

## MEMBERSHIP PLAN AGREEMENT

This Membership Plan Agreement (the “**Agreement**”) is made by and between **Constellation NewEnergy, Inc.** (“**Constellation**”) and you the authorized party (“**Customer**”) (each a “**Party**” and collectively the “**Parties**”) as of the date Customer makes payment to Constellation, (“**Effective Date**”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

**1. MEMBERSHIP SERVICES.** Customer’s membership plan (the “**Membership Plan**”) includes the following products and services (“**Services**”), which Constellation shall provide to Customer for the Monthly Membership Fee (as defined below), subject to the terms and conditions of this Agreement:

(a) **Electricity Rate Monitoring; Customer Switching Authorization.** Constellation will monitor Customer’s applicable utility (“**Utility**”) standard offer supply service rate (“**Utility Rate**”) to determine when Customer could pay a lower Utility Rate by switching Customer’s residential account (the “**Account**”) to Constellation’s electricity supply service. By entering into this Agreement, and for the duration of this Agreement, Customer authorizes Constellation to be its limited agent for the purpose of: (i) enrolling Customer’s Account in Constellation’s electricity supply service whenever Constellation’s supply service rate (“**Constellation Rate**”) is lower than the Utility Rate; and (ii) to re-enroll Customer’s Account in the Utility’s electricity supply service whenever the Utility Rate is lower than the Constellation Rate.

Following any switch from the Utility to Constellation, Customer will separately pay for Constellation’s electricity supply service under the terms of the electricity supply agreement (“**Supply Agreement**”) between Customer and Constellation, which will govern the purchase and sale of electricity supply to Customer’s Account. A copy of the Supply Agreement is attached to this Agreement. Customer will only be bound by the terms of that Supply Agreement if Constellation switches Customer from the Utility to Constellation as described above. **Customer understands that the Monthly Membership Fee does not include the cost of electricity purchased by Customer under the Supply Agreement.**

**THROUGHOUT THE TERM OF THIS AGREEMENT, CUSTOMER AUTHORIZES CONSTELLATION TO ENROLL CUSTOMER’S ACCOUNT TO RECEIVE ELECTRICITY SUPPLY UNDER THE TERMS OF THE ATTACHED SUPPLY AGREEMENT. CONSTELLATION WILL ONLY ENROLL AND SUPPLY CUSTOMER’S ACCOUNT WHEN THE CONSTELLATION RATE IS LOWER THAN THE UTILITY RATE. FURTHERMORE, CUSTOMER AUTHORIZES CONSTELLATION TO RETURN ITS ACCOUNT TO THE UTILITY WHENEVER THE UTILITY RATE IS LOWER THAN THE CONSTELLATION RATE. BY ENTERING INTO THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT CUSTOMER (I) IS LEGALLY CAPABLE OF PROVIDING THIS AUTHORIZATION, (II) IS THE LEGAL RESIDENT AT THE ADDRESS BELOW; AND (III) IS PROVIDING THIS AUTHORIZATION WILLINGLY WITH FULL UNDERSTANDING OF ITS MEANING.**

**Customer may rescind this authorization at any time by notifying Constellation, in which case this Agreement will terminate as of the last day of the Customer’s billing cycle.**

(b) **Data Analytics.** Throughout the term of this Agreement, Constellation will provide Customer with access to data analytics, including but not limited to HVAC fault detection and appliance disaggregation, based on information provided by the Utility. In support of these Services, Customer authorizes Constellation to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical electricity usage, rate classification, meter readings, and characteristics of electricity service. Customer authorizes Constellation to release such information to third parties that need to know such information in connection with Customer’s Membership Plan and to Constellation’s affiliates and subcontractors. This authorization shall remain in effect throughout the term of this Agreement. Customer may rescind this authorization at any time by either calling or providing written notice to Constellation at the phone number and/or address provided below.

(c) **Home Services.** During the term of the Agreement, Customer will have access to Constellation’s vendors and Constellation’s affiliate, BGE Home Products & Services, LLC (“**BGE HOME**”), and BGE HOME’s preferred vendors, who will provide Customer with certain discounts when Customer requires certain home services at its residence. In addition to any seasonal offerings BGE HOME may provide from time to time, BGE HOME will provide Customer with a 20% discount on any work they perform or parts they replace when providing service to the heating and cooling system at Customer’s residence. Customer must call 844-931-4800 to schedule service during its normal operating hours. For purposes of clarity, any work BGE HOME provides to Customer will be invoiced separately and Customer will pay any amounts owed for such work in addition to the Monthly Membership Fee.

