

## ELECTRIC SUPPLY CONTRACT SUMMARY

You have purchased an electric supply product from Atlantic. Your electric utility will continue to deliver the electricity you use to your home.

<b>Price</b>	After a three-month Introductory Period, the price you will pay is subject to change monthly, based on several factors, including market conditions and Atlantic Energy’s costs to provide energy supply service. The price for the three-month Introductory Period will be «Rate» cents per kWh (“Introductory Price”). Future monthly prices are available on our website at <a href="https://www.atlanticenergyco.com/massachusetts-electricity/">https://www.atlanticenergyco.com/massachusetts-electricity/</a> . These monthly prices do not include the price that your electric utility will charge you for the delivery component of your electric service.
<b>Term</b>	This Agreement will continue until terminated by either Us or You in accordance with the “Term” section of the Terms and Conditions.
<b>Early Cancellation Fee</b>	None. Customer may cancel the agreement at any time with no penalty or cancellation fee.
<b>Renewable Energy Content</b>	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 59% renewable energy resources. This product meets the minimum requirement.
<b>Incentives</b>	Customer will receive 1 Wi-Fi Security Camera and 3 Wi-Fi Color Changing LEDs after 90 days of service, 1 Bluetooth Speaker bulb and 1 Wi-Fi Security Camera after 6 months of service, 10 LED Light Bulbs after 12 months of service, and 3 Wi-Fi 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.
<b>Rescission Period</b>	You have 3 days to cancel this contract free of charge from the time you receive your contract and terms and conditions.
<b>Competitive Supplier Information</b>	Atlantic Energy MA, LLC, DPU license number: CS-162, (800)917-9133, <a href="http://www.atlanticenergyco.com">www.atlanticenergyco.com</a> , Atlantic is only responsible for the electric generation portion of your bill.

**Electric  
Utility  
Information**

Eversource or National Grid, as applicable, will continue to deliver the electricity that you use in your home and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact:

Eversource (Western Massachusetts) at 1-877-659-6326 and Eversource (Eastern Massachusetts) at 1-800-592-2000 or by visiting its website at <https://www.eversource.com/content/>.

National Grid at 1-800-322-3223 or by visiting its website at <https://www.nationalgridus.com/MA-Home/Default>.

The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at <http://energyswitchma.gov>.

## ATLANTIC ENERGY MA, LLC

### MASSACHUSETTS THIRD PARTY SUPPLIER SMART RATE CUSTOMER CONTRACT TERMS AND CONDITIONS

- 1. Agreement to Sell and Purchase Energy.** These Terms and Conditions, together with the attached Disclosure Statement and Contract Summary, form the Agreement between Atlantic Energy MA, LLC (“Atlantic”), an independent energy services company, and the undersigned customer (“Customer”) under which Customer shall initiate electricity service and begin enrollment with Atlantic (the “Agreement”). Should there be any changes to this Agreement, Atlantic will first notify you in writing. 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 estimated by Atlantic, necessary to meet Customer’s requirements based upon consumption data obtained by Atlantic or the delivery schedule of the Local Distribution Company (the “LDC”). Atlantic is not affiliated with and does not represent the LDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Atlantic or the LDC’s delivery schedule. The LDC will continue to deliver the electricity supplied by Atlantic.
- 2. Term.** The Term is as set forth on the Contract Summary. 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 LDC, and shall continue for the period designated in the Contract Summary.
- 3. Right of Rescission.** Customer has the right to cancel this Agreement without fees or penalties by contacting Atlantic by midnight of the third business day after receiving this Agreement.
- 4. Pricing, Billing, and Termination.** The Price for services provided under this Agreement is set forth on the Contract Summary. The price may change from month to month based on a variety of factors, including Atlantic’s cost of electricity obtained from all sources (including energy, capacity, settlement, and ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Atlantic’s administrative costs, expenses, profit and margins. There is not a limit on how much the price may change from one billing cycle to the next. The variable rate may be higher or lower than the monthly utility commodity rate. Customer will receive a single bill from the LDC which will include Atlantic’s charges for electricity and the LDC’s charges for delivery charges. The LDC will handle the billing in accordance with their tariffs and applicable regulations pertaining to due dates, consequences of late payment and other billing issues. Atlantic may assign and sell Customer accounts receivable to the LDC. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Atlantic terminates this Agreement due to Customer’s breach, Customer shall pay its final bill in accordance with Section 8 below.
- 5. 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 DPU.
- 6. 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 LDC: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, 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.

