



**Constellation NewEnergy, Inc. Disclosure Statement Summary for Pennsylvania Small Commercial Customers**

Pennsylvania regulations require us to provide this Disclosure Summary for Small Customers only. "Small Customer" means that you are a customer whose account(s) is located in the Commonwealth of Pennsylvania and such account's aggregate peak load during any 12 month period is less than 25 kilowatts and is not receiving service under a residential rate classification. If you are not a Small Customer the terms on this Disclosure Summary will not apply. We will notify you of your status as a Small Customer after we have received usage information from your EDC.

<b>Electric Generation Supplier Information:</b>	Constellation NewEnergy, Inc. is your electric generation supplier. You can call us at our toll-free number 1-844-6-ENERGY between 8:00 AM and 7:00 PM (not including weekends or holidays) eastern prevailing time or email us at <a href="mailto:customercare@constellation.com">customercare@constellation.com</a> . We are responsible for costs associated with the generation and transmission of your electricity supply.
<b>Price Structure:</b>	Your contract price is fixed for the initial duration of the plan.
<b>Generation/Supply Price:</b>	_____ \$/kWh for the _____ month Plan. If you are a Small Customer (as defined below) the contract price on this page includes gross receipts taxes. If you are not a Small Customer your contract price (located on the following page) does not include gross receipt taxes, but these taxes will be included on your monthly invoice. <b>All in Price \$/kWh</b> Portion of All-In price that is GRT _____ <b>Price \$/kWh</b> without GRT
<b>Statement Regarding Savings:</b>	During the duration of your contract, the price may be higher or lower than the EDC's price-to-compare, which changes over time based upon your EDC's procurement structure. Therefore savings are not guaranteed.
<b>Deposit Requirement:</b>	Based on your creditworthiness, we will not require a deposit.
<b>Contract Start Date:</b>	We will begin supplying electricity to your account as soon as the EDC processes your enrollment for the duration stated below. This may take up to two billing cycles.
<b>Contract Duration/Length:</b>	_____ Months
<b>Cancellation/Early Termination Fees:</b>	As further described below, state law provides Small Customers with a 3-day rescission right from receipt of your written disclosure statement. If you terminate this contract outside of this rescission period for reasons other than our default you will be charged an early termination fee. The early termination fee will be calculated as follows: <ul style="list-style-type: none"> <li><input type="checkbox"/> all amounts you owe us for electricity provided to you, plus</li> <li><input type="checkbox"/> the positive difference, if any, between (A) the price you would have paid us under this contract had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this contract, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us, plus</li> <li><input type="checkbox"/> all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this contract.</li> </ul> If we terminate this contract because: you provide inaccurate or misleading information, you do not pay your invoices, or you otherwise breach your obligations as stated under the Termination and Termination Fees section of the contract, then you will be charged a termination fee as calculated above.
<b>End of Contract:</b>	You will receive two separate written notifications in advance of the expiration date of your contract. You will receive the first notice 60-45 days in advance of the expiration date, and you will receive the second at least 30 days in advance. These notifications will explain your options going forward. If you terminate your agreement after you receive the second notice and before the expiration of your contract you will not be required to pay an early termination fee.  If you fail to respond to these notices, we may extend your contract in accordance with your renewal notices; however you may terminate the renewal term at any time effective as of the next applicable EDC meter read date without incurring an early termination fee.
<b>Right of Rescission:</b>	You may cancel this Contract at any time before midnight of the third business day after receiving this disclosure by either notifying us in writing at the address provided below or by phone by calling us at 1-800-718-1509 that you would like to rescind this Contract.

**FOR INTERNAL USE ONLY**

**CONSTELLATION NEWENERGY INC.**  
**FIXED PRICING CONSUMER CONTRACT AND DISCLOSURE STATEMENT OF TERMS OF SERVICE PENNSYLVANIA ELECTRIC GENERATION**  
**SERVICE LICENSE NUMBER A-110036**

