

TITAN GAS AND POWER
RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC AND NATURAL GAS
TERMS OF SERVICE (TOS) - NEW JERSEY MARKETS

This is an agreement for electric and/or natural gas generation service between Titan Gas, LLC dba Titan Gas and Power ("Titan" or "Titan Gas and Power") and you, for the service address(s) set forth in your disclosure statement ("Disclosure Statement") or Energy Service Agreement ("ESA"). Together, this Disclosure Statement, including the terms of service set forth herein, collectively describe your agreement to purchase electric and/or natural gas generation service from Titan Gas and Power ("Agreement"). This Terms of Service ("TOS") document details the procedures and terms of the Agreement and is generic with regards to specific pricing and contract terms. The Disclosure Statement and/or ESA provides such product offer details and required contract disclosures.

Titan Gas and Power is licensed by the New Jersey Board of Public Utilities as a Third-Party Supplier ("TPS") in New Jersey. Our electric license number is ESL-0222 and our natural gas license number is GSL-0196.

RIGHT TO RESCIND: You will receive notice from your local distribution utility ("LDU" or "Utility") confirming your selection of Titan Gas and Power as your third-party supplier for electricity and/or natural gas. Switching to a third-part supplier is not mandatory. You have the option of remaining with the Utility for basic generation service or basic gas supply service. You will have seven calendar days from the date of the Utility's confirmation notice to cancel your enrollment with Titan Gas and Power without fees or penalties. You may cancel within this seven-day period by contacting your Utility using the contact information provided in this Agreement and included in your EFL. This Agreement is not binding until the seven (7) day confirmation period has expired and you have not rescinded the supplier selection. Any cancellation after the seven (7) day period may be subject to the assessment of early termination fees as specified below in this Agreement.

PRICE PLANS: Your contract rate and Price Plan will be disclosed to you at the time of enrollment and confirmed in your Disclosure Statement. Titan Gas and Power's Price Plans are described below:

FIXED RATE PRICE PLAN: You will pay the fixed rate *per kilowatt-hour* and/or *per therm* as specified at the time of enrollment and confirmed in your Disclosure Statement or Energy Sales Agreement. You will be billed at the fixed rate for the number for billing cycles as specified by the term of your Agreement. You may also pay a monthly administrative fee (base fee), the amount of which, if applicable, is disclosed in your Disclosure Statement or Energy Sales Agreement.

100% - 200% RENEWABLE ELECTRICITY PLAN (FIXED TERM): For our renewable energy products, Titan Gas and Power purchases and retires Renewable Energy Certificates ("RECs") to offset 100% of your electricity usage. We guarantee our customer's electricity usage is offset with a direct investment in 100%-200% renewable energy from clean energy sources such as solar, wind, hydro, and/or biomass. Titan Gas and Power does not own any coal, oil, gas, or nuclear generation facilities. We are not the subsidiary of any company that owns coal, oil, gas or nuclear generation facilities.

100% -200% CARBON OFF-SET GAS PLAN (FIXED TERM): For our carbon off-set natural gas products, Titan Gas and Power will offset 100%-200% of the estimated amount of carbon dioxide (CO2) emissions caused by your annual natural gas usage through the use of any approved carbon offset technology including one or more of the following: 1. Purchase and retirement of Renewable Energy Credits ("RECs") from clean sources such as solar, wind, hydro, and/or biomass. 2. Purchase and retirement of Carbon Credits through reputable standards such as The Verified Carbon Standard (VCS), The Gold Standard, The Climate Action Reserve, and/or American Carbon Registry. This ensures that an estimated equivalent of 100%-200% of the carbon emissions caused by your natural gas usage is offset.

MONTHLY VARIABLE (Month-to-Month): You will pay a monthly variable plan whereby your supply rate may vary monthly according to market conditions. Customers with a variable-rate plan will receive energy at the current (variable), monthly energy-market price plus margin for a one (1)-month term that automatically renews each month on a continuing basis. This variable, month-to-month, energy-market price can fluctuate up or down at any time without notice. The variable rate for electricity shall be set each month at Titan's discretion and reflect the cost of electricity acquired by Titan from all sources (including energy, capacity, settlement, and ancillary costs) related transmission and distribution charges, renewable-energy compliance charges, and other market-related factors, plus all applicable taxes, fees, charges, or other assessments including Titan's costs, expenses, and margins. The underlying costs are a derivative of the PJM Energy Market, where no "price ceiling" exists. The monthly variable price will be communicated in the monthly invoice from the utility. The variable gas rate for natural gas will be based on then current market conditions which may include inventory, transportation costs, utility balancing charges, capacity, excess historical usage, risk assessment, and prior period adjustment. The natural gas rate is based monthly on the Transco Zone 6 N.Y. Market Index, plus margin, in cents, per therm. The natural gas price is based on current market conditions, which may include inventory, capacity, transportation, and excess historical-usage costs, as well as utility-balancing charges, risk assessments, and prior period-adjustments. Customer or Titan may cancel Variable-Rate Plan agreements any time without penalty or fee. There is no limit on how much the price may change from one billing cycle to the next.

