



[CUSTOMERNAME], [ADDRESS], [ACCOUNTNUMBERS]

THIRD PARTY SUPPLIER FIXED RATE CONTRACT SUMMARY RESIDENTIAL/SMALL BUSINESS CUSTOMER

Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your electric supply from this supplier.	American Power & Gas of NJ, LLC (AP&G) www.AmericanPowerAndGas.com Five Greentree Centre 525 Route 73 North STE 104 Marlton, NJ 08053 AP&G is responsible for your electric supply.	1-800-205-7491 customer.service@goapg.com License No. ESL-0224
Price Structure:	Electric Fixed Price. The price does not include charges for services normally charged by the local utility. A variable rate changes on a monthly basis whereas a fixed rate stays the same each month. Weather fluctuations may affect the price of variable rates.	
Generation/Supply Price:	Electric Fixed Price per KWH is \$0.1869.	
Statement Regarding Savings	The supply price may not always provide savings to the customer. AP&G does not guarantee savings.	
Amount of Time Required to Change From TPS Back to Default Service or to Another TPS:	One to two billing cycles	
Incentives:	Rebate: 25% rebate on the average month's supply charge after registration. Renewable Energy Product: 25% of your electric energy under this agreement will be matched with electricity generated by deliverable renewable energy sources.	
Right to Cancel/Rescind:	7 days rescind period from the receipt of the contract	
Contract Start Date	The contract start date will be established by your utility.	
Contract Term/Length:	The Term is 6 months. Start date will begin on the date the utility switches your account(s) to AP&G and continue 6 Billing cycles thereafter. For more details See Section 2-Term. Either a Residential or Commercial Customer may cancel this agreement at any time by contacting AP&G on the toll-free number, in writing to our address or via our email listed above.	
Cancellation/Early Termination Fees:	There is no early termination fee. For more details, see the Fixed Rate Sales Agreement Section 6. Termination.	
Renewal Terms:	After Initial Term, unless otherwise agreed to, this Agreement renews to a variable rate methodology and continues until terminated by either party. For more details see Section 2 - Term.	
Distribution Company Information:	PSEG • 800-436-7734 • www.pseg.com , ACE • Emergency: 800-833-7476, Service: 800-642-3780 • www.atlanticcityelectric.com J CPL • Emergency: 800-662-3115, Service: 888-544-4877 • www.firstenergycorp.com/jersey_central_power_light.html The EDC will continue to deliver electricity and the customer should continue to pay the EDC directly. In the case of an emergency , the customer should contact the EDC directly.	

Para obtener una copia de este Resumen en español, llame a Servicio al cliente al 1-800-205-7491.

American Power & Gas of NJ, LLC is not the utility or affiliated with the utility.

NJ_Fix_Elec_25Grn_2025-09-12

ELECTRIC FIXED RATE SALES AGREEMENT RESIDENTIAL/COMMERCIAL

DISCLOSURE STATEMENT

Price	Fixed
How price is determined:	<u>Electric Fixed</u> Price per KWH \$0.1869 cents. The price includes all applicable taxes but does not include charges for services normally charged by the local utility.
Length of the agreement and end date	The Term is 6 months. Start date will begin on the date the utility switches your account(s) to AP&G and continue 6 Billing cycles thereafter. For more details See Section 2-Term.
Process customer may use to rescind the agreement without penalty	Either a Residential or Commercial Customer may rescind by calling the toll-free number within 7 business days of receipt of the sales agreement.
Amount of Early Termination Fee ("ETF") and method of calculation	There is no early termination fee. For more details, see below Section 6. Termination.
Amount of Late Payment Fee and method of calculation	As per the Utility tariff
Provisions for renewal of the agreement	After Initial Term, unless otherwise agreed to, this Agreement renews to a variable rate methodology and will continue until terminated by either party. <u>Electric Variable</u> Price shall each month reflect a blend of PJM settled wholesale prices and any hedges, if applicable, bought for AP&G's aggregated load (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and AP&G's costs, expenses and margins. For more details see Section 2 - Term.
Renewable Energy Product	25% of your electric energy under this agreement will be matched with electricity generated by deliverable renewable energy sources. For more details, see Section 4 – Renewable Energy Product.
Rebate	For each of your electric and/or gas accounts that remain enrolled with AP&G for 12 consecutive months, AP&G will add up all twelve months and calculate your average month's supply charge. After you register and follow the terms of the rebate program, AP&G will send you a 25% rebate of that amount every twelve months. For more details, see Section 5 – Rebate.