(d) **Carbon Offset.** On a quarterly basis, Constellation will acquire and retire Carbon Offsets (as defined below) for each month that the Customer pays its Monthly Membership Fee in an amount that will offset the greenhouse gas emissions associated with the energy use of an average sized house (2,500 sq ft) in Montgomery County Maryland. The estimated amount of Carbon Offsets retired for your residence will be approximately 3 metric tons Carbon Dioxide equivalent (“**CO<sub>2</sub>e**”) each quarter. For purposes of this Agreement, the term “**Carbon Offsets**” means a verified reduction in greenhouse gas emissions equivalent to one metric ton



of CO<sub>2</sub>e. Carbon Offsets do not include any tax credits, depreciation allowances or third-party subsidies of any kind. Customer understands and agrees that the Carbon Offsets are being purchased for voluntary purposes and not to meet any compliance standard or regulatory requirements. Customer authorizes Constellation to retire such Carbon Offsets on Customer's behalf and to provide any data or other information related to such Carbon Offset to the applicable Carbon Offset registry. The retirement of Carbon Offsets is permanent and such retired Carbon Offsets can never be reused or resold.

**Disclaimer.** Constellation makes no representations or warranties that the Carbon Offsets delivered hereunder can be used for compliance with any emission reduction program or regulatory requirement. CONSTELLATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY USE OF THE CARBON OFFSET(S), OR CLAIMS MADE BY CUSTOMER REGARDING ITS USE OF THE CARBON OFFSETS, OR ANY CLAIM OR WARRANTY MADE BY A THIRD PARTY REGARDING THE CARBON OFFSETS.

**Verification Process.** The Carbon Offset(s) delivered under this Agreement may come from any of the following verification or certification standards: Climate Reduction Tonnes issued by the Climate Action Reserve; Verified Carbon Units issued by the Verified Carbon Standard; Emission Reduction Tons issued by American Carbon Registry, or Gold Standard Voluntary Emission Reductions issued by The Gold Standard.

**Additional Representations Related to Carbon Offsets:** This Agreement is a "forward contract," as defined under the U.S. Commodity Exchange Act ("CEA"), Constellation is a "forward contract merchant" under the U.S. Bankruptcy Code, as amended, and Constellation and Customer intend to make or take delivery of the products sold and purchased hereunder in accordance with this Agreement. Further, Constellation is not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause Constellation to be a commodity trading advisor under the CEA. Additionally, Constellation and Customer intend this Agreement to be exempt from CEA requirements regarding Retail Commodity Transactions, as such term is defined therein.

(e) **Constellation Rewards.** Customer will earn reward points "Constellation Rewards" upon payment of the Monthly Membership Fee during the term of the Agreement. Customer may earn additional Constellation Rewards when Customer purchases additional services from Constellation or its affiliates. For more information on how to earn additional Constellation Rewards or to redeem Constellation Rewards, please call the dedicated support line below or visit us at [www.constellationrewards.com](http://www.constellationrewards.com).

(f) **Dedicated Support Line.** Customer may contact Constellation at 844-931-4800, during normal business hours for additional information regarding promotions, rewards, or any of the Services provided under the Agreement.

**2. TERM AND TERMINATION.** The term of this Agreement will commence on the Effective Date and continue on a month-to-month basis until terminated by either Party. Either Party, in its sole discretion, may elect to terminate this Agreement by notifying the other Party. Customer may terminate this Agreement by providing written notice to Constellation or by calling Constellation at 844-931-4800. Upon termination of the Agreement, the Services shall cease as of the last day in Customer's billing cycle.

**3. FEES AND CHANGES.** Customer will be charged **\$9.99 on a monthly basis** in consideration for the Services (the "**Monthly Membership Fee**") until the Agreement is terminated. The Monthly Membership Fee will be payable every month following the Effective Date of your enrollment (the "**Billing Date**") until either Party terminates the Agreement. In addition, any federal, state, municipal and local tax, duty, fee, levy, premium or other charge levied against Constellation by any governmental entity, directly or indirectly, on or with respect to the Services shall be passed through to and borne and reimbursed by Customer.

