

Ambit Northeast, LLC

Versant Power Service Area

Sales Agreement and Terms of Service

EFFECTIVE: 7/15/2025

Maine State Select 12 Month Term 13.0000¢ per kWh

Together with your Contract Disclosure Statement ("Summary"), this your Sales Agreement and Terms of Service for the purchase of electric generation supply service ("Service") from Ambit Northeast, LLC d/b/a Ambit Energy ("Ambit") ("Agreement"). Ambit is licensed as a Competitive Electric Provider by the Maine Public Utilities Commission ("MPUC") under license number 2014-00184 and will supply Service for your residence or business address enrolled under this Agreement. Ambit is not an agent of your electric distribution utility ("Utility"). In the event of a power outage, please contact your Utility. The words "we," "us," and "our" refer to Ambit, and the words "you" and "your" refer to the Customer. Either the Customer or Ambit may be referred to as a "party" or together the "parties." Please retain this Agreement for your records.

By enrolling for service with Ambit, you agree to be bound by this Agreement and pay for the Service Ambit provides to you under this Agreement. The words "plan" and "product" have the same meaning throughout this Agreement.

Service Term and Plan Selection: Ambit agrees to sell and you agree to buy the quantity of electricity delivered to you, as measured or estimated by your Utility. The Term of this Agreement will become effective on the day your Service begins with Ambit, which coincides with your next available meter reading date after Ambit and your Utility processes your enrollment request, and: (i) for a fixed rate will continue for the Initial Term identified in your Summary and any applicable Renewal Term, or (ii) for a variable rate will continue month-to-month. Your Initial Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. The price of the product plan selected, which is identified in your Summary, includes charges for Ambit Service. Any applicable monthly recurring fees will also be disclosed in your Summary. You also agree to pay applicable Utility charges, surcharges, and state and local taxes, which are not included in your Ambit Service rate.

You understand and acknowledge that your plan selection at enrollment is subject to Ambit approval, based on the premise type and/or service class that was previously assigned to your account by your Utility. If the information received from the Utility does not match the requested Ambit product, you agree that Ambit may switch the product type to match information received from the Utility, which may be at a different rate or term length. You will receive written notice of the product's terms and conditions and will have the ability to exercise your right of rescission as described below (see "Rescission Period").

Contract Renewal: If you are on a Variable Rate, your Service will continue month-to-month. If you are on a Fixed Rate plan, you will receive notice from Ambit prior to the end of your Term ("Renewal Notice") which will provide notice of the date the Term ends, your renewal options and how to exercise those options. The Renewal Notice will contain information regarding a renewal product and if you do not affirmatively select a different product offering by contacting Ambit by the deadline communicated, you will be automatically enrolled on the product described in the Renewal Notice. Ambit may also elect to return you to the Utility at the end of your Term. Your first Term after signing a new agreement with Ambit will be deemed your "Initial Term." Each new renewal period after your Initial Term will be deemed a "Renewal Term." UNLESS YOU INFORM AMBIT IN WRITING OR BY TELEPHONE AS PROVIDED IN SECTION 18 THAT YOU DECLINE TO RENEW THIS AGREEMENT UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE, THIS AGREEMENT WILL RENEW UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE. YOUR RENEWAL TERM MAY NOT INCLUDE PRODUCT INCENTIVES ASSOCIATED WITH YOUR INITIAL TERM. You may renew online by logging on to your account management site at www.ambitenergy.com or by calling Customer Care at (877) 282-6248.

Rescission Period: You may rescind this agreement within five (5) calendar days from the receipt of the first bill or invoice including Ambit supply charges, by calling Ambit at (877) 282-6248 Monday – Sunday, 8:00 a.m. – 11:00 p.m. ET or by in writing at P.O. Box 864589, Plano, TX 75086, or electronically by emailing MECustomerCare@ambitenergy.com. Please provide your name, address, phone number and statement that you are rescinding your Agreement under the Right of Rescission. If you decide to rescind your selection, you are responsible for paying all Ambit supply charges for the period that you received Ambit service.

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VERSION DATE: AUGUST 6, 2024

SERVICE PRICE

FIXED RATE: If you have selected a fixed rate, you will receive the fixed rate outlined in your Summary for your Initial Term. After your Initial Term, you will receive a month-to-month Variable Rate.

