**Third-Party Supplier Contract Summary**

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| Third Party Supplier Information:<br>**By entering into this contract, you are agreeing to purchase your electric supply from this supplier.** | Energy Harbor LLC ("Energy Harbor")<br>1-888-254-6359<br>www.EnergyHarbor.com<br>FirstChoice@EnergyHarbor.com<br>136 East Main Street, Unit 3 Denville, NJ 07834<br>BPU license ESL-0246<br>Energy Harbor is responsible for your electric supply. |
| Price Structure: | **Fixed for Initial Term of 36 months, then converts to a variable monthly price.** After the Initial Term, the price will convert to a variable price that may be higher or lower each month and will be determined in Energy Harbor's sole discretion, based upon generally prevailing market and business conditions (including but not limited to Energy Harbor's cost to provide service and supply, margin, losses, and other applicable charges) at the applicable utility load zone or equivalent for the applicable period. You understand there is no limit on how much the variable price may change from one billing month to the next. Weather fluctuations may impact the variable price. |
| Generation/Supply Price: | 15.09 ¢/kWh during the Initial Term (first 36 months); variable monthly price after the Initial Term. |
| Statement Regarding Savings: | The supply price in this Agreement may not always provide savings to the customer. |
| Amount of Time Required to Change From TPS Back to Default Service or to Another TPS: | If you cancel your service with Energy Harbor, you can expect to be returned to your Local Distribution Company ("LDC") or another Third Party Supplier in approximately thirty (30) days. |
| Incentives: | None |
| Right to Cancel/Rescind: | You will have seven (7) calendar days from the date of the LDC's confirmation notice to contact your LDC and cancel this contract. |
| Contract Start Date: | Your service from Energy Harbor will commence with the next available meter reading following the applicable seven (7) day rescission period, the acceptance of the enrollment request by Energy Harbor, and the processing of the enrollment by your LDC. |
| Contract Term/Length: | 36 months ("Initial Term"), then month-to-month. |
| Cancellation/ETF's: | None |
| Renewal Terms: | At the end of the Initial Term, this Agreement will continue on a month-to-month basis at a variable monthly price ("Renewal Term") unless you or Energy Harbor cancel this Agreement or enter into a new contract. You will receive written notification from Energy Harbor at least thirty (30) calendar days before your last meter reading of the Initial Term of any renewal offer and the details of any changes to the Terms and Conditions or pricing to be effective during the renewal period ("Renewal Notice"). If you do not respond to a Renewal Notice, this Agreement will continue on a month-to-month basis at a variable monthly price until you either enter into a new agreement with Energy Harbor or you or Energy Harbor cancel this Agreement. |
| Distribution Company Information: | **Public Service Electric and Gas www.nj.pseg.com**<br>Non-Emergency Line: **(800) 436-7734**<br>Emergency Line/Reporting Outages: **(800) 880-7734**<br>Your LDC will continue to deliver the electricity and you will continue to pay your LDC for this service. You should call your LDC in the event of any emergencies or power outages. |

To obtain a version of this document in Spanish, please contact customer service at 1-888-254-6359.

## Residential - Electric Terms and Conditions

These Terms and Conditions together with the enrollment materials are your Agreement ("Agreement") for electric generation service with Energy Harbor LLC ("Energy Harbor"). Please keep a copy for your records.

Energy Harbor is licensed by the New Jersey Board of Public Utilities ("BPU") to offer and supply electric generation services in New Jersey. As a Third Party Supplier ("TPS"), Energy Harbor will supply the electric generation to your local distribution company ("LDC") based on your usage. Your LDC then distributes or delivers the electricity to you. Energy Harbor sets the generation prices and charges that the customers pay. The BPU regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. **The purpose of this Agreement is to authorize a change in your electric generation supplier and establish the terms and conditions under which Energy Harbor will supply your electric generation needs.**

**Right of Rescission:** Once you have been enrolled to receive generation service from Energy Harbor, your LDC will send you a confirmation letter. You have the right to rescind your enrollment within seven (7) calendar days following the date of the confirmation letter by contacting the LDC by telephone or in writing as described in the letter. This contract shall not be legally binding on you until the seven (7) day rescission period has expired and you have not, directly or indirectly, rescinded your selection. The Right of Rescission only applies when you switch to a generation supplier and not on renewal enrollments. Your LDC will not send a confirmation notice upon any renewal of this Agreement.

