

**Verde Energy USA Inc.'s Contract Summary**

<p>Third Party Supplier Information: <b>By entering into this contract, you are agreeing to purchase your electric supply from this supplier.</b></p>	<p>Verde Energy USA, Inc. (“Verde”) 1-800-388-3862 Monday – Friday 8 A.M. to 6 P.M. EST. <a href="http://www.verdeenergy.com">www.verdeenergy.com</a> <a href="mailto:customercare@verdeenergy.com">customercare@verdeenergy.com</a> One Gateway Center, Suite 2600, Newark, NJ 07102 BPU electric license # ESL-0085 Verde is responsible for your supply</p>
<p>Price Structure</p>	<p><b>The supply price is fixed for the first 24 Months and is variable thereafter.</b> Fixed: Under a fixed rate, a customer pays a fixed rate per kilowatt hour of energy, and the rate does not change during the fixed rate period. Variable: Under a variable rate, the rate per kilowatt hour of energy may change over time. The rate is based upon the costs incurred by Verde to supply electricity to Customer (including, but not limited to, the costs incurred by Verde to supply electricity to Customer (including, but not limited to, the costs of procuring energy, capacity charges and transmission costs), which costs can fluctuate with market factors such as supply and demand, weather and changes to laws and regulations, plus Verde’s other expenses and margins. The rate is based on market conditions, which Verde does not control, so Verde cannot predict how often the rate will vary. There is no range or ceiling that applies to the variable rate. Rate changes are not tied to a published index or the utility Price to Compare. There is no limit on how much the rate may change from one billing cycle to the next.</p>
<p>Generation/Supply Price</p>	<p>13.65¢ per kWh for 24 Months, with a \$0.00 monthly service fee</p>
<p>Statement Regarding Savings</p>	<p>The supply price may not always provide savings to the Customer</p>
<p>Amount of time required to change from TPS back to default service or to another TPS</p>	<p>1 to 2 billing cycles depending on the Customer’s meter reading date</p>
<p>Incentives</p>	<p>Your plan may include enrollment incentives.</p>
<p>Right to Cancel/Rescind</p>	<p>Customer will have seven calendar days from the date of the utility’s confirmation notice to contact the utility and cancel this contract. Customer may also cancel this contract at any time, for any reason and without an early termination fee</p>
<p>Contract Start Date</p>	<p>The expected start date of service with Verde is 1 to 2 billing cycles depending on the Customer’s meter reading date</p>
<p>Contract Term/Length</p>	<p>The term of this contract is month-to-month</p>
<p>Cancellation/Early Termination Fees</p>	<p>No</p>
<p>Renewal Terms</p>	<p>The term of this contract is month-to-month</p>
<p>Distribution Company Information</p>	<p>Public Service Electric &amp; Gas Company 800-436-7734 <a href="http://www.PSEG.com">www.PSEG.com</a> Public Service Electric &amp; Gas Company will continue to deliver the electricity, and the Customer will continue to pay Public Service Electric &amp; Gas Company for this service. The Customer should call Public Service Electric &amp; Gas Company in the event of any emergencies/outages/etc.</p>
<p>Spanish Contract</p>	<p>Customer may request a Spanish version of this document by emailing <a href="mailto:customercare@verdeenergy.com">customercare@verdeenergy.com</a> or calling Verde at 1-800-388-3862.</p>



## Verde Energy USA, Inc. - Terms and Conditions of Service

This Agreement authorizes Verde Energy USA, Inc., NJ License ESL-0085 (“Verde”), to change your (“Customer”) electric supplier in the service territory of Customer’s local distribution company (“Utility”), subject to these Terms and Conditions of Service (“Agreement”), which includes an agreement to ARBITRATION for any and all disputes between Customer and Verde:

### Definitions:

- **Local Distribution Company (LDC)** – A gas or electric corporation owning, operating or managing electric or gas facilities for the purpose of distributing gas or electricity to end users.
- **Generation Charge** – Charge for production of electricity.
- **BPU** – the New Jersey Board of Public Utilities.
- **Pennsylvania-New Jersey-Maryland Interchange (PJM)** – The independent entity that operates the bulk transmission system in New Jersey.
- **Transmission Charge** – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

