

**ENERGY SUPPLIER**



Customer Name:			Account Number:		
Business Name:			Utility/LDC:		
Address:			Service/Rate Class:		
CITY	STATE	ZIP	Contract Service Dates	FROM:	TO:
Telephone #:			Residential <input type="checkbox"/> Commercial <input type="checkbox"/>		
Email:			GAS <input type="checkbox"/> ELECTRIC <input type="checkbox"/> BOTH <input type="checkbox"/>		

**Customer Acknowledgement Form**

1. I understand that Atlantic Energy does not represent my Local Distribution utility.	INITIAL
2. I understand that I am enrolling with Atlantic Energy for Electricity and/or Natural Gas Supply for a term of 24 months and if canceled prior to the completion of this term I will be responsible to pay an early termination fee.	INITIAL

**ATLANTIC ENERGY MD, LLC PENNSYLVANIA CONTRACT SUMMARY FIXED PRICE ELECTRICITY SUPPLY**

<b>Electric Generation Supplier Information</b>	<p><b>Atlantic Energy MD, LLC, 4602 21st St, Suite 1884, Long Island City, New York, 11101</b>  <b>PHONE: (800) 917-9133 FAX: (516) 922-2055 EMAIL: info@atlanticenergyco.com</b></p> <p>You have chosen Atlantic Energy as your electric generation supplier. 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.</p>																								
<b>Price Structure</b>	Fixed																								
<b>Electricity Generation Supply Price</b>	\$.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.																								
<b>Statement Regarding Savings</b>	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.																								
<b>Contract Start Date</b>	Atlantic Energy will begin furnishing electricity supply service on a date set by the EDC.																								
<b>Deposit Requirements</b>	None																								
<b>Incentives/Promotions</b>	Atlantic will provide customer with free LED light bulbs at the premises where service is provided. The type, number and placement of the LED lighting will be determined by Atlantic at its sole discretion based upon a review and examination of the relevant premises.																								
<b>Contract Term</b>	The Initial Term of this Agreement is 24 Billing Cycles																								
<b>Cancellation/ Early Termination Fees</b>	You will receive two separate written notifications that precede the expiration date of the Initial Term. 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 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, respectively.																								
<b>Renewal Terms</b>	Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology																								
<b>Electric Distribution Company (Default Service Provider) Information</b>	<p>The EDC is responsible for distribution charges. Your EDC will continue to deliver your electricity and charges you for distribution. In case of emergency, outage, or other service issues, please contact your EDC directly:</p> <table border="0"> <tr> <td>Citizen Electric</td> <td>(570) 524-2231</td> <td>Duquesne Light Co.</td> <td>(888) 393-7000</td> </tr> <tr> <td>Metropolitan Edison</td> <td>(888) 544-4877</td> <td>West Penn Power</td> <td>(888) 544-4877</td> </tr> <tr> <td>Penelec</td> <td>(888) 544-4877</td> <td>Penn Power</td> <td>(888) 544-4877</td> </tr> <tr> <td>Pike County Light</td> <td>(877) 434-4100</td> <td>PPL Electric</td> <td>(800) 342-5775</td> </tr> <tr> <td>UGI</td> <td>(800) 276-2722</td> <td>Wellsboro Electric</td> <td>(570) 724-3516</td> </tr> <tr> <td>PECO Energy</td> <td>(800) 841-4141</td> <td></td> <td></td> </tr> </table>	Citizen Electric	(570) 524-2231	Duquesne Light Co.	(888) 393-7000	Metropolitan Edison	(888) 544-4877	West Penn Power	(888) 544-4877	Penelec	(888) 544-4877	Penn Power	(888) 544-4877	Pike County Light	(877) 434-4100	PPL Electric	(800) 342-5775	UGI	(800) 276-2722	Wellsboro Electric	(570) 724-3516	PECO Energy	(800) 841-4141		
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PECO Energy	(800) 841-4141																								

**Atlantic Energy MD, LLC**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**For: Customer**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ATLANTIC ENERGY MD, LLC PENNSYLVANIA CONTRACT SUMMARY FIXED PRICE NATURAL GAS SUPPLY**

<b>Natural Gas Supplier Information</b>	<b>Atlantic Energy MD, LLC - 4602 21st, Suite 1884 Long Island City, NY 11101</b> PHONE: (800) 917-9133 FAX: (516) 922-2055 EMAIL: info@atlanticenergyco.com 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.
<b>Price Structure</b>	Fixed
<b>Natural Gas Supply Price</b>	\$.599 per therm during the Initial Contract Term
<b>Statement Regarding Savings</b>	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.
<b>Contract Start Date</b>	Atlantic Energy will begin furnishing natural gas supply service on a date set by the NGDC.
<b>Deposit Requirements</b>	None
<b>Incentives/Promotions</b>	Atlantic will provide customer with free LED light bulbs at the premises where service is provided. The type, number and placement of the LED lighting will be determined by Atlantic at its sole discretion based upon a review and examination of the relevant premises.
<b>Contract Term</b>	The Initial Term of this Agreement is 24 Billing Cycles
<b>Cancellation/ Early Termination Fees</b>	You will receive two separate written notifications that precede the expiration date of the Initial Term. 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 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, respectively.
<b>End of Term</b>	Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology

**ATLANTIC ENERGY**  
**WWW.ATLANTICENERGYCO.COM**  
**4602 21st St, Suite 1884,**  
**Long Island City, New York, 11101**  
**PHONE: (800) 917-9133**  
**FAX: (516) 922-2055**  
**EMAIL: INFO@ATLANTICENERGYCO.COM**

**Atlantic Energy MD, LLC - Pennsylvania Electricity and Natural Gas Supply  
Fixed Price Disclosure Statement and Terms of Service**

**Background**

This is an agreement between Atlantic Energy, Inc. ("ATLANTIC"), an independent electricity generation and natural gas supplier, and the undersigned customer ("Customer") under which Customer shall obtain electricity generation supply service and natural gas supply and begin enrollment with ATLANTIC (the "Agreement"). 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. Your electricity generation prices and charges will be set by ATLANTIC. Natural gas commodity prices and charges are set by ATLANTIC. The Federal Energy Regulatory Commission regulates electricity 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 one bill from your Natural Gas Distribution Company (NGDC) for all natural gas 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 or NGDC.

