

Customer Name: _____ Service Address: _____ LDC Account Number: _____

New Jersey Residential and Small Commercial – Third Party Supplier Natural Gas Contract Summary

Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your natural gas supply from this supplier.	Verde Energy USA, Inc. ("Verde") One Gateway Center, Suite 2600 Newark, NJ 07102 Phone Number: 1-800-388-3862 Website: www.verdeenergy.com / Email: customercare@verdeenergy.com BPU License No. GSL-0092 / Supplier is responsible for providing your supply.
Price Structure	Your Agreement is a Fixed Rate Plan for the initial term of 12 Months and includes costs associated with the generation and transmission of your natural gas supply. After the initial term, and notice, with right to cancel, you agree that your agreement will continue and the contract price will convert to a Variable Rate Plan. Under the Variable Rate Plan, your price may vary from month-to-month and may result in higher or lower costs over an initial introductory rate. There is no limit on the variable price, and the rate may be higher than your utility's default supply rate. Variable Prices for natural gas may increase when the weather is very hot or cold, and may be higher or lower than your LDC's rates.
Supply Price	\$0.72900 per THM plus a monthly administrative fee of \$0.00 per month for the term. Following the initial term, and after notice which allows you to cancel this agreement, you agree that if you do not cancel, this agreement will continue on a month-to-month basis, and you will be charged a variable price per month for each month thereafter and a monthly administrative fee, if applicable, until either you or Verde cancel this Agreement.
Statement Regarding Savings	The supply price may not always provide savings to the customer.
Amount of time required to change from TPS back to Default Service or to another TPS	It will take 1-2 billing cycles to complete a change to default service or to another TPS.
Incentives/Renewable Content	This is a 100.0% Renewable Plan. With this energy plan, you will receive up to a \$50 rebate. For this rebate offer, redeem the first \$25 after one month of service and the second \$25 after 6 months of service from Verde Energy. This offer is valid for new enrollments only. If applicable, the plan you enrolled in has incentives, see section 16 for additional details under Incentives Program and the enclosed Incentive Rider to the Contract.
Right to Cancel/Rescind	You have seven calendar days from the date of the Utility's confirmation notice to contact the utility and cancel this Agreement without penalty.
Contract Start Date	The term of this agreement will begin within 1-2 billing cycles of the date your utility processes your enrollment with Verde.
Contract Term/Length	12 Months
Cancellation/Early Termination Fees	Residential/Small Commercial Customers – \$0.00 . The ETF is only applicable to cancellations during a fixed price term. You may cancel without paying an ETF in response to an automatic renewal notice or during a month to month variable rate plan period. If your contract contains an early termination fee, you may avoid paying the early termination fee by contacting your Utility within seven calendar days of the date of your confirmation notice from your Utility.
Automatic Renewal Terms	If you have a fixed term contract approaching the end of the initial term, you will receive a written notification 30-60 days prior to the end of the initial term. The notification will explain your options going forward. The notification will explain your options going forward. If you take no action, you agree that this agreement will continue its term on a month-to-month Variable Rate Plan and you will pay a variable price per THM plus a monthly administrative fee, if applicable, until either you or Verde cancel this agreement.
Distribution Company Information	New Jersey Natural Gas (NJNG): 1415 Wyckoff Rd, Wall Township, NJ 07719 Website: www.njng.com In Case of Emergency or Outage: 800-427-5325 / Toll-free Customer Service: 800-221-0051 Your utility will continue to deliver your natural gas and you will continue to pay your utility for natural gas delivery charges. In case of emergency, call your utility at the above emergency number.
Board of Public Utilities, Division of Customer Assistance (DCA) Contact Information	You may contact the DCA with questions or complaints about licensed suppliers at: BPU DCA Phone: (800) 624-0241 BPU DCA Website: https://nj.gov/bpu/assistance/complaints/inquiry.html

Slamming: defined as an unauthorized change of a customer's electric power and/or gas supplier.
LLAME A VERDE AL 1-800-388-3862 PARA SOLICITAR UN RESUMEN DEL CONTRATO EN ESPAÑOL.

