1. **SALES** – You and Infinite Energy, Inc. ("Infinite Energy") (collectively “the Parties” and individually, “Party”) agree that these terms and conditions shall apply to the Infinite Advance rate You selected during Your verbal enrollment ("Enrollment") or on the Georgia Residential Natural Gas Sales Agreement (collectively, the “Agreement”). Infinite Energy shall sell and You shall purchase natural gas as specified in this Agreement. This Agreement is for the purchase and sale of natural gas, and it is conditioned upon all applicable Georgia law, Public Service Commission (PSC) Rules and the Atlanta Gas Light Company ("AGL") Tariff on file with the PSC.

2. **TERM** – This Agreement shall be for a one month term and then shall continue on a month to month basis until either Party cancels the Agreement as provided within. You may cancel this agreement at any time without penalty.

3. **INFINITE ADVANCE RATE** – The Infinite Advance rate as of today is $___/therm. The Infinite Advance rate includes the full cost of the natural gas, all interstate transportation, and Infinite Energy's risk exposure and profit, it does not include the charges that are assessed and passed through pursuant to Paragraph 4 below. The Infinite Advance rate is subject to change on a monthly basis, and can change as a result of any number of variable factors. The single largest factor for a change in the rate is the cost at which Infinite Energy is able to obtain the gas. Other factors that may also affect the price include: regulations, market factors, storms, supplies, cost of transportation, weather, cost of storage, and risk exposure. Your anticipated start date is __/__/____ and is subject to processing and AGL’s tariff and procedures.

4. **OTHER CHARGES** – The Infinite Advance rate does not include state and local sales taxes that may vary by county. It also does not include any associated AGL baseload, intrastate transportation or connection charges. All of these other charges will be passed through to You without markup.
   a. Infinite Energy will assess You a monthly Service Charge. This charge may vary based on credit criteria, payment history and/or individual service requirements. Your Service charge is $___.
   b. You may be assessed up to a $60 service connection charge, of which $25 is an AGL pass-through charge, if You are establishing new service or reconnection service with Infinite Energy.
   c. If You are a seasonal customer or request a meter set, an additional charge of $25 will be assessed by AGL and charged to You without markup.
   d. You may be assessed a nonrefundable fee for any payment to Your account that is not accepted for its full amount, including insufficient funds associated with a check payment. The fee is $30 or the maximum amount allowed by law.

5. **CREDIT** – You shall provide, both before service under the Agreement begins or at such other time as mutually agreed to by the Parties, and during the term of the Agreement, credit arrangements satisfactory to Infinite Energy. All payments received from You by Infinite Energy will be first applied to any outstanding amounts that You have agreed to pay. No person who uses natural gas primarily for personal family or household purposes will be required to pay a deposit in excess of $150.00. Infinite Advance does not require a deposit to initiate service. In the event You select a different plan other than Infinite Advance or qualify for a specific promotion offered by Infinite Energy, a credit check may be performed to determine creditworthiness and a deposit not to exceed $150 may apply. Infinite Energy may deny You activation or reconnection of service based on credit criteria that may include, without limitation, Your credit score, Your payment history with Infinite Energy, delinquent balances on previous accounts with Infinite Energy, or a combination of any of these factors. Infinite Energy does not discriminate against applicants on the basis of race, color, religion, national origin, sex, marital status, or age. Infinite Energy applies deposit and credit requirements, service denials and terminations, and deferred payment provisions fairly to all customers.

6. **PREPAYMENT** – You shall provide, before service under the Agreement begins, full prepayment for the estimated amount of gas to be used by You, and any associated charges, during the term of the Agreement and until the Agreement is cancelled as provided within. The number of therms of prepaid natural gas will be estimated by Infinite Energy, in its sole discretion, and multiplied by the Infinite Advance rate plus the estimated base charges passed on to You from AGL. You recognize that this calculation is based on the average historical usage and that actual usage and billing may vary greatly.

