

**CONSTELLATION RESIDENTIAL CONTRACT SUMMARY**  
**DELAWARE ELECTRICITY SUPPLIER LICENSE 00-162**

<b>Electricity Supplier Information</b>	Constellation NewEnergy, Inc.'s toll-free number is 1-855-465-1244. Our website is: <a href="http://www.constellation.com">http://www.constellation.com</a> . We can be reached by mail at: Constellation NewEnergy, Inc., 1001 Louisiana Street, Suite 2300, Houston TX, 77002. You can reach us at the preceding address or telephone number regarding any contract disputes. Such disputes will be addressed in accordance with 26 Del. Admin. Code Section 3002-3.2.2.
<b>Product/Price Structure</b>	Fixed supply charges except for taxes and utility charges
<b>Supply Price</b>	10.39 cents per kilowatt-hour for the initial Contract term.
<b>Statement Regarding Savings</b>	We do not guarantee any savings under this product.
<b>Contract Start Date</b>	The Contract term will start at the next meter read date after the Utility processes your enrollment.
<b>Contract Term/Length</b>	The initial Contract term will be (36) months from the Contract start date.
<b>90 Day Guarantee</b>	You may terminate this Agreement within 90 days after entering into it, without incurring an early termination fee (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 electricity supply and related costs and charges incurred under this Agreement.
<b>Cancellation/Early Termination Fees</b>	<b>You WILL incur an early termination fee of \$150.00, if you terminate this Contract early for any reason other than those outlined below.</b>  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.
<b>Rescission</b>	You have the right to rescind this Contract before midnight of the third business day after the start of the rescission period. The rescission period begins on one of the following dates, as applicable: 1) When the residential customer signs the Contract; or 2) When the residential customer transmits its electronic acceptance of the Contract electronically; or 3) When the residential customer receives the Contract and Contract Summary, if received by mail.
<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. This renewal notice will explain your renewal offer for a fixed price and term. You may cancel the renewal offer by sending us written notice within 15 days after receiving it. If you do not reply, we will continue to serve you at the renewal fixed price for the renewal term.

Please retain this document for your records. If you have any questions regarding this agreement, contact us using the information above.

# TERMS & CONDITIONS DELAWARE ELECTRICITY SUPPLIER LICENSE 00-162

## **Purchase of Electric Generation And Transmission Service**

Constellation NewEnergy, Inc. ("Constellation") agrees to sell, and you agree to buy, your full requirements for residential Customers electric generation and transmission service at the price and on the terms and conditions specified in this agreement (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.

## **Term**

The initial term of the Contract will be 36 months (the "36 Month Plan") beginning at the next meter read date after the Utility processes your enrollment (the "Effective Date"). Your switch to Constellation as your electricity supplier may take up to 2 billing cycles to take effect.

## **Fixed Pricing**

Your price for electric generation and transmission service will be 10.39 cents per kilowatt-hour (kWh) plus all applicable taxes during the Contract term.

## **Other Pricing Terms**

The price charged for electric generation and transmission service under this Contract is reflective of competitive market conditions, was not set or approved by the Delaware Public Service Commission and does not include any applicable taxes or local distribution company fees or charges which will be charged by Delmarva Power and Light, the local distribution company responsible for the service territory where you reside ("Utility"). There is no charge for entering into this Contract or for terminating this Contract at the end of the then-applicable Contract term as provided in the "Term" 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.

**Rescission** - You have the right to rescind this Contract within 3 business days from the start of the rescission period. The rescission period begins on one of the following dates, as applicable: (i) when the residential customer signs the Contract; or (ii) when the residential customer transmits its electronic acceptance of the Contract electronically; or (iii) when the residential customer receives the Contract and Contract Summary, if received by mail. Please contact us toll-free at 1-800-718-1509 if you have any questions regarding rescission.

## **Price Comparison**

Please note that our fixed price may or may not be lower than the Utility's applicable annual average tariff rates as of the date of this offer, and may or may not be lower than the Utility's annual average rates for other rate classifications or their rates that apply to specific seasons or portions of the year. In addition, the Utility's tariff rates likely will change from time to time and therefore Constellation cannot guarantee savings over the Utility's rates for the term of this Contract or any renewals.

## **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 at your next available meter read date and you will remain responsible for payment for electricity and related costs and charges incurred under this Contract through such meter read date. Any incentives we may offer in connection with you entering into this Contract will be provided to you after the Guarantee Period has expired provided you have not terminated our Contract. The Guarantee Period does not apply to any renewals.

## **Renewal**

After the initial term, this Contract will automatically renew unless terminated by Constellation or you as provided in the "Termination" section below. You will receive a renewal notice at least 45 days prior to the end of each initial term or renewal term, as applicable. The price and other terms and conditions herein will continue in effect during each renewal term unless Constellation provides a revised price or terms and conditions in writing with your renewal notice.

