



Grid Power Direct, LLC
1 Metrotech Center North, 3rd Floor, Brooklyn, NY 11201
T: 347-799-1685 x210 F:347-799-1686

CONNECTICUT COMMERCIAL CUSTOMER ENROLLMENT FORM

CUSTOMER INFORMATION			
Customer Name:		SS/EID#:	
LDC Name:		LDC Account #:	
Billing Address:			
Service Address:		Rate Class/Load Type:	
Contact Name:	Phone:	Email:	



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CUSTOMER DISCLOSURE STATEMENT	
HOW YOUR CUSTOM FIXED PRICE IS DETERMINED	<p>Price Structure: Electric Fixed Rate of \$_____ for MWh delivered according to Schedule A attached hereto, and remaining volumes above this schedule at a Variable Rate (index and/or optimized purchases) per kWh per month.</p> <p>Electric Fixed and Variable rates shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, ancillaries and RECs), related transmission and distribution charges and other market-related factors, plus applicable taxes, fees, charges, or other assessments and Grid Power Direct’s costs, expenses, and margins. The added margin above the cost of electricity shall be \$_____/ MWh. While variable price rates will vary month-to-month, fixed price rates reflect all-inclusive pricing. Grid Power Direct retains the right to modify a fixed rate due to any federal, state, local or utility changes in regulation or law.</p>
HOW YOUR VARIABLE RATE IS DETERMINED	<p>Grid Power Direct will buy the electricity that you need in the day-ahead markets for you. If the actual usage by hour deviates from the day-ahead purchase, the difference, above or below, will be settled in the hourly balancing market. Variable rates shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, ancillaries and RECs), related transmission and distribution charges and other market-related factors, plus applicable taxes, fees, charges, or other assessments and Grid Power Direct’s costs, expenses, and margins.</p> <p>Check this box if contract will be variable only <input type="checkbox"/></p> <p>The added margin above the variable cost of electricity shall be \$_____/ MWh.</p>
LENGTH OF AGREEMENT AND END DATE	<p>The term will start from the first meter reading until after the enrollment is deemed effective by the LDC, and will be for ____ Months, from ____/____ (Month/Year) to ____/____ (Month/Year)</p>
EARLY TERMINATION FEE & METHOD OF CALCULATION	<p>No early termination fee for variable service with 30 days’ notice. If Fixed service, a termination fee equivalent to the multiplication of the fixed price set forth in this Agreement and the remaining fixed kWh as of the date of termination during the current Term or Renewal Term under this Agreement will be charged to Customer.</p>
LATE PAYMENT FEE	<p>Lower of 1.5% per month on overdue balances when customer is billed directly from Grid Power Direct.</p>
PROVISIONS FOR RENEWAL OF THE AGREEMENT	<p>Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at the same terms unless Grid Power Direct obtains customer’s authorization (written or verifiable oral) after customer has received a written notification of any proposed changes to such terms at least 30 days but no more 60 days prior to the renewal date (the “Renewal Term”). Customer shall retain the right to renew, terminate, or renegotiate this Agreement prior to the anniversary of the renewal period.</p>



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GUARANTEED SAVINGS	There are no guaranteed savings during any period.
SUPPLIER CONTACT INFORMATION	Grid Power Direct LLC PURA Docket XX-XX-XX Website: www.GridPowerDirect.com Grid Power Direct's toll-free number: 877-677-8719
PUBLIC UTILITIES REGULATORY AUTHORITY (PURA) CONTACT INFORMATION	You can contact the PURA with questions about licensed suppliers and generation rates or to file a complaint. PURA's Consumer Services Unit- 800-382-4586. PURA's Website: www.ct.gov/pura

By my signing below, I hereby authorize the Company to use the information I am providing in this form to enroll my Service, or Services, as the case may be. I affirm and represent that: (i) I am at least 18 years of age and legally authorized to switch the supplier for the address or addresses shown on Attachment A, Authorized Meters for Service, (ii) the Customer applying to enroll is a Commercial Customer (as defined herein), and (iii) I have reviewed, understand and agree to the Price, Term, and the attached Terms & Conditions. Signatures by facsimile or digital shall be as effective as original signatures to this Agreement. IN WITNESS WHEREOF, Customer and Grid Power Direct have caused this Agreement to be executed as of the date first set forth above.

