



OASIS ENERGY

RESIDENTIAL AND SMALL COMMERCIAL ENERGY TERMS OF SERVICE (TOS) NEW JERSEY MARKETS

This is an agreement for electric and/or natural gas supply between Oasis Energy and you, for the service address or addresses set forth in your Energy Facts Label ("EFL"). This document outlines information required by the New Jersey Board of Public Utilities ("BPU") pertaining to residential electric and/or natural gas service provided by Oasis Energy ("Company" or the "Supplier" or "Oasis Energy") to customers in the State of New Jersey. This document evidences the terms and conditions of service and is referred to as the Contract ("Contract" or "Agreement") that you ("You" or "Customer" or "Small Commercial Customer") have with the Company.

Oasis Energy is licensed by the New Jersey BPU as a Third Party Supplier ("TPS"). Our electric license number is ESL-0147 and our natural gas license number is GSL-0135. Oasis Energy also has a Green Power Marketer license with number GPM-0007.

RIGHT TO RESCIND: You will receive notice from your local distribution utility ("LDU" or "Utility") confirming your selection of Oasis Energy as your third-party supplier for electricity and/or natural gas. Switching to a third-part supplier is not mandatory. You have the option of remaining with the Utility for basic generation service or basic gas supply service. **You will have seven calendar days from the date of the Utility's confirmation notice to cancel your enrollment with Oasis Energy without fees or penalties. You may cancel within this seven day period by contacting your Utility using the contact information provided in this Agreement and also included in your EFL. This Agreement is not binding until the seven (7) day confirmation period has expired and you have not rescinded the supplier selection.** Any cancellation after the seven (7) day period may be subject to the assessment of early termination fees as specified below in this Agreement.

PRICE PLANS: Customer acknowledges that the price plan selected during enrollment ("Price Plan") is subject to Oasis Energy approval once your meter's service class type is confirmed by your LDU. Oasis Energy reserves the right to switch your Price Plan to the appropriate plan as specified by the utility. Rates in the new Price Plan may be different than the originally contracted rate. Upon receipt of the new Price Plan's disclosures, you will have the opportunity to rescind as specified later in this document.

Your contract rate and Price Plan will be disclosed to you at the time of enrollment and confirmed in your EFL. Oasis Energy's Price Plans are described below.

FIXED RATE PRICE PLAN: You will pay the fixed rate *per kilowatt-hour* and/or *per therm* as specified at the time of enrollment and confirmed in your Disclosure Statement or Energy Sales Agreement. You will be billed at the fixed rate for the number for billing cycles as specified by the term of your Agreement. You may also pay a monthly administrative fee (base fee), the amount of which, if applicable, is disclosed in your Disclosure Statement or Energy Sales Agreement.

100% RENEWABLE ELECTRICITY PLAN (FIXED TERM): For our renewable energy products, Oasis Energy purchases and retires Renewable Energy Certificates ("RECs") to offset 100% of your electricity usage. We guarantee our customer's electricity usage is offset with a direct investment in 100% renewable energy from clean energy sources such as solar, wind, hydro, and/or biomass. Oasis Energy does not own any coal, oil, gas, or nuclear generation facilities. We are not the subsidiary of any company that owns coal, oil, gas or nuclear generation facilities.

100% CARBON OFF-SET GAS PLAN (FIXED TERM): For our carbon off-set natural gas products, Oasis Energy will offset 100% of the estimated amount of carbon dioxide (CO₂) emissions caused by your annual natural gas usage through the use of any approved carbon offset technology including one or more of the following: 1. Purchase and retirement of Renewable Energy Credits ("RECs") from clean sources such as solar, wind, hydro, and/or biomass. 2. Purchase and retirement of Carbon Credits through reputable standards such as The Verified Carbon Standard (VCS), The Gold Standard, The Climate Action Reserve, and/or American Carbon Registry. This ensures that an estimated equivalent of 100% of the carbon emissions caused by your natural gas usage is offset.