1. **Price:** During the first 24 Months of service, Verde will supply electricity to Customer at a 100% renewable fixed generation rate of 13.65¢ per kWh plus \$0.00 monthly service fee inclusive of New Jersey Sales and Use Tax. After the first 24 Months of service, Verde will supply electricity to Customer at a 100% renewable variable generation rate that may change monthly with market conditions. Verde will purchase and retire renewable energy certificates (“RECs”) or attributes to ensure that an amount equal to 100% of Customer’s electricity usage is generated by renewable sources. Customer shall also pay and be responsible for all other amounts related to the purchase and delivery of electricity, including other taxes, if any, and delivery charges.
2. **Term:** This Agreement will start when the Utility completes Customer’s enrollment with Verde. Customer will be responsible for the termination of any existing supplier agreement. This Agreement will continue on a month-to-month basis until terminated by either Customer or Verde in accordance with this Agreement.
3. **Right of Rescission & Termination:** Customer will receive a confirmation notice of his or her choice of supplier and will have 7 calendar days from the date of the confirmation notice to contact the Utility and rescind its selection. This Agreement shall not be legally binding upon Customer until the 7-day confirmation period has expired, and Customer has not, directly or indirectly, rescinded his or her selection of Verde. Either Verde or Customer may terminate this Agreement at any time, for any reason and without an early termination fee. For a residential customer, there is no charge for starting or stopping electric generation service, if done within the terms of this Agreement. Verde shall provide Customer with 30 days written notice of the termination and an opportunity to remedy the termination condition. Verde may terminate this Agreement, regardless of whether Customer remedies the condition that triggered the termination notice. The termination will become effective when the Utility switches Customer’s account from Verde to the new supplier selected by Customer, to the Utility or to such other default provider established for Customer’s account. Termination will not relieve Customer of any payment obligations for electricity provided to Customer by Verde prior to termination.
4. **Billing:** Customer will continue to receive one monthly electric bill from the Utility. Payment is due to the Utility in accordance with its standard billing practices.
5. **Emergency:** For any service question or in the event of an emergency, such as a power outage or a downed power line, Customer should contact Public Service Electric and Gas Company at 800-436-7734.

6. **Customer Relocation:** If Customer moves to a new address within Verde's service territory, Customer should contact Verde in order to re-enroll at the new location. A residential customer may terminate this Agreement, with 48-hour notice without penalty, as a result of a relocation within or outside the Utility's franchise area, disability that renders the customer of record unable to pay for Verde's service, and/or the customer of record's death.
7. **Changes to Agreement:** Verde may change, modify or amend this Agreement at any time (each a "Change"). Each Change will be made by Verde in the manner required by applicable law. Each Change will be posted on Verde's website ([www.verdeenergy.com](http://www.verdeenergy.com)), and Customer will receive individual notice of the Change if required by applicable law. Customer should review the website periodically for applicable Changes. Customer's continued use of Verde's products and services following a Change constitutes Customer's acceptance of this Agreement as so Changed.
8. **Assignment:** Customer may not assign this Agreement without Verde's written consent. Verde may assign this Agreement or the revenues or proceeds due it hereunder: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding to all or substantially all of Verde's assets or business in the State of New Jersey; or (d) to another supplier licensed by the New Jersey Board of Public Utilities. This Agreement is binding upon Customer and Verde, and each party's heirs, successors and permitted assigns.
9. **Notice:** Subject to Paragraph 7 above, any notice will be considered to have been made if mailed or emailed to the address for Customer in Verde's records.
10. **Disputes:** Customer may contact Verde at 1-800-388-3862 Monday – Friday 8 A.M. to 6 P.M. EST. regarding this Agreement or any dispute related to this Agreement. Verde will attempt to resolve the dispute in an efficient, fair and timely manner. Verde will report the results of its investigation to Customer. Customer may also contact the New Jersey Board of Public Utilities' Division of Customer Relations at 1-800-624-0241.
11. **Warranty Disclaimer:** VERDE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT.
13. **Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform caused by an event of Force Majeure. "Force Majeure" means events beyond a party's reasonable control, including, without limitation, acts of God, strikes, terrorism, wars, lightning, hurricanes, blizzards, floods, civil disturbances, shortages, unavailability of transmission facilities, and actions of any governmental authority or the Utility that materially impair a party's ability to perform.
14. **Rewards, Bonuses and/or Incentives Program Terms.** Rewards, Bonuses and/or Incentives are subject to the following terms and conditions.

For purposes of receiving any rewards, bonuses and/or incentives, active accounts are defined as those (i) that are billing more than \$0 and (ii) for which we have not received a request to discontinue

(drop) service or change programs and (iii) are in good standing (no past-due balance owed) during the minimum required number of days stated in the offer.

Rewards, bonuses, and/or incentives are also subject to the rewards, bonuses, and/or incentives' terms and conditions stated in the offer and as may be located on our website(s) and those terms and conditions in the Terms of Service between Verde Energy and you, including, but not limited to, all terms related to dispute resolution, **in addition to the terms and conditions set forth herein.** More information on the terms and conditions of any reward, bonus, and/or incentive programs are available by calling 1-800-388-3862. Verde Energy reserves the right to disqualify any account holder from participation in rewards, bonuses and/or incentives' programs.

