

ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT

This Agreement made this day of , 2000 , between Public Service of New Hampshire, a New Hampshire corporation with a principal place of business at 1000 Elm Street, Manchester, NH (“Company”) and , a corporation with a principal place of business at (“Supplier”).

I. Basic Understandings

Under the Terms and Conditions for Suppliers which is an integral part of the Company’s rate tariff approved by the New Hampshire Public Utilities Commission (“NHPUC”) as in effect and revised from time to time (referred to herein as the “Terms and Conditions”), and recommendations made by the Electronic Data Interchange Working Group report (referred to herein as the “EDI Standards”), made effective by NHPUC order 22,919 and other applicable regulations of the NHPUC, the Company has the authority and obligation to perform services for competitive suppliers of electricity. The Terms and Conditions, in Section 1.f., require the Supplier to enter into a service contract with the Company prior to the initiation of Supplier Service to any customer in the Company’s Service Area. Accordingly, the Company agrees to provide services to Supplier in accordance with the Terms and Conditions, incorporated herein by reference, and the terms of this Agreement.

This form of Agreement has been developed for use between the Company and Competitive Suppliers, and may not be waived, altered, amended, or modified, except as provided herein. Exhibits A and B, attached hereto and incorporated herein by reference, include additional terms which are a part of this Agreement.

II. Definitions

Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Terms and Conditions or EDI Standards. Any reference made with respect to time either in this agreement or the EDI Standards is understood to be Eastern Standard or Daylight Savings Time, whichever is effective on the date of transaction receipt.

The Company observes the following holidays and will not send, receive or process electronic transactions on the following days:

New Years’ Day	Fourth of July	Veteran’s Day	Christmas Day
President’s Day	Labor Day	Thanksgiving Day	
Memorial Day	Columbus Day	Day After Thanksgiving	

III. Term

This Agreement shall become effective on the date last signed below (“Effective Date”) and shall continue in full force and effect from month to month unless terminated by either party by written notice given no less than thirty (30) days prior to the desired termination date, except as provided in Sections VI and XI of this Agreement. Notwithstanding the foregoing, the parties agree to abide by all terms of this Agreement until the completion of processing any transactions that are outstanding at termination. Notwithstanding the Effective Date, Supplier acknowledges that Company will provide Company Services as set forth in Section VII only upon satisfaction of, or express, written waiver of, the requirements of Section IV of this Agreement.

IV. Conditions Precedent

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

- A. Supplier shall provide all information requested in Exhibit A attached hereto.
- B. Supplier shall register and obtain the necessary licensing from the NHPUC.
- C. If Supplier elects to utilize the Consolidated Billing Services or other optional service provided by the Company, Supplier shall execute a separate Service Agreement with the Company for such services and provide all relevant information requested by such contract.
- D. Prior to Customer enrollment, Supplier shall successfully complete testing with the Company of the Electronic Data Interchange Transactions (“EDI”) as specified in the EDI Working Group Report and any other, applicable EDI Working Group standards published under the direction of the EDI Working Group (i.e. on the EDI Working Group Website or its successor) (all of which together with the EDI transactions are referred to as “EDI Standards” herein).

V. Representations

Each party represents that it is and shall remain in compliance with all applicable laws, tariffs, and NHPUC 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.

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.

VI. Supplier's Responsibilities

To the extent reasonably practicable, Supplier shall notify Company within 24 hours in writing if its license to act as a Competitive Supplier is acted upon by the NHPUC in such a way that it materially affects Supplier's performance under this Agreement, including but not limited to, suspension, revocation, modification, or non-renewal. Revocation or non-renewal of Supplier's license shall be grounds for immediate termination of this Agreement by Company.

To the extent reasonably practicable, Supplier shall notify Company no less than forty-eight (48) hours prior, to an event reasonably within Supplier's knowledge, and of which Supplier has reason to believe Company has no knowledge, and that will render Supplier or its agent unable to maintain Supplier's status with NEPOOL 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 or Transition Service Rate under the Company's tariffs with an effective date of the Customer's last meter reading date.

To the extent reasonably practicable, Supplier shall update information requested in Exhibit A five (5) business days prior to any change in information contained in Exhibit A.

