continue on another **SmartEnergy** product. Unless you select another **SmartEnergy** product, terminate or transfer service within ten (10) days of such notice, your electricity supply with **SmartEnergy** will continue as described herein.

b. If you enrolled in a variable-rate plan, your Agreement will continue on a month-to-month basis, unless terminated by you or **SmartEnergy** in accordance with the terms of this Agreement.

3. Right to Rescind and Cancel. We will not initiate service to you prior to midnight on the third day following your receipt of a written confirmation of an agreement to purchase electricity and these Terms of Service, during which period you shall have the right to rescind, without charge or penalty, your affirmative choice of **SmartEnergy**. You may cancel the Agreement at any time, for any reason, without fees or penalties. To cancel, you may contact **SmartEnergy** by mail, telephone, or electronically at the contact information provided above. If you cancel the Agreement, you agree to pay for the electricity supplied by **SmartEnergy** through the date that another company begins to supply electricity to you. You are responsible for all charges incurred through the date that makes your cancellation effective and for any fees incurred by **SmartEnergy** in collecting any unpaid amounts due. Default Generation Service: You are not required to enter into an agreement with **SmartEnergy** for electric generation service. You may obtain Default Generation Service from your **EDC** at rates set by them from time to time. There is no fee for terminating or initiating Default Generation Services if it is done concurrent with a scheduled meter read.

4. Relocation. You are required to provide notice

to SmartEnergy if you relocate. If you relocate, a final reading will be made at your old address, and your account with both the EDC and SmartEnergy will be terminated. You will be obligated to pay for the electricity supply service provided through the date the termination due to relocation becomes effective, including without limitation, any applicable EDC fees or charges. If you relocate within your EDC's service territory, you may be able to enter into a new electricity supply agreement with SmartEnergy.

5. Disconnection of Service. Only your EDC has the ability to disconnect your service. Failure to make full payment of EDC charges may result in you being disconnected in accordance with your EDC's tariff.

6. Pricing. You have enrolled either in a fixed-rate plan or a variable-rate plan as set forth at the time of enrollment and confirmed in the Welcome Letter or the Contract Summary. Fixed rates and variable rates, if applicable, will be determined as follows:

a. Fixed Rate. If you enrolled in a fixed-rate plan, the fixed rate per kilowatt-hour ("kWh") will be as indicated in the Welcome Letter or the Contract Summary. The fixed rate will be multiplied by the amount of electricity you use in the billing cycle to determine the generation portion of your bill, plus any applicable fees, charges or taxes.

b. Variable Rate. If you enrolled in a variable rate plan, the variable rate per kWh for the first month will be as indicated in the Welcome Letter or the Contract Summary. Thereafter, or if your Agreement converts to a variable-rate plan, the rate for electricity will be a variable rate; variable rates will be established monthly may be higher or lower each month, will be set in SmartEnergy's sole discretion, and are not based on a market or index price. SmartEnergy typically considers some or all of the following factors when setting variable rates:

- publicly available competitor pricing;
- strategic business objectives;
- customer retention or attrition;
- market volatility or uncertainty;
- anticipated customer usage;

- the cost of procuring power including wholesale prices, any ancillary service costs, capacity auctions, utility fees, and transmission and distribution losses;
- weather, supply congestion and infrastructure issues;
- legal or regulatory issues; and
- profit margin.

This list of factors is not exhaustive, and no single factor will determine the rate. Some factors may be estimated or projected, and the factors SmartEnergy considers may be weighed differently each month. SmartEnergy may spread sudden cost increases over multiple billing cycles so that its customers do not bear the burden of such increases in a single month. In addition, SmartEnergy seeks to acquire the majority of its anticipated electricity supply in advance rather than from the spot market. For all of these reasons, the variable rate may not correlate with changes in wholesale market prices, with the EDC's rate or with other suppliers' rates. The variable rate assigned to any particular individual account may vary from the rate assigned to any other particular individual account, even though such accounts may be in the same utility rate class. **YOU WILL NOT RECEIVE A NOTICE OF THE UPCOMING VARIABLE RATE; UNLESS YOU CONTACT SMARTENERGY YOU WILL NOT KNOW THE RATE UNTIL THE TIME OF BILLING.** To access current, available future and highest and lowest historical rates over the preceding 12 months, contact one of our customer care representatives at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or visit our website [www.smartenergy.com](http://www.smartenergy.com). **THERE IS NO LIMIT ON HOW MUCH THE RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT. THE RATE CAN CHANGE EACH BILLING PERIOD.**

c. Depending on the product and plan that you select, you may be billed a monthly customer charge, which if applicable, will be indicated in the Welcome Letter.