1. Agreement to Sell and Purchase Energy. This is a Contract between American Power & Gas of NJ, LLC ("AP&G") and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with AP&G (the "Agreement"). Subject to the terms and conditions of this Agreement, AP&G agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by AP&G, necessary to meet Customer's requirements based upon consumption data obtained by AP&G from the delivery schedule of your local utility company A.K.A, the Local Distribution Company or "**LDC**". AP&G is not affiliated with and does not represent the LDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by AP&G from the LDC's delivery schedule. The LDC will continue to deliver the electricity supplied by AP&G.

2.Term. This Agreement's start date will begin on the date the utility switches your account(s) to AP&G and continue for 6 billing cycles thereafter (the "Initial Term"). Unless otherwise agreed to, upon completion of the Initial 6-month Term, this Agreement will automatically switch to a new term at a variable rate methodology and will continue until terminated by either party.

3.Pricing and Billing. The price per kWh for all electricity sold to the customer during the term under this Agreement is as stated in the above disclosure. Billing: AP&G will invoice Customer monthly for electricity supplied under this Agreement, as measured by the local utility company/LDC. Customer will receive a single bill for both commodity costs (provided by AP&G) and delivery costs (provided by your utility) from your LDC. Your LDC will also determine your billing intervals and any late payment fees. AP&G does not offer a budget billing service at this time. AP&G may assign and sell Customer accounts receivable to the LDC. In the event of failure to remit payment when due by a residential customer, AP&G may terminate commodity service and seek suspension of distribution service

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in conformance with the New Jersey Administrative Code. Failure by a commercial customer to make full payment of AP&G charges due on any consolidated bill prepared by the LDC for AP&G will be grounds for disconnection of utility services in accordance with NJBPU rules and regulations on the termination of service to non-residential customers, N.J.A.C. 14:3-3A.2. For a residential customer, there is no charge for starting or stopping electric generation service or gas supply service, if done within the terms of the contract which does not prohibit an early termination fee or other penalty for failure to adhere to a valid contract. With 48 hours notice, a residential customer may terminate this contract without penalty as a result of relocation within or outside the LDCs franchise area, disability that renders the customer of record unable to pay for AP&G's service, and/or the customer of record's death.

4. Renewable Energy Product. Electric customers are guaranteed that 25% of your energy (or the minimum amount required by the state) will be matched with electricity generated by deliverable renewable energy resources, including one or more of biomass, biogas, hydropower, solar energy, wind energy, or any other qualifying renewal resources.

Upgrade Option: Customer may opt to upgrade from 25% to 100% renewable energy sources. The price for the additional 75% renewable energy will be comprised of the AP&G fixed rate plus three (3) cents per kilowatt-hour delivered. Customer can cancel the 75% upgrade option at any time by calling AP&G at 1-800-205-7491. The requested drop of the additional 75% renewable energy sourced supply will be processed immediately by AP&G and will become effective on the soonest date your utility's bill-processing system allows.

5. Rebate. To qualify for the rebate program, you must register for the AP&G rebate program and agree to receive your rebate electronically. Signup can be done at www.goapg.com/rebate. For each account that has signed up and remains enrolled with AP&G for 12 continuous months on this program, AP&G will calculate the average month's supply charges and send the customer a 25% rebate of that amount. You will not be entitled to any rebate in the event that you fail to maintain or provide accurate information to AP&G regarding your linked bank account, are subject to any bank account freeze or seizure such that your linked bank account is unable to receive a payment from AP&G, or AP&G is otherwise unable to make a payment to your linked bank account through no fault of AP&G's own.

6. Credit/Security Deposit. The customer acknowledges that AP&G has the right to administer a credit review prior to providing the service(s) listed within this agreement. The result of the check may determine that a security deposit or other credit assurances is required. The amount determined due by AP&G shall be paid within ten (10) days of the date the request is made. If you fail to make such a deposit within this timeframe, you will not be enrolled for service with AP&G.

