

Customer Name: \_\_\_\_\_  
 Local Distribution Co. Account #: \_\_\_\_\_  
 Service Address: \_\_\_\_\_

| <b>Third Party Supplier Contract Summary</b>  |  |
|---|--|
| <p>Third Party Supplier Information: <b>By Entering into this contract, you are agreeing to purchase your electricity supply from this supplier</b></p> | <p>Green Mountain Energy Company ("Green Mountain")<br/>           P.O. Box 7476, Philadelphia 19101<br/>           1-844-245-9582, Website: <a href="http://www.greenmountainenergy.com">www.greenmountainenergy.com</a><br/>           Email: <a href="mailto:NJCustomerCare@greenmountain.com">NJCustomerCare@greenmountain.com</a><br/>           NJ BPU License NO. ESL 0098<br/>           Green Mountain is responsible for supplying your electricity</p>  |
| <p>Price Structure</p>  | <p>Fixed for 12 bills then variable. A fixed price contract features a supply price that stays the same for the duration of your contract term.</p> <p>The variable price will be determined in our discretion based on many different factors, which may include competitive prices, industry changes we are responsible for, applicable state and local taxes, profit margins, or other business conditions. Events beyond the company's control, including fluctuations in weather, may impact the variable price. The variable price will not increase in any month by more than 30% from the prior month.</p> |
| <p>Generation/Supply Price</p>  | <p>\$0.16200 per kwh for your first 12 bills.</p>  |
| <p>Statement Regarding Savings</p>  | <p>We do not guarantee any savings. Our prices may be higher than your utility's supply rate.</p>  |
| <p>Amount of time required to change from TPS back to default service or to another TPS</p>   | <p>1-2 billing cycles.</p>   |
| <p>Incentives</p>   | <p>Your plan may include rewards such as enrollment incentives and loyalty incentives. Refer to the Other Information About Your Green Mountain Offer for the details.</p>   |
| <p>Right to Cancel/ Rescind</p>   | <p>New customers have 7 calendar days from the date of the enrollment confirmation notice from your utility to rescind. Existing customers entering into a new contract have 3 business days to rescind.</p>   |
| <p>Contract Start Date</p>  | <p>Service begins within 1-2 bill cycles (depending on your utility's processing timeframe).</p>   |
| <p>Contract Term/Length</p>   | <p>12 months, then month-to-month</p>  |
| <p>Cancellation/Early Termination Fees</p>  | <p>None. Note: Cancellation may take 1-2 billing cycles depending on your utility's timeframe for processing the request.</p>  |
| <p>Renewal Terms</p>  | <p>Our service will continue until either of us cancels the contract.</p>  |
| <p>Complaints</p>   | <p>Slamming is the unauthorized change of a customer's electric power supplier or natural gas supplier from one company to another. To report this practice or to file other complaints, you may contact the Board of Public Utilities, Division of Customer Assistance at (800) 624-0241 or visit <a href="https://www.state.nj.us/bpu/assistance/complaints/inquiry.html">https://www.state.nj.us/bpu/assistance/complaints/inquiry.html</a>. You may also contact us and pursue other remedies as specified in this contract below.</p>   |

### Third Party Supplier Contract Summary

Distribution Company  
Information

Your utility will continue to be responsible for delivering your electricity and sending you a bill for both of our services. If you experience a power outage, emergency, or other service need, please contact your local utility:

| <b>Utility</b>    | <b>Emergency</b> | <b>General Service</b> | <b>Website</b>   |
|-------------------|------------------|------------------------|--|
| ACE               | 800-833-7476     | 800-642-3780           | <a href="http://www.atlanticcityelectric.com">www.atlanticcityelectric.com</a> |
| JCP&L             | 888-544-4877     | 800-662-3115           | <a href="http://www.firstenergycorp.com">www.firstenergycorp.com</a>           |
| PSE&G             | 800-436-7734     | 800-436-7734           | <a href="http://www.pseg.com">www.pseg.com</a>                                 |
| Rockland Electric | 877-434-4100     | 877-434-4100           | <a href="http://www.oru.com">www.oru.com</a>                                   |

Spanish version available on next page.

