



NJ – Variable Rate Electric Generation Supply Agreement and Disclosure Statement – v.03.11.2021
 Power Up Energy, LLC (“Power Up”) and _____ [Name]
 _____ [Service Address]

CONTRACT SUMMARY

Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your electric supply from this Supplier.	Power Up Energy, LLC. 1-866-223-9166, support@powerupenergyus.com, 991 US Highway 22 West Suite 200, Bridgewater, NJ 08807. www.powerupenergyus.com. NJ BPU License No. ESL-0216. Power Up Energy, 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.
Price Structure	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 Power Up’s discretion, plus all applicable taxes, fees, charges or other assessments and Power Up’s costs, expenses and margins. There is no cap on the variable price.
Generation /Supply Price	The price for the first month of service will be \$0. _____ per kWh. Thereafter the price will vary based on the factors set forth above.
Statement Regarding Savings	There are no guaranteed savings associated with this Agreement.
Amount of time required to change from TPS back to default service or another TPS	The estimated time frame that a customer may expect to be switched back to the EDC or another third party supplier is anywhere from one to two billing cycles.
Incentives	There are no incentives offered with this contract.
Right to Cancel/Rescind	Customers have (7) seven calendar days from the date of the EDC’s confirmation notice to contact its EDC and cancel this contract.
Contract Start Date	The expected start date of this contract is within (1) one to (2) billing cycles, as determined by your EDC.
Contract Term/Length	This contract will continue on a month to month basis until terminated by either party.
Cancellation/Early Termination Fees	None.
Renewal Terms	This Agreement will continue on a month to month basis until terminated by either party.
Distribution Company Information	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: Public Service Electric and Gas Co., 1-800-436-7734, www.pseg.com; JCPL, 1-888-544-4877, https://www.firstenergycorp.com/jersey_central_power_light.html, Atlantic City Electric, 1-800-833-7476 / www.atlanticcityelectric.com

For a Spanish version, contact Power Up Energy at 1-866-223-9166, or support@powerupenergyus.com



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Power Up Energy, LLC (“Power Up”) and _____ [Name]
_____ [Service Address]

GENERAL TERMS & CONDITIONS

1. Agreement to Sell and Purchase Energy. This is an agreement between Power Up Energy, LLC (“Power Up”), and the undersigned Customer (“Agreement”). The purpose of this document is to authorize a change in the Customer’s Third Party Supplier (“TPS”). Subject to the terms and conditions of this Agreement, Power Up agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas and/or electricity, as estimated by Power Up, necessary to meet Customer’s requirements based upon consumption data obtained by Power Up or the delivery schedule of the Electric Distribution Company (“EDC”). Power Up is licensed by the New Jersey Board of Public Utilities as a Third Party Supplier (License No. ESL-0216.) Power Up is not affiliated with and does not represent the EDC. The EDC will continue to deliver the electricity supplied by Power Up. Customer understands that switching to a Third Party Supplier (“TPS”) is not mandatory, and the customer has the option of remaining with the EDC for basic electric supply.

2. Term, Renewal. This Agreement will start as of the date your enrollment with Power Up 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 Power Up of its desire to cancel in writing to Power Up, 991 US Highway 22 West Suite 200, Bridgewater, NJ 08807.

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

4. Billing. Depending on the Customer’s EDC, and contract, Customer may receive a single bill for both Power Up’s electricity supply charges and the EDC’s charges for delivering the electricity, either from Power Up or the EDC. Alternatively, the EDC and Power Up may invoice Customer separately. If Power Up Invoices Customer monthly for electricity supplied under this Agreement, as measured by the EDC, Customer will pay invoice in full within fifteen (15) days of the invoice date or be subject to a past due payment charge. Power Up reserves the right to require security deposits from residential and commercial Customers that are billed directly by Power Up. Billing cycle is at a minimum 25 days. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with Customer’s local utility’s billing policies.

Failure by a customer to make full payment of Power Up charges due on any bill prepared by the EDC for Power Up will be grounds for disconnection of Utility services in accordance with the New Jersey Administrative Code rules and the Board of Public Utilities (“BPU”) regulations on the termination of service. A thirty- dollar (\$30) fee will be charged for all returned payments. Power Up does not offer budget billing for the generation supply portion of the bill.

5. Termination. Customers may cancel this Agreement upon 30 days prior written notice to Power Up. Power Up may terminate this Agreement with thirty (30) days written notice. Common reasons for Power Up to terminate the Agreement, include, but are not limited to, non-payment of Power Up’s charges for electricity supply, termination of the customer’s electric service by the EDC, or failure of customer to provide a requested security deposit or comply with any other provisions of this Agreement, breaches any warranty or representation to Power Up; makes an assignment for the benefit of creditors, files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors. Power Up will notify Customer of its intent to terminate service at least thirty (30) days prior to the effective date of termination

and, unless another competitive electricity supplier is chosen by Customer, Customer's electricity supply service will thereafter be provided by the EDC. There is no fee for terminating this Agreement.

6. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Power Up. Power Up 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 TPS or other entity as authorized by the BPU.

