Constellation.

# NEW DISCLOSURE STATEMENT UPDATE

## Natural Gas Supplier: Constellation NewEnergy - Gas Division, LLC ("Constellation") Utility:

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| **Natural Gas Supply Pricing:** For the Initial Term, you will pay 5.25 $/MCF, subject to any change in law as described in Section 3 of the Terms and Conditions. |
| **Term of Agreement and Renewal:** Your natural gas supply service from Constellation will start on the first available meter read following successful enrollment, which we estimate will be 10/2026 and continue for 12 billing cycles, unless terminated pursuant to the terms of this Agreement. If service commences during 10/2026 the Initial Term would expire in 10/2027. Initial enrollment can take up to two months to complete. Between 45 and 90 days prior to the end of the Initial Term or Renewal Term, Constellation will send you a contract expiration notice. Constellation will provide you a second notice at least 45 days prior to expiration of the Initial Term or Renewal Term and offer to renewal for another term. This notice will include, without limitation, the new product, pricing, the length of the Renewal Term, and any other changes to the terms and conditions ("Offer"). You will have 30 days from the date of the Offer to reject the Offer. Otherwise, the Offer will be deemed accepted by you without the need for further signature or other affirmative action by you. **Absent rejection of the Offer, Constellation can renew for the Renewal Term without your affirmative consent, even when there is a change in the Pricing or other terms and conditions.** If you reject the Offer in the manner directed in the Offer, your Accounts will be returned to Utility service at the end of the current Term, absent action on your part. |
| **Early Termination Fee:** $150 |
| **Billing:** Utility Billing will be used. Constellation does not offer budget billing for the supply portion of your bill. |
| **Rescission Rights:** Unless you are already a customer of Constellation, the Utility will send you a letter confirming transfer of service upon processing of the enrollment of your Accounts and you will then have 7 days from the postmark date of that letter to cancel your enrollment, without penalty, by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility. |
| **Deposit or Other Fees for Switching to Constellation:** Constellation does not charge or collect a deposit or switching fees to switch to Constellation's service. Your current supplier and/or the Utility may charge such fees. |
| **Guarantee Period:** 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 on the next available meter read date and you will remain responsible for payment for natural gas 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. |
| **Savings:** Savings are not guaranteed. |
| **Constellation's Contact Information:**<br>Physical Address: P.O. Box 4911, Houston, TX 77210-4911<br>Telephone: 855-465-1244, Contact us with any questions between the hours of 8:00 a.m. and 8:00 p.m. eastern time on weekdays, except holidays.<br>Website: www.constellation.com |
| **Public Utilities Commission of Ohio Contact Information:** If your complaint is not resolved after you have called Constellation and/or your Utility, or for general Utility information, you may call PUCO for assistance at 1-800-686-7826 (toll free) from 8am to 5pm weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO 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 8am to 5pm weekdays, or at http://www.pickocc.org. |
| **Utility's Contact Information:**<br>Emergency Telephone number: 1-800-362-7557<br>Customer Service Telephone: 1-800-362-7557 |
| **General Disclosures:** Constellation is an independent seller of natural gas supply services, certified by the Public Utilities Commission of Ohio (PUCO). Constellation does NOT represent or act on behalf of the Utility, governmental bodies or consumer groups. The prices of Constellation are not regulated by PUCO. The Utility remains responsible for the delivery of gas to your premises and will continue to respond to any service calls and emergencies. Switching to Constellation will not impact your natural gas supply service. You will receive written notification from the Utility confirming a switch of your natural gas supplier. You may purchase natural gas supply service from a retail natural gas supplier, such as Constellation, or from the Utility. |

**Along with your Terms and Conditions. Please retain this Disclosure Statement for your records.**
Please see the Terms and Conditions for additional details of the transaction.