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 Service Address: \_\_\_\_\_

**Resumen del contrato del proveedor tercero**

| <p>Información del proveedor tercero: <b>Con la firma del presente contrato, usted está aceptando comprar su suministro de electricidad de este proveedor.</b></p> | <p>Green Mountain Energy Company ("Green Mountain")<br/>         P.O. Box 7476, Philadelphia 19101<br/>         1-844-245-9582<br/>         Sitio web: www.greenmountainenergy.com<br/>         Email: NJCustomerCare@greenmountain.com<br/>         Licencia BPU NJ Núm. ESL 0098<br/>         Green Mountain es el responsable de suministrar su electricidad</p>   |                              |  |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |
|--|---|------------------------------|--|-------------------------|------------------|-----|--------------|--------------|--|-------|--------------|--------------|--|-------|--------------|--------------|--|-------------------|--------------|--------------|--|
| <p>Estructura de precios:</p>  | <p><b>Fija durante 12 facturas, y después variable.</b> Un contrato de precio fijo tiene un precio de suministro que se mantiene igual durante la vigencia de su contrato.</p> <p>El precio variable de oferta se determinará a discreción nuestra con base en diferentes factores, que pueden incluir precios competitivos, cargos de la industria por los que somos responsables, impuestos estatales y locales aplicables, márgenes de beneficio, u otras condiciones comerciales. Eventos fuera del control de la compañía, incluidas las fluctuaciones en el clima, pueden afectar al precio variable. El precio variable no aumentará ningún mes por más del 30% con respecto al mes anterior.</p>  |                              |  |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |
| <p>Precio de generación/ Suministro:</p>   | <p><b>\$0.16200 por kwh durante sus primeras 12 facturas y después variable.</b></p>  |                              |  |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |
| <p>Declaración sobre ahorros:</p>  | <p>No garantizamos ningún ahorro. Nuestros precios pueden ser mayores que la tarifa de suministro de su compañía de servicios públicos.</p>   |                              |  |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |
| <p>Cantidad de tiempo necesaria para cambiar de TPS de vuelta a su servicio por defecto o a otro TPS</p>   | <p>1-2 ciclos de facturación.</p>   |                              |  |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |
| <p>Incentivos:</p>   | <p>Su plan puede incluir recompensas como incentivos por inscripción y por lealtad. Consulte la Información Adicional acerca de su Oferta de Green Mountain para detalles.</p>  |                              |  |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |
| <p>Derecho a cancelar/ Rescindir:</p>  | <p>Los clientes nuevos tienen 7 días calendario a partir de la fecha de la notificación de confirmación de su compañía de servicios públicos para rescindir. Los clientes existentes que firmen en un nuevo contrato tienen 3 días hábiles para rescindir.</p>  |                              |  |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |
| <p>Fecha de inicio del contrato:</p>   | <p>El servicio comienza dentro de 1-2 ciclos de facturación (dependiendo del tiempo de procesamiento de su compañía de servicios públicos).</p>   |                              |  |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |
| <p>Término/Duración del contrato:</p>  | <p>12 meses, luego de mes a mes</p>   |                              |  |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |
| <p>Cancelación/cuota por terminación temprana:</p>   | <p>Ninguno. Nota: la cancelación podría tardar 1 o 2 ciclos de facturación, según el tiempo que tome a tu empresa de servicios públicos para procesar la solicitud.</p>   |                              |  |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |
| <p>Términos de renovación:</p>   | <p>Nuestro servicio continuará hasta que uno de nosotros cancele el contrato.</p>   |                              |  |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |
| <p>Quejas:</p>   | <p>El cambio no autorizado de proveedor de energía eléctrica o de gas natural de una empresa a otra sin conocimiento del cliente se conoce como slamming. Para denunciar esta práctica o presentar otro tipo de quejas, comuníquese con la Junta de Servicios Públicos de la División de Asistencia al Cliente al (800) 624-0241 o ingrese en <a href="https://www.state.nj.us/bpu/assistance/complaints/inquiry.html">https://www.state.nj.us/bpu/assistance/complaints/inquiry.html</a>. También puede comunicarse con nosotros y buscar otro tipo de compensaciones, tal como se especifica en el contrato a continuación.</p>   |                              |  |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |
| <p>Información sobre la compañía de distribución:</p>  | <p>Su compañía de servicios públicos seguirá siendo responsable de entregar su electricidad y enviarle una factura por ambos servicios nuestros. Si se produce un apagón de energía, emergencia, u otra necesidad de servicio, por favor, contacte a su compañía de servicios públicos local:</p> <table border="1" data-bbox="410 1696 1502 1896"> <thead> <tr> <th><u>Compañía de servicios</u></th> <th><u>Emergencia</u></th> <th><u>Servicio general</u></th> <th><u>Sitio web</u></th> </tr> </thead> <tbody> <tr> <td>ACE</td> <td>800-833-7476</td> <td>800-642-3780</td> <td><a href="http://www.atlanticcityelectric.com">www.atlanticcityelectric.com</a></td> </tr> <tr> <td>JCP&amp;L</td> <td>888-544-4877</td> <td>800-662-3115</td> <td><a href="http://www.firstenergycorp.com">www.firstenergycorp.com</a></td> </tr> <tr> <td>PSE&amp;G</td> <td>800-436-7734</td> <td>800-436-7734</td> <td><a href="http://www.pseg.com">www.pseg.com</a></td> </tr> <tr> <td>Rockland Electric</td> <td>877-434-4100</td> <td>877-434-4100</td> <td><a href="http://www.oru.com">www.oru.com</a></td> </tr> </tbody> </table> | <u>Compañía de servicios</u> | <u>Emergencia</u>  | <u>Servicio general</u> | <u>Sitio web</u> | ACE | 800-833-7476 | 800-642-3780 | <a href="http://www.atlanticcityelectric.com">www.atlanticcityelectric.com</a> | JCP&L | 888-544-4877 | 800-662-3115 | <a href="http://www.firstenergycorp.com">www.firstenergycorp.com</a> | PSE&G | 800-436-7734 | 800-436-7734 | <a href="http://www.pseg.com">www.pseg.com</a> | Rockland Electric | 877-434-4100 | 877-434-4100 | <a href="http://www.oru.com">www.oru.com</a> |
| <u>Compañía de servicios</u>   | <u>Emergencia</u>   | <u>Servicio general</u>      | <u>Sitio web</u>   |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |
| ACE  | 800-833-7476  | 800-642-3780                 | <a href="http://www.atlanticcityelectric.com">www.atlanticcityelectric.com</a> |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |
| JCP&L  | 888-544-4877  | 800-662-3115                 | <a href="http://www.firstenergycorp.com">www.firstenergycorp.com</a>           |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |
| PSE&G  | 800-436-7734  | 800-436-7734                 | <a href="http://www.pseg.com">www.pseg.com</a>                                 |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |
| Rockland Electric  | 877-434-4100  | 877-434-4100                 | <a href="http://www.oru.com">www.oru.com</a>                                   |                         |                  |     |              |              |  |       |              |              |  |       |              |              |  |                   |              |              |  |