Customer:

Grid Power Direct LLC Representative:

Signature *Date*

Signature *Date*

Print Name / Title

Print Name / Title

Company (If Applicable)

Company (If Applicable)



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CONNECTICUT CUSTOMER TERMS AND CONDITIONS

AGREEMENT TO SELL AND PURCHASE ENERGY. This is an agreement between Grid Power Direct, LLC (“GPD”) and the undersigned customer (“Customer”) under which Customer shall initiate electricity service and begin enrollment with Grid Power Direct (the “Agreement”). Subject to the terms and conditions of this Agreement, Grid Power Direct agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Grid Power Direct, necessary to meet Customer’s requirements based upon consumption data obtained by Grid Power Direct or the delivery schedule of the Local Distribution Utility (the “LDU”). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Grid Power Direct or the LDU’s delivery schedule.

TERM. This Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to GPD is deemed effective by the LDU, and shall continue for 12 months (LDU billing cycles) thereafter. After the initial 12 month term, this agreement will renew on a month to month basis at the same terms unless GPD obtains customer’s authorization (written or verifiable oral) after customer has received a written notification of any proposed changes to such terms at least 30 days but no more than 60 days prior to the renewal date (the “Renewal Term”). Customer shall retain the right to renew, terminate or renegotiate this Agreement prior to the anniversary date of the renewal period. The Customer may provide written notice of termination or call GPD at (347) 799 1685 x210 or call their LDU delivery company to terminate the agreement. GPD may terminate this Agreement by providing 30 days’ written notice to the Customer.

PRICE. The price for all electricity sold under this Agreement shall include and be subject to all applicable taxes. In the case where GPD is invoicing Customer directly, GPD will invoice Customer monthly for electricity delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. If Customer fails to pay each invoice in full within 20 days of the invoice date, then, in addition to any other remedies that it may have, GPD may terminate this Agreement upon 15 days written notice to Customer. If GPD or Customer terminates this Agreement prior to the end of the Initial or Renewal Term, and the Agreement is for fixed price service, then the customer shall pay, If Fixed service, a termination fee equivalent to the multiplication of the fixed price set forth in this Agreement and the remaining fixed kWh as of the date of termination during the current Term or Renewal Term under this Agreement. For electricity, the price on your Enrollment Form includes specified volumes of Fixed Price energy, with losses, ancillaries, capacity, renewable portfolio standards, and ARR. For usage above the Fixed Price monthly volumes, ("Base Load"), the Customer will be charged a Variable Price for all usage in excess of the Base Load, which will include any necessary ancillary services, capacity, RPS RECs, and ARR, and the fixed price for usage up to the Base Load ("True-up"), If the usage in any month falls below



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the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for make-whole, cash out costs, as determined by GPD, related to the positive difference between the Base Load and actual consumption ("True-up").

BILLING. The Services you purchase from Company will be included in your Utility monthly bill or in a separate invoice from Company. If from the Utility, the Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur a late payment fee in accordance with the Utility's or the Company's billing and payment policies and procedures, as the case may be. You may be liable for the costs the Company incurs if Company must terminate your Services for failure to pay, such as collection costs or attorney fees. Company shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement, and the Company shall additionally have the right to setoff and net against any deposit or security provided by you pursuant to this Agreement any amounts, charges or damages owed by you to Company. You will be billed and pay Company for the Services based on meter readings and consumption information that Company receives from your Utility ("Billing Quantity"). Company will have the option to adjust the Billing Quantity for fuel and line loss retained by your Utility and interstate transporters from the Purchased Quantities. You are responsible for paying and reimbursing Company for all applicable Fees. If you are tax exempt, you must furnish Company an exemption certificate before your Services commence.