New Jersey Residential and Small Commercial Terms of Service

This is an agreement for natural gas supply service between Verde Energy USA Inc. ("Verde Energy", "Verde", "Company" or "we") and you ("you" or "Customer"), for the service address or addresses set forth in your Welcome Letter or Natural Gas Service Agreement ("NGSA"). Together, the Terms of Service set forth herein, your Contract Summary, your voice-recorded verification of authorization, if applicable, and your Welcome Letter or NGSA, collectively describe your agreement with respect to your purchase of natural gas supply service from Company ("Agreement"). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Company is licensed by the New Jersey Bureau of Public Utilities ("BPU") to offer and supply natural gas services in the State of New Jersey. Generation prices and charges are set by the Supplier you have chosen. Your Utility will deliver the natural gas to you. The BPU regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions

- Natural Gas Distribution Company ("Utility") – The public utility that provides facilities for the transmission and distribution of natural gas to retail customers. Utilities are regulated by the BPU.
- Commodity Charge – Charge for the supply of natural gas. Commodity service is competitively priced and is not regulated by the BPU. This charge depends on the contract between the customer and the Supplier.
- New Jersey Bureau of Public Utilities ("BPU") is the regulatory agency that provides oversight, policy guidance and direction to public utilities. The BPU licenses natural gas Suppliers.
- Third-Party Supplier ("Supplier" or "TPS") – a supplier of electricity or natural gas licensed by the BPU.
- Transmission Charge – Part of the basic service charges on every customer's bill for transporting natural gas supply from the source of supply to the Utility. The Federal Energy Regulatory Commission regulates transmission prices and services. This charge will vary with your source of supply.

Right of Rescission – You will receive a confirmation notice from your Utility confirming your choice of Supplier. You may rescind this Agreement within seven calendar days from the date of the confirmation notice by contacting your Utility at the customer service number provided in your Contract Summary. This Agreement shall not be legally binding until the rescission period has expired without Customer exercising the right of rescission.

Terms of Service

1. Basic Service Prices.

Your rate plan and price per THM will be as specified in your Contract Summary.

Fixed Rate Plan: You will pay the fixed rate per CCF, Mcf, Therm, or Dekatherm, as specified in your Contract Summary for the duration of your Term. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Contract Summary.

Variable Rate Plan: YOU WILL PAY THE VARIABLE RATE PER CCF, MCF, THERM, OR DEKATHERM, AS SPECIFIED IN YOUR CONTRACT SUMMARY FOR THE FIRST BILLING CYCLE. AFTER THE FIRST BILLING CYCLE YOUR RATE WILL VARY. THE VARIABLE RATE PLAN IS A MONTH-TO-MONTH PLAN BASED ON A VARIABLE RATE METHODOLOGY WHICH SHALL REFLECT, FOR EACH MONTH, THE COST OF NATURAL GAS OBTAINED FROM ALL SOURCES (INCLUDING SUPPLY, CAPACITY, AND STORAGE), RELATED TRANSPORTATION, IF APPLICABLE, AND OTHER MARKET-RELATED FACTORS, PLUS ALL APPLICABLE TAXES, FEES, CHARGES OR OTHER ASSESSMENTS, AND COMPANY'S COSTS, EXPENSES AND MARGINS. THERE IS NO LIMIT TO VARIABLE RATE OR HOW MUCH IT WILL CHANGE FROM ONE BILLING CYCLE TO THE NEXT, AND IT MAY BE HIGHER THAN THAT CHARGED BY THE UTILITY. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Contract Summary.

The rate you pay Company will include the Commodity Charge and Transmission Charge. If your plan includes a green, carbon neutral, or renewable component, then Company will purchase and retire renewable energy certificates ("RECs"), carbon offsets, verified emission reductions or other instruments or attributes to ensure that a specified percentage of your natural gas usage, as disclosed in your Contract Summary if applicable, is offset. The renewable, green or carbon neutral content of your plan, if applicable, is specified in your Contract Summary.

You are responsible for any and all taxes (whether passed through to you on your Utility's bill as a separate line item or as part of the price of natural gas, as required by law, rule or regulation) and Utility charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide Company with the necessary certificates and other documentation to qualify for such status. You will incur additional charges for the Utility's distribution services.

2. Billing. Your Utility will continue to issue a monthly bill and the bill will include both your Transmission Charge and your Commodity Charge, as well as your Utility's distribution charges, and any other charges incurred in accordance with this Agreement. Customer acknowledges that Customer billing and payment information may be provided to the Supplier. Bills will continue to be based on actual or estimated meter readings. Company will use the same meter reading information from the Utility to derive your natural gas supply charges. Unless otherwise provided herein, your payment terms will be governed by the terms of the Utility's tariff. Company does not offer budget billing for the natural gas supply portion of Customer's bill. Company does not pay or arrange for the payment of any outstanding debts owed by you to the Utility or previous Supplier.