7. Information Release Authorization. Customer authorizes Power Up 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 Power Up's request, Customer will provide an authorization which grants Power Up 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 Power Up 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 Power Up determines, prior to offering service or at any time during the term of this Agreement, that Customer's credit is unsatisfactory, Power Up 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 Power Up. 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 Power Up or by calling Power Up at 1-866-223-9166. Power Up reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

8. Consumer Protections. The services provided by Power Up 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. In the event of non-payment of any charges owed to Power Up, 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 service, if done within the terms of this agreement. Residential customers may terminate the contract, with forty-eight (48) hours' notice without penalty, as the result of relocation within or outside the EDC's franchise area, disability that renders the customer of record unable to pay or death. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be reconciled subsequent to the final meter reading. 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 Power Up at 1-866-223-9166 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 at their website: <http://www.state.nj.us/bpu/assistance/complaints/>

9. Right of Rescission. You will receive a confirmation notice of your selection of Power Up as your Third Party Supplier and residential Customers may rescind this Agreement within seven (7) calendar days from the date of the confirmation notice by contacting the EDC and rescinding the TPS selection or by contacting Power Up at 1-866-223-9166 or in writing at Power Up Energy, LLC, 991 US Highway 22 West Suite 200, Bridgewater, NJ 08807. The contract for electric service shall not be legally binding upon the residential customer until the seven (7) day confirmation period has expired, and the customer has not directly or indirectly rescinded his or her selection. Customer is liable for all Power Up charges, after the rescission period, until Customer returns to the EDC or goes to another supplier.

10. Agency. Electric: Customer hereby designates Power Up as agent to: (a) arrange and administer contracts and service agreements between Customer and Power Up and those entities including the ISO engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) schedule for the delivery of electricity to the Sales Point and the Customer's end-use premises. Power Up as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. The Sales Points for the electricity will be a point at the ISO Power Up load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

11. Addition or Deletion of account(s): At any time during the term of this Agreement, upon advance written notice to Power Up, Customer may request to add accounts to be served pursuant to this Agreement at the Contract Price, or to delete accounts from service for no early termination fee, up to the point at which the contracted volumes remain constant and unchanged in

aggregate. Account addition(s) that cause the add/delete band to be exceeded may be, at Power Up's sole discretion, added at the Contract Price. If Power Up does not offer to add such account addition(s) at the Contract Price, Customer and Power Up may agree to a price for the additional volumes. Account deletion(s) in excess of the add/delete band may be, at Power Up's sole discretion, deleted for no early termination charge for such deletion(s). If Power Up does not offer to delete such account(s) for no early termination charge, Customer shall pay Power Up for the liquidation value (Contract Price less current market price) of the associated quantity liquidated within fifteen (15) days of notice from Power Up of such amount due. The timing of completion for any addition or deletion shall be determined by the enrollment/drop rules in effect for the applicable market.

12. Title. Customer and Power Up agree that title to, control of, and risk of loss to the electricity supplied by Power Up under this Agreement will transfer from Power Up to Customer at the Delivery Point(s). Where applicable, Customer shall indemnify and defend Power Up from all claims for any loss, damage, or injury to persons or property, including without limitation all consequential, incidentals, exemplary, or punitive damages arising from or relating to the distribution or consumption of electricity at and after the point at which the EDC delivers the electricity to Customer's facilities to which the Account(s) pertain.

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

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

15. Liability. In no event will either Power Up 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. There are no third party beneficiaries to this Agreement.

16. Contact Information. Customer may contact Power Up's Customer Service Center at 1-866-223-9166, Monday through Friday 9:00 a.m.- 5:00 p.m. EST (hours subject to change). Customer may write to Power Up at: Power Up Energy, LLC, 991 US Highway 22 West Suite 200, Bridgewater, NJ 08807. The BPU's Division of Consumer Assistance can be reached at 1-800-624-0241.

17. Dispute Resolution. Residential Customers: In the event of a billing dispute involving Power Up's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Power Up by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the BPU pursuant to its Complaint Handling Procedures ("Procedures") or calling the BPU's Division of Consumer Assistance at 1-800-624-0241. Customer must pay the bill in full, except for the disputed amount, during the pendency of the dispute; such payment shall be refunded if warranted by the decision of BPU.

Commercial Customers: In the event of a billing dispute involving Power Up's service, Customer should contact Power Up's Customer Service Center as provided above. Customer must pay the undisputed amount of its bill in full during the pendency of the dispute. If the parties cannot resolve the dispute within forty-five (45) days, either party may avail itself of all remedies available under law or equity. The BPU will monitor inquiries and contacts from Non-Residential customers regarding TPS and an excessive number of confirmed complaints may result in Power Up no longer being eligible to supply electricity in New Jersey. The BPU can be reached at the information provided above.

18. 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.

19. 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 Power Up's net income, shall be paid by Customer and Customer agrees to indemnify Power Up and hold Power Up harmless from and against any and all such taxes.

20. 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 requires the change of any material term, condition or provision of this Agreement, Power Up shall have the right to modify this Agreement to reflect such Regulatory Change by providing thirty (30) days’ written notice of such modification to the Customer.

21. Emergency Service. The EDC will continue to respond to emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the EDC at Atlantic City Electric at 1-800-833-7476; Public Service Electric and Gas 1-800-436-7734; Jersey Central Power& Light 1-888-544-4877; New Jersey Natural Gas 1-800-427-5325. Customer should then call Power Up at: 1-866-223-9166.

22. 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.

23. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and Power Up 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.

24. Renewable Energy Product. 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. The information about the environmental characteristics is available on Power Up’s website at www.powerupenergyus.com.

25. 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 Power Up 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 Power Up.

26. Energy Consumption Information. (Commercial Customers only) Customer hereby agrees, upon request, to provide Power Up with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as Power Up may reasonably require to provide electric and/ or gas 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 Power Up 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.

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