## TERMS OF SERVICE FOR RESIDENTIAL ELECTRICITY SUPPLY

We appreciate your business. This document is a contract between us, Green Mountain Energy Company, and you that allows us to switch your electricity account(s) to our service. It describes the nature of our service with you and provides important information for you to be aware of. We will begin supplying your electricity under this contract, but your utility will continue to be responsible for delivering your electricity and sending you a bill for both of our services.

| Summary of Important Information  |   |
|-----------------------------------|---|
| <b>Length of Your Commitment</b>  | <b>12 months, then month-to-month.</b>  |
| <b>Product Name</b>               | <b>SolarSPARC 10% 12 electricity</b>  |
| <b>Price for Your Electricity</b> | <b>You'll receive a fixed electricity supply price of \$ Electric Residential Account(s) Jersey Central Power &amp; Light (JCP&amp;L) - \$0.16200 per kWh per kWh for your first 12 bills and your price will be variable after that.</b>                                   |
| <b>Applicable Fees</b>            | <b>None. Note: Cancellation may take 1-2 billing cycles depending on your utility's timeframe for processing the request.</b>   |
| <b>Your Right to Rescind</b>      | <b>New customers have 7 calendar days to rescind this contract. Existing customers entering into a new contract have 3 business days to rescind. This is called your "Right to Rescind" period, which means you will not start service with us until after this period.</b> |
| <b>Your Right to Cancel</b>       | <b>Once service has started, you may cancel by contacting us. It may take one or two billing cycles before the cancellation is finalized, depending on your utility's timeframes.</b>   |

### A. Important Information

**Length of Your Commitment:** *12 months, then month-to-month.* We will begin providing service to you after your utility processes our request to switch your service. The switch will not occur before the expiration of your "Right to Rescind" period. Our service will continue until either of us cancels the contract.

**Price for Your Electricity:** Your fixed electricity supply price will be \$

**Electric Residential Account(s)**

Jersey Central Power & Light (JCP&L) - **\$0.16200 per kWh**

per kWh for the first 12 billing cycles with us. After that, your prices with us will be variable. We will determine the variable supply price in our discretion based on many different factors, which may include competitive prices, industry charges we are responsible for, applicable state and local taxes, profit margins, or other business conditions. For your reference, our electricity supply prices include generation and transmission charges, estimated reconciliation charges, and Sales and Use Tax (SUT), but they do not include any utility distribution charges or other utility fee or charge. If you enrolled in a plan with a percentage of green power, your price includes the cost for us to purchase Renewable Energy Certificates.

Our current and historical prices are not an indicator of our future prices and we do not guarantee any savings. Our prices may be higher than your utility's supply rate. If you have a net meter, you will be compensated separately for any credits earned in excess of the amount of energy consumed. No matter what, we will not increase your variable price in any given month by more than 30% from the prior month's supply price.

**Applicable Fees:** None. If you are currently in a contract with another electric supplier, the request to switch you to our service will automatically cancel your service with the other electric supplier. You are responsible for any penalties the other electric supplier may charge.

**Right to Rescind:** You have the "Right to Rescind" this contract for a limited time, which means you can cancel your request to switch your electricity service and never start service with us. After switching your electricity service to us, you will receive a confirmation notice from

your utility to confirm your choice for us to be your electric supplier. If you are a new customer, you can rescind for up to seven calendar days from the date of that notice from your utility by calling your utility at the contact information listed below. If you are a current customer entering into a new contract with us, you have the right to rescind without penalty within three business days of receipt of this contract by calling us at 1-844-245-9582. This contract is not binding until your "Right to Rescind" period has ended with no action on your part to rescind the contract.

**Your Right to Cancel:** You may cancel this contract by calling us at our contact information listed below. We will request that the utility cancel your service with us, but the utility controls the effective date of your cancellation. The effective date is usually the next date that your meter is read after the utility has processed our request to cancel your service with us. If you do cancel this contract, you may forfeit some of the rewards that we describe in the attached Other Information About Your Green Mountain Offer and you will be responsible for unpaid balances as of the cancellation date. This contract may also be cancelled without any penalties if you should pass away or in the event that you move, relocate, or have a disability that prevents you from paying for service with forty-eight (48) hours' notice.

**Our Right to Cancel:** We have the right to cancel this contract for any reason as long as we give you thirty days' written notice, but if we are canceling the contract due to your conduct or your breach of this contract, you will have an opportunity to fix this condition within the thirty days. Your utility will control the effective date of our cancellation request, but this is usually the next date that your meter is read. If your utility terminates your service, this contract will be automatically cancelled.

**Your Authorization to Release Your Information for Use and Sharing:** By entering into this contract, you authorize us to act on your behalf under your utility's tariffs in accordance with the rules and regulations of the state public utility commission ("PUC") where you take service. You further acknowledge that this contract provides authorization for your local utility to release all information regarding your energy supply account(s) to us so we can provide the services described herein. This information may include, but is not limited to, usage information, billing determinants, bill cycle, budget billing status, address,

account type, tax exemption status, rate service class, load profile, demand data, meter number, special account exceptions, public assistance status, existence of medical emergencies or disability, tax status and eligibility for economic development or other incentives, standard service status, electronic interval data when available, credit information when applicable, and all other data and information permitted by law to be disclosed to us to provide our services.

We also obtain information about you as outlined in our privacy policy (posted on our website) such as when you voluntarily provide personal information to us, use our website or mobile applications, or when we add information about you to your account profile from publicly available sources.

