

**ATLANTIC ENERGY MD, LLC
DELAWARE CUSTOMER CONTRACT
ELECTRIC GENERATION SUPPLIER CONTRACT SUMMARY**

Electricity Supplier Information	<p>Atlantic Energy MD, LLC (“Atlantic”) (800) 917-9133 www.atlanticenergyco.com info@atlanticenergyco.com P.O. Box 7780, Spring, TX 77387 Delaware Electricity Supply License Number: 16-0778</p> <p>You have chosen Atlantic as your electric supplier. Atlantic Energy is not affiliated with your electric distribution company (“EDC” or “Utility”). Atlantic is responsible for the electricity generation charges on your bill. These charges will appear on your EDC bills separate and apart from your EDC’s distribution charges for delivering your electricity.</p>
Public Service Commission Information	<p>Delaware Public Service Commission 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904 (800) 282-8574 https://dep.sc.delaware.gov/</p>
Price Structure	<p><<Fixed.>></p>
Electricity Generation/Supply Price	<p><<x.xx>> cents per kWh.</p>
Historical Prices	<p>You can access the previous 24 months’ average monthly billed prices by calling Atlantic at the toll free number above or visiting our website at https://www.atlanticenergyco.com/delaware-natural-gas-electricity/. Note that historical pricing is not indicative of present or future pricing.</p>
Statement Regarding Savings	<p>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.</p>
Incentives	<p><<None OR See attached AE Connect Addendum.>></p>
Agreement Start Date	<p>This Agreement becomes effective and binding as of the Effective Date, as defined in the Terms of Service. Service under this Agreement will begin on the Service Commencement Date as defined in the Terms of Service.</p>
Agreement Term/Length	<p><<xx>> months (the Initial Term).</p>
Cancellation/Early Termination Fees	<p><<None. Customer may cancel the agreement at any time with no penalty or cancellation fee. OR Yes, upon Early Termination of this Agreement as defined in the Terms of Service, you will be charged a fee of <<\$xx>>>>.</p>
Right of Rescission	<p>You may rescind this Agreement without penalty at any time before midnight of the third (3rd) business day after receiving a copy of this Agreement by contacting Atlantic by phone at (800) 917-9133 or by email at info@atlanticenergyco.com.</p>
Electric Distribution Company Information	<p>Your electric utility will continue to read your meter, deliver your electricity, charge you for distribution, and bill you.</p> <p>In case of emergency, outage, or other service issues, please contact your electric utility directly: Delmarva Power & Light Company: 1-800-375-7117 (Emergencies: 1-800-898-8042) https://www.delmarva.com/</p>

For additional information, please refer to your Terms of Service. Please retain this document for your records. If you have any questions regarding this agreement, contact Atlantic using the information above.

ATLANTIC ENERGY MD, LLC DELAWARE THIRD PARTY SUPPLIER CUSTOMER CONTRACT TERMS OF SERVICE

Background. This is an agreement between Atlantic Energy MD, LLC. ("Atlantic", "Us", "We", "Our"), an independent electricity generation supplier, and the undersigned customer ("Customer", "You", "Your") under which Customer shall obtain electricity supply service and begin enrollment with Atlantic (the "Agreement"). This Agreement shall become effective and binding on the Parties as of the earliest to occur of: (i) the date the Agreement is executed by both Parties; (ii) the date on which Company provides written confirmation (including via e-mail) to Customer (or, If Applicable, Customer's agent) of its acceptance of this Agreement; or (iii) the date Company takes any action in reliance on this Agreement, including submitting an enrollment request to the applicable utility (the "Effective Date").

Atlantic is licensed by the Delaware Public Service Commission ("PSC") to provide electricity supply services in Delaware. Our license number for electricity supply is 16-0778.

Agreement to Sell and Purchase Energy. 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 as necessary to meet Customer's requirements based upon consumption data obtained by Atlantic from your Electric Distribution Company ("EDC"). You will continue to receive your bill from your EDC for all electricity supply and delivery charges. Your EDC will continue to provide all emergency repairs and services. Atlantic is not affiliated with and does not represent your EDC.

Term. "Service Commencement Date" means the date on which Company first begins providing electricity to the Customer under this Agreement, which shall be the date of the first meter read following the Utility's acceptance of the Company as the Customer's REP of record. This date may occur after the Effective Date. "Initial Term" means the period beginning on the Service Commencement Date and continuing for the number of months specified in the Contract Summary. For clarity, the Initial Term corresponds to the term stated in the

Contract Summary and is not shortened or extended due to any difference between the Effective Date and the Service Commencement Date You will receive a renewal notice 45 days prior to expiration of the Initial Term. If you do not respond to the renewal notice, this Agreement will automatically renew on a month-to-month variable price.

