

TERMS OF SERVICE

THIS STANDARD SERVICE AGREEMENT, together with the Customer's Welcome Letter and any and all Renewal Notice(s) (if applicable) (collectively, the "Agreement") constitute the Customer's entire agreement with North American Power and Gas, LLC ("NAP") and supersedes any oral or written statements made in connection with the Agreement or electricity supply. This Agreement will authorize North American Power to serve as the undersigned Customer's retail electricity supplier in the territories of the Electric Distribution Company ("EDC") for which NAPG is licensed, and as specified in the Welcome Letter. The services provided by NAP to the Customer are governed by the terms of this Agreement.

SERVICE: NAP will supply all of the electricity that the Customer needs for its home or business ("Electric Supply Service"). NAP is a retail supplier of electricity and is not affiliated with the Customer's EDC. The EDC will continue to deliver electricity to the Customer's home or business ("Distribution Service"), read the Customer's meter, bill the Customer, and make repairs. The EDC will also respond to emergencies and will remain the Customer's point of contact in the case of a power outage.

RATES: NAP offers fixed and variable rates for electricity. The Customer's Electric Supply Service with NAP will either be a fixed price or a variable price, which fluctuates monthly as set forth in the Customer's Welcome Letter and/or Renewal Notice(s).

FIXED PRICE: During any fixed price period, the Customer's rate will remain consistent with the rate provided in the Customer's Welcome Letter and/or Renewal Notice(s). The Customer's Welcome Letter contains the period of time the Customer will receive a fixed price. After the expiration of the fixed price term, Customer's account will automatically convert to a variable monthly price period. If Customer has a fixed price and terminates this agreement during any fixed price period, Early Termination Fees will apply in accordance with the provisions in the "Termination" section below.

VARIABLE PRICE: During any variable monthly priced period, the Customer's rate will fluctuate on a monthly basis, based on the market price of electricity, and will consist of the sum of a variable energy charge plus retail service charge and any applicable taxes. The rate may increase or decrease to reflect price changes in the wholesale power market, and is always subject to change at the discretion of NAP. The Customer agrees and understands that while on a variable rate plan any potential savings can fluctuate from month to month. The Customer's rate will be set forth in its Welcome Letter and/or options presented in any subsequent Renewal Notice(s). Customers on a variable priced plan may contact NAP at (888) 313-9086 or visit our website at www.napower.com for NAP's most current rate information.

TERM: NAP will begin providing Electric Supply Service under this Agreement when the EDC switches the Customer's account to NAP. Electric service will begin upon the first meter reading following the date on which the EDC successfully changes the Customer's account to NAP. This process may take up to sixty (60) days. The Customer's Agreement will remain in effect until the Customer chooses to switch to another service provider and its EDC successfully changes the service.

FIXED PRICE TERM: The Customer's Welcome Letter and/or Renewal Notice(s) contains the period of time for which the Customer will receive a fixed price under this price plan. After the conclusion of the fixed price term the Customer's account will automatically convert to a variable monthly rate product. Customer will receive notification from NAP at least thirty (30) days prior to the expiration of any fixed price period. Customers who are currently on a fixed price plan will incur an Early Termination Fee, if they choose to discontinue service from NAP, in accordance with the "Termination" section below. Contact information for NAP and the EDC can be found below under the "Contact Information" section.

VARIABLE PRICE TERM: The Customer's Welcome Letter and/or Renewal Notice(s) contains the period of time for which the Customer will receive the variable price term. Under this variable price plan, this Agreement is a month-

to-month contract and will terminate when the Customer notifies NAP or the Customer's EDC that the Customer no longer wishes to take electric generation service from NAP. Customers who are currently on a variable price plan will not incur an Early Termination Fee if they choose to discontinue service from NAP, in accordance with the "Termination" section below. Contact information for NAP and the EDC can be found below under the "Contact Information" section.