VARIABLE RATE: Variable rates are set in Ambit’s discretion and may change from month-to-month at Ambit’s discretion based on numerous factors, including, but not limited to, Ambit’s assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle’s pricing and balancing costs, customer retention or attrition,

projected customer bill amounts, competitor pricing or “price to compare” and applicable pricing reset dates, and may include the following costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable renewable portfolio standards, and a profit margin determined in Ambit’s discretion.

VARIABLE RATES ARE NOT DETERMINED BASED ON A FORMULA OR MARKET INDICES, AND THERE IS NO LIMIT ON HOW HIGH THE VARIABLE RATES MAY GO.

STANDARD OFFER SERVICE: All retail electricity customers in Maine are entitled to purchase their electricity supply from a licensed CEP or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply. You can always review existing Service offers to compare your rate under this Agreement to other current offers by going to your state’s public rate chart. You can review your Utility’s available rates by visiting: www.maine.gov/mpuc/electricity/standard_offer_rates/index.html.

Your termination of standard offer service may require the payment of a fee, as required by Chapter 301 of the Commission’s rules. This is a regulatory fee, and it is not imposed by competitive electricity providers. You are encouraged to review the applicability of Chapter 301 in advance of accepting service from a competitive electricity provider.

CANCELLATION AND SWITCHING PROCEDURES: You or Ambit may cancel this Agreement at any time. Cancellation will be effective on your next available meter reading date after Ambit and your Utility processes your cancellation request (“Cancellation Effective Date”). You agree to pay for the Service provided through your Cancellation Effective Date and may be subject to an early termination fee as identified on your Summary. Ambit reserves the right to cancel this Agreement (i) if your Utility is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your Utility and Ambit; or (iii) if the Utility removes you from their consolidated billing program and requires

CONTACT INFORMATION:

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy using the information below:

AMBIT ENERGY
ambitenergy.com
P.O. Box 864589
Plano, TX 75086

Customer Service (877) 282-6248
Fax (877) 805-5606

OPERATING HOURS:

Monday – Sunday 8:00 a.m. – 11:00 p.m. ET
In the event of a power outage, please call your Local Distribution Utility:

CENTRAL MAINE POWER
83 Edison Drive, Augusta, ME 04336

Customer Service (800) 750-4000
Power Outage (800) 696-1000

VERSANT POWER
P.O. Box 932, Bangor, ME 04402

Customer Service (855) 363-7211
Power Outage (207) 973-2000

MAINE PUBLIC UTILITIES COMMISSION
Consumer Assistance Division
18 State House Station Augusta, ME 04333
Main (800)452-4699
www.maine.gov/mpuc/electricity/index.html

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that Ambit bill you separately for your energy supply. This Agreement will be automatically terminated if: (i) your requested service location is not served by the Utility, (ii) if you move outside the Utility's territory, or outside Ambit's service area, or (iii) Ambit returns you to Utility service. Ambit may cancel this Agreement for default of the obligations in this Agreement by the customer with at least thirty (30) days' written notice to you.

BILLING AND PAYMENT: Your Utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your Utility monthly bill will include Ambit supply charges, as well as applicable Utility charges, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. You will make payment directly to the Utility in accordance with the payment terms stated in the Utility's tariffs, unless it is necessary that Ambit bill you directly. You will pay each monthly bill in full in accordance with regulatory requirements of MPUC or be subject to a late payment charge calculated in accordance with the MPUC's rules. In the event of failure to remit payment when due, Ambit will have the right to terminate commodity service and to seek suspension of distribution service. Your Utility may offer you a budget billing payment option. Ambit does not offer budget billing in Maine. You may obtain additional information by contacting the MPUC as indicated in the Contact Information section above.

TAXES AND LAWS: Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to customer's performance of its obligations under this Agreement, shall be paid by customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

ENERGY ASSISTANCE PROGRAMS: The Maine State Housing Authority (MSHA) has been designated by the Legislature to administer the federal Low Income Home Energy Assistance Program

(LIHEAP). The program provides assistance to low income households for their energy bills.

Persons interested in applying for LIHEAP assistance should apply at the nearest Community Action Program office or by calling the MPUC as indicated in the Contact Information section above.

ELIGIBILITY: Ambit does not determine eligibility for pricing based on credit history, Utility payment data or credit score. Ambit does not deny service based on a customer or applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.