**Purchase of Power and Energy Service.** Constellation NewEnergy, Inc. (“Constellation”) agrees to sell, and \_\_\_\_\_ (“Customer”) agrees to buy, your full requirements for business electric generation service at the price and on the terms and conditions specified in this Consumer Contract and Disclosure Statement (the “Contract”). Price and other terms of this Contract are subject to change as provided below. Constellation reserves the right to revoke its electricity offer for any reason at any time prior to your acceptance of this Contract. Throughout this Contract, the words “you” and “your” refer to the Customer who has signed this Contract. The words “we”, “us” and “our” refer to Constellation. Constellation is an independent seller of electric generation service licensed by the Pennsylvania Utility Commission (“PUC”) and is not representing or acting on behalf of the electric distribution company responsible for the service territory where your business is located, i.e. Pennsylvania Power & Light Company, Philadelphia Electric Company, West Penn Power, Metropolitan Edison Company, Pennsylvania Electric Company, Duquesne Light or Pennsylvania Power Company (each referred to as the “Electric Distribution Company” or “EDC”), any governmental bodies, or consumer groups. You will receive written notification from the EDC confirming a pending switch of your electric generation supply.

**Contract Duration.** The initial duration of the Contract will be \_\_\_\_\_ months (the “Month Plan”) based on your election, beginning on the starting date that is the next meter read date after the EDC processes your enrollment (the “Start Date”). Your switch to Constellation as your electric generation supplier may take up to 2 billing cycles to take effect.

**Rescission.** You, the buyer, may cancel this Contract at any time prior to midnight of the third business day after receiving this disclosure. See the attached notice of cancellation form for an explanation of this right. You may do this by either notifying us in writing at the address provided below or by calling us at 1-844-6-ENERGY and informing us that you would like to rescind this Contract.

**Fixed Pricing.** By choosing the \_\_\_\_\_ Month Plan, your price for electric generation service will be \_\_\_\_\_ dollars per kWh from the Start Date through the meter read date \_\_\_\_\_ months after the Start Date. This price includes Transmission Charges, but excludes the Gross Receipts Tax as well as applicable state and local Sales Taxes. If you are a Small Customer, refer to your price in the Disclosure Summary which includes Gross Receipts Taxes. This fixed price does not include Distribution Charges (as defined below) or any other EDC charges (which will be invoiced by the EDC).

**Key Pricing Definitions.**

“Distribution charges” are part of the basic service charges on every customer’s bill for delivering electricity from the electric distribution company to your business. The distribution charge is regulated by the Public Utility Commission. This charge will vary according to how much electricity you use.

“Generation charges” are the charges for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. When you purchase electricity from Constellation, your generation charges depend on the contract between you and Constellation.

“Transmission charges” reflect the cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.

**Other Pricing Terms.** The fixed price charged for electric generation service under this Contract is reflective of competitive market conditions, was not set or approved by the PUC and does not include any applicable taxes or local distribution company fees or charges, which will be charged by the EDC. If based on the information provided by you during your sign-up, you are a commercial customer, then accordingly, under current applicable laws, we will assess applicable taxes which will be passed through and invoiced to you in addition to our charges under this Contract. There is no charge for entering into this Contract or for terminating this Contract at the end of the then-applicable Contract duration as provided in the “Contract Duration” and “Renewal” sections. Under certain other circumstances, you may be responsible for payment of an early termination fee as provided in the “Termination” section below.

**Price Comparison.** Because the EDC’s tariff rates and other factors relevant to the EDC’s current price to compare likely will change from time to time, Constellation cannot guarantee savings over the EDC’s rates for the entire duration of this Contract or any renewals and any savings are limited to a comparison against the EDC’s price to compare applicable at the time you enter into this Contract.

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**Net Metering.** If you currently own or plan to install during the duration of this Contract solar, wind, or other eligible renewable electrical generating facilities in order to supply all or part of your electricity usage and such generating facility is or will be net metered by the EDC you must notify us in order for us to determine your eligibility and to properly enroll or continue to serve you.

**Small Customer Renewal.** IF YOU ARE A SMALL CUSTOMER, THIS CONTRACT WILL AUTOMATICALLY RENEW AS DESCRIBED IN THIS SECTION. IN ORDER TO CANCEL BEFORE AN AUTOMATIC RENEWAL OF THIS CONTRACT, PLEASE NOTIFY US IN WRITING OR BY PHONE AS DESCRIBED IN THIS SECTION. A “**Small Customer**” means that you are a customer whose account(s) is located in the Commonwealth of Pennsylvania and such account’s aggregate peak load during any 12 month period is less than 25 kilowatts and is not receiving service under a residential rate classification. Unless terminated earlier as provided in the “**Termination**” section, if your contract with us is approaching the expiration date or whenever we want to change this Contract, you will receive two separate notices before the Contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options. If you terminate your agreement after you receive the second notice and before the expiration of your contract you will not be required to pay an early termination fee. The second contract renewal notice will set forth the proposed price for the renewal term, the proposed length of the renewal term, the bill cycle in which service under the new term will begin and any other proposed changes to the terms and conditions of this Contract. YOU MAY TERMINATE THE CONTRACT DURING ANY RENEWAL PERIOD AT ANY TIME WITHOUT INCURRING AN EARLY TERMINATION FEE, AT WHICH TIME WE WOULD RETURN YOUR ACCOUNT AT THE NEXT APPLICABLE METER READ DATE TO BEING SUPPLIED BY THE EDC UNLESS YOU HAVE SELECTED ANOTHER ELECTRIC GENERATION SUPPLIER.

