

New Jersey Electric and Natural Gas Sales Agreement Residential and Small Commercial

Seller: Harborside Energy, LLC
101 Hudson Street – Suite 2100
Jersey City, NJ 07302
Tel: (877) 940-3835 Fax: (718) 981-4347

Date: _____

Email: _____

Buyer:
(company name) _____

Tax ID#: _____

Address: _____

Telephone: _____

Contact: _____

| | Service Address | POD ID Number (PSEG) Account Number (NJNG) Customer Number (JCPL) | Utility | Rate Class |
|---|-----------------|---|---------|------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

Natural Gas Contract Price:

Agreement Term: Initial period of _____ month(s) /.

- 1) Variable Monthly Rate.
- 2) Fixed Rate \$ _____ per therm.

Electric Contract Price:

Agreement Term: Initial period of _____ month(s)

- 1) Green Monthly Variable Rate.
- 2) Green Fixed Rate \$ _____ per kWh.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ ALL TERMS AND CONDITIONS AND THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER.

Customer's Authorized Representative

Harborside Energy Authorized Representative

Name _____

Name _____

Signature _____

Signature _____

Date _____

Date _____

General Terms and Conditions

1. AGREEMENT TO SELL AND PURCHASE ENERGY: This is an Agreement between Harborside Energy, LLC (“Harborside Energy Group” or “Seller”), an energy supplier licensed by the New Jersey Board of Public Utilities; our license numbers are: GSL-0125 and ESL-0133 and the undersigned customer (“Buyer” or “Customer” or “you”) under which Customer shall initiate electricity and/or natural gas supply service and begin enrollment with Harborside Energy (the “Contract” and/or “Agreement”), which includes the Third Party Contract Summary and these Terms and Conditions. You agree to purchase electric and/or natural gas service from Harborside Energy for the Account Number(s) and Service Address(es) identified by you during the Telephone Enrollment Third Party Verification, the execution of the Sales Agreement, and/or the Web Enrollment (which serves as an electronic signature all of which will be followed by written confirmation by U.S. Mail or electronic mail). Subject to the Third Party Contract Summary and these Terms and Conditions of this Agreement, Harborside Energy agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the electric and/or natural gas supply, as estimated by Harborside Energy, necessary to meet Customer’s requirements based upon consumption data obtained by Harborside Energy or the delivery schedule of the Local Distribution Company (the “LDC” or “utility”). The LDC will continue to deliver the electric and/or natural gas supplied by Harborside Energy. For residential customers, there is no charge for starting or stopping electric generation service and/or natural gas supply service, if done within the terms of this Agreement. Harborside Energy reserves the right to assess early termination fees for Customer’s failure to adhere to this Agreement as outlined in Section 7 below.

2. PRICE: The price for all energy sold under this Agreement shall include and be subject to all applicable taxes and fees and is inclusive of New Jersey Sales Use and Tax. Harborside Energy will invoice Customer monthly for energy delivered under this Agreement, as measured by the LDC, and Customer will see cost reflected in the consolidated bill it receives from its utility.

Electric

Price – Green Variable Rate: For green variable monthly rate service, the price shall reflect each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), REC’s, related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by Harborside Energy’s discretion, plus all applicable taxes, fees, charges or other assessments and Harborside Energy’s costs, expenses and margins. Harborside Energy will purchase certified renewable energy certificates, which may include Green-e certificates, on your behalf to cover 100% of your electricity usage. This Agreement does not include utility charges. There is no limit on how much the price may change from one billing cycle to the next. Variable rate will vary month to month. Customer may cancel with no early termination fee.

Price – Green Fixed Rate: For fixed rate service, the price will remain the same for the duration of the Initial Term of the Agreement, and will be inclusive of sales and use tax, subject to the terms and conditions of this Agreement. The fixed rate shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs, related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by Harborside Energy’s discretion, plus all applicable taxes, fees, charges or other assessments and Harborside Energy’s costs, expenses and margins. This Agreement does not include utility charges.

Environmental Characteristics & Renewable Energy Information. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs) (which may be in the form of Green-E certificates) generated from qualifying renewable or alternative energy sources in the United States that include at least one of the following types of renewable generation: wind, solar, biomass, biogas, hydroelectric, off-shore wind, tidal (ocean), fuel cells, liquid biofuel, and any other generation source that qualifies as renewable in New Jersey. The applicable generation resource mix and environmental characteristics of the electric supply sold by Harborside Energy is available at www.harborsideenergy.com.