We will maintain the confidentiality of your personal information including your name, address, telephone number, email, account numbers, energy usage and historic payment information as required by applicable PUC regulations as well as federal and state laws.

Our use and sharing of your information will be consistent with the purposes and uses disclosed in our privacy policy, as amended from time to time and posted on our website. Your information may be disclosed if required by law, such as pursuant to a lawfully issued subpoena or other legal process. Further, you understand that your information may be disclosed to an affiliate or a third-party to provide services or products to you, and any disclosure of such information will be made under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to you or improved products to us. This authorization also allows us to contact you about our other products and services and to share information about your account with any designated rewards partner or with any affiliate, third-party vendor or marketing partner we use to provide energy services or energy-related services to you.

If you do not wish for us to use or share information about your account in the manner described above, you may cancel this contract by calling us at our contact information listed herein.

**Electronic Communication:** If you provide us with your Email address, you are consenting to this contract and other forms of communication being provided to you in electronic form and you must provide us with any update to your valid Email address should it change. You are required to notify us of any change in Email address and/or any withdrawal of consent for the electronic transmission of contracts or other customer information. If you enroll electronically, please note that our website and application is best viewed in Internet Explorer 9.0 or higher.

**Billing:** Your local utility is responsible for sending you a bill that includes the charges for our service and charges for the utility's service. The bill that the utility sends should include a separate line item for our service. Under this contract, you agree to pay your utility directly for our service, but if you fail to make a payment for 120 days, we may bill you separately for any unpaid charges from us. In that event, you agree to pay the costs we incur to collect any amounts owed to us, which could include reasonable attorneys' fees.

You also agree to review your bills in a timely manner, and if there are any inaccuracies with the portion of the bill for our services, you agree to notify us within ninety days after the date of the bill. If we do not hear from you, and you do not dispute the billed amount within that period, you agree that the billed amount will be deemed correct and binding on you, and you waive any right to dispute the billed amounts to the extent permitted by New Jersey law.

**Taxes:** Tax charges are included on the one bill you will receive

from your utility. If you are exempt from any taxes, you are responsible for requesting an exemption by filing all required documentation with us and/or your utility.

**Contract Details:** Our full, legal name is Green Mountain Energy Company, but we have used "we", "us", or "our" to refer to ourselves for the purposes of this contract. We use "you" or "your" to refer to you, the customer. This contract is for the sale and purchase of all of your electricity for the residential account(s) listed in your Welcome Confirmation (letter or email). By entering into this contract, you are authorizing us to take the steps necessary to switch your electricity supply service to us, and you agree to appoint us as your agent to acquire the necessary information to meet your electricity needs as required by your "utility", which we use to refer to your local distribution company. Your utility is responsible for the delivery of electricity to you, and we are not. This contract and the attached Other Information About Your Green Mountain Offer you received create your entire contract with us and replace any prior oral or written statements or representations.

**Contract Changes:** We can only change a material term of this contract with your consent, and we will obtain your approval before making any material change. We will not change or alter the waiver of jury trial provision under any circumstances, and any changes to this contract must be made in writing.

**Customer Complaints:** If you have questions about our prices or our service, you should call us at the contact information listed below. If you are not satisfied with the response from our Customer Care representative, you may ask that your questions be referred to one of our supervisors, who will respond promptly. If you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the NJ BPU or request information from the NJ BPU regarding your consumer protection rights. The NJ BPU's contact information is listed below.

#### **CONTACT INFORMATION:**

#### **GREEN MOUNTAIN ENERGY COMPANY:**

**We are licensed by the New Jersey Board of Public Utilities and our license number is ESL 0098.**

Internet address: [www.greenmountainenergy.com](http://www.greenmountainenergy.com)

Mailing address: P.O. Box 7476, Philadelphia, PA 19101

Email address: [NJCustomerCare@greenmountain.com](mailto:NJCustomerCare@greenmountain.com)

