

**SHARE VERMONT GREEN
PARTICIPATION AGREEMENT**

The Green Mountain Power (GMP) Vermont Green Program (“Program”) is a pilot program providing participants the opportunity to share with small business customers in need. The amount that each participant shares is determined based on a maximum amount of participant’s daily net metering generation designated by the participant. The amount designated creates a value that is based on GMP’s Rate 1 energy charge, which is then billed to the participant by GMP and shared equally among qualifying small business customers as a bill credit. Participation is voluntary and can be terminated at any time. Enrollment in this program entails signing this agreement and downloading a marketplace mobile application, developed and hosted by LO3 Energy (“Marketplace Platform”).

1. Eligibility. Participation is open to any eligible GMP customer (“Participant”). To register, customer must own a net-metered renewable energy source and not be a member of a net metering group.

2. Allocation. Participant agrees to use the Marketplace Platform to make an allocation of Participant’s net metering generation to the Program. This allocation creates a value based on GMP’s Rate 1 Energy Charge (the “allocation value”).

3. Invoicing. The allocation value will appear as line item charge on Participant’s monthly GMP bill. The amount billed is determined by a) the Participant’s net metering data b) the Participant’s preferences as set in the mobile application; and GMP’s Rate 1 Energy Charge.

4. Term. Participant or GMP may terminate at any time with written notice to the other. Once enrolled in the Program, there is no minimum allocation requirement.

5. Governing Law. This Agreement shall be governed by the laws of the State of Vermont without regard to principles of conflicts of laws.

6. Default and Remedies. In the event Participant breaches any of its material obligations under this Agreement, Participant shall be deemed in default if the breach is not cured within ten days of written notice and shall be immediately removed from the Program. A Participant who files for bankruptcy shall notify GMP and be immediately removed from the Program. GMP shall have no liability to Participant under this Agreement, including, but not limited to, consequential, incidental, or indirect damages in tort, contract, or otherwise, except where said limitation of liability is prohibited by law.

8. Participant Acknowledgements; Customer Data and Personal Identifying Information.

a. Participant will be required to provide certain information, including personally identifiable information, to both GMP and to LO3 Energy through the Marketplace Platform App. By providing this information and signing up to participate in the Program, Participant consents to this information, as well as other information related to each transaction, being shared between GMP and LO3 Energy as may otherwise be necessary

to facilitate Program participation and verification. Information obtained by GMP or provided to GMP by LO3 Energy shall be used in accordance with GMP’s Privacy Policy found at: <https://greenmountainpower.com/legal/> Information provided to LO3 Energy will be subject to LO3 Energy’s Privacy Policy found at <https://lo3energy.com/privacy-policy/>

b. Participant acknowledges that to enroll in this Program, a GMP Smart Meter must be installed at the account location. If needed, this Agreement shall authorize GMP to install Smart Meters, which shall remain in place during the entire term of this Agreement. The installation of Smart Meter is done at no additional cost to the Participant.

c. Participant acknowledges that, as a condition of participation in this Program, they will be enrolled in GMP’s ebilling and shall provide the necessary information to GMP to facilitate electronic bill payment via ACH transactions.

d. Participants can temporarily opt out by setting their maximum daily allocation to \$0.00 in the mobile application or may contact the call center or email vtgreen@greenmountainpower.com to opt out permanently.

9. Notices/Electronic Communication. Participant consents to receive communications from GMP and LO3 electronically and agrees that any agreements, notices, disclosures or other correspondence provided by GMP in electronic format satisfy any legal requirement that such communication be in writing. Any Notice or communication required under this Agreement shall be sent to the Participant at the address below and to GMP at:

Attention: Energy Innovation Program Notices
Green Mountain Power
2152 Post Road
Rutland, Vermont 05701
vtgreen@greenmountainpower.com

Agreed to this _____, 202__.

Participant:

Name:
Address:
Email: Phone: