

ATLANTIC ENERGY MD, LLC
OHIO COMPETITIVE RETAIL SUPPLIER SMART RATE CUSTOMER CONTRACT
TERMS OF SERVICE

1. **Agreement to Sell and Purchase Energy.** This is an agreement between Atlantic Energy MD, LLC. (“Atlantic”, “Us”, “Our”, “We”), a Competitive Retail Electricity Supplier (“CRES”) and a Competitive Retail Natural Gas Supplier (“CRNGS”), and the undersigned customer (“Customer” or “You” or “Your”) under which Customer shall obtain electricity generation and natural gas 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 and natural gas supply services in Ohio. Our certificate number for electricity supply is 16-1141E and for natural gas supply is 18-640G(1). 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 and natural gas as necessary to meet Customer’s requirements based upon consumption data obtained by Atlantic from the Electric Distribution Utility (“EDU” or “Utility”) and the Natural Gas Distribution Company (“LDC” or “Utility”). Atlantic is not affiliated with and does not represent your EDU or LDC.

2. **Term.** Your service will begin on the next available meter reading date after processing of the request by the EDU or LDC as applicable. Your estimated start date is <<MONTH & YEAR = 30 days after TPV SALE DATE>>. The Agreement will continue until it is terminated by either Us or You in accordance with Section 3 below “Termination; Early Termination Fee”.

3. **Termination; Early Termination Fee.** Customer may cancel this Agreement at any time without penalty or early termination fee by contacting Atlantic at (800) 917-9133 or by email at info@atlanticenergyco.com. Customer may terminate this Agreement if Customer moves outside of an area served by Atlantic or where Atlantic charges a different price. If You voluntarily return to the LDC after terminating this Agreement, You may be charged a price other than the LDC’s applicable tariff rate.

The Agreement automatically terminates if Customer moves outside of the EDU or LDC’s service area or to an area not served by Atlantic or if Atlantic returns the customer to the Customer’s incumbent natural gas company’s applicable tariff service.

Atlantic may cancel this agreement at any time for any reason. If Customer fails to pay the bill or to meet any agreed upon payment arrangement, in accordance with the incumbent natural gas company’s tariffs this Agreement will automatically terminate. Atlantic will provide 14 calendar days written notice prior to termination for non-payment. If your electricity and natural gas service is terminated by your EDU or LDC, then this Agreement is terminated on the date that your service is terminated. You will owe us for amounts unpaid for our charges for electricity generation and natural gas service up to the date of termination. If we cancel this Agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

4. **Rescission.** Your EDU will send you a notice to confirm your choice of Atlantic for electricity supply. You may cancel your electricity Agreement with no penalty within seven (7) calendar days from the postmark date of the notice that your EDU sends with your enrollment confirmation by contacting your EDU either by phone or in writing. Your LDC will send you a notice to confirm your choice of Atlantic for natural gas supply. You may cancel your natural gas Agreement with no penalty within seven (7) business days from the postmark date of the notice that your LDC sends with your enrollment confirmation by contacting your LDC either by phone or in writing.

5. **Renewal.** Unless otherwise agreed to, this Contract will continue until canceled in accordance with Section 3 above. If Customer switches back to the EDU or LDC, Customer may or may not be served under the same rates, terms and conditions that apply to other customers served by the EDU or LDC.

6. **Price & Billing. This is a variable price agreement.** Your introductory price for electricity for the first three months of service with Atlantic is <<E RATE>> cents per kWh. The price that you will pay per kWh for electricity generation supply thereafter 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 prior period adjustments, inventory and balancing costs, transportation and transmission costs incurred by Atlantic, and Atlantic's administrative costs, expenses, and margins.

Your introductory price for natural gas for the first three months of service with Atlantic is <<G RATE>> cents per <<MCF/CCF>>. The price you will pay for natural gas thereafter will vary month to month based on the wholesale cost of natural gas from the NYMEX exchange (including commodity, capacity, storage and balancing), transportation to the Delivery Point, plus all applicable taxes, fees, charges and Atlantic's costs, expenses and margins.

There is no limit on the amount that your price can decrease or increase from month to month and there is no maximum price. Atlantic does not offer budget billing for the supply portion of the bill. Customer's EDU and LDC 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. Please note that historical pricing is not indicative of present or future pricing.

Atlantic will supply your electricity and/or natural gas and Your Utility will continue to deliver electricity and/or natural gas, read Your meter, and send You Your bill. You will continue to receive one bill from your Utility. Failure to pay these bills may result in You being disconnected in accordance with the Utility's tariff. Your Utility will continue to provide all emergency repairs and services.

7. **Information Release Authorization.** Customer authorizes Atlantic to obtain and review the following information from the EDU and LDC: 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 Customer's express written consent except for Atlantic's own collections and credit reporting, participation in programs funded by the Universal Service Fund pursuant to Section 4928.52 of the Ohio Revised Code or assigning a customer contract to another supplier certified to do business in Ohio. The Customer's social security number, account number(s) or any other customer information will not be released without the customer's express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29.09 of the Administrative Code. 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.

8. **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.

9. **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 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>.

10. **Contact Information.**

Supplier Information:

Atlantic Energy MD, LLC
 1166 W Newport Center Dr., Ste. 112
 Deerfield Beach, FL 33442
www.atlanticenergyco.com
 PHONE: (800) 917-9133 (M-F 9am to 7pm Eastern time, subject to change)
 FAX: (516) 922-2055
 EMAIL: info@atlanticenergyco.com

Utility Information:

AEP Ohio	1-800-672-2231
Cleveland Electric Illuminating Company	1-800-589-3101
Dayton Power and Light Co.	1-800-433-8500
Duke Energy Ohio	1-800-544-6900
Ohio Edison Company	1-800-633-4766
Ohio Power Company	1-800-672-2231
The Toledo Edison Company	1-800-447-3333
Columbia Gas of Ohio Inc.	1- 800-344-4077
The East Ohio Gas Company (d/b/a Dominion Energy Ohio)	1-800-362-7557

11. **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 EDU 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 EDU and in response to information provided by the EDU. These services are provided on an arm’s length basis and market-based compensation is included in the rate noted above.

12. **Entire Agreement.** This Agreement, 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 service 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 Local Utility (including, but not limited to, a facility outage on electricity or natural gas facilities), or any other cause beyond Atlantic's control.
 14. **Payment Provisions.** Customer will receive one (1) bill each month issued by your EDU and LDC which will include Atlantic's charges. Customer will make all payments for Atlantic's electricity charges to your EDU and Atlantic's natural gas supply charges to your LDC. Your EDU and LDC maintain the right to terminate service for any unpaid utility or supplier charges, pursuant to the PUCO'S regulations. The failure to pay electric and/or natural gas utility charges may result in the customer being disconnected in accordance with the electric and/or natural gas utility tariff.
 15. **WAIVER OF JURY TRIAL.** ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT THAT CANNOT BE RESOLVED PURSUANT TO THE DISPUTE PROCEDURES ABOVE 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 written notices as set forth above and obtaining customer consent.
 20. **Emergency Service.** Your EDU and LDC 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 EDU and LDC 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 and is incorporated by reference into this Agreement.
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. **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 EfficientLED 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.

Months of service must be continuous and consecutive to qualify to receive the identified products. Products will be shipped directly to Customer approximately twenty (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 Agreement 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.