7. **BILLING** – Infinite Energy will bill You monthly in advance for natural gas supply and all other associated charges. Your bill will be due 20 days after the bill date. Infinite Energy will calculate bills based on projected usage and
meter readings received from AGL. If no meter data is forwarded to Infinite Energy, Infinite Energy may send an estimated bill. Infinite Energy reserves the right to include an adjustment on your bill to true up any difference between your projected charges and your actual charges for prior periods. If there is a positive balance at the time of Your last true up and final bill, Infinite Energy will send you any account credit within 60 days. Any late payments or partial payments will be subject to a late fee equal to the greater of $10 or 1.5% of the outstanding balance will be applied to the account if a payment is not received by the due date, unless the past due amount is less than $30.00. Bills that remain unpaid are subject to additional late charges and/or service disconnection. In the event of a disconnection for non-payment, You are subject to a $25.00 disconnection fee, plus any applicable reconnection fee as charged by AGL, which is currently $25.00. You can pay Your bill by mailing it to Infinite Energy, Inc., P.O. Box 791263, Baltimore, MD 21279-1263. Alternatively, Infinite Energy provides other payment options, including the ability to pay in cash through any Western Union location. Should You need assistance in finding a Western Union location near You, please feel free to call Infinite Energy. To enroll in recurring credit card or ACH payment, please call us or visit our website at www.infiniteenergy.com.

8. PAYMENT – Payments remitted to Infinite Energy will be processed within one (1) business day of receipt. In the event of a pending disconnection, the payment will be transmitted to AGL within one (1) business day of receipt. If You are approved for LIHEAP or any other energy assistance program, You must notify Infinite Energy with a written notification from the agency or program indicating, at a minimum, name, address, approved assistance amount, and date when payment will be remitted to Infinite Energy.

9. PAYMENT OPTIONS - Infinite Energy offers the following options to pay Your bill:
   a. Mail check or money order to Infinite Energy, P.O. Box 791263, Baltimore MD 21279-1263. Your payment may take up to seven business days to be processed.
   b. Pay in cash through any Western Union location. Should You need assistance in finding a Western Union location near You, please feel free to call Infinite Energy within the Atlanta Metro Area at (770) 661-1870, or outside Metro Atlanta, Toll Free at (877) 342-5434. Western Union charges a processing fee for this service. Depending on the service you choose, delivery time to Infinite Energy will vary, up to seven business days.
   c. Enroll in recurring credit card or ACH payment. Please call us or visit our website at www.InfiniteEnergy.com to enroll. This service is currently offered free of charge. Infinite Energy will notify You if a change occurs prior to charging Your account.
   d. Online payment through Your checking or savings account. You must register for online bill payment at www.InfiniteEnergy.com. You must have a copy of a recent Infinite bill so You can enter Your account number and name as they appear on Your bill.
   e. Pay Your gas bill automatically using Your checking or savings account or Your VISA, MasterCard, or certain ATM/debit cards using automated telephone pay service. One time credit card and ACH payments may take up to two business days to be processed. A nominal fee may be charged for each payment.

10. ELECTRONIC BILLING - Infinite Energy may offer You the ability to receive electronic bills in lieu of paper bills. You will receive an e-mail notification at least twenty (20) days before the due date of the bill. The notification will contain a link to our website where Your bill can be viewed. To enroll in electronic billing, You must complete a request at www.InfiniteEnergy.com.

11. PROMOTIONAL RATES AND OFFERS – Infinite Energy may offer promotional rates or offers from time to time that may include unique pricing rates and/or features. To qualify for a specific promotion, Your order must be placed during the specified promotion period. Offers are limited to new customers, unless otherwise indicated. You remain responsible for all AGL charges, taxes, late fees, service fees, and any other charges associated with Your natural gas service with Infinite Energy. If You elect to participate in a specific promotion, Infinite Energy may perform a credit check to determine creditworthiness. Prepayment may not be available with other promotional rates or offers and a deposit may apply. If You have any questions related to Your promotional offer, please contact Customer Service.

12. CONDITIONAL PAYMENTS – Any form of payment that You send us for less than the full balance due that is marked “paid in full” or contains a similar notation, or that You otherwise tender in full satisfaction of a disputed amount, must be sent to Infinite Energy, Inc., Attn: Legal Department, 7001 SW 24th Avenue, Gainesville, Florida, 32607. Infinite Energy reserves all rights regarding these payments (i.e. it is determined there is no valid dispute
or if any such payment is received at any other address, Infinite may accept that payment and You will still owe
any remaining balance). Infinite Energy may also refuse to accept any such payment by returning it to You, not
cashing it or destroying it. All other payments that You make should be sent to the appropriate payment address.

