

ATLANTIC ENERGY MD, LLC
PENNSYLVANIA SMART RATE CUSTOMER CONTRACT
ELECTRIC GENERATION SUPPLIER CONTRACT SUMMARY

Customer Name _____ Address _____ Utility Acct No. _____

Electric Generation Supplier Information	Atlantic Energy MD, LLC d/b/a Atlantic Energy Phone: (800) 917-9133 www.atlanticenergyco.com Email: Info@Atlanticenergyco.com 1166 W Newport Center DR, Suite 112, Deerfield Beach, FL 33442 Pennsylvania Electric Generation Supplier License Number: A-2016-2542085 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 bills. These charges will appear on your EDC bills separate and apart from your EDC’s distribution charges for delivering your electricity.
Price Structure	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. You will receive notice your variable rate has changed at the time of billing.
Electricity Generation Supply Price	Your electric supply price for your first two (2) billing cycles with Atlantic Energy is <<E Rate>> cents per kWh (“Introductory Period”). The electricity supply price for the first billing cycle after the Introductory Period is <<E Rate>> cents per kWh. Thereafter, your price will vary month-to-month based on the factors described above.
Statement Regarding Savings	Atlantic Energy’s electricity price may be higher or lower than the EDC’s price in any given month, and there is no guarantee of savings.
Deposit Requirements	None.
Incentives	Smart Home Bundle. 1 Wi-fi Smart Camera and 3 Wi-fi Color Changing LEDs after 90 days of service, 1 Bluetooth Speaker Bulb and 1 Wi-fi Smart Camera after 6 months of service, 10 Energy Efficient 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 service with Atlantic Energy.
Contract Start Date	Atlantic Energy will begin furnishing electricity supply service on the date set by the EDC.
Contract Duration/Length	This Contract will continue until terminated by either Us or You in accordance with the Cancellation Section of your disclosure statement.
Cancellation/Early Cancellation Fees	There is no early termination fee for this Contract.
End of Contract	This Contract will continue until terminated by either Us or You in accordance with the Cancellation Section of your disclosure statement. If Atlantic Energy wants to change the contract, 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. These notices will explain your options.
Right of Rescission	You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Atlantic Energy by phone at : 1-800-917-9133 or by mail at the address above

ATLANTIC ENERGY MD, LLC
PENNSYLVANIA SMART RATE CUSTOMER CONTRACT
NATURAL GAS SUPPLIER CONTRACT SUMMARY

Customer Name _____ Address _____ Utility Acct No. _____

Natural Gas Supplier Information	<p>Atlantic Energy MD, LLC d/b/a Atlantic Energy Phone: (800) 917-9133 www.atlanticenergyco.com Email: Info@Atlanticenergyco.com 1166 W Newport Center DR, Suite 112, Deerfield Beach, FL 33442 Pennsylvania Natural Gas Supplier License Number: A-2016-2542024 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>
Natural Gas Price Structure	<p>Your price for natural gas supply will be a variable price, per Ccf, plus taxes and fees, if applicable. The price is established based upon natural gas market pricing from the NYMEX exchange, transportation, and other market and business-related factors such as administrative costs, expenses, and margins. 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. You will receive notice your variable rate has changed at the time of billing.</p>
Natural Gas Supply Price	<p>Your natural gas supply price for your <u>first two (2) billing</u> cycles with Atlantic Energy is <<G Rate>> cents per Ccf (“Introductory Period”). The natural gas supply price for the first billing cycle after the Introductory Period will be <<G Rate>> cents per Ccf. Thereafter, your price will vary month-to-month based on the factors described above.</p>
Statement Regarding Savings	<p>Atlantic Energy’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>
Deposit Requirements	<p>None.</p>
Incentives	<p>None.</p>
Contract Start Date	<p>Atlantic Energy will begin furnishing natural gas supply service on the date set by the NGDC.</p>
Contract Duration/Length	<p>This Contract will continue until terminated by either Us or You in accordance with the Cancellation Section of your disclosure statement.</p>
Cancellation/Early Cancellation Fees	<p>There is no early termination fee for this Contract.</p>
End of Contract	<p>This Contract will continue until terminated by either Us or You in accordance with the Cancellation Section of your disclosure statement.</p>
Right of Rescission	<p>You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Atlantic Energy by phone at : 1-800-917-9133 or by mail at the address above</p>