Natural Gas

Price – Variable Rate: For variable monthly rate service, price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Harborside Energy’s costs, expenses and margins. This Agreement does not include utility charges. There is no limit on how much the price may change from one billing cycle to the next.

Price – Fixed Rate: For fixed rate service, the price shall reflect each month reflect the cost of natural gas obtained from all sources (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Harborside Energy’s costs, expenses and margins. This Agreement does not include utility charges.

3. TERM: This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Harborside Energy is deemed effective by the LDC, and shall continue for the term set forth in the Third Party Contract Summary (the "Initial Term"). See also Section 6 below.

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

5. RESCISSION AND TERMINATION BY CUSTOMER: Residential Customers will receive a confirmation notice of its choice of supplier and residential Customer will have seven (7) calendar days from the date of the confirmation notice to contact its LDC to rescind this Agreement. This Agreement shall not be legally binding upon the residential Customer until the seven (7) day confirmation period has expired, and the residential Customer has not, directly or indirectly, rescinded his or her Agreement. After the expiration of the rescission period, there is no early termination fee for cancelling variable price service. For residential Fixed Price Agreements, if you cancel your agreement prior to the end of its term, you will be charged a fee of \$10 multiplied by the number of months remaining in the term of agreement. For commercial Fixed Price Agreements, if you cancel your Agreement prior to the end of its term, you will be charged an early termination fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by Harborside Energy of the fixed price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the actual volumes received by Customer for the prior 12 month period as the volumes used in determining damages.

6. RENEWAL: Fixed rate Customers will receive a renewal notice at least 30 days prior the expiration of your fixed term which will inform you of the date that your fixed term expires. You will be given renewal options. For residential customers, if we do not receive affirmative consent from you prior the expiration of your fixed term, you will continue to receive your existing fixed rate on a month-to-month basis ("Renewal Term"). Variable rate Customers, your initial term is 1 month and will continue thereafter on a month-to-month basis until it is cancelled.

7. TERMINATION BY HARBORSIDE ENERGY: During the Initial Term, Harborside Energy reserves the right to terminate this Agreement at the end of any term for any reason upon thirty (30) days written notice to Customer at the Service Address you provided. Customer will be provided a period of ten (10) calendar days prior to the expiration of the above thirty day notice, to remedy any situation, nonetheless, Harborside Energy reserves the right to terminate this Agreement, regardless of whether Customer remedies the condition that triggered the termination notice. In addition to any other remedies it may have, Harborside Energy may terminate this Agreement if Customer fails to pay each invoice in full within twenty (20) days of the invoice date, upon thirty (30) days written notice to Customer. Residential customers may terminate this Agreement within 48 hours of notice without penalty, as a result of relocation within or outside of the LDC's franchise area, disability that renders the Customer of record unable to pay for Harborside Energy's service and/or the Customer of record's death.

8. EFFECT OF TERMINATION: If Harborside Energy terminates this Agreement early, Customer will be returned to the LDC unless Customer selects a different third party supplier. The effective termination date will be on the next applicable meter read date.

9. CANCELLATION: You may cancel this agreement at any time by providing 30 days' written notice to Seller at the contact information contained in this Agreement. Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to two (2) billing cycles for Customer to return to the LDC for commodity supply service, and Customer is liable for all Harborside Energy charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the LDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided.

10. BILLING: Customer may receive a single bill for both commodity and delivery costs from either Harborside Energy or the LDC, or each of the LDC and Harborside Energy may invoice Customer separately. If Harborside Energy bills Customer directly, payment is due within 21 days. If Customer's LDC invoices Customer, payment is due by due date outlined on Customer's invoice. Late payments to Harborside Energy will incur a monthly interest rate of 1.5%. A \$35 fee will be charged for all returned payments. Harborside Energy does not offer budget billing services.

