

CUSTOMER DISCLOSURE STATEMENT

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| <p>Third Party Supplier Information By entering into this contract, you are agreeing to purchase your electric supply from this Supplier.</p> | <p>SunSea Energy NJ, LLC, (844) 277-7517, www.sunseaenergy.com, Customercare@sunseaenergy.com, 1930 Marlton Pike East Suite N73, Cherry Hill, NJ 08003 and BPU license# ESL-0217. SunSea Energy 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.</p> |
| <p>Price Structure</p> | <p>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 SunSea Energy's discretion, plus all applicable taxes, fees, charges or other assessments and SunSea Energy's costs, expenses and margins. There is no cap on the variable price.</p> |
| <p>Generation / Supply Price</p> | <p>The price for the first month of service will be \$_____per kWh. Thereafter the price will vary based on the factors set forth above.</p> |
| <p>Statement Regarding Savings</p> | <p>There are no guaranteed savings associated with this Agreement.</p> |
| <p>Amount of time required to change from TPS back to default service or to another TPS</p> | <p>The estimated time frame that a customer may expect to be switched back to the EDC or another third-party supplier within one (1) to two (2) billing cycles.</p> |
| <p>Incentives</p> | <p>There are no incentives offered with this contract.</p> |
| <p>Right to Cancel/Rescind</p> | <p>Customer has seven (7) calendar days from the confirmation notice to contact SunSea Energy and cancel this contract. SunSea Energy NJ can be reached at 1-844-277-7517 or customercare@sunseaenergy.com.</p> |
| <p>Contract Start Date</p> | <p>The expected start date of this contract is one (1) to two (2) billing cycles.</p> |
| <p>Contract Term/Length</p> | <p>This Agreement will continue on a month to month basis until terminated by either party.</p> |
| <p>Cancellation/Early Termination Fees</p> | <p>There is no early termination fee. Cancellation shall be effective on the date your electric utility switches your service back to the utility or to another EDC.</p> |
| <p>Renewable Terms</p> | <p>This Agreement will continue on a month to month basis until terminated by either party.</p> |
| <p>Distribution Company Information</p> | <p>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: Atlantic City Electric 1-800-833-7476 www.atlanticcityelectric.com JCPL 1-888-544-4877 www.firstenergycorp.com/jersey_central_power_light.html Orange & Rockland Utilities 1-877-434-4100 www.oru.com/en Public Service Electric and Gas Co.1-800-436-7734 www.pseg.com</p> |

GENERAL TERMS & CONDITIONS

AGREE TO SELL AND PURCHASE ENERGY. This is an agreement between SunSea Energy NJ, LLC ("SunSea Energy," "Company," and "We") and the undersigned Customer ("Agreement"). The purpose of this document is to authorize a change in the Customer's Third Party Supplier ("TPS") and to initiate service to the to the accounts set forth. Subject to the terms and conditions of this Agreement, SunSea Energy agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by SunSea Energy, necessary to meet Customer's requirements based upon consumption data obtained by SunSea Energy or the delivery schedule of the Electric Distribution Company ("EDC"). SunSea Energy is licensed by the New Jersey Board of Public Utilities ("BPU") as a Third Party Supplier (License No. ESL-0217). SunSea Energy is not affiliated with and does not represent the EDC. The EDC will continue to deliver the electricity supplied by SunSea Energy. Customer understands that switching to a Third Party Supplier ("TPS") is not mandatory, and the customer has the option of remaining with the Local Distribution Company ("LDC") for basic electric.

RESCISSION AND TERMINATION. You may rescind this Agreement within seven (7) calendar days of your signing (if executed in person), or your receipt of this Agreement (if enrolled via a telephonic or internet-based sale), whichever occurs first, by calling SunSea electric customer, you also may cancel this Agreement at any time for any reason by providing notice to SunSea Energy by calling SunSea Energy at (844) 277-7517 or emailing SunSea at customercare@sunseaenergy.com; provided, however, that you shall remain obligated to pay for all electric service provided to you prior to such cancellation. If you are a Fixed Rate customer, such cancellation shall be subject to one of the following early termination fees: (a) \$100, if at the time of cancellation 12 months or less remain in the term of your Agreement or (b) \$200, if at the time of cancellation more than 12 months remain in the term of your Agreement.

There is no early termination fee for Variable Rate customers. Cancellation shall be effective on the date your EDC switches your service back to the utility or to another energy service company (ESCO).

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 SunSea Energy's discretion, plus all applicable taxes, fees, charges or other assessments and SunSea Energy's costs, expenses and margins. For pricing information, please visit www.sunseaenergy.com. Historical prices are not indicative of future prices. SunSea Energy 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 SunSea Energy'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, Pure Energy reserves the right to cancel this agreement with thirty (30) days' notice.

TERM, RENEWALS.

This Variable Rate Agreement will start as of the date your enrollment with SunSea Energy 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 SunSea by telephone at (844) 277-7517, email at customercare@sunseaenergy.com, or mail at SunSea Energy, LLC, 1930 Marlton Pike East Suite N73, Cherry Hill, NJ 08003.

AGENCY – ELECTRICITY. You hereby designate SunSea Energy NJ, LLC as your agent for the purpose of arranging, contracting for, and administering transmission services, including those provided by your utility for the delivery of electricity. The Sales Point(s) for electricity will be at one or more points on the NYISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by SunSea Energy to assure service reliability. The Delivery Point(s) for electricity will be one or more points at which SunSea Energy, as your agent, has arranged for the delivery of electricity to you or to a third party (such as your utility) for your account. You will receive a single monthly bill from your utility that will include charges for the utility's delivery of electricity from the Delivery Point(s) to your meter(s), your purchase of electricity from SunSea Energy, and other applicable charges.

