



Wave Energy

Natural Gas Service Contract Summary

NATURAL GAS GENERATION SUPPLIER INFORMATION	Wave Energy Services www.waveenergyservices.com Toll-free: 866-802-WAVE (9283) cs@waveenergyservices.com 377 Valley Road, Suite 2520, Clifton, NJ 07013 Virginia Natural Gas Supplier License Number G-57
PRICE STRUCTURE	Variable with 1 month Intro Rate
GENERATION SUPPLY PRICE	\$00.849 per therm (\$8.49 per MCF)
STATEMENT REGARDING SAVINGS	Unless expressly stated in writing, there are no guaranteed savings
CONTRACT START DATE	Wave Energy will begin supplying your natural gas service on the next Utility meter read date after the Utility switches your account to Wave Energy.
CONTRACT TERM/LENGTH	1 month term then will renew on a month to month variable rate.
RENEWAL TERMS	Month to Month

Terms and Conditions: These Terms & Conditions, along with your Electronic Enrollment Verification, and/or Third Party Verification ("TPV") form your agreement ("Agreement") with Wave Energy Services, LLC ("Wave") for retail energy supply, and in entering the Agreement you have authorized Wave to serve as your retail natural gas supplier at the Service Address(es) given during the enrollment, subject to these Terms & Conditions and the eligibility requirements of your applicable Local Distribution Company(ies) ("LDC"). By entering this Agreement, you acknowledge that you are not required to choose a competitive supplier, that you are at least 18 years old, and you are fully authorized to enter into this Agreement to change your natural gas supplier. Wave is licensed by the Virginia State Corporation Commission to operate as a Competitive Service Provider (CSP) of natural gas. Wave is not affiliated with your LDC. Your LDC will continue to issue a single bill for its charges and Wave's charges. The LDC will still be responsible for the distribution of your natural gas, will respond to emergencies, and will remain your point of contact in the case of an outage. Entering this Agreement will not impact the reliability of your electricity/natural gas service.

Purchase of Natural Gas Supply Service: Wave Energy Services, LLC ("Wave Energy") agrees to sell, and you agree to buy, all of your natural gas for your home, or business, at the price and on the terms and conditions specified herein, in your Enrollment Form and Welcome Letter, or any renewal notice (collectively, the "Agreement"). Wave Energy's obligations under this Agreement are conditioned on you providing complete and accurate information and on you remaining a customer of your natural gas local distribution Utility ("Utility") throughout the term. Throughout this Agreement, the words "you" and "your" refer to the customer who has signed this Agreement. The words "we", "us" and "our" refer to Wave Energy.

CUSTOMER'S RIGHT TO CANCEL: You may cancel this Agreement, without penalty, prior to the close of business on the tenth (10th) day following the mailing of notice by the Utility. To cancel, call us at 866-802-WAVE (9283) or you may contact your Utility.

Term: The initial term length of this Agreement is specified in the Contract Summary ("Initial Term"). The Initial Term begins on our first day of Energy supply to you under this Agreement ("Start Date"), which typically begin at the next meter read date after the Utility processes your enrollment. Should the Start Date be delayed (for reasons such as the Agreement being improperly completed or incorrect information provided), we will use best efforts to resolve issues within our control. If the issues are outside of our control and the Start Date is delayed 90 days from the Agreement Date, we reserve the right to cancel this Agreement without penalty. We do not charge you any switching fees. If you currently have a Competitive Service Provider (CSP), they may charge you fees to switch to a different CSP. After the Initial Term, this Agreement will automatically renew for additional month-to-month renewal terms until terminated by Wave Energy or you as provided in the "Termination" section below.

Price. For each billing cycle, as determined by the Utility, the price the natural gas supplied under this Agreement will be as specified by the Price Plan in the Contract Summary, and described below. Admin fee of \$4.95 may apply. Your natural gas



supply service is estimated \$69.00 for the first month based on our intro rate of \$0.849 per therm (\$8.49 per MCF) and an average monthly usage of 75 therms (7.5 dekatherms) of natural gas. After your first month you will renew on a monthly variable rate that is determined by market conditions. Wave Energy's price for the natural gas does not include any tax, Utility distribution charge, or other Utility fee or charge.

