

Frontier Utilities Northeast, LLC

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Customer Service Hours: Monday – Friday 7am – 6pm CT, Saturday 8am – 5pm CT

New Jersey Residential Electric Generation Terms of Service

Version Date: 05/06/2021

This is an agreement between Frontier Utilities Northeast, LLC (“Frontier”) and the customer (“Customer”) under which Customer shall initiate electric generation service and begin enrollment with Frontier. These terms and conditions together with the Third Party Supplier Contract Summary, which is incorporated herein by reference, constitute the agreement between Customer and Frontier (the “Agreement”). Any inconsistency between the contract documents shall be governed by these Terms of Service. Frontier is licensed by the New Jersey Board of Public Utilities (“BPU”) to offer and supply electric generation service in New Jersey. Subject to the terms and conditions of this Agreement, Frontier agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as measured or estimated by your Electric Distribution Company (“EDC”). The EDC will continue to deliver the electricity supplied by Frontier. The words “we,” “us,” and “our” also refer to Frontier, and the words “you” and “your” refer to Customer.

The Parties hereby agree as follows:

1. Purpose: The purpose of this Agreement is to authorize Frontier to become your Third Party Supplier (“TPS”) and to authorize Frontier to undertake whatever steps necessary to accomplish your switch. Frontier will begin providing electric generation service to you on the next applicable meter read date after the EDC processes your enrollment and your service will continue throughout the term of this Agreement. Frontier’s electric generation service will be delivered to your residence using EDC’s electricity distribution system. You represent and warrant that the electricity supply being purchased under this Agreement is to be used solely for residential purposes. Frontier’s obligations under this Agreement are conditioned upon you providing complete and accurate information and on you remaining an EDC distribution customer throughout this Agreement under the applicable residential electric rate class.

2. Rescission Period: You will receive a confirmation notice of your selection of Frontier as your TPS and you will have seven (7) calendar days from the date of your confirmation notice to contact your EDC and rescind your selection of Frontier. Further, this Agreement shall not be legally binding upon you until the 7-day confirmation period has expired and you have not, directly or indirectly, rescinded your selection within this period. There is no charge for starting or stopping electric generation service if done within the terms of this Agreement. Please contact us at 1-877-636-3450 should you have questions regarding rescission.

3. Term and Renewal: The Initial Term (as defined in your Third Party Supplier Contract Summary) of this Agreement will begin on the Effective Date (as defined in your Third Party Supplier Contract Summary). Your switch to Frontier as your TPS may take up to two (2) billing cycles. The Initial Term will be for the number of monthly billing cycles specified in the Third Party Supplier Contract Summary. Your meter read date or other date of initiation of service is determined by your EDC; therefore, we are not liable for any resulting delay in commencement of your service. At the end of the Initial Term, your service from us under this Agreement will continue on a month-to-month basis unless and until you renew your service with us under a new contract, or if you do not renew your service with us, until this Agreement is terminated either by you or us. During such month-to-month period, you will pay us a variable price per kWh determined as described in the Pricing section below. A notice of expiration of this Agreement will be sent to you in accordance with applicable rules.

4. Billing: You will receive a bill monthly from your EDC which will include the price for electric generation service provided by Frontier, plus charges from your EDC and applicable taxes. EDC charges may vary in accordance with applicable rules and tariffs. If we are ever required to bill you directly for electric generation service, we may terminate this Agreement and cause your electric generation service to be switched to your EDC as a default service provider with thirty (30) days written notice to you or such other period required by applicable rules. Upon your receipt of such notice, you may instead switch your service to another TPS. You will not be assessed an early termination fee if we terminate your service or as a result you switch your service as provided above in this section. If we agree to bill you directly, we will do so in accordance with bill format applicable to us. Frontier reserves the right to include or cause to be included in any subsequent bill, adjustments to the charges for electric generation service related to previous billings, previous billing errors, meter read errors, miscalculation of taxes or other errors or omissions, whether such bills are issued by your EDC or by us.

5. Payments: All bills are due and payable pursuant to the applicable terms of the EDC’s tariff; however, if we bill you separately for our generation charges, our bill is due and payable within sixteen (16) days from the billing date on your invoice or the postmark date on the envelope, whichever is later, or such later date as may be required under applicable rules. Bills payable directly to us shall be deemed past due and delinquent at the close of business

on the day the bill is due and delinquent or past due balances may result in a late fee equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law. Amounts payable directly to your EDC will be subject to a late fee or other charge as specified by your EDC in its applicable tariff. A \$25.00 insufficient funds fee per transaction will be assessed for any payment directly to us not processed due to insufficient funds or credit availability for any method of payment including checks, bank drafts or credit/debit card transactions. Frontier has a variety of bill payment options available for bills issued directly by Frontier. For more details, please visit www.frontierutilities.com or call us at the numbers listed above.