ENERGY PRODUCTS.

Renewable Energy Products: 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.

Standard Energy Products: Sunsea Energy products are sourced via a combination of renewable energy sources, hydropower, natural gas, nuclear, and/or coal. Renewable energy sources may include a variation of solar, wind, geothermal, and/or biomass that have been certified as such by a state or regional renewal portfolio standards administrator.

BILL PAYMENT, LATE PAYMENT FEES, AND TERMINATION. You will receive a single monthly bill from your EDU. Payment is due upon receipt of the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by SunSea Energy within 20 days of the date of the bill at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. If you fail to remit payment when due, SunSea Energy may, after providing you with thirty (30) days' written notice, terminate your electricity supply service and seek suspension of distribution service in accordance with the Home Energy Fair Practices Act ("HEPFA"); provided, however, that you will still remain obligated to pay for all electricity sold to you prior to such cancellation.

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.

PARTIES BOUND. This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and SunSea Energy 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.

INFORMATION RELEASE AUTHORIZATION Customer authorizes SunSea Energy 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 SunSea Energy's request, Customer will provide an authorization which grants SunSea Energy the authority to obtain Customer's current 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 of this Agreement. This information may be used by SunSea Energy 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 SunSea Energy determines, prior to offering service or at any time during the term of this Agreement, that Customer's credit is unsatisfactory, SunSea Energy 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 SunSea Energy. 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 SunSea Energy or by calling SunSea Energy at 1-844-277-7517. SunSea Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

TITLE, RISK OF LOSS, ETC. Buyer and SunSea Energy agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from SunSea Energy to Buyer at the Sales Point(s).

CONTACT INFORMATION. Customer may contact SunSea Energy's Customer Service Center at 844-277-7517, Monday through Friday 9:00 a.m. – 5:00 p.m. ET (hours subject to change). Customer may write to SunSea Energy at: SunSea Energy NJ LLC, 1930 Marlton Pike East Suite N73, Cherry Hill, NJ 08003. The BPU's Division of Consumer Assistance can be reached at 1-800-624-0241

CONSUMER PROTECTIONS AND DISPUTE RESOLUTION. The services provided by SunSea Energy NJ, LLC 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. SunSea Energy will provide at least thirty (30) days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to SunSea Energy, 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, if done within the terms of this agreement. 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 SunSea Energy at (844) 277-7517 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 through its website at: <http://www.state.nj.us/bpu/assistance/complaints/inquiry.html>

LIMITATION OF LIABILITY. NEITHER BUYER NOR SUNSEA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT.

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

FORCE MAJEURE. Neither Buyer nor SunSea Energy will be liable for a breach of this Agreement if such breach is due to a Force Majeure Event. A Force Majeure Event means a material, unavoidable occurrence beyond a party's control, including fire, acts of God or public enemy, government restraint or order, an extraordinary weather event, labor strike, lockout or industrial disturbance, act of terrorism, war, flood, explosion, the unavailability for any reason of local, intrastate, or interstate electric transportation systems, and other events that cannot be prevented or overcome by the ordinary due diligence of the affected party. A Force Majeure Event does not include an inability to pay any amount owing pursuant to this Agreement.

NO WARRANTIES. SUNSEA ENERGY NJ MAKES NO WARRANTIES, AFFIRMATIONS OF FACT OR PROMISES, EXPRESSED OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH NEW JERSEY STATE LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAWS. 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") that impacts the any term, condition or provision of this Agreement, including but not limited to price, SunSea Energy shall have the right to modify this Agreement to reflect such Regulatory Change by providing you with 30 days' written notice of such modification, and the customers expressed consent if solicited door to door. A fixed rate may be modified due to a subsequent change in law.

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.

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 SunSea Energy's net income, shall be paid by Customer and Customer agrees to indemnify SunSea Energy and hold SunSea Energy harmless from and against any and all such taxes. If you are tax exempt, you must furnish SunSea Energy an exemption certificate before your service commences.

MISCELLANEOUS. You may not assign this Agreement without SunSea Energy's prior written consent. This Agreement will inure to and be binding upon the successors and assignees of the parties. This Agreement can only be amended by a writing signed by all the parties hereto including price changes if solicited door to door. This Agreement is the entire understanding between Buyer and SunSea Energy with respect to the subject matter hereof and there are no promises, covenants or undertakings other than those expressly set forth in this Agreement. SunSea Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds thereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company, or other entity in accordance with the Public Service Commission's rules and procedures, if any, governing such transactions.

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 SunSea Energy 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 SunSea

Energy.

ENERGY CONSUMPTION INFORMATION. (Commercial Customers only) Customer hereby agrees, upon request, to provide SunSea Energy with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as SunSea Energy may reasonably require to provide electricity supply 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 SunSea Energy 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.

EMERGENCIES. Your EDC will continue to deliver the electricity supply and you will continue to pay the EDC for this service.

In the event of an emergency or outage please call your EDC:

Atlantic City Electric 1-800-833-7476 www.atlanticcityelectric.com

JCPL 1-888-544-4877 www.firstenergycorp.com/jersey_central_power_light.html

Orange & Rockland Utilities 1-877-434-4100 www.oru.com/en

Public Service Electric and Gas Co. 1-800-436-7734 www.pseg.com