

Frontier Utilities Northeast, LLC

5161 San Felipe · Suite 320 · Houston, TX 77056 · 1-877-636-3450 · www.frontierutilities.com

Customer Service Hours: Monday – Friday 7am – 6pm CT, Saturday 8am – 2pm CT

New Jersey Residential Terms of Service

Version Date: 1/6/2017

This is an agreement between Frontier Utilities Northeast, LLC (“Frontier”) and the customer (“Customer”) indicated in the area above under which Customer shall initiate natural gas and/or electricity service and begin enrollment with Frontier (the “Agreement”). 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 natural gas and/or electricity, as estimated by Frontier, necessary to meet Customer’s residential requirements based upon consumption data obtained by Frontier or the delivery schedule of the Local Distribution Company (“LDC”). The amount of natural gas and/or electricity delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Frontier or the LDC’s delivery schedule. The LDC will continue to deliver the commodity supplied by Frontier.

The Parties hereby agree as follows:

1. Purpose: The purpose of this Agreement is to authorize Frontier to change Customer’s electric and/or natural gas supplier and, by signing below, Customer authorizes Frontier to undertake whatever steps are necessary to accomplish Customer’s switch. Frontier will begin providing electric generation service to Customer on the next applicable meter read date after the LDC processes Customer’s enrollment and Customer’s service will continue throughout the term of this Agreement. Frontier’s electric energy service will be delivered to Customer’s residence using LDC’s electricity distribution wires. Frontier’s natural gas energy service will be delivered to Customer’s residence using LDC’s pipes. Customer represents and warrants that the electricity and/or natural gas supply being purchased under this Agreement is to be used solely for residential purposes. Frontier’s obligations under this Agreement are conditioned on Customer providing complete and accurate information and on Customer remaining an LDC distribution customer throughout the Term under the applicable residential electric and/or gas rate class.

2. Rescission Period: Customer will receive notice from their LDC confirming Customer’s selection of Frontier as its electric and/or gas supplier and Customer will have seven

(7) calendar days from the date of the confirmation notice to contact the LDC and rescind its selection. This Agreement is not binding until the seven (7) day rescission period has expired and Customer has not rescinded the selection of Frontier as its electric power supplier. Please contact Frontier at 1-877-636-3450 should you have questions regarding the rescission period.

3. Purchase and Sale: Frontier shall sell and Customer shall purchase electric energy for Customer’s residence. The location of Customer’s residence and any fixed price applicable to the contemplated sale are specified in the attached TPS Contract Summary. If no fixed price is specified, then Frontier will sell and Customer will purchase electric energy at a Monthly Contract Price. The electric energy will be delivered to Customer’s meter(s) whereupon Customer shall be deemed to have full possession and control of such energy. Your Fixed Price will be shown on attached TPS Contract Summary.

4. Billing and Payment: The cost of Customer’s electric and/or natural gas energy service will be included on Customer’s bill from their LDC, and is due and payable at the address provided by the LDC on the bill’s due date. Customer will be invoiced for the Frontier charges under this Agreement at the applicable price set forth in the attached TPS Contract Summary. For electric customers, the usage will be multiplied by Customer’s electricity usage as measured by LDC in kWh during the applicable billing period and pursuant to Paragraph 5 below. For natural gas customers, the usage will be multiplied by Customer’s gas usage as measured by LDC in therms during the applicable billing period and pursuant to Paragraph 5 below. Supplying Customer under this Agreement is conditioned on LDC accepting Frontier’s enrollment of Customer’s account for consolidated billing. If Customer is not eligible for consolidated billing, Customer must remedy that restriction with LDC before Frontier can serve Customer. If LDC should cease providing consolidated billing for Customer’s account and/or commence billing Frontier for any charges relating to Customer, Frontier will bill Customer and Customer will pay Frontier for all such charges. Customer will be billed additional charges, including taxes and charges to transmit and distribute the electricity and/or gas to Customer’s home from LDC consistent with its filed tariffs. Customer is responsible for paying any new or increased taxes, fees or other charges imposed on Frontier or Customer regarding transmission or distribution of the electricity and/or gas during the Term of this Agreement.

