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333 West Washington Street  
Syracuse, New York 13202  
[Customer-Services-US@smartestenergy.com](mailto:Customer-Services-US@smartestenergy.com)  
License No.: [ESL-0245]

**SALES AGREEMENT**  
**New Jersey**

Customer Name: Guardian Drug Company			
Mailing Address: 2 Charles Court South Brunswick Township NJ 08810 United States		Billing Address (if different): 2 Charles Court South Brunswick Township, NJ 08810 United States	
Contact Name: Rajni Dakwala		Phone: (646) 283-2745	
Fax:		Email:	
Check Only if Voluntary REC's are requested	<input type="checkbox"/> Voluntary Renewable Energy Product: NA	Check Only if Customer is Tax Exempt	<input type="checkbox"/> If checked, tax exempt documentation must be attached. Failure to attach will result in Customer being charged tax until a completed form is on file and accepted by the LDC. Customer will also be responsible to arrange for any tax refunds directly with the state taxing authority.
LDC/LocalDistribution Company: See Attachment A		LDC Account Number(s) and approximate Start Date(s): See Attachment A	


**CUSTOMER DISCLOSURE STATEMENT**

<b>Price</b>	[Fixed Price of \$0.12213/kWh]																
<b>Bill Type</b>	Consolidated Bill																
<b>How Price is Determined</b>	<p>The Price above includes New Jersey Sales and Use Tax. Price components are set in accordance with the table below. Components listed "set for contract duration", shall be billed at the Price above throughout the contract term, unless changed in accordance with Section 20 – Regulatory of Other Changes. Components listed as "pass through" shall be billed using market-based prices or estimates thereof.</p> <table><tr><th>COMPONENT</th><th>Treatment</th></tr><tr><td>Energy</td><td>Set for contract duration, included in price</td></tr><tr><td>Unforced Capacity</td><td>Set for contract duration, included in price</td></tr><tr><td>Ancillary Services</td><td>Set for Term, included in the price</td></tr><tr><td>Transmission (Network Integration Transmission Service, TECs)</td><td>Set for Term, included in the price</td></tr><tr><td>Clean Energy – Mandatory RECs (Class 1, Class 2, Solar)</td><td>Set for Term, included in the price</td></tr><tr><td>Auction Revenue Rights Credits</td><td>Set for Term, included in the price</td></tr><tr><td>Renewable Energy – voluntary</td><td>Not Selected</td></tr></table> <p>Please be aware that SmartestEnergy US LLC reserves the right to pass through costs/credits in accordance with Section 20– Regulatory or Other Changes.</p> <p>PJM has suspended its Unforced Capacity auction for the delivery period beginning June 2024, creating material uncertainty in PJM's capacity price and auction rules from that point forward. Once PJM finalizes these charges, SmartestEnergy US LLC reserves the right to pass through its actual unforced capacity costs/credits beginning June 2024. If its costs change, SmartestEnergy US LLC will have the right to change the prices for components listed in the table above, except for the "Energy" component, beginning 36 months from the execution date of this Agreement.</p>	COMPONENT	Treatment	Energy	Set for contract duration, included in price	Unforced Capacity	Set for contract duration, included in price	Ancillary Services	Set for Term, included in the price	Transmission (Network Integration Transmission Service, TECs)	Set for Term, included in the price	Clean Energy – Mandatory RECs (Class 1, Class 2, Solar)	Set for Term, included in the price	Auction Revenue Rights Credits	Set for Term, included in the price	Renewable Energy – voluntary	Not Selected
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Renewable Energy – voluntary	Not Selected																
<b>Start Date</b>	Supply shall start from first meter read date after the LDC processes your enrollment with SmartestEnergy US LLC (the "Start Date"), which is expected to be during the month of December																