7. Load Changes. The customer will give AP&G a minimum of 30-day notice of any significant load change in its usage, including, but not limited to the sale or closure of a site. AP&G will use the load information from your utility company to purchase power for you, the customer, and as the customer, you are responsible for payment of any actual damages incurred as a result of such changes. If the Customer has a change in usage over 15%, the customer will pay for the increase in Load at AP&G's full cost of providing that usage, plus margin. If the Customer has a change in usage below 15%, the customer will pay the full cost of liquidating that load. AP&G will calculate the amount of such costs in a reasonable manner and submit an invoice to the customer which will be due and payable (within thirty (30) days). AP&G reserves the right to cancel any account that falls 15% above or below the usage established at the start of this agreement.

8. Termination. In order for AP&G to supply fixed price electricity, long term supply arrangements are made with generators of electricity to meet the forecasted consumption of you, the customer. If the customer cancels/terminates this agreement for any reason, there is no early termination fee (ETF).

9. Rescission. A residential or commercial Customer may rescind this Agreement within 7 business days after the signing or receipt of this Agreement, whichever comes first, by contacting AP&G at 1-800-205-7491 or in writing. Customer is liable for all AP&G charges until Customer returns to the LDC or goes to another supplier.

10. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of AP&G. AP&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 energy supplier, energy services company or other entity as authorized by the NJBPU.

11. Information Release Authorization. Customer acknowledges that customer billing and payment information may be provided to AP&G from your LDC. 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. This information may be used by AP&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. Customer's execution of this Agreement shall constitute authorization for the release of this information to AP&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 AP&G or by calling AP&G at 1-800-2057491. AP&G reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

12. Consumer Protections Regarding Termination of Services. The services provided by AP&G to Customer are governed by the terms and conditions of this Agreement. AP&G will provide at least 30 days' notice prior to the cancellation of service to Customer. **AP&G reserves the right to deny enrollment or cancel online enrollment applications at any time based on internal eligibility reviews, regulatory compliance, or other discretionary factors. Enrollment is not guaranteed and is subject to company approval. In the event of non-payment of any charges owed to AP&G, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the BPU.** Customer may obtain additional information by contacting AP&G at 1-800-205-7491 or the BPU Division of Customer Assistance at 1-800-624-0241, or by writing to the following address: New Jersey Board of Public Utilities, Division of Customer Assistance, Two Gateway Center, Suite 801, Newark, NJ 07102, or through its website at: <http://www.nj.gov>.

13. Agency. Customer appoints AP&G as its agent to acquire the supplies and applicable utility account information necessary to meet its electricity needs, contract for and administer transportation, transmission and related services over interstate facilities and those of the LDC needed to deliver electricity to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above. The foregoing is not intended to and in no way shall operate to create any fiduciary duties between AP&G and Customer, nor shall the foregoing operate to create any Principal-Agent relationship between AP&G and Customer for any other purposes.

14. Title. Customer and AP&G agree that title to, control of, and risk of loss to the electricity supplied by AP&G under this Agreement will transfer from AP&G to Customer at the Delivery Points(s).

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

16.Force Majeure. AP&G will make commercially reasonable efforts to provide electricity hereunder but AP&G does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of AP&G ("Force Majeure Events") may result in interruptions in service. AP&G will not be liable for any such interruptions caused by a Force Majeure Event, and AP&G is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include 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 LDC (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 AP&G's control.

17.Liability. The remedy in any claim or legal proceeding by Customer against AP&G will be solely limited to direct actual damages, which will under no circumstances exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months of the time period in dispute. Customer shall not pursue or recover any additional damages or amounts from AP&G, and all other remedies at law or in equity are hereby waived. In no event will either AP&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. Customer & AP&G acknowledge that there are no third-party beneficiaries to this Agreement.

18.AP&G Contact Information. Customer may contact AP&G's Customer Service Center at 1-800-205-7491, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to AP&G at American Power & Gas, 10601 Belcher Road South, Seminole, Florida 33777 or email customerservice@goapg.com.

