30 Wall Street, 8th Floor, New York, NY 10005
T: 1-866-360-1461 support@aapandg.com
www.aapandg.com

NJ – Variable Rate Electric Generation Supply Agreement and Disclosure Statement – v.10.23.26
All American Power and Gas NJ, LLC ("AAP&G"), _____[utility name],
_____[customer name],
_____[service address]

CONTRACT SUMMARY	
Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your electric supply from this Supplier.	All American Power and Gas NJ, LLC, 1-866-360-1461, support@aapandg.com,1715 Union Avenue, Hazlet, NJ 07730. www.aapandg.com. NJ BPU License No. ESL-0209. All American Power and Gas NJ, LLC is responsible for your electric energy supply. These charges will appear on your EDC's bill separate and apart from your EDC's charges for delivering your electricity.
Price Structure	This is a Variable Rate Agreement. A variable rate is a rate, per kilowatt hour, that may change on a monthly basis and may fluctuate based on weather patterns. The price each month shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by AAP&G's discretion, plus all applicable taxes, fees, charges or other assessments and AAP&G's costs, expenses and margins. There is no cap on the variable price.
Generation / Supply Price	The price for the first month of service will be $_____per kWh. Thereafter the price will vary based on the factors set forth above.
Historical Variable Rate, Last 3 months	From _____[month year] PSEG: _____, _____, _____ JCP&L: _____, _____, _____
Statement Regarding Savings	There are no guaranteed savings associated with this Agreement.
Amount of time required to change from TPS back to default service or another TPS	The estimated time frame that a customer may expect to be switched back to the EDC or another third party supplier is anywhere from one (1) to two (2) billing cycles.
Incentives	There are no incentives offered with this contract.
Right to Cancel/Rescind	Customers have (7) seven calendar days from the date of the EDC's confirmation notice to contact its EDC and cancel this contract.
Contract Start Date	The expected start date of this contract is within (1) one to (2) billing cycles, as determined by your EDC.
Contract Term / Length	This contract will continue on a month to month basis until terminated by either party
Cancellation / Early Termination Fees	None.
Renewal Terms	This Agreement will continue on a month to month basis until terminated by either party.
Distribution Company Information	Your EDC will continue to deliver the electricity and you will continue to pay the EDC for this service. In the event of an emergency or outage please call your EDC: Public Service Electric and Gas Co., 1-800-436-7734, www.pseg.com; JCPL, 1-888-544-4877, https://www.firstenergycorp.com/jersey_central_power_light.html, Atlantic City Electric, 1-800-833-7476, www.atlanticcityelectric.com

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_____[customer name]
_____[service address]

GENERAL TERMS & CONDITIONS

1. Agreement to Sell and Purchase Energy. This is an agreement between All American Power and Gas NJ, LLC ("AAP&G"), and the undersigned Customer ("Agreement"). The purpose of this document is to authorize a change in the Customer's Third Party Supplier ("TPS"). Subject to the terms and conditions of this Agreement, AAP&G agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by AAP&G, necessary to meet Customer's requirements based upon consumption data obtained by AAP&G or the delivery schedule of the Electric Distribution Company ("EDC"). AAP&G is licensed by the New Jersey Board of Public Utilities as a Third Party Supplier (License No. ESL-0209.) AAP&G is not affiliated with and does not represent the EDC. The EDC will continue to deliver the electricity supplied by AAP&G. Customer understands that switching to a Third Party Supplier ("TPS") is not mandatory, and the customer has the option of remaining with the EDC for basic electric supply.

2. Term, Renewal. This Agreement will start as of the date your enrollment with AAP&G is deemed effective by the EDC and shall continue on a month-to-month basis with a monthly variable rate until either party cancels the agreement. While receiving service on a month-to-month basis, either party may cancel or terminate this Agreement by providing thirty (30) days' advance written notice of termination to the other party. The Customer may notify AAP&G of its desire to cancel in writing to All American Power and Gas NJ, LLC, 30 Wall Street, 8th Floor, New York, NY 10005.

3. Pricing. This is a Variable Price Agreement. A variable rate is a rate, per kilowatt hour, that may change on a monthly basis and may fluctuate based on weather patterns. A fixed rate is a rate that is set at a fixed price, per kilowatt hour, that remains the same for your contract term/length. The price under this each month shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by AAP&G's discretion, plus all applicable taxes, fees, charges or other assessments and AAP&G's costs, expenses and margins. For pricing information, please visit www.aapandg.com. Historical prices are not indicative of future prices. AAP&G reserves the right to request a credit history on an applicant for service prior to offering service and to refuse service to anyone who does not meet AAP&G's credit standards. The price assigned during the initial term is subject to the Customer's account remaining current and in good standing. If the customer becomes delinquent in paying their electric bill, AAP&G reserves the right to cancel this agreement with thirty (30) days' notice.