7. **Customer Protections.** The services provided by Atlantic to Customer are governed by the terms and conditions of this Agreement. Atlantic will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Atlantic at 1.800.917.9133 or by writing to the Massachusetts DPU at: Massachusetts DPU, One South Station, Boston, MA, 02110. You may also contact the DPU for inquiries regarding the competitive retail energy market at 877-886-5066.
8. **Final Bill.** Customer is liable for all Atlantic charges until Customer returns to the LDC 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.
9. **NOTICE TO CUSTOMERS ON STANDARD OFFER GENERATION SERVICE:** by enrolling with Atlantic you are switching away from your distribution company's standard offer generation service though default generation service is available to you whenever needed. Be aware that the service you are currently receiving from your distribution company is "standard offer generation service," the rate for which has been approved by the Department of Telecommunications and Energy and which, subject to adjustment for potential developments such as inflation, must result in a 10% discount from the rate in effect during August 1997. You may remain on this service until the end of February 2005. Should you choose to receive service from a competitive supplier rather than your distribution company prior to February 2005, you will not be eligible to return to standard offer generation service unless you qualify as a low-income customer or you have notified your distribution company, prior to February 28, 1999 and within 120 days (180 days if you are receiving service through a public aggregator) of when you first received competitive service, of your desire to return to standard offer generation service.
10. **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 Independent System Operator – New England ("ISO-NE") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC 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 LDC and in response to information provided by the LDC. The Delivery Points for the electricity will be a point at the ISO-NE Atlantic load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.
11. **Title.** Customer and Atlantic agree that title to, control of, and risk of loss to the electricity supplied by Atlantic under this Agreement will transfer from Atlantic to Customer at the Delivery Point(s).
12. **Warranty.** This Agreement, including the LED Lighting Program Addendum, 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.

13. **Force Majeure.** Atlantic will make commercially reasonable efforts to provide 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 LDC (including, but not limited to, a facility outage on its electric distribution lines or electric facilities), or any other cause beyond Atlantic’s control.
14. **Liability.** The remedy in any claim or suit by Customer against Atlantic will be solely limited to direct actual damages (which will not exceed the amount of Customer’s single largest monthly invoice amount in the immediately preceding 12 months) and the additional remedies set forth in the attached LED Lighting Program Addendum. 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.
15. **Atlantic Contact Information.** Customer may contact Atlantic’s Customer Service Center at 1.800.917.9133, 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, 1166 W Newport Center Dr., Ste. 112, Deerfield Beach, FL 33442
16. **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. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The Consumer Division of the DPU can be reached by phone at 877-886-5066 or in writing at: Massachusetts Department of Public Utilities, Consumer Division, One South Station, Boston, MA 02110.
17. **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 MASSACHUSETTS 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.

18. **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 Commonwealth of Massachusetts. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Massachusetts. Without regard to the application of its conflicts of law principles.
19. **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.
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 rate, 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.** The LDC will continue to respond to emergencies. In the event of a service interruption or other emergency, Customer should immediately call the LDC directly.

Utility/LDC	Emergency Phone Number
Eversource (Western Massachusetts)	1-877-659-6326
Eversource (Eastern Massachusetts)	1-800-592-2000
National Grid	1-800-465-1212

22. **Universal Service Programs.** Your LDC may have programs available to customer who are on a limited or fixed income to assist them with utility bills. Some of these programs may include bill payment assistance and weatherization services. Information your LDC’s Universal Service Program can be obtained by contacting your LDC using the numbers provided in the Contract Summary above.
23. **Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.
24. **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.