Constellation may, upon prior written notice, change the Monthly Membership Fee or Services offered herein. If Customer does not accept such changes, it may terminate the Agreement by notifying Constellation in accordance with Section 2. **For the avoidance of doubt, the Monthly Membership Fee does not cover any costs resulting from Customer's Supply Agreement with Constellation or any charges resulting from or work performed by BGE HOME.**

**4. PAYMENT METHOD.** Enrollment will require a credit or debit instrument ("**Payment Method**") acceptable to Constellation. By submitting its Payment Method, Customer represents and warrants that Constellation is authorized to use the Payment Method to meet Customer's obligations under the Agreement. **CONSTELLATION WILL BILL THE PAYMENT METHOD FOR THE MONTHLY MEMBERSHIP FEE AUTOMATICALLY ON THE BILLING DATE, AND ON A RECURRING BASIS UNTIL EITHER PARTY TERMINATES THE AGREEMENT.**

To use a different Payment Method or to make any changes or updates to the current Payment Method, please call 844-931-4800. If the Payment Method reaches its stated expiration date or otherwise ceases to accept charges, Customer authorizes Constellation to (1) continue billing that Payment Method, in which case Customer will remain responsible for any uncollected amounts, (2) contact Customer for an alternate Payment Method, or (3) terminate the Agreement, in which case Customer will remain responsible for any uncollected amounts. As part of the benefits of the Membership Plan, certain Payment Method providers may provide Constellation with the ability to automatically receive updated Payment Method information, such as if your provider issues you a {00203225 2 } ©2021 Constellation NewEnergy, Inc. MD\_Contract Summary for Residential\_with Membership Plan

new credit card to replace a lost, stolen, or compromised credit card. Certain Payment Method providers may charge a foreign transaction fee or related charges. It is Customer's responsibility to check with the Payment Method provider for details regarding any interest, fees, or charges associated with the Payment Method. All payments will be made in U.S. Dollars.

**5. CONFIDENTIALITY.** Each Party agrees to keep all terms of the Agreement and related communications (including pricing) confidential to the extent not otherwise publicly available and not to disclose them to any third parties without the prior written consent of the other Party, except as otherwise required by law or requested by any court or regulator. Constellation may disclose such information to its affiliates and to its affiliates' employees, agents, advisors, and, on a need-to-know basis, to its independent contractors, provided each such recipient agrees to hold such information in confidence.

**6. DISPUTE RESOLUTION.** ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE BREACH, TERMINATION, OR VALIDITY THEREOF, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. BOTH CUSTOMER AND CONSTELLATION AGREE THAT:

(a) The Federal Arbitration Act applies to this Agreement and governs any arbitration between Customer and Constellation. Prior to initiating any arbitration, Customer and Constellation both agree to try to resolve any dispute informally. To initiate informal dispute resolution, contact Constellation's customer care department in one of the ways identified in the Agreement. Constellation will assign someone to attempt to resolve the dispute.

(b) If the dispute is unable to be resolved informally within ninety (90) days, the party raising such dispute shall submit the dispute to binding arbitration in accordance with the AAA Rules (as defined below). Any arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), or by calling the AAA at 1-800-778-7879.

(c) CUSTOMER AND CONSTELLATION BOTH AGREE THE ARBITRAL TRIBUNAL SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THE AGREEMENT TO ARBITRATE. THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRAL TRIBUNAL MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. NOTWITHSTANDING THE TRIBUNAL'S POWER TO RULE ON ITS OWN JURISDICTION AND THE VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE, THE TRIBUNAL HAS NO POWER TO RULE ON THE VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE ENTIRE AGREEMENT TO ARBITRATE WILL BE NULL AND VOID.

(d) Arbitration hearings will take place in the county of Customer's billing address. If Customer is unable to pay the AAA filing, administration, and arbitrator fees for any arbitration properly initiated seeking damages up to \$10,000, Constellation will pay such amounts. Otherwise, the payment of these amounts will be governed by the AAA Rules. For claims less than \$10,000, any arbitration hearing may be held telephonically. The language of arbitration shall be English.