If we notify you of revised pricing or terms and conditions in the renewal notice, this Contract will be automatically renewed at the revised price, terms and conditions beginning at the end of the prior term, unless you cancel the renewal by notifying Constellation in writing within 15 days after receiving notice of the revised prices and/or terms and conditions. If you cancel the renewal, then this Contract will terminate at the end of the then-current term without penalty 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**

THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE CONSTELLATION TO CHANGE YOUR ELECTRICITY 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 and transmission service to you on the next applicable meter read date 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 electric generation and transmission service from Constellation will begin. Constellation's electric generation 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. 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 the applicable residential electric rate class.

## **Billing and Payment**

Unless you elect otherwise, the cost of your electric generation and transmission 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 hereby acknowledge and agree that the Utility 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 Utility in kWh during the applicable billing period. You agree to accept the measurements as determined by the Utility for purposes of accounting for the amount of generation and transmission services provided by us under this Contract. If the Utility is unable to read your meter, the Utility 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 Utility accepting our enrollment of your account for consolidated billing by the Utility. If you are not eligible for consolidated billing, you need to remedy that restriction with the Utility before we can serve you. Should the Utility 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 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, fees or other charges imposed on us or you regarding generation, transmission or distribution of the electricity during the term of this Contract. We will notify you if any new or increased taxes, fees or other charges are imposed. Constellation reserves the right to change billing methods.

## **Late or Insufficient Payment**

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 the event there is a billing dispute, you must still pay your bill, but may deduct the specific amount in dispute while the charges remain in dispute. If the amounts in dispute are determined to be due to us, you will be responsible for interest on the amount due from the original invoice date through the date on which such amounts are paid. When the Utility issues you a consolidated bill, all invoiced balances under this Contract that are not paid in full by the due date will be subject to the Utility's late payment policies and procedures with respect to the Utility's portion of the invoice and we will pass through our late payment charges. 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. You also 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, we may report the delinquency to one or more credit-reporting agencies.

## **Credit**

Constellation reserves the right to determine if your credit standing is satisfactory for originating or continuing electric generation and transmission 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 for any non-payment or any other breach of this Contract upon 35-days prior written notice to you of such termination. If you fail to cure within the 35-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 terminate this Contract upon 35 days' prior written notice to you if you are no longer eligible for consolidated billing by the Utility or if, due to a change in law or other act beyond our reasonable control, we are no longer able to serve you. In addition, we reserve the right to reject your enrollment or terminate this Contract in the event you fail to meet or maintain satisfactory credit standing as determined by us, if you fail to meet minimum or maximum threshold consumption levels as determined by us, if you move or if you fail to remain a Utility distribution customer throughout the term under the applicable residential electric rate class, if you fail to be eligible for Utility consolidated billing throughout the term or if you rescind your authorization for release of information provided in the "Information Release Authorization" section below.

You may terminate this Contract prior to the end of the applicable term for your convenience in which case you will be charged a termination fee of \$150. If you relocate outside of your current Utility service territory, you may terminate this Contract with no termination fee.

Upon any termination of this Contract, you will return to receiving standard offer service from the Utility unless you have selected another electricity supplier. The effective date of any termination will be the next applicable meter read date after the Utility processes your drop. 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 right to receive your payments under this Contract, your payment obligations may 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 your payment obligations under this Contract without your consent. You may not assign any of your rights or obligations under this Contract without our prior written consent. If you move, 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 effective date of your termination.

### **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 "Renewal" section above, this Contract may be revised at any time by Constellation upon the occurrence of any event beyond its reasonable control 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 within 30 days after receiving notice of the new prices and/or terms and conditions, in which case your electric generation and transmission 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.

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 electric generation and transmission 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 and Class Action and Jury Trial Waiver**

**CONSTELLATION HOPES TO MAKE YOU A SATISFIED CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S 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'S 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 Residential 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](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 delivery or supply of electricity. Neither Constellation nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate electric generation and transmission service on the date specified herein due to any failure or delay in enrolling you with the Utility. Constellation's liability shall 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 shall 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.

#### **Force Majeure**

We do not transmit or deliver electricity and certain 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 acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the Utility's system; non-performance by the Utility, 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 exculpation or limitation of liability, 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. Unless explicitly stated otherwise, any reference to days or periods shall mean calendar days.

#### **Contact Information**

CONSTELLATION NEWENERGY, INC.'S DELAWARE ELECTRICITY SUPPLIER LICENSE NUMBER IS LICENSE DOCKET 00-162. Contact us with any questions between the hours of 8:00 a.m. and 8:00 p.m. eastern time on weekdays, except holidays.

Our toll-free number is 1-855-465-1244. Our website is: <http://www.constellation.com>. We can be reached by mail at:

Constellation NewEnergy, Inc.

1001 Louisiana Street, Suite 2300

Houston TX, 77002.

Please contact us at this address or phone number to resolve any disputes regarding this Contract. For emergencies relating to your service, such as a power outage, please call your local Utility: 1-800-898-8042.

The Delaware Public Service Commission can be reached via telephone at: 302-736-7500. Their mailing address is: 861 Silver Lake Boulevard, Cannon Building Suite 100, Dover, DE 19904 and their website address is <http://depssc.delaware.gov/index.shtml>.

The Delaware Division of the Public Advocate can be reached via telephone at 888-607-2427. Their mailing address is 29 South State Street, Dover, DE 19904 and their website address is <https://publicadvocate.delaware.gov/>.