15. **Entire Agreement:** This Agreement sets forth the entire agreement between Customer and Verde and supersedes any oral or written statements made in connection with this Agreement. This Agreement is governed by the laws of the State of New Jersey.

16. **Governing Law:** Except as provided in Paragraph 17 below, this Agreement is governed by the laws of the State of New Jersey, without regard to its choice of law principles.

17. **Agreement For Mandatory Arbitration & Class Action Waiver (the "Arbitration Agreement"):**

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

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

Right to Opt Out of this Arbitration Agreement. Customer may opt out of this Arbitration Agreement within the first 30 days after the earlier of the first time Customer (a) enrolls and begins purchasing services from Verde; or (b) signs up for any further program or service provided by Verde. Customer may also opt out of this Arbitration Agreement within 30 days after Verde notifies Customer regarding a material change to this Arbitration Agreement. Customer may opt out by sending an email to Verde at [customercare@verdeenergy.com](mailto:customercare@verdeenergy.com) or by sending a letter to 12140 Wickchester Ln. Ste 100, Houston, TX 77079. Customer should include Customer's printed name, mailing address, and the words "Reject Arbitration."

How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") under the AAA Commercial or Consumer rules, as applicable, in effect at the time the claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. Arbitration shall take place in the county of Customer's residence, as determined by Customer's mailing address on file with Verde. Verde agrees to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agrees to waive any right to recover an

award of attorneys' fees and costs against Customer. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

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

Governing Law. This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the claim, the laws of the State of New Jersey, without regard to its choice of law principles, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this Paragraph 17 or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."

18. **Privacy:** Verde's Privacy Policy governs the way Verde uses Customer's personal information. To review or obtain the current version of the Privacy Policy, please visit Verde's website at [www.verdeenergy.com](http://www.verdeenergy.com); email us at [privacy@verdeenergyusa.com](mailto:privacy@verdeenergyusa.com); or write to us at Privacy Policy Coordinator, Verde Energy USA, Inc., 12140 Wickchester Ln. Ste 100, Houston, TX 77079. In general, Verde uses Customer's personal information to allow Verde to provide the products and services that Customer has chosen and to manage and develop Verde's business and operations, including informing Customer of products and services that carefully-selected third parties offer that may be of interest to Customer. Unless Customer contacts Verde and notifies Verde otherwise, by accepting electric service from Verde Customer consents to Verde collecting, retaining, using and disclosing Customer's personal information in accordance with the Privacy Policy.
19. **Information Release and Authorization, Credit Review.** By accepting the Agreement, you authorize Verde Energy to obtain information from the LDU through the Term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electric usage, rate classification, meter readings, characteristics of electric service, and billing and payment information. You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to Verde Energy obtaining a credit report and investigating your (and, if applicable, signatory's) credit rating, credit history and Utility bill payment status and history. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements. You further authorize Verde Energy to release that information to third parties who need to use or be aware of such information in connection with my electric service under the Agreement, as

well as to Verde Energy's affiliates and business partners for marketing purposes. You further authorize Verde Energy, its affiliates, and its third party vendors, including marketing vendors, to communicate with you at the contact information included in your enrollment or contact information received at any time during the relationship of the parties, for future communications, including but not limited to communications through telephone call, voicemail, text message, pre-recorded message and electronic mail. By signing (including by voice or electronic affirmation or adoption) or otherwise accepting the Agreement and providing your phone number, you authorize Verde Energy to cause the transmission of up to 15 text messages per month to the phone number you provide using an autodialer. Consent is not a condition of purchase. Message and data rates may apply. Text STOP to withdraw consent. Text HELP for help. These authorizations shall remain in effect as long as the Agreement (including any renewal) is in effect and for two years thereafter. You may rescind these authorizations at any time by either calling Verde Energy at 1-800-388-3862 or providing written notice to Verde Energy. Verde Energy reserves the right to reject your enrollment or terminate the Agreement if you fail to meet minimum or maximum threshold electric consumption levels as determined by Verde Energy.

