

ATLANTIC ENERGY MD, LLC
DELAWARE THIRD PARTY SUPPLIER CUSTOMER CONTRACT
CONTRACT SUMMARY

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| Electricity Supplier Information | Atlantic Energy MD, LLC Phone: (800) 917-9133 Email: Info@Atlanticenergyco.com 1166 W Newport Center DR, Suite 112, Deerfield Beach, FL 33442 www.atlanticenergyco.com You have chosen Atlantic Energy as your electric supplier (“Atlantic”). Atlantic is not affiliated with your electric distribution company (“EDC”). Atlantic 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. |
| Public Service Commission Information | Delaware Public Service Commission 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904 (800) 282-8574 https://depsec.delaware.gov/ |
| 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’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. |
| Electricity Generation Supply Price | Your electricity supply price for your first billing cycle with Atlantic Energy will be <<Rate>>¢/kWh (“Initial Rate”). Thereafter, your price will vary month-to-month based on the factors described above. You can access the current variable price on this contract summary at the time of contracting. You may contact us at the number above or by visiting our website at https://www.atlanticenergyco.com/delaware-natural-gas-electricity/ to access the variable rate after the Initial Rate expires. We will send you notice of rate changes as required in the Delaware Administrative Code either by US Mail or email if you elected to receive electronic communications. |
| Historical Prices | You can access the previous 24 months’ average monthly billed prices by calling Atlantic at the number above or visiting our website at https://www.atlanticenergyco.com/delaware-natural-gas-electricity/ . Note that historical pricing is not indicative of present or future pricing. |
| Statement Regarding Savings | Atlantic’s electricity price may be higher or lower than the utility’s price in any given month, and there is no guarantee of savings. |
| Contract Start Date | Atlantic Energy will begin furnishing electricity supply service on the date set by your Utility. |
| Contract Term | The Initial Term of this Agreement is <<Term>>. |
| Cancellation/ Early Termination Fees | None |
| Electric Distribution Company Information | Your electric utility will continue to deliver your electricity and charge you for distribution. In case of emergency, outage, or other service issues, please contact your electric utility directly: Delmarva Power & Light Company: (800) 375-7117 https://depsec.delaware.gov/ |

For additional information, please refer to your terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact Atlantic using the information above.

ATLANTIC ENERGY MD, LLC

DELAWARE THIRD PARTY SUPPLIER CUSTOMER CONTRACT TERMS OF SERVICE

- 1. Background.** This is an agreement between Atlantic Energy MD, LLC. (“Atlantic”, “Us”, “We”, “Our”), an independent electricity generation supplier, and the undersigned customer (“Customer”, “You”, “Your”) under which Customer shall obtain electricity supply service and begin enrollment with Atlantic (the “Agreement”). Atlantic is licensed by the Delaware Public Service Commission (“PSC”) to provide electricity supply services in Delaware. Our license number for electricity supply is 16-0778.
- 2. 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. You will continue to receive your bill from your Electric Distribution Company (“EDC”) for all electricity supply and delivery charges. Your EDC will continue to provide all emergency repairs and services. Atlantic is not affiliated with and does not represent your EDC.
- 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 <<Term>> or billing cycles. The Term for the initial period is referred to as the “Initial Term”.
- 4. Price and Billing.** This is a variable price agreement. The price that you will pay for your initial month of service from Atlantic will be <<Rate>>¢/kWh (the “Initial Rate”). Thereafter, 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. Your Atlantic electricity price may be higher or lower than the EDC’s price in any particular month. *There is no limit on how much the price may change from one billing cycle to the next.* You can access variable rates after the Initial Rate expires and a previous 24 months’ average monthly billed price history by calling or emailing Atlantic using the contact information provided on the Contract Summary or by visiting Atlantic’s website at <https://www.atlanticenergyco.com/delaware-natural-gas-electricity/>. Note that historical pricing is not indicative of present or future pricing.
- 5. Right of Rescission.** Customer may rescind this Agreement without penalty at any time before midnight of the third business day after receiving a copy of this Agreement by contacting Atlantic by phone at (800) 917-9133 or by email at info@atlanticenergyco.com. This Agreement shall not be legally binding upon Customer until the 3 business day rescission period has expired and Customer has not exercised its right to rescind this Agreement. The Rescission Period begins when the Customer signs the Contract; transmits the electronic acceptance of the Contract electronically, or when the Customer receives the Contract and Contract Summary by mail. There shall be a rebuttable presumption that a Contract and Contract Summary correctly addressed to a Customer with sufficient first class postage attached shall be received three (3) days after it has been properly deposited in the United States mail.
- 6. Cancellation by Atlantic.** Atlantic may cancel this agreement at any time upon providing 30 days written notice to Customer. This includes termination for non-payment. If your electricity service is terminated by your EDC, then this agreement is canceled on the date that your electric service is terminated or that Atlantic receives notice Your account is pending termination for non-payment, whichever is earlier. You will owe Us for amounts unpaid for Our charges for electricity generation service up to the date of termination. If You would like to maintain ongoing service, you must reside within Atlantic’s service territory and you must timely pay your bills. If We cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.
- 7. Cancellation by Customer.** A customer may cancel this Agreement by contacting Atlantic at (800) 917-9133 or by email at info@atlanticenergyco.com. There is no fee for canceling this Agreement, however, if you cancel this agreement you will owe us for amounts unpaid up to the date of cancellation. The Customer may also return to the utility for Standard Offer Supply. Please note that it may take 1-2 billing cycles for your utility to process a request to cancel this agreement or switch suppliers. If You move to an address outside of Atlantic’s service territory, you may cancel this Agreement without a termination fee.
- 8. Renewal Terms.** This contract will automatically renew. At least thirty (30) but no more than sixty (60) days prior to the end of the Term, Atlantic will send you a renewal notice reminding you of the pending automatic renewal (“Renewal Notice”). The Renewal Notice will be sent via US Mail or email if You elected to receive electronic communications. At the end of the Contract Term, if you have not canceled the renewal of this Agreement, selected another supplier, or opted to return to the EDC’s standard offer service, this Agreement will automatically renew on a month-to-month basis with a monthly variable rate methodology with no change to the