BILLING AND PAYMENTS: The Customer will still receive one monthly bill from its EDC for the Electric Supply Service provided by NAP and the Distribution Service provided by its EDC. The Customer will continue to pay its EDC directly on the due date as established by the Customer's EDC. The Customer should direct any questions regarding the bill to its EDC. See "Contact Information" below for EDC contact information. If the EDC is unable to read the Customer meter, the EDC will estimate usage and charges will be calculated accordingly and adjusted on a future bill. Supply to the Customer under this Agreement is conditioned on the EDC accepting NAP's enrollment of the Customer account for consolidated billing by the EDC. If the Customer is not eligible for consolidated billing, the Customer is required to remedy that restriction with the EDC before NAP can serve such Customer. Should the EDC cease providing consolidated billing for the Customer account and/or commence billing us for any charges relating to the Customer, NAP will bill the Customer and the Customer will pay NAP for all such charges. The Customer will no longer be eligible for consolidated billing by the EDC if there are any arrears for payment for one hundred twenty days (120) or more days, at which point NAP reserves the right to terminate this Agreement and may charge a termination fee of ten dollars (\$10.00) per month for each month remaining on the term if the customer is using a fixed rate product. The Customer will be billed additional charges from the EDC consistent with its filed tariffs, including but not limited to taxes and charges to transmit and distribute the electricity to the Customer's home. The Customer is responsible for paying any new or increased taxes, fees or other charges imposed on NAP or the Customer regarding transmission or distribution of the electricity during the term of this Agreement. NAP will notify the Customer if any new or increased taxes, fees or other charges are imposed. NAP reserves the right to change billing methods, at any time and at NAP's sole and absolute discretion. If You dispute a bill, You shall notify NAP in writing or by telephone. An unresolved dispute may be submitted for review by the local small claims court, or pursuant to the rules, regulations and procedures of the American Arbitration Association. If Customer is claiming any tax exemption, Customer must provide NAP with written documentation of Customer's tax exemption prior to commencement of service to Customer under this Agreement.

LATE OR INSUFFICIENT PAYMENT: When the EDC issues the Customer a consolidated bill, all invoiced balances not paid in full by the due date are subject to the EDC's late payment policies and procedures. If NAP directly invoices the Customer, the Customer is required to pay NAP invoices within twenty (20) days from the invoice date and NAP reserves the right to charge the Customer interest for any past due invoice amount, at 1.5% per month, or the highest amount permissible under applicable law, whichever is more. In addition, the Customer agrees to pay NAP its costs incurred in collecting amounts owed us, including but not limited to reasonable attorney's fees and returned check charges of at least \$20 plus any applicable bank fees or the maximum fee allowed by law whichever is greater. You can pay Your bill by mailing it to North American Power, 20 Glover Avenue, Norwalk, CT 06850. If the Customer makes a payment for an amount less than the total amount due, NAP has the right to accept such payment without prejudice to any other rights or remedies that it may have against the Customer. In any case, NAP may apply it to the Customer account(s) as a partial payment.

EMERGENCY: In the event of an emergency such as a power outage, the Customer should call its EDC. See "Contact Information" below for the EDCs' emergency numbers.

CUSTOMER INFORMATION AND RELEASE: The Customer agrees to allow its EDC to release certain information to NAP that will be needed to provide electric supply to the Customer. This may include, but is not limited to, account number, billing address, service address Customer historical and future usage, payment history, rate classification and credit information. Customer authorizes

NAP to release such information to third parties, affiliates and subcontractors that need to know such information in connection with Customer's electric generation service. These authorizations will remain in effect as long as this Agreement remains in effect. Customer may rescind these authorizations at any time by either calling or providing written notice to NAP. NAP reserves the right to reject Customer's enrollment or terminate this Agreement in the event these authorizations are rescinded, Customer fails to meet or maintain satisfactory credit standing as determined by us, or Customer fails to meet minimum or maximum threshold consumption levels as determined by us. If Customer fails to remit payment in a timely fashion, NAP may report the delinquency to a credit reporting agency.

CUSTOMER COMPLAINTS AND DISPUTE: If the Customer has any questions or concerns regarding this Agreement or the electric supply provided by NAP, they should call NAP's customer service at (888) 313-9086. If the Customer is not satisfied with NAP's attempt to resolve the issue, the Customer may seek assistance from the New Jersey Board of Public Utilities ("BPU") or request information from the BPU regarding consumer protection rights under this Agreement. See "Contact Information" below for the BPU's contact information. If You dispute a bill, You shall notify NAP in writing or by telephone. An unresolved dispute may be submitted for review by the local small claims court, or pursuant to the rules, regulations and procedures of the American Arbitration Association

TERMINATION: The Customer shall be obligated to pay for the electricity provided by NAP according to this Agreement prior to the effective date of any termination. The Customer may terminate this Agreement by written notification to NAP at least thirty (30) days prior to the intended termination date. The termination will not become effective until the Customer's EDC successfully switches the Customer to the new service provider of the Customer's choice. Until that occurs, the Customer's obligations under this Agreement remain in full force and effect.