Intro Rate: If you have chosen An Intro rate ("Intro Rate"), per your Contract Summary, your price is 0.849¢ /therm (\$8.49 per MCF) and is guaranteed not to change during the Initial Term unless as otherwise provided below. After the Initial Term of your Intro Rate you will renew on a variable rate.

Variable Rate: This rate is determined by current market conditions and can also fluctuate based on profit margins and market conditions such as global demand, production, inflation, and weather conditions.

Renewal: Upon completion of the Initial Term, this Agreement will renew on a variable rate. A notice will be sent to you informing you of your impending automatic renewal. This agreement will renew on a month-to-month variable rate. The notice will contain a copy of the Agreement with the proposed terms and it will inform you of your right to accept the Agreement terms and conditions. This Agreement shall automatically renewed with the revised terms and conditions (including any updated pricing) unless you cancel the renewal by notifying Wave Energy, and in such case this Agreement will terminate at the end of the then-current term and you will remain responsible for any unpaid balance as of the termination date but we will not assess a termination fee.

Billing and Payment: The cost of your natural gas supply service will be included on your bill from the Utility, and will be calculated by the price set forth in the "Price" section above (or, during any renewal period, under any revised price, terms and conditions as may be established as described in the "Renewal" section above) multiplied by your natural gas usage as measured by the Utility in therms during the applicable billing period. Your bill will include all applicable state, local, and use taxes. You agree and acknowledge that the Utility may provide Wave Energy your billing and payment information. Should the Utility cease billing you and/or commence billing us for any charges relating to you, we will bill to you and you will pay us for all such charges. You will be billed additional charges, including taxes and charges to transport the natural gas to your home or business, from the Utility consistent with its filed tariffs. You are responsible for paying any new or increased taxes imposed on us or you regarding transportation of the natural gas during the term of this Agreement. We will notify you if any new or increased taxes are imposed. Wave Energy reserves the right to change billing methods.

Late Fees: Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with the Utility's billing and late payment policies and procedures. In addition, you agree to pay us our costs incurred in collecting amounts owed us, including reasonable attorneys' fees and returned check charges.

Termination: Wave Energy may terminate this Agreement upon fourteen (14) days written notice due to nonpayment by you or upon forty-five (45) days written notice effective as of the end of the then-current term for any reason, in which case the Agreement will not automatically renew. Wave Energy may also terminate this Agreement upon forty-five (45) days of notice if due to a change in law or other act beyond our reasonable control, including without limitation the termination of your Utility's choice program, we are no longer able to serve you. You may switch to another supplier at any time and you may terminate this Agreement for any reason by notifying us. Upon any termination of this Agreement, you will return to receiving standard offer service from the Utility unless you have selected another supplier. The effective date of any termination will be the next applicable meter read date after expiration of the required notice period. Upon any termination, you will remain responsible for any unpaid balance as of the termination date plus any applicable termination fee. The delivery of natural gas to you cannot be terminated or interrupted by the Utility as a result of any dispute between Wave Energy and you but may be terminated by the Utility for nonpayment of Utility charges in accordance with applicable law. If the Utility purchases the receivables hereunder, such receivables become Utility charges for purposes of termination of service.

Assignment, Address Change: Wave Energy may, with an advance notice of at least 30 days assign, subcontract or delegate all or any part of our rights and/or obligations under this Agreement, including receivables hereunder, without your consent. You may not assign any of your rights or obligations under this Agreement without our prior written consent. You must notify us forty-five (45) days in advance of your move if you plan to move. If you move within the Utility's service area our Agreement will terminate and you will be required to return to Utility service for at least one month for service at your new address after which



period we would welcome the opportunity to serve you under a new Agreement at your new address. You will be responsible for paying for all natural gas supplied to your old address until the date this Agreement is terminated in accordance with its terms. You may not assign this agreement without prior written consent of the Company. Company reserves the right to sell, transfer, pledge or assign this Agreement and your account, and related revenues and proceeds for financial purposes or in connection with a sale. This agreement is binding upon the parties hereto and their respective successors and legal assigns.