remaining terms (the “Renewal Term”).

9. **Promotional Terms/Incentives.** 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 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.

10. **Change in Material Terms.** If there is a change in material terms of this Agreement, Atlantic will provide You written notice either sent via US Mail or email if you elected to receive electronic communications. The notice will be sent at least thirty (30) but not more than sixty (60) days prior to the effective date of any material changes.

11. **Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement. Atlantic may assign this Agreement to another energy supplier, energy services company or other entity authorized by the PSC upon thirty (30) days prior written notice to Customer.

12. **Information Release Authorization.** Customer authorizes Atlantic to obtain and review the following information from the EDC: 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. 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. Customer’s execution of this Agreement shall constitute authorization for the release of this information to Atlantic. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Atlantic or by calling Atlantic at (800) 917-9133. Atlantic reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

13. **Agency.** 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.

14. **Entire Agreement.** This Agreement, including the 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.

15. **Force Majeure.** Atlantic will make commercially reasonable efforts to provide for 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.

16. **Payment Provisions.** Customer will make all payments for Atlantic’s electricity supply charges to Your EDC.

Your EDC maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the Delaware Public Service Commission’s regulations.

17. **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. Atlantic will adhere to the provision in 26 DE Admin. Code §3002-3.2.2 regarding good faith disputes. 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 Public Service Commission (“PSC”) or the Delaware Division of the Public Advocate (“DPA”) as provided below.

18. **Contact Information.**

| | Atlantic Energy MD, LLC Electricity Supplier | Delaware Public Service Commission | Delaware Division of the Public Advocate | Delmarva Power Electric Distribution Company |
|---------------------|---|--|---|---|
| Phone Number | (800) 917-9133 | (800)282-8574 | (888) 607-2427 | (800) 898-8042 |
| Address | 1166 W Newport Center Dr., Ste. 112 Deerfield Beach, FL 33442 | 861 Silver Lake Boulevard, Cannon Building, Suite 100 Dover, DE 19904 | 29 South State Street Dover, DE 19904 | Corporate Correspondence Delmarva Power P.O. Box 17006 Wilmington, DE 19850-7006 |
| Website | https://www.atlanticenergyco.com/ | https://dep.sc.delaware.gov/ | https://publicadvocate.delaware.gov/contact-information/ | https://www.delmarva.com/ |
| Fax | (516) 922-2055 | | | |
| Email | info@atlanticenergyco.com | | | |

19. **WAIVER OF JURY TRIAL.** IF NOT RESOLVED BY THE PSC OR DPA, ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF DELAWARE 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.

20. **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.

21. **Choice of Laws.** This Agreement shall be construed under and shall be governed by the laws of the State of Delaware without regard to the application of its conflicts of law principles.

22. **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.

23. **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 written notice to customer.

24. **Emergency Service.** Your EDC will continue to respond to outages and emergencies. In the event of an outage or other emergency, Customer should immediately call the EDC at the number listed above.

25. **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.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Notice of Cancellation

Date of Transaction: _____

You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Atlantic Energy, at 1166 W Newport Center Dr., Ste. 112, Deerfield Beach, FL 33442 not later than midnight of <<DATE THAT IS 3 BUSINESS DAYS AFTER TPV SALE DATE>>

I hereby cancel this transaction.

_____ (Date)

_____ (Buyer's signature)

Notice of Cancellation

Date of Transaction: _____

You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation.

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_____ (Buyer's signature)