**Non-Small Customer Renewal.** If you are not a Small Customer (as defined above) and following termination or expiration of the Contract (whether in whole or in part), for any reason, some or all of the accounts remain designated by the EDC as being supplied by us, we may continue to serve such account(s) on a month-to-month holdover basis. During such holdover term, you will be charged at a variable rate and not at the original fixed priced rate in your contract, if you elected a fixed price rate, and we will calculate your invoice during the holdover term as follows: Each Account’s kilowatt-hour usage in each bill cycle, (as adjusted by the applicable line loss factor ) x our estimate of forward market prices (which estimate we may, at our discretion, perform from time to time, but not necessarily on a monthly basis) + any other charges incurred by us relating to supplying you + a pass through of all costs and charges incurred by us for the retail delivery of energy to you + our fees and profit margin determined at our discretion + Taxes. **Variable rates can be inherently volatile and may exceed available fixed rates, utility rates and other market provider rates so consideration should be given to whether you would prefer a new fixed rate versus the potential volatility and increased costs of variable rates.** This Contract will continue to govern the service of such accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time Constellation will drop each account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

**Initiation of Service.** THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE CONSTELLATION TO CHANGE YOUR ELECTRIC GENERATION SERVICE SUPPLIER AND, BY ENTERING INTO THIS CONTRACT, YOU AUTHORIZE CONSTELLATION TO UNDERTAKE WHATEVER STEPS NECESSARY TO ACCOMPLISH YOUR SWITCH. Constellation will begin providing electric generation service to you on the next applicable meter read date after the EDC processes your enrollment and your service will continue throughout the duration of this Contract. The EDC will notify you of the date on which your electric generation service from Constellation will begin. Constellation’s electric generation service will be delivered to your business using the EDC’s electricity distribution wires. You represent and warrant that the electricity supply being purchased under this Contract is to be used solely for business purposes. Constellation’s obligations under this Contract are conditioned on you providing complete and accurate information and on you remaining an EDC distribution customer throughout the duration under the applicable business electric rate class.

**Billing and Payment.** The cost of your electric generation service will be included on your bill, and is due and payable as provided in your bill. You acknowledge that the EDC may provide us with your billing and payment information. You will be invoiced for Constellation’s charges under this Contract at the applicable price set forth in the “Fixed Pricing” section above (or, during any renewal period, under any revised price, terms and conditions as may be established as described in the “Renewal” section above) multiplied by your electricity usage as measured by the EDC in kWh during the applicable billing period. You agree to accept the measurements as determined by the EDC for purposes of accounting for the amount of power and energy services provided by us under this Contract. If the EDC is unable to read your meter, the EDC will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Supplying you under this Contract is conditioned on the EDC accepting our enrollment of your account and your continued eligibility for consolidated billing by the EDC. If you are not eligible for consolidated billing, you need to remedy that restriction with the EDC before we can serve you. Should the EDC cease providing consolidated billing for your account and/or commence billing us for any charges relating to you, we will bill you and you will pay us for all such charges. You will be billed additional charges, including applicable taxes and charges to distribute the electricity to your business, from the EDC consistent with its filed tariffs. You are responsible for paying any new or increased taxes, fees or other charges imposed on us or you in connection with our supply of electricity to you during the duration of this Contract. Constellation reserves the right to change billing methods. If we change our billing methods, we will send you two (2) advance written notices either in your bills or in separate mailing before the effective date of any such change.

**Budget Billing.** Budget billing of our charges is not available at this time. However, the EDC will continue to offer budget billing for those charges assessed by it in accordance with its policies and applicable law. Constellation reserves the right to make adjustments at any time and you authorize Constellation to bill you directly if necessary to collect any amounts under this Contract.