**Definitions**

Generation Charge - Charge for production of electricity. Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company. Commodity Charges- The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms).

**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, and the quantity of natural gas as necessary to meet Customer's requirements based upon consumption data obtained by ATLANTIC from the NGDC.

**2. 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 by phone at (800) 917-9133 or by email at [info@atlanticenergyco.com](mailto:info@atlanticenergyco.com).

**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/or NGDC, 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 (the "Renewal Term"). If you have a fixed term contract approaching the expiration date or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. At least 60-75 days prior to the expiration date or proposed change, we will send you the first written notice. A second notice with options for your consideration will be sent to you no later than forty-five (45) days prior to the expiration date or proposed change to your terms of service.

**5. Price.** 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. This price includes Transmission charges and estimated state taxes, including Gross Receipts Tax, but excluding applicable sales taxes. Your ATLANTIC electricity price may be higher or lower than the EDC's price in any particular month, and there is no guarantee of savings. The price that you will pay for natural gas supply is \$.599 per therm. Your ATLANTIC natural gas price may be higher or lower than the NGDC's price in any particular month, and there is no guarantee of savings. This price includes natural gas commodity charges and estimated Total State Taxes, but excludes applicable state and local Sales Tax.

**6. Billing-** You will receive one bill from your EDC which includes Atlantic's charges for electricity supply and the EDC's charges for delivering the electricity. You will receive one bill from your NGDC which includes Atlantic's charges for natural gas supply and the NGDC's charges for delivering the natural gas.

**7. 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 PUC upon thirty (30) days prior written notice to customer.

**8. Cancellation** - A customer may cancel this Agreement by contacting ATLANTIC at (800) 917-9133 or by email at [info@atlanticenergyco.com](mailto: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 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, respectively. ATLANTIC may cancel this agreement at any time upon providing written notice to Customer. Common reasons for ATLANTIC to cancel this agreement would include: Non-Payment – If your electricity or natural gas service is terminated by your EDC or NGDC, 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 and/or natural gas supply service up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

**9. Information Release Authorization.** Customer authorizes Atlantic to obtain and review the following information from the 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. Customer authorizes Atlantic to obtain and review information regarding commercial 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 1.800.917.9133. Atlantic reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**10. Agency-Gas.** 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 Agreement. 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 Agreement 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 Agreement will transfer from Atlantic to Customer at the Delivery Point(s).

**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.

**11. Entire Agreement.** This Agreement, including 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.

**12. Force Majeure.** ATLANTIC will make commercially reasonable efforts to provide or electricity 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 Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at PO Box 3265, Harrisburg, PA 17105-3265.

**15. Contact Information:**

Supplier Information:  
ATLANTIC ENERGY  
4602 21st St, Suite 1884, Long Island City, New York, 11101  
PHONE: (800) 917-9133 FAX: (516) 922-2055 EMAIL: info@atlanticenergyco.com

**Public Utility Commission, PO Box 3265, Harrisburg, PA 17105-3265, Phone: 1-800-692-7380.** Information about shopping for a natural gas supplier is available at [www.PaGasSwitch.com](http://www.PaGasSwitch.com), by calling the Commission's telephone number at 1-800-692-7380, and at [www.oca.state-pa.us](http://www.oca.state-pa.us).

<b>Electric Distribution Co. (Default Service Provider)</b>	<b>Emergency Number</b>	<b>Universal Service Programs Number</b>
Duquesne Light Co., 411 7th Ave., Pittsburgh, PA 15219	888-393-7000 /	888-393-7600
Metropolitan Edison P.O. Box 368, Akron, OH 44309	888-544-4877 /	800-545-7741
PECO, 2301 Market St, Philadelphia, PA 19101	800-841-4141 /	800-774-7040
Penelec, P.O. Box 368, Akron, OH 44309	888-544-4877 /	800-545-7741
Penn Power Co., P.O. Box 368, Akron, OH 44309	888-544-4877 /	800-545-7741
PPL, 827 Hausman Rd, Allentown, PA 18104-9392	800-342-5775 /	800-342-5775
West Penn Power, P.O. Box 368, Akron, OH 44309	888-544-4877 /	800-545-7741

**16. Dispute Resolution (Commercial).** In the event of a billing dispute or disagreement involving Atlantic's service, Customer should contact Atlantic's Customer Service Center as provided above. If you are not satisfied after discussing your concerns with us you may contact the Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at PO Box 3265, Harrisburg, PA 17105-3265.

**17. 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 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.

**18. 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.

**19. Choice of Laws.** This Agreement 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.

**20. 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.

**21. 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.

**22. 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 emergency, Customer should immediately call the EDC or NGDC at the numbers listed above.

**23. 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.

**24. LED Program.** If Customer has agreed as part of enrollment for commodity 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.

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.