3. Length of Agreement (Term) / No Guarantee of Switch Period. The Term of this Agreement is as specified in your Contract Summary. The term of this agreement will begin within one to two billing cycles of the date your Utility processes your enrollment with Company. You will buy your natural gas supply for the service addresses set forth in your Welcome Letter or NGSA from Company within one to two billing cycles of the date your Utility processes your enrollment, and will continue to do so for the entire Term, with the exception of a new meter installation or special meter reading

date. Customer acknowledges that Company cannot guarantee a switch of Customer's account by a specific date and hereby holds harmless Company from any liability for, or arising out of, delays in this process. You have seven (7) calendar days from the date of the switch notice from your Utility to accept or decline this Agreement. This Agreement shall remain in effect until you notify Company in writing or by phone of your intent to cancel.

4. Penalties, Fees and Exceptions.

If you cancel or terminate this Agreement prior to the end of the Term, you will pay an early termination fee as specified in your Contract Summary. Notwithstanding the foregoing, you may cancel this Agreement without being assessed an early termination or cancellation fee if you provide notice within 48 hours of one of the following events: (1) you move to another location within or outside of your Utility's service territory and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address; (2) you suffer a disability that renders you unable to pay your natural gas supply service; or (3) the customer of record is deceased. You will be responsible for amounts due, up to the switch date, for all outstanding charges incurred for services prior to cancellation or termination of this Agreement. If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. Company may use the services of debt collection agencies, consumer-reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

You will be assessed a fee of \$30.00 for payments returned for insufficient funds or credit card transaction not processed due to insufficient funds or credit availability by any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card.

5. Cancellation Provisions. You may cancel this Agreement without penalty within seven calendar days of the confirmation notice from your Utility. After the seventh calendar day, you may cancel this Agreement at any time by calling Company, but you will be required to pay the early termination fee, if applicable. The early termination fee is only applicable during a fixed price term. It is not applicable if you are cancelling in response to an automatic renewal notice or during a month to month variable rate plan period. There is no charge for starting or stopping natural gas supply service other than the early termination fee if applicable. Your cancellation date will be effective when processed by the utility and may be applied at the end of your monthly billing cycle or meter read date. You will be responsible for all payments due hereunder until the cancellation of natural gas supply service is completed. If for any reason Company is no longer able to economically continue this Agreement, Company may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of Company if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Company is or becomes untrue. We will provide you written notice at least 30 calendar days prior to our cancellation of this Agreement. If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the Utility until you designate another provider of natural gas supply service or service is shut off by the Utility. Only the Utility may shut off your natural gas service.

6. Automatic Renewal; Change in Terms. If you have a fixed term Agreement approaching the end of the initial term, or whenever we propose to change the terms of service in any type of contract, you will receive a written notification that 30 to 60 days prior to the end of the initial term or 30 days prior to the effective date of the proposed changes. These notifications will explain your options going forward. If you do not respond to the automatic renewal notice, at the end of your initial term, your service will continue on a month-to-month Variable Rate Plan until you (i) select another offer from Company, (ii) enroll with another Supplier, or (iii) cancel this contract and return to the Utility's default supply service. If you do not respond to the notice regarding a proposed change in the terms of services to provide your affirmative consent, your contract will end on the next meter read date.

To obtain additional details regarding the automatic renewal and cancellation procedure, including how to cancel any default month-to-month Variable Rate Plan, you may contact Verde as listed in section 14.

7. Change in Law or Regulation. In the event that there is a change (including change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgement, or decree by a governmental authority, regulatory body or the regional Independent System Operator, pipeline or storage operator, 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 (including, but not limited to transmission, storage, or capacity costs), protocols, market rules, load profiles, capacity tags, demand measures, and such change results in Company 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 law or regulatory rules. If there is a change in law or regulation as described in this section, which impacts any term, condition or provision of this Agreement including, but not limited to price, we shall have the right to modify this Agreement to reflect such change in law or regulation. Any such modification or assessment of pass-through charges do not require customer consent or notice to customer unless required under applicable law.