ATLANTIC ENERGY MD, LLC

PENNSYLVANIA SMART RATE CUSTOMER CONTRACT ELECTRICITY AND NATURAL GAS SUPPLY DISCLOSURE STATEMENT AND TERMS OF SERVICE

Definitions

- **Ccf - Hundred Cubic Feet** - Unit of measure for the gas you use. One Ccf is the amount of gas used to run an average size house heater nonstop for one hour.
- **City Gate** - The point where interstate pipelines deliver gas into NGDC facilities.
- **Commission** - The Pennsylvania Public Utility Commission (PUC) is the state regulatory agency that provides oversight, policy guidance and direction to public utilities. The PUC licenses electric and natural gas suppliers but does not otherwise oversee or regulate suppliers.
- **Commodity** - Natural gas sold either by volume or heating value.
- **Commodity Charges** - The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms).
- **Consumer Contract** - This written disclosure statement of the terms of service between You and Atlantic.
- **Dekatherm** - A measure of the heat content value of gas, equal to 10 terms or one million BTUs. Gas usage is determined by multiplying the Mcf used by the heat content value of the gas.
- **Disclosure Statement** - A document contained within a customer's contract with a natural gas supplier that outlines specific terms and conditions that govern the relationship between the customer and the natural gas supplier for a specified length of time.
- **Distribution** - The delivery of electricity to your home or business. This includes local wires, transformers, substations and other equipment used to deliver electricity to end-use consumers from the high-voltage transmission lines. Distribution can also mean the delivery of natural gas from the city gate to the consumer.
- **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).
- **Estimated Reading** - During months when the NGDC does not read the customer's meter, the bill is based on previous gas usage, gas rates and the weather.
- **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 contract, 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 contract, 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 contract expires to get a lower price.
- **Generation** - The production of electricity.
- **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 contract between you and your supplier.

- Interstate Transportation System - Federally regulated, large capacity pipelines that transport natural gas across state lines from points of production to NGDCs' city gates.
- Kilowatt-hour (kWh) - The basic unit of electric energy for which most customers are charged in cents per kilowatt-hour. A kilowatt-hour is the equivalent of using ten 100-watt light bulbs for one hour.
- Mcf - An abbreviation denoting 1,000 cubic feet of gas. This is a measure of gas usage.
- 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 (Formerly called local distribution company).
- 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.
- Office of Consumer Advocate (COA) - An independent state agency that represents the interests of Pennsylvania residential utility customers before the Public Utility Commission in rate and service cases and before other state and federal regulatory agencies and courts.
- Options Notice - Suppliers send out an options notice at least 30 days prior to the contract's expiration date. This notice includes the specific changes to the terms of service being proposed; information on new prices; an explanation of the customer's options and how to exercise those options; the date by which the customer must exercise one of the options; the telephone numbers and website addresses for the Commission and the Office of Consumer Advocate (OCA); and the electric distribution company's Price to Compare.
- Renewal Notice - Suppliers send out an initial renewal notice 45 to 60 days prior to the contract's expiration date as a reminder that the contract is near the end date.
- Supplier or 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).
- Therms - A unit of heat equal to 100,000 British thermal units. Ten (10) Therms are equal to 1 Dekatherm. It is approximately the energy equivalent of burning 100 cubic feet (often referred to as 1 Ccf) of natural gas.
- Transmission - The movement of electricity from where it is produced to a local distribution system. Transmission can also mean the movement of natural gas through the interstate pipeline system for delivery to the NGDC.
- 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. 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. If you select a variable rate, the rate may change with market conditions. So if market prices increase, your rate may increase. If market prices drop, your rate may decrease.

1. **Contract 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 “Contract”). Atlantic is licensed by the Pennsylvania Public Utility Commission to offer and supply electricity generation services and natural gas supply in Pennsylvania. Our PUC license number for electricity generation supply is A-2016-2542085. Our PUC license number for natural gas supply is A- 2016-2542024. Subject to the terms and conditions of this Contract, 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.
2. **Contract Duration.** This Contract 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 until terminated by either Us or You in accordance with the Cancellation section below.
3. **Cancellation.** A Customer may cancel this Contract at any time by contacting Atlantic at (800) 917-9133 or by email at info@atlanticenergyco.com. There is no early termination fee for canceling this Contract. Atlantic may cancel this Contract at any time by providing written notice to Customer. Common reasons for Atlantic to cancel this Contract would include: Non-Payment – if your electricity or natural gas service is terminated by your EDC or NGDC, then this Contract is canceled on the date that your service is terminated. You will owe Us for amounts unpaid for Our charges for electricity generation and/or natural gas supply service up to the date of termination. Customer Move – if the customer moves from the address listed above, this Contract is canceled. If we cancel this Contract for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.
4. **Right of Rescission.** You may rescind this Contract 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.
5. **Contract Expiration/Change in Terms.** Unless otherwise agreed to, this Contract will continue until canceled in accordance with Section 3 above. If Atlantic Energy wants to change the contract, 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. These notices will explain your options.
6. **Price and Billing.** This is a variable price agreement. The price that you will pay per kWh for electricity generation supply may change each billing period, based on the following factors: Atlantic’s actual and estimated costs of obtaining electricity supply from PJM Interconnection, LLC, 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 electricity supply 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. Customers will receive notice of price changes at the time of billing.