ASSIGNMENT. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of GPD. GPD may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, energy services company or other entity as authorized by the DPS.

INFORMATION RELEASE AUTHORIZATION. Customer authorizes GPD to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; utility account number; credit information, tax status and eligibility for economic development or other incentives. This information may be used by GPD to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer's execution of this Agreement shall constitute authorization for the release of this information to GPD. This authorization will remain in effect during the Initial Term and any Renewal Term(s). Customer may rescind this authorization at any time by providing written notice thereof to GPD or by calling GPD at (347) 799 1685 x210. GPD reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

CONSUMER PROTECTION. Consumer Protection – The services provided by GPD to Customer are governed by the terms and conditions of this Agreement. GPD will provide at least 15 days prior written



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notice prior to the cancellation of service to Customer for any reason. Customer may obtain additional information by contacting GPD at 347.799.1685 ext 210 or the Connecticut Public Utilities Regulatory Authority 1-800-382-4586, at Ten Franklin Square, New Britain, CT 06051, or www.ct.gov/pura. Customer should contact their LDC for details on the availability and terms of default service.

CANCELLATION. Customer is liable for all GPD charges until Customer returns to the LDU supply or is successfully transferred to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued-up subsequent to the final meter reading.

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

TITLE. All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the NE ISO GPD load bus (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. GPD will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

WARRANTY. This Agreement, including applicable attachments, constitutes the entire Agreement between Customer and GPD. GPD makes no representations or warranties other than those expressly set forth in this Agreement, and GPD expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

FORCE MAJEURE. GPD will make commercially reasonable efforts to provide electricity hereunder but GPD does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of GPD ("Force Majeure Events") may result in interruptions in service. GPD will not be liable for any such interruptions caused by a Force Majeure Event, and GPD is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility



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system, non-performance by the LDU (including, but not limited to, a facility outage on its electricity distribution lines), or any other cause beyond GPD's control.

LIABILITY. The remedy in any claim or suit by Customer against GPD will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either GPD or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

CONTACT INFORMATION. Customer may contact GPD's Customer Service Center at (347) 799.1685 Ext. 210, Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to GPD at: GPD at 1 Metrotech Center North, Third Floor, Brooklyn, NY 11201 Customer may also contact The Department's Office of Consumer Services can be reached at: Connecticut Public Utilities Regulatory Authority 1-800-382-4586, at Ten Franklin Square, New Britain, CT 06051, or www.ct.gov/pura.

DISPUTE RESOLUTION. If you have a question, concern, or complaint regarding Grid Power Direct' service, please contact our Customer Service Center at 1-347-799-1685 ext. 210. Grid Power Direct will attempt to address any customer complaint within fifteen (15) days of its receipt and Grid Power Direct and you agree to use good faith efforts to resolve any dispute that may arise. You may also contact the Connecticut Public Utilities Regulatory Authority in writing at Ten Franklin Square, New Britain, NY 06051, by calling 1-800-382-4586, or at www.ct.gov/pura.

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

TAXES AND LAWS. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on GPD's net income, shall be paid by Customer, and Customer agrees to indemnify GPD and hold GPD harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

EMERGENCY SERVICE. EMERGENCY SERVICE CONTACTS. In the event of an emergency such as a power failure, a downed power line, or a natural gas leak, you should call your Utility at the emergency number indicated in the table below. You can also call your local emergency personnel at 911 if the



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emergency warrants. Emergency contact numbers are as follows: Eversource: 1-800-286-2000, United Illuminating: 1-800-722-5584.

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

SCHEDULE A: Service Locations

ACCOUNT NUMBER	SERVICE ADDRESS
MONTHLY LOAD	
(Month 1)	(Usage)