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# NATURAL GAS PURCHASE AND SALE TERMS AND CONDITIONS

**1. Purchase of Natural Gas Supply:** Constellation NewEnergy - Gas Division, LLC ("Constellation") agrees to sell and the customer identified during the enrollment process ("you") agree to buy your full requirements of natural gas supply and any other service identified in the Disclosure Statement for the accounts identified during the enrollment process ("Accounts") in the utility territory identified on the Disclosure Statement ("Utility") in accordance with the terms of these Natural Gas Purchase and Sale Terms and Conditions and the Disclosure Statement provided herewith (collectively, this "Agreement"). The "Effective Date" is the date agreed to by both you and Constellation. Both you and Constellation may be referred to herein as a "Party" and, collectively, you and Constellation may be referred to as the "Parties".

**2. Term and Renewal:** This Agreement shall become binding on the Effective Date, provided however, the obligations of Constellation to sell and deliver natural gas for the Utility's delivery to the Accounts and your obligations to purchase, take and pay for natural gas supply for the Accounts shall be for the Term identified in the Disclosure Statement (subject to successful enrollment by the Utility and Section 6 below). This Agreement may also be renewed as described in the Disclosure Statement.

**3. Pricing:** For the Initial Term, the Pricing shall be described in the Disclosure Statement, which does not include the Utility's delivery charges or any applicable taxes. From time to time, Constellation may experience an increase in costs related to the natural gas and other services identified on the Disclosure Statement that results from the implementation of new, or changes (including changes to tariff rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements ("Change in Law"). "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility business practices or protocol, Utility or pipeline tariff, rule of any commission or agency with jurisdiction in Ohio. If Constellation experiences a Change in Law, Constellation may change the terms of this Agreement by providing notice of such change at least thirty (30) days prior to the effective date of the change. If you do not agree with the change, you may cancel this Agreement without penalty by providing written or oral notice to Constellation within thirty (30) days of the date of the notice.

**4. Billing, Payment and Credit:** If Utility Billing was noted during the in the Disclosure Statement, you will be invoiced for Constellation's charges and the Utility's delivery charges by the Utility on the invoice(s) you receive from the Utility. Such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. Constellation's charges or credits not invoiced through the Utility shall be invoiced directly by Constellation. If Constellation Billing is noted in the Disclosure Statement, you shall pay within twenty (20) days from the invoice date. Payments not received by Constellation by the due date are deemed past due and shall accrue interest daily on the unpaid balance from the due date until payment is received at the lesser of 1.5% per month or the maximum amount allowable by law. You agree to pay Constellation's costs incurred in collecting amounts owed to Constellation, including reasonable attorneys' fees and returned check charges. If you fail to pay your invoices on time, you authorize Constellation to report such failures to one or more credit reporting agencies. Consistent with applicable law, Constellation uses uniform income, deposit and credit requirements in determining whether to offer service to our customers. You hereby authorize Constellation to perform a credit check on you. Constellation may correct or cause the Utility to correct previous invoices in the event of invoicing errors.

**5. Taxes:** Any tax levied against Constellation by any governmental entity that must be paid by Constellation, exclusive of Constellation's income tax or taxes levied on Constellation's real or personal property, shall be passed through to and paid by you. You must provide Constellation with any applicable exemption certificates.

**6. Rejection, Termination, and Remedies:** Constellation reserves the right to terminate this Agreement for any non-payment of any amounts owed to Constellation under this Agreement or any other default under this Agreement by you with at least 14 days written notice. In addition to non-payment, Constellation also reserves the right to reject your enrollment or terminate this Agreement for the following defaults: you (a) fail to meet or maintain satisfactory credit standing as determined by Constellation; (b) fail to meet minimum or maximum threshold consumption levels as determined by Constellation; (c) fail to be eligible for Utility consolidated billing or the Utility's purchase of receivables program, if applicable; (d) rescind your authorization detailed in the "Information Release" section below; (e) attempt to assign this Agreement without Constellation's consent; (f) provide any false, inaccurate or misleading information to Constellation or the Utility; or (g) you are or become enrolled in the Utility's Percentage of Income Payment Program or other credit arrearage programs. You may terminate without an early termination fee ("Permitted Termination") (1) during and as explained in any applicable "Guarantee Period" identified in the Disclosure Statement, or (2) as explained in the "Early Termination Fee" section in the Disclosure Statement, or (3) if you move. This Agreement will automatically terminate if your requested service location is not served by the Utility, if you move outside the Utility service area to an area not served by Constellation, or if Constellation returns you to Utility service in accordance with this Agreement. If Constellation terminates this Agreement as a result of your default or if you terminate for any reason other than the Permitted Terminations, Constellation may charge an early termination fee in the amount detailed on the Disclosure Statement. The Parties agree that damages would be difficult to quantify upon a default and further agree that the early termination fee is not a penalty. A failure to pay a Utility invoice may result in disconnection by the Utility in accordance with the Utility's tariff. If you return to Utility service, you may not be served on the same terms or rates as those that apply to other customers of the Utility.

