

**ATLANTIC ENERGY MD, LLC  
NEW JERSEY THIRD PARTY SUPPLIER CUSTOMER CONTRACT  
THIRD PARTY SUPPLIER ELECTRIC CONTRACT SUMMARY**

**Customer Name:** << [REDACTED] >> **Address:** << [REDACTED] >>  
**Utility Account No.:** << [REDACTED] >>

<p><b>Third-Party Supplier Information</b> By entering into this contract, you are agreeing to purchase your electric supply from this supplier.</p>	<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   New Jersey Electricity Supplier License Number: ESL-0192 You have chosen Atlantic Energy as your third-party supplier (TPS). Atlantic is responsible for your electric supply and is not affiliated with your electric distribution company (EDC).</p>
<p><b>Price Structure</b></p>	<p>&lt;&lt; <b>Fixed.</b> &gt;&gt;</p>
<p><b>Electricity Generation/Supply Price</b></p>	<p>&lt;&lt; <b>x.xx</b> &gt;&gt; cents per kWh.</p>
<p><b>Statement Regarding Savings</b></p>	<p>Your supply price may not always provide savings as compared to your EDC.</p>
<p><b>Deposit Requirements</b></p>	<p>&lt;&lt; <b>None.</b> &gt;&gt;</p>
<p><b>Incentives</b></p>	<p>&lt;&lt; <b>None OR See AE Connect Addendum</b> &gt;&gt;</p>
<p><b>Agreement Start Date</b></p>	<p>1 to 2 billing cycles, as set by your EDC.</p>
<p><b>Agreement Term/Length</b></p>	<p>&lt;&lt; <b>xx</b> &gt;&gt; months.</p>
<p><b>Cancellation/Early Termination Fees</b></p>	<p>&lt;&lt; <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 &lt;&lt;\$xx&gt;&gt;&gt;&gt;.</b></p> <p>If you choose to cancel service with Atlantic and return to your EDC or switch to another TPS, the switch will be effective with the next available billing cycle date in accordance with your EDC's billing cycle rules. It may take 1 or 2 billing cycles for the EDC to process your cancellation.</p>
<p><b>Right of Rescission</b></p>	<p>You may cancel your electricity Agreement within seven (7) calendar days following receipt of the EDC's confirmation notice by contacting your EDC to rescind.</p>
<p><b>Distribution Company Information</b></p>	<p>Atlantic City Electric ("ACE"), Jersey Central Power &amp; Light ("JCP&amp;L"), or Public Service Electric &amp; Gas ("PSEG") (each an "EDC") will continue to deliver the electric and you will continue to be billed by and to pay the</p>

EDC for electric service. Please contact your EDC in the event of an emergency such as a power outage.

EDC	Customer Service Number	Emergency Number	Website
ACE	(800) 642-3780	(800) 833-7476	<a href="http://www.atlanticcityelectric.com">www.atlanticcityelectric.com</a>
JCP &L	(800) 662-3115	(888) 544-4877	<a href="http://www.firstenergycorp.com/jersey_central_power_light">www.firstenergycorp.com/jersey_central_power_light</a>
PSEG	(800) 436-7734	(800) 880-7734	<a href="https://nj.pseg.com/">https://nj.pseg.com/</a>

**ATLANTIC ENERGY MD, LLC  
NEW JERSEY THIRD PARTY SUPPLIER CUSTOMER CONTRACT  
THIRD PARTY SUPPLIER NATURAL GAS CONTRACT SUMMARY**