Frontier will notify Customer if any new or increased taxes, fees or other charges are imposed. Frontier reserves the right to change billing methods.

5. Metering: Customer agrees to accept the measurements as determined by LDC for the purposes of accounting for the electric and/or gas supplied under this Agreement. If LDC is unable to read Customer's meter, LDC 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 LDC 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.

6. Net Metering Program: Customer agrees to accept the measurements as determined by LDC for the purposes of accounting for the electric and/or gas supplier under this Agreement. If LDC is unable to read Customer's meter, LDC 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 LDC 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.

7. Fees: Frontier will not charge Customer for starting or stopping this Agreement if accomplished within the terms of this Agreement. This does not prohibit an early termination fee or other penalty for failure to adhere to this Agreement. **Early Termination Fee:** If Customer switches away from Frontier to receive like service from any other entity during the contract period indicated on the Product Summary, Frontier may charge an Early Termination Fee ("ETF"). The ETF amount is indicated on the Product Summary. 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. **Late Fees:** When LDC issues Customer a consolidated bill, all invoiced balances not paid in full by the due date are subject to LDC's late payment policies and procedures. If Frontier directly invoices Customer, Customer must pay Frontier's invoices within fifteen (15) days from the invoice date and Frontier reserves the right to charge Customer interest for any past due invoice amount at 1.5% per month or the highest amount permissible under applicable law, whichever is less. **Returned Check Fees:** Frontier charges \$25.00 for each returned check (or ACHs). **Collection Fees:** Customer shall be responsible for any and all collection costs incurred by Frontier.

8. Disputed Amounts: If there is a good faith dispute by Customer regarding any invoice, Customer will pay the undisputed amount of any invoice by the applicable due date and the Parties will attempt to expeditiously resolve the dispute. Notice of any dispute by Customer must be provided to Frontier not more than six (6) months from the date of such invoice.

9. Credit: Frontier reserves the right to determine if Customer's credit standing is satisfactory for originating or continuing electric energy service under this Agreement. If Frontier determines, in its sole reasonable discretion, that Customer's creditworthiness has become unsatisfactory, Frontier may require Customer to provide collateral in the form of cash or other security in form and amount acceptable to. Consistent with applicable law, Frontier uses uniform income, deposit and credit requirements in determining whether to offer service to its customers.

10. Length of Contract; Term: This Agreement shall commence on the first available switch date, and shall continue in effect for the period stated in the product disclosure, unless sooner terminated as provided in this Agreement. Frontier will notify Customer at least thirty (30) days prior to the end of this Agreement of the date upon which the service contract term ends. After the initial term and unless terminated by Frontier or the Customer pursuant to Paragraphs 15 and 16 below, this Agreement will automatically renew on a month-to-month basis at a non-fixed rate.

11. Assignment and Binding Effect: Customer may not assign the Agreement, in whole or in part, or any of Customer's rights or obligations under the Agreement without Frontier's prior written consent. Frontier may, without your consent, (i) as part of any financing or other financial arrangements, assign, sell or pledge this Contract or its accounts, revenues, or proceeds, or (ii) assign this Contract to an affiliate of Frontier Utilities or to any other person or entity succeeding to all or a substantial portion of the assets of Frontier Utilities. Any assignment in violation of this Paragraph shall be void. If Customer moves, this Agreement will terminate and Customer will be required to return to LDC service for at least one month for service at Customer's new address after which period Frontier would welcome the opportunity to serve Customer under a new Agreement at Customer's new address. Customer will be responsible for paying all electricity supplied to Customer's old address until the date this Agreement is terminated in accordance with its terms.