Supplier acknowledges that Company will select and may from time to time change the value added network ("VAN") or other electronic data transmission vehicle. Company acknowledges the benefit to both Company and Supplier in minimizing the transaction costs in selecting the VAN. Notwithstanding the above, Company will not change the VAN or other electronic data transmission vehicle without first providing Supplier via Internet electronic mail at least seven (7) days notice of any such change. Supplier shall be responsible for the initial testing costs of the VAN or other electronic data transmission vehicle and all costs of subsequent EDI transaction transmissions as described in the Terms and Conditions and the EDI Standards.

Supplier acknowledges that Company is authorized to deny Supplier Service to Customers if Company has terminated such Customer's Delivery Service in accordance with the rules and regulations of the NHPUC, until such time as the Customer is reinstated by the

Company. In order for Supplier to serve such a Customer after reinstatement, Supplier must re-enroll the Customer.

During the term of this Agreement, as to any EDI Standards implemented subsequent to the initial testing period referenced in Section IV D above, Supplier shall be required to successfully complete testing of said standards in accordance with the EDI Standards.

VII. Company Services and Responsibilities

A. Billing Options

Under the Standard Billing Option, Supplier agrees to separately bill Customers for the cost of Supplier Service provided by the Supplier and for the collection of amounts due to the Supplier from the Customer. Company agrees to provide Supplier with Customer usage information, in accordance with the EDI Standards. All measured billing determinants provided by Company will be based on Company-owned metering, except as agreed to in a subsequent agreement.

Company also agrees to offer a Consolidated Billing Option by Supplier through a separate Service Agreement where Company agrees to issue a single bill for electric service which contains both the Company's and Supplier's billing information.

B. Transaction Processing

Customer transactions will be processed in accordance with the EDI Standards. These transactions include, but are not limited to, account administration, reporting of Customer usage, and reporting of billing, payments and adjustments if the Consolidated Billing Option is selected through a separate Service Agreement. Any changes in these standard transactions will be in accordance with the EDI Standards.

C. Customer Inquiries under the Standard Billing Option

Customers that contact Company concerning the billed amount for Supplier Service or any other Supplier issue will be referred to Supplier's customer service number identified in Exhibit A. Company will not undertake bill investigations, inquiries concerning Supplier charges, collection activities, or the settlement of billing disputes on behalf of Supplier unless the Consolidated Billing Option is selected in a Service Agreement executed between the Company and Supplier. For both Standard Billing and Consolidated Billing Options, Supplier shall be responsible for the reporting and payment of any taxes assessed upon Supplier Service.

D. Errors

If either party finds an 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, that party shall within five (5) days from the date of such discovery, notify the other party in writing or electronically and explain the nature of the error. Notwithstanding the foregoing, the parties acknowledge that the Company may estimate Customer usage when conditions require in accordance with NHPUC regulations, and such estimated usage shall not be considered an error. In the event of an error by the Company, the Company shall either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. 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.

E. Load Estimating and Reporting

Company shall determine Supplier's hourly loads and report such to the ISO-NE in accordance with the Terms and Conditions. In addition, upon Supplier's written request as indicated in Exhibit A, Company shall provide Supplier with the following reports: (1) daily report of Supplier's aggregated hourly loads; and (2) monthly reconciliation of Supplier's aggregated loads (completed once Company has read Customers' meters). Company will provide these reports to Supplier in a format designated by the Company and reasonably acceptable to Supplier. Upon Supplier's request, the Company shall provide the methodology used to calculate transmission and distribution line losses and unaccounted for energy.

F. Additional Services

Additional Services provided by Company shall be specified in a Service Agreement to be executed between the Company and the Supplier.

VIII. Fees

Company may charge fees to Supplier as set forth in the Terms and Conditions for Suppliers section of the Company's rate tariffs as they may be amended from time to time and approved by the NHPUC. For services which are not delineated in the Company's rate tariff, fees shall be negotiated and specified in the Service Agreement governing the provision of those services. Company shall have the right to subtract fees that Supplier owes to Company, and that are sixty (60) days or more past due, from amounts Company collects on behalf of Supplier for reimbursement to Supplier, if applicable. 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. Failure of Supplier to pay within twenty-five (25) days of the posting date on the bill shall result in the addition of interest on any unpaid balance calculated at the rate of 1.5% per month on the total outstanding balance due commencing from the date said bill was posted. The posting date is the date the bill is transmitted to the Supplier. The bill may also be transmitted electronically if agreed to by the parties.

