

**ENERGY SUPPLIER**

<b>Customer Name:</b>			<b>Account Number:</b>		
			<b>Utility/LDC:</b>		
<b>Address:</b>			<b>Service Rate Class:</b>		<b>Name Key:</b>
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	<b>Contract Service Dates</b>	<b>From:</b>	<b>To:</b>
<b>Telephone #:</b>			<b>Residential</b>		<b>Service Reference #:</b>
<b>Email:</b>			<b>ELECTRIC</b>		

**ATLANTIC ENERGY MD, LLC DISTRICT OF COLUMBIA CONTRACT SUMMARY VARIABLE PRICE ELECTRICITY SUPPLY**

<b>Electric Generation Supplier</b>	Atlantic Energy MD, LLC 4602 21st St, Suite 1884 Long Island City, New York, 11101 PHONE: (800) 917-9133 FAX: (516) 922-2055 EMAIL:info@atlanticenergyco.com You have chosen Atlantic Energy as your electricity generation supplier. Atlantic Energy is not affiliated with your electricity utility. Atlantic Energy is responsible for the electricity supply charges on your bills. These charges will appear on your utility bills separate and apart from your utility's distribution charges for delivering your electricity.
<b>Price</b>	Electricity Your price for electricity generation supply will be a variable price, per kilowatt hour, plus taxes and fees, if applicable. Your monthly variable price is based on Atlantic Energy's actual and estimated costs of obtaining electricity supply from PJM including but not limited to prior period adjustments, inventory and balancing costs, transportation and transmission costs incurred by ATLANTIC, and other market and business related factors such as administrative costs, expenses, and margins. The variable price may change on a monthly basis. There is no cap on your variable price, and there is no limit on how much the price may change from one billing cycle to the next.
<b>Electricity Generation/ Natural Gas</b>	Electricity Your electricity supply price for your first billing cycle with Atlantic Energy is \$0.119 ¢/kWh. Thereafter, your price will vary month-to-month based on the factors described above.
<b>Statement</b>	Atlantic Energy's electricity supply price may be higher or lower than the utility's price in any given month, and there is no guarantee of savings.
<b>Contract Start</b>	Atlantic Energy will begin furnishing electricity supply on a date set by your utility

**PROMOTIONAL TERMS:**

1 Wi-fi Security Camera and 3 LED flash bulbs after 90 days of service, 1 LED speaker bulb and 1 Wi-fi Security Camera after 6 months of service , 10 LED Lightbulbs after 12 months of service, and 3 Smart Plugs after 18 months of service. After 24 months of continuous service, customer will be eligible to receive a cashback rebate equal to 3% of the customer's total Atlantic Energy electricity and natural gas supply charges during months 13-24 of customer's enrollment with Atlantic Energy. To claim the cashback rebate, customer must contact Atlantic Energy at info@atlanticenergyco.com or by calling Atlantic Energy at (800) 917-9133 following the completion of the 24th month of continuous service. Rebate checks will be mailed to eligible customers within 2-4 weeks after the rebate claim is submitted and confirmed.

\* Months of service must be continuous and consecutive to qualify to receive the identified products and cash back rebate. Products will be shipped directly to customer approximately 20 days after the applicable service date benchmarks. Customer is ineligible to receive promotional items if customer is no longer enrolled with Atlantic or if an enrollment cancellation has been transmitted to the utility prior to the product shipping date. Atlantic Energy makes no representations or warranties regarding the promotional products other than those expressly set forth in this Agreement and provided by the manufacturer. Atlantic Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use with respect to the promotional products. See www.atlanticenergyco.com/promos for more details and product specifications.

**Atlantic Energy MD, LLC**

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**By:**

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**Title:**

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**Date:**

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**Customer:**

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**By:**

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**Title:**

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**Date:**

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<b>Contract Term</b>	The Initial Term of this Agreement is 24 Billing Cycles
<b>Cancellation/ Early Termination Fees</b>	There is no Early Termination Fee for this Agreement
<b>Renewal Terms</b>	At the end of the Initial Term, this Agreement will automatically renew for an additional term unless the Customer contacts Atlantic to cancel the renewal. See Section 4 for details.
<b>Electric Distribution Company (Default Service Provider) Information</b>	Your electric utility will continue to deliver your electricity and charges you for distribution. In case of emergency, outage, or other service issues, please contact your electric utility directly: PEPCO: 202-833-7500

**BUYER'S RIGHT TO CANCEL.** If this agreement was solicited at or near your residence, and you do not want the goods and services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight on the third business Day after you signed this agreement. This notice must be mailed to: Atlantic Energy MD, LLC 4602 21st st, Suite 1884 Long Island City, New York, 11101. If you cancel, the seller may not keep any of your cash down payment.

