

**ATLANTIC ENERGY MD, LLC  
DISTRICT OF COLUMBIA CUSTOMER CONTRACT  
ELECTRIC GENERATION SUPPLIER CONTRACT SUMMARY**

<b>Electricity Supplier Information</b>	<p>Atlantic Energy MD, LLC ("Atlantic")   (800) 917-9133   <a href="http://www.atlanticenergyco.com">www.atlanticenergyco.com</a>   <a href="mailto:Info@Atlanticenergyco.com">Info@Atlanticenergyco.com</a>   P.O. Box 7780, Spring, TX 77387   Electric Supplier License Number: EA 2016-17</p> <p>You have chosen Atlantic as your electricity supplier. Atlantic is not affiliated with your utility. Atlantic is responsible for the electricity generation charges on your bill. These charges will appear on your utility bills separate and apart from your utility's distribution charges for delivering your electricity.</p>
<b>Price Structure</b>	<<Fixed.>>
<b>Electricity Generation/Supply Price</b>	<<x.xx>> cents per kWh.
<b>Statement Regarding Savings</b>	Atlantic's electricity price may be higher or lower than the utility's price in any given month, and there is no guarantee of savings.
<b>Incentives</b>	<<None OR See Attached AE Connect Addendum.>>
<b>Agreement Start Date</b>	Atlantic will begin furnishing electricity supply on the date set by your utility.
<b>Agreement Term/Length</b>	<<xx>> months.
<b>Cancellation/Early Termination Fees</b>	<<None. Customer may cancel the agreement at any time with no penalty or cancellation fee. OR Yes, if you cancel this Agreement prior to the end of its term, you will be charged a fee of <<\$xx>>>>.
<b>Renewal</b>	After the expiration of the Term, this Agreement will continue on a month-to-month variable rate and will continue until canceled by either Us or You in accordance with the "Term" section of the Terms of Service below.
<b>Right of Rescission</b>	You may rescind this Agreement within three (3) business days after receiving this Agreement by contacting Atlantic by phone at (800) 917-9133 or by email at <a href="mailto:info@atlanticenergyco.com">info@atlanticenergyco.com</a> .
<b>Utility Information</b>	<p>While Atlantic is responsible for your electric supply, your utility will continue to deliver the electricity and will charge delivery and other service charges. Please contact your utility in the event of an emergency such as a power outage. The contact information for your utility is as follows:</p> <p><u>PEPCO</u> Emergency Contact: 1-877-737-2662   Customer Service Contact: 1-202-833-7500</p>

**ATLANTIC ENERGY MD, LLC  
DISTRICT OF COLUMBIA CUSTOMER CONTRACT  
NATURAL GAS SUPPLIER CONTRACT SUMMARY**

<b>Gas Supplier Information</b>	<p>Atlantic Energy MD, LLC (“Atlantic”)   (800) 917-9133   <a href="http://www.atlanticenergyco.com">www.atlanticenergyco.com</a>   <a href="mailto:Info@Atlanticenergyco.com">Info@Atlanticenergyco.com</a>   P.O. Box 7780, Spring, TX 77387   Natural Gas Supplier License Number: GA 2016-06</p> <p>You have chosen Atlantic as your natural gas supplier. Atlantic is not affiliated with your utility. Atlantic is responsible for the natural gas supply charges on your bill. These charges will appear on your utility bills separate and apart from your utility’s distribution charges for delivering natural gas.</p>
<b>Price Structure</b>	Intro to variable.
<b>Natural Gas Supply Price</b>	<<x.xx>> cents per therm, plus taxes and fees if applicable (“Smart Rate”).
<b>Statement Regarding Savings</b>	Atlantic’s natural gas price may be higher or lower than the utility’s price in any given month, and there is no guarantee of savings.
<b>Agreement Start Date</b>	Atlantic will begin furnishing natural gas supply on the date set by your utility.
<b>Agreement Term/Length</b>	This Agreement will continue until terminated by either Us or You in accordance with the “Term” section of the Terms of Service.
<b>Cancellation/Early Termination Fees</b>	<<None. Customer may cancel the agreement at any time with no penalty or cancellation fee. OR Yes, if you cancel this Agreement prior to the end of its term, you will be charged a fee of <<\$xx>>>>.
<b>Renewal</b>	After the expiration of the Term, this Agreement will continue on a month-to-month variable rate and will continue until canceled by either Us or You in accordance with the “Term” section of the Terms of Service below.
<b>Right of Rescission</b>	You may rescind this Agreement within three (3) business days after receiving this Agreement by contacting Atlantic by phone at (800) 917-9133 or by email at <a href="mailto:info@atlanticenergyco.com">info@atlanticenergyco.com</a> .
<b>Utility Information</b>	<p>While Atlantic is responsible for your natural gas supply, your utility will continue to deliver natural gas and will charge delivery and other service charges. Please contact your utility in the event of an emergency. The contact information for your utility is as follows:</p> <p><u>Washington Gas</u> Emergency Contact: 1-888-752-7520   Customer Service Contact: 1-703-750-1000</p>