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**Late or Insufficient Payment.** If Constellation directly invoices you, you are required to pay our invoices by the due date set forth in the invoice, which will be 20 days from the date the invoice was mailed. WE RESERVE THE RIGHT TO CHARGE YOU INTEREST FOR ANY PAST DUE INVOICE AMOUNT AT 1.5% PER MONTH OR THE HIGHEST AMOUNT PERMISSIBLE UNDER APPLICABLE LAW, WHICHEVER IS LESS. IN ADDITION, YOU AGREE TO PAY US OUR COSTS INCURRED IN COLLECTING AMOUNTS OWED US, INCLUDING REASONABLE ATTORNEY'S FEES AND RETURNED CHECK CHARGES. IF YOU MAKE A PAYMENT FOR AN AMOUNT LESS THAN THE TOTAL AMOUNT DUE, WE MAY ACCEPT SUCH PAYMENT WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES THAT WE MAY HAVE AGAINST YOU AND WE MAY APPLY IT TO YOUR ACCOUNT(S) AS A PARTIAL PAYMENT. IN ADDITION, IF YOU FAIL TO REMIT PAYMENT IN A TIMELY FASHION, YOU AUTHORIZE US TO REPORT THE DELINQUENCY TO ONE OR MORE CREDIT-REPORTING AGENCIES.

**Credit.** If Constellation bills you directly for energy supply, Constellation reserves the right to determine if your credit standing is satisfactory for originating or continuing electric generation 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. You hereby authorize Constellation to perform a credit check on you.

**Termination and Termination Fees.** Constellation may terminate this Contract for any non-payment or any other breach of this Contract upon 30 days' prior written notice to you of such termination. If you fail to cure within the 30-day notice period, we may terminate the Contract even if you subsequently cure the non-payment or breach after such period has expired. Constellation may also cancel this Contract after providing the required regulatory notice to you due to a change in law or other act beyond our reasonable control or if we are no longer able to serve you. We reserve the right to reject your enrollment or terminate this Contract if:

- you fail to meet or maintain satisfactory credit standing as determined by us;
- you move within or outside of the EDC's service territory or you fail to remain an EDC distribution customer throughout the duration under the applicable commercial electric rate class;
- you fail to be eligible for EDC consolidated billing throughout the duration;
- your accounts fail to be accepted into the retail access program established by the EDC
- you rescind your authorization for release of information provided in the "Information Release Authorization" section below;
- you provide any false, inaccurate or misleading information to Constellation Energy or the EDC; or
- the utility provides load data that differs from the information you provided to us, including confirmation of your actual load data, upon which we relied in entering into this contract.
- after receiving the required notice set forth in the Change in Pricing and Other Terms section you fail to affirmatively accept the new contract terms we propose to you which address unanticipated increased costs resulting from a change in, or modification of an existing law. In this instance you will not be responsible for an early termination payment.

IF YOU: (1) TERMINATE THIS CONTRACT PRIOR TO THE END OF THE APPLICABLE DURATION FOR YOUR CONVENIENCE BY; OR, (2) WE TERMINATE THIS CONTRACT AS A RESULT OF ANY NON-PAYMENT OR OTHER BREACH BY YOU OF THIS CONTRACT OR IF YOU PROVIDE ANY FALSE, INACCURATE OR MISLEADING INFORMATION THEN YOU WILL BE RESPONSIBLE FOR A TERMINATION FEE CALCULATED AS FOLLOWS:

- ALL AMOUNTS YOU OWE US FOR ELECTRICITY PROVIDED TO YOU, PLUS
- THE POSITIVE DIFFERENCE, IF ANY, BETWEEN (A) THE PRICE YOU WOULD HAVE PAID US UNDER THIS CONTRACT HAD IT NOT BEEN TERMINATED EARLY (INCLUDING OUR MARGIN), LESS THE THEN-CURRENT MARKET PRICE OF ELECTRICITY AND SERVICES UNDER TERMS SUBSTANTIALLY SIMILAR TO THE TERMS OF THIS CONTRACT, AS REASONABLY CALCULATED BY US BASED ON INFORMATION AVAILABLE TO US INTERNALLY OR SUPPLIED BY ONE OR MORE THIRD PARTIES; MULTIPLIED BY (B) THE ESTIMATED UNDELIVERED VOLUME OF ELECTRICITY YOU WOULD CONSUME THROUGH THE END OF THE DURATION, AS REASONABLY CALCULATED BY US, PLUS
- ALL COSTS (INCLUDING ATTORNEYS' FEES, EXPENSES AND COURT COSTS) WE INCUR IN COLLECTING AMOUNTS YOU OWE US UNDER THIS CONTRACT. If you are a Small Customer, you will not be charged a termination fee if you terminate after we send you the second notice described under "End of Contract" above but before expiration of your fixed duration Contract.