Please note that Titan Gas and Power's supply prices include generation and transmission charges and Sales and Use Tax (SUT) only, and do not include other taxes or distribution charges from the Utility for the delivery of electricity or natural gas to your home or small business. If the SUT rate changes during the term of your Agreement, your contracted rate may change accordingly pursuant to the 'Change in Law' section of this Terms of Service Agreement.

Non-recurring fees as charged by the Utility include, but are not limited to, out of cycle meter readings, meter test fees, disconnection and reconnection fees, etc. You are responsible for payment to the Utility for these other charges relating to the delivery of electricity and/or natural gas to your residence or place of business.

LENGTH OF AGREEMENT (TERM): This Agreement shall become effective as of the enrollment date and shall commence on the first utility transfer date ("Effective Date") of the service address(s) as specified at the time of enrollment and continue for the duration of the specified term herein, unless terminated pursuant to the attached Agreement. This Agreement shall remain in effect until the latest date of the final meter read ("Termination Date") of said service address(s) specified herein unless otherwise agreed to by the Parties in writing.

RENEWAL: Following the term of your Agreement, service will continue for successive one (1) month periods on our variable Price Plan if no alternate option is selected prior to the expiration of the original term. If you are currently a Titan Gas and Power customer on a month-to-month

TITAN GAS AND POWER RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC AND NATURAL GAS TERMS OF SERVICE

variable plan and have selected a new Price Plan, the new plan will become effective within 24 hours of your renewed service request. If the new Price Plan becomes effective during the middle of your billing cycle, your next bill may be prorated.

If you have a fixed term agreement with Titan and it is approaching the expiration date, Titan will send you an advanced notice either in your bill or in separate mailings 45 days before the expiration date. If you select a new Price Plan prior to the expiration of your Agreement, your Price Plan will begin the day after the expiration of your Agreement.

CANCELLATION: You may be assessed an early termination fee if you cancel or terminate this Agreement prior to the end of the Term. If an early termination fee is applicable, the amount of the fee will be specified in your Sales Agreement.

Customer may cancel this Agreement without penalty any time before midnight of the seventh calendar day after the date of enrollment. After such rescission period, Customer may cancel this Agreement at any time by calling Titan Gas and Power at 1-888-355-6205, or by sending an email to Titan Gas and Power at CustomerCare@TitanGasAndPower.com, however you may be required to pay the early termination fee as specified above. You may also cancel this Agreement without penalty if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. If you request to cancel this Agreement, the cancellation may not take effect until the next actual meter read date following the date Titan Gas and Power notifies your Utility. You will be responsible for all payments due hereunder until the cancellation of electric and/or natural gas generation service is completed.

If for any reason Titan Gas and Power is no longer able to economically continue this Agreement, Titan Gas and Power may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of Titan Gas and Power if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Titan Gas and Power is or becomes untrue. If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the Utility until another provider of electric or natural gas generation service is designated or service is shut off by the Utility. Only the Utility may shut off your electric power or your natural gas.

TITAN'S RIGHT TO CANCEL AGREEMENT: This Agreement may be cancelled at the sole discretion of Titan Gas and Power if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Titan Gas and Power is or becomes untrue. If for any reason Titan Gas and Power is no longer able to economically continue this Agreement, Titan may terminate this Agreement at any time after complying with applicable regulations. Titan will provide you with thirty (30) days' notice of a termination. If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the LDU until another provider of electric or natural gas supply service is designated or service is shut off by the LDU. Only the LDU may disconnect your physical electric power or natural gas.

BILLING AND PAYMENT: You will receive one bill ("Utility Consolidated Billing" or "LDC Consolidated Billing") from the applicable utility which includes Titan Gas and Power's supply charges as well as the LDU's delivery charges. Depending on your Price Plan, you may receive two (2) separate bills ("Supplier Billing" or "Dual Billing"), one bill from Titan Gas and Power for your supply charges, and one bill from the LDU for the delivery charges. In both cases, Titan's fees will be reflected separately as itemized charges on your invoice. Your bill is subject to adjustment for any missed billing or computation errors, such as meter misreads. Your payment will be due to the LDU for Consolidated Billing, or to Titan Gas and Power for Supplier Billing, by the date specified on the invoice. Except as otherwise provided in this agreement or by law, all taxes of any kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. Titan Gas and Power does not offer budget billing for your electricity and/or natural gas supply charges.

