

Ambit Northeast, LLC

New Jersey Service Area

Terms of Service

VERSION DATE: AUGUST 4, 2023

Together with your Contract Summary, which is incorporated herein by reference, this is your Sales Agreement and Terms of Service for the purchase of electric generation supply and/or natural gas supply service (each a "Service") from Ambit Northeast, LLC ("Ambit") ("Agreement"). Ambit is licensed as a third party supplier (TPS) by the New Jersey Board of Public Utilities ("BPU") under license # ESL-0111 for electric and # GSL-0110 for gas and will supply Service for your residence or business address enrolled under this Agreement. Ambit is not an agent of your local distribution LDC ("LDC"). The words "we," "us" and "our" refer to Ambit, and the words "you" and "your" refer to the Customer. Please retain this Agreement for your records. By enrolling for service with Ambit, you agree to be bound by this Agreement and pay for the Service Ambit provides to you under this Agreement.

CONTACT INFORMATION

In the event of an emergency such as a power failure, a downed power line, or a natural gas leak, please call your Local Distribution Company.

AMBIT ENERGY

www.ambitenergy.com

P.O. Box 864589
Plano, TX 75086

Customer Service (877) 282-6248
Fax (877) 805-5606

Operating Hours:
Monday – Sunday 8:00 a.m. – 11:00 p.m. ET

PSE&G

(800) 436-PSEG (7734)

JCP&L

(888) 544-4877

ATLANTIC CITY ELECTRIC

(800) 833-7476

ROCKLAND ELECTRIC COMPANY

(877) 434-4100

NEW JERSEY BOARD OF PUBLIC UTILITIES

44 South Clinton Ave
Trenton, NJ 08625
(800) 624-0241

SERVICE TERM AND PRODUCT SELECTION: Ambit agrees to sell and you agree to buy the quantity of electricity and/or natural gas delivered to you, as measured or estimated by your LDC. The Term of this Agreement will become effective on the day your Service begins with Ambit, which coincides with your next available meter reading date after Ambit and your LDC processes your enrollment request. If you have selected a Fixed Rate, your Term will continue for the Initial Term outlined in your Contract Summary and any applicable Renewal Term. If you have selected a Variable Rate, your Term will continue month-to-month. The price of the product plan selected is stated in your Contract Summary and includes charges for Ambit Service. You also agree to pay applicable LDC charges, surcharges, and state and local taxes, which are not included in your Ambit Service rate.

You understand and acknowledge that product selection at enrollment is subject to Ambit approval, based on the premise type and/or service class that was previously assigned to your account by your LDC. If the information received from the LDC does not match the requested Ambit product, you agree that Ambit may switch the product type to match information received from the LDC if such a product is currently offered by Ambit, which may be at a different rate or term length. You will receive written notice of any replacement product's terms and conditions, and will have the ability to exercise your right of rescission as described below (See Rescission Period).

SERVICE PRICE

FIXED RATE: If you have selected a fixed rate, you will receive the fixed rate outlined in your Contract Summary for your Initial Term. After your Initial Term, you will receive a month-to-month Variable Rate. By entering into this Agreement, you are providing your affirmative consent to changes in the rate or pricing as a result of a Change in Law as required by NJAC 14:4-7.6(I).

WINTER BREAK SERVICE PLAN: You will receive a 50 percent discount off the Ambit energy supply charges for meter cycles beginning in November, December, January, and February (between November 1 and February 28). See the Winter Break Terms and Conditions for more details.

VARIABLE RATE: Variable rates are set in Ambit's discretion and may change from month-to-month at Ambit's discretion based on numerous factors, including, but not limited to, Ambit's assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle's pricing and balancing costs, customer retention or attrition, projected customer bill amounts, competitor pricing or "price to compare" and applicable pricing reset dates, and may include the following costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable renewable portfolio standards, and a profit margin determined in Ambit's discretion. **THE VARIABLE RATE MAY BE HIGHER OR LOWER THAN THE LDC'S SUPPLY RATE IN ANY GIVEN BILLING CYCLE. THERE IS NO LIMIT ON HOW MUCH YOUR RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT.**

If you have selected Ambit's Guaranteed Savings Plan ("GSP") you will receive month-to-month variable rate that confers a special benefit to you if you remain on the plan for twenty-four (24) consecutive monthly billing cycles (the "Minimum Stay Requirement"). If you fulfill the Minimum Stay Requirement you will receive at least 3% savings compared to LDC supply rate for the same period of twenty-four (24)