Upon any termination of this Contract, you will return to receiving default service from the EDC unless you have selected another electric generation supplier. The effective date of any termination will be the next applicable meter read date after expiration of the required notice period. Upon any termination, you will remain responsible for all obligations, including payment for electricity and related costs and charges

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incurred under this Contract prior to the effective date of termination including any applicable termination fee. The delivery of electricity to you cannot be terminated or interrupted by the EDC as a result of any dispute between Constellation and you but may be terminated by the EDC for nonpayment of EDC

charges in accordance with applicable law. The EDC will continue to respond to any service calls and emergencies and switching to Constellation will not impact your electric service reliability. If the EDC purchases the right to receive your payments under this Contract, your payment obligations may become EDC charges for purposes of termination of service.

**Assignment, Address Change.** UPON 30 DAYS WRITTEN NOTICE TO YOU, CONSTELLATION MAY ASSIGN, SUBCONTRACT OR DELEGATE ALL OR ANY PART OF OUR RIGHTS AND/OR OBLIGATIONS UNDER THIS CONTRACT, INCLUDING YOUR PAYMENT OBLIGATIONS UNDER THIS CONTRACT, TO ANOTHER LICENSED ELECTRIC GENERATION SUPPLIER, ON THE SAME TERMS OF SERVICE AS PROVIDED UNDER THIS CONTRACT, UPON 30 DAYS ADVANCE WRITTEN NOTICE TO YOU. THIS MEANS THAT UPON ASSIGNMENT, YOU WOULD RECEIVE ELECTRIC GENERATION SERVICE FROM THE NEW SUPPLIER, WOULD SUBMIT PAYMENTS TO THE NEW SUPPLIER, AND THE NEW SUPPLIER WOULD BE RESPONSIBLE FOR PROVIDING YOUR ELECTRIC GENERATION SERVICE. THE 30-DAY NOTICE WE PROVIDE TO YOU WILL INCLUDE THE DATE THE ASSIGNMENT WILL OCCUR, THE NAME AND ADDRESS OF THE NEW SUPPLIER, THE NAME, ADDRESS AND TELEPHONE NUMBER FOR A CONSUMER REPRESENTATIVE FOR THE NEW SUPPLIER, AND THE REASON FOR THE ASSIGNMENT. You may not assign any of your rights or obligations under this Contract without our prior written consent. If you move your business, you may terminate our Contract. 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. If you move within the EDC's service territory, you must contact the EDC at the number provided in the "Contact Information" section below in order to obtain new account and meter numbers for your business' new location. Please contact us if you would like us to serve you again at your new location.

**Change in Pricing and Other Terms.** In addition to Constellation's right to revise the price, terms and conditions of this Contract as provided in the "End of Contract" section above, this Contract may be revised at any time by Constellation upon the occurrence of any event beyond its reasonable control that materially increases the obligations of Constellation or the cost of performing such obligations under this Contract. For customers other than Small Customers, Constellation will have the right upon prior written notice, to pass on to you any increased costs which are a result of a change in or implementation of a law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practice or protocol, EDC tariff, or rule of any commission or agency with jurisdiction in the state in which the accounts are located. **If you are a Small Customer** (as defined above) and have a fixed duration contract with us, then whenever we propose to change the terms of this Contract, you will receive two written notifications from us in our bills for supply charges or in corresponding separate mailings that precede either the expiration date or the effective date of the proposed changes. We will explain your options to you in these two advance notifications. The first of these notices will occur between 60-45 days prior to the expiration date of the Contract or the effective date of the proposed Contract change; the second of these notices will occur at least 30 days prior to the Contract's expiration or the effective date of the proposed Contract change. As the options notice will describe, if you do not consent to these changes, your electric generation service will terminate effective as of the next meter read date after expiration of the required notice period. 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 duration, you authorize Constellation to obtain information from the EDC 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 EDC bill, billing and payment information from the EDC. We will maintain the confidentiality of your personal information, including name, address, telephone number, electric usage and historic payment information, as required by applicable Pennsylvania Public Utility Commission regulations and Federal and State laws. You authorize Constellation to release your information to third parties that need to know such information in connection with your power and energy service and to Constellation's affiliates and subcontractors. These authorizations will 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. We reserve the right to the extent permitted by law to reject your enrollment or terminate this Contract in the event these authorizations are rescinded.