CONVERSION TO DUAL BILLING FROM UTILITY CONSOLIDATED BILLING: If you receive one bill from the Utility, and at any time during your Agreement with Titan Gas and Power you become sixty (60) or more days delinquent in your payments to the Utility, you will automatically become ineligible for continued Consolidated Billing from the Utility for a period of twelve (12) months. If this occurs, Titan reserves the right to terminate this Agreement in accordance with these Terms of Service and such termination may result in early termination fees as specified herein. As an alternative to the termination of this Agreement, Titan Gas and Power may require a deposit from you or request advance payment of an amount up to the average historical consumption for the last three months. If a deposit is requested and is not paid, this Agreement will terminate and become ineffective as of the "Service End Date" as determined by the Utility and your meter read schedule.

FORMAT FOR INVOICES BILLED BY TITAN GAS AND POWER: If applicable, Titan Gas and Power will deliver monthly invoices to residential and small commercial customers in electronic format via email, to the email address specified at the time of enrollment or in the EFL, or to such other email address as you direct in writing. Upon written request, you may receive an invoice in paper format via US Mail at your designated billing address. For large commercial customers, Titan Gas and Power will deliver your invoices monthly in paper format via US Mail at your designated billing address.

PAST DUE FEES PAYMENTS AND PAYMENTS: Payments are past due if not received by stated due date on the invoice will be subject to a late payment penalty equal to 1.5% of the past due balance. A late payment penalty will not be applied to any balance to which it has already been applied. Titan Gas and Power will pass through to Customer all charges related to the collection of past due invoices, including, but not limited to, collection agency fees, and legal and court fees. A fee of \$30 per transaction will be assessed for if any payment method returned un-payable as a result of insufficient funds.

AUTOMATED PAYMENTS: Invoices billed directly from Titan Gas and Power to residential and small business customers may be required to be paid via automatic payment (debit card, bank draft or credit card). Payment will automatically be deducted from your account on the due date of the invoice. If you terminate the applicable debit authorization required for the fixed-rate agreement, your rate will be switched to a monthly variable rate based on then-current market conditions.

CREDIT: If Titan Gas and Power is ever required to bill you directly, Titan reserves the right to determine if Customer's credit standing is satisfactory for originating or continuing electricity and/or natural gas service under this Agreement. If Titan determines, in its sole reasonable discretion, that Customer's creditworthiness has become unsatisfactory, Titan may require Customer to provide collateral in the form of cash or other security in form and amount acceptable to Titan. Consistent with applicable law, Titan Gas and Power uses uniform income, deposit and credit requirements in determining whether to offer service to its Customers.

TITAN GAS AND POWER RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC AND NATURAL GAS TERMS OF SERVICE

DEPOSITS: Titan Gas and Power will not require a deposit which exceeds the greater of (i) the sum of the estimated billings for the next three months, or (ii) one-fourth of your estimated annual billing. Deposits will be held in separate interest-bearing accounts. We will remit to you interest earned on your deposit when it is returned to you or credited to your account. If a deposit is refunded within 30 days of the date of deposit, no interest payment will be paid. If Titan keeps the deposit for more than 30 days, payment of interest will be made retroactive to the date the deposit was received by Titan. The deposit will cease to draw interest on the date it is returned or credited to your account. Customer deposits held by Titan Gas and Power will be refunded to Customer as an invoice credit if no late payments have been applied to Customer's account after twelve (12) consecutive months.

NOTICES: All notices and correspondence to you will be delivered via electronic email if you have provided Titan Gas and Power with your email address. Mailed notices will be sent to your billing address or service address if there are issues with the billing address. Titan will send all product documentation, such as this Terms of Service, upon request.

CUSTOMER AUTHORIZATION: You authorize Titan Gas and Power to obtain historical consumption and billing and payment information from the EDC. This authorization will remain in effect during the Term and any renewal term of this Agreement. Acceptance of this Agreement is an authorization for the release of the information. If you have utilized an agent or broker to contract energy purchases from Titan Gas and Power, you authorize Titan to disclose to your agent or broker information pertaining to your electric and/or natural gas purchases.

CUSTOMER'S ELECTRONIC AUTHORIZATION: If you are enrolling or renewing electronically, you are consenting to all the required disclosure documents provided to you during the enrollment process, like the Energy Facts Label, Terms of Service, and Environmental Disclosure Label. You must have a valid email address and are obligated to keep Titan Gas and Power informed of any changes to your email address, or any changes or withdrawal of consent for the electronic retention of contracts or other customer information.

DISPUTE RESOLUTION: If Customer has unresolved issues, Customer must first contact the Utility or Titan Gas and Power to try to resolve the problem. We are required by law to investigate your inquiry and provide you with an oral or written response. Titan Gas and Power shall use good faith efforts to respond to and resolve all complaints promptly. If you are not satisfied with our response, you may contact the Board of Public Utilities at the following address to request an alternate dispute resolution procedure or to file a formal complaint: New Jersey Board of Utilities, Two Gateway Center, Suite 801, Newark, New Jersey, 07102. Toll Free: 1-800-624-0241

GOVERNING LAW: This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Texas and venue shall be in Harris County, Texas. The provisions of the Uniform Commercial Code (UCC) shall apply to this Agreement, and electricity and/or natural gas shall be a "good" for purposes of the UCC.

