



Terms of Service - Connecticut

The following is your Terms of Service ("Agreement") with Twin Cities Power, LLC, doing business as Town Square Energy, ("TSE"), for the purchase of residential or small commercial electric service. TSE agrees to sell, and Customer agrees to buy the quantity of electricity delivered to you, as measured or estimated by your local distribution company ("LDC"). The words "we", "us", and "our" and "TSE" refer to Town Square Energy, and the words "you" and "your" refer to the Customer. Retain this agreement for your records.

This Agreement, together with the Customer Service Plan, reflects the entire agreement between you and TSE, and supersedes any oral or written statements made in connection with Supply Service. Any changes to this Agreement must be made in writing. This Agreement is subject to any future legislation; orders, rules, or regulations of the CT DPUC; or tariff or policy changes of the Local Utility. These changes are beyond the control of TSE, and may impact the terms and/or price of this Agreement.

Contact Information

In the event of an emergency or power outage you should call the utility company that supplies power to your local area: **Connecticut Light and Power at 800-286-2000 or The United Illuminating Company at 800-722-5584.**

For questions concerning your rate, service initiation, or service cancellation, please contact TSE, Mon-Fri 8am to 8pm ET, using the following contact information:

Town Square Energy
16233 Kenyon Avenue, Suite 210
Lakeville, MN 55044
Customer Service 1-877-430-0093
customercare@townsquareenergy.com
Fax 1-952-898-3571
www.townsquareenergy.com

ACCESS TO CUSTOMER INFORMATION: By entering into this agreement, you agree that your LDC may release to us certain information that we need to provide you with service, including but not limited to your address, telephone number, account numbers, historical usage information, peak electricity demand and payment history. We will not give or sell your information to any unaffiliated third party without your consent unless we are required to do so by law.

SERVICE: TSE will supply all the electricity that you need for your home or business. TSE is a retail marketer of electricity and not your Local Utility. The Local Utility will continue to deliver electricity to your home or business, read your meter, bill you, and make repairs. The Local Utility will also respond to emergencies and they will remain your point of contact in the case of power outage.

SERVICE INTERRUPTION: You acknowledge and understand that your local utility company remains responsible for delivery of electrical power to you. In no event shall TSE or any person or entity affiliated with TSE be deemed responsible for service interruption or any other problem with the delivery of electrical power to you.

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RIGHT TO RESCIND: You have the right to rescind this agreement without penalty within 3 business days of your receipt of our confirmation of this Agreement by contacting us by telephone at 1-877-430-0093 or by sending an e-mail to customercare@townsquareenergy.com. Any cancellation after the third business day shall be subject to the "Cancellation/Termination" provisions.

SERVICE TERM: This agreement will be effective for each account, commencing upon the third business day following receipt of your signed agreement. Depending on which plan you have selected, your service under this Agreement is provided under either a fixed-rate ("term") product or a variable-price ("month-to-month") product, and could be subject to an early termination fee. If you are a new Customer, your selected product will become effective on the day your service begins with TSE, which coincides with the date your meter is read by the LDC. Because this date is determined by your LDC, TSE is not able to commit to a specific date for the commencement of service. If you are currently a TSE Customer and are switching to another product, your selected product will become effective on the next meter read date following your request to switch to the new plan.

If you have a fixed term agreement with us and it is approaching the expiration date, you will receive written notification from us 30 days prior to the "initial term" (as described in your welcome letter from TSE) expiration date in which we will explain your options to you.

PRICING: For Customers on a fixed rate plan, the rate you pay TSE for generation service is described in your welcome letter. Customers on a variable rate plan will find updated pricing related to their product on TSE's website: townsquareenergy.com. In each case, pricing reflects "full requirements" electric service.

BILLING AND PAYMENT: You will receive one monthly bill from your LDC that includes the TSE generation charge and the delivery charges each with taxes thereon. You will make payments for both the TSE generation charge and the delivery charges directly to your LDC in accordance with your LDC's payment terms. Please consult your LDC's tariffs for information regarding late fees on delinquent payments, termination of service for non-payment, security deposits, payment arrangement plans, and other payment and credit terms.

CANCELLATION/TERMINATION: To cancel this agreement, you may call or fax TSE at the contact information provided above. If you enrolled under a fixed-rate product, you agree to remain a Customer of Town Square until the term expires or be subject to an early cancellation fee. When you cancel services, you agree to pay for the services provided by Town Square through the date you are switched to another electric supplier or returned to the LDC for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date which follows the date on which Town Square gives the LDC notice of your cancellation request. You are responsible for all charges incurred through the date on which cancellation is effected by the LDC.

TERMINATION BY TOWN SQUARE: in accordance with applicable laws, rules and regulations, including those governing termination of service, TSE reserves the right to terminate this agreement : 1) if you fail

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to make timely payment of the TSE generation charge to your LDC, ii) if your LDC is unable to read your meter for 3 consecutive months, or iii) if at some future date there is a change in any law, regulation, market rule or tariff that materially impairs TSE's ability to fulfill its obligations under this agreement. We will provide you with at least 15 days prior written notice of our intent to terminate this agreement for any of the reasons specified in i) to iii) above. In addition we reserve the right to terminate this agreement at any time for our convenience with advance written notice to you of at least 30 days. Upon termination of the agreement by you or us, you will be responsible for all TSE generation charges incurred hereunder until your account is transferred to the LDCs standard service or to another competitive electricity supplier.

COMPLAINTS AND DISPUTE RESOLUTION: Please contact a TSE customer service representative by telephone at 1-877-430-0093 or via email at customercare@townsquareenergy.com if you have questions or complaints regarding your bill or our service. If you are not satisfied with our attempt to resolve the problem, you may seek assistance from the Connecticut DPUC or request information from the DPUC regarding your consumer protection rights under this agreement.

ASSIGNMENT: This agreement shall extend to and be binding upon our respective successors and permitted assigns; provided, however, that you may not assign this agreement without our prior written consent. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement (or any proceeds thereof) in connection with any financing agreement, purchase of receivables program or other billing services arrangement. In addition, we may assign our rights and obligations hereunder to an affiliate of TSE, any person or entity succeeding to all or substantially all of the assets of TSE, or to a competitive supplier licensed to do business in Connecticut. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, TSE shall have no further obligations hereunder.

LIMITATIONS OF LIABILITY: TSE's liability in connection with this Agreement shall not exceed the amount of your largest monthly invoice for electric generation service during the twelve (12) months immediately preceding termination of this agreement. Except as otherwise provided herein, neither party shall be liable to the other for any indirect, special, consequential (including lost profits or revenues), incidental, indirect or punitive damages for claims arising hereunder.

ACCEPTANCE: This agreement shall not become effective until accepted by TSE. Customer acknowledges that it has received and read the Customer Service Plan. The Customer Service Plan, which may be modified from time to time in accordance with CT DPUC rules, shall govern TSE's provision of Supply Service under this Agreement.