d. For both fixed-rate and variable-rate plans, you will incur additional service and delivery charges from your EDC.

e. SmartEnergy's prices may be higher or lower than your EDC's rate in any given month. Current and historical rates should not be taken as a guarantee of future rates.

f. If you accepted an offer from SmartEnergy that included an incentive to enroll, such as a month of free electricity or cash back, your incentive will be described in the Contract Summary or Welcome Letter (or both). You must complete the instructions and comply with the terms and conditions on the form included with your Welcome Letter to receive the incentive. You must have an active account with SmartEnergy when we process the form in order to be eligible. If you have questions regarding the incentive, you may call SmartEnergy at 1-800-443-4440 (toll-free).

7. Billing. You will receive one bill from your EDC monthly, in which your SmartEnergy supply charges will be listed separately from your EDC's delivery charges. Your EDC may or may not charge a fee for switching service to SmartEnergy. If at any time during the term of this Agreement your EDC does not provide consolidated billing for your account, you will be billed by SmartEnergy for any charges owed to SmartEnergy. In that case, you will be billed separately by your EDC for any taxes, distribution charges or other utility fees and charges. SmartEnergy will pass through to you all charges related to the collection of past due charges, including but not limited to, collection agency fees, legal and court fees and account termination fees.

8. Payment. Your payment is due by the date specified in your EDC bill, and late payments will be subject to interest at 1.5% per month or the highest amount allowable under applicable law, whichever is lower. Your EDC will set your payment due date and the payment address. If you have difficulty paying your bill you may be eligible for third party billing or deferred payments or budget billing through your EDC. Please contact your EDC for details about available programs.

9. Credit Requirements. SmartEnergy reserves the right to conduct a credit review prior to providing you with electricity supply service, and reserves the right to refuse you electricity supply service if you do not meet SmartEnergy's credit standards. You agree to provide

SmartEnergy with any information reasonably requested in order to complete the credit review. If, prior to commencing electricity supply service or at any time during the term of the Agreement, SmartEnergy has good faith concerns about your creditworthiness, SmartEnergy may conduct a credit review. No deposit is required in support of the Agreement.

10. Information Release Authorization. You authorize SmartEnergy to obtain and review information regarding your credit history from credit reporting agencies and other information from your EDC, including but not limited to the following: account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, public assistance status, meter readings, characteristics of electricity service and, when charges under the Agreement are included on your EDC bill, billing and payment information. This information may be used by SmartEnergy to determine whether it will commence and/or continue to provide electricity to you. Such information may be disclosed to a third-party if (a) required by law; (b) such disclosure is to a third party service provider under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to us; (c) in connection with your electric generation service; and (d) to our affiliates and subcontractors for marketing purposes. Your acceptance of the Agreement is an authorization for the release of this information to SmartEnergy. This authorization will remain in effect during the term of the Agreement. You may rescind this authorization at any time by providing Notice thereof to SmartEnergy or calling 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. SmartEnergy reserves the right to cancel the Agreement on fifteen (15) calendar days' Notice in the event you rescind such authorization.

11. Renewable Energy and Renewable Energy Credits. If you have selected a renewable energy product from SmartEnergy, your rate includes an additional charge for the purchasing of Renewable Energy Certificates and the following provision applies: SmartEnergy will, either directly and/or through its affiliate(s), retire, on your behalf, non-certified Renewable Energy Credits ("RECs") resulting from

electricity generated from renewable energy sources, which may include solar, wind, geothermal, biomass, biogas, or low-impact hydro, in an amount matching either all of your usage for a calendar year or the renewable content amount specified in your plan description. Each REC represents 1,000 kilowatt hours. You will not have electricity from a specific generation facility delivered directly to your meters; but, through this product, you can support generators of renewable energy that provide electricity to the electricity grid. Renewable energy source availability and generation varies hour-to-hour and from season-to-season, as does all customer electricity usage. SmartEnergy relies on regional system power from the grid to serve its customers' minute-by-minute consumption. But, through retirement of RECs by SmartEnergy, on behalf of customers, SmartEnergy will acquire enough RECs to match either all of your usage or the renewable content amount specified in your plan description. SmartEnergy may take up to six (6) months after the end of a calendar year to retire RECs needed to fulfill this product. SmartEnergy will not be liable to you or any other party for any advertising assertions related to this product including, without limitation, any claim or liability arising from a representation made as to the "green" or "carbon free" nature of the electricity or this product.