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



## VERDE ENERGY USA 100% RENEWABLE ENERGY OFFER

- **VERDE ENERGY** PROVIDES ITS CUSTOMERS WITH 100% RENEWABLE ENERGY BY PURCHASING RENEWABLE ENERGY CERTIFICATES (RECs)
- RECs ARE CREATED WHEN ELECTRICITY IS GENERATED BY RENEWABLE ENERGY RESOURCES. THESE RENEWABLE ENERGY RESOURCES CAN INCLUDE POWER SOURCES SUCH AS SOLAR, WIND, HYDRO, BIOMASS, LANDFILL GAS AND OTHER RENEWABLE POWER SOURCES
- WHEN **VERDE ENERGY** PURCHASES THESE RECs THE RELATED FUNDS DIRECTLY SUPPORT THE OPERATION AND EXPANSION OF RENEWABLE ENERGY RESOURCES
- **VERDE ENERGY** COMPLETES A PERIODIC AUDIT TO ENSURE THAT IT PURCHASES ENOUGH RECs TO PROVIDE 100% RENEWABLE ENERGY TO ITS CUSTOMERS UNDER THIS OFFER

verdeenergyusa

1-800-388-3862

www.verdeenergy.com



**Environmental Information Disclosure (EID) for the Electricity Product of Verde Energy USA New Jersey, LLC**

Electricity Supplied from June 1, 2017 to May 31, 2018

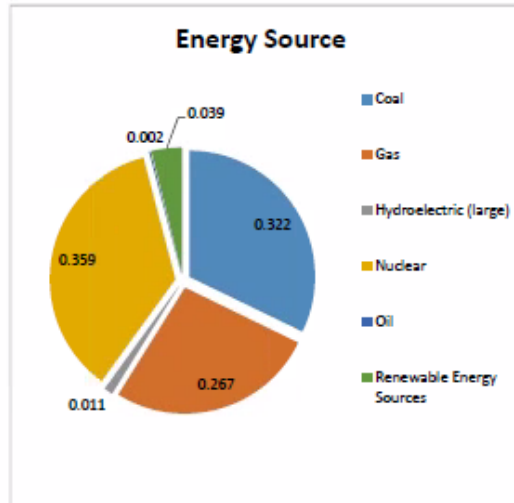
- Below is an illustrative example of the resources used to generate electricity for Verde Energy USA New Jersey, LLC customers.
- The PJM System Mix provided in the standard format below is to be used as the default EID Label when a TPS or EDC has not made an affirmative claim about the environmental characteristics of their product.
- 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.
- If a TPS or EDC uses substitute data to substantiate an environmental claim, the EID label must include the TPS or BGS
- If a TPS or EDC uses substitute data to substantiate an environmental claim, the EID label must also include a graphical representation of the TPS
- 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, the EID label with sufficient documentation to determine generation sources and emissions must be submitted to the NJ BPU Office of Clean Energy for verification.

**Energy Source**

Verde Energy USA New Jersey, LLC relied on these energy resources to provide the electricity product.

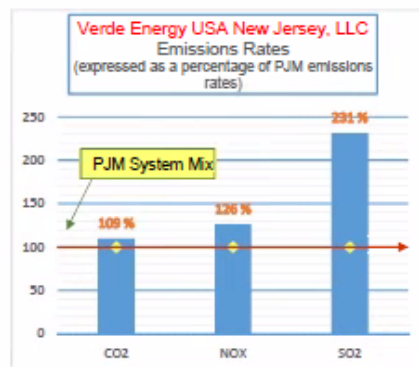
Coal	32.20%
Gas	26.70%
Hydroelectric (large)	1.10%
Nuclear	35.90%
Oil	0.20%
Renewable Energy Sources	0.00%
Captured Methane	
Gas	0.30%
Fuel cells	0.00%
Geothermal	0.00%
Hydroelectric(small)	0.00%
Solar	0.20%
Solid waste	0.50%
Wind	2.60%
Wood or other biomass	0.30%
Total:	96.10%

Renewable Energy Sources Subtotal 3.90%



**Air Emissions Rates**

Pursuant to N.J.A.C. 14:8-3.1(b)2, air emission rates for CO<sub>2</sub>, NO<sub>x</sub>, and SO<sub>2</sub> 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 2018 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. CO<sub>2</sub> is a "greenhouse gas" which may contribute to global climate change. NO<sub>x</sub> and SO<sub>2</sub> react to form acids found in acid rain. NO<sub>x</sub> also reacts to form ground level ozone, an unhealthy component of "smog."



Data Source	CO <sub>2</sub> (lb/MWh)	NO <sub>x</sub> (lb/MWh)	SO <sub>2</sub> (lb/MWh)
PJM System Mix	947.59	0.62	0.74
Verde Energy USA New Jersey, LLC	1038.88	0.78	1.71

	CO <sub>2</sub>	NO <sub>x</sub>	SO <sub>2</sub>
% of PJM Emissions	109	126	231
PJM Benchmark (%)	100	100	100