

ENERGY SUPPLIER



<b>Customer Name:</b>			<b>Account Number:</b>		
			<b>Utility/LDC:</b>		
<b>Address:</b>			<b>Service/Rate Class:</b>		
CITY	STATE	ZIP	<b>Contract Service Dates</b>	FROM:	TO:
<b>Telephone #:</b>			<b>Residential</b>		
<b>Email:</b>			<b>Electric</b>		

**ATLANTIC ENERGY MA, LLC CONNECTICUT FIXED PRICE ELECTRICITY SUPPLY**

<b>Generation Rate</b>	\$0.139 /kWh					
<b>Rate Plan</b>	Fixed					
<b>Service Location</b>	<table border="0" style="width:100%"> <tr> <td style="width:33%">NUMBER &amp; STREET NAME</td> <td style="width:33%">APARTMENT, SUITE, ETC.</td> <td style="width:15%">CITY</td> <td style="width:10%">STATE</td> <td style="width:9%">ZIP CODE</td> </tr> </table>	NUMBER & STREET NAME	APARTMENT, SUITE, ETC.	CITY	STATE	ZIP CODE
NUMBER & STREET NAME	APARTMENT, SUITE, ETC.	CITY	STATE	ZIP CODE		
<b>Contract Term &amp; Expiration</b>	The length of your contract is 24 complete billing cycles. The contract expires on your _____/_____/_____ meter reading date. <small>MONTH YEAR</small>					
<b>Contract Renewal</b>	Atlantic Energy will send written notice to you 30-60 days prior to the expiration of the Initial Term. This notice will include a summary of any new or altered terms for continuation of your service from Atlantic, along with your renewal offer options. This Agreement will automatically renew at the new price and terms set forth in the Renewal Notice unless you choose another renewal offer					
<b>Other Fees</b>	Cancellation fee- \$0					
<b>Right to Cancel</b>	Customer may contact Atlantic's Customer Service Center at 1.800.917.9133, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) to cancel this contract. You can also contact your electric utility to return to Standard Service or enroll with another supplier to cancel service.					
<b>Emissions &amp; Generation Mix</b>	Refer to the Disclosure Label on page 2.					
<b>Supplier Contact Information</b>	Atlantic Energy MA, LLC 4602 21st st, Suite 1884 Long Island City, New York, 11101 1.800.917.9133 www.Atlanticenergyco.com					
<b>Public Utilities Regulatory Authority (PURA) Contact Information</b>	You can contact the PURA with questions about licensed suppliers and Generation Rates or to file a complaint. PURA's Consumer Services Unit - 800-382-4586 PURA's Website - www.ct.gov/pura					

**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 MA, LLC  
 \_\_\_\_\_  
 By:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_

For: Customer  
 \_\_\_\_\_  
 By:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_

## ATLANTIC ENERGY MA, LLC CONNECTICUT FIXED PRICE ELECTRICITY SUPPLY TERMS AND CONDITIONS Residential Customers

Agreement to Sell and Purchase Energy. Customer and Atlantic have caused this Agreement to be formed by the completion of an independent Third Party Verification to confirm the Customer's enrollment with Atlantic Energy under the terms described herein. These Terms and Conditions, together with the attached Welcome Letter, Contract Summary, and Disclosure Label, 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"). 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. Customer's LDC(s) will continue to deliver the electricity supplied by Atlantic.

**Right of Rescission – You have the right to cancel this service agreement until midnight of the third business day after the date that you receive this written agreement. To cancel this service agreement, you can contact Atlantic's Customer Service Center at 1.800.917.9133, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change), write to Atlantic at: Atlantic, 4602 21st st, Suite 1884 Long Island City, New York, 11101 or email us at [info@atlanticenergyco.com](mailto:info@atlanticenergyco.com).**

**Term.** The Term of this Agreement is 24 months. The Term shall commence as of the date of the first meter reading after the change of Customer's electricity generation supplier to Atlantic is deemed effective by the LDC, and shall continue for 24 months. The Term for the initial period is referred to as the "Initial Term". Atlantic Energy will send written notice to you 30-60 days prior to the expiration of the Initial Term. This notice will include a summary of any new or altered terms for continuation of your service from Atlantic, along with your renewal offer options. This Agreement will automatically renew at the new price and terms set forth in the Renewal Notice unless Customer notifies Atlantic energy otherwise; provided that, Customers that automatically continue on a fixed rate plan will have (7) business days of receiving the first bill after the automatic renewal to cancel without penalty or cancellation fee. If receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial term, and Customer or Atlantic may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party.

**Pricing, Billing, and Termination.** This is a fixed price agreement. The price that you will pay for electricity supply during the Initial Term is \$0.139/kWh. The fixed price does not include applicable state and local sales tax that the customer is obligated to pay. Your ATLANTIC price may be higher or lower than your LDC's price in any particular month. If there is a material adverse change in the business or financial condition of Customer (as determined by Atlantic at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Atlantic may terminate this Agreement upon 15 days' written notice to Customer. Customers can compare Atlantic price to Customer's current price by reviewing Customers' current charges for electricity generation service which are reflected on Customer's electricity bill. There is no fee for cancelling this Agreement during the Initial term. Customer will continue to receive one bill from its LDC(s), which will include Atlantic's charges for electricity. Atlantic may assign and sell Customer accounts receivable to the LDC. Failure by a commercial customer to make full payment of Atlantic charges due on any consolidated bill prepared by the LDC for Atlantic will be grounds for disconnection of utility services in accordance with applicable rules and regulations on the termination of service. Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys' fees (if suit is filed) and reasonable collection agency fees. A \$30 fee will be charged for all returned payments.

**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. By beginning enrollment with Atlantic, Customer acknowledges and consents to the assignment by Atlantic of this Agreement to another energy supplier, energy services company or other entity as authorized by the Connecticut PURA. If Atlantic assigns this Agreement to another supplier, all terms of the Agreement, including pricing terms, will remain in effect. If Atlantic assigns this Agreement to another supplier, Atlantic will provide you with a "Notice of Assignment" at least 45 days prior to the intended assignment.

**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, is human needs, elderly, blind or disabled and data applicable to cold weather periods under. 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.

**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 Connecticut PURA at: Connecticut PURA, 10 Franklin Square, New Britain, Connecticut, 06051, Attn: Consumer Assistance and Information Unit; Phone: 800-382-4586, or visit the PURA's website at [www.ct.gov/pura](http://www.ct.gov/pura).

**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 tried up subsequent to the final meter reading.

**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.

**Warranty.** This Agreement, including the Welcome Letter, Contract Summary, Disclosure Label, 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.

**Force Majeure.** Atlantic will make commercially reasonable efforts to provide natural gas and/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 LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Atlantic's control.

**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.

**Atlantic Contact Information.** Customer may contact Atlantic's Customer Service Center at 1.800.917.9133, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Atlantic at: Atlantic, 4602 21st st, Suite 1884 Long Island City, New York, 11101 or email us at [info@atlanticenergyco.com](mailto:info@atlanticenergyco.com)

**Dispute Resolution.** 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. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity.

**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 CONNECTICUT 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.

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

**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.

**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.

**Emergency:** The LDC will continue to respond to leaks and emergencies. In the event of a service interruption or other emergency, Customer should immediately call the LDC directly.

In the event of a power outage, electric meter problem or other service need, contact your Local Utility as listed below:

Local Utility	Customer Service	Emergency
Eversource Energy (formerly CL&P)	1-800-286-2000	1-800-286-2000
United Illuminating	1-800-722-5584	1-800-722-5584

**Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**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.