**ELECTRICITY FACTS**  
 Atlantic Energy MA, LLC

Generation Price	Residential Customers																																																												
Average price per kWh at different levels of use. Prices do not include regulated charges for customer service and delivery.	Average Use per month	250 kWh	500 kWh	1000 kWh	2000 kWh																																																								
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Your average generation price will vary according to when and how much electricity you consume. See your most recent bill for your monthly use and your Terms of Service for the actual price.																																																													
Contract	• Minimum Length: 3 Years		• Contract Type: fixed price for 3 months then variable																																																										
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Demand for this electricity product in the period 1/1/21 - 12/31/21 was assigned generation from the following sources																																																													
Air Emissions	Air Emissions for 2021 in pounds per megawatt hour:																																																												
Carbon dioxide (CO <sub>2</sub> ), nitrogen oxides (NO <sub>x</sub> ), and sulfur dioxide (SO <sub>2</sub> ) emission rates from these sources, relative to the regional average, and to the emission rates of a new generation unit.	<table border="1"> <thead> <tr> <th>Emission Rate Category</th> <th>CO<sub>2</sub></th> <th>NO<sub>x</sub></th> <th>SO<sub>2</sub></th> </tr> </thead> <tbody> <tr> <td><b>New England (1)</b></td> <td>539.37</td> <td>0.327</td> <td>0.094</td> </tr> <tr> <td><b>Imports (2)</b></td> <td>183</td> <td>0.26</td> <td>0.23</td> </tr> <tr> <td><b>New Unit (3)</b></td> <td>895</td> <td>0.06</td> <td>0.01</td> </tr> </tbody> </table>					Emission Rate Category	CO <sub>2</sub>	NO <sub>x</sub>	SO <sub>2</sub>	<b>New England (1)</b>	539.37	0.327	0.094	<b>Imports (2)</b>	183	0.26	0.23	<b>New Unit (3)</b>	895	0.06	0.01																																								
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**Labor Information**

23% of the electricity assigned to this electricity product came from power sources with union contracts with their employees.

77% of the electricity assigned to this electricity product came from power sources that used replacement labor during labor disputes between January 1, 2021 and December 31, 2021.

**NOTES**

1. Electricity customers in New England are served by an integrated power grid, not particular generating units. The above information is on generating units assigned to this electricity product. To obtain information on all generating units owned by, or under contract to Atlantic Energy, call 1 (800) 917-9133.
2. See next page and your contract terms and conditions for further information on this label. You may also call Atlantic Energy at 1 (800) 917-9133, or the Massachusetts Division of Energy Resources at 1 (800) 727-1234.
3. For customer service or complaints, please contact Atlantic Energy, call 1 (800) 917-9133.



## LABEL DESCRIPTION

### **Generation Price and Contract:**

Generation Prices displayed are representative average prices for electricity at usage levels that are typical for residential customers. Contract items displayed present the length of your contract for generation service, and the price terms included in your contract. See your recent bills to determine acreage monthly use, and your Terms of Service for additional information.

### **Power Sources:**

The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power throughout the region as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. Known Resources include resources that are owned by, or under contract, or under contract to, the supplier. System Power represents power purchased in the regional electricity market. Biomass refers to power plants that are fueled by wood or other plant matter. Hydro resources of greater than 30 megawatts in size are deemed “large hydro.” All other hydro resources are deemed “small hydro.” Other Renewables include fuel cells utilizing renewable fuel sources, landfill gas, and ocean thermal.

### **Emissions:**

Emissions for each of the following pollutants are presented as a percent of the regional average emission rate. Arrows represent, for each pollutant, the emission rate from a hypothetical new generation facility.

Carbon Dioxide (CO<sub>2</sub>) is released when fossil fuels (e.g., coal, oil, and natural gas) are burned. Carbon dioxide, a greenhouse gas, is a major contributor to global warming.

Nitrogen Oxides (NO<sub>x</sub>) form when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may cause respiratory illness in children with frequent high level exposure. NO<sub>x</sub> also contribute to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life.

Sulfur Dioxide (SO<sub>2</sub>) is formed when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO<sub>2</sub> include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO<sub>2</sub> combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.

### **Labor Data:**

The information on this label regarding whether generators or suppliers operate under collective bargaining agreements is provided to inform you about whether the energy was produced in plants where employee wages and working conditions are mutually determined by employees and management, and protected by union contracts. The information in this label regarding the use of replacement employees during a labor dispute is provided to inform you of whether or not a generator or supplier, during a strike by or lock-out of its employees, has replaced them with other workers.