

**ATLANTIC ENERGY MD, LLC  
PENNSYLVANIA FIXED RATE CUSTOMER AGREEMENT  
ELECTRIC GENERATION SUPPLIER AGREEMENT SUMMARY**

<b>Electric Generation 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   Pennsylvania Electric Generation Supplier License Number: A-2016-2542085</p> <p>You have chosen Atlantic Energy as your electric generation supplier (“EGS”). Atlantic Energy is not affiliated with your electric distribution company (“EDC”). Atlantic Energy 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>
<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 EDC’s price in any given month, and there is no guarantee of savings.
<b>Deposit Requirements</b>	None.
<b>Incentives</b>	<<None. OR See attached AE Connect Addendum.>>
<b>Agreement Start Date</b>	Atlantic will begin furnishing electricity supply service on the date set by the EDC.
<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 Terms</b>	Unless otherwise agreed to, this Agreement will renew on a month-to-month basis with a variable rate methodology. Prior to expiration of the Term, you will receive two separate notices. You will receive the first notice 45-60 days before, and the second notice 30 days before, the date the renewal becomes effective. These notices will explain your options.
<b>Right of Rescission</b>	You may rescind this Agreement at any time before midnight of the third business day after receiving the disclosure statement by contacting Atlantic by phone at (800) 917-9133, by mail at the address above, or by email at <a href="mailto:info@atlanticenergyco.com">info@atlanticenergyco.com</a> .
<b>Electric Distribution Company Information</b>	<p>PECO   (800) 494-4000   <a href="https://www.peco.com/">https://www.peco.com/</a>  PPL   (800) 342-5775   <a href="https://www.pplelectric.com/">https://www.pplelectric.com/</a>  Duquesne   (888) 393-7100   <a href="https://www.duquesnelight.com/">https://www.duquesnelight.com/</a></p> <p>The EDC is responsible for distribution charges, as well as any emergencies/outages/etc.</p>

## ATLANTIC ENERGY MD, LLC PENNSYLVANIA FIXED RATE CUSTOMER AGREEMENT NATURAL GAS SUPPLIER CONTRACT SUMMARY

<b>Natural 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   Pennsylvania Natural Gas Supplier License Number: A-2016-2542024</p> <p>You have chosen Atlantic Energy as your natural gas supplier. Atlantic Energy is not affiliated with your natural gas distribution company (“NGDC”). Atlantic Energy is responsible for the natural gas supply charges on your bills. These charges will appear on your NGDC bills separate and apart from your NGDC’s distribution charges for delivering natural gas.</p>
<b>Price Structure</b>	<p>Fixed.</p>
<b>Natural Gas Supply Price</b>	<p>&lt;&lt;x.xx&gt;&gt; cents per Ccf.</p>
<b>Statement Regarding Savings</b>	<p>Atlantic’s price for natural gas supply may be higher or lower than the NGDC’s price in any given month and there is no guarantee of savings.</p>
<b>Deposit Requirements</b>	<p>None.</p>
<b>Incentives</b>	<p>None.</p>
<b>Contract Start Date</b>	<p>Atlantic will begin furnishing natural gas supply service on the date set by the NGDC.</p>
<b>Contract Duration/Length</b>	<p>&lt;&lt;xx&gt;&gt; months.</p>
<b>Cancellation/Early Cancellation Fees</b>	<p>&lt;&lt;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;.</p>
<b>Renewal Terms</b>	<p>Unless otherwise agreed to, this Agreement will renew on a month-to-month basis with a variable rate methodology. Prior to expiration of the Term, you will receive two separate notices. You will receive the first notice 45-60 days before, and the second notice 30 days before, the date the renewal becomes effective. These notices will explain your options.</p>
<b>Right of Rescission</b>	<p>You may rescind this Agreement at any time before midnight of the third business day after receiving the disclosure statement by contacting Atlantic by phone at (800) 917-9133, by mail at the address above, or by email at <a href="mailto:info@atlanticenergyco.com">info@atlanticenergyco.com</a>.</p>
<b>Natural Gas Distribution Company Information</b>	<p>PECO   (800) 494-4000   <a href="https://www.peco.com/">https://www.peco.com/</a> Philadelphia Gas Works   (215) 235-1000   <a href="https://www.pgworks.com/">https://www.pgworks.com/</a> The NGDC is responsible for distribution charges, as well as any emergencies/outages/etc.</p>

## ATLANTIC ENERGY MD, LLC PENNSYLVANIA FIXED RATE CUSTOMER AGREEMENT ELECTRICITY AND NATURAL GAS SUPPLY DISCLOSURE STATEMENT AND TERMS OF SERVICE

This is an agreement for electric generation and/or natural gas supply service between Atlantic Energy MD, LLC (“Atlantic”) and the undersigned Customer (“Customer” or “You” or “Your”) under which Customer shall obtain electricity generation and/or natural gas supply service and begin enrollment with Atlantic (the “Agreement”).