**Eligibility:** Only eligible residential customer accounts may enroll in this offer from Energy Harbor. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance.

**Prices:** During the initial term of this Agreement, you agree to pay Energy Harbor a fixed price for combined electric generation and related charges, specified in the Contract Summary. This price may change without your consent and without notice to you to reflect a change in the New Jersey Sales and Use Tax or the imposition of other State-mandated charges. Your LDC's Price to Compare ("PTC") is the average cost per kWh for electric generation and transmission. It includes the cost of energy, capacity, transmission, ancillary services, line losses, state sales tax, etc. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. In addition to Energy Harbor's charges, you will be charged by your LDC for distribution and various other charges. There shall be no charge for starting or stopping electric generation service if done within the terms of this contract. This does not prohibit application of an early termination fee as described herein.

**Length of Agreement:** Your service from Energy Harbor will commence with the next available meter reading following the applicable seven (7) day rescission period, the acceptance of the enrollment request by Energy Harbor, and the processing of the enrollment by your LDC. Your service will continue for the length of the service period specified in the Contract Summary ("Initial Term") and then continue on a month-to-month basis thereafter ("Renewal Term") unless you or Energy Harbor cancel this Agreement. Any Renewal Term will be governed by the Contract Expiration / Renewal section of this Agreement. In the event that any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, at least thirty (30) days following the date of the notice, and you will be returned to your LDC for retail electric service unless you select another TPS. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive at least thirty (30) days prior written notice of the termination, after which you may be returned to your LDC for retail electric service unless you select another TPS. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for the cancellation/termination fee (if any) set forth in the table above. You must still pay all Energy Harbor charges through the date you are returned to your LDC or switched to another TPS for service.

**Billing:** You will receive a consolidated bill monthly from your LDC for both your Energy Harbor and LDC charges. Energy Harbor does not offer budget billing. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of thirty (30) days written notice, and an opportunity to cure any deficiency, as further described in the Cancellation/Termination Provisions below. Upon cancellation you will be returned to your LDC unless you select another TPS. You will remain responsible to pay Energy Harbor for any electricity used before this Agreement is cancelled, as well as any late payment and early termination charges. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay LDC charges may result in your electric service being disconnected in accordance with the LDC tariff. All applicable taxes shall be listed separately on the monthly bill statement in accordance with the state and local tax law.

**Penalties, Fees and Exceptions:** Your LDC may charge you switching fees. If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor may charge a 1.5% per month late payment fee.

**Cancellation/Termination Provisions:** If this Agreement is not rescinded during the rescission period, there may be a cancellation/termination fee indicated in the Contract Summary if you terminate this Agreement for any other reason, except as expressly provided herein. Energy Harbor in its sole and absolute discretion, without any cause, may terminate this Agreement upon providing you with thirty (30) days' written notice. Notwithstanding the foregoing, if you do not pay the undisputed portion of your bill by the due date, after providing written notice, Energy Harbor may terminate this Agreement effective on the date of your next meter read at least thirty (30) calendar days following the written notice. All disputed amounts must be resolved within thirty (30) days after you notify Energy Harbor of a disputed portion of the bill. If this Agreement is terminated, you will return to your LDC unless you have selected another TPS. You will remain responsible to pay Energy Harbor for any electricity supply used before this Agreement is terminated, as well as any late payment charges. You may terminate this Agreement upon forty-eight (48) hours' notice without penalty if any of the following occur: you relocate within or outside the LDC's franchise area; in the event of disability that renders you unable to pay for the TPS's service; your death. You and Energy Harbor both agree that the following will constitute force majeure events under this Agreement and that Energy Harbor shall have the right to terminate or modify the agreement without liability if: the BPU approves or implements a phase-in credit for generation and/or transmission charges of the LDC or takes any other action which affects the PTC or otherwise does not allow the LDC to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your LDC.