	<p>2023.</p> <p>SmartestEnergy US LLC shall not be held responsible for any delays in the Start Date caused by the actions or inactions of the LDC.</p>
<b>Term</b>	<p>This Agreement will begin upon the date the parties executed this Agreement (the "Execution Date"). The Term shall be for a period of 36 months from the Start Date ("Term"). After the end of the Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by either party as provided in the Renewal section below.</p>
<b>Process Customer May Use to Rescind Agreement Without Penalty</b>	<p>Residential customers will receive notice confirming that they have selected SmartestEnergy US LLC as their supplier. Residential customers may terminate this Agreement within seven (7) days of receipt of such notice by contacting SmartestEnergy US LLC or their LDC.</p>
<b>Amount of Early Termination Fee and Method of Calculation</b>	<p>An Early Termination Fee shall apply if Customer terminates this Agreement early or if SmartestEnergy US LLC terminates this Agreement for Customer non-payment. ETF shall equal the projected amount of electricity to be consumed by customer for the remainder of the Term multiplied by the difference between the contract price in effect for the remainder of the Term and the price at which SmartestEnergy US LLC can sell such electricity following the termination, or \$500 per non-residential account, whichever is greater.</p> <p>For all residential customers, the termination fee will be no greater than \$100.00 if there is less than 12 months left of the Term and \$200.00 if there is 12 months or more left of the Term. See Section 4 – Term.</p> <p><b>If this Agreement is terminated, it may take up to two (2) billing cycles to return to LDC service or switch to another supplier.</b></p> <p><b>Agreement is based on the energy consumption used in the prior year. A deviation of 100% or more could result in additional fees for all commercial customers.</b> See section 8 – Customer Usage Deviation.</p>
<b>Amount of Late Payment</b>	<p>If SmartestEnergy US LLC manages billing, customer shall pay 1.5%, or the highest percentage or amount allowable by law, per month on overdue balances. If the LDC manages billing, customer shall be responsible to pay any late fees charged by the LDC on overdue balances.</p>
<b>Credit Support</b>	<p>If this Agreement requires Customer to provide a cash deposit, letter of credit, or prepayment, the amounts and due dates of such instrument(s) shall be detailed on Attachment B. If a deposit or prepayment is required, Customer's signature on Attachment B will indicate its authorization for SmartestEnergy US LLC to access the required funds via ACH debit payment. Any cash deposit or prepayment shall also be governed by the terms of Paragraph 23</p>
<b>Renewal</b>	<p>After the end of the Initial Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by either party.</p> <p>Residential and Small Business Customers only: Not less than 30 days and no more than 60 days prior to the expiration of the Term, SmartestEnergy US LLC will notify Customer in writing and/or by email of the switch to variable rate methodology at which SmartestEnergy US LLC will continue to serve Customer. Customer will have 15 days from Customer's receipt of such renewal notice to reject this offer and terminate the Agreement. If SmartestEnergy US LLC does not receive notice of Customer's termination of this Agreement, this Agreement will continue in full force and effect until canceled by customer. See Section 4 –Term</p>
<b>Guaranteed Savings</b>	<p>There are no guaranteed savings from the LDCrate and your rate may be higher than the LDC rate.</p>
<b>LDC</b>	<p>[Name and number of LDC]</p> <p>Customer's LDC will continue to deliver the electricity supplied by SEUS and will be available to respond to outages and/or other emergencies.</p>

By entering into this Agreement, Customer agrees to the terms above (and those in the attached General Terms and Conditions, in particular, the specific Customer Acknowledgements) and authorizes SmartestEnergy US LLC to act as Customer's agent in dealing with the LDC.If there is any discrepancy between the terms in this "Customer Disclosure Statement" and the ones in General Terms and Conditions, the terms in "Customer Disclosure Statement" shall prevail.

