

## CONNECTICUT - STANDARD SERVICE AGREEMENT - FIXED RATE PLAN

I want Constellation NewEnergy, Inc. ("Constellation") to supply my home with all the electricity I need, subject to the eligibility requirements of my local utility ("Utility") and acceptance by Constellation. I am a residential customer at least 18 years old and fully authorized to enter into this Fixed Rate Plan Service Agreement that, with my Welcome Letter, reflects my entire agreement ("Agreement") with Constellation. I entered into this Agreement on via . I choose to receive notices from Constellation through U.S. mail at [[Address]] (defaults to U.S. mail). I may change this method of notification at any time during the term of this Agreement by calling 1-855-465-1244 during the hours described in Section 1 below.

- 1. Constellation Supply Services.** Constellation will supply electricity for my home for account(s): [[account number]] at: [[service address]]. Constellation is a retail marketer of electricity and not my Utility. I understand I am not required to switch my electricity supply to Constellation. I can call Constellation at its toll-free number 1-855-465-1244 between 8:00 AM and 8:00 PM eastern prevailing time (not including weekends or holidays), email Constellation at [home@constellation.com](mailto:home@constellation.com), visit [www.constellation.com/ct-energy](http://www.constellation.com/ct-energy), or send a letter through U.S. mail to Constellation NewEnergy, Inc., c/o Customer Care, P.O. Box 4911, Houston, TX 77210.
- 2. Contacting PURA.** I can contact the Connecticut Public Utilities Regulatory Authority (PURA) at 1-800-382-4586 (toll free within Connecticut) or 1-860-827-2622 (outside Connecticut); by sending a letter to: PURA, 10 Franklin Square, New Britain, Connecticut 06051, Attn: Consumer Assistance and Information Unit; or by visiting the website <http://www.ct.gov/pura>. I may also learn more about electric generation service in Connecticut by visiting [energizeCT.com](http://energizeCT.com).
- 3. Late Payment Fee.** If I do not pay my bill(s), I will be subject to a late payment fee in the amount of 1.5% per month or the highest amount permissible under applicable law, whichever is less. All returned checks will be subject to the maximum fee allowed by law.
- 4. Term.** 12 Months ("Term"). The Term of this Agreement will start on the meter read date following acceptance by the Utility ("Start Date") and end on the later of the first Utility meter read date available for de-enrollment on or about [[End Date]], or the next meter read date following successful de-enrollment of my account by the Utility ("End Date"). There may be a delay up to two months or more for the Utility to process the enrollment and de-enrollment of my account.
- 5. Cancellation/Constellation Termination.** I have the right to cancel this service agreement until midnight of the third business day after the date that I receive this written agreement. To cancel this service agreement, I can call Constellation at 1-800-718-1509, send an email or text message to [home@Constellation.com](mailto:home@Constellation.com), or send a letter through U.S. mail to Constellation NewEnergy, Inc., c/o Customer Care, P.O. Box 4911, Houston, TX 77210 and provide to Constellation my full name and, as applicable, my POD ID or Service Account Number as set forth on my invoices. After this three-business day right to cancel period expires, Constellation provides a 90 day Satisfaction Guarantee Period to terminate this Agreement without an early termination fee, though I will be responsible for any charges associated with the electricity I use during such period. If I terminate this Agreement outside of both of these time periods, then I may be charged a \$50.00 Early Termination Fee. Constellation may terminate this Agreement for any nonpayment or any other breach of this Agreement upon 30 days' prior written notice to me of such termination. If I fail to