11. AGENCY:

For natural gas customers, Harborside Energy will establish a natural gas transportation program for Customer with its LDC in accordance with the LDC's procedures. This may require Customer to enter into a transportation agreement under LDC's transportation service agreement. If requested, Harborside Energy will arrange for transportation of natural gas on Customer's behalf from the transfer point(s) to the respective LDC's City Gate. Customer authorizes Harborside Energy to act as Customer's designated

agent for the arrangement for delivery and transportation of natural gas from transfer point(s) to the respective LDC's City Gate. Harborside Energy will act on Customer's behalf to provide coordination functions hereunder, including, but not limited to nominating, scheduling and balancing. Harborside Energy will supply Customer's full requirements for natural gas at all facilities listed in this Agreement on a firm basis, and will be responsible for any penalties imposed by the LDC for failure to deliver. Customer agrees to purchase all its natural gas requirements from Harborside Energy on a firm basis.

For electric customers, Customer hereby designates Harborside Energy as agent to; (a) arrange and administer contracts and service agreements between Customer and Harborside Energy and those entities including the PJM Regional Transmission Operator ("PJM") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Harborside Energy as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the electricity will be a point at the PJM Harborside Energy load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

12. DELIVERY POINT, TITLE AND TAXES: Seller will cause the energy to be delivered to the applicable utility or ISO at any point of interconnection between the applicable third party transmission systems and those of the LDC or ISO (the "Delivery Point"), at Seller's sole cost and expense. Customer and Harborside Energy agree that title to, control of, and risk of loss to the electricity and/or natural gas supplied by Harborside Energy under this Agreement will transfer from Harborside Energy to Customer at the Delivery Point(s).

13. WARRANTY: This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Harborside Energy. Harborside Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Harborside Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

14. FORCE MAJEURE: In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's LDC or Harborside Energy's transportation capacity, or Customer's LDC appropriation of electric and/or natural gas, etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electric and/or natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

15. LIABILITY: The sole remedy in any claim or suit by Customer against Harborside Energy will be direct, actual damages limited to the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months. Customer waives all other remedies at law or in equity. IN NO EVENT WILL EITHER HARBORSIDE ENERGY OR CUSTOMER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

16. MEASUREMENT: Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the LDC.

17. DISPUTE RESOLUTION: In the event of a billing dispute or a disagreement involving Harborside Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Harborside Energy by telephone or in writing as provided above. If after communication with Harborside Energy, Customer is not satisfied, Customer may contact the New Jersey Board of Public Utilities at 1-800-624-0241 to request an alternate dispute resolution procedure or to file a formal complaint.

18. ASSIGNMENT: Customer may not assign its interests in and obligations under this Agreement without the express written consent of Harborside Energy. Harborside Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another third party supplier or other entity as authorized by the New Jersey Board of Public Utilities.

19. TELEPHONIC COMMUNICATION: By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from Harborside Energy, its affiliates and/or assigns, at the telephone number(s) you provide to Harborside Energy, its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

20. INFORMATION RELEASE AUTHORIZATION: Customer authorizes Harborside Energy to obtain and review information regarding the Customer's credit history from credit reporting agencies, and the following information from the LDC: consumption history, billing determinant, credit information, public assistance status, existence of medical emergencies, status as to whether Buyer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods, tax status and eligibility for economic development or other incentives. This information may be used by Harborside Energy to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Harborside Energy. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to Harborside Energy or calling Harborside Energy at 1-877-940-3835. Harborside Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

21. CONTACT INFORMATION: Customer may contact Harborside Energy Service Contact Center 1-877-940-3835 or write to Harborside Energy at: 101 Hudson Street – Suite 2100, Jersey City, NJ 07302; or by email at customerservice@harborsideenergy.com. You may also contact the New Jersey Board's Division of Consumer Relations at: 1-800-624-0241.

22. EMERGENCY SERVICE: In the event of a gas leak, electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility:

| | | | |
|-------------------------------|-----------------------|---------------------------|----------------|
| Jersey Central Power & Light | 1-888-544-4877 | New Jersey Natural Gas | 1-800-427-5325 |
| Public Service Electric & Gas | 1-800-880-7734 (gas); | 1-800-436-7734 (electric) | |

23. CHOICE OF LAWS: 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 shall be construed under and shall be governed by the laws of the State of New Jersey without regard to the application of its conflicts of law principles.

24. BINDING ARBITRATION; CLASS ACTION WAIVER. In the unlikely event that you have a dispute related to the supply of energy that is not resolved to your satisfaction, or that we have a dispute with you and are unable to resolve it informally, we each agree to resolve such a dispute through binding arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA") or small claims court, instead of before any other court. We each agree to arbitrate solely on an individual basis, and understand and agree that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND HARBORSIDE ENERGY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR TO SUE IN A COURT (OTHER THAN AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT AS DESCRIBED HEREIN).