Generation prices and charges are set by the electric generation supplier you have chosen. The Board of Public Utilities regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Printed Name:	Printed Name: Rajni Dakwala
Signature:	Signature: 
Title:	Title VP
Date:	Date 8/21/23
SmartestEnergy US LLC	
Printed Name	
Signature:	
Title:	
Date:	

## GENERAL TERMS AND CONDITIONS

1. **Agreement to Sell and Purchase Energy.** This is an agreement between SmartestEnergy US LLC ("SEUS," the "Company," "Seller," "we," or "us"), an independent energy services company, and you ("Customer," "you," or "your") under which Customer authorizes SEUS to initiate electricity supply service and begin Customer's enrollment with SEUS (the "Agreement"). Subject to the terms and conditions of this Agreement, SEUS agrees to sell and Customer agrees to purchase and accept all the electricity required to serve Customer's account(s) listed on Attachment A ("Purchase Quantities"). SEUS does not guarantee savings under this Agreement. Customer's local distribution utility(ies) (the "LDC") will continue to deliver the electricity supplied by SEUS and will be available to respond to outages and/or other emergencies. SEUS is not affiliated with and does not represent Customer's LDC.
2. **Information Release Authorization.** Customer authorizes SEUS to obtain and review information regarding Customer's credit history from credit reporting agencies and information from Customer's LDC, which shall include, but not be limited to the following: consumption history; billing determinants; account numbers; credit information; public assistance status; existence of medical emergencies; status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled; data applicable to cold weather periods; tax status; and eligibility for economic development or other incentives (collectively, "Customer Information"). This information may be used by SEUS 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 SEUS.** SEUS reserves the right to refuse to provide service to Customer under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers unsatisfactory. This authorization will remain in effect during any initial or renewal term of this Agreement; provided, however, that Customer may rescind this authorization at any time by providing written notice to SEUS or by calling SEUS at 1-800-544-0995. SEUS reserves the right to cancel this Agreement in the event Customer rescinds such authorization. The data obtained pursuant to this authorization will be retained by SEUS for a period of six years post-termination of this Agreement consistent with the statute of limitations for contractual disputes and may be used by SEUS in connection with any ongoing business or legal purpose with respect to its obligations under the Agreement, or to offer additional products or services to Customer during the Term or at any time in the six year period after the Agreement terminates, or as contained in any derivative work created by SEUS in association with its business as a retail energy provider.
3. **Customer Acknowledgements.** CUSTOMER ACKNOWLEDGES THE FOLLOWING: THAT ANY SALES REPRESENTATIVE WITH WHOM CUSTOMER HAS SPOKEN REPRESENTS SEUS, AND IS NOT FROM THE LDC; THAT YOU ARE THE CUSTOMER WHOSE NAME IS ON THE ACCOUNT, THE SPOUSE OF THE ACCOUNT HOLDER, OR OVER 18 AND AUTHORIZED TO MAKE DECISIONS CONCERNING THE ACCOUNT; THAT YOUR LDC WILL CONTINUE TO DELIVER YOUR ELECTRICITY AND PROVIDE YOU WITH YOUR ELECTRICITY BILL UNLESS OTHERWISE AGREED TO IN WRITING; THAT YOU HAVE RECEIVED A COPY OF SEUS'S TERMS AND CONDITIONS, THE CONSUMER BILL OF RIGHTS, AND THE CUSTOMER DISCLOSURE STATEMENT; AND, IF A NON-RESIDENTIAL CUSTOMER, THAT YOU WERE INFORMED THAT THE LDC MAY DISCONNECT YOUR SERVICE AS A RESULT OF ANY FAILURE TO PAY SEUS'S CHARGES.
4. **Term and Termination.**
  - a. **For all products except Variable.** This Agreement will begin upon the date the parties executed this Agreement (the "Execution Date"). It will continue for the period set forth in the Customer Disclosure Statement (the "Term") from the first meter read date after the LDC processes the Customer's enrollment with SEUS (the "Start Date"). SEUS shall not be held responsible for any delays in the Start Date caused by the actions or inactions of the LDC. After the end of the Initial Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by either party. For Residential only: Not less than 30 days and no more than 60 days prior to the expiration of the Initial Term, SEUS will notify Customer in writing and/or by email of the switch to variable rate methodology at which SEUS will continue to serve Customer. Customer will have 15 days from Customer's receipt of such renewal notice to reject this offer and terminate the Agreement. If SEUS does not receive notice of Customer's termination of this Agreement, this Agreement will continue in full force and effect until canceled by Customer.
  - i. **Variable Rate Methodology:** After the Term, the rate for electricity will be a variable rate that may be higher or lower each month and will be set in SEUS's sole discretion. SEUS typically considers the following factors when setting variable rates:
    - publicly available competitor pricing;
    - strategic business objectives;
    - customer retention or attrition;
    - market volatility or uncertainty;
    - anticipated customer usage;
    - the cost of procuring power including wholesale prices, ancillary service costs, capacity auctions, utility (LDC) fees, transmission and distribution losses, and storage costs;
    - weather, supply congestion, and infrastructure issues;
    - legal or regulatory issues; and
    - profit margin.

