

## New Jersey Disclosure Statement for Residential Gas Customers

### Third Party Supplier Contract Summary

Third Party Supplier (“TPS”) Information: <b>By entering into this contract, you are agreeing to purchase your natural gas supply from this supplier</b>	Vista Energy Marketing, L.P. 4306 Yoakum, Suite 600, Houston, TX 77006 888-508-4782; <a href="http://www.vistaenergymarketing.com">www.vistaenergymarketing.com</a> GSL-0131 Vista Energy is responsible for your natural gas commodity supply.
Price Structure	Fixed – for the length of time specified below for “Contract Term/Length”, then converts to Variable month-to-month unless you choose another Fixed rate plan (see “Renewal Terms” below). Variable rate products can change every month based on a number of factors, including weather patterns and market conditions, and are not tied to any index. There are no caps on variable rate pricing.
Natural Gas Supply Price	1.099 per therm.
Statement Regarding Savings	Your supply price may not always provide savings for you.
Amount of time required to change from TPS back to default service or to another TPS	Depending on your utility’s switching processes; it may take up to 1-2 billing cycles to switch back to the utility or another TPS if you cancel service with Vista Energy.
Incentives	None.
Right to Cancel/Rescind	You will have seven calendar days from the date of the LDC’s confirmation notice to contact the utility to cancel the Agreement.
Contract Start Date	Supply service from Vista Energy will start with the next available meter read date as determined by your utility.
Contract Term/Length	12 months (Initial Term).
Cancellation/Early Termination Fees	\$0 for cancellation prior to the expiration of a Fixed Rate Plan.
Renewal Terms	Written notification provided 30 days prior to expiration of Fixed Rate Plan. If you do not choose another Fixed Price, service continues under a month-to-month Variable Rate plan.
Distribution Company Information	PSE&G’s emergency and customer service number is 800-436-7734. PSE&G is your local distribution company. <a href="http://www.pseg.com">www.pseg.com</a> The local distribution company (LDC) will continue to deliver your natural gas and you will continue to pay them for this service. You should call the LDC in the event of any emergencies or outages using the number above.

**LLAME A VISTA ENERGY AL 1-888-508-4782 PARA SOLICITAR UN RESUMEN DEL CONTRATO EN ESPAÑOL**

## NEW JERSEY RESIDENTIAL TERMS AND CONDITIONS

1. **NATURAL GAS SALES AGREEMENT:** These Terms and Conditions between Vista Energy Marketing, L.P. (“Seller”) and the Buyer identified during enrollment (“Buyer”) along with the Welcome Letter sent to the Buyer sets forth the Entire Agreement (“Agreement”) in which the Buyer will purchase natural gas from the Seller. This Agreement and its obligations herein are subject to credit approval of Buyer prior to initial delivery of natural gas and throughout the term of this Agreement. The Seller is a natural gas supplier licensed by the New Jersey Board of Public Utilities (“BPU”). Seller’s BPU License number is GSL-0131. The purpose of this Agreement is to authorize a change in Buyer’s natural gas supplier. The Seller determines the commodity prices and fees that Buyer pays. PSE&G delivers all natural gas to Buyer. The Federal Energy Regulatory Commission regulates pipeline transmission rates. The BPU regulates distribution rates.

2. **CONTACT INFORMATION AND CUSTOMER SERVICE:** Buyer may contact Seller with any questions, comments, concerns, or complaints regarding any products the Seller offers. Please contact Seller by calling toll free 1-888-508-4782, on the Seller’s website at [www.vistaenergymarketing.com](http://www.vistaenergymarketing.com), or by writing to Seller at 4306 Yoakum, Suite 600, Houston, Texas 77006, or by emailing Seller at [customerservice@vistaenergymarketing.com](mailto:customerservice@vistaenergymarketing.com). If the Buyer is not satisfied with the Seller’s response, Buyer may contact the BPU’s Division of Customer Assistance at 1-800-624-0241. Buyer may also visit the BPU’s website at [www.state.nj.us/bpu](http://www.state.nj.us/bpu).

3. **RIGHT OF RESCISSION:** A Residential customer may rescind this agreement within seven (7) calendar days after the listed date on the PSE&G written notice of your switch to Seller.

4. **RATE PLANS:** Buyer will pay their invoice for natural gas usage to PSE&G. Buyer’s invoice will be calculated by multiplying the price per therm of gas used determined by the Buyer’s rate plan as described in the Welcome Letter by the amount of gas used during the billing cycle plus any and all applicable taxes, fees, and charges invoiced by PSE&G for transportation, distribution, and other services. Buyer understands that their total Rate Plan charges may be higher or lower than what the Buyer would have paid for utility service during the same time period with PSE&G. Seller does not offer budget billing. Buyer may contact PSE&G for information on PSE&G’s budget billing plans.