GUARANTEED SAVINGS PLAN: Each month of your plan, you will receive a variable price, which is calculated as a percentage discount off of the LDU's base commodity rate for electricity or natural gas supply in effect as of the date of your invoice. Offered discounts to variable utility rates are based upon estimated utility charges and, following first month of billing, utility adjustments. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your EFL or Energy Service Agreement. Savings are guaranteed on an annual basis.

MONTHLY VARIABLE (Month-to-Month): You will pay a monthly variable plan whereby your supply rate may vary monthly according to market conditions. The electricity rate and fees will be based on prices of electricity and capacity in the PJM market in the applicable load zone for your LDU, plus a margin adder in cents per kWh. You will pay a variable natural gas rate based first of the month inside FERC Transco Station 65 Pool Market Index, plus a margin adder in cents per therm. The gas rate will be based on then current market conditions which may include inventory, transportation costs, utility balancing charges, capacity, excess historical usage, risk assessment, and prior period adjustment.

Please note that Oasis Energy's supply prices include generation and transmission charges and Sales and Use Tax (SUT) only, and do not include other taxes or distribution charges from the Utility for the delivery of electricity or natural gas to your home or small business. If the SUT rate changes during the term of your Agreement, your contracted rate may change accordingly pursuant to the 'Change in Law' section of this Terms of Service Agreement.

Non-recurring fees as charged by the Utility include, but are not limited to, out of cycle meter readings, meter test fees, disconnection and reconnection fees, etc. You are responsible for payment to the Utility for these other charges relating to the delivery of electricity and/or natural gas to your residence or place of business.

NEW JERSEY RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC AND NATURAL GAS TERMS OF SERVICE

LENGTH OF AGREEMENT (TERM): This Agreement shall become effective as of the enrollment date and shall commence on the first utility transfer date ("Effective Date") of the service address(s) as specified at the time of enrollment, and continue for the duration of the specified term herein, unless terminated or renewed pursuant to the attached Agreement. This Agreement shall remain in effect until the latest date of the final meter read ("Termination Date") of said service address(s) specified herein unless otherwise agreed to by the Parties in writing.

RENEWAL: Following the term of your Agreement, service will continue for successive one (1) month periods on our variable Price Plan if no alternate option is selected prior to the expiration of the original term. If you are currently an Oasis Energy customer on a month-to-month variable plan and have selected a new Price Plan, the new plan will become effective within 24 hours of your renewed service request. If the new Price Plan becomes effective during the middle of your billing cycle, your next bill may be prorated.

If you have a fixed term agreement with Oasis and it is approaching the expiration date, Oasis will send you an advance notice either in your bill or in separate mailings 45 days before the expiration date. If you select a new Price Plan prior to the expiration of your Agreement, your Price Plan will begin the day after the expiration of your Agreement.

CANCELLATION: You may be assessed an early termination fee if you cancel or terminate this Agreement prior to the end of the Term. If an early termination fee is applicable, the amount of the fee will be as specified in your EFL or Energy Service Agreement.

You will have seven calendar days from the date of the Utility's confirmation notice to cancel your enrollment with Oasis Energy without fees or penalties. After such rescission period, Customer may cancel this Agreement at any time by calling Oasis Energy at 1-800-324-3046, or by sending an email to Oasis at customercare@oasisenergy.com, however you may be required to pay the early termination fee specified in your EFL. You may also cancel this Agreement without penalty if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. If you request to cancel this Agreement, the cancellation may not take effect until the next actual meter read date following the date Oasis Energy notifies your LDU. You will be responsible for all payments due hereunder until the cancellation of electric or natural gas supply service is completed.