**Customer Consent and Information Release Authorization:** By choosing to accept this offer from Energy Harbor you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the LDC that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Energy Harbor reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor, the end of the seven (7) day rescission period, and subsequent acceptance of the enrollment by your LDC.

**Customer Consent to Communications:** By signing this Agreement, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-888-254-6359. Such revocation has no bearing on your ability to contract with Energy Harbor.

**Contract Expiration / Renewal:** At the end of the Initial Term, this Agreement will continue on a month-to-month basis ("Renewal Term"), unless you or Energy Harbor cancel this Agreement or enter into a new contract. **During the Renewal Term, you will continue to be served under these same terms and conditions, except that the Generation/Supply Price will be a variable price that may be higher or lower each month and will be determined in Energy Harbor's sole discretion, based upon generally prevailing market and business conditions (including but not limited to Energy Harbor's cost to provide service and supply, margin, losses, and other applicable charges) at the applicable utility load zone or equivalent for the applicable period. Weather fluctuations may impact the variable price during the Renewal Term. During the Renewal Term, you understand there is no limit on how much the variable price may change from one**

**billing month to the next.** Alternatively, Energy Harbor may offer to renew this Agreement for an additional term or offer you a new agreement. You will receive written notification from Energy Harbor at least thirty (30) calendar days before your last meter reading of the Initial Term of any renewal offer and the details of any changes to the Terms and Conditions or pricing to be effective during the renewal period ("Renewal Notice"). In the Renewal Notice, Energy Harbor will explain your options, which may include renewing the Agreement, the specified rate, proposed changes if any, and what actions you must take to cancel the Agreement. If you do not respond to a Renewal Notice as set forth therein, this Agreement will continue on a month-to-month basis as stated above until you either enter into a new agreement with Energy Harbor or you or Energy Harbor cancel this Agreement. If Energy Harbor decides not to continue this Agreement on a month-to-month basis or offer you a new agreement, Energy Harbor will notify you at least thirty (30) days before your last meter reading that this Agreement will expire on the date of your last meter reading specified in the Contract Summary. You are responsible for arranging your electric supply upon the expiration of the Agreement.

**Dispute Procedures:** Contact Energy Harbor with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) from eight a.m. to five p.m. EST weekdays, or in writing at 168 East Market Street, Akron, OH 44308. Our web address is www.energyharbor.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the BPU for assistance at 1-800-624-0241 (toll free) from eight a.m. to five p.m. weekdays, or at https://www.nj.gov/bpu/assistance/index.html.

**Miscellaneous:** You can request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing your Social Security number and/or account number(s) without your written consent except for Energy Harbor's collections and reporting, or assigning your contract to another TPS. Energy Harbor's environmental disclosure statement is available for viewing on our website www.energyharbor.com. You agree that Energy Harbor can make any required updates to the environmental disclosure statement electronically on its website unless otherwise directed by law, regulation or the BPU. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the BPU. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the LDC: operation and maintenance of the LDC's electrical system, any interruption of service, termination of service, or deterioration of the LDC's service. For any non-emergency LDC-related issues, please contact your LDC at **(800) 436-7734 In the event of an emergency, such as a power outage, you should contact your local LDC at (800) 880-7734** You are responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the LDC if your rate code is changed and the account is no longer eligible for this offer. You authorize, but do not obligate Energy Harbor to exercise your governmental aggregation opt-out rights. If you are a qualified New Jersey net metering customer under NJAC 14:8-4.3, you must notify Energy Harbor of that status. Energy Harbor will serve net metering customers, including but not limited to compensation for energy and capacity produced by the customer, in accordance with the terms and conditions established by New Jersey law and/or the BPU. To the extent New Jersey law changes and modifies the state-mandated net metering compensation, Energy Harbor's administration of this program will change accordingly, including the compensation paid to you in accordance with the changed law. Existing customers are not eligible to switch to a different Energy Harbor rate plan through a third-party site. If you are an existing customer and want to switch rate plans and remain with Energy Harbor, you must contact us at 1-888-254-6359 or visit Energy Harbor's website at www.energyharbor.com to determine your eligibility for available offers, if any.

**Warranty:** Energy Harbor warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.