This list of factors is not exhaustive and no single factor will determine the rate. Some factors must be estimated or projected and the factors SEUS considers may be weighed differently each month. SEUS may amortize sudden cost increases over multiple billing cycles so that its customers do not bear the burden of such increases in a single month. For all of these reasons, the variable rate may not correlate with changes in wholesale market prices or your LDC's rates. In addition, the variable rate may be higher than your LDC rate or other suppliers' rates. For Residential and Small Business customers only, Your rate for the first month under a variable rate methodology will be set forth in the second notice sent by SEUS as set forth in the Customer Disclosure Statement. You may obtain the average monthly rates for the previous twenty four (24) months for SEUS's customers in your LDC's service territory who received service on a variable rate ("Historical Rates") by contacting SEUS. Please note that Historical Rates are not indicative of current or future rates.

- b. **Variable Service.** This Agreement will begin on the date the parties executed this Agreement (the "Execution Date") and will continue unless and until this Agreement is terminated by either party. SEUS will begin supplying electricity to Customer on the first meter read date after the LDC processes the Customer's enrollment with SEUS (the "Start Date"). SEUS shall not be held responsible for any delays in the Start Date caused by the actions or inactions of the LDC.

c. **Termination**

**Fees.**

ETF shall equal the projected amount of electricity to be consumed by customer for the remainder of the Term multiplied by the difference between the contract price in effect for the remainder of the Term and the price at which SmartestEnergy US LLC can sell such electricity following the termination, or \$500 per non-residential account, whichever is greater. There are no early termination fees for **Variable Service** customers. For all other products, the projected amount of electricity to be consumed by customer for the remainder of the Term, multiplied by the difference between the contract price in effect for the remainder of the Term and the price at which SEUS can sell such electricity following the termination, or \$500 per account, whichever is greater. For all residential customers, the termination fee will be no greater than \$100.00 if there is less than 12 months left of the Term and \$200.00 if there is 12 months or more left of the Term. SEUS may terminate this agreement early for Customer fails to, i.) pay invoices timely ii.) provide performance assurance when requested, as provided in Sections 7 and 22, iii.) provide the notifications of behind the meter generation, net metering transactions or a state power allocation as required in Section 8, or iv.) provide credit support (if applicable) when due as specified in Attachment B or Section 23. If either

Party terminates this Agreement early, then Customer shall owe an Early Termination Fee.

