



Sperian Energy Corp
NJBPULicense No. ESL-1026
New Jersey Electric Service
Customer Terms and Conditions
v. 2.0

The following is your Terms of Service Agreement (“Agreement”) with Sperian Energy Corp, d/b/a/ (“Sperian Energy”) for the purchase of electricity and/or natural gas service for the plan you selected, as specified in your enrollment materials. Your Welcome Kit (“Welcome Kit”) is hereby made an integral part of this Agreement.

Sperian Energy agrees to sell and Customer agrees to buy the quantity of electricity and/or gas delivered to you, as measured or estimated by your Electric Distribution Company. Sperian Energy is a Third Party Supplier (TPS) licensed by the New Jersey Board of Public Utilities (“NJBPUL”) and will supply electricity for your residence or business address enrolled under this Agreement. The words “we,” “us,” and “our” refer to Sperian Energy, and the words “you” and “your” refer to the Customer. Retain this Agreement and your Welcome Kit for your records.

Service Term: Depending on which plan you have selected, your service under this Agreement is provided under either a fixed term (“term”) product or a variable term (“month-to-month”) product, as specified in the Welcome Kit. The minimum term, if any, for the product you elected to enroll under is stated in the Welcome Kit.

If you are a new customer, your selected product will become effective on the day your service begins with Sperian Energy, which coincides with the date your meter is read by your Electric Distribution Company. Because this date is determined by your Electric Distribution Company, Sperian Energy is not able to commit to a specific date for the commencement of service. If you are currently a Sperian Energy customer and are switching to another product, your selected product will become effective within 24 hours of the request to switch to the new plan.

Fixed Rate and Super Saver Products shall commence for a one (1) year term (“Initial Term”). This Agreement shall automatically renew for successive one (1) month periods (the “Renewal Term”) at a market variable rate that is set by Sperian in its sole discretion, unless either party notifies the other party in writing of its intent to cancel, at least thirty (30) days prior to the next meter read date.

Pricing and Payment: Unless otherwise agreed to in writing or other authorized form of agreement, your rate will be the rate disclosed to you in your Welcome Kit and selected by you at the time of enrollment. Customers who choose a fixed term product have a fixed rate for the entire term and may be charged a fee for early termination. If you selected a variable rate plan, your initial rate will be shown in your Welcome Kit and thereafter rates are subject to change at the discretion of Sperian Energy, at any time. If

applicable, any additional fees from Sperian will also be shown on your bill. So long as utility consolidated billing is in effect, each billing period you will receive a single invoice from your Electric Distribution Company that includes both the Electric Distribution Company and TPS charges, including generation supply, distribution and transmission charges, surcharges, and state and local taxes. The rate quoted in your Welcome Kit includes New Jersey Sales and Use Tax. You are responsible for this and any and all additional taxes (whether passed through to you on the Electric Distribution Company’s bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and all Electric Distribution Company’s charges for delivery and distribution services.

Sperian reserves the option to modify any plan in the event of a Material Adverse Change. A Material Adverse Change is defined as a market or regulatory event beyond Sperian’s control, which would cause a material negative effect on Sperian’s ability to perform its obligations under this Agreement. In the case of a Material Adverse Change event, Sperian will comply with all applicable rules requiring notice in advance of any change. If you do not agree with Sperian’s proposed revised terms following the Material Adverse Change, you may cancel your term Agreement without penalty.

Sperian Energy Promotions: All promotions associated with Sperian Energy enrollment rate plans are subject to the terms and conditions listed on the customer’s Welcome Letter which is included in the Welcome Kit.

Rescission Period for Residential and Small Commercial Customers: If you are a residential or small commercial customer, you may rescind this agreement within seven (7) calendar days of receiving your confirmation notice from your Electric Distribution Company. To rescind this Agreement within that seven (7) day period, you may contact your Electric Distribution Company and/or Sperian directly. This Agreement shall not be legally binding upon residential or small commercial customers until the seven-day rescission period has expired, and the customer has not, directly or indirectly, rescinded his or her selection.

Cancellation and Switching Procedures: Customer or Sperian may cancel a month-to-month variable rate Agreement, for reasons other than non-payment, at any time, by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. If customer enrolled under a fixed-rate, or any other term product, you agree to remain a customer of Sperian Energy until the term expires. In the case you choose to leave Sperian Energy’s service while under term contract and past the seven (7) day rescission period, you will be charged the early termination fee set forth in your Welcome Letter. All drop and switch proceedings must go through your Electric Distribution Company and/or Sperian directly. When you cancel services, you agree to pay for the services provided by Sperian Energy through the date you are switched to another provider or returned to the Electric



Distribution Company for service. For residential or small commercial customers, there is no additional charge for starting or stopping electric generation service, if done within the terms of this Agreement.