4. Billing. Depending on the Customer's EDC, and contract, Customer may receive a single bill for both AAP&G's electricity supply charges and the EDC's charges for delivering the electricity, either from AAP&G or the EDC. Alternatively, the EDC and AAP&G may invoice Customer separately. If AAP&G Invoices Customer monthly for electricity supplied under this Agreement, as measured by the EDC, Customer will pay invoice in full within fifteen (15) days of the invoice date or be subject to a past due payment charge. AAP&G reserves the right to require security deposits from residential and commercial Customers that are billed directly by AAP&G. Billing cycle is at a minimum 25 days. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with Customer's local utility's billing policies.

Failure by a customer to make full payment of AAP&G charges due on any bill prepared by the EDC for AAP&G will be grounds for disconnection of Utility services in accordance with the New Jersey Administrative Code rules and the Board of Public Utilities ('BPU") regulations on the termination of service. A thirty- dollar ($30) fee will be charged for all returned payments. AAP&G does not offer budget billing for the generation supply portion of the bill.

5. Termination. Customers may cancel this Agreement upon 30 days' prior written notice to AAP&G. AAP&G may terminate this Agreement with thirty (30) days written notice. Common reasons for AAP&G to terminate the Agreement, include, but are not limited to, non-payment of AAP&G's charges for electricity supply, termination of the customer's electric service by the EDC, or failure of customer to provide a requested security deposit or comply with any other provisions of this Agreement, breaches any warranty or representation to AAP&G; makes an assignment for the benefit of creditors, files a petition or

otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors. AAP&G will notify Customer of its intent to terminate service at least thirty (30) days prior to the effective date of termination and, unless another competitive electricity supplier is chosen by Customer, Customer's electricity supply service will thereafter be provided by the EDC. There is no fee for terminating this Agreement.

6. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of AAP&G. AAP&G may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program and may assign this Agreement to another TPS or other entity as authorized by the BPU.

7. Information Release Authorization. Customer authorizes AAP&G to obtain and review the following information from the EDC: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies. At AAP&G's request, Customer will provide an authorization which grants AAP&G the authority to obtain Customer's current and historic electricity cost and usage data from the EDC, and other information specified in the authorization. Unless rescinded, this authorization shall be valid during the term or this Agreement. This information may be used by AAP&G 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. If AAP&G determines, prior to offering service or at any time during the term of this Agreement, that Customer's credit is unsatisfactory, AAP&G has the right to require Customer to make alternate payment or credit arrangements to ensure prompt payment of amounts owed or otherwise payable under this Agreement including, without limitation, the posting of an initial or subsequent security deposit or an increase in the amount of any deposit. Customer's execution of this Agreement shall constitute authorization for the release of this information to AAP&G. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to AAP&G or by calling AAP&G at 1-866-360-1461. AAP&G reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

8. Consumer Protections. The services provided by AAP&G to Customer are governed by the terms and conditions of this Agreement, the procedures approved by the New Jersey Board of Public Utilities ("BPU"), and other applicable law. In the event of non- payment of any charges owed to AAP&G, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the BPU. There is no charge for starting or stopping electric generation service, if done within the terms of this agreement. Residential customers may terminate the contract, with forty-eight (48) hours' notice without penalty, as the result of relocation within or outside the EDC's franchise area, disability that renders the customer of record unable to pay or death. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be reconciled subsequent to the final meter reading. Nothing contained in this Agreement shall constitute a waiver of any rights you may have under New Jersey or federal consumer protection laws. Customer may obtain additional information by contacting AAP&G at 1-866-360-1461 or the BPU at 800-624-0241, or by writing to the BPU at: New Jersey Board of Public Utilities 44 S. Clinton Ave. Trenton, New Jersey 08625, or at their website: http://www.state.nj.us/bpu/assistance/complaints/

9. Right of Rescission. You will receive a confirmation notice of your selection of AAP&G as your Third Party Supplier and residential Customers may rescind this Agreement within seven (7) calendar days from the date of the confirmation notice by contacting the EDC and rescinding the TPS selection or by contacting AAP&G at 1-866-360-1461 or in writing at All American Power and Gas NJ, LLC, 30 Wall Street, 8th Floor, New York, NY 10005. The contract for electric supply service shall not be legally binding upon the residential customer until the seven (7) day confirmation period has expired, and the customer has not directly or indirectly rescinded his or her selection. Customer is liable for all AAP&G charges, after the rescission period, until Customer returns to the EDC or goes to another supplier.

10. Agency. Electric: Customer hereby designates AAP&G as agent to: (a) arrange and administer contracts and service agreements between Customer and AAP&G and those entities including the ISO engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) schedule for the delivery of electricity to the Sales Point and the Customer's end- use premises. AAP&G as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. The Sales Points for the electricity will be a point at the ISO AAP&G load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

11. Addition or Deletion of account(s): At any time during the term of this Agreement, upon advance written notice to AAP&G, Customer may request to add accounts to be served pursuant to this Agreement at the Contract Price, or to delete accounts from service for no early termination fee, up to the point at which the contracted volumes remain constant and unchanged in aggregate. Account addition(s) that cause the add/delete band to be exceeded may be, at AAP&G's sole discretion, added at the Contract Price. If AAP&G does not offer to add such account addition(s) at the Contract Price, Customer and AAP&G may agree to a price for the additional volumes. Account deletion(s) in excess of the add/delete band may be, at AAP&G's sole discretion, deleted for no early termination charge for such deletion(s). If AAP&G does not offer to delete such account(s) for no early termination charge, Customer shall pay AAP&G for the liquidation value (Contract Price less current market price) of the associated quantity liquidated within fifteen (15) days of notice from AAP&G of such amount due. The timing of completion for any addition or deletion shall be determined by the enrollment/drop rules in effect for the applicable market.