Ambit Northeast, LLC

New Jersey Service Area

Terms of Service

billing cycles ("Savings Guarantee"). If you cancel or otherwise do not fulfill the Minimum Stay Requirement, you will not be eligible to receive the Savings Guarantee. If you remain on this plan after your Minimum Stay Requirement, you will continue to be billed at a month-to-month variable rate and there will be no future guarantee of savings. You may always cancel or select a new product available at that time by contacting Ambit or logging onto your account management site at www.ambitenergy.com. The GSP calculation consists of comparing the applicable LDC's published supply rates to your Ambit supply rates for the same 24-month period ("LDC Calculation"), and subtracting from the LDC Calculation all applicable credits you have received, including but not limited to, Free Energy credits, courtesy credits, and LDC bill issuance credits to obtain your Savings Calculation. The Savings Calculation will be completed within three (3) months following the conclusion of the Minimum Stay Requirement, however, in some cases it may take longer. If the Savings Calculation indicates you are owed a refund to provide the Savings Guarantee, it will either be sent to you or applied to your account. Customers that are classified by their LDC as Res Heat do not qualify for GSP and the 3% savings guarantee based on the Res Heat LDC rates. If you decide to enroll in a GSP, you will receive an analysis based on a comparison to the LDC standard, non-heat residential rates.

CANCELLATION AND SWITCHING PROCEDURES: You or Ambit may cancel this Agreement at any time. If Ambit cancels the agreement, Ambit will provide you with thirty (30) days prior written notice, and if applicable, an opportunity to remedy the termination condition. To notify Ambit of the cancellation, contact Ambit using one of the methods referenced in the Contact Information section above. Cancellation will be effective on your next available meter reading date after Ambit and your LDC processes your cancellation request ("Cancellation Effective Date"). You agree to pay for the Service provided through your Cancellation Effective Date and may be subject to an early cancellation fee. Ambit reserves the right to cancel this Agreement (i) if your LDC is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your LDC and Ambit; (iii) if the LDC removes you from their consolidated billing program and requires that Ambit bill you separately for your energy supply; or (iv) your requested service location is not served by the LDC. If you are a residential customer, you may terminate this Agreement without penalty, provided that you give Company forty-eight (48) hours notice if you are terminating as a result of: (i) a relocation within or outside the LDC's franchise area, (ii) a disability that renders you unable to pay for the Services, and (iii) the death of the customer of record. There is no charge for starting or stopping electric generation service or gas supply service, however, please refer to your Contract Summary for any early termination fees that may apply.

RESCISSION PERIOD: If you are a residential customer, you may rescind this Agreement within seven (7) calendar days of receiving the LDC's confirmation notice by either calling your LDC or Ambit at (877) 282-6248 Monday - Sunday, 8:00 a.m. - 11:00 p.m. ET or by in writing to P.O. Box 864589, Plano, TX 75086. Please provide your name, address, phone number and statement that you are rescinding your Agreement under the seven (7) day Right of Rescission. This Agreement is not binding until the Rescission Period has expired without you affirmatively cancelling this Agreement.

CONTRACT RENEWAL: If you are on a Variable Rate, your Service will continue month-to-month. If you are on a Fixed Rate, you will receive notice prior to the end of your Initial Term. If you fail to take action to select a new product, after the Initial Term you will automatically continue Service on a month-to-month basis ("Renewal Term") at default Variable Rate product unless you select another Ambit product or supplier. You may renew online by logging on to your account management site at

www.ambitenergy.com, calling Customer Care at (877) 282-6248 or by faxing your request to renew your plan to (877) 805-5606. If renewing by fax, please state the product that you would like to renew, include your account number and sign the fax.

BILLING AND PAYMENT: Your LDC will continue to deliver your electricity and/or natural gas, read your meter, send your bill, and make necessary repairs. Your LDC monthly bill will include Ambit Service charges, as well as applicable LDC charges, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. You will continue to be responsible for all charges assessed by your LDC, including any applicable switching fees, service and delivery charges, late fees, other fees, or taxes specifically associated with services it provides during the term of this Agreement. Bills will continue to be based on actual or estimated meter readings. In the event the LDC is unable to read your electric meter, the LDC will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Ambit does not offer budget billing.