25. PARTIES BOUND: This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

26. SEVERANCE: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

27. NO WARRANTIES: Unless otherwise expressly set forth in this Agreement, Harborside Energy provides and Customer receives no warranties, express or implied, statutory, or otherwise and Harborside Energy specifically disclaims any warranty of merchantability or fitness for a particular purpose.

28. DELAY OR FAILURE TO EXERCISE RIGHTS: No partial performance, delay or failure on the part of Harborside Energy in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

29. ENTIRE AGREEMENT: This Agreement sets forth the entire Agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement.

30. CONFIDENTIALITY: Customer agrees that for so long as this Agreement remains in effect and for a period of two (2) years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Harborside Energy.

31. FORWARD CONTRACT: Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code (“Code”); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Seller is not a “Utility” as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.

Name: _____ Address: _____

TPS Account Number/POD ID Number: _____

Third Party Supplier Contract Summary – Residential Electric Green Variable

| | |
|---|---|
| <p>Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your electricity supply from this supplier:</p> | <p>Harborside Energy, LLC 101 Hudson Street – Suite 2100 Jersey City, NJ 07302 1-877-940-3835 customerservice@harborsideenergy.com www.harborsideenergynj.com License # ESL-0133 Harborside Energy, LLC is responsible for your electric supply.</p> |
| <p>Price Structure:</p> | <p>100% Renewable Green Variable. The variable price you pay varies each month to reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), National RECs, related transmission and distribution charges and other market-related factors, including the New Jersey sales and use tax, plus any other applicable taxes, fees, charges or other assessments and Company’s costs, expenses and margins. Harborside Energy will purchase and retire on your behalf National RECs to meet 100% of your energy use. There are no applicable ranges/ceilings. The price change is not tied to published index or the utility Price to Compare. Weather fluctuations and other variables affecting market conditions may affect variable prices.</p> |
| <p>Generation/Supply Price:</p> | <p>[_____] per kWh - variable price structure, the rate is effective for your 1st billing cycle</p> |
| <p>Statement Regarding Savings:</p> | <p>There are no guaranteed savings associated with this product.</p> |
| <p>Amount of time required to change from Harborside back to default service or to another TPS:</p> | <p>It may take up to two (2) billing cycles to process a switch from Harborside to default service or another TPS.</p> |
| <p>Incentives:</p> | <p>N/A</p> |
| <p>Right to Cancel/Rescind:</p> | <p>Residential customers will have seven (7) calendar days from the date of the LDC’s confirmation notice to contact your LDC using the contact information below to cancel this contract.</p> |
| <p>Contract Start Date:</p> | <p>Your service is scheduled to begin at the start of your next meter read cycle after the LDC processes your request to switch, which could take up to two (2) billing cycles.</p> |
| <p>Contract Term/Length:</p> | <p>Your initial contract term is 1 month (“Initial Term”) and will continue thereafter on a month-to-month basis until it is cancelled.</p> |
| <p>Cancellation/Early Termination Fees:</p> | <p>There is no ETF associated with your variable rate plan. You may cancel this Agreement at any time by providing 30 days’ written notice to Harborside at the contact information above.</p> |
| <p>Renewal Terms:</p> | <p>Upon completion of your Initial Term, your Agreement will continue on a month-to-month basis (“Renewal Term”).</p> |
| <p>Distribution Company Information:</p> | <p>Your LDC will continue to deliver the electric and you will continue to pay the LDC for this service. In case of an emergency or outage, or if you have questions about the delivery portion of your bill, contact</p> <p>Jersey Central Power & Light Emergency contact: (888)544-4877 Customer service: (800) 662-3115</p> <p>http://www.firstenergycorp.com PSE&G Emergency contact: (800)436-7734 Customer service: (800)436-7734</p> |