To avoid slamming or being switched without your authorization, Oasis Energy will not accept third party cancellations without prior notification by you. Unless the drop transaction is received directly from the Utility, Oasis Energy will consider third party cancellations invalid and will automatically reject such transactions unless notification has been received directly from you in writing, via email to customercare@oasisenergy.com, by calling our toll-free number (800-324-3046) Monday through Friday between 8 a.m. and 5 p.m. EST, or by sending a fax to 866-521-8635. To ensure the request can be processed, cancellation requests should include Account Name and Account Number. Termination will be initiated after Oasis has received your request of cancellation and will become effective after the utility has switched your service to another supplier. 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 may be tried up subsequent to the final meter reading.

OASIS ENERGY'S RIGHT TO CANCEL AGREEMENT: This Agreement may be cancelled at the sole discretion of Oasis Energy if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Oasis Energy is or becomes untrue. If for any reason Oasis Energy is no longer able to economically continue this Agreement, Oasis Energy may terminate this Agreement at any time after complying with applicable regulations. Oasis will provide you with thirty (30) days notice of a termination. If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the LDU until another provider of electric or natural gas supply service is designated or service is shut off by the LDU. Only the LDU may disconnect your physical electric power or natural gas.

BILLING AND PAYMENT: You will receive one bill ("Utility Consolidated Billing" or "LDC Consolidated Billing") from the applicable utility which includes Oasis Energy's supply charges as well as the LDU's delivery charges. Depending on your Price Plan, you may receive two (2) separate bills ("Supplier Billing" or "Dual Billing"), one bill from Oasis Energy for your supply charges, and one bill from the LDU for the delivery charges. In both cases, Oasis Energy's fees will be reflected separately as itemized charges on your invoice. Your bill is subject to adjustment for any missed billing or computation errors, such as meter misreads. Your payment will be due to the LDU for Consolidated Billing, or to Oasis Energy for Supplier Billing, by the date specified on the invoice. Except as otherwise provided in this agreement or by law, all taxes of any kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. Oasis Energy does not offer budget billing for your electricity and/or natural gas supply charges.

CONVERSION TO DUAL BILLING FROM UTILITY CONSOLIDATED BILLING: If you receive one bill from the Utility, and at any time during your Agreement with Oasis Energy you become sixty (60) or more days delinquent in your payments to the Utility, you will automatically become ineligible for continued Consolidated Billing from the Utility for a period of twelve (12) months. If this occurs, Oasis Energy reserves the right to terminate this Agreement in accordance with these Terms of Service and such termination may result in early termination fees as specified herein. As an alternative to the termination of this Agreement, Oasis Energy may require a deposit from you or request advance payment of an amount up to the average historical consumption for the last three months. If a deposit is requested and is not paid, this Agreement will terminate and become ineffective as of the "Service End Date" as determined by the Utility and your meter read schedule.

FORMAT FOR INVOICES BILLED BY OASIS ENERGY: If applicable, Oasis Energy will deliver monthly invoices to residential customers in electronic format via email, to the email address specified at the time of enrollment or in the EFL, or to such other email address as you direct in writing. Upon written request, you may receive an invoice in paper format via US Mail at your designated billing address. For commercial customers, Oasis Energy will deliver your invoices monthly in paper format via US Mail at your designated billing address.

NEW JERSEY RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC AND NATURAL GAS TERMS OF SERVICE

AUTOMATED PAYMENTS: Invoices billed directly from Oasis Energy to residential and small business customers may be required to be paid via automatic payment (debit card, bank draft or credit card). Payment will automatically be deducted from your account on the due date of the invoice. If you terminate the applicable debit authorization required for the fixed-rate agreement, your rate will be switched to a monthly variable rate based on then-current market conditions.

PAST DUE FEES AND PAYMENTS: Payments are past due if not received by stated due date on the invoice will be subject to a late payment penalty equal to 1.5% of the past due balance. A late payment penalty will not be applied to any balance to which it has already been applied. Oasis Energy will pass through to Customer all charges related to the collection of past due invoices, including, but not limited to, collection agency fees, and legal and court fees. A fee of \$30 per transaction will be assessed for if any payment method returned un-payable as a result of insufficient funds.