19. Dispute Resolution. If you have a question or concern about my bill, you may contact AP&G in writing at 10601 Belcher Road South, Seminole, Florida 33777, or by telephone at 1-800-205-7491 within thirty (30) days of the disputed occurrence or the date of the billing statement in dispute. AP&G will refer all complaints to a representative in their customer service center who, in good faith, will use reasonable efforts to reach a mutually satisfactory solution. If you are still not satisfied, you may call the BPU Division of Customer Assistance toll free at 1-800-624-0241, or by writing to the following address: New Jersey Board of Public Utilities, Division of Customer Assistance, Two Gateway Center, Suite 801, Newark, NJ 07102. In the event Customer fails to report a dispute within thirty (30) days of the disputed occurrence or the date of the disputed billing statement, customer waives any and all rights to assert the dispute and any disputed invoice shall be deemed correct for all purposes. This thirty (30) day requirement shall take priority over all other provisions in this agreement.

20. Arbitration of Disputes/Waiver of Jury Trial/ and Participation in Class Actions. Except as to matters submitted to BPU as described in Paragraph 17 of this Agreement, any dispute between AP&G and Customer, whether arising or based in any contract, statute, regulation, or tort, shall be decided by binding arbitration under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") and pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq., and shall be venued exclusively in the State of New Jersey and in the County where services are being provided under this Agreement, or where AP&G and Customer mutually agree. Any claim, arbitration, action, or proceeding shall proceed only on an individual basis. Neither AP&G nor Customer shall be permitted to join or consolidate disputes involving others in any claim, arbitration, action, or proceeding, nor shall any claim, arbitration, action, or proceeding be brought or maintained as a class action or in any representative capacity. **AP&G AND CUSTOMER UNDERSTAND THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY AND WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION.**

21. Confidentiality. Unless disclosure is required by law, neither party will divulge the disclosure or terms of this agreement. The parties shall be entitled to all remedies available in seeking relief in connection with this confidentiality obligation. This provision will survive the end of this agreement for a period of two years.

22. Customer Generation: The Rate per kWh for the Term specified within this agreement is conditioned on Customer's warranty that, the Customer does not own any on-site generation (except for emergency back-up generation used when the LDC is not capable of delivering energy) or thermal storage capabilities. Customer acknowledges that the use of such on-site generation impacts the customer's historical consumption, current and future usage and that the implementation of such on-site generation would be a breach of this agreement.

23.Choice of Laws. This Agreement shall be construed under and shall be governed by the laws of the State of New Jersey without regard to the application of its conflicts of law principles.

24.Taxes and Laws. 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 AP&G's net income, shall be paid by Customer, and Customer agrees to indemnify AP&G and hold AP&G harmless from and against any and all such taxes.

25.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 impacts any term, condition or provision of this Agreement including, but not limited to price, AP&G shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

26.Emergency Service. The LDC will continue to respond to leaks and emergencies. In the event of a service interruption or other emergency, Customer should immediately call the LDC at Atlantic City Electric at 1-800-833-7476; JCP&L at 1-888-544-4877; PSEG at 1-800-436-7734 for gas or electric; Rockland Electric at 1-877-434-4100. Customer should then call AP&G at: 1-800205-7491.

27.Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

In the case of telephonic or electronic enrollment, execution shall be deemed provided in accordance with, and pursuant to the methods authorized under the New Jersey Administrative Codes.

Environmental Information Disclosure (EID) for the Electricity Product of American Power & Gas of NJ, LLC