**Atlantic Energy MD, LLC – District of Columbia Electricity Supply Variable Price Terms of Service**

**Background-** This is an agreement between Atlantic Energy, Inc. (“ATLANTIC”), an independent electricity generation supplier, and the undersigned customer (“Customer”) under which Customer shall obtain electricity supply service and begin enrollment with ATLANTIC (the “Agreement”). ATLANTIC is licensed by the District of Columbia Public Service Commission as a competitive electricity supplier (License Reference Number EA 2016-17). You will continue to receive your bill from your Electric Distribution Company (EDC) for all electricity supply and delivery charges. ATLANTIC is not affiliated with and does not represent your EDC. Your electricity supply prices and charges will be set by ATLANTIC. The Public Service Commission regulates electricity distribution prices and services but does not regulate electricity supply prices.

1. **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 the EDC.

2. **Right of Rescission –** Customer may cancel this Agreement within three business days after you sign this contract by contacting ATLANTIC by phone at (800) 917-9133 or by email at info@atlanticenergyco.com.

3. **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 shall continue for the period designated in the Customer Enrollment Form. The Term for the initial period is referred to as the “Initial Term”.

4. **Agreement Renewal/Change in Terms –** At the end of the Initial Term, this Agreement will automatically renew for an additional term with no further unless the Customer contacts Atlantic to cancel the renewal. ATLANTIC will send you two separate notices prior to expiration of the Initial Term. These notifications will explain your options for continuing your service with ATLANTIC. Unless otherwise agreed to in accordance with the notifications, upon completion of an Initial Term, 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”).

5. **Price and Billing-** This is a variable price agreement. The price that you will pay per kWh for electricity generation supply may vary from month to month based on the following factors: ATLANTIC’s actual and estimated costs of obtaining wholesale electricity supply from PJM Interconnection, LLC (“PJM”), including but not limited to prior period adjustments, inventory and balancing costs, transportation and transmission costs incurred by ATLANTIC, and other market and business related factors such as administrative costs, expenses, and margins. There is no limit on the amount that your price can decrease or increase from month to month. Your ATLANTIC electricity price may be higher or lower than the EDC’s price in any particular month, and there is no maximum price. Your EDC will bill you for ATLANTIC’s supply charges plus all applicable taxes. Atlantic’s price does not include your utility’s charges for delivering your electricity.

6. **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 D.C. PSC upon thirty (30) days prior written notice to customer.

7. **Termination;** Customer may cancel this Agreement by contacting ATLANTIC at (800) 917-9133 or by email at info@atlanticenergyco.com. It may take 30 to 60 days for your EDC to process a request for a change in your electricity supplier. ATLANTIC may cancel this agreement at any time upon providing at least 35 days written notice to Customer. Common reasons for ATLANTIC to cancel this agreement would include: Non-Payment – If your electricity service is terminated by your EDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation supply service up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason, we will follow applicable rules in providing notice to you.

8. **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 EDC: consumption history; billing determinants; account number; and payment history. 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 1.800.917.9133. Atlantic reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

9. **Agency-Electric:** 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.

10. Entire Agreement. This Agreement, including 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.

11. Force Majeure. ATLANTIC will make commercially reasonable efforts to provide or 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.

12. Payment Provisions- Customer will make all payments for ATLANTIC's electricity supply charges to your EDC. Any unpaid amounts may be subject to late payment charges. ATLANTIC does not require a deposit, but your EDC may request a security deposit for amounts which include supplier charges. Your EDC maintain the right to terminate service for any unpaid utility or supplier charges, pursuant to the D.C. Public Service Commission's regulations.

13. 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, residential and business customers may call the D.C. PSC or write the D.C. PSC. The Customer shall remit payment as required during the dispute, and such payment shall be refunded if warranted by the dispute's resolution.

14. Contact Information:

Supplier Information: ATLANTIC ENERGY 4602 21st st, Suite 1884 Long Island City, New York, 11101 PHONE: (800) 917-9133 FAX: (516) 922-2055 EMAIL: info@atlanticenergyco.com

Public Service Commission of the District of Columbia, 1325 G Street N.W., Suite 800, Washington, DC 20005

Tel: (202) 626-5100 | Fax: (202) 393-1389 www.dcpsc.org.

Office of the People's Counsel (202) 727-071 www.opc-dc.gov

Electric Distribution Co. Emergency Customer Service and Universal Service: PEPCO: 1-877-737-2662 202-833-7500

15. Dispute Resolution (Commercial). In the event of a billing dispute or disagreement involving Atlantic's service, Customer should contact Atlantic's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

16. WAIVER OF JURY TRIAL. ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT 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.

17. 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.

18. 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 conflicts of law principles.

19. 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.

20. 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 ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, ATLANTIC shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

21. Emergency Service. Your EDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the EDC at the numbers listed above.

22. 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.

23. Promotional Terms. The promotional bundle you have chosen is summarized on your authorization to enroll. Months of service must be continuous and consecutive to qualify to receive the identified products. Products will be shipped directly to customer approximately 20 days after the applicable service date benchmarks. Customer is ineligible to receive promotional items if customer is no longer enrolled with Atlantic or if an enrollment cancellation has been transmitted to the utility prior to the shipping date. Atlantic Energy makes no representations or warranties regarding the promotional products other than those expressly set forth in this Agreement and provided by the manufacturer. Atlantic Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use with respect to the promotional products. See [www.atlanticenergyco.com/](http://www.atlanticenergyco.com/) for more details and product specifications.

Customer and Atlantic have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.