If the Customer signed up for a fixed price product and the term for the fixed price product has not expired, the Customer may terminate this Agreement at its convenience by giving NAP at least thirty (30) days' prior written notice. However, Customers with a fixed price product will be charged an early termination fee of ten dollars (\$10.00) per month for each month remaining on the term of the fixed price. There is no termination fee if termination takes place while the customer is using a variable priced product. The delivery of electricity to Customer cannot be terminated or interrupted by the EDC as a result of any dispute between NAP and the Customer but may be terminated by the EDC for nonpayment of EDC charges in accordance with applicable law. If the EDC purchases the right to receive Customer's payments under this Agreement, Customer's payment obligations may become EDC charges for purposes of termination of service.

RENEWAL: Unless terminated by NAP or the Customer as provided in the "Termination" section above, this Agreement will automatically renew on a month-to-month basis at NAP's then current Variable Monthly Price.

RESCISSION: Customer will receive a confirmation notice from its EDC confirming the selection of NAP as its electric power supplier. Customer has the right to rescind this Agreement within seven (7) business days after the date on which the Customer receives the confirmation notice. This Agreement is not binding until the seven (7) day rescission period has expired and Customer has not affirmatively canceled this Agreement. To rescind this Agreement, please call (888) 313-9086 or email us at customer@napower.com. Customer may also rescind this Agreement by contacting its EDC using the contact information provided below.

NET METERING: If Customer currently owns or plans to install during the term of this Agreement eligible renewable electrical generating facilities generating Class 1 renewable energy as defined in N.J.A.C 14.8-1.2 to supply all or part of Customer's electricity usage and such generating facility is or will be net metered by Customer's EDC, Customer will notify NAP of a specific date on which to balance Customer's account with the energy produced against the energy used. If Customer does not notify NAP, NAP will select a balancing date on Customer's behalf.

RESIDENTIAL CUSTOMER RIGHTS: In the event that a residential Customer (a) relocates, (b) becomes disabled and is unable to pay for electric supply service, or (c) dies, this Agreement may be canceled with forty-eight (48) hours' prior notice to NAP. If Customer cancels this Agreement, Customer is responsible to pay NAP through the date of the switch to another supplier or return to the EDC for electric supply service. Switching to a third party supplier is not mandatory and the customer has the option of remaining with the EDC for basic electricity generation supply service. The Customer is responsible for cancelling any agreements with any other electric supplier from whom the Customer is purchasing electricity as of the date of this Agreement. As a duly authorized account holder and being 18 years of age or older, Customer has read the entire Agreement and agree to be fully bound by this Agreement

NORTH AMERICAN POWER RIGHT TO CANCEL: NAP may cancel this Agreement for non-payment or any other breach of this Agreement with thirty (30) days' written notice to Customer. NAP may terminate this Agreement after thirty (30) days' written notice even if the breach is cured by Customer. NAP reserves the right to terminate this Agreement if the terms of this Agreement become materially uneconomical, if NAP is otherwise unable to continue this Agreement, or a change in law causes NAP to no longer have the ability to serve Customer, upon providing thirty (30) days' written notice to Customer. If NAP cancels this Agreement, Customer is responsible for all charges owed to NAP through the date that Customer is switched to another electric supplier or returned to the EDC for service including, but not limited to, any early termination fees, collection fees and/or attorney's fees. Cancellations will not be effective until the next regularly scheduled meter date following the date on which NAP gives notice to the EDC of the cancellation.

CONTACT INFORMATION:

North American Power (Electric Supplier License # ESL-0104) contact information:

Internet address: www.napower.com

Mailing address: North American Power, 20 Glover Avenue, Norwalk, CT, 06850, Attention: Customer Service Department

Customer Service Telephone Number: 1-888-313-9086

Customer Service Email: customer@napower.com

In the event of a power outage, a problem with Customer's electric meter or other service need, Customer should contact the EDC at the phone number listed below:

EDC	Customer Service	Emergency
Atlantic City Electric	1-800-642-3780	1-800-833-7476
Jersey Central Power & Light	1-800-622-3115	1-888-544-4877
Public Service Electric & Gas	1-800-880-7734	1-800-880-7734
Rockland Electric	1-877-434-4100	1-877-434-4100

The contact information for the BPU Division of Customer Assistance is as follows:

Internet address: www.bpu.state.nj.us/bpu/assistance/index.html

Telephone number: 1-800-624-0241

Fax Number: 609-777-3330

Mailing address:

