

Customer Name:			Account Number:		
Business Name:			Utility/LDC:		
Address:			Service/Rate Class:		
CITY	STATE	ZIP	Contract Service Dates	FROM:	TO:
Telephone #:			Commercial		
Email:			Electric		
Customer Acknowledgment Form					
1. I understand that Atlantic Energy does not represent my Local Distribution utility.					INITIAL
2. I am authorized to make decisions regarding enrollment with an electricity supplier for this account, and I understand that I am enrolling with Atlantic Energy for electricity supply for a term of 24 months					INITIAL

Atlantic Energy MD, LLC

For: Customer

By:

By:

Title:

Title:

Date:

Date:

Atlantic Energy MD, LLC - OHIO Electricity Supply Fixed Price Terms of Service - Commercial Customers

Background

This is an agreement between Atlantic Energy MD, LLC. (“ATLANTIC”), a Competitive Retail Electricity Supplier (“CRES”), and the undersigned customer (“Customer”) under which Customer shall obtain electricity generation supply service and begin enrollment with ATLANTIC (the “Agreement”). ATLANTIC is certified by the Public Utilities Commission of Ohio (PUCO) to offer and supply electricity generation services in Ohio. Our certificate number for electricity supply is 16-1567—EL-CRS. 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.

- 1. Agreement to Sell and Purchase Energy.** Subject to the terms and conditions of this Agreement, ATLANTIC agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity as necessary to meet Customer’s requirements based upon consumption data obtained by ATLANTIC from the EDC.
- 2. Right of Rescission –** Your EDC will send you a notice to confirm your choice of Atlantic. You may cancel this Agreement with no penalty within seven calendar days after your EDC sends your enrollment confirmation by contacting 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 the period designated in the Customer Enrollment Form. The Term for the initial period is referred to as the “Initial Term”.
- 4. Agreement Expiration/Change in Terms -** Unless otherwise agreed to, upon completion of an Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms. ATLANTIC will provide you with a written notice forty-five to ninety days prior to the expiration of this Agreement. If a customer switches back to the electric utility, they may or may not be served under the same rates, terms and conditions that apply to other customers served by the electric utility
- 5. Price and Billing-** This is a fixed price agreement. The price that you will pay for electricity generation supply is \$.099 per kWh, plus \$.03 per kWh for participating in the LED Program, for a total rate of \$.129 per kWh during the Initial Contract Term. Your ATLANTIC price includes transmission charges and estimated total state taxes, but excludes sales tax. ATLANTIC does not offer budget billing for the generation portion of the bill. Customer’s electric utility may charge switching fees. Customer has the right to request from ATLANTIC, twice within a twelve-month period, up to twenty four months of the customer’s payment history without charge.
- 6. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of ATLANTIC. ATLANTIC may assign this Agreement to another energy supplier, energy services company or other entity authorized by the PUCO upon thirty (30) days prior written notice to customer.
- 7. Cancellation; Early Termination Fee -** A customer may cancel this Agreement by contacting ATLANTIC at (800) 917-9133 or by email at info@atlanticenergyco.com. If Customer who has received free LED bulb products from ATLANTIC terminates this Agreement prior to the end of the Initial or Renewal Term, the Customer shall pay Atlantic an LED product fee. The LED fee is calculated as the sum value of the retail price listed for each bulb provided to customer as listed in the LIGHTING SPECIFICATION IDENTIFICATION form. The LED fee will be prorated to 25%, 50% or 75% after expiration of 18, 12 or 6 months of Initial Term. ATLANTIC may cancel this agreement at any time upon providing 30 days written notice to Customer. Common reasons for ATLANTIC to cancel this agreement would include: Non-Payment – If your electricity service is terminated by your EDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of termination. Customer Move – Atlantic may cancel this agreement upon providing 14 days written notice to Customer if Customer moves outside of an area served by Atlantic or where Atlantic charges a different price. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.
- 8. 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. ATLANTIC will not disclose a customer's Social Security number and/or account number without the customer's consent except for ATLANTIC'S own collections and credit reporting, participation in programs funded by the Universal Service Fund or assigning a customer contract to another CRES provider.

Customer's execution of this Agreement shall constitute authorization for the release of this information to Atlantic. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Atlantic or by calling Atlantic at 1.800.917.9133. Atlantic reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

9. Agency-Electric: Customer hereby designates Atlantic as agent to; (a) arrange and administer contracts and service agreements between Customer and Atlantic and those entities including the PJM Interconnection engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Atlantic as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.

10. Entire Agreement. This Agreement, any attached enrollment form and LED Addendum, as written, makes up the entire Agreement between Customer and ATLANTIC. ATLANTIC makes no representations or warranties other than those expressly set forth in this Agreement, and ATLANTIC expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Force Majeure. ATLANTIC will make commercially reasonable efforts to provide or electricity hereunder but ATLANTIC does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of ATLANTIC ("Force Majeure Events") may result in interruptions in service. ATLANTIC will not be liable for any such interruptions caused by a Force Majeure Event, and ATLANTIC is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the EDC (including, but not limited to, a facility outage on electricity or natural gas facilities), or any other cause beyond ATLANTIC's control.

12. Payment Provisions- Customer will receive one bill each month issued by your EDC which will include Atlantic Energy's charges. Customer will make all payments for ATLANTIC's electricity supply charges to your EDC. Your EDC maintain the right to terminate service for any unpaid utility or supplier charges, pursuant to the PUCO'S regulations. The failure to pay electric utility charges may result in the customer being disconnected in accordance with the electric utility tariff.

13. Dispute Procedures- In the event of a billing dispute or a disagreement involving ATLANTIC's service hereunder, the parties will use their best efforts to resolve the dispute. Customer may contact ATLANTIC by telephone or in writing, as provided below.

If your complaint is not resolved after you have called ATLANTIC and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact PUC via 7-1-1 (Ohio Relay Service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

14. Contact Information:

Supplier Information:

ATLANTIC ENERGY

4602 21st St., Suite 1884, Long Island City, NY 11101

PHONE: (800) 917-9133 (M-F 9 a.m. to 5 p.m. Eastern time) FAX: (516) 922-2055 EMAIL: info@atlanticenergyco.com

15. WAIVER OF JURY TRIAL. ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY A COURT IN THE STATE OF OHIO OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES BY A TRIAL BEFORE A JUDGE AND THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL. 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 ARISING UNDER OR RELATING TO THIS AGREEMENT.

16. 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.

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

18. 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.

19. 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 two separate written notices as set forth in Paragraph 4.

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

21. Environmental Characteristics and Electric Generation Mix. Information regarding the generation sources and environmental characteristics of the electricity supplied by ATLANTIC is available at www.atlanticenergyco.com.

22. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and ATLANTIC have caused this Agreement to be executed by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

23. LED Program. If Customer has agreed as part of enrollment for supply service with Atlantic to participate in a LED Lighting Program, the terms and conditions set forth in the LED Lighting Program Addendum annexed to this Agreement are incorporated herein and made a part of this Agreement.