5. **Price.** The Price for all electricity under this Agreement shall be calculated as described in the Customer Disclosure Statement. For each billing cycle, the Price shall be applied to the Customer's metered usage for such billing cycle (as reported by the LDC).
6. **Renewable Energy Products.** This paragraph applies if Customer has chosen to receive a voluntary renewable energy product, as outlined in the Customer Disclosure Label. This product bundles electricity with Renewable Energy Certificates ("RECs") in an amount designed to match the Customer's usage. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. This product is Green-e® Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org). **Election of this product supports the development of renewable resources, but Customer understands and acknowledges that Customer may not actually be supplied with renewable energy.**
7. **Billing and Payment.** At SEUS's option, Customer may receive a single bill for both commodity and delivery costs from either SEUS or the LDC ("Consolidated Bill"), or the LDC and SEUS may each invoice Customer separately ("Dual Bill"). SEUS will have the right to change the bill type one time during the term of this Agreement. Customer will pay SEUS for electric supply service based on meter readings and consumption information measured by and/or received from Customer's LDC ("Billing Quantity"). For invoices received from SEUS, Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5%, or the highest percentage or amount allowable by law, per month. For invoices received from the LDC, Customer will pay each invoice in full as required by LDC's tariff or be subject to a late payment charge as required by LDC's tariff. If Customer fails to pay either any EDC invoice or any SEUS invoice when due, then, in addition to any other remedies that it may have, SEUS may terminate this Agreement upon 15 calendar days' written notice to Customer. **Failure to make full payment of SEUS and LDC charges due on any Consolidated Bill will be grounds for disconnection of LDC services.** Customer payments remitted in response to a Consolidated Bill shall be pro-rated (when so required) in accordance with procedures adopted by the New Jersey Board of Public Utilities ("BPU"). A \$35 fee will be charged for all returned payments. If any payments made by you directly to us are rejected two (2) times in a one-year period, the only form of payment acceptable will be a certified check, money order, or electronic funds transfer. If you make a payment for a lesser amount, which includes a statement or letter indicating that the lesser payment constitutes full payment, we may accept such payment without prejudice to any other rights or remedies that we may have against you and we may apply it to your account(s) as a partial payment.
8. **Customer Usage Deviation and Behind the Meter Generation.** If Customer's metered usage during any billing period exceeds, or falls below, its historic usage during a like billing period by 100% or more, and such variation results in