Change in Law. Wave Energy may pass through or allocate, to you any increase in Wave Energy's costs related to the services under this Agreement that results from the implementation of new, or changes (including changes to pipeline or Utility transportation rates) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility or pipeline business practices or protocol, Utility or pipeline tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Any such increase may be reflected as an increased price or as a separate line item or invoice. We will send you a written notice prior to the implementation of any changes in this Agreement. If there is a Change in Law which results in Wave Energy being prevented, prohibited, or unduly troubled from carrying out the terms of this Agreement, Wave Energy may terminate this Agreement.

Information Release Authorization: Throughout the term, you authorize Wave Energy to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, historical and future natural gas usage, meter readings, and, when charges hereunder are included on your Utility bill, billing and payment information from the Utility. You also authorize Wave Energy to obtain from the Utility your standard offer service type, rate classification, and characteristics of natural gas supply service; provided, however, that you may rescind such authorization at any time by contacting Wave Energy at the contact number provided below. You authorize Wave Energy to release such information to third parties that need to know such information in connection with your natural gas supply service and to Wave Energy's affiliates and subcontractors.

Title to Natural Gas: Title to the natural gas will pass from Wave Energy to you when it is delivered by us to the Utility.

Dispute Resolution: Wave energy hopes to make you a satisfied customer, but if a concern or dispute under this Agreement then you should contact us by mail, email or telephone using our contact information in the Contract Summary above or Contact Information section below. Wave Energy will attempt to resolve the dispute in an efficient, fair and timely manner. If you are not satisfied after discussing your terms of service with Wave Energy, you may contact the Virginia Public Service Commission using the contact information is in Consumer Information section below. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION.

Class Action Waiver: By entering into this contract, you are giving up your right to arbitrate or litigate in court any dispute or claim as a class action or collective action, either as a class representative or member or collective action participant. You further agree that your rights as a consumer are neither waived nor impaired by virtue of proceeding in a non-class, non-consolidated and non-joint arbitration authorized under this agreement, nor shall proceeding in a non-class, non-collective impairment of your rights. In the event an arbitrator deems this class action waiver invalid, then the arbitration provision above shall be null and void.

Waiver of Right to Trial by Jury: In arbitration, each party expressly and irrevocably waives their right to a trial by jury of any dispute or claim arising out of or relating to this agreement, including claims arising under any federal state laws.

Limitation of Liability: The remedy in any claim or suit by you against Wave Energy will be limited to direct, actual damages. By entering into this agreement, you hereby waive any right to any other remedy. In no event will Wave Energy or any of its affiliates be liable for consequential, special, incidental or punitive damages. These limitations apply without regard to the cause of any liability or damage. Wave Energy is not liable for any loss or damage resulting from: (a) interruptions to, or shortages of, natural gas supply; or (b) errors in the quantity, quality and measurement of natural gas. These limitations apply without regard to the cause of any liability or damage.



Indemnification: You are responsible for, and will immediately indemnify Wave Energy against, any and all loss or damage resulting from: (a) your failure to fully comply with this Agreement; or (b) your use or misuse of natural gas after it is delivered to you.

Force Majeure: If something happens that is beyond our reasonable control that prevents us from performing our obligations under this Agreement, then we will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of natural gas distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under your or our control, such as the Utility.

Contact Information: Wave Energy Services, LLC's Virginia natural gas supplier license number is G-57. Contact us with any questions, or to resolve any disputes regarding this Agreement, by toll-free phone at 866-802-WAVE (9283), email at cs@waveenergyservices.com or by mail at Wave Energy, 377 Valley Road, Suite 2520, Clifton, NJ 07013.

Emergency: For emergencies relating to your service, please contact your Utility at: Columbia Gas at 800-544-5606, or Washington Gas at 844-927-4427.

Consumer Information: For more information regarding deregulation please contact the Virginia State Corporation Commission at 800-552-7945 or on the web at <https://www.scc.virginia.gov/pages/Choosing-an-Energy-Supplier>.