Telephone number: 1-844-245-9582

#### **YOUR UTILITY:**

**If you experience a power outage or other emergency, a problem with your electric meter or any other service need, please contact your local utility at the emergency number below.**

|                        |                 |
|------------------------|-----------------|
|                        | Emergency       |
| Atlantic City Electric | 1-800-833-7476  |
| JCP&L                  | 1-888-544-4877  |
| PSE&G                  | 1-800-436-7734  |
| Rockland Electric      | 1-877-434-4100  |
|                        | General Service |
| Atlantic City Electric | 1-800-642-3780  |
| JCP&L                  | 1-800-662-3115  |
| PSE&G                  | 1-800-436-7734  |

**NEW JERSEY BOARD OF PUBLIC UTILITIES:****B. Other Important Information**

**Assignment:** We may sell, transfer, pledge or assign the accounts, revenues or proceeds associated with this contract in connection with any financial contract, and we may assign the rights and obligations under this contract to another energy supplier consistent with applicable law. You may not assign this contract.

**No Reliance:** You acknowledge that (1) you are not relying on any advice, statements, recommendations or representations of ours other than the written representations in this contract; (2) that you consulted with your own advisors to the extent you deemed necessary; and (3) that you understand the risks of entering into this contract, including the risk that our prices may be higher than your utility's rates. You acknowledge that you are capable and willing to assume those risks (whether financial, economic or otherwise) and that you have made your own decision to enter into this contract.

**Force Majeure:** We will use commercially reasonable efforts to provide electricity supply to you pursuant to this contract, but we do not guarantee a continuous supply of electricity. Certain Force Majeure events outside of our control may cause interruptions in service. If a Force Majeure event prevents us from performing any of our obligations in any way, our performance shall be excused for the duration of such event, and we will not be liable for damages associated with any delay or failure to perform as a result. "Force Majeure" includes, without limitation, acts outside of our control, sabotage, riots or civil disturbances, acts of God, acts of a public enemy, acts of vandalism, terrorist acts, natural disasters, explosions, fires, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units, storage, transmission, or distribution facilities, nonperformance by your local utility, or any change in law or any other action by a governmental authority that materially impairs our ability to perform our obligations under this contract. We will give you reasonably prompt notice of any Force Majeure occurrence.

**Severability:** Each provision of this contract is made subject to the maximum extent permitted by the law of New Jersey. If any are held to be unenforceable or invalid by any arbitrator or court of competent jurisdiction, we will negotiate an equitable adjustment to or an amendment of the affected provisions with you with a view toward effecting the purpose of this contract. In this case, the validity and enforceability of the remaining provisions shall not be affected.

**LIMITATIONS ON WARRANTY AND DAMAGES:** THE ELECTRICITY PROVIDED UNDER THIS CONTRACT WILL MEET THE QUALITY STANDARDS OF YOUR UTILITY. YOU UNDERSTAND AND AGREE THAT THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ASSOCIATED WITH THE SERVICE PROVIDED BY US. WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING FROM SUCH INTERRUPTIONS. TO THE MAXIMUM EXTENT PERMITTED BY NEW JERSEY LAW, LIABILITIES NOT EXCUSSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES

**ARBITRATION AND WAIVER OF JURY TRIAL:** TO THE FULLEST EXTENT PERMITTED BY NEW JERSEY LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT, SHALL BE FINALLY RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA COMMERCIAL RULES AND THE CONSUMER-RELATED DISPUTES SUPPLEMENTARY PROCEDURES, OR, AT THE ELECTION OF EITHER PARTY, BROUGHT IN SMALL CLAIMS SECTION OF SPECIAL CIVIL PART OF THE CIVIL DIVISION, SUPERIOR COURT OF NEW JERSEY ("SMALL CLAIMS COURT"), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF ITS JURISDICTION. BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, OTHER THAN IN SMALL CLAIMS COURT, AND THE RIGHT TO A JURY TRIAL. THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION. THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, SHALL BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS CONTRACT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**Other Provisions:** This contract can change based on any future legislation, orders, rules, regulations or your local utility tariff or policy changes. This contract is made and shall be construed in accordance with the laws of the State of New Jersey. There are no third party beneficiaries to this contract. This contract is binding upon us and you, as well as any successors or legal assigns. Failure to exercise any right we have under this contract should not be considered as a waiver of the right to exercise any such right at a later date. The headings and Summary of Important Information chart in this contract are for reference only and do not affect the interpretation of this contract.

