



1-888-453-4427

Combined Residential/Small Business Customer Sales Agreement

DISCLOSURE STATEMENT– Natural Gas and/or Electric Generation Supply

Electricity Supply Price Structure	Variable _____ FIXED _____X_____
Natural Gas Supply Price Structure	Variable _____ FIXED _____X_____
Price	Natural Gas _____ Electric _____

You have been enrolled in the following Supply Services with Greenlight Energy:
Electric Generation Supply (EGS) ☐ and/or Natural Gas Supply (NGS) ☐

1. Background. This is an Agreement between you, the “Customer” and Greenlight Energy, to supply your home and/or business with all the Natural Gas and/or Electric Generation supply subject to the eligibility requirements of your Electric Distribution Company (“EDC”) and/or Natural Gas Distribution Company (“NGDC”) (“Agreement”). The Board of Public Utilities (“BPU”) has licensed Greenlight Energy to act as a Natural Gas Supplier (GSL-0149) and Electric Generation Supplier (ESL-0170). Greenlight Energy is a retail Natural Gas and Electric Generation Supplier and is not affiliated with your EDC or NGDC. The BPU does not regulate the price of Natural Gas and/or Electric Generation Supply or other charges found in this Agreement. Greenlight Energy sets the electric generation and natural gas commodity supply prices and charges that you pay. The BPU regulates distribution prices and services. The Federal Regulatory Commission regulates transmission prices and services. You will receive a single bill from your EDC & NGDC for both its charges and Greenlight Energy’s charges.

2. Definitions. Generation Charges: The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier.

Transmission Charges: The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply

PJM: A regional transmission organization (RTO) that coordinates the movement of wholesale Electric Generation Supply in all parts of 13 states and the District of Columbia.

Commodity charges—The charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (dekatherms)

NYMEX- New York Mercantile Exchange, is the world’s largest physical commodity futures exchange.

Natural Gas is traded on the NYMEX.

3. Right of Rescission. You may cancel any time before midnight of the third business day after receiving the disclosure statement. YOU MAY CONTACT GREENLIGHT ENERGY INC BY MAIL, PHONE, OR EMAIL USING THE CONTACT INFORMATION SET FORTH IN THE CONTACT INFORMATION SECTION OF THIS DISCLOSURE STATEMENT.

4. Contract Duration. If a Fixed Price Product is selected, this Agreement will continue for the number of months specified on your Contract Summary. If a Variable Price Product is selected, this Agreement will continue on a month-to-month basis until cancelled by either Customer or Greenlight. This Agreement shall commence as of the date the change of Customer's provider to Greenlight Energy is deemed effective by the EDC & NGDC. Start dates for Electric Generation Supply may become effective sooner than for Natural Gas supply service.

5. Pricing & Billing. The Price structure for your Agreement is stated on your Contract Summary.

If Fixed Price for Electricity and/or Natural Gas Supply is selected, you will be charged the fixed price stated on your Contract Summary for the Initial Term.

If Variable Price is selected for Electricity Supply, the price for electricity supply may vary from month to month as determined by Greenlight Energy in its sole discretion. The price for your first month of service is set forth on your Contract Summary. Thereafter, the Price will reflect the wholesale cost of electricity obtained from all sources within PJM (including energy, capacity, settlement, ancillaries), renewable energy certificates, related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Greenlight Energy's costs, expenses and margins. This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. Your price may be higher or lower than your utility's rate in any given month, and there is no guarantee of savings. The price may change each billing period, and there is no limit on how much the price of your electricity supply will change from one billing cycle to the next.

If Variable Price is selected for Natural Gas Supply, you will pay a price for natural gas supply that may vary from month to month as determined by Greenlight Energy in its sole discretion. The price for your first month of service is set forth on your Contract Summary. Thereafter, the price will be based on the wholesale price of natural gas as reflected in the NYMEX's monthly settlement rate, as well as the cost to deliver the supply to the utility's city gate, administrative and regulatory compliance costs, supply and agency functions, and other prevailing business considerations and market conditions, plus Greenlight's costs, expenses and margins. This price includes natural gas commodity charges and estimated Total State Taxes, but excludes applicable state and local Sales Tax. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. Your price may be higher or lower than your utility's rate in any given month, and there is no guarantee of savings. The price may change each billing period, and there is no limit on how much the price of your natural gas supply will change from one billing cycle to the next.