Name: _____ Address: _____

TPS Account Number/POD ID Number: _____

Third Party Supplier Contract Summary – Residential Gas Variable

| | |
|---|--|
| <p>Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your gas supply from this supplier:</p> | <p>Harborside Energy, LLC 101 Hudson Street – Suite 2100 Jersey City, NJ 07302 1-877-940-3835 customerservice@harborsideenergy.com www.harborsideenergynj.com License # GSL-0125 Harborside Energy, LLC is responsible for your gas supply.</p> |
| <p>Price Structure:</p> | <p>Variable. The variable price you pay varies each month to reflect the cost of natural gas obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including the New Jersey sales and use tax, plus any other applicable taxes, fees, charges or other assessments and Company’s costs, expenses and margins. There are no applicable ranges/ceilings. The price change is not tied to published index or the utility Price to Compare. Weather fluctuations may affect variable prices.</p> |
| <p>Generation/Supply Price:</p> | <p>[] per therm - variable price structure, the rate is effective for your 1st billing cycle.</p> |
| <p>Statement Regarding Savings:</p> | <p>There are no guaranteed savings associated with this product.</p> |
| <p>Amount of time required to change from Harborside back to default service or to another TPS:</p> | <p>It may take up to two (2) billing cycles to process a switch from Harborside to default service or another TPS.</p> |
| <p>Incentives:</p> | <p>N/A</p> |
| <p>Right to Cancel/Rescind:</p> | <p>Residential customers will have seven (7) calendar days from the date of the LDC’s confirmation notice to contact your LDC using the contact information below to cancel this contract.</p> |
| <p>Contract Start Date:</p> | <p>Your service is scheduled to begin at the start of your next meter read cycle after the LDC processes your request to switch, which could take up to two (2) billing cycles.</p> |
| <p>Contract Term/Length:</p> | <p>Your initial contract term is 1 month (“Initial Term”) and will continue thereafter on a month-to-month basis until it is cancelled.</p> |
| <p>Cancellation/Early Termination Fees:</p> | <p>There is no ETF associated with your variable rate plan. You may cancel this Agreement at any time by providing 30 days’ written notice to Harborside at the contact information above.</p> |
| <p>Renewal Terms:</p> | <p>Upon completion of your Initial Term, your Agreement will continue on a month-to-month basis. (“Renewal Term”)</p> |
| <p>Distribution Company Information:</p> | <p>Your LDC will continue to deliver the natural gas and you will continue to pay the LDC for this service. In case of an emergency or outage, or if you have questions about the delivery portion of your bill, contact New Jersey Natural Gas Emergency contact: (800)427-5325 Customer service: (800)221-0051 http://www.njng.com PSE&G Emergency contact: (800)436-7734 Customer service: (800)436-7734 http://www.pseg.com</p> |

Para la versión en español de este documento, visite www.harborsideenergynj.com

RECEIPT

YOU, THE CONSUMER, MAY CANCEL THE THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE OF CANCELLATION

DATE: _____
[enter date of transaction]

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Harborside Energy, LLC at 9 Sommers Lane, Staten Island, NY 10314 NOT LATER THAN MIDNIGHT OF the date first listed above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature

Date: _____

Environmental Information Disclosure (EID) for the Electricity Product of Harborside Energy, LLC

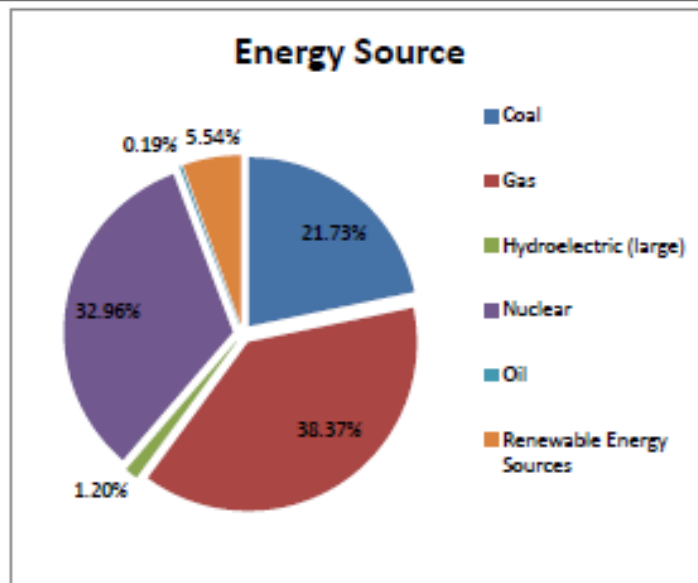
Electricity Supplied from **June 1, 2021 to May 31, 2022**