**Customer Name:** << [REDACTED] >> **Address:** << [REDACTED] >>  
**Utility Account No.:** << [REDACTED] >>

<p><b>Third-Party Supplier Information</b> By entering into this contract, you are agreeing to purchase your natural gas supply from this supplier.</p>	<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   New Jersey Natural Gas Supplier License Number: GSL-0166          You have chosen Atlantic Energy as your third-party supplier (TPS). Atlantic is responsible for your electric supply and is not affiliated with your natural gas distribution company (NGDC).</p>
<p><b>Price Structure</b></p>	<p>&lt;&lt; <b>Fixed.</b> &gt;&gt;</p>
<p><b>Natural Gas Supply Price</b></p>	<p>&lt;&lt; <b>x.xx</b> &gt;&gt; cents per therm.</p>
<p><b>Statement Regarding Savings</b></p>	<p>Your supply price may not always provide savings as compared to your NGDC.</p>
<p><b>Deposit Requirements</b></p>	<p>&lt;&lt; <b>None.</b> &gt;&gt;</p>
<p><b>Incentives</b></p>	<p>None.</p>
<p><b>Agreement Start Date</b></p>	<p>1 to 2 billing cycles, as set by your NGDC.</p>
<p><b>Agreement Term/Length</b></p>	<p>&lt;&lt; <b>xx</b> &gt;&gt; months.</p>
<p><b>Cancellation/Early Termination Fees</b></p>	<p>&lt;&lt; <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 &lt;&lt;\$xx&gt;&gt;&gt;&gt;.</b></p> <p>If you choose to cancel service with Atlantic and return to your NGDC or switch to another TPS, the switch will be effective with the next available billing cycle date in accordance with your NGDC’s billing cycle rules. It may take 1 or 2 billing cycles for the NGDC to process your cancellation.</p>

**Right of Rescission**

You may cancel your natural gas Agreement within seven (7) calendar days following receipt of the NGDC's confirmation notice by contacting your NGDC to rescind.

**Distribution Company Information**

New Jersey Natural Gas ("NJNG"), Public Service Electric & Gas ("PSEG"), or South Jersey Gas ("SJG") (each an "NGDC") will continue to deliver the gas and you will continue to be billed by and to pay the NGDC for natural gas service. Please contact your NGDC in the event of an emergency such as a gas leak.

NGDC	Customer Service Number	Emergency Number	Website
NJNG	(800) 221-0051	(800) 427-5325	<a href="https://www.njng.com/">https://www.njng.com/</a>
PSEG	(800) 436-7734	(800) 880-7734	<a href="https://nj.pseg.com/">https://nj.pseg.com/</a>
SJG	(888) 766-9900	(800) 582-7060	<a href="https://southjerseygas.com/">https://southjerseygas.com/</a>

## TERMS OF SERVICE

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**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”) (the “Agreement”). The purpose of this document is to authorize a change in customer's Third Party Supplier (“TPS”). Atlantic is licensed by the New Jersey Board of Public Utilities (“BPU”) as a Third Party Supplier to offer and supply electric generation and natural gas supply services in New Jersey. Atlantic's New Jersey electricity supplier license number is ESL-0192 and its natural gas supplier license number is GSL-0166. The BPU 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”) and Natural Gas Distribution Company (“NGDC”). 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.** This is a Fixed Rate Agreement, which means that the price for electricity and/or natural gas supplied during the Term of the Agreement will remain the same each month during the Term of the Agreement. The price you will pay for electricity service

with Atlantic each month is <<x.xx>> cents per kWh. The price you will pay for natural gas service with Atlantic is <<x.xx>> cents per therm. Your Atlantic electricity price may be higher or lower than the EDC's price. Your Atlantic natural gas price may be higher or lower than the NGDC's price.

Customer will receive one bill each month issued by Your EDC and/or NGDC. Unless otherwise provided herein, payment terms are governed by the terms of your EDC and/or NGDC's tariff. Your bill will be based on scheduled meter readings and/or estimates provided by your EDC and/or NGDC. Atlantic does not offer budget billing for the supply portion of your bill. You and Atlantic agree to accept, for the purpose of accounting for the electricity and/or natural gas delivered under this Agreement, the quantity, quality, and measurement determined 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 <<xx>> months.