Electricity Supplied from June 1, 2023 to May 31, 2024

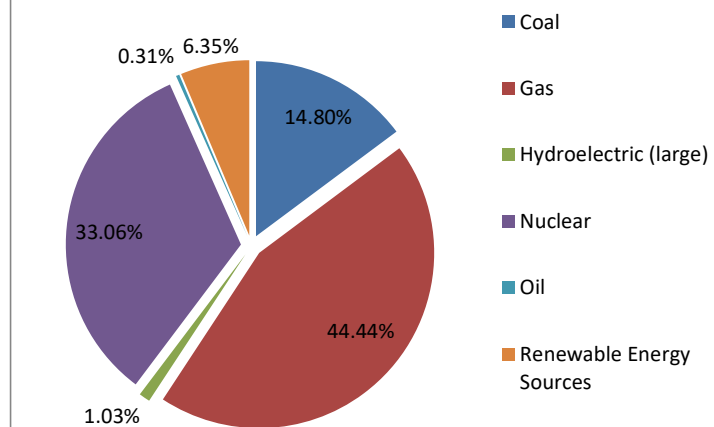
- Below is the default EID Label describing the resources used to generate electricity for customers of American Power & Gas of NJ,
- The PJM System Mix data provided in the standard format below is to be used as the default EID Label when a TPS or EDC has not made an affirmative claim about the environmental characteristics of their product.
- A Third Party Supplier or EDC may substitute product specific information if it makes an affirmative claim that the electricity mix used in its product exceeds the standard default mix including the State mandates for Renewable Portfolio Standard compliance.
- If a TPS or EDC uses actual product specific data to substantiate an environmental claim, the EID label must include the TPS or BGS Providers emissions data in lb/MWh for comparison with PJM benchmark as described below.
- If a TPS or EDC uses actual product specific data to substantiate an environmental claim, the EID label must also include a graphical representation of the TPS or BGS Provider's emissions data as a percentage of PJM benchmark as shown below.
- If a TPS or EDC uses substitute data to substantiate an environmental claim based upon the retirement of RECs beyond that required by NJ law or actually procured renewable electricity, the EID label with sufficient documentation to determine generation sources and emissions must be submitted to the NJ BPU Division of Clean Energy for verification.
- Products which utilize RECs from renewable electricity sources not delivering power into PJM cannot claim NO_x or SO₂ reductions in PJM from their products.

PJM System Mix

Energy Source

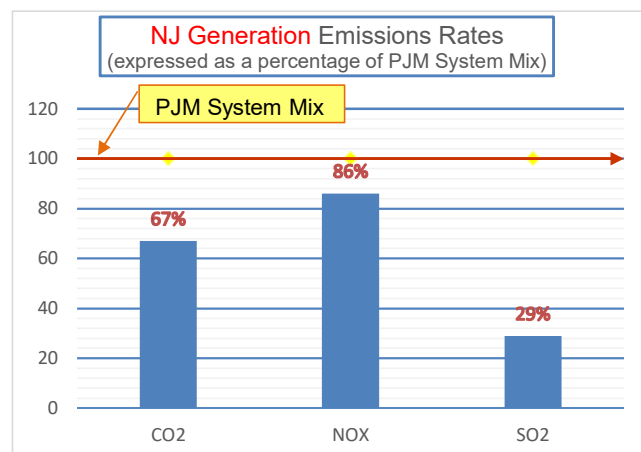
Coal	14.80%
Gas	44.44%
Hydroelectric (large)	1.03%
Nuclear	33.06%
Oil	0.31%
Renewable Energy Sources	
Captured methane gas	0.43%
Fuel cells	0.00%
Geothermal	0.00%
Hydroelectric(small)	0.00%
Solar	1.58%
Solid waste	0.57%
Wind	3.60%
Wood or other biomass	0.17%
Total:	100.00%
Renewable Energy Sources Subtotal	6.35%

Energy Source



Air Emissions Rates

Pursuant to N.J.A.C. 14:8-3:1(b)2, air emission rates for CO₂, NO_x, and SO₂ associated with the fuel mix must be reported in units of pound per megawatt-hour (lb/MWh). The Benchmark Energy Source and emission rate data is the PJM System Mix for EY 2024 and represent the average amount of air pollution associated with the generation of electricity in the PJM region. The PJM System Mix average emission rate for all electricity generation in the PJM Region can be used for comparison when a NJ TPS or BGS Provider supplies actual emission data for a product making an affirmative environmental claim that exceeds the NJ Renewable Portfolio Standards. CO₂ is a "greenhouse gas" which may contribute to global climate change. NO_x and SO₂ react to form acids found in acid rain. NO_x also reacts to form ground level ozone, an unhealthful component of "smog." For illustrative purposes, the chart below compares a hypothetical electricity product that contained 100% NJ generation sources to the PJM System Mix.



Data Source	CO ₂ (lb/MWh)	NO _x (lb/MWh)	SO ₂ (lb/MWh)
PJM System Mix	737.65	0.25	0.32
NJ Benchmark	494.51	0.22	0.09

	CO ₂	NO _x	SO ₂
PJM System Mix (%)	100	100	100
NJ Generation (%)	67	86	29