The variable price for all-natural gas sold under this Contract is established on an approximately monthly basis and may change each billing period based on the following factors: natural gas market pricing from the NYMEX exchange, transportation, and other market and business-related factors such as administrative costs, expenses and margins. There is no limit on the amount that your natural gas price can decrease or increase from month to month. Your Atlantic natural gas price may be higher or lower than the NGDC's price in any particular month, and there is no maximum price. Customers will receive notice of price changes at the time of billing.

Your price includes estimated applicable taxes but excludes state sales tax and county tax. Customers can call Atlantic at (800) 917-9133 or visit our website at www.atlanticenergyco.com for current variable pricing and the previous 24 months' average billed historical prices (or as many months of data as is available to date, up to 24 months). Please note that historical prices are not indicative of present or future pricing.

Your electricity generation prices and charges are set by the generation supplier you have chosen. Natural gas commodity prices and charges are set by the natural gas supplier you have chosen. The Federal Energy Regulatory Commission regulates transmission prices and services. The Public Utility Commission regulates electricity and natural gas distribution prices and services. You will continue to receive your bill from your Electric Distribution Company (EDC) for all electricity supply and delivery charges, and your bill from your Natural Gas Distribution Company (NGDC) for all-natural gas supply and delivery charges. Your EDC and NGDC will continue to provide all emergency repairs and services. Atlantic is not affiliated with and does not represent your EDC or NGDC.

7. **Introductory Price.** The introductory price for electricity generation supply is <<E Rate>> cents per kWh. This price will apply to your first two (2) months of service from Atlantic. The electricity supply price for the first billing cycle after the Introductory Period is <<E Rate>> cents per kWh. Thereafter, the price will vary month-to-month based on the factors described above. The introductory price for natural gas supply is <<G Rate>> cents per Ccf. This price will apply to your first two (2) months of service from Atlantic. The natural gas supply price for the first billing cycle after the Introductory Period is <<G Rate>> cents per Ccf. Thereafter, the price will vary month-to-month based on the factors described above.
8. **Assignment.** Customer may not assign its interests in and delegate its obligations under this Contract without the express written consent of Atlantic. Atlantic may assign this Contract to another energy supplier, energy services company or other entity authorized by the PUC upon thirty (30) days prior written notice to customer.
9. **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 contract 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.

10. **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).

11. **Entire Contract.** This Contract, including Contract Summary and any attached enrollment form, as written, makes up the entire Contract between Customer and Atlantic. Atlantic makes no representations or warranties other than those expressly set forth in this Contract, and Atlantic expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.
12. **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.
13. **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.

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

15. **Contact Information.**

	<u>Supplier Information</u> - Atlantic Energy MD, LLC	<u>Pennsylvania Public Utility Commission</u>
Address	1166 W Newport Center Dr., Suite 112 Deerfield Beach, FL 33442	400 North St. Harrisburg, PA 17120
Phone Number	(800) 917-9133	(800) 692-7380
Email Address	info@atlanticenergyco.com	
Website	https://www.atlanticenergyco.com/	https://www.puc.pa.gov
Commission license number	Pennsylvania Electric Generation Supplier License Number: A-2016-2542085 Pennsylvania Natural Gas Supplier License Number: A-2016-2542024	

Information about shopping for an electric supplier is available at 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 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.

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

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 Contract.
18. **Choice of Laws.** This Contract 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.
19. **Taxes.** Except as otherwise provided in the Contract or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Contract, 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 Contract is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Contract 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 Contract including, but not limited to price, Atlantic shall have the right to modify this Contract to reflect such Regulatory Change by providing two separate written notices as set forth in the Paragraph titled "Contract Expiration/Change in Terms".
21. **Emergency Service.** Your EDC and NGDC 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 or NGDC at the numbers listed above.
22. **Parties Bound.** This Contract is binding upon the parties hereto and their respective successors and legal assigns. Customer and Atlantic have caused this Contract to be executed by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.
23. **Promotional Terms.** 1 Wi-fi Smart Camera and 3 Wi-fi Color Changing LEDs after 90 days of service, 1 Bluetooth Speaker Bulb and 1 Wi-fi Smart Camera after 6 months of service, 10 Energy Efficient 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 service 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. For Customers whose average electricity usage is less than 2,000

kilowatt hours per year, the promotion is limited to 5 LED Light Bulbs after 12 months of service.

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 makes no representations or warranties regarding the promotional products other than those expressly set forth in this Contract and provided by the manufacturer. Atlantic 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 for more details and product specifications.