- SEUS incurring additional charges, Customer will be responsible for the payment of such additional charges. Customer agrees to inform SEUS of any existing self-generation unit(s), any net metering transactions or any state power allocations associated with the Customer accounts included in this Agreement prior to execution of this Agreement. If Customer fails to provide such notification, SEUS may change the Customer's price or terminate this Agreement. Subsequent to the execution of this Agreement, Customer agrees to promptly provide SEUS with advanced written notice once Customer decides to implement any of the following: (i) changes its use of self-generation unit(s), (ii) installation of additional self-generation unit(s); or (iii) addition or amendment of a net metering transaction or state power allocation. Notwithstanding the foregoing, Customer shall reimburse SEUS for any costs incurred by SEUS as a result of Customer making any of the changes identified in this paragraph or increases in Customer's capacity or transmission tag due to reduced customer generation output during a tag setting period. For the avoidance of doubt, consumption bandwidth thresholds established above shall not apply in a manner that would duplicate Customer's cost reimbursement obligations when calculating costs pursuant to this section..
9. **Delivery Point, Title, and Taxes.** All electricity sold pursuant to this Agreement shall be delivered to a location ("Delivery Point"), which shall constitute the point at which the sale occurs and title to the energy passes to you from us. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of electricity. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by providing appropriate documentation to SEUS. Failure to provide appropriate documentation will result in Customer being charged tax until a completed form is on file and accepted by the LDC. Customer will also be responsible to arrange for any tax refunds directly with the state taxing authority.
- 10.
11. **Emergency Services.** The LDC will continue to respond to emergencies. In the event of an electricity emergency or service interruption, contact your LDC at one of the telephone numbers listed below. You should also contact your local emergency personnel. Atlantic City Electric 1 800 833 7476, Public Service Electric & Gas 1 800 436 7734, Jersey Central Power & Light 1 800 662 3115, Rockland Electric 1 877 434 4100.
12. **Termination.** Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take several billing cycles for Customer to return to the LDC for commodity supply service. Customer remains liable for all SEUS charges until Customer's switch to the LDC or another supplier is effective. For residential customers: Customer will not be liable for any early termination fees in the event Customer: (i) relocates within or outside of the LDC's service territory; (ii) suffers a disability that renders Customer unable to pay for SEUS's services; or (iii) dies, 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 in lieu of the final bill, which will be trued-up when the final meter reading is provided.
13. **SEUS Contact Information.** Customer may contact SEUS by phone at 1-800-448-0995, Monday through Friday between the hours of 9:00 A.M. to 5:00 P.M. EST (such hours subject to change), by email at Customer-Services-US@smartestenergy.com, or by mail to 333 West Washington Street, Syracuse, NY, 13202.
14. **Consumer Protections.** The services provided by SEUS to residential Customers are governed by the terms and conditions of this Agreement. SEUS will provide at least 15 calendar days' notice prior to the cancellation of service to a residential Customer. Customer may obtain additional information by contacting SEUS at 1-800-448-0995, the BPU Division of Customer Assistance at 1-800-624-0241.
15. **No Warranties.** Unless otherwise expressly set forth in this Agreement, SEUS provides and Customer receives no warranties, express or implied, statutory, or otherwise and SEUS specifically disclaims any warranty of merchantability or fitness for a particular purpose.
16. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE NEW JERSEY LAW, NEITHER YOU NOR SEUS WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND SEUS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST SEUS WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM SEUS, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND SEUS ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. IN THE EVENT CUSTOMER FAILS TO REPORT A DISPUTE WITHIN THIRTY (30) DAYS OF THE DISPUTED OCCURRENCE, CUSTOMER WAIVES ANY AND ALL RIGHTS TO ASSERT THE DISPUTE. THIS THIRTY (30) DAY REQUIREMENT SHALL TAKE PRIORITY OVER ALL OTHER PROVISIONS OF THIS AGREEMENT.
17. **Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions.** ANY COMPLAINT, CLAIM, OR DISPUTE BETWEEN SEUS AND CUSTOMER, WHETHER ARISING IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE, SHALL, AS THE SOLE AND EXCLUSIVE REMEDY OF SEUS AND CUSTOMER, BE DECIDED BY FINAL AND BINDING ARBITRATION UNDER THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1 ET. SEQ., AND SHALL BE VENUED EXCLUSIVELY IN THE STATE OF NEW JERSEY AND THE COUNTY WHERE SERVICES ARE BEING PROVIDED UNDER THIS AGREEMENT, OR WHERE SEUS AND CUSTOMER MUTUALLY AGREE. ANY SUCH COMPLAINTS, CLAIMS, OR DISPUTES SHALL PROCEED ONLY IN ARBITRATION AND ONLY ON AN

INDIVIDUAL BASIS. THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING AND MAY BE ENTERED INTO JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. SEUS AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY.

**BY AGREEING TO BINDING ARBITRATION, SEUS AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO SUE OR SEEK RELIEF OR HAVE ANY COMPLAINTS, CLAIMS, OR DISPUTES ADJUDICATED IN ANY COURT OF LAW, ADMINISTRATIVE PROCEEDING, OR ANY OTHER FORUM, WHETHER THOSE COMPLAINTS, CLAIMS, OR DISPUTES ARISE OR ARE BASED IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE. SEUS AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. SEUS AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION.**

NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC SUPPLY SERVICE WITH SEUS PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC SUPPLIERS. HOWEVER, ANY COMPLAINTS, CLAIMS, OR DISPUTES SUBMITTED TO SAID AGENCY REMAIN OTHERWISE SUBJECT TO THE PROVISIONS OF THIS PARAGRAPH, INCLUDING, BUT NOT LIMITED TO, THE AGREEMENT TO SUBMIT ALL COMPLAINTS, CLAIMS, OR DISPUTES, WHETHER ARISING OR BASED IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE, TO BINDING AND FINAL ARBITRATION; THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO SUE OR SEEK RELIEF IN ANY COURT OF LAW, ADMINISTRATIVE PROCEEDING, OR ANY OTHER FORUM; THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO A JURY TRIAL; AND THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION.