(e) If the arbitrator issues Customer an award that is greater than the value of Constellation's last written settlement offer made prior to an arbitration hearing, then Constellation will pay Customer three times the amount of the award; and Customer's attorney twice the amount of attorneys' fees, and reimburse any expenses reasonably incurred for pursuing Customer's claim in arbitration. If the award in Customer's favor is lower than Constellation's offer, Constellation will pay Customer only the amount of the award. Any arbitration award will be final and binding. The parties agree that judgment may be entered upon the award by any court having jurisdiction.

(f) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, CUSTOMER AND CONSTELLATION BOTH AGREE THAT: (1) MARYLAND LAW WILL APPLY WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS; AND (2) BOTH PARTIES WAIVE A RIGHT TO A JURY TRIAL. This dispute resolution provision shall survive termination of the Agreement.

(g) Nothing in this Agreement shall impair Customer's right to make an informal or a formal complaint to the applicable state governmental or regulatory authority.

**7. WARRANTIES, LIMITATION OF LIABILITY.** EXCEPT AS MAY BE OTHERWISE PROVIDED BY APPLICABLE STATE LAW, ALL SERVICES NOTED IN THIS AGREEMENT ARE PROVIDED ON AN "AS-IS" BASIS AND, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSTELLATION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO SUCH SERVICES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS



FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CUSTOM, OR USAGE. CONSTELLATION MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. ***In no event shall Constellation or its affiliates' or its subcontractors' liability for damages, whether such liability arises in contract, tort, negligence, breach of warranty or strict liability, operation of law or otherwise, exceed the amount paid to Constellation by Customer under this Agreement.***

**8. HEADINGS; SEVERABILITY.** Headings are provided for convenience, and the parties intend headings to have no substantive impact. If any provision of this Agreement is held to be invalid, void or voidable, or unenforceable, the remaining provisions in this Agreement shall not be affected and remain in full force and effect.

**9. ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement constitutes the entire agreement between Constellation and Customer regarding the Services, and it supersedes any prior oral or written contracts, agreements, or other documents specifically with respect to the Services described herein. No third party will have any rights under the Agreement whatsoever. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by either party. Each party has relied upon its own examination of the warranties, representations and covenants expressly contained in the Agreement itself. No modification of this Agreement shall be of any validity unless agreed in writing by both parties hereto. Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character.

**10. NOTICES.** To be effective, all notices must be in writing delivered by hand, by certified mail return receipt requested, or by first class mail, or express carrier. Notice by hand delivery shall be effective on the delivery date. All other notices shall be effective on the delivery date or the date delivery is attempted. Notices to Constellation should be sent to: P.O. Box 4911, Houston, TX 77210, Attention: Customer Care. Notices to Customer will be sent to Customer's residential address provided at the time of enrollment.

**11. FORCE MAJEURE.** If something happens that is beyond Constellation's reasonable control that prevents it from performing its obligations under this Agreement, then it will be relieved from performance until the situation is resolved. Examples of such events include: (a) acts of God; (b) fire, flood, hurricane, earthquake or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) labor disputes; (e) declaration of emergency by a governmental entity or the Utility; (f) government order, law or actions, or action or restraint by court order or other governmental entity; and (g) action taken by third parties not under Constellation's control.

**12. ASSIGNMENT; ADDRESS CHANGE.** Constellation may assign, subcontract or delegate all or any part of its rights and/or obligations under this Agreement, including receivables hereunder, without Customer's consent. Customer may not assign any of its rights or obligations under this Agreement without Constellation's prior written consent. Customer must notify Constellation forty-five (45) days in advance of a change in address.

# CONSTELLATION TERMS AND CONDITIONS

## MARYLAND ELECTRICITY SUPPLIER LICENSE NUMBER IS IR-500

### Purchase of Electricity Supply Service

Constellation NewEnergy, Inc. ("Constellation") agrees to sell, and you agree to buy, your full requirements for residential electricity supply service on the terms specified in these Constellation Terms and Conditions (the "Contract"). [We will notify you what your fixed price for electricity supply service will be once we can offer a price that is lower than your Utility's then-current Standard Offer Service rate.] This fixed price is applicable 24 hours a day. Price and other terms of this Contract are subject to change as provided in the "Renewal" and "Change in Law" sections below. The fixed price charged for electricity supply service under this Contract is reflective of competitive market conditions and not utility cost of service proceedings and does not include any applicable taxes or local distribution company fees or charges which will be charged by the applicable local distribution company, i.e. Potomac Edison, Baltimore Gas and Electric Company (BGE), Delmarva Power or Potomac Electric Power Company (the "Utility"). Constellation's obligations under this Contract are conditioned on you: (i) having a Membership Plan Agreement in place with us; (ii) providing complete and accurate information; and (iii) remaining a Utility distribution customer throughout the term under one of the residential electric rate classes offered by your Utility.