12. Change in Terms. The terms and conditions of the Agreement apply to the initial monthly Term and subsequent Terms. If we propose a material change to our terms of service, we will send you written notice, explaining your options and the date by which you must take action to exercise your options, before either the expiration date or the effective date of the change(s). If you do not respond to the written notice described above, your service will continue under the changed terms of service until it is either terminated by you or SmartEnergy in accordance with the terms of the Agreement.

13. Estimated Meter Readings. Your EDC may estimate your usage under regulations set by DPU. Your EDC must take an actual reading at least every other billing cycle and its procedure for estimated meter readings must be approved by DPU. The bill will clearly indicate if it is an estimated reading by use of the word "ESTIMATE" on the bill, in close proximity to the estimated amount.

14. Standard Service Offer Availability. The Commonwealth of Massachusetts requires your EDC to provide a standard service offer. The standard service offer includes power supply you receive from your EDC. You are eligible to receive the standard service offer at any time and to continue to receive it indefinitely.

15. Events of Default. An Event of Default shall mean: (i) failure to make any payment required under the Agreement when due; (ii) the failure to take electric supply when delivered under the terms of the Agreement; (iii) significant downgrading of your credit rating since the effective date of the Agreement, as determined by SmartEnergy in its sole discretion; (iv) if you file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such petition filed against you and such petition is not withdrawn or dismissed for twenty (20) days after such filing; or (v) you are unable to pay your debts as they are due and such inability is not cured within ten (10) days after SmartEnergy provides you with written Notice.

a. Remedy for Event of Default. SmartEnergy has the right to terminate the Agreement according to Section 16 below if an Event of Default by you occurs.

b. Collection of Past Due Charges. SmartEnergy will pass through to you all charges related to the collection of past due charges, including but not limited to, collection agency fees, legal and court fees and account termination fees.

16. Termination of Service by SmartEnergy. SmartEnergy may terminate electricity supply service to you for an Event of Default (defined in Section 15 above) by you, provided that SmartEnergy provides you with at least thirty (30) days' advance written Notice for you to cure the Event of Default before the termination is effective (the "Termination Notice"). If the Event of Default is not cured, the services will be terminated, and you will then receive electricity from your EDC or will be given the opportunity to choose a different electricity supplier. You will be responsible to pay for electricity consumed prior to termination. In addition, in the event of a change in applicable law or regulation that prevents or prohibits SmartEnergy from

performing under the terms of the Agreement, or for any other reason, SmartEnergy reserves the right to terminate the Agreement by giving you any notice required by applicable law.

17. Legal Notice. All legal notice to be given hereunder ("Notice") will be in writing and delivered as specified in the Agreement to both you and SmartEnergy, as applicable, by certified mail or email to you at your service or email address, and to SmartEnergy at 7450 Tilghman Street, Suite 100, Allentown, PA 18106-9030 or [customer.care@smartenergy.com](mailto:customer.care@smartenergy.com). Notice will be effective upon either confirmation of receipt by the person to whom it is addressed, or when delivery is confirmed by the carrier, whichever is earlier.

18. Miscellaneous.

a. Dispute Resolution. You agree to contact SmartEnergy at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. regarding any dispute related to the Agreement. You should contact your EDC concerning a power outage or any other emergency. If your complaint is not resolved after you have contacted SmartEnergy and/or your EDC, or for general EDC information, residential and business customers may contact the DPU for assistance at 1-877-886-5066.

b. Contact Information. In the event of an emergency such as a power failure or downed power line, or for information about universal service programs contact your EDC.

c. Assignment. You may not assign your rights or obligations under the Agreement without SmartEnergy's express written consent. SmartEnergy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds due to it under the Agreement, and may also assign its interest in the Agreement to another electric supplier or other entity as permitted by law. If such an assignment is made, and if Notice is required by law, we will provide Notice no later than thirty (30) calendar days prior to the transfer date.

d. Publicity. When you provide a testimonial or win a contest, SmartEnergy shall be entitled to

disclose and publicize your identity as a customer of SmartEnergy on its website and in any other marketing material.

e. Entire Agreement. The Agreement, including these Terms of Service, constitute the entire agreement for the purchase of electricity between you and SmartEnergy, and shall take the place of any and all prior agreements and understandings, oral or written, regarding SmartEnergy supplying electricity to you. The Agreement is binding upon you and SmartEnergy and each of its respective heirs, successors and permitted legal assigns. The Agreement is not intended to benefit any third party.