8. Information Release and Authorization, Credit Review: By accepting the Agreement, you authorize Company to obtain information from the Utility through the Term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage, rate classification, meter readings, characteristics of natural gas service, and billing and payment information. You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to Company obtaining a credit report and investigating your (and, if applicable, signatory's) credit rating, credit history and utility bill payment status and history. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements. You further authorize Company to release that information to third parties who need to use or be aware of such information in connection with your natural gas service under the Agreement, as well as to Company's affiliates and business partners for marketing purposes. Your social security number, account number(s), or any other customer information will not be released without your express written consent except for the purposes of operation, maintenance, assignment, and transfer of your account, including all products and services provided pursuant to your Agreement. You further authorize Company, its affiliates, and its third party vendors, including marketing vendors, to communicate with you at the contact information included in your enrollment or contact information received at any time during the relationship of the parties, for future communications, including but not limited to communications through telephone call, voicemail,

text message, pre-recorded message and electronic mail. By signing (including by voice or electronic affirmation or adoption) or otherwise accepting the Agreement and providing your phone number, you authorize Company to cause the transmission of voice mails, phone calls and text messages to the phone number you provide using an autodialer. Consent is not a condition of purchase. Message and data rates may apply. Text STOP to withdraw consent for text messages. Text HELP for help with text messages. These authorizations shall remain in effect as long as the Agreement (including any renewal) is in effect and for two years thereafter. You may rescind these authorizations at any time by either calling Company at 1-800-388-3862 or providing written notice to Company at 12140 Wickchester Lane, Suite 100, Houston, TX 77079. Company reserves the right to reject your enrollment or terminate the Agreement if you fail to meet minimum or maximum threshold natural gas consumption levels as determined by Company.

9. Dispute Procedures. Contact us with any questions concerning our terms of service. You may call the BPU if you are not satisfied after discussing your terms with us.

10. Warranties. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF NATURAL GAS SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

11. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the natural gas after receipt at the delivery point or points. COMPANY WILL NOT 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. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

12. MANDATORY ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.

(a) **Scope of the Arbitration Agreement.** Any legal dispute between the parties concerning or arising out of your enrollment, purchase, these Terms of Service, or the relationship among the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.

(b) **Informal Dispute Resolution.** Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Company at 12140 Wickchester Lane, Suite 100, Houston, TX 77079 or (2) to you at the postal address on file with us. Both you and Company agree that this dispute resolution procedure is a condition precedent, which must be satisfied before initiating any arbitration against the other party.

(c) **Right to Opt Out of this Arbitration Agreement.** You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the first time you (a) enroll and begin purchasing services from Company; or (b) sign up for any further program or service provided by Company. You may also opt out of this Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email through Company's website at verdeenergy.com or by sending a letter to 12140 Wickchester Lane, Suite 100, Houston, TX 77079. You should include your printed name, mailing address, and the words "Reject Arbitration."

(d) **How Arbitration Works.** Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. Arbitration shall take place in the county of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys' fees and costs against you. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

(e) **Waiver of Right to Bring Class Action & Representative Claims.** All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

(f) **Governing Law.** This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the Claim, the law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court

that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."

13. Miscellaneous.

(a) **Customer Protections for Residential Customers.** In the event of non-payment of any charges owed to Company, you may be subject to termination of natural gas service and the suspension of distribution service under procedures approved by the BPU. You may obtain additional information by contacting Company at 1-800-388-3862 or the BPU by the means provided at the bottom of these Terms of Service.

(b) **Force Majeure:** If Company is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of Company that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, RTOs, aggregators, pipeline operators, other suppliers, qualified scheduling entities, utilities, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

(c) Energy delivery shall continue to be provided by your Utility. Your natural gas service will be provided in accordance with your existing connection requirements unless you request a change by the Utility and pay for the cost of that change. You may not resell or use any natural gas provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of natural gas under this Agreement will be measured at the delivery point by the Utility providing the delivery service in accordance with the terms of the applicable tariff for natural gas service. Company and you will be bound by the measurement from the meters owned, installed, maintained and read by the Utility.

(d) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of laws.

(e) A wet, electronic or faxed signature on an NGSA or a voice-recorded verification of authorization of enrollment is an agreement to initiate service and begin enrollment with Company. These Terms of Service, along with your Welcome Letter or NGSA, voice-recorded verification, if applicable, and Contract Summary, constitute the entire agreement between you and Company relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Company concerning the subject matter of the Agreement.

(f) You may not assign this Agreement or your obligations under this Agreement without Company's prior written consent. Company may assign this Agreement, together with all rights and obligations hereunder, to (i) Company's natural gas supplier, or such supplier's designee, (ii) an affiliate of Company or to any other person succeeding to all or substantially all of Company's assets, (iii) in connection with any financing or other financial arrangement, or (iv) to another Supplier.