**7. Limitations:** Neither Constellation nor any of its affiliates shall be liable for any damages or claims for matters within the control of the Utility, which include maintenance of natural gas distribution lines and systems, service interruptions, loss or termination of service, meter readings or injury to persons or damage to property caused by the delivery or supply of natural gas. Constellation's delivery obligations cease, and title to gas sold transfers to you, at the Delivery Point, which is the point at which the a third party pipeline supplying gas to the Utility and the Utility interconnect. **ALL NATURAL GAS SUPPLY SOLD HEREUNDER IS PROVIDED "AS IS", AND CONSTELLATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE**

**UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL CONSTELLATION'S LIABILITY EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.**

**8. Force Majeure:** Causes and events out of Constellation's reasonable control ("Force Majeure Events") may result in interruptions in service. Constellation will not be liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event. Constellation is not and will not be liable for damages caused by Force Majeure Events, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the Utility's system; nonperformance by the Utility, including, but not limited to, a facility outage on the Utility's distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control.

**9. Information Release:** You authorize Constellation to obtain information from the Utility related to the Accounts including without limitation account name, account number, billing address, service address, telephone number, standard offer service type, historical natural gas usage, rate classification, meter readings, characteristics of natural gas supply, and billing and payment information. You authorize Constellation to release such information to third parties and to Constellation's affiliates and subcontractors. These authorizations will remain in effect as long as this Agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to Constellation at contact information provided. Other than for operation, maintenance, assignment and transfer of your account(s), pursuant to a court or PUCO order or pursuant to a PUCO rule, we will not release your account number or, other than for credit checking and credit reporting, if applicable, your social security number, without your prior affirmative written consent. You may request from Constellation, twice within a 12-month period, up to 24 months of your payment history without charge.

**10. Disputes:** For questions about this Agreement you may call Constellation using the contact information provided in the Disclosure Statement. Constellation will refer all issues to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If your complaint is not resolved after you have called Constellation, or for general utility information, as a residential or business customer you may contact the public utilities commission of Ohio ("PUCO") using the contact information provided in the Disclosure Statement. **BOTH YOU AND CONSTELLATION AGREE IRREVOCABLYAND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT.** Nothing in this Agreement shall impair your right to make an informal or a formal complaint to the PUCO.

**11. Miscellaneous:** Contact information for Constellation, the Utility and the applicable state Commission is provided in the Disclosure Statement. The Agreement shall be governed by and construed in accordance with the laws of the State where the Account(s) reside, without regard for the conflicts of law provisions thereof. Subject to regulatory approvals and any required notice from Constellation, Constellation may assign this Agreement without your consent. You may assign this Agreement only with Constellation's prior written consent. The Agreement shall be considered the entire agreement between the Parties, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both Parties or in accordance with the Renewal process identified in the Disclosure Statement. Customer or the individual undertaking this decision on your behalf warrants that he or she is authorized to (a) enter into this Agreement on your behalf, (b) make decisions with respect to the Accounts, and (c) enroll with and change the Accounts' natural gas supplier to Constellation. You should contact the Utility in the event of an emergency at the phone numbers identified on the Disclosure Statement. Future correspondence may be sent by Constellation to you via first class mail, postcard, and/or electronic mail.