12. Title. Customer and AAP&G agree that title to, control of, and risk of loss to the electricity supplied by AAP&G under this Agreement will transfer from AAP&G to Customer at the Delivery Point(s). Where applicable, Customer shall indemnify and defend AAP&G from all claims for any loss, damage, or injury to persons or property, including without limitation all consequential, incidentals, exemplary, or punitive damages arising from or relating to the distribution or consumption of electricity at and after the point at which the EDC delivers the electricity to Customer's facilities to which the Account(s) pertain.

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

14. Force Majeure. AAP&G will make commercially reasonable efforts to provide electricity hereunder but AAP&G does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of AAP&G ("Force Majeure Events") may result in interruptions in service. AAP&G will not be liable for any such interruptions caused by a Force Majeure Event, and AAP&G shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include extreme weather events, 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 (including, but not limited to, a facility outage on its electric facilities), changes in laws, rules, or regulations of any governmental authority or any other cause beyond AAP&G's control.

15. Liability. In no event will either AAP&G 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. Contact Information. Customer may contact AAP&G's Customer Service Center at 1-866-360-1461, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (hours subject to change). Customer may write to AAP&G at: All American Power and Gas NJ, LLC, 30 Wall Street, 8th Floor, New York, NY 10005. The BPU's Division of Consumer Assistance can be reached at 1-800-624-0241.

17. Dispute Resolution. Residential Customers: In the event of a billing dispute involving AAP&G's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact AAP&G by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the BPU pursuant to its Complaint Handling Procedures ("Procedures") or calling the BPU's Division of Consumer Assistance at 1-800-624-0241. Customer must pay the bill in full, except for the disputed amount, during the pendency of the dispute; such payment shall be refunded if warranted by the decision of BPU.

Commercial Customers: In the event of a billing dispute involving AAP&G's service, Customer should contact AAP&G's Customer Service Center as provided above. Customer must pay the undisputed amount of its bill in full during the pendency of the dispute. If the parties cannot resolve the dispute within forty-five (45) days, either party may avail itself of all remedies available under law or equity. The BPU will monitor inquiries and contacts from Non-Residential customers regarding TPS and an excessive number of confirmed complaints may result in AAP&G no longer being eligible to supply electricity in New Jersey. The BPU can be reached at the information provided above.

18. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement shall be New Jersey This Agreement shall be construed under, and shall be governed by, the laws of the state of New Jersey.

19. Taxes. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and

description due and payable with respect to service provided under this Agreement, other than taxes based on AAP&G's net income, shall be paid by Customer and Customer agrees to indemnify AAP&G and hold AAP&G harmless from and against any and all such taxes.

20. Regulatory Changes. 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. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which requires the change of any material term, condition or provision of this Agreement, AAP&G shall have the right to modify this Agreement to reflect such Regulatory Change by providing thirty (30) days' written notice of such modification to the Customer.

21. Emergency Service. The EDC will continue to respond to emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the EDC at Atlantic City Electric at 1-800-833-7476; Public Service Electric and Gas 1-800-436-7734; Jersey Central Power & Light 1-888-544-4877; New Jersey Natural Gas 1-800-427-5325. Customer should then call AAP&G at: 1-866-360-1461.

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

23. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and AAP&G have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

24. Renewable Energy Product. For customer's receiving a renewable energy product, the Company will ensure that the agreed upon percentage of Customer's electricity supply comes from regional renewable energy resources such as biomass, biogas, wind, solar, and hydro that have been certified as such by a state or regional renewal portfolio standards administrator. The information about the environmental characteristics is available on AAP&G's website at www.aapandg.com.

25. Signatory Affirmation. The individual enrolling on behalf of Customer affirms that he or she is authorized to make decisions regarding the account and voluntarily authorizes AAP&G to make the enrollment. Customer agrees to accept all notifications by email to the email address provided at time of enrollment, or subsequently provided to AAP&G.

26. Energy Consumption Information. (Commercial Customers only) Customer hereby agrees, upon request, to provide AAP&G with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as AAP&G may reasonably require to provide electric service pursuant to this Agreement. Customer's expected energy usage for the Accounts may change for several reasons including, without limitation, additional equipment going on-line, ramp- up in equipment use, equipment modifications, increasing operating hours, remodel or facilities, new construction, applications for new construction permits, participation in demand response programs, participation in special government electricity supply programs or on-site electric generation of any type or size. Customer shall provide AAP&G at least thirty (30) days advance notice whenever it believes that Customer's estimated monthly aggregate usage will materially change from Customer's historical monthly usage, weather normalized, and shall provide good faith estimates of such usage changes.

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