6. Pricing: Your price per kWh for electric generation service provided by Frontier, including any monthly customer base charge, is set forth in your TPS Contract Summary. Your price will include generation charges, transmission charges, and the sales and use tax, but will not include charges for EDC service (generally, distribution charges, other utility fees and charges, and other taxes). That price for electric generation service, including any monthly customer base charge, will remain fixed until the end of the Initial Term of your service under this Agreement, as specified in your TPS Contract Summary; provided that such price may be increased to reflect any increased costs or charges resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on Frontier that are beyond Frontier's control (see also the "Change in Law or Regulation" section below).

If this Agreement continues for one or more month-to-month periods after the end of your Initial Term, Frontier will charge you a variable price per kWh which is determined by Frontier in its sole discretion. The variable can be based on a variety of factors, and is not solely driven by current and future market prices or risks. The variable price can change without prior notice to you unless required by law. In some cases, the variable may vary significantly from the price during the Initial Term of this Agreement. The following are some, but not all, of the material factors that can influence Frontier's determination of the initial variable price at the end of your initial term and any subsequent changes to the variable price: (i) the current and future expected prices for wholesale electric supply (including an analysis of the supply and demand factors affecting these prices, if desired) and Frontier's desired risk premiums on any pricing; (ii) Frontier's supply position in the market and its comfort level with respect to those positions; (iii) Frontier's expected gross margin, target gross and profit margins, and desired revenues; (iv) Frontier's customer counts and attrition; and/or (v) the prices charged by competitors, and the EDC. Your variable price will include generation charges, transmission charges, and the sales and use tax, but will not include charges for EDC service (generally, distribution charges, other utility fees and charges, and other taxes). During these

monthly periods, you may obtain your variable price by calling us at the contact information listed below.

7. Price Comparison: Please note that the EDC's standard offer rates likely will change from time to time and therefore Frontier does not provide any guarantee of savings in comparison to the EDC's standard offer rates during the Initial Term or the term of any renewals of this Agreement. You may also consult your EDC's Price to Compare shown on your monthly invoice for consideration.

8. Budget Billing: Frontier does not offer budget billing for its electric generation services under this Agreement.

9. Metering: Customer agrees to accept the measurements as determined by EDC for the purposes of accounting for the electric supplied under this Agreement. If EDC is unable to read Customer's meter, EDC will estimate Customer's usage and Customer's charges will be calculated accordingly and adjusted on a future bill. Customer may adjust invoices for any usage errors in accordance with applicable EDC rules. Frontier cannot guarantee a switch of Customer's account to Frontier will occur by a specific date and Frontier will not be liable for delays in the process.

10. Net Metering Program: If you currently own or plan to install during the term of this Agreement eligible renewable electrical generating facilities generating class 1 renewable energy as defined in N.J.A.C. 14:4-8.2 to supply all or part of your electricity usage and such generating facility is or will be net metered by your EDC, you must notify us in order for us to determine your eligibility and to properly enroll or continue to serve you.

11. Fees: Early Termination Fee: If Customer switches away from Frontier to receive like service from any other entity during the contract period indicated on your Third Party Supplier Contract Summary, Frontier may charge an Early Termination Fee ("ETF"), if applicable. An ETF may be a flat fee or may be a certain amount multiplied by remaining months between the switch-out date and contract end date. Broker or Consultants Fees: If a broker or consultant was involved in the negotiation of this Agreement, such broker or consultant will receive a fee or commission. Collection Fees: Customer shall be responsible for any and all collection costs incurred by Frontier.

12. Credit: Frontier reserves the right to determine if your credit standing is satisfactory for originating or continuing electric generation service under this Agreement. Consistent with applicable law, Frontier uses uniform income, deposit and credit requirements in determining whether to offer service to its customers.

13. Dispute Resolution: In the event of a billing dispute or a disagreement involving Frontier's service hereunder, the parties will use their best efforts to resolve the dispute. Please contact us by telephone or in writing as provided below. If you are not satisfied with our attempt to

resolve the problem, you may file a complaint with us and request a Frontier supervisory review. You may call the New Jersey Board of Public Utilities TOLL FREE at 1.800.624.0241 and their website address is <http://www.nj.gov/bpu/assistance/complaints/>.