AMENDMENTS: Titan Gas and Power may 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. Titan will supply Customer with a current version of this document annually and upon request.

ASSIGNMENT: This Agreement shall be binding upon and inure to the benefit of and may be performed by the successors and permitted assigns of the Parties except that no assignment, pledge or other transfer of this Agreement by either Party shall operate to release the assignor, pledgor, or transferor of any of its obligations under this Agreement. Notwithstanding any other provision of this Agreement, you agree that Titan Gas and Power shall have the right to pledge this Agreement to its bank or other lending institution(s) and to assign this Agreement, together with all rights and obligations hereunder, to Company's electricity and/or natural gas supplier, or such supplier's designee. Titan will inform customer 30 days prior to any assignment of the account. Nothing in this provision shall deny Titan or Customer of any benefits obtained, or relieve them of any obligations, duties, and responsibilities incurred, prior to any assignment under this provision.

LIMITATION OF LIABILITY: Customer will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power and/or natural gas after receipt at the delivery point or points. TITAN GAS AND POWER WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

WARRANTIES: TITAN GAS AND POWER MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC AND/OR NATURAL GAS GENERATION SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

FORCE MAJEURE: If either Party is rendered unable by Force Majeure to carry out, in whole or in part, its obligations under this Agreement and such Party gives notice and full details of the event to the other Party as soon as practicable after the event, then during the period of such Force Majeure, but no longer period, the obligations of the Party affected by the event (other than the obligation to make payments, then due or becoming due with respect to performance prior to the event) shall be excused to the extent required. The Party affected by the Force Majeure shall take all reasonable steps to remedy the effect of the Force Majeure event. Force Majeure shall mean any act or event that is beyond the reasonable control, and without the fault or negligence of, the Party whose performance under the Agreement is adversely affected, interrupted, or precluded by the event, including, without limitation, acts of God, strikes, lockouts or other industrial disputes or disturbances, acts of the public enemy, wars, terrorist acts, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, hurricanes, storms, and warnings for any of the foregoing which may necessitate the precautionary shut-down of distribution systems, natural gas facilities or other related facilities, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, sabotage, breakage or accidents to equipment,

TITAN GAS AND POWER RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC AND NATURAL GAS TERMS OF SERVICE

plants, facilities or transmission pipelines, the making of repairs or alterations to pipelines, plants, or equipment, inability to secure labor or materials, natural gas shortages, necessity for compliance with any court order, or any law, statute, ordinance, regulation or order promulgated by a governmental authority having or asserting jurisdiction, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations and any other causes, whether of the kind enumerated herein or otherwise, not reasonably within the control of the Party claiming suspension. The term "Force Majeure" shall also include any event of Force Majeure occurring with respect to the facilities or services of Company's service providers providing a service or providing any equipment, goods, supplies or other items necessary to the performance of such Party's obligations, and shall also include curtailment or interruption of deliveries or services by such third parties as a result of an event of Force Majeure hereunder.

CONTACT INFORMATION: For questions concerning your rate, service initiation, or service cancellation, please contact Titan Gas and Power using the contact information below:

TITAN GAS AND POWER

3355 W. Alabama, Suite 500, Houston, TX 77098

Toll Free: 1-888-355-6205 | CustomerConcerns@TitanGasAndPower.com

Hours of Operation: M-F, 8:00 a.m. to 7:00 p.m. Eastern Standard Time

In the event of a power outage or if you are transitioned to the provider of last resort (POLR), please contact your Utility, available using the contact information below:

Electric Distribution Company & POLR:

Public Service Electric and Gas	(800) 436-7734
Jersey Central Power and Light (JCPL)	(800) 662-3115
Atlantic City Electric (ACE)	(800) 833-7476
Orange & Rockland	(877) 434-4100

In the event of a natural gas emergency or if you smell gas or suspect there is a gas leak, Customer should leave the premises immediately and contact the local Utility at:

Natural Gas Distribution Company:

Public Service Electric and Gas	(800) 436-7734
South Jersey Gas	(800) 582-7060
New Jersey Natural Gas (NJNG)	(800) 221-0051
Elizabethtown Gas	(800) 492-4009

New Jersey Board of Public Utilities:

New Jersey Board of Public Utilities
Division of Customer Assistance
44 South Clinton Ave, 9th Floor
PO Box 350
Trenton, NJ 08625-0350

Board of Public Utilities' Customer Assistance helpline: (800) 624-0241