### Authorization To Enroll and Remove Account

You have authorized us to enroll your Account with us when our Contract price is lower than the Utility's Standard Offer Service rate. You have also authorized us return your Account(s) to the Utility's Standard Offer Service if our Contract price is higher.

### Term

We will only serve your Account when we can offer a fixed price that is lower than your Utility's then-current Standard Offer Service rate. We will send you a notice providing your fixed price and the effective date of your enrollment. The Contract term includes the initial term and each renewal term.

### Renewal

Constellation will provide a renewal notice at least 45 days prior to your Contract's renewal. The fixed price and other terms and conditions herein will continue in effect during any renewal term unless Constellation provides a new fixed price for the renewal term, or new terms and conditions, in the renewal notice. This Contract shall be automatically renewed with the revised terms and conditions (including any updated pricing) unless you cancel the renewal after receiving notice of the new prices and/or terms and conditions, and in such case this Contract will terminate at the end of the then-current term and you will remain responsible for any unpaid balance as of the termination date but we will not assess a termination fee.

### Initiation of Service

Constellation will begin providing electricity supply service to you after the Utility processes your enrollment and your service will continue throughout the term of this Contract. The Utility will notify you of the date on which your electricity supply service from Constellation will begin. Constellation's electricity supply service will be delivered to your residence using the Utility's electricity distribution wires. You represent and warrant that the electricity supply being purchased under this Contract is to be used solely for residential purposes.

### Billing and Payment

The cost of your electricity supply service will be included on your bill from the Utility, and is due and payable when your Utility bill is due at the billing address provided in your Utility bill. You acknowledge that your billing and payment information may be provided to Constellation by your Utility. Should the Utility cease billing you and/or commence billing us for any charges relating to you, we will bill to you and you will pay us for all such charges. You will be billed additional charges, including taxes and charges to transmit and distribute the electricity to your home, from the Utility consistent with its filed tariffs. You are responsible for paying any new or increased taxes imposed on us or you regarding transmission or distribution of the electricity during the term of this Contract. We will notify you if any new or increased taxes are imposed. Constellation reserves the right to change billing methods. You may withhold payment of any disputed charges while the charges remain in dispute.



## Budget Billing

If you are interested in budget billing for your generation charges contact Constellation for additional information and availability. Contact your Utility for questions related to budget billing of the Utility's charges. You authorize Constellation to bill you directly if necessary to collect any amounts hereunder.

## Late Fees

Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with the Utility's billing and late payment policies and procedures. In addition, you agree to pay us our costs incurred in collecting amounts owed us, including reasonable attorney's fees and returned check charges.

## Credit

Constellation reserves the right to determine if your credit standing is satisfactory for originating electricity supply service under this Contract. Consistent with applicable law, Constellation uses uniform income, deposit and credit requirements in determining whether to offer service to our customers.

## Termination

Constellation may terminate this Contract upon 30 days written notice for any reason, including if, due to a change in law or other act beyond our reasonable control, we are no longer able to serve you. You may terminate this Contract for any reason and at any time by calling or sending written notice to Constellation. Advance notice of termination is not required. Upon any termination of this Contract, you will return to receiving standard offer service from the Utility unless you have selected another supplier. The effective date of any termination will be after the Utility completes the transfer of your Accounts. Upon any termination, you will remain responsible for any unpaid balance as of the termination date plus any applicable termination fee. The delivery of electricity to you cannot be terminated or interrupted by the Utility as a result of any dispute between Constellation and you but may be terminated by the Utility for nonpayment of Utility charges in accordance with applicable law. If the Utility purchases the receivables hereunder, such receivables become Utility charges for purposes of termination of service.

