CONSTELLATION* CONTRACT SUMMARY

Electricity Supplier Information	*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.
Price Structure	Fixed supply charges **except for taxes and utility charges**
Supply Price	8.09 cents per kilowatt-hour for 6 monthly billing cycles from when the Account(s) are enrolled with the Utility.
Statement Regarding Savings	The contract price may not always provide a savings.
Incentives	NA
Contract Start Date	The Contract term will start after the Utility processes your enrollment.
Contract Term/Length	The initial Contract term will be (6) monthly billing cycles from the Contract start date.
90 Day Guarantee	You may terminate this Agreement without incurring an early termination fee within 90 days after entering into it (the "Guarantee Period") by notifying Constellation that you would like to return to Utility service. Upon your termination of this Agreement during the Guarantee Period, your Accounts will be returned to Utility service in accordance with the applicable rules and will remain responsible for payment for electricity supply and related costs and charges incurred under this Agreement. Any incentives Constellation may offer to you in connection with you entering into this Agreement require your Account to be active and in good standing at the time the incentive is fulfilled.
Cancellation/Early Termination Fees	**You WILL incur an early termination fee of $150.00, if you terminate this Contract early for any reason other than those outlined below.** You will not incur an early termination fee if: (1) you terminate this Contract within the Guarantee Period, or (2) you terminate this Contract because you changed your residence and are no longer eligible for service under your Utility's residential electric rate classes.
Rescission	If you are a customer who entered into this contract through a door-to-door sales representative at your residence, the Maryland Door-to-Door Sales Act provides you the right to rescind the contract before midnight of the third business day after both parties signed the contract and you received the notice of cancellation.
Renewal Terms	You will receive one renewal notice at least 45 days prior to the end of the initial term and each subsequent renewal term. This renewal notice will explain your renewal offer for a fixed price and term, and how to cancel if you do not choose to remain with Constellation. If you do not reply, we will continue to serve you at the renewal fixed price for the renewal term.

For additional information, please refer to the Terms and Conditions on the following page. Please retain this document for your records. If you have any questions regarding this agreement, contact us using the information above.

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 at the price and on the terms and conditions (the "Contract") specified in the above Contract Summary. Your fixed price for electricity supply service will be the price indicated in the “Supply Price” section of the above Contract Summary for the term indicated in the “Contract Term/Length” section of the above Contract Summary. 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 providing complete and accurate information and on you remaining a Utility distribution customer throughout the term under one of the residential electric rate classes offered by your Utility. Constellation reserves the right to revoke its electricity offer at any time prior to your acceptance of this Contract.

Price Comparison

Please note that our fixed price may be lower than the Utility’s weighted average price of Standard Offer Service electricity as of the date of this offer. However, while we offer a fixed price, the Utility’s price of Standard Offer Service electricity likely will change from time to time and therefore Constellation cannot guarantee savings over the Utility’s rates for the entire term of this Contract or any renewals.

Renewable Portfolio Standard

Constellation complies with Maryland’s Renewable Portfolio Standard (“RPS”) applicable to all retail electricity suppliers. Constellation may retire Tier 1 or Tier 2 renewable energy credits to meet its RPS obligations. The RPS for 2021 is 30.8% from Tier 1 sources, including at least 7.5% from solar energy and a PSC-directed amount of offshore wind energy. The RPS for 2022 is 33.1% from Tier 1 sources, including at least 8.5% from solar energy and a PSC- directed amount of offshore wind energy. The RPS for 2023 is 35.4% from Tier 1 sources, including at least 9.5% from solar energy and a PSC-directed amount of offshore wind energy. The RPS for 2024 is 37.7% from Tier 1 sources including at least 10.5% from solar energy and a PSC-directed amount of offshore wind energy. Alternatively, Constellation may meet its RPS obligation by paying a compliance fee to the Maryland Renewable Energy Fund. The compliance fees for each kWH shortfall are: 3 cents for Tier 1 non-solar (2021 through 2023); 2.75 cents for Tier 1 non-solar (2024); 10 cents for Tier 1 solar (2020); 8 cents for Tier 1 solar (2021); 6 cents for Tier 1 solar (2022); 4.5 cents for Tier 1 solar (2023); 4 cents for Tier 1 solar (2024); and 1.5 cents for Tier 2.

Guarantee Period

You may terminate this Contract without incurring an early termination fee within 90 days after entering into it (the “Guarantee Period”) by notifying the Utility that you would like to return to Utility service. To do so, you must also notify us in writing or by calling our customer care center at 1-800-718-1509. Upon your termination of this Contract during the Guarantee Period, we will return you to being supplied by the Utility and you will remain responsible for payment for electricity and related costs and charges incurred under this Contract until the Utility processes the request. Any incentives Constellation may offer to you in connection with you entering into this Agreement require your Account to be active and in good standing at the time the incentive is fulfilled. The Guarantee Period does not apply to any renewals.

Term

The initial term is indicated in the "Contract/Term Length" section of the above contact summary and will begin after the Utility processes your enrollment. You will receive one 45-day renewal notice prior to the end of the initial term and each renewal term.

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 writing at least 45 days before such renewal term begins. 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. 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 effective as of the end of then-current term, in which case the Contract will not automatically renew. Constellation may also terminate this Contract upon 30 days of notice 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, provided you may be charged a termination fee of $150.00. This termination fee will be waived during the Guarantee Period or if termination is due to a change of residence or you are no longer eligible for service under one of your Utility's residential electric rate classes. 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 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 Summary. 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, 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 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 and their toll-free number is 1-888-743-0023.