13. TITLES AND TAXES – Title to the natural gas shall pass from Infinite Energy to You at Your meter. The rate
charged to You under this Agreement does not include state or local taxes. You will be billed for any such state
and local taxes imposed upon the sale of natural gas to You. The rate does not include any local distribution
company charges that will be passed through to You and will be separately stated on Infinite Energy’s invoices to
You. Before or when this Agreement commences, You shall give to Infinite Energy, where applicable, any
certificates in regard to tax exemptions related to the natural gas to be sold.

14. FORCE MAJEURE – Neither Party shall be liable to the other for any delay or failure to perform caused by an
occurrence of Force Majeure. Force Majeure occurrences include events outside the control of the Party claiming
Force Majeure, and may include acts of God, strikes, lockouts or other industrial disturbances, acts of public
enemy, wars, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires,
hurricanes, storms, floods, washouts, civil disturbances, explosions, accidents to machinery or lines of pipe, the
loss or failure of Seller’s gas supply due to Force Majeure, and actions of any government authority which result in
conditions, limitations, rules, or regulations that materially impair either Party’s ability to perform hereunder, and
which could not have been prevented by the affected Party through its own due diligence; or any similar cause
beyond the control of the Party failing to perform.

15. LIMITATION OF LIABILITY - Except as otherwise set forth in O.C.G.A. § 46-4-160.5(a), Infinite Energy’s liability in
connection with this Agreement shall in no event exceed the difference between the reasonable price of replacing
any undelivered natural gas and its price under this Agreement. Neither Party shall be liable to the other for any
indirect, special, or punitive damages arising from a breach of this Agreement.

16. NO WARRANTIES – Except as expressly set forth herein, Infinite Energy makes, and You receive, no warranty,
express, implied or statutory, and INFINITE ENERGY SPECIFICALLY DISCLAIMS ANY WARRANTY OF
MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17. ASSIGNMENT, CHANGES TO TERMS – The terms and conditions of this Agreement shall extend to and be
binding upon the respective successors and assigns of the Parties. You may only assign this Agreement with the
express prior written consent of Infinite Energy, and any purported assignment without such consent shall be void
and You shall remain primarily liable under these terms and conditions. Any proposed change to these terms and
conditions, including assignment to another marketer, will be communicated to You in a way that will clearly
explain Your options, specifically including Your option to seek another Marketer at that time.

18. ENTIRE AGREEMENT – This Agreement sets forth the entire agreement between You and Infinite Energy. All
prior agreements, understandings, and representations, whether oral or written, are superseded by this
Agreement.

19. NO WAIVER – No waiver of any right under this Agreement shall be effective unless it is in writing and signed by
an authorized representative of the Party granting such waiver and any such waiver shall be effective only with
respect to the particular event expressly referred to in such writing.

20. GOVERNING LAW – This Agreement shall be governed by and construed in accordance with the laws of the
State of Georgia without recourse to such state’s choice of law rules. Venue for resolution of any dispute shall be
located in Atlanta, Georgia. This Agreement is subject to valid legislation and to all existing and future orders,
rules, and regulations of authorities having jurisdiction over the Parties or a Party.

21. DISPUTED BILLS – If You dispute a bill, You shall notify Infinite Energy in writing or by telephone, within 60 days
of the bill date, of the reason for the dispute at the address or telephone numbers provided within. You agree to
provide Infinite Energy twenty (20) days following Your notice to Infinite Energy of Your dispute prior to taking legal
action with regard to the disputed portion of the bill in order for Infinite Energy to resolve your dispute. Resolution
of disputes involving amounts within the jurisdiction of the Magistrate Court shall be held in that Court. Infinite
Energy will notify You of the results of the investigation verbally, or in writing if requested. Once the matter is
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considered closed by Infinite Energy, You will be responsible for paying the disputed balance on the account. During the period the billing error is being disputed, Infinite Energy shall neither impose a late fee or penalty on the disputed amount nor initiate an action to disconnect the customer’s service or collect on the past due balance, if the disputed amount constitutes the total amount of the past due balance. If You are not satisfied with the resolution provided by Infinite Energy, You have the right to contact the Georgia Public Service Commission. The Georgia Public Service Commission can be reached within the Atlanta Metro Area at (404) 656-4501 or outside Metro Atlanta, Toll Free at (800) 282-5813.