f. Representations and Warranties, Limitation of Liability and Arbitration. The electricity supplied by SmartEnergy under the Agreement will be purchased from a variety of sources. SMARTENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THE AGREEMENT, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. SMARTENERGY'S LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING TWELVE (12) MONTHS. NEITHER SMARTENERGY NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON A CLAIM RELATING TO CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, LOST PROFITS, BREACH, NON-PERFORMANCE OR ANY OTHER BASIS. YOU AND SMARTENERGY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. BOTH SMARTENERGY AND YOU AGREE NOT TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT.

g. **Arbitration.** If your complaint or dispute is not resolved through contact with our customer service department, you agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Any arbitration under the Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. Please visit [www.smartenergy.com/resolvingdisputes](http://www.smartenergy.com/resolvingdisputes) for the full terms and conditions that govern your agreement to resolve any disputes arising under the Agreement through binding arbitration or small claims court.

h. **Force Majeure.** SmartEnergy will make commercially reasonable efforts to provide electricity supply but does not guarantee continuous service. SmartEnergy is not responsible for power outages or other events outside its control that may prevent SmartEnergy from supplying electricity (collectively, "Force Majeure Events"), including without limitation, acts of God, accidents, labor disputes, required maintenance, your EDC's non-performance, including without limitation, an outage, or any other cause beyond SmartEnergy's control. SmartEnergy shall not be liable to you for any interruptions caused by a Force Majeure Event.

i. **Governing Law; Venue.** Venue for any lawsuit brought to enforce any term or condition of the Agreement shall lie exclusively in the Commonwealth of Massachusetts. The Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Massachusetts without regard to the application of its conflicts of law principles.

j. **Non-Waiver; Severability.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any subsequent breach or default of the Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision of the Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of the Agreement shall remain in full force and effect.

k. **Amendments.** SmartEnergy may change, modify or amend this Agreement at any time (each a "Change"). Each Change will be made by

SmartEnergy in the manner required by applicable law. Each Change will be posted on SmartEnergy's website ([www.smartenergy.com](http://www.smartenergy.com)), and you will receive individual notice of the Change if required by applicable law. You should review the website periodically for applicable Changes. Your continued use of SmartEnergy's products and services following a Change constitutes your acceptance of this Agreement as so Changed.

l. **Labor.** SmartEnergy does not operate under collective bargaining agreements. SmartEnergy does not operate with employees hired as replacements during the course of a labor dispute.

m. **Low-Income Eligibility.** A discount on your EDC's distribution charges is available to qualifying residential customers. Please contact your EDC for more information and to apply if you are eligible.

19. **Electric Emergencies and Power Quality.** Your EDC will continue to operate the electric transmission lines and to maintain responsibility for power outages and for power quality. You will hold SmartEnergy harmless in the event of a loss of power caused by any entity other than SmartEnergy. If you have an electrical emergency, power outage or reduction in power quality, you should contact your EDC at its telephone number for emergencies. If your EDC is WMECO, call 1-800-286-2000. If your EDC is National Grid, call 1-800-465-1212. If your EDC is NSTAR, call 1-800-592-2000.

20. **Environmental Disclosure Label.** In accordance with DPU regulations, our energy disclosure label is provided to you with this Agreement. An Environmental Disclosure Label specifying the approximate generation resource mix and environmental characteristics of the power supply being offered under this Agreement can be found on the SmartEnergy website at [www.smartenergy.com](http://www.smartenergy.com). SmartEnergy will provide a printed copy of the environmental disclosure information upon request and periodically to the extent required by applicable law. We will provide you with an updated label, on a quarterly basis, to reflect certain characteristics of our electric generation supply.

# RESIDENTIAL DISCLOSURE LABEL

## SmartEnergy Holdings, LLC

Electric suppliers and distribution companies are required to provide customers with a disclosure label. The label enables customers to look at the energy sources, air emissions, and information about the supplier's company in order to make a more informed choice of a power supplier.