**Dispute Resolution.** If you have a billing or other dispute involving our service, please contact us at 1-844-6-ENERGY. You may withhold payment of any disputed charges while the charges remain in dispute. You may contact the PUC if after discussing with us if you are not satisfied with our resolution..

**Limitation of Liability; Jury Trial Waiver.** You agree that neither Constellation nor any of its affiliates or subcontractors will be liable for any damages or claims for matters within the control of the EDC 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 delivery or supply of electricity. Neither Constellation nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling you with the EDC. Constellation's liability will be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event will Constellation or any of its affiliates or subcontractors be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Contract. BOTH YOU AND CONSTELLATION AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR

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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 OR THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT.

**Force Majeure.** We do not transmit or deliver electricity and causes and events out of our reasonable control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions or any other failure to perform under this Contract caused by a Force Majeure Event. We are 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 EDC's system; non-performance by the EDC, including, but not limited to, a facility outage on its distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control.

**Miscellaneous.** Except with respect to Constellation's affiliates and subcontractors under the "**Limitation of Liability; Jury Trial Waiver**" 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, and the provisions contained in the "**Limitation of Liability; Jury Trial Waiver**" section above, will survive expiration or termination for any reason. This Contract constitutes the entire contract between you and Constellation. No statement, promise or inducement made by either party not contained in this Contract will be valid or binding. Any reference to days or periods will mean calendar days.

#### Contact Information.

**Supplier Name:** Constellation NewEnergy, Inc.  
**Address:** 1001 Louisiana St. Suite 2300, Houston, TX 77002  
**Attention:** Small Business  
**Care**  
**Phone Number:** 1-844-6-ENERGY  
**Internet** **Address:**  
[customercare@constellation.com](mailto:customercare@constellation.com)

**CONSTELLATION NEWENERGY, INC.'S ELECTRIC GENERATION SUPPLIER LICENSE NUMBER IS A-110036.** Should you have any questions about your Constellation contract or Constellation charges on your invoice, please contact us between the hours of 8:00 a.m. and 7:00 p.m. eastern time on weekdays, except holidays. Our toll-free number is 1-844-6-ENERGY. We can be reached by email at: [customercare@constellation.com](mailto:customercare@constellation.com) or by mail at: Constellation NewEnergy Inc., c/o Business Care, 1001 Louisiana Street, Suite 2300, Houston, TX 77002. Please contact us at this address to provide all notices under this Contract and contact us at this address or phone number to resolve any disputes regarding this Contract.

#### Electric Distribution Company/Default Service Provider

For emergencies relating to your service, such as a power outage, or for information about universal service programs, please call your EDC at the following number: Pennsylvania Power & Light Company at 1-800-342-5775, Philadelphia Electric Company at 1-800-841-4141, West Penn Power at 1-800-255-3443, Metropolitan Edison Company 1-888-544-4877, Pennsylvania Electric Company at 1-888-544-4877, Duquesne Light at 1-888-393-7000 or Pennsylvania Power Company at 1-888-544-4877.

For information about customer assistance programs, please call: West Penn Power - formerly Allegheny Power (LIPURP) (800) 207-1250; Duquesne (CAP) (888) 393-7600; Met-Ed (PCAP) (800) 962-4848; PECO (CAP Rate) (800) 744-7040; Penelec (PCAP) (800) 962-4848; and Penn Power (PCAP) (800) 720-3600.

#### Public Utility Commission (PUC); Shopping Information

The Pennsylvania Utility Commission can be reached by mail at P.O. Box 3265, Harrisburg, PA 17105-3265, or by phone at 1-800-692-7380 and their website address is <http://www.puc.state.pa.us/>.

Information about shopping for an electric supplier is available at [www.PaPowerSwitch.com](http://www.PaPowerSwitch.com), by calling the PUC at 1-800-692-7380 and the Office of Consumer Advocate at 1-800-684-6560 or at [www.oca.state.pa.us](http://www.oca.state.pa.us).