- **Variable Rate Plan** – Buyer’s rate is calculated month to month and is based on the current market price for natural gas plus other costs such as transportation, utility, New Jersey sales and use taxes, and other charges. Variable rates may change monthly based on a number of factors, including weather and market conditions. Seller’s variable rate product is not tied to any index and is not capped.
- **Fixed Rate Plan** – Buyer’s rate is fixed for the term of the Agreement as specified in the Welcome Letter.
- **Winter Fixed & Summer Variable Plan** – Buyer’s rate is fixed for the November to March term of the Agreement as described in the Welcome Letter. Buyer’s rate for the April to October term of the Agreement will be the Variable Rate Plan.
- **Immediate Savings Plan** – Buyer’s rate will be a noted percentage off of the PSE&G Gas Commodity Charge. Both the discounted term and the percentage off will be specified in the Welcome Letter. For the remainder of the Agreement the Buyer’s rate will be the Variable Rate Plan.
- **Free Month of Gas Plan** – Buyer’s rate is calculated month to month and is based on the current market price for natural gas plus other costs such as transportation, utility, New Jersey sales and use taxes, and other charges. After completion of 6 consecutive billing cycles, if customer’s account is paid in full with no outstanding balance(s) due Vista from customer, customer must complete the rebate form supplied in the Welcome Letter along with a copy of the 6<sup>th</sup> invoice, and the customer will be mailed, to the customer’s address of record, a check equal to the customer’s respective Gas Commodity Charges for that 6<sup>th</sup> invoice. Any charges related with the PSE&G invoice such as transportation, distribution, customer charges, and taxes will not be reimbursed. This offer is for the commodity portion of your invoice only.

5. **TERM AND RENEWAL:** This Contract shall be effective when PSE&G accepts the Buyer into the Energy Choice Program and shall remain in effect through the Initial Term. Initial term will be shown on the Welcome Letter. Prior to the end of the Initial Term, Seller may send Buyer a renewal offer (“Renewal Notice”) to the service address on record with a new Rate and Term. The Buyer may reject the Renewal Notice and this Agreement will end after the Initial Term is completed. If the Buyer wishes to discontinue the program they must notify the Seller within thirty (30) days of the postmarked date on the Renewal Notice. Seller will send Buyer a confirmation letter after the thirty (30) days have expired. If the Seller does not send out a Renewal Notice to Buyer, then this Agreement will renew automatically on a month to month term and the Buyer will be placed on the Variable Rate Plan. This Agreement may be terminated by either party by providing written notice to the other party thirty (30) days prior to the end of the Initial Term or subsequent renewal term.

6. **BILLING AND PAYMENT:** PSE&G will continue to invoice Buyer for all natural gas, distribution, applicable taxes or any other charges as mandated by the State of New Jersey or Local Municipality. PSE&G will invoice Buyer for all gas volumes consumed by Buyer in accordance with the meter read information received from PSE&G. The Buyer must be eligible for consolidated billing by PSE&G. If

the Buyer is not eligible, the buyer will be required to have that restriction removed by PSE&G prior to the Seller enrolling and serving gas to the Buyer. Buyer's payment terms and late payment terms will be governed by the terms of the PSE&G tariff. If PSE&G no longer provides consolidated billing at any time during the Initial term or any renewal term, the Buyer will be billed by the Seller for any charges due to the Seller. If the Buyer disputes the amount of any such invoice (from PSE&G or Seller) or any part thereof Buyer will pay such amount as it concedes to be correct. Seller will not pay or arrange for payment of any outstanding debts owed by the Buyer to PSE&G or a previous natural gas supplier.

7. **TAXES:** The Buyer's price is inclusive of sales and use tax. The Buyer is responsible for all other applicable taxes, distribution charges, and other utility charges and will reimburse Seller if the seller is required to remit such Taxes in connection with this Agreement.

8. **EARLY TERMINATION AND CANCELLATION:** There is no charge for starting or stopping gas supply service within the terms of the Agreement, although residential customers will pay an early termination fee if you cancel this Agreement prior to the end of the Initial Term or subsequent renewal term, unless the Seller waives the early termination fee or states otherwise in the Welcome Letter. The early termination fee will not be charged if the Buyer has canceled this Agreement within seven (7) calendar days after the listed date on the PSE&G written notice of your switch to Seller. Buyer may also cancel this Agreement with 48 hour notice without any penalty as a result of relocation within or outside PSE&G's service territory (provided they provide reasonable evidence that they are no longer at the location and can provide a new address), disability that renders the Buyer unable to pay the Seller and/or the Buyer's death. The Buyer is responsible for all charges incurred up to the cancellation date. The Seller may cancel this Agreement for non-payment when notified by PSE&G that the Buyer's account will be switched to dual-billing due to non-payment, or for any other breach of this Agreement or for any reason at all by sending the Buyer thirty (30) days prior written notice of such cancellation.