(g) Any failure by Company to enforce any term or condition of your natural gas service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

(h) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

(i) The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.

(j) The parties may execute the Agreement in counterparts, each of which is deemed an original and all of which constitute the same instrument.

14. Contact Information. You should call your Utility in the event of an electric/gas-related emergency, such as a gas leak or power outage at the Utility's toll-free emergency line below.

Energy Supplier:

Verde Energy USA Inc.
12140 Wickchester Lane, Suite 100
Houston, TX 77079
1-800-388-3862
www.verdeenergy.com
Customer Portal: <https://myaccount.verdeenergy.com>
Hours of Operation: Monday through Friday (except holidays), 9:00 a.m. to 6:00 p.m. Eastern Standard Time

Utility Company

New Jersey Natural Gas (NJNG)
1415 Wyckoff Rd
Wall Township, NJ 07719
1-800-221-0051
www.njng.com

In case of an emergency, call:

1-800-427-5327 (1-800-GAS-LEAK)

Public Service Commission:

New Jersey Board of Public Utilities
1(800) 624-0241

15. Written Notice. Written notice includes, but is not limited to, notice by electronic mail to a valid e-mail address provided by you. By entering into this Agreement, you authorize us to send written notices to you through electronic mail as permitted by rule and law. The decision to send written notices to you via electronic mail is at our sole discretion. If the e-mail address you provide to us at enrollment becomes invalid, you agree to timely provide us with an updated, valid e-mail address to which we will send written notices. You are solely responsible for providing us with a valid e-mail address.

16. REWARDS, BONUSES, REBATES AND/OR INCENTIVES PROGRAM TERMS:

Verde Energy offers various incentives as part of its gas supply service plans. If Customer enrolls in an incentive program, such incentives are subject to the terms and conditions in this Agreement and any applicable Incentive Rider. Unless otherwise provided in any offer, Customers are eligible for one reward per premise, must have a recent bill showing gas supply charges from Verde Energy and must timely complete the claims form for processing and issuance of any incentive.

If applicable, Verde Energy offers the below incentive programs:

- i. **Smart Home Transformation Plan:** Customers enrolled in this plan will be eligible to receive certain smart home devices as outlined in the enclosed Incentive Rider – Smart Home Transformation Program.
- ii. **Rewards, Bonuses and Rebates:** Rewards, bonuses and/or rebates are also subject to the terms and conditions stated in the offer and may be located on the Company's website(s) in addition to the terms and conditions set forth herein. For purposes of receiving any rewards, bonuses and/or rebates, customer must be an active customer. Active accounts are defined as those (i) that are billing more than \$0 and (ii) for which we have not received a request to discontinue (drop) service or change programs and (iii) are in good standing (no past-due balance owed) during the minimum required number of days stated in the offer.

Customers enrolled in a Rebate Program plan will be mailed a claim for along with instructions for claiming the rewards. Customers on a Rewards and/or Bonus Program Plan may visit <https://verdeenergy.com/rebate/> to download the claim forms and additional rebate offer details.

Customers on a Rewards and/or Bonus Program Plan upon provision of a valid email address, you will be invited to participate in a rewards program providing discounts and promotional offers for restaurants, stores and other services. An email with details will be sent within 30 days of your successful enrollment and with your utility. Please visit our website at <https://www.verdeenergy.com/rewards/> for Rewards and/or Bonus Program offer details.

Incentive Rider – Smart Home Transformation Program

Enrollment in the Verde Energy Smart Home Transformation Program ("Program") is subject to the following terms and conditions.

THE PROGRAM. The "Program" is a benefits program offered by Verde Energy. All Program terms and conditions apply. Verde Energy may change the Program regulations at any time with or without notice. Program participants may be referred to individually as "you" or "your".