New Jersey Board of Public Utilities

Division of Customer Assistance

44 South Clinton Avenue, 7th Floor

P.O. Box 350

Trenton, NJ 08625

FORCE MAJEURE: NAP WILL MAKE COMMERCIALY REASONABLE EFFORTS TO PROVIDE ELECTRIC SUPPLY SERVICE TO THE CUSTOMER, BUT DOES NOT GUARANTEE A CONTINUOUS SUPPLY OF ELECTRICITY. CERTAIN CAUSES AND EVENTS ARE NOT IN THE REASONABLE CONTROL OF NAP AND MAY RESULT IN INTERRUPTIONS IN SERVICE. NAP IS NOT RESPONSIBLE FOR TRANSMITTING OR DISTRIBUTING ELECTRICITY. NAP IS NOT LIABLE FOR DAMAGES CAUSED BY ACTS OF GOD, CHANGES IN LAWS, RULES, REGULATIONS, OR OTHER ACTS OF ANY GOVERNMENTAL AUTHORITY (INCLUDING THE BPU OR

PJM INTERCONNECTION, LLC, THE OPERATOR OF THE REGIONAL POWER GRID), ACCIDENTS, STRIKES, LABOR DISPUTES, REQUIRED MAINTENANCE WORK, INABILITY TO ACCESS THE ELECTRIC DISTRIBUTION SYSTEM, NONPERFORMANCE BY THE EDC OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF NAP. IN ADDITION, THE CUSTOMER MAY BE REQUIRED TO PAY ANY ADDITIONAL OR INCREASED FEES OR CHARGES THAT ARE GENERALLY BEYOND THE REASONABLE CONTROL OF NAP, INCLUDING BUT NOT LIMITED TO FEES FOR DISCONNECTION, RECONNECTING, MAINTAINING ELECTRIC SERVICE OR EQUIPMENT OR TRANSMISSION CHARGES THAT ARE IMPOSED BY LAW, RULE, REGULATION, TARIFF, OR BPU ORDER. THESE CHARGES OR FEES WILL BE PASSED ON TO THE CUSTOMER AND ADDED TO THE CUSTOMER'S PRICE.

LIMITATIONS OF LIABILITY: Liabilities not excused by reason of force majeure or otherwise will be limited to direct, actual damages. NAP will not be liable to the Customer or any third party for consequential, incidental, punitive, exemplary, or indirect damages, or third party claims or other damages, whether based upon contract, warranty, tort, strict liability, or otherwise. NAP is not liable for interruptions to, or shortages of, electricity supply, nor is it liable for any resulting associated loss or damage. These limitations apply without regard to the cause of any liability or damage. NAP does not assume responsibility or liability for losses, consequential, incidental, exemplary, in-direct or punitive damages arising from in-home or building damages. NAP is not responsible for any failure to commence or terminate the Customer's Electric Supply Service on the dates stated herein, due to any delay in enrolling the Customer. Nothing in this Agreement shall constitute any waiver of any right the Customer may have under New Jersey or Federal Consumer Protection laws.

REPRESENTATIONS AND WARRANTIES: The electricity sold under this Agreement will be supplied from a variety of generating sources, including the electricity provided pursuant to any renewable energy requirements, and will meet the quality standard of the EDC. NAP makes no representations or warranties other than those expressly set forth in this Agreement. NAP EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TITLE, RISK OF LOSS, AND INDEMNITY: Title to and risk of loss with respect to the electricity will pass from NAP to the Customer when the electricity is delivered at the EDC's meter to the Customer. The Customer acknowledges that NAP does not have care, control, or custody if the Customer's property or premises, or of any electrical facilities including, but not limited to, lines, wires, or the meter located on or near the Customer's premises. The Customer further acknowledges that the Customer is in exclusive control (and is responsible for any damages or injuries caused thereby) of electricity at and from such meter. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD NAP HARMLESS FROM ANY CLAIMS, INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND ATTORNEY'S FEES, ARISING FROM ANY ACT OR INCIDENT OCCURRING WHEN TITLE TO ELECTRIC SERVICE IS DEEMED TO BE IN THE EXCLUSIVE CONTROL OF THE CUSTOMER, DESPITE OUR NEGLIGENCE OR STRICT LIABILITY.

CHOICE OF LAW: This Agreement will be governed by the laws of New Jersey, without regard to its conflict of law principles.

CANCELLATION OF EXISTING SERVICE: The Customer is responsible for cancelling any agreements with any other electric suppliers from whom the Customer is purchasing electricity as of the date of this Agreement.

WAIVER: No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure of either party to exercise any right hereunder shall not constitute a waiver hereunder and shall not impair the exercise of such rights at any later time.