|                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                             |  |                         |                         |                            |              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------|-------------------------|----------------------------|--------------|
| <b>Generation Price</b><br>Average price per kWh at different levels of use. *                                                                                                                                                                                                                                            | Average Usage/Month (Residential)                                                                                                                                                                                                                                           |  | 250 kWh                 | 500 kWh                 | 1,000 kWh                  | 2,000 kWh    |
|                                                                                                                                                                                                                                                                                                                           | Average Price per kWh                                                                                                                                                                                                                                                       |  | See contract            | See contract            | See contract               | See contract |
|                                                                                                                                                                                                                                                                                                                           | Average Usage/Month (Commercial)                                                                                                                                                                                                                                            |  | 1,000 kWh               | 10,000 kWh              | 20,000 kWh                 | 40,000 kWh   |
|                                                                                                                                                                                                                                                                                                                           | Average Price per kWh                                                                                                                                                                                                                                                       |  | See contract            | See contract            | See contract               | See contract |
|                                                                                                                                                                                                                                                                                                                           | *The price you pay for generation is set forth in the Contract Summary and Terms of Service between you and SmartEnergy Holdings, LLC (“SmartEnergy”). Please see your Contract Summary and Terms of Service for your price and your most recent bill for your monthly use. |  |                         |                         |                            |              |
| <b>Contract</b>                                                                                                                                                                                                                                                                                                           | Please see your Contract Summary and Terms of Service for your contract terms.                                                                                                                                                                                              |  |                         |                         |                            |              |
| <b>Power Sources</b><br>Demand for electricity from SmartEnergy in the period 07/01/2022-06/30/2023 was met from the following sources. *                                                                                                                                                                                 | Power Sources                                                                                                                                                                                                                                                               |  | System Power            |                         | Renewable Product Contents |              |
|                                                                                                                                                                                                                                                                                                                           | Biomass                                                                                                                                                                                                                                                                     |  | 1.41%                   |                         | 100%                       |              |
|                                                                                                                                                                                                                                                                                                                           | Coal                                                                                                                                                                                                                                                                        |  | 0.16%                   |                         |                            |              |
|                                                                                                                                                                                                                                                                                                                           | Hydro: Large                                                                                                                                                                                                                                                                |  | 11.27%                  |                         |                            |              |
|                                                                                                                                                                                                                                                                                                                           | Hydro: Small                                                                                                                                                                                                                                                                |  | 0%                      |                         |                            |              |
|                                                                                                                                                                                                                                                                                                                           | Imported Power                                                                                                                                                                                                                                                              |  | 11.22%                  |                         |                            |              |
|                                                                                                                                                                                                                                                                                                                           | Municipal Trash                                                                                                                                                                                                                                                             |  | 0.45%                   |                         |                            |              |
|                                                                                                                                                                                                                                                                                                                           | Natural Gas                                                                                                                                                                                                                                                                 |  | 37.06%                  |                         |                            |              |
|                                                                                                                                                                                                                                                                                                                           | Nuclear                                                                                                                                                                                                                                                                     |  | 18.11%                  |                         |                            |              |
|                                                                                                                                                                                                                                                                                                                           | Oil                                                                                                                                                                                                                                                                         |  | 3.88%                   |                         |                            |              |
|                                                                                                                                                                                                                                                                                                                           | Other                                                                                                                                                                                                                                                                       |  | 5.36%                   |                         |                            |              |
|                                                                                                                                                                                                                                                                                                                           | Solar                                                                                                                                                                                                                                                                       |  | 5.82%                   |                         |                            |              |
|                                                                                                                                                                                                                                                                                                                           | Wind                                                                                                                                                                                                                                                                        |  | 5.26%                   |                         |                            |              |
|                                                                                                                                                                                                                                                                                                                           | Total                                                                                                                                                                                                                                                                       |  | 100%                    |                         | 100%                       |              |
|                                                                                                                                                                                                                                                                                                                           | *SmartEnergy procures 100% of its power from the New England System Mix. Total Power Sources may not equal 100% due to rounding.                                                                                                                                            |  |                         |                         |                            |              |
| <b>Air Emissions</b><br>Carbon dioxide (CO <sub>2</sub> ), nitrogen oxide (NO <sub>x</sub> ), and sulfur dioxide (SO <sub>2</sub> ) emission rates from these sources, relative to the regional average, and to the emission rates of a new generating unit.                                                              | Emission rate category                                                                                                                                                                                                                                                      |  | CO <sub>2</sub> per MWh | NO <sub>x</sub> per MWh | SO <sub>2</sub> per MWh    |              |
|                                                                                                                                                                                                                                                                                                                           | New England (1)                                                                                                                                                                                                                                                             |  | 539.37                  | 0.327                   | 0.094                      |              |
|                                                                                                                                                                                                                                                                                                                           | Imports (2)                                                                                                                                                                                                                                                                 |  | 183                     | 0.26                    | 0.23                       |              |
|                                                                                                                                                                                                                                                                                                                           | New unit (3)                                                                                                                                                                                                                                                                |  | 895                     | 0.06                    | 0.01                       |              |
| Source: (1) EPA's Egrid data; (2) DPU based on multiple regional data sources; (3) Massachusetts Department of Environmental Protection Table 7 of the Footprint Major Comprehensive Air Quality Plan Approval                                                                                                            |                                                                                                                                                                                                                                                                             |  |                         |                         |                            |              |
| <b>Regional average generation resource labor characteristics</b>                                                                                                                                                                                                                                                         | Generating workforce                                                                                                                                                                                                                                                        |  | Output (MWh)            |                         | %                          |              |
|                                                                                                                                                                                                                                                                                                                           | With union labor                                                                                                                                                                                                                                                            |  | 26,903,347              |                         | 23%                        |              |
|                                                                                                                                                                                                                                                                                                                           | Without union labor                                                                                                                                                                                                                                                         |  | 91,885,653              |                         | 77%                        |              |
|                                                                                                                                                                                                                                                                                                                           | TOTAL                                                                                                                                                                                                                                                                       |  | 118,789,000             |                         | 100%                       |              |
| Source: NEPOOL-GIS Public Reports and ISO New England Fuel Mix report. These values are for January 1 through December 31, 2021. The labor characteristics were calculated by dividing the number of certificates identified as union labor on the NEPOOL-GIS report by the sum of net energy load from the ISO-NE report |                                                                                                                                                                                                                                                                             |  |                         |                         |                            |              |