NRG-NJ-PEV03-20141215

**C. Other Information about your Green Mountain Offer****Product Renewable Content**

**Pollution Free™ electricity:** If you are enrolled on *Pollution Free*, *Pollution Free Efficient*, or *Pollution Free Standard* Offer

Program electricity, Green Mountain ensures that electricity equal to 100% of your electricity usage is produced by wind power generation facilities located in the United States.

**Pollution Free™ Farm to Market electricity:** If you are enrolled on *Pollution Free Farm to Market* electricity, Green Mountain ensures that electricity equal to 100% of your electricity usage is produced by wind power generation facilities located in the same state as your electric service address.

**Pollution Free Gold™ electricity:** If you are enrolled on *Pollution Free Gold* electricity, Green Mountain ensures that electricity equal to at least 5% of your electricity usage is produced by solar power generation facilities, and up to 95% of your electricity is produced by wind power generation facilities, located in the United States, for a total of 100% renewable energy.

**SolarSPARC™ electricity:** If you are enrolled on *SolarSPARC 10*, Green Mountain ensures that electricity equal to at least 10% of your electricity usage is produced by solar power generation facilities, and up to 90% of your electricity is produced by wind power generation facilities, located in the United States, for a total of 100% renewable energy. If you are enrolled on *SolarSPARC 100*, Green Mountain ensures that 100% of your electricity usage is produced by solar power generation facilities located in the United States.

- **Solar Development:** For each month of a *SolarSPARC* customer's paid service, Green Mountain will set aside \$2.50 per month for *SolarSPARC 10* customers and \$4.00 per month for *SolarSPARC 100* customers to help accelerate the growth and adoption of solar energy and solar energy-related technologies in any state, excluding Texas, where Green Mountain offers a *SolarSPARC* product.
- **Annual Solar Credit:** *SolarSPARC* customers will receive a credit based on each 6-month period you are continuously enrolled on *SolarSPARC* payable annually. For each August 31 or February 28 that a customer has been continuously enrolled on the applicable *SolarSPARC* product, the customer will be entitled to receive a credit, with credits accumulating up to the maximum annual credit amount. If you are enrolled on *SolarSPARC 100*, the credit amount for each 6 month period is \$11 and the maximum annual credit amount a customer may receive is \$121. If you are enrolled on *SolarSPARC 10*, the credit amount for each 6 month period is \$9 and the maximum annual credit amount a customer may receive is \$99. The credits will be issued annually in March to *SolarSPARC* customers.

- ***SolarSPARC* terms:** The *SolarSPARC* program terms are subject to change and may be discontinued or modified at any time. We will provide participating customers written notice of any material change or discontinuation. Should Green Mountain discontinue *SolarSPARC*, you will have the option to be transferred to another Green Mountain product of your choice at no charge and receive credit for the amount of the next scheduled annual *SolarSPARC* credit you would have received. Green Mountain's obligations will terminate in the event that (i) your agreement with Green Mountain for the electric service under the *SolarSPARC* product is cancelled or terminated for any reason, including non-payment by you; or (ii) Green Mountain ceases to be the retail electric supplier for your enrolled premises for any reason. Upon termination of this Agreement, any *SolarSPARC* credits on your account will be refunded to you within 90 days after termination.

Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address, but Green Mountain ensures that the applicable percentage of your electricity usage is matched by the generation of energy from renewable resources on an annual basis. Green Mountain does so by purchasing and retiring 'renewable energy attributes' or 'renewable energy certificates' representing the environmental attributes associated with the applicable amount of renewable energy generation from the area specified for your product. Your purchase helps support the development and operation of renewable resources in the areas specified by your product. Green Mountain may take up to three months following the close of a calendar year to make up any deficiency in the renewable resource content for your product.

#### **Green Mountain Energy™ Sun Club™**

The *Green Mountain Energy Sun Club* promotes new sustainability solutions by funding solar arrays, as well as water conservation, waste reduction, and other sustainability projects, for non-profit organizations. As you are now part of the Green Mountain community, Green Mountain will contribute \$0.25 per month to the *Sun Club* on your behalf. For more information, please visit [gmsunclub.com](http://gmsunclub.com).