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**Reference Number:** \_\_\_\_\_ | **Account Representative:** \_\_\_\_\_ | **FORM:** \_\_\_\_\_ | Page 6 of 10 | Printed: \_\_\_\_\_  
©2022 Constellation Energy Resources, LLC. All rights reserved. Errors and omissions excepted. | **MM\_FB\_Broker\_Feb-01-2022**

Each party has caused this contract to be executed by its authorized representative on the respective dates written below.

**CONSTELLATION NEWENERGY, INC.**

By:  
Name:  
Title:  
Date:  
Address: 1001 Louisiana St. Suite 2300  
Houston, Texas 77002  
Attention: Contracts Administration  
Facsimile: (888) 829-8738  
Telephone: (844) 6-ENERGY

**Customer:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Attention:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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**ACCOUNT SCHEDULE:**

Customer: \_\_\_\_\_

The Pricing set forth is only valid until 5:00 PM Eastern Prevailing Time on \_\_\_\_\_  
We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

No. of Service Accounts: \_\_\_\_\_

UDC	UDC Account Number	Service Address	Duration (Months)	Energy Price (\$/kWh)	Start Date

Pennsylvania regulations require us to show Small Customers what the average price of electricity would be for an average customer using:

500 (\$/kWh): \_\_\_\_\_;

1,000 (\$/kWh) \_\_\_\_\_; and 2000 (\$/kWh) \_\_\_\_\_;

**Payments to Certain Third- Parties:**

You acknowledge and understand that:

- \_\_\_\_\_ (“**Broker**”) is acting on your behalf as your representative and is not a representative or agent of ours;
- We are remitting a fee to Broker on your behalf in connection with its efforts to facilitate our entering into this contract; and
- Your price reflects the fee being disbursed to Broker

You should direct any questions regarding such fee to your Broker

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THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO APPLICABLE STATE AND FEDERAL REGULATION – PLEASE COMPLETE AND RETURN TO US BY THE CANCELLATION DEADLINE SET FORTH BELOW IF YOU WANT TO CANCEL YOUR ELECTRICITY SUPPLY CONTRACT. YOU MAY HAVE ADDITIONAL RESCISSION RIGHTS UNDER APPLICABLE UTILITY TARIFFS OR CANCELLATION RIGHTS UNDER YOUR CONTRACT NOT SUPERSEDED HEREBY.

**NOTICE OF CANCELLATION**

Transaction Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Cancellation Deadline: MIDNIGHT ON \_\_\_\_/\_\_\_\_/\_\_\_\_

E-mail: [customer care@constellation.com](mailto:customer care@constellation.com) Fax: 888-829-8738

Mail: Constellation NewEnergy, Inc.  
Attention: Cancellations  
1001 Louisiana Street, Suite 2300  
Houston TX, 77002

Re: Electricity Supply Contract – Cancellation of Service

You may CANCEL this transaction, without any Penalty or Obligation, NOT LATER THAN THE CANCELLATION DEADLINE set forth above.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. If you cancel, the seller may not keep any of your cash down payment.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram or fax to Constellation at the address set forth above NOT LATER THAN THE CANCELLATION DEADLINE SET FORTH ABOVE.

I HEREBY CANCEL THIS TRANSACTION.

(Date) \_\_\_\_\_

(Buyer's name printed) \_\_\_\_\_

(Buyer's signature) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone #) \_\_\_\_\_

(Utility Account #) \_\_\_\_\_

PENNSYLVANIA UTILITIES ONLY ACCEPT RESCISSIONS BY CUSTOMERS THEREFORE PLEASE ALSO CALL YOUR APPLICABLE UTILITY AT THE FOLLOWING NUMBER TO RESCIND OUR ENROLLMENT OF YOUR ACCOUNT: PPL at 1-800-342-5775, Philadelphia Electric Company at 1-800-841-4141, West Penn at 1-800-255-3443, MetEd at 1-888-544-4877 Pennsylvania Electric Company at 1-888-544-4877, Duquesne Light at 1-888-393-7000 or Pennsylvania Power Company at 1-888-544-4877.

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Reference Number: \_\_\_\_\_ | Account Representative: \_\_\_\_\_ | FORM: \_\_\_\_\_ | Page 9 of 10 | Printed: \_\_\_\_\_

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