CREDIT: If Oasis Energy is ever required to bill you directly, Oasis reserves the right to determine if Customer's credit standing is satisfactory for originating or continuing electricity and/or natural gas service under this Agreement. If Oasis Energy determines, in its sole reasonable discretion, that Customer's creditworthiness has become unsatisfactory, Oasis Energy may require Customer to provide collateral in the form of cash or other security in form and amount acceptable to Oasis Energy. Consistent with applicable law, Oasis Energy uses uniform income, deposit and credit requirements in determining whether to offer service to its Customers.

DEPOSITS: Oasis Energy will not require a deposit which exceeds the greater of (i) the sum of the estimated billings for the next three months, or (ii) one-fourth of your estimated annual billing. Deposits will be held in separate interest-bearing accounts. We will remit to you interest earned on your deposit when it is returned to you or credited to your account. If a deposit is refunded within 30 days of the date of deposit, no interest payment will be paid. If Oasis Energy keeps the deposit for more than 30 days, payment of interest will be made retroactive to the date the deposit was received by Oasis Energy. The deposit will cease to draw interest on the date it is returned or credited to your account. Customer deposits held by Oasis Energy will be refunded to Customer as an invoice credit if no late payments have been applied to Customer's account after twelve (12) consecutive months.

NOTICES: All notices and correspondence to you will be delivered via electronic email if you have provided Oasis Energy with your email address. Mailed notices will be sent to your billing address or service address if there are issues with the billing address. Oasis will send all product documentation, such as this Terms of Service, upon request.

CUSTOMER AUTHORIZATION: Customer authorizes Oasis Energy to obtain historical consumption and billing and payment information from the Utility. This authorization will remain in effect during the Term and any renewal term of this Agreement. Acceptance of this Agreement is an authorization for the release of the information. If Customer has utilized an agent or broker in connection with the contracting for electric and/or natural gas purchases from Oasis Energy, Customer authorizes Oasis Energy to disclose to Customer's agent or broker information pertaining to Customer's electric and/or natural gas purchases.

CUSTOMER'S ELECTRONIC AUTHORIZATION: If you are enrolling or renewing electronically, you are consenting all of the required disclosure documents provided to you during the enrollment process, like the Energy Facts Label, Terms of Service, and Environmental Disclosure Label. You must have a valid email address and are obligated to keep Oasis Energy informed of any changes to your email address, or any changes or withdrawal of consent for the electronic retention of contracts or other customer information.

DISPUTE RESOLUTION: If Customer has unresolved issues, Customer must first contact the Utility or Oasis Energy to try to resolve the problem. We are required by law to investigate your inquiry and provide you with an oral or written response. Oasis Energy shall use good faith efforts to respond to and resolve all complaints promptly. If you are not satisfied with our response, you may contact the Board of Public Utilities at the following address to request an alternate dispute resolution procedure or to file a formal complaint: New Jersey Board of Utilities, Two Gateway Center, Suite 801, Newark, New Jersey, 07102. Toll Free: 1-800-624-0241

CHANGE IN LAW: If there is a change in law, regulation, or any fees or costs imposed by a governmental authority or the regional Independent System Operator ("ISO") and the change causes Oasis Energy to incur operating or other costs or expenses related to the services in this Agreement, these costs will be added to your invoice as a pass-through charge in order to maintain the same level and quantity of delivery of energy and you agree to pay the pass-through charge.

GOVERNING LAW: This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Texas and venue shall be in Harris County, Texas. The provisions of the Uniform Commercial Code (UCC) shall apply to this Agreement, and electricity and/or natural gas shall be a "good" for purposes of the UCC.