You will make payment directly to the LDC in accordance with the payment terms stated in the LDC's tariffs, unless it is necessary that Ambit bill you directly. You will pay each monthly bill in full in accordance with applicable tariffs or regulations or be subject to a late payment charge calculated in accordance with such tariffs or regulations. In the event of failure to remit payment when Ambit may terminate your contract. Prior to termination, we will give you at least thirty (30) days' written notice and a timetable to choose another TPS before defaulting to LDC basic generation service, and will give your LDC at least fifteen (15) days' notice. You may obtain additional information by calling the New Jersey Board of Public Utilities ("BPU") at (800) 624-0241 or by writing to 44 South Clinton Ave, Trenton, NJ 08625.

DEFAULT LDC SUPPLY SERVICE: You understand that you are not required to choose a competitive supplier, and may continue to have the LDC supply your electricity and/or natural gas.

TAXES AND LAWS: Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, shall be paid by you. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

ENERGY ASSISTANCE PROGRAMS: For Energy Assistance such as Low Income Home Energy Assistance Program (LIHEAP), call (800) 510-3102. For Temporary Relief for Utility Bills (TRUE), call (732) 389-2204. For the Universal Service Fund-Energy (USF) or Fresh Start, call (866) 240-1347. For Lifeline Program, call (800) 792-9745. For NJ Shares, please call (866) 657-4273 or visit www.njshares.org.

ELIGIBILITY: Ambit does not determine eligibility for pricing based on credit history, utility payment data or credit score. Ambit does not deny service based on a customer or applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.

INFORMATION RELEASE AUTHORIZATION: You acknowledge that your billing and payment information may be provided to Ambit from your Utility. This information includes, but is not limited to, your account number, meter reading data, rate class and energy usage. This may include your address(es) and telephone number, and your budget billing plan, payments, or payment arrangement preference. All authorizations provided by you will remain in effect for the Term and, if applicable, the Renewal Term of this Agreement. At any time, your authorization may be rescinded by you by contacting Ambit.

Ambit Northeast, LLC

New Jersey Service Area

Terms of Service

AGENCY: You appoint Ambit as its agent to acquire supply necessary to meet your energy needs, contract for and administer transportation, transmission and related services over interstate facilities and those of the Utility needed to deliver energy to your premises. These services are provided on an arm's-length basis, and market-based compensation is included in the price noted in this Agreement.

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.

DELAYS OR FAILURE TO EXERCISE RIGHTS: No partial performance, delay or failure on the part of Ambit 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.

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 are superseded by this Agreement.

ACCEPTANCE AND AMENDMENTS: This Agreement shall not become effective until accepted by Ambit. Ambit may terminate or amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to customer of such amendment at least thirty (30) days prior to the effective date thereof. Upon receipt of written notice of a material change, customer may terminate this Agreement prior to the date such change becomes effective without penalty. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

FORCE MAJEURE: The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the LDC or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

ASSIGNMENT: You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit. Ambit may, without your consent, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of Ambit; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit; and/or (d) transfer or assign this Agreement to a certified TPS. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, customer agrees that Ambit shall have no further obligations hereunder.

LIMITATIONS OF LIABILITY: Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither

party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit. There are no third-party beneficiaries to this Agreement.

REPRESENTATIONS AND WARRANTIES: The Service under this Agreement will meet the applicable LDC's standards and may be supplied from a variety of sources. Ambit makes no representations or warranties other than those expressly set forth in this Agreement, and Ambit expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

GOVERNING LAW: This Agreement shall be governed by, enforced and performed in accordance with the rules of NJ BPU. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which shall have a detrimental economic impact upon Ambit's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit shall have the right to change this Agreement with thirty (30) days' notice to the customer. Upon receipt of written notice of a material change, customer may terminate this Agreement prior to the date such change becomes effective without penalty.

DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

SUMMARY: Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Care department at (877) 282-6248. Customer can also contact Ambit in writing at P.O. Box 864589 Plano, TX 75086. Also, the customer dispute or complaint may be submitted by either party at any time to the BPU pursuant to its Complaint Handling Procedure. Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or as warranted by BPU decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.**

In the unlikely event that Ambit's Customer Care department or BPU is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

ARBITRATION AGREEMENT

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This Agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

Ambit Northeast, LLC

New Jersey Service Area

Terms of Service

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to “Ambit,” “you,” and “us” include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 6555 Sierra Drive, Irving, TX 75039. (“Notice Address”). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled.

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at (800) 778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit’s last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 (“the alternative payment”), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys’ fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration (“the attorney premium”).

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator’s ruling on the merits.

(5) The right to attorneys’ fees and expenses discussed in paragraph (4) supplements any right to attorneys’ fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys’ fees or costs. Although under some laws Ambit may have a right to an award of attorneys’ fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Ambit agree otherwise, 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. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.