X. Nondisclosure

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. Supplier acknowledges that Company may disclose Confidential Information as it deems necessary to employees and agents of Northeast Utilities Service Company or its successor, (the Company's Service Company Affiliate) to assist Company in meeting its obligations under this Agreement. 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 under an obligation of confidentiality to the other party to this Agreement, or information developed by either party independent of any Confidential Information. 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 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 order or 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; (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 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 and Conditions and has not cured such breach within fifteen (15) 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 is not caused by the affected party's fault or negligence, is caused by factors beyond the party's reasonable control and that by exercise of reasonable diligence the party is unable to prevent or overcome, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, insurrection, act of God or the public enemy, action of a court, public authority or Independent System

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

XIII. Liability and Indemnification

Company and Supplier shall indemnify, defend, and hold the other and their respective affiliates, and the directors, officers, employees and agents of each of them, harmless from and against all damages, costs (including attorney's fees), penalties and liabilities, in tort, contract or otherwise, resulting from claims of third parties arising from, or claimed to have arisen from, any action of the other party. For purposes of such liability and indemnification, however, the parties acknowledge and agree that nothing in such Terms and Conditions prohibits one party from impleading the other party as a third-party defendant, whether or not one or both parties are named as defendants in the initial claim of a third-party. The third-party claim shall be stayed pending resolution of any dispute regarding liability and indemnification under this Agreement. Such resolution shall be final and binding upon the parties only after agreement between the parties or after entry of a final judgment, after any further appeals of a court of competent jurisdiction to which any appeal may have been taken from the determination of the arbitrator(s).

The parties acknowledge and agree that for purposes of the Terms and Conditions, a party seeking recovery from the other party in connection with the performance of its obligations of the Terms and Conditions shall not be entitled to recovery if its conduct is deemed to be more negligent than the conduct of the other party.

The parties expressly acknowledge and agree that the dispute resolution provision in Paragraph XV of this Agreement shall apply to any and all disputes arising under this paragraph, including without limitation, those disputes that arise as a result of either of the parties being named as a defendant in the primary action or being named as a third-party defendant by a defendant in the primary action.

Notwithstanding anything in this Agreement or the Terms and Conditions to the contrary, in no event shall any party hereto be liable to any other party hereto for indirect, consequential, punitive, special, or exemplary damages under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, strict liability, or negligence.

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.

XIV. Terms and Conditions

The parties agree to act in compliance with the Terms and Conditions at all times. In the event the terms of this Agreement conflict with the Terms and Conditions, the Terms and Conditions shall control.

XV. 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 VII. If the parties fail to resolve the dispute within thirty (30) days, they may mutually agree to pursue mediation or arbitration to resolve such issues. The parties agree that the place of mediation or arbitration shall be Manchester, New Hampshire.

XVI. Notice

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

XVII. 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.

XVIII. 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.

XIX. 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 requirements of any applicable laws, rules, regulations, and Terms and Conditions. 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.

XX. 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 _____

Date _____

PUBLIC SERVICE OF NEW HAMPSHIRE

By _____

Title _____

Date _____

EXHIBIT A
SUPPLIER INFORMATION

Supplier must provide the Company all of the information requested below prior to entering into a contract for services with Company or providing Supplier Services to any of the Company's customers. Failure to provide all information will render Company unable to provide services for Supplier.

1. Legal name of the supplier
2. Type of Business Entity
3. Supplier Dun & Bradstreet number
4. Supplier Tax Identification number
5. Supplier Contact for Legal Notices - Name, telephone number, fax number and e-mail address
6. Supplier General Contact - Name, telephone number, fax number and e-mail address
7. Supplier EDI technical Contact - Name, telephone number, fax number and e-mail address
8. Supplier ISO Load Contact - Name, telephone number, fax number and e-mail address
9. Date Supplier attended a New Hampshire supplier training session
10. Supplier's NHPUC supplier license number if available
11. Format and size of Supplier's account numbers
12. Name of Supplier's Value Added Network (VAN) provider
13. Supplier VAN ISA Qualifier
14. Supplier VAN ISA ID
15. Name of the NEPOOL Participant in whose ISO-NE Load Asset the Supplier's load will be served
16. Load Asset ID Number
17. Estimated Load Transfer (kW Demand)
18. Estimated Transfer Date
19. Does the Supplier want to receive hourly load profile results? _____ yes _____ no
20. If the answer to 19 is yes, provide e-mail address to send the report