You may access future variable pricing information by visiting our website at www.gogreenlightenergy.com. You may obtain Greenlight's previous 24 months' average monthly billed electric and/or natural gas supply prices for your rate class and electric and/or natural gas utility service territory by calling Greenlight or by visiting www.gogreenlightenergy.com. Please be aware that historical pricing is not indicative of present or future pricing.

6. Renewal Provisions/Agreement Expiration/Change in Terms.

This Agreement automatically renews. Variable Price agreements automatically renew on month to month basis. For Fixed Price agreements, see the information below regarding the notices that you will receive regarding your renewal options.

Natural Gas Supply Service: If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

Electric Generation Supply Service: If you have a fixed duration contract that will be ending, or whenever Greenlight wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before change, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.

7. Information. Information about shopping for an electricity or natural gas supplier is available at <https://nj.gov/njpowerswitch/> or by calling the BPU at 800-624-0241 or visiting <https://www.state.nj.us/bpu/residential/>. The BPU's address is: 44 S. Clinton Ave Trenton, NJ 08625

8. Emergency Service. In case of an emergency, or if you experience service-related problems, you should contact your utility.

9. Dispute Resolution. If you have a question or concern regarding your terms of service, you may contact Greenlight Energy in writing at 310 New York Ave. Huntington, NY 11743, or by telephone at 888-453-4427. Greenlight Energy will refer all complaints to a representative in their customer service center who, in good faith, will use reasonable efforts to reach a mutually satisfactory solution. If you are still not satisfied, you may call BPU toll free at 800-282-8574 or write the BPU, New Jersey Board of Public Utilities, 44 S. Clinton Avenue Trenton, NJ 08625

10. Cancellation Procedures.

Customer and Greenlight may cancel this Agreement at any time upon 30 days prior notice. Common reasons for Greenlight to cancel service include: Non-payment: If your Natural Gas and/or Electric service is terminated by your EDC & NGDC, or if you move from the service address, then this agreement is cancelled on the date that your Electric or Natural Gas service is terminated. You will owe us for amounts unpaid for our charges for Electric and Natural Gas supplied up to the date of termination.

Company-initiated Cancellation: If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

Customer-initiated Cancellation: If you cancel this agreement at any time, you will owe us for amounts unpaid up to the date of cancellation.

Customer Move: If customer moves from their current address, this agreement is cancelled.

Customer can cancel in writing, orally, or electronically at any time by contacting Greenlight Energy. Our contact information is below.

For Variable and Fixed Price Products, there is no fee for cancelling your Greenlight service.

11. Natural Gas and/or Electric Generation Supply Quantity. The EDC & NGDC will determine all Natural Gas and/or Electric Generation Supply quantities supplied under this Agreement and all such amounts will be accepted as accurate and conclusive by both parties and shall constitute the amount of the sale.

12. Agency & Power of Attorney/Customer Information Release. You appoint Greenlight Energy as your agent and grant Greenlight Energy a power of attorney to act on your behalf in acquiring the supplies

necessary to meet your Natural Gas and/or Electric Generation Supply supplies needs, contracting for and administering transportation and related services over interstate facilities and any EDC and/or NGDC services necessary for delivery of Natural Gas and/or Electric Generation Supply supplies to your premises. Greenlight Energy provides these services to you at no additional charge, as they are already included in the price noted above. You authorize Greenlight to initiate service to the accounts listed in your confirmation letter (or in any addendum), to begin your enrollment, and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility, so that Greenlight can start and continue its service to you. Greenlight reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information. Greenlight will maintain the confidentiality of the customer's personal information including name, address, phone number, usage and payment history as required by applicable Commission regulations and Federal and State laws.