Sperian Energy reserves the right to cancel this agreement (i) if your Electric Distribution Company is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your Electric Distribution Company and Sperian Energy Services; or (iii) if the Electric Distribution Company removes you from their consolidated billing program and requires that Sperian Energy bill you separately for your electricity supply. If this occurs, we will notify both you and your Electric Distribution Company of the cancellation of this Agreement at least thirty (30) days prior to the effective date of cancellation and provide you with an opportunity to remedy the termination condition; provided, Sperian Energy may terminate the Agreement regardless of whether the customer remedies the condition that triggered the termination notice. It may take up to sixty days for Customer's account(s) to be returned to the Electric Distribution Company depending on the Electric Distribution Company's cancellation procedures.

Customer may cancel a fixed Agreement with Sperian Energy within 48 hours' notice without penalty, if (1) Sperian Energy notifies you of a Material Adverse Change and proposes revisions to the Terms of Service and you elect to reject the proposed revisions, (2) you move to another service location and provide evidence that you are moving, along with a forwarding address, or (3) a disability and/or death renders you unable to pay for service. You will be responsible for all Sperian Energy charges until such time your service is moved to another provider.

A final bill will be rendered after the final scheduled meter reading, or if access is unavailable, an estimate of consumption will be used in the final bill, which may be trued up subsequent to the final meter reading.

Information Release Authorization: Customer acknowledges that customer billing and payment information may be provided to Sperian Energy by your Electric Distribution Company. This information includes, but is not limited to, Customer's account number, meter reading data, rate class and energy usage. This may include Customer's address(es) and telephone number, and Customer's budget billing plan or payment arrangement preference.

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.

Dispute Resolution: In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact Sperian in writing at 2605 Camino Del Rio S. San Diego, CA 92108 or by telephone at (888) 682-8082. The dispute or complaint relating to a customer account may be submitted by either party at any time to the NJBPU pursuant to its Complaint Handling Procedures. If after discussing your problem with Sperian Energy or the Electric Distribution Company you remain dissatisfied, you may request an alternate dispute resolution procedure or file an informal complaint with the NJBPU Division of Customer Assistance by phoning (800) 624-0241 or by writing to the following address: New Jersey Board of Public Utilities, Division of Customer Assistance, 44 South Clinton Ave, 9th Floor, PO Box 350, Trenton, NJ 08625-0350.

Billing and Payment: Customer will pay each invoice in full on the due date specified on the invoice in accordance with the Electric Distribution Company tariff for consolidated billing and all applicable late payment charges will apply, or within twenty (20) days of the invoice date for direct billing by Sperian or be subject to a late payment charge of the lesser of 1.5% per month or the highest charge permitted by law. Customer may receive a single bill for both commodity and delivery charges from either Sperian or the Electric Distribution Company, or each of the Electric Distribution Company and Sperian may invoice separately. Customer payments remitted under a consolidated bill shall be pro-rated in accordance with procedures approved by the NJBPU.

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 Sperian 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.

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 Customer's performance of its obligations under this Agreement, shall be paid by Customer. 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.

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 Sperian. Sperian reserves the right to cancel this Agreement upon failure of Customer to maintain satisfactory creditworthiness as determined by Sperian, or to meet minimum or maximum threshold consumption levels as determined by Sperian. Sperian may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing such notice to Customer of such amendment as is required by law prior to the effective date thereof.

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 Electric Distribution Company or any electric transmission system owner or operator. 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 your rights or obligations hereunder without the prior written consent of Sperian Energy. Sperian Energy 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 Sperian Energy; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Sperian Energy; and/or (d) transfer or assign this Agreement to any other 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 and upon any such assignment, Customer agrees that Sperian Energy 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 shall 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 Sperian Energy; provided, this waiver shall not apply to any rights Customer may have under New Jersey or Federal Consumer Protection laws. There are no third-party beneficiaries to this agreement.

Representations and Warranties: The electricity sold under this agreement will meet the applicable Electric Distribution Company's standards and may be supplied from a variety of sources. Sperian Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Sperian Energy expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

Governing Law: Venue for any lawsuit brought to enforce any term or condition contained herein shall be exclusively in the State of New Jersey. This Agreement shall be governed by, enforced and performed in accordance with the rules of the NJBPU.

Contact Information:

For questions concerning your rate, service initiation, or service cancellation, please contact Sperian Energy using the contact information below:

Sperian Energy Corp
2605 Camino Del Rio S.
San Diego, CA 92108
Customer Service (888)682-8082
Fax (800)256-6181
Operating Hours: M – F 9:00a.m. – 6 p.m. ET
www.sperianenergy.com

If you wish to contact the NJBPU, you may do so as follows:

New Jersey Board of Public Utilities
Division of Consumer Relations
44 South Clinton Ave, 9th Floor
PO Box 350
Trenton, NJ 08625-0350
Phone: 1-800-624-0241

In the event of a power outage or other electric service emergency, please call your Local Distribution Company:

PSE&G: (800) 436-7734
JCP&L: (888) 544-4877
Atlantic City Electric: (800) 833-7476
Rockland Electric Company: (877) 434-4100