1. Below is the default EID Label describing the resources used to generate electricity for customers of Harborside Energy, LLC.
2. The PJM System Mix data provided in the standard format below is to be used as the default EID Label when a TPS or EDC has not made an affirmative claim about the environmental characteristics of their product.
3. A Third Party Supplier or EDC may substitute product specific information if it makes an affirmative claim that the electricity mix used in its product exceeds the standard default mix including the State mandates for Renewable Portfolio Standard compliance.
4. If a TPS or EDC uses actual product specific data to substantiate an environmental claim, the EID label must include the TPS or BGS Providers emissions data in lb/MWh for comparison with PJM benchmark as described below.
5. If a TPS or EDC uses actual product specific data to substantiate an environmental claim, the EID label must also include a graphical representation of the TPS or BGS Provider's emissions data as a percentage of PJM benchmark as shown below.
6. If a TPS or EDC uses substitute data to substantiate an environmental claim based upon the retirement of RECs beyond that required by NJ law or actually procured renewable electricity, the EID label with sufficient documentation to determine generation sources and emissions must be submitted to the NJ BPU Division of Clean Energy for verification.
7. Products which utilize RECs from renewable electricity sources not delivering power into PJM cannot claim NO_x or SO₂ reductions in PJM from their products.

PJM System Mix

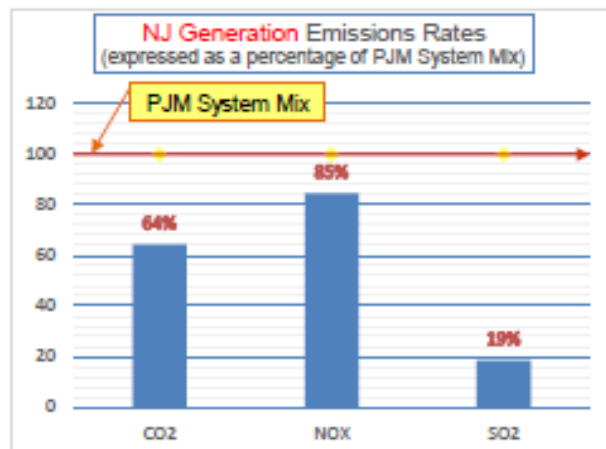
Energy Source

| | |
|--|----------------|
| Coal | 21.73% |
| Gas | 38.37% |
| Hydroelectric (large) | 1.20% |
| Nuclear | 32.96% |
| Oil | 0.19% |
| Renewable Energy Sources | |
| Captured methane gas | 0.24% |
| Fuel cells | 0.00% |
| Geothermal | 0.01% |
| Hydroelectric (small) | 0.00% |
| Solar | 1.00% |
| Solid waste | 0.49% |
| Wind | 3.62% |
| Wood or other biomass | 0.19% |
| Total: | 100.00% |
| Renewable Energy Sources Subtotal | 5.54% |



Air Emissions Rates

Pursuant to N.J.A.C. 14:8-3-1(b)2, air emission rates for CO₂, NO_x, and SO₂ associated with the fuel mix must be reported in units of pound per megawatt-hour (lb/MWh). The Benchmark Energy Source and emission rate data is the PJM System Mix for EY 2022 and represent the average amount of air pollution associated with the generation of electricity in the PJM region. The PJM System Mix average emission rate for all electricity generation in the PJM Region can be used for comparison when a NJ TPS or BGS Provider supplies actual emission data for a product making an affirmative environmental claim that exceeds the NJ Renewable Portfolio Standards. CO₂ is a "greenhouse gas" which may contribute to global climate change. NO_x and SO₂ react to form acids found in acid rain. NO_x also reacts to form ground level ozone, an unhealthy component of "smog." For illustrative purposes, the chart below compares a hypothetical electricity product that contained 100% NJ generation sources to the PJM System Mix.



| Data Source | CO ₂ (lb/MWh) | NO _x (lb/MWh) | SO ₂ (lb/MWh) |
|----------------|--------------------------|--------------------------|--------------------------|
| PJM System Mix | 835.75 | 0.37 | 0.49 |
| NJ Benchmark | 537.60 | 0.31 | 0.09 |

| | CO ₂ | NO _x | SO ₂ |
|--------------------|-----------------|-----------------|-----------------|
| PJM System Mix (%) | 100 | 100 | 100 |
| NJ Generation (%) | 64 | 85 | 19 |