

Supplier Participation and Acknowledgment Agreement

With the encouragement and consent of the Massachusetts Department of Telecommunications and Energy (“MDTE”), Massachusetts Electric Company and its affiliate Nantucket Electric Company (collectively referred to as the “Company”) is actively involved in promoting competitive supply options for customers that are now taking supply under the provisions of the Company’s Default Service Tariff (“Default Service”). As a part of that effort, the Company will be creating lists of “Active Suppliers” by rate class that can be identified for customers on Default Service who are seeking supply options.

_____ (“Supplier”) has met the Company’s conditions for being placed on the Company’s Active Supplier List, for the rate classes that it has identified.

The purpose of this Agreement is to set forth the conditions upon which the Supplier will be placed and maintained by the Company on one or more of its “Active Supplier Lists”. This Agreement is being used to assure that the Supplier understands and acknowledges the conditions it must meet to remain on the Company’s Active Supplier List in order that there will be no misunderstandings going forward.

1. Acknowledgment of Conditions of Participation

Supplier understands and acknowledges that in order for the Supplier to remain on the Active Supplier List, the Supplier agrees that:

- (A) the Supplier must make valid and enforceable offers to supply power on commercially reasonable terms and conditions to any Default Service customer of the Company that inquires, provided such customer is in one of the Supplier’s predetermined rate classes identified by the Supplier and such customer meets Supplier’s minimum credit standards, if any; and
- (B) the Supplier must
 - (i) remain as a registered supplier in good standing with the MDTE; and
 - (ii) continue adequate customer service capabilities to effectively serve customers.

2. Limitations on Legal Rights

- (A) Supplier agrees that this Agreement does not create any legally enforceable cause of action by the Supplier against the Company or any of its affiliates for any form of non-performance by the Company from any expressed or implied promise arising out of this Agreement.

- (B) The Supplier understands that this Agreement does not create any legally enforceable cause of action against the Supplier by the Company for failure of the Supplier to make offers to customers.

3. Reserved Unilateral Rights of the Company

Supplier understands that the Company reserves the right, in its sole discretion, to remove the Supplier from its Active Supplier List for failure of the Supplier to make offers to customers, failure of the Supplier to meet any other program conditions that may be established or for any other reason in the sole discretion and judgment of the Company. The Company also reserves the right to terminate its Active Supplier List initiative at any time for any reason.

AGREED TO AND ACKNOWLEDGED BY

Supplier

By: _____

Title: _____

Date: _____