13. Invoicing and Payment. Greenlight Energy's electricity and/or natural gas supply charges will appear on your monthly EDC and/or NGDC invoice. You will continue to pay your EDC & NGDC's for the total invoiced amount, including Greenlight's charges. NO PAYMENTS WILL BE MADE TO GREENLIGHT ENERGY.

14. Title. All Natural Gas and/or Electric Generation Supply sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be a location determined by Greenlight Energy, and shall constitute the point at which, upon delivery thereto, the sale occurs and title passes from Greenlight Energy to you.

15. Liability. The remedy in any claim or suit by Customer against Greenlight Energy will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Greenlight 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. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement, or to construe the terms hereof shall be exclusively in the Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania.

17. ARBITRATION AGREEMENT, WAIVER OF RIGHT TO SUE IN COURT, AND WAIVER OF CLASS ACTION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE PENNSYLVANIA LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS NATURAL GAS & ELECTRIC SUPPLY AGREEMENT THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MUST BE RESOLVED THROUGH FINAL, BINDING ARBITRATION AND WE MUTUALLY FOREGO THE RIGHT TO RESOLVE IT IN A COURT OF LAW. THIS APPLIES REGARDLESS OF WHETHER THE ISSUE, CLAIM OR DISPUTE INVOLVES A TORT, FRAUD, BREACH OF CONTRACT, MISREPRESENTATION, PRODUCT LIABILITY, NEGLIGENCE, AND VIOLATION OF A STATUTE OR ANY OTHER LEGAL THEORY. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING ANY ASPECT OF YOUR PARTICIPATION IN THIS NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT AND AUTHORIZATION TO SWITCH GAS SUPPLY SERVICE AND/OR ELECTRIC GENERATION SERVICE TO GREENLIGHT ENERGY WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT AND AUTHORIZATION TO SWITCH GAS SUPPLY SERVICE AND/OR ELECTRIC GENERATION SERVICE TO GREENLIGHT ENERGY. ALL

ARBITRATIONS SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. YOU ACKNOWLEDGE AND AGREE THAT THIS SPECIFICALLY PROHIBITS YOU FROM COMMENCING ARBITRATION OR ANY OTHER PROCEEDINGS AS A REPRESENTATIVE OF OTHERS OR JOINING IN ANY ARBITRATION OR ANY OTHER PROCEEDINGS BROUGHT BY ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT TO THE PUC.

18. Assignment. After providing you a 30 day notice, Greenlight 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 in accordance with the PUC rules and procedures, if any, governing such transactions. Customer may not assign this Agreement without Greenlight's prior consent.

19. Severance. If a court or regulatory agency of competent jurisdiction deems any provision of this Agreement to be invalid, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

20. No Warranties. Unless otherwise expressly set forth in this Agreement, Greenlight Energy provides no warranties, express, or implied, statutory, or otherwise and Greenlight Energy specifically disclaims any warranty of merchantability of fitness for a particular purpose.

21. Delay or Failure to Exercise Rights. No partial performance, delay or failure on the part of Greenlight 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.

22. Force Majeure and Other Circumstances. Greenlight Energy will make commercially reasonable efforts to provide Natural Gas and/or Electric Generation Supply hereunder but may result in interruptions in service. Greenlight Energy will not be liable for any such interruptions caused by a Force Majeure Event, and Greenlight Energy is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the EDC or NGDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Greenlight Energy's control.

23. Taxes and Laws. Except as provided in this Agreement or by law, all taxes, levies, assessments and fees of whatsoever kind, nature and description, due and payable with respect to the delivery of Natural Gas and/or Electric Generation Supply supplies under this Agreement, shall be paid or reimbursed by you except for federal, state or local taxes imposed on the net taxable income of Greenlight Energy. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having competent jurisdiction.

24. Entire Agreement. This Agreement, the attached Contract Summary, and the Enrollment Confirmation set 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.

25. Contact information. Customer may contact Greenlight Energy's Customer Service Center at 1-888-453-4427, Monday through Friday 9.00a.m. – 5.00 p.m. EST. Customer may write to Greenlight Energy at: 310 New York Ave. Huntington, NY 11743 or send an email to info@gogreenlightenergy.com