- a. **Eligibility.** A residential customer in the Verde Energy service area (see Verde Energy Terms of Service) who has authorized Verde Energy to become its Energy Services supplier is eligible to participate in the Program. To remain enrolled in the Program, you must have an active Verde Energy account.
- b. **Program Enrollment.** Upon your authorization of the Verde Energy Terms of Service and acceptance of these terms and conditions for the Program, Verde Energy will submit a request to your local natural gas utility for enrollment in Energy Services. Upon confirmation of your enrollment in Energy Services, as determined by your local utility, Verde Energy may enroll you in the Program.
- c. **Rewards.** From time to time, Verde Energy may offer rewards or other benefits to Program participants. Benefits shall be subject to terms and conditions which shall be provided to participants at the time the benefit is awarded. Benefits and rewards are subject to change from time to time and may vary based upon the Services to which participants subscribe.
- d. **How it Works.** Upon successful enrollment in a natural gas service plan with Verde Energy and acceptance by the applicable utility, Verde Energy will:
 - (i) Send a Welcome Kit to include a list of smart devices in multiple groups for the customer to review and consider;
 - (ii) 90-days after successful enrollment, customer will receive a text or email with a list of devices to make a selection.
 - (iii) Customer must confirm the mailing address and the device they select within 30 days of the text or email. Customer can confirm or verify via text or email. To ensure proper delivery, Customer must confirm mailing address and respond within 30 days upon receipt of text or email. If the Company does not receive a timely response, the device will not be mailed.
 - (iv) The selected smart device will be shipped to the Customer no later than 20 days after the confirmation response.
 - (v) 6 months after the 90-day text or email, Customer will receive another notification to select one (1) additional device.
The number of devices available to Customers are based on the Contract Duration/Length in which Customer enrolled. If Customer enrolled in a twelve (12) months contract, Customer is eligible to select devices twice during the initial Contract Duration/Length. The Company reserves the right to offer longer Contract term periods, device selection will be applied according to each offer terms.
 - (vi) For any successive notice to select one (1) additional device, Customer must confirm or verify via text or email the device they selected within 30 days. If the Company does not receive a timely response, the device will not be mailed.
 - (vii) The selected smart device will be shipped to the customer no later than 20 days after the confirmation response.
 - (viii) Customers are eligible to select devices during the initial Contract Duration/Length. Upon expiration of the initial term, the Program benefits terminates unless Customer contact the Company to enroll in another Smart Home Transformation plan, if offered.
- e. **CHANGES TO THE PROGRAM.** Verde Energy may modify, restrict, change, or discontinue the Program at any time. Changes may include but are not limited to the type and frequency of benefits offered and expanding or limiting Program eligibility.
- f. **TERMINATION.** If you no longer satisfy the eligibility requirements set forth above, Verde Energy may suspend or terminate your participation in the Program. Verde Energy also reserves the right to terminate the Program in its entirety or modify Program eligibility requirements in its sole discretion without compensation to any participants in the Program. If Verde Energy suspends or terminates your Program participation for any reason or terminates the Program, you may not receive any benefit that is not fully redeemed as of the suspension or termination date.
- g. **COMMUNICATION WITH PROGRAM PARTICIPANTS.** Verde Energy may communicate with you regarding any matter related to the Program by mail, by telephone, or by electronic communications. Verde Energy may make electronic communications to you, including electronic mail. All electronic communications from Verde Energy to you shall be deemed to be communications "in writing" and deemed delivered to you no later than the earlier of the date actually received or five (5) days from the date of posting or dissemination. You may update your contact information by contacting customer service at the phone number listed below.
- h. **DISCLAIMERS AND LIMITATIONS.** Benefits may be provided by a variety of merchants or manufacturers. Verde Energy is not responsible to you for the quality or performance of the benefits, or the products or merchandise provided or obtained as a benefit. You may be subject to additional terms and conditions, warranties, or other requirements of the merchant, manufacturer, or other benefits provider. Verde Energy makes no guarantee, warranty, or representation of any kind, express or implied, with respect to the benefits, including, but not limited to, warranties of merchantability or fitness for a particular purpose. Verde Energy is not liable for any injury, damage, or loss to person or property or any expense, accident, or inconvenience that may arise from the use of the benefits, any products or merchandise purchased or obtained with the benefits, or otherwise in connection with the Program. Further, Verde Energy is not responsible for merchants, manufacturers, or other benefits providers that discontinue or cancel a benefit due to bankruptcy or for any other reason. Verde Energy does not make any representation or endorsement of any benefit, merchant, or other provider of a benefit in connection with the Program. You hereby release and hold Verde Energy and all parties associated with the Program harmless from any claim, liability, or damage relating to the Program or your use of the benefits. Any benefit offered under the Program is void where prohibited by law. Notwithstanding anything in these terms and conditions to the contrary, neither Verde Energy nor its affiliates shall have any liability to you in connection with the

Program. You are solely responsible for the payment of any expense associated with ensuring the functionality of benefits including internet service, subscriptions services, certain home fixtures, or other functionality requirements.

- i. **PRIVACY.** All information collected in connection with the Program is subject to the Verde Energy privacy policy, which can be found at: <https://verdeenergy.com/privacy-policy/>.