9. **REGULATION AND REGULATORY EVENTS:** Buyer and Seller agree that the purchase and sale of natural gas is and shall remain subject to any existing or future changes made by the applicable utility company or associated pipeline company. Further, this Agreement is subject to any and all existing and future valid laws, orders, directives, rules and regulations of the regulatory bodies having jurisdiction over the parties and this transaction. In the event a Regulatory Event causes Seller to directly or indirectly incur any capital, operating, commodity or other costs relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Seller shall be permitted to pass through such costs to Buyer.

10. **INFORMATION RELEASE AND AUTHORIZATION:** The Buyer hereby designates the Seller as their authorized agent and authorizes the Seller to obtain credit history, billing history, payment history, and historical usage. The Buyer authorizes the release of this information by acceptance of this Agreement. This authorization is in effect for the Initial Term and any subsequent renewal term. Buyer may send in written notice to seller to rescind authorization.

11. **FORCE MAJEURE:** The Seller will be excused for performance under this Agreement for events of Force Majeure declared by PSE&G or the Seller. Force Majeure is defined as causes beyond the reasonable control of PSE&G and the Seller. Force Majeure events include, but are not limited to, acts of God, terrorism, sabotage, and natural occurrences.

12. **SEVERABILITY AND ASSIGNMENT:** If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision of the Agreement. Neither party may assign this Agreement without the prior written consent of the other party, except that Seller, without the consent of Buyer, may assign the Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement. Seller will provide Buyer with at least 30 days' written notice in advance of any assignment of this Agreement. This written notice will explain Buyer's options to remain on the current contract, choose another supplier of natural gas, or return to LDC service prior to assignment.

13. **GOVERNING LAW:** The laws of the State of New Jersey govern this Agreement.

14. **LIMITATION OF LIABILITY AND WARRANTIES:** SELLER WILL NOT BE LIABLE FOR ANY TYPE OF SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THE RESULT OF NEGLIGENCE. ALL OTHER LIABILITY WILL BE LIMITED TO ACTUAL DAMAGES ONLY, AND WILL BE THE EXCLUSIVE REMEDY. BUYER WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY AND THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. ALL NATURAL GAS SOLD HEREUNDER IS PROVIDED "AS IS". SELLER DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESSED OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW 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.

15. **MANDATORY ARBITRATION:** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement of the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA") under the AAA commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transition involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein for enforcement of this clause or of the arbitrator's award. Any such suit may be brought only in Federal District Court for the district in which You are located,

or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to actions contemplated in the "Class Action Waiver" section below.

BINDING ARBITRATION MEANS THAT YOU WAIVE: (1) ANY RIGHT TO A JURY TRIAL; (2) ANY RIGHT TO BRING A LAWSUIT IN A COURT; AND (3) ANY RIGHT TO SEEK RELIEF IN ANY OTHER FORUM (WITH THE EXCEPTION OF A COMPLAINT FILED WITH THE BOARD OF PUBLIC UTILITIES). ANY CLAIM NOT RESOLVED BEFORE THE BOARD OF PUBLIC UTILITIES WILL BE DECIDED BY AN ARBITRATOR SELECTED AS SET FORTH ABOVE.

16. **CLASS ACTION WAIVER:** Any Claim permissible herein must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). Each of the parties expressly waives any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

YOU AND VEM AGREE THAT NO CLASS ACTION LAWSUIT OR CLASS ACTION ARBITRATION OF ANY TYPE MAY BE PURSUED BY OR ON YOUR BEHALF OR ORDERED BY A COURT OF ARBITRATOR(S) UNDER THIS AGREEMENT, AND IN ADDITION, THAT THERE SHALL BE NO JOINDER OF PARTIES. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO BINDING ARBITRATION YOU AND VEM WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS ACTION ARBITRATION REGARDING ANY CLAIM. NOTWITHSTANDING THE FOREGOING, THE RIGHT TO BRING A CIVIL ACTION IN A COURT OF COMPETENT JURISDICTION TO ENFORCE THE NEW JERSEY TRUTH IN CONSUMER CONTRACT, WARRANTY AND NOTICE ACT, N.J.S.A. 56:12-14 ET SEQ., IS NOT WAIVED IN NEW JERSEY.

17. **EMERGENCY:** BUYER SHOULD CONTACT PSE&G AT 1-800-436-7734 FOR ISSUES REGARDING EMERGENCIES (E.G. GAS ODOR AND LEAKS), PSE&G RATES, METERING, OR OTHER CUSTOMER-SERVICE-RELATED ISSUES REGARDING YOUR PSE&G SERVICE. BUYER MAY ALSO CONTACT PSE&G ON THE WEB AT [WWW.PSEG.COM](http://WWW.PSEG.COM).

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