14. Assignment and Binding Effect: You may not assign this Agreement, in whole or in part, or any of your rights or obligations under the Agreement without Frontier's prior written consent. Frontier 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 Frontier and permitted to perform these services; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Frontier and permitted to perform these services; and/or (d) transfer or assign this Agreement to a certified TPS. 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, you agree that Frontier shall have no further obligations hereunder.

15. Change in Law or Regulation: In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in Frontier incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed to you in your monthly bills for service as additional pass-through charges, to the extent permitted by applicable rules.

16. Information Release Authorization: Throughout the term of this Agreement, Customer authorizes Frontier to obtain information from Customer's EDC that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future energy usage, rate classification, meter readings, characteristics of energy service and, when charges hereunder are included on your bill from EDC, billing and payment information from EDC. you authorize Frontier to release such information to third parties that need to know such information in connection with your electric service and to Frontier's affiliates and subcontractors. These authorizations shall remain in effect as long as this Agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to Frontier. Frontier reserves the right to reject your enrollment or terminate this Agreement in the event these authorizations are rescinded, Customer fails to meet or maintain satisfactory credit standing as determined by Frontier. If Customer fails to remit payment in a timely fashion, Frontier may report the delinquency to a credit reporting agency.

17. Frontier's Termination Rights: Frontier may terminate this Agreement for any non-payment or any other breach of this Agreement upon thirty (30) days prior written notice to you of such termination. If you fail to cure the non-payment or for breach within the thirty (30) day notice period, Frontier may terminate the Agreement even if Customer subsequently cures the non-payment or breach after such period has expired. Frontier may also terminate this Agreement upon thirty (30) days prior written notice to you if you are no longer eligible for consolidated billing by your EDC or if, due to a change in law or other act beyond Frontier's reasonable control, Frontier is no longer able to serve Customer. Either you or Frontier may terminate this Agreement during a month-to-month renewal period upon thirty (30) days written notice effective as of the end of the next applicable meter read date after expiration of the required notice period.

18. Customer's Termination Rights: If you (a) move, (b) becomes disabled, death of the customer of record, and/or is no longer able to pay for Frontier's services, this Agreement may be terminated without penalty by giving Frontier forty-eight (48) hours prior written notice.

19. Force Majeure: Frontier will make commercially reasonable efforts to provide electricity hereunder but Frontier does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Frontier ("Force Majeure Events") may result in interruptions in service. Frontier will not be liable for any such interruptions caused by a Force Majeure Event, and Frontier is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the EDC system, non-performance by the EDC (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Frontier's control.

20. Title, Risk of Loss and Indemnity: You shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electricity after it reaches your electric meter. We shall cease to have title to and risk of loss related to the electricity when it is delivered to the point where the EDC facilities interconnect with your meter. You shall indemnify, defend and hold harmless Frontier from any and all claims for any loss, damage, or injury to persons or property, including without limitation, all consequential, exemplary, or punitive damages arising from or related to any act or incident occurring after title to the electricity has passed to you.

21. Governing Law: Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New Jersey. This Agreement will be interpreted in accordance with the substantive and procedural laws of the State of New Jersey without giving effect to laws and rules governing conflicts of laws.

22. Limitation of Liability: LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

23. Entirety of Agreement / Modification of Agreement: It is the intention of the Parties that this Agreement contains all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the electricity, and supersedes all prior agreements, written or oral. No statement, promise or inducement made by either Party not contained in this Agreement shall be valid or binding. Any alteration, deletion or addition to the Agreement shall be effective only if made in a written amendment executed by both Parties. No amendment or modification shall be made to this Agreement by course of performance, course of dealing or consumption of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.

24. Contact Information:

Frontier Utilities Northeast, LLC
5161 San Felipe, Suite 320
Houston, Texas 77056
Toll Free: 1-877-636-3450
Hours of Operation: Monday – Friday, 7AM – 6PM CDT,
Saturday 8AM – 2 PM CDT
Website: www.frontierutilities.com
Email: care@frontierutilities.com
New Jersey Electric Power Supplier License No. ESL-0220

For emergencies or other inquiries relating to your service, such as a power outage, please call your local utility:

Atlantic City Electric
Emergencies: 1-800-833-7476
Customer Service: 1-800-642-3780

Jersey Central Power & Light
Emergencies: 1-800-662-3115
Customer Service: 1-800-662-3115

Public Service Electric & Gas
Emergencies: 1-800-880-7734
Customer Service: 1-800-436-7734

Rockland Electric Company
Emergencies: 1-877-434-4100
Customer Service: 1-877-434-4100