### Background

We at Atlantic are licensed by the Pennsylvania Public Utility Commission (“PA PUC”) to offer and supply electric generation and natural gas services in Pennsylvania.

Our PUC Electric Generation Supplier License Number is A-2016-2542085. Our PUC Natural Gas Supplier License Number is A-2016-2542024.

We set the generation and supply prices and charges that you pay. The PA PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will receive a single bill from your EDC and/or NGDC (as defined below) that will contain EDC and/or NGDC charges and Atlantic charges.

Right of Rescission - You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. You can contact us by phone, in writing, or electronically to cancel this agreement. See the ‘Contact Information’ Section below for how to contact us.

### Definitions

- Basic Services (electric) – Services necessary for the physical delivery of electric service to a retail customer, consisting of generation, transmission, and distribution. The monthly customer charge and the temporary transition charge are also basic service charges.
- Basic Services (natural gas) - Services necessary for the physical delivery of natural gas to a retail customer, consisting of natural gas distribution services and natural gas supply services.
- Distribution Charge - Part of the basic service charges on every customer’s bill for delivering electricity from the electric distribution company to your home or business. The distribution charge is regulated by the Public Utility Commission. This charge will vary according to how much electricity you use. Distribution charges can also mean the charges for the delivery of natural gas from the point of receipt into the NGDC’s system.
- Electric Distribution Company (EDC) - The public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by the PUC. Exceptions include building or facility owners or operators that manage their internal distribution system and supply electric power and electric services to occupants of the building or facility.
- Electric Generation Supplier (EGS) - A person or corporation, generator, broker, marketer, aggregator or any other entity licensed by the PUC that sells electricity to customers, using the transmission or distribution facilities of an electric distribution company (EDC).
- Fixed Price - for electricity it is an all-inclusive per kWh price that will remain the same for at least three billing cycles or the term of the Agreement, whichever is longer. For gas it is an all-inclusive per Ccf/Mcf/Dth price that will remain the same for at least three billing cycles or the term of the Agreement, whichever is longer. A fixed price will remain the same, usually for a set period of time. This will give you certainty that your price will not change during the term of the agreement. However, if market prices fall you may have to wait until your Agreement expires to get a lower price.
- Generation Charge – The Charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the Agreement between you and your supplier.
- Natural Gas Distribution Company - A state regulated natural gas utility which owns the gas lines and

equipment necessary to deliver natural gas to the consumer.

- Natural Gas Supplier - An entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of an NGDC
- Non-Basic Charges – Services not required for the physical delivery of electric or natural gas service.
- Transmission Charge - The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.
- Variable Price - For electricity, it is an all-inclusive per kWh price that can change, by the hour, day, month, etc. according to the terms and conditions in the supplier's disclosure statement. For natural gas, it is an all-inclusive per Ccf/Mcf/Dth price that can change, by the hour, day, month, etc., according to the terms and conditions in the supplier's disclosure statement. A variable rate may change with market conditions. So if market prices increase, your rate may increase. If market prices drop, your rate may decrease.

**TERMS OF SERVICE**

**Agreement to Sell and Purchase Energy.** This is an agreement between Atlantic Energy MD, LLC (“Atlantic”, “Us”, “Our”) an independent electricity and natural gas supplier, and the undersigned customer (“Customer”, “You”, “Your”) under which Customer shall obtain electricity generation supply service and natural gas supply and begin enrollment with Atlantic (the “Agreement”). 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 the EDC, and the quantity of natural gas as necessary to meet Customer’s requirements based upon consumption data obtained by Atlantic from the NGDC.

**Basic Electric Service Price.** You will pay a fixed price of <<x.xx>> cents per kWh for electric generation service. This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

**Basic Natural Gas Service Price.** You will pay a fixed price of <<x.xx>> cents per Ccf for natural gas supply service. This price includes estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

**Length of Agreement.** Fixed Term Agreement. You will buy your electricity generation and/or natural gas supply service for the above address from Atlantic beginning on the date set by your EDC and/or NGDC and will continue for <<xx>> billing cycles..