Price and Billing. This is a fixed price agreement. The price that you will pay for electricity supply from Atlantic is <<x.xx>> cents per kWh.

Right of Rescission. Customer may rescind this Agreement without penalty at any time before midnight of the third (3rd) business day after receiving a copy of this Agreement by contacting Atlantic by phone at (800) 917-9133 or by email at info@atlanticenergyco.com. This Agreement shall not be legally binding upon Customer until the three (3) business day rescission period has expired and Customer has not exercised its right to rescind this Agreement. There shall be a rebuttable presumption that a Contract and Contract Summary correctly addressed to a Customer with sufficient first class postage attached shall be received three (3) days after it has been properly deposited in the United States mail.

Cancellation by Atlantic. Atlantic may cancel this agreement at any time, including for non-payment or 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 your electricity service is terminated by your EDC, then this agreement is canceled on the date that your electric service is terminated or that Atlantic receives notice Your account is pending termination for non-payment, whichever is earlier. You will owe Us for amounts unpaid for Our charges for electricity generation service up to the date of termination. If You would like to maintain ongoing service, you must reside within Atlantic's service territory and you must timely pay your bills. If We cancel this agreement for any reason other than for customer non-

payment, we will follow applicable rules in providing notice to you.

Cancellation by Customer. "Early Termination" occurs when Customer cancels or terminates this Agreement after the Effective Date and before the expiration of the Initial Term. Upon Early Termination of this Agreement as set forth above, You will <<not be subject to an early termination fee OR be subject to an early termination fee of <<\$xx>>>>. You may cancel this Agreement by contacting Atlantic at (800) 917-9133 or by email at info@atlanticenergyco.com. If you cancel this Agreement you will owe us for amounts unpaid up to the date of cancellation. The Customer may also return to the utility for Standard Offer Supply. **Please note that it may take 1-2 billing cycles for your utility to process a request to cancel this agreement or switch suppliers. Cancellation becomes effective upon the processing of your cancellation request by the EDC.** If You move to an address outside of Atlantic's service territory, you may cancel this Agreement without a termination fee.

Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement. Atlantic may assign this Agreement to another energy supplier, energy services company or other entity authorized by the PSC upon prior written notice to Customer.

Information Release Authorization. Customer authorizes Atlantic to obtain and review the following information from the EDC: consumption history; billing determinants; and account number. This information may be used by Atlantic to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer authorizes Atlantic to obtain and review information regarding Customer's credit history from credit reporting agencies in order to determine whether the Customer is eligible for promotional items. The information referenced in this paragraph 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. 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 rate noted above.

Warranty. This Agreement, including the Contract Summary and any attached enrollment form, 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 for electricity hereunder but Atlantic does not guarantee a continuous supply of electricity 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 EDC (including, but not limited to, a facility outage on electricity facilities), or any other cause beyond Atlantic's control.

Payment Provisions. You will make all payments for Atlantic's electricity supply charges to Your EDC. Your EDC maintains the right to terminate service for any

unpaid utility or supplier charges, pursuant to the Delaware Public Service Commission's regulations.

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. Atlantic will adhere to the provision in 26 DE Admin. Code §3002-3.2.2 regarding good faith disputes. Customer should contact Atlantic by telephone or in writing, as provided below. If You are not satisfied after discussing your concerns with Us, you may contact the Public Service Commission ("PSC") or the Delaware Division of the Public Advocate ("DPA") as provided below.

Contact Information.

Atlantic Energy MD, LLC	Phone: (800) 917-9133 E-Mail: info@atlanticenergy.com Website: https://www.atlanticenergyco.com/
Delaware Public Service Commission	Phone: (800) 282-8574 Website: https://dep.sc.delaware.gov/
Delaware Division of the Public Advocate	Phone: (888) 607-2427 Website: https://publicadvocate.delaware.gov/contact-information/
Delmarva Power	Phone: 1-800-375-7117 (Emergencies: 1-800-898-8042)

WAIVER OF JURY TRIAL. IF NOT RESOLVED BY THE PSC OR DPA, ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF DELAWARE 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 State of Delaware without regard to the application of its conflicts of law 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 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 of any Pass Throughs as required by local law.

Emergency Service. Your EDC will continue to respond to outages and emergencies. In the event of an outage or other emergency, Customer should immediately call the EDC at the number listed above.

Telephone Communications. 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.