### NOTES

- Electricity customers in New England are served by an integrated power grid, not particular generating units. The above information is based on the most recently available information for the NEPOOL Generation Information System. SmartEnergy procures all of its electricity supply through system power contracts from the system, not from specific generating units. SmartEnergy began serving customers in Massachusetts in October 2014.
- See reverse side and your Terms of Service for further information on this label. For additional information, you may contact SmartEnergy at 1-800-443-4440, the Massachusetts Department of Public Utilities Consumer Division at 1-877-866-5066, [www.mass.gov/dpu](http://www.mass.gov/dpu), or the Massachusetts Division of Energy Resources, [www.mass.gov/doer](http://www.mass.gov/doer).
- For further information, contact SmartEnergy by phone at 1-800-443-4440 (toll-free), from 8 AM to 7 PM (Mon – Fri) and 9 AM to 6 PM (Sat) Eastern Time. Updates to this disclosure will be made electronically and available at [www.SmartEnergy.com](http://www.SmartEnergy.com)

## **LABEL DESCRIPTION**

### **Generation Price and Contract:**

Generation Prices displayed are representative average prices for electricity at usage levels that are typical for residential customers. The Generation Price does not include charges for Distribution Service, other Department-regulated services, or other non-generation products or services. The Generation Price does not change with a customer's usage level. Contract items displayed present the length of your contract for generation service, and the price terms included in your contract. See your recent bills to determine average monthly use, and your Terms of Service for additional information.



### **Power Sources:**

The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power throughout the region as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. Known Resources include resources that are owned by, or under contract to, the supplier. System Power represents power purchased in the regional electricity market. Biomass refers to power plants that are fueled by wood or other plant matter. Hydro resources of greater than 30 megawatts in size are deemed "large hydro." All other hydro resources are deemed "small hydro." Other Renewables include fuel cells utilizing renewable fuel sources, landfill gas, and ocean thermal.

### **Emissions:**

Emissions for each the following pollutants are presented as a percent of the regional average emission rate. Arrows represent, for each pollutant, the emission rate from a hypothetical new generation facility.

Carbon Dioxide (CO<sub>2</sub>) is released when fossil fuels (e.g., coal, oil and natural gas) are burned. Carbon dioxide, a greenhouse gas, is a major contributor to global warming.

Nitrogen Oxides (NO<sub>x</sub>) form when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may cause respiratory illness in children with frequent high level exposure. NO<sub>x</sub> also contribute to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life.

Sulfur Dioxide (SO<sub>2</sub>) is formed when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO<sub>2</sub> include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO<sub>2</sub> combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.

### **Labor Data:**

The information on this label regarding whether generators or suppliers operate under collective bargaining agreements is provided to inform you about whether the energy was produced in plants where employee wages and working conditions are mutually determined by employees and management, and protected by union contracts. The information on this label regarding the use of replacement employees during a labor dispute is provided to inform you of whether or not a generator or supplier during a strike by or lock-out of its employees has replaced them with other workers.