INFORMATION RELEASE AUTHORIZATION: You acknowledge that customer billing and payment information may be provided to Ambit from your Utility. This information includes, but is not limited to, customer's account number, meter reading data, rate class and energy usage. This may include customer's address(es) and telephone number, and customer's budget billing plan or payment arrangement preference. Ambit will not give or sell customer information to any unaffiliated party without consent from the customer unless Ambit is required to do so by law or it is necessary to enforce this agreement.

DO-NOT-CALL-LIST: Maine Public Utilities Commission requires that electricity suppliers inform their customers that the Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at donotcall.gov, or by telephone at (888) 382-1222. For TTY, call (866) 290-4236.

AGENCY: Customer appoints Ambit as its agent to acquire the supplies necessary to meet its energy needs, contract for and administer transportation, transmission and related services over interstate facilities and those of the Utility needed to deliver energy to the customer's premises. These services are provided on an arm's-length basis and market-based compensation is included in the price noted in your Agreement.

AGREEMENT SEVERABILITY: If any provision of this Agreement is held by a court or regulatory agency

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of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

DELAYS OR FAILURE TO EXERCISE RIGHTS: No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

ENTIRE AGREEMENT: This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.

ACCEPTANCE AND AMENDMENTS: This Agreement shall not become effective until accepted by Ambit. Ambit reserves the right to cancel this Agreement upon failure of customer to maintain satisfactory credit standing as determined by Ambit. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to customer of such amendment at least thirty (30) days prior to the effective date thereof. Upon receipt of written notice of a material change, customer may terminate this Agreement prior to the date such change becomes effective without penalty.

However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

FORCE MAJEURE: The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the Utility or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice,

to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

ASSIGNMENT: You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit. Ambit may, without your consent, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of Ambit; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit; and/or (d) transfer or assign this Agreement to a certified Energy Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, customer agrees that Ambit shall have no further obligations hereunder.

LIMITATIONS OF LIABILITY: Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit. There are no third-party beneficiaries to this agreement.

REPRESENTATIONS AND WARRANTIES: The energy service under this agreement will meet the applicable Utility's standards and may be supplied from a variety of sources. Ambit makes no representations or warranties other than those expressly set forth in this agreement, and Ambit expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

GOVERNING LAW: This Agreement shall be governed by, enforced and performed in accordance with the rules of Maine Public Utilities Commission. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which

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shall have a detrimental economic impact upon Ambit's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit shall have the right to change this Agreement with thirty (30) days' notice to the customer. Upon receipt of written notice of a material change, customer may terminate this agreement prior to the date such change becomes effective without penalty.

DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

SUMMARY: Most customer concerns or complaints can be resolved quickly and to the customer's satisfaction by calling our customer service department at (877) 282-6248 at the hours identified in the Contact Information section above. Customers can also contact Ambit in writing at P.O. Box 864589 Plano, TX 75086. Also, the customer dispute or complaint may be submitted by either party at any time to the MPUC pursuant to its Complaint Handling Procedure. You may also contact the MPUC, as indicated in the Customer Information section above, to obtain information on consumer protection rights. Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or as warranted by MPUC decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.**

In the unlikely event that Ambit's customer service department or MPUC is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court.

Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS**

ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorney's fees from Ambit to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorney's fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

ARBITRATION AGREEMENT

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Trade Commission.

Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

This Agreement evidences a transaction in interstate commerce, and thus the Federal

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Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 6555 Sierra Drive, Irving, TX 75039. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled.

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at (800) 778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of

the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules.

In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit's last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorney's fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the preceding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorney's fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from

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awarding you that amount. However, you may not recover duplicative awards of attorney's fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.

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Disclosure of Risks and Costs Associated with Real Time or Indexed Electricity Products

Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices or an energy price index.

VOLATILITY RISK: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

FUTURE PERFORMANCE: Past results regarding particular electricity products are not necessarily an indication of future results.

ADDITIONAL COSTS: Electricity supplied directly through the ISO-NE administered day-ahead and real-time energy markets can involve substantial direct and indirect costs, including but not limited to capacity and ancillary service costs, credit assurances and NEPOOL and ISO expense assessments. In addition, participation in these markets may require processes such as load forecasting, scheduling, and settlement in accordance with ISO-NE market rules.