22. CANCELLATION – A consumer shall have a three-day right of rescission following the receipt of this disclosure at the time of initiating service or when informed of a change in terms or conditions. You, the consumer, may cancel in writing, by phone or electronically by contacting Infinite Energy. If You desire to cancel Your contract after this three-day period, please contact Customer Service and/or please send a cancellation request at least thirty (30) days prior to the final day of service to: Infinite Energy, Inc., Attn: Customer Service, 7001 SW 24th Ave., Gainesville, FL 32607. Your cancellation will be confirmed verbally by one of our representatives. All outstanding charges on the account remain Your responsibility.

23. SWITCHING TO ANOTHER MARKETER – Infinite Energy will not interfere with Your right to seek and obtain commodity and transportation service from any other natural gas marketer.

24. INITIATION AND TERMINATION OF SERVICE - You must be at least 18 years old to establish an account. When establishing gas service at a new address, You should contact Infinite Energy to establish Your account and to request a date and time for AGL to connect Your gas. Infinite Energy is not responsible for written or electronic correspondence sent to the wrong address. If you fail to notify Infinite Energy of Your request to terminate service, service will continue until such notice is received. In either case, You will be responsible for paying all charges until the time of termination. Infinite Energy reserves the right to deny service, limit availability of price plans, or request a deposit based on delinquent payment history and/or failure to meet credit requirements.

25. CANCELLATION/DISCONNECTION FOR NON-PAYMENT – Infinite Energy reserves the right to cancel service under this Agreement for non-payment of any bill and will provide at least 15 days written notice prior to any disconnection, this notice will be included in each bill. Your service will be subject to disconnection if a bill is not paid in full within 25 days from the bill date. You will be offered one reasonable payment arrangement in writing, before Your gas is disconnected. In the event of a disconnection for non-payment, You are subject to a $25.00 disconnection fee, plus any applicable reconnection fee as charged by AGL, which is currently $25.00. In the event that service is cancelled due to non-payment, You will be billed for all outstanding balances, other damages (if any), and any other costs incurred, including, without limitation, collection agency fees, attorney's fees, costs of litigation and all other costs of collecting such outstanding balances. Infinite Energy will report unpaid balances to the three national credit bureaus. At no time will Infinite Energy disconnect You for Your failure to pay any other marketer that You may have used for Your natural gas service. Notwithstanding the foregoing, Infinite Energy will not disconnect Your natural gas service if the reason Your bill is 45 days past due results from Infinite Energy’s failure to send Your bill in a timely manner.

26. PRIVACY INFORMATION - Any information pertaining to You collected by Infinite Energy during this Agreement shall be kept confidential unless disclosure is required by any governmental agency with jurisdiction over this Agreement, or by operation of law.

27. CUSTOMER SERVICE – For any questions, comments or if You need assistance, please contact Infinite Energy at the following numbers: Within the Atlanta Metro Area at (770) 661-1870, or outside Metro Atlanta, Toll Free at (877) 342-5434. You can also visit us on the web at www.InfiniteEnergy.com.

28. CONSUMER’S RIGHTS – You have the right to contact the Georgia Public Service Commission. The Georgia Public Service Commission can be reached within the Atlanta Metro Area at (404) 656-4501 or outside Metro Atlanta, Toll Free at (800) 282-5813 or in writing at 244 Washington Street Atlanta, GA 30334 and at gapsc@psc.state.ga.us.
29. ASSISTANCE WITH YOUR BILL – For questions or comments about Your bill, please contact Infinite Energy’s Customer Service department at the numbers provided above. If You need help paying Your bill, You may contact the Low Income Home Energy Assistance Program Administered by the Georgia Department of Human Resources at any of the following numbers: (800) 869-1150; (404) 657-3426; or (404) 657-3427.

30. CHANGES TO TERMS AND CONDITIONS – Infinite Energy reserves the right to change these Terms and Conditions at any time. We will notify You of any changes with prior written notice at least 25 days prior to implementation.