**Cancellation; Early Termination Fee.** If You cancel this Agreement before the end of the Term as set forth above, You will <<not be responsible for an early termination fee OR be charged 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](mailto:info@atlanticenergyco.com). You may terminate this Agreement upon 48 hours' notice to Atlantic and without penalty if You are relocating to a different utility area; You have a disability that makes You unable to pay; or for death.

Atlantic may cancel 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, and shall provide 30 days written notice to Customer, which will include an opportunity to remedy the termination condition. Atlantic may nonetheless terminate even if Customer remedies the termination condition. If your electricity and/or natural gas service is terminated by your EDC or NGDC, then this agreement is canceled on the date that your service is terminated. You will owe Atlantic for amounts unpaid for Atlantic charges for electricity generation and/or natural gas supply service up to the date of termination. Atlantic may cancel this agreement upon providing 14 days written notice to Customer if Customer moves outside of an area served by Atlantic or where Atlantic charges a different price. Customer is liable for all Atlantic charges until Customer returns to the utility for electricity and/or natural gas supply or goes to another supplier. 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.** You will receive a confirmation notice from your EDC and/or NGDC of your selection of Atlantic as your TPS and You will have seven (7) calendar days from the date of receipt of your confirmation notice to contact your utility and rescind your selection of Atlantic Energy. Further, this Agreement shall not be legally binding upon You until the 7-day confirmation period has expired and You have not, directly or indirectly, rescinded Your selection within this period. There is no charge from Atlantic for starting or stopping service if done within the terms of this Agreement.

**Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Atlantic. Atlantic may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company, or other entity as authorized by the BPU. Atlantic will provide notice in accordance with NJAC 14:4-7.10A(a)(1).

**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; 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.

**Customer Protections.** Atlantic hereby provides notice that its services are governed by the terms of this Agreement, the rules and regulations issued by Your utility, and the Board of Public Utilities ("BPU"). Your utility transmission and distribution functions will continue to be regulated by the BPU. Electric and natural gas service may be disconnected only by your utility and only in compliance with the rules set by the BPU. The contact information for the BPU Division of Customer Assistance is as follows:

Website: [www.bpu.state.nj.us/bpu/assistance/index.html](http://www.bpu.state.nj.us/bpu/assistance/index.html)

Phone Number: (800) 624-0241

Mailing Address: New Jersey Board of Public Utilities  
Division of Customer Assistance 44 South Clinton  
Avenue, 9th Floor PO Box 350 Trenton, NJ 08625-0350

**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

To request a Spanish version of this document, call Atlantic at (800) 917-9133 or e-mail Atlantic at [info@atlanticenergyco.com](mailto:info@atlanticenergyco.com).

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.

**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 write to Atlantic at: Atlantic Energy 500 West Main Street, Suite 8, Wyckoff, NJ 07481 or via Email: [info@atlanticenergyco.com](mailto:info@atlanticenergyco.com)

**Dispute Resolution.** In the event of a billing dispute or disagreement involving Atlantic's service, Customer may contact Atlantic's Customer Service Center as provided above to attempt to resolve the dispute. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

**WAIVER OF JURY TRIAL.** TO THE EXTENT PERMISSIBLE BY NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS, ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE RESOLVED BY A COURT IN THE STATE OF NEW JERSEY OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES BY A TRIAL BEFORE A JUDGE AND THE PARTIES

WAIVE THE RIGHT TO A JURY TRIAL, AND 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 ARISING UNDER OR RELATING TO THIS AGREEMENT.

**Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New Jersey. This Agreement shall be construed under and shall be governed by the laws of the State of New Jersey without regard to the application of its conflicts of law principles.

**Taxes and Laws.** 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. Customer 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 utility 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 utility using the

numbers provided in the applicable Contract Summary above.

**Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**Environmental Characteristics and Electric Generation Mix.** Information regarding the generation sources and environmental characteristics of the electricity supplied by Atlantic is available at [www.atlanticenergyco.com](http://www.atlanticenergyco.com).

**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.