ASSIGNMENT: This Agreement shall be binding upon and inure to the benefit of, and may be performed by the successors and permitted assigns of the Parties except that no assignment, pledge or other transfer of this Agreement by either Party shall operate to release the assignor, pledgor, or transferor of any of its obligations under this Agreement. Customer shall not have the right to assign this Agreement without Oasis Energy's prior written consent. Notwithstanding any other provision of this Agreement, Customer agrees that Oasis Energy shall have the right to pledge this Agreement to its bank or other lending institution(s) and to assign this Agreement, together with all rights and obligations hereunder, to Company's electricity and/or natural gas supplier, or such supplier's designee. Nothing in this provision shall deny Oasis or Customer of any benefits obtained, or relieve them of any obligations, duties, and responsibilities incurred, prior to any assignment under this provision.

NEW JERSEY RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC AND NATURAL GAS TERMS OF SERVICE

LIMITATION OF LIABILITY: Customer will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. OASIS ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

WARRANTIES: OASIS ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC SUPPLY OR NATURAL GAS SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

FORCE MAJEURE: If either Party is rendered unable by Force Majeure to carry out, in whole or in part, its obligations under this Agreement and such Party gives notice and full details of the event to the other Party as soon as practicable after the event, then during the period of such Force Majeure, but no longer period, the obligations of the Party affected by the event (other than the obligation to make payments, then due or becoming due with respect to performance prior to the event) shall be excused to the extent required. The Party affected by the Force Majeure shall take all reasonable steps to remedy the effect of the Force Majeure event. Force Majeure shall mean any act or event that is beyond the reasonable control, and without the fault or negligence of, the Party whose performance under the Agreement is adversely affected, interrupted, or precluded by the event, including, without limitation, acts of God, strikes, lockouts or other industrial disputes or disturbances, acts of the public enemy, wars, terrorist acts, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, hurricanes, storms, and warnings for any of the foregoing which may necessitate the precautionary shut-down of distribution systems, natural gas facilities or other related facilities, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, sabotage, breakage or accidents to equipment, plants, facilities or transmission pipelines, the making of repairs or alterations to pipelines, plants, or equipment, inability to secure labor or materials, natural gas shortages, necessity for compliance with any court order, or any law, statute, ordinance, regulation or order promulgated by a governmental authority having or asserting jurisdiction, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations and any other causes, whether of the kind enumerated herein or otherwise, not reasonably within the control of the Party claiming suspension. The term "Force Majeure" shall also include any event of Force Majeure occurring with respect to the facilities or services of Company's service providers providing a service or providing any equipment, goods, supplies or other items necessary to the performance of such Party's obligations, and shall also include curtailment or interruption of deliveries or services by such third parties as a result of an event of Force Majeure hereunder.

AMENDMENTS: Oasis Energy may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Oasis Energy will supply Customer with a current version of this document annually and upon request.

COMPANY CONTACT INFORMATION: For questions regarding your terms or concerning your rate, please contact Oasis Energy using the contact information below:

OASIS ENERGY, 11152 Westheimer, Suite 901 Houston, TX 77042, Toll-Free: **1-800-324-3046**

customerconcerns@oasisenergy.com

Hours of Operation: M-F, 8:00 a.m. to 5:00 p.m. Eastern Standard Time

EMERGENCY CONTACT INFORMATION: For In the event of an electrical or emergency situation or when experiencing loss of electricity or poor power quality, Customer should contact its local utility at:

Public Service Electric and Gas

Emergencies or Power Outages: 1-800-436-7734

Jersey Central Power & Light (JCPL)

Report Outages: 1-800-662-3115

In the event of a natural gas emergency or if you smell gas or suspect there is a gas leak, Customer should leave the premises immediately and contact the local Utility at:

Public Service Electric and Gas

Emergencies or Power Outages: 1-800-436-7734

New Jersey Natural Gas

To report a gas leak: 1-800-427-5325

DEFINITIONS AND TERMS IN THIS AGREEMENT

Small Commercial Customer – PSEG Electric customers: nonresidential electric customer with a Rate Class "GLP". PSEG Gas Customers: nonresidential natural gas with a Rate Class "GSG".