

Third-Party Supplier (TPS) Contract Summary	
Third-Party Supplier Information	Energy Harbor LLC ("Energy Harbor") 1-888-254-6359 <a href="http://www.energyharbor.com">www.energyharbor.com</a> firstchoice@fes.com 168 E Market St, Akron, OH 44308 BPU License # ESL-0024  Energy Harbor is responsible for your electric supply. <b>By entering into this contract, you are agreeing to purchase your electric supply from this supplier.</b>
Price Structure	<b>Fixed Price</b>
Generation/Supply Price	<b>14.49 ¢/kWh</b>
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 as early one billing cycle depending on your meter-read cycle.
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	Next available meter-read date
Contract Term/Length	Up to <b>36</b> months
Cancellation/Early Termination Fees	<b>None</b>
Renewal Terms	At least thirty (30) calendar days before your last meter reading under this Agreement, Energy Harbor shall either notify you that the Agreement shall expire at the end of its term, or offer you a renewal Agreement, including any changes in terms or pricing. If you wish to accept the renewal Agreement, you must affirmatively respond to the renewal offer. If you do not respond, Energy Harbor may choose to continue the Agreement on a month-to-month basis at the existing terms until you either enter into a new Agreement with Energy Harbor or you or Energy Harbor cancel this Agreement. You are responsible for arranging your electric supply when this Agreement expires.
Local Distribution Company Information	<b>Public Service Electric and Gas</b>  <a href="http://www.nj.pseg.com">www.nj.pseg.com</a>  Non-Emergency Line: <b>(800) 664-4761</b>  Emergency Line/Reporting Outages: <b>(800) 880-7734</b>  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.

Residential - Electric Terms and Conditions	
Product	<b>Fixed Price</b>
Local Distribution Company ("LDC")	<b>Public Service Electric and Gas</b>
Price and Length of Agreement	<b>14.49 ¢/kWh for 36 months</b>
Cancellation/Termination Fee	<b>None</b>

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 of this Agreement 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 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 postmark 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. Net-metered customers are not eligible for this offer, see **Miscellaneous**.

**Prices:** During the term of this Agreement, you agree to pay Energy Harbor a fixed price, specified in the table above, for combined electric generation and related charges. 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") consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. 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 until the meter read date for the last month of service as specified in the table above. 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 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 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.

**Cancellation/Termination Provisions:** If this Agreement is not rescinded during the rescission period, enrollment will be sent to your LDC. There may be a cancellation/termination fee indicated in the table above 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. 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' 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 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 / Automatic Renewal:** At the end of its term, this Agreement will expire, or at Energy Harbor's option, 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 thirty (30) calendar days before your last meter reading 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, at Energy Harbor's option this Agreement will continue on a month-to-month basis under the current terms and conditions and pricing 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 thirty (30) days before your last meter reading that this Agreement will expire on the date of your last meter reading specified in the table above. 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 Energy Harbor, 168 E Market St, Akron, OH 44308. Our web address is [www.energyharbor.com](http://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. EST 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](http://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 their toll-free number. **In the event of a power outage, you should contact your local LDC at the emergency number above.** 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. To enroll a net-metered account, you must contact and notify Energy Harbor of your intent to participate, complete the application process found at [www.energyharbor.com](http://www.energyharbor.com), and opt-in to an offer designated for net-metered accounts in order for compensation to be tracked and paid to you.

**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