**Cancellation Provisions.** Customer may cancel this Agreement at any time by contacting Atlantic at (800) 917-9133 or via email at info@atlanticenergyco.com. <<If you cancel this Agreement before the end of the Term, you will be charged a fee of <<\$xx>>.>>

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. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in

providing notice to you. See the ‘Renewal Provision/Agreement Termination/Change in Terms’ Section below for an explanation of the notices you will receive prior to cancellation.

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.** You may rescind this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Atlantic by phone at (800) 917-9133, by mail at the address above, or by email at [info@atlanticenergyco.com](mailto:info@atlanticenergyco.com).

**Renewal Provision/Agreement Termination/Change in Terms.** This Agreement is for <<xx>> billing cycles. If Atlantic Energy wants to change or terminate the Agreement, and as your fixed term Agreement approaches the expiration date, you will receive two separate notices before the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the date the change becomes effective or the Agreement expires. These notices will explain your options going forward.

**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 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 PA PUC by phone at: 1-800-692-7380 or in writing at 400 North Street, Harrisburg, PA 17120.

**Contact Information.**

Supplier:

<b>Name</b>	Atlantic Energy MD, LLC
<b>Address</b>	P.O. Box 7780, Spring, TX 77387
<b>Phone Number</b>	(800) 917-9133
<b>Email Address</b>	<a href="mailto:info@atlanticenergyco.com">info@atlanticenergyco.com</a>
<b>Website</b>	<a href="https://www.atlanticenergyco.com/">https://www.atlanticenergyco.com/</a>

EDC & NGDC/Default Service Provider:

Name	Address	Phone Number
PECO	2301 Market St., Philadelphia, PA 19103	(800) 494-4000
Duquesne	PO Box 371324, Pittsburgh, PA 15250-7324	(888) 393-7100
PPL	827 Hausman Road Allentown, PA 18104-9392	(800) 342-5775
Philadelphia Gas Works	800 West Montgomery Avenue, PA 19122	(215) 235-1000

Universal Service - Customer Assistance Program:

<b>Phone Number</b>	(866) 857-7095
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Public Utility Commission:

<b>Name</b>	Pennsylvania Public Utility Commission
<b>Address</b>	400 North St. Harrisburg, PA 17120
<b>Phone Number</b>	(800) 692-7380
<b>Website</b>	<a href="https://www.puc.pa.gov">https://www.puc.pa.gov</a>

Information about shopping for an electric supplier is available at [www.PaPowerSwitch.com](http://www.PaPowerSwitch.com) or other successor media platform as determined by the Commission. Information about shopping for a natural gas supplier is available at [www.PaGasSwitch.com](http://www.PaGasSwitch.com) or other successor media platform as determined by the Commission. You may also call the Commission's telephone number at 1-800-692-7380 and the Office of the Consumer Advocate at (800) 684-6560 or at [www.oca.state.pa.us](http://www.oca.state.pa.us).

**Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Atlantic. Atlantic may assign this Agreement to another energy supplier, energy services company or other entity authorized by the PUC upon thirty (30) days prior written notice to customer.

**Information Release Authorization.** Customer authorizes Atlantic to obtain and review the following information from Your EDC and NGDC: 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. By entering into this Agreement You are consenting to the EDC or NGDC releasing this information. Atlantic will maintain the confidentiality of Customer's personal information including name, address, phone number, usage and

payment history as required by applicable Commission regulations and Federal and State laws. 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.

**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 rate 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 Contract. 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 Contract 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 rate noted above. Customer and Atlantic agree that title to, control of, and risk of loss to the natural gas supplied by Atlantic under this Contract will transfer from Atlantic to Customer at the Delivery Point(s).

**Entire Agreement.** This Agreement, including Agreement 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 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 EDC or NGDC (including, but not limited to, a facility outage on electricity or natural gas facilities), or any other cause beyond Atlantic's control.

**Payment Provisions.** Customer will make all payments for Atlantic's electricity supply charges to your EDC, and all payments for Atlantic's natural gas supply charges to your NGDC. Your EDC and NGDC maintain the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission's regulations.

**WAIVER OF JURY TRIAL.** ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS Agreement ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF PENNSYLVANIA 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 Commonwealth of Pennsylvania 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 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, NGDC, PJM, 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 will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption, or other emergencies, Customer should immediately call the EDC at the numbers listed 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.

**Telephonic 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 Agreement and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

**Forward Agreement.** Each Party acknowledges that: (a) this Agreement is a forward Agreement 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.