## ATLANTIC ENERGY MD, LLC DISTRICT OF COLUMBIA THIRD PARTY SUPPLIER CUSTOMER CONTRACT TERMS OF SERVICE

**Agreement to Sell and Purchase Energy.** This is an agreement between Atlantic Energy MD, LLC (“Atlantic”, “Us”, “Our”, “We”), an independent third party electricity and natural gas supplier, and the undersigned customer (“Customer” or “You” or “Your”) authorizing a change in Customer’s Third Party Supplier (“TPS”) (the “Agreement”). Atlantic is licensed by the District of Columbia Public Service Commission (“PSC”) as a competitive electricity supplier (License Reference Number EA 2016-17) and natural gas supplier (License Reference Number GA 2016-06). The PSC regulates distribution prices and services. The Federal Energy Regulatory Commission (“FERC”) regulates transmission prices and services. Subject to the terms and conditions of this Agreement, Atlantic agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity and natural gas, as estimated by Atlantic, necessary to meet Customer’s requirements based upon consumption data obtained by Atlantic or the delivery schedule of the Customer’s Electric Distribution Company (the “EDC” or “Utility”) and Natural Gas Distribution Company (“NGDC” or “Utility”). Atlantic is not affiliated with and does not represent the EDC or the NGDC. The amount of electricity and natural gas supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Atlantic or the utility’s delivery schedule. Your utility will continue to deliver the electricity and natural gas supplied by Atlantic.

**Pricing and Billing.** The Price and Price Structure for services provided under this Agreement are as set forth on the Contract Summary above and will remain the same throughout the Term of the Agreement. The Price does not include EDC and/or NGDC delivery charges or any applicable taxes.

Customer will receive one bill each month issued by Your EDC and/or NGDC. Payment terms are governed by the terms of Your EDC and/or NGDC’s tariff. All accounts which are overdue may be referred to a collection agency consistent with District of Columbia law. Your bill will be based on scheduled meter readings and/or estimates provided by Your Utility.

**Term.** The Term shall commence as of the date of the first meter reading following when the change of Customer’s provider to Atlantic is deemed effective by the EDC and/or NGDC, and shall continue for the period designated in the Contract Summary. Unless otherwise agreed to, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms (the “Renewal Term”).

**Cancellation; Early Termination Fee.** If You cancel this Agreement before the end of the Term as set forth above, You may be subject to an early termination fee as set forth in the Contract Summary. Customer may cancel this Agreement by contacting Atlantic at (800) 917-9133 or by email at [info@atlanticenergyco.com](mailto:info@atlanticenergyco.com).

Atlantic may terminate this Agreement if there is a Change in Law that results in Atlantic being prevented, prohibited, or frustrated from carrying out the terms of this Agreement; if Customer moves outside of an area served by Atlantic or where Atlantic charges a different price; if your service is terminated by your EDC or NGDC; at any time upon providing 15 days written notice to Customer. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

You will owe us for amounts unpaid for our charges for electricity generation or natural gas supply service up to the date of termination. 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 trued up subsequent to the final meter reading.

**Right of Rescission.** Customer may rescind this Agreement within three (3) business days after receiving this Agreement by contacting Atlantic by phone at (800) 917-9133 or by email at [info@atlanticenergyco.com](mailto:info@atlanticenergyco.com).

**Assignment.** Customer may not assign its interests in and/or delegate its obligations under this Agreement without the express written consent of Atlantic. Atlantic may may assign this Agreement to another energy

supplier, energy services company, or other entity authorized by the PSC upon thirty (30) days prior written notice to Customer.

**Information Release Authorization.** Customer authorizes Atlantic to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the utility: consumption history; billing determinants; account number; billing and payment information; and credit information. This information may be used by Atlantic 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. Customer's execution of this Agreement shall constitute authorization for the release of this information to Atlantic. 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 Atlantic or by calling Atlantic at (800) 917-9133. Atlantic reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**Agency for Electricity and Gas.** Customer hereby designates Atlantic as agent to; (a) arrange and administer contracts and service agreements between Customer and Atlantic and those entities including the PJM Interconnection engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Atlantic 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. These services are provided on an arm's length basis and market-based compensation is included in the price noted above. Customer hereby designates Atlantic as agent to: (a) arrange and administer contracts and service agreements between Customer and Atlantic and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Point(s), and with the NGDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's

end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Atlantic to maintain qualification for NGDC transportation service and resolve imbalances that may arise during the term of this Agreement. Atlantic as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the NGDC and in response to information provided by the NGDC. Atlantic agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above. Customer and Atlantic agree that title to, control of, and risk of loss to the natural gas supplied by Atlantic under this Agreement will transfer from Atlantic to Customer at the Delivery Point(s).