## Assignment, Address Change

Constellation may, in accordance with applicable law, assign, subcontract or delegate all or any part of our rights and/or obligations under this Contract, including receivables hereunder, without your consent. You may not assign any of your rights or obligations under this Contract without our prior written consent. You must notify us 45 days in advance of your move if you plan to move. If you move within the Utility's service area our Contract will terminate and you will be required to return to Utility service for at least one month for service at your new address after which period we would welcome the opportunity to serve you under a new Contract at your new address. You will be responsible for paying for all electricity supplied to your old address until the date this Contract is terminated in accordance with its terms.

## Change in Law

Notwithstanding any other provision in this Contract, this Contract may be changed by Constellation upon the occurrence of any event beyond its reasonable control (including that the Maryland Renewable Energy Portfolio Standards are modified or repealed) that increases the obligations of Constellation or the cost of performing such obligations under this Contract. If we request such a change, Constellation will provide you notice of the changed prices and/or terms and conditions and you will have an opportunity to terminate this Contract without any further obligation by notifying us in writing. You will remain responsible for any unpaid balance as of the termination date but we will not assess a termination payment.

## Information Release Authorization

Throughout the term, you authorize Constellation to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service and, when charges hereunder are included on your Utility bill, billing and payment information from the Utility. You authorize Constellation to release such information to third parties that need to know such information in connection with your electricity supply service and to Constellation's affiliates and subcontractors. These authorizations shall remain in effect as long as this Contract is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us at the number and/or address provided below under the Contact Information section of the Contract. We reserve the right to reject your enrollment or terminate this Contract in the event these authorizations are rescinded, you fail to meet or maintain satisfactory credit standing as determined by us, or you fail to meet minimum or maximum threshold consumption levels as determined by us. If you fail to remit payment in a timely fashion, we may report the delinquency to a credit-reporting agency.

## Dispute Resolution; Jury Trial and Class Action Waiver

**CONSTELLATION HOPES TO MAKE YOU A SATISFIED CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT IS EXPECTED OF BOTH CONSTELLATION AND YOU. BOTH YOU AND CONSTELLATION AGREE TO RESOLVE ALL DISPUTES RELATING TO OR ARISING OUT OF THE INTERACTIONS BETWEEN CONSTELLATION (INCLUDING OUR AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS AND ASSIGNS) ONLY BY ARBITRATION OR BY AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF TO YOU AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. BOTH YOU AND CONSTELLATION ALSO AGREE THAT:**

A) The Federal Arbitration Act applies to this Agreement and governs any arbitration between you and Constellation. Prior to initiating any arbitration, you and Constellation both agree to try to resolve any dispute informally. To initiate informal dispute resolution, contact our customer care department in one of the ways identified in the Constellation Contract. Constellation will assign someone to attempt to resolve the dispute.

B) If the dispute is unable to be resolved informally within ninety (90) days after the Party raising it informed the other in writing of the nature and basis of the dispute and made a written demand ("Demand"), either Party may seek formal arbitration. Any arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement and all issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. This dispute resolution provision does not preclude you from bringing any issues you may have to the attention of any governmental authorities.

**C) YOU AND CONSTELLATION BOTH AGREE THAT THIS AGREEMENT DOES NOT ALLOW CLASS ACTIONS IN COURT OR CLASS ARBITRATIONS, EVEN IF THE AAA PROCEDURES OR RULES WOULD ALLOW SUCH PROCEDURES. RELIEF MAY BE AWARDED ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THE PARTY'S INDIVIDUAL CLAIM. IF FOR SOME REASON, THE CLASS ACTION WAIVER IS UNENFORCEABLE THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.**

D) Any arbitration hearings will take place in the county of your billing address. If you are unable to pay the AAA filing, administration, and arbitrator fees for any arbitration properly initiated seeking damages up to \$10,000, Constellation will pay such amounts. Otherwise, the payment of these amounts will be governed by the AAA Rules. In addition, for claims less than \$10,000, any arbitration hearing may be held telephonically.