12. Change in Fixed Pricing and Other Terms: Notwithstanding any other provision of this Agreement, this Agreement may be changed by Frontier upon the

occurrence of any event beyond its reasonable control that increases the obligations of Frontier or the cost of performing such obligations under this Agreement. If Frontier requests such a change, Frontier will provide Customer with notice of the changed prices and/or terms and conditions and Customer will have an opportunity to terminate this Agreement without any further obligation by notifying Frontier in writing within thirty (30) days after receiving notice of the new prices and/or terms and conditions. If Customer terminates under the terms of this Paragraph 12, Customer's electric energy service will terminate effective as of the next meter read date after the expiration of the required notice period. Customer will remain responsible for payment of all electricity supplied by Frontier prior to such termination date but Frontier will not assess a termination payment.

13. Information Release Authorization: Throughout the term of this agreement, Customer authorizes Frontier to obtain information from Customer's LDC 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 Customer's bill from LDC, billing and payment information from LDC. Customer authorizes Frontier to release such information to third parties that need to know such information in connection with Customer's electric and/or gas service and to Frontier's affiliates and subcontractors. These authorizations shall remain in effect as long as this Agreement is in effect. Customer may rescind these authorizations at any time by either calling or providing written notice to Frontier. Frontier reserves the right to reject Customer's 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, or Customer fails to meet minimum or maximum threshold consumption levels as determined by Frontier. If Customer fails to remit payment in a timely fashion, Frontier may report the delinquency to a credit-reporting agency.

14. Event of Default: An "Event of Default" means (a) a representation or warranty made by a Party to this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; (b) the failure of a Party to perform any covenant set forth in this Agreement which is not excused by Force Majeure or cured within thirty (30) business days after written notice thereof; or (c) Customer is late in the payment of two (2) or more invoices in any six (6) month period; (d) the failure of Customer to provide Performance Assurance in accordance with Paragraph 9 within three (3) FUNE_NJ_TOS_ENG_20170106

Business Days of Frontier's reasonable request; or (e) during the Term of this Agreement, the failure of Customer to utilize Frontier as its sole supplier of energy for its meter (s) (including but not limited to a switch of Customers electric and/or gas service to another provider); or (f) a Party makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent. The Party alleged to have taken, caused or been affected by any of the actions set forth above shall be considered the "Defaulting Party" and the other Party shall be considered the "Non-Defaulting Party." Where there exists an Event of Default, the Non-Defaulting Party may terminate this Agreement upon notice to the other Party (a "Termination"). Upon Termination, Frontier reserves the right to provide an invoice to Customer for the sum of (i) any remaining amounts due under this Agreement pursuant to Paragraph 4;

15. 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 Customer of such termination. If Customer fails 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 Customer if Customer is no longer eligible for consolidated billing by LDC 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 Customer 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.

16. Customer's Termination Rights: If Customer (a) moves, (b) becomes disabled 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.

17. Force Majeure: Frontier will make commercially reasonable efforts to provide natural gas and/or electricity hereunder but Frontier does not guarantee a continuous supply of natural gas and/or 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 LDC system, non-performance by the LDC (including, but not limited to, a facility outage on its natural gas and/or electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Frontier's control.

18. 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.

19. 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.

20. 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/or natural gas, 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.

21. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and be deemed binding through the use of facsimile signatures.

CONTACT INFO

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

Certificate of Authority New Jersey Electric Power Supplier

License No. ESL-0164

Certificate of Authority New Jersey Electric Gas Supplier

License No. GSL-0144

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. Customer should contact Frontier by telephone or in writing as provided above. If the dispute cannot be resolved within forty-five (45) days, a complaint or request for an Alternate Dispute Resolution procedure may be submitted by either Party by contacting 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/>.

Emergency Service: The LDC will respond to leaks and emergencies. In the event of a natural gas leak, electricity service interruption or other emergency, Customer should immediately call their LDC:

Atlantic City Electric: 1-800-642-3780

Jersey Central Power & Light: 1-800-662-3115

Orange Rockland Electric: 1-877-434-4100

PSE&G: 1-800-436-7734

New Jersey Natural Gas: 1-800-221-0051

Customer should then call Frontier at 1-877-636-3450.