**Dispute Procedures.** In the event of a billing dispute or a disagreement involving Atlantic's service hereunder, the parties will use their best efforts to resolve the dispute. Customer may contact Atlantic by telephone or in writing, as provided below. If the complaint is not resolved after contacting Atlantic, or for general utility information, You may contact the PSC using the below information. Customer shall remit payment as required during the dispute, and such payment shall be refunded if warranted by the dispute's resolution.

By Phone	(202) 626-5100
In Writing	Public Service Commission of the District of Columbia 1325 G Street N.W., Suite 800 Washington, DC 20005
On Website	<a href="https://dcpsc.org/">https://dcpsc.org/</a>

**Entire Agreement/ No Warranty.** This Agreement, including the Contract Summary, any enrollment form, and applicable attachments, as written makes up the entire Agreement between Customer and Atlantic. Atlantic makes no representations or warranties other

than those expressly set forth in this Agreement, and Atlantic expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**Force Majeure.** Atlantic will make commercially reasonable efforts to provide electricity and natural gas hereunder but Atlantic does not guarantee a continuous supply of electricity or natural gas to Customer. Certain causes and events out of the control of Atlantic ("Force Majeure Events") may result in interruptions in service. Atlantic will not be liable for any such interruptions caused by a Force Majeure Event, and Atlantic is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include 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 utility (including, but not limited to, a facility outage on gas distribution lines or electric facilities), or any other cause beyond Atlantic's control.

**Liability.** The remedy in any claim or suit by Customer against Atlantic will be solely limited to direct actual damages. All other remedies at law or in equity are hereby waived. In no event will either Atlantic 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.

**Utility Contact Information.**

<u>Utility Name</u>	<u>Emergency Contact</u>	<u>Customer Service Contact</u>
PEPCO	1-877-737-2662	1-202-833-7500
Washington Gas	1-888-752-7520	1-703-750-1000

**Office of the People's Counsel Contact Information**

By Phone	(202) 727-3071
On Website	<a href="https://opc-dc.gov/">https://opc-dc.gov/</a>

**Atlantic Contact Information.** Customer may contact Atlantic's Customer Service Center at (800) 917-9133, Monday through Friday 9:00 a.m. - 7:00 p.m. EST (contact center hours subject to change). Customer may visit our website at [www.atlanticenergyco.com](http://www.atlanticenergyco.com) or write to Atlantic at Atlantic Energy, 2170 Buckthorne Place, Suite 375, The Woodlands, TX 77380 or via Email at: [info@atlanticenergyco.com](mailto:info@atlanticenergyco.com).

**WAIVER OF JURY TRIAL.** ALL CLAIMS OR DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT THAT ARE NOT RESOLVED USING THE DISPUTE PROCEDURES ABOVE, ARE TO BE SETTLED BY BINDING ARBITRATION IN THE DISTRICT OF COLUMBIA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

**Limitation of Liability.** The remedy in any claim or suit by Customer against Atlantic will be solely limited to direct

actual damages. All other remedies at law or in equity are hereby waived. In no event will either Atlantic 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.

**Choice of Laws.** This Agreement shall be construed under and shall be governed by the laws of the District of Columbia without regard to the application of its conflict of laws principles.

**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 Atlantic's net income, shall be passed through to and paid by Customer, and Customer agrees to indemnify Atlantic and hold Atlantic harmless from and against any and all such taxes. You must provide Atlantic with any applicable exemption certificates.

**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 ("Change in Law") which impacts any term, condition or provision of this Agreement including, but not limited to price or, if there is a change to the manner in which any transporter, EDC, LDC, Independent System Operator, or any other authority implements or interprets any law, rule, regulation, tariff, or regulatory structure that increases the Company's costs ("Change in Practice"), Atlantic shall have the right to pass on such additional costs and/or modify this Agreement to reflect such change. Furthermore, Atlantic shall provide notice and/or obtain affirmative consent as required by local law.

**Emergency Service.** Your EDC or NGDC will continue to respond to leaks and emergencies. In the event of a power outage, gas leak, service interruption or other emergency, Customer should immediately call the EDC or NGDC using the numbers provided above.

**Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and Atlantic have caused this

Agreement to be executed by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

**Telephone Communication.** By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from Atlantic, its affiliates and/or assigns, at the telephone number(s) you provide to Atlantic, its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

**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) Atlantic is not a "Utility" as defined in the Code; (d) Commodity supply will be provided by Atlantic under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Atlantic, is responsible for responding to service problems or emergencies should they occur.