18. **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, severe weather events, curtailment by Customer's LDC, 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 electricity under this Agreement cannot be

cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

19. **Applicable/Governing Law.** This Agreement is governed by the laws of the State of New Jersey. This Agreement is subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over this agreement or the services to be provided hereunder.
20. **Regulatory or Other Changes.** SEUS and Customer recognize that a change in any law, rule, regulation, or tariff that results in a change in a cost or requirement applicable to SEUS (each, a "Regulatory Change") could materially impact a term or provision of this Agreement including, but not limited to price. Accordingly, SEUS retains the right to modify this Agreement, including Customer's price, as a result of a Regulatory Change. SEUS shall provide 30 days' prior written notice to Customer of any modification to this Agreement resulting from a Regulatory Change. For the avoidance of doubt, a change in a Network Integration Transmission Service ("NITS") Transmission Enhancement Charge ("TEC") or TEC Credit rate shall be considered a Regulatory Change for purposes of Section 19 and SEUS shall change the Customer's contract price to reflect the increased or decreased costs. A change in the Customer's NITS tag shall not be considered a Regulatory Change unless there is a rule change that amends the way such tags are determined.
21. **Assignment.** You may not assign this Agreement, in whole or in part, or any of your rights or obligations without SEUS's prior written consent. We may, upon 30 days' written notice, transfer, sell, pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds in connection with any financial or billing services agreement and transfer or assign this Agreement, in whole or in part, to an ESCO affiliate of SEUS, or any other approved ESCO or other entity authorized by the PUC without your consent. This Agreement shall be binding on each party's successors and legal assigns.
22. **Severability.** 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.
23. **Performance Assurance.** If SEUS has reasonable grounds to believe that Customer's creditworthiness or performance under this Agreement has become unsatisfactory, SEUS will provide Customer with written notice requesting performance assurance in an amount determined by SEUS in a commercially reasonable manner. Upon receipt of such notice Customer shall have five (5) business days to remedy the situation by providing such performance assurance to SEUS. In the event that Customer fails to provide such performance assurance, or guaranty or other credit assurance acceptable to SEUS within five (5) business days of receipt of notice, then SEUS may terminate this Agreement.
24. **Cash Deposits or Prepayments.** If a cash deposit or prepayment applies, Customer grants to SEUS all of its' right, title and interest in the cash deposit or prepayment, free of liens or encumbrances. SEUS may, at any time, apply any

part of, i.) the cash deposit to any past due amounts owed by Customer or ii.) the prepayment to any amounts owed by Customer. If SEUS makes any such application, it shall provide notice to Customer of any shortage and its intent to replenish the account via ACH debit payment. In the event that the ACH debit payment is unsuccessful, Customer shall have five (5) business days to restore such cash deposit or prepayment. SEUS shall return the cash deposit or prepayment once this Agreement has been terminated in accordance with its terms and all amounts owned by Customer have been paid.

25. **Forward Contract.** Customer agrees that this Agreement is a “forward contract” within the meaning of the U.S. Bankruptcy Code, as amended, and that SUES is a “forward contract merchant” within the meaning of the U.S. Bankruptcy Code, as amended.

26. **Entire Agreement.** This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and SEUS with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement.

27.



## Attachment A

#	Utility	Account Number	Service Address	Approximate Start Date	Term	Contract End Date	Annual Volume per kWh
1	PSEG	PE000008783658143123	2 CHARLES CT , SOUTH BRUNSWICK TWP, NJ, 08852-0000, US	12/22/2023	36	12/21/2026	13,769,618