E) If the arbitrator issues you an award that is greater than the value of our last written settlement offer made prior to an arbitration hearing, then Constellation will pay you three times the amount of the award; and your attorney twice the amount of attorneys' fees, and reimburse any expenses reasonably incurred for pursuing your claim in arbitration. If the award in your favor is lower than our offer Constellation will only pay you the amount of the award. Any arbitration award will be final and binding and judgment confirming the award shall apply only to the specific case to enforce the award in that case.

**F) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, YOU AND CONSTELLATION BOTH AGREE THAT BOTH PARTIES ARE WAIVING A RIGHT TO A JURY TRIAL.** This dispute resolution provision shall survive termination of the Agreement.

G) Nothing in this Agreement shall impair your right to make an informal or a formal complaint to your applicable state Commission.

## Limitation of Liability

You agree that neither Constellation nor any of its affiliates or subcontractors shall be liable for any damages or claims for matters within the control of the Utility or the ISO-controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the supply of electricity. Neither Constellation nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate electricity supply service on the date specified herein due to any failure or delay in enrolling you with the Utility. You agree that neither Constellation nor any of its affiliates or subcontractors shall be liable for any special, punitive, indirect, incidental or consequential damages as a result of any breach or nonperformance.

## Miscellaneous

Except with respect to Constellation's affiliates and subcontractors under the preceding section, there are no third party beneficiaries of this contract. Any payments due under this Contract, and all provisions relating to the payment and collection thereof, shall survive termination for any reason. This Contract constitutes the entire agreement between you and Constellation. No statement, promise or inducement made by either party not contained in this Contract shall be valid or binding. Any reference to days or periods shall mean calendar days.



## Contact Information.

CONSTELLATION NEWENERGY INC.'s MARYLAND ELECTRICITY SUPPLIER LICENSE NUMBER IS IR-500. Contact us with any questions between the hours of 8:00 a.m. and 8:00 p.m. on weekdays, except holidays, at our toll-free number 1-855-465-1244. We can be reached by mail at Constellation, c/o Customer Care, P.O. Box 4911, Houston, TX 77210. Please contact us at this address or phone number to resolve any disputes regarding this Contract. Please visit us at [www.constellation.com](http://www.constellation.com) to find out about future pricing information. For emergencies relating to your service, please call, as applicable, BGE at 1-877-778-2222, Potomac Edison at 1-888-544-4877, Delmarva Power at 1-800-898-8042 (Cecil and Harford Counties) or 1-800-898-8045 (Eastern Shore of Maryland) for outages, and at 302-454-0317 to report a natural gas emergency, Potomac Electric Power Company at 1-877-737-2662 for outages and at 202-872-3432 for downed wires and other life threatening emergencies. For more information regarding deregulation please contact the Maryland Public Service Commission at 1-800-492-0474 or on the web at <http://www.psc.state.md.us>. The Maryland Attorney General's Office website address is [www.oag.state.md.us](http://www.oag.state.md.us) and their toll-free number is 1-888-743-0023.



## CONSTELLATION\* CONTRACT SUMMARY

<b>Electricity Supplier Information</b>	*Constellation NewEnergy, Inc., License Number: IR-500., We can be reached by mail at Constellation c/o Customer Care, P.O. Box 4911, Houston, TX 77210 or at our toll-free number: 1-855-465-1244.
<b>Price Structure</b>	Fixed supply charges <b>except for taxes and utility charges</b>
<b>Supply Price</b>	[Supply price to be provided upon enrollment per the terms of Membership Plan Agreement.]
<b>Statement Regarding Savings</b>	We will only supply your Account when our price is lower than the Utility's then-current Standard Offer Service rate.
<b>Incentives</b>	You are entitled to receive this unique offer as long as you have a Membership Plan Agreement in place with us. If the Membership Plan Agreement is terminated for any reason, then our obligation to serve your Account will also terminate.
<b>Contract Start Date</b>	The Contract term will start after the Utility processes your enrollment.
<b>Contract Term/Length</b>	This Contract will continue until either: (i) either party terminates by notifying the other party in writing; or (ii) whenever the Standard Offer Service rate is lower than our fixed price, whichever occurs first.
<b>Cancellation/Early Termination Fees</b>	You may terminate this Contract at any time by notifying us in writing. You will not be liable for any early termination fees.
<b>Renewal Terms</b>	You will receive one renewal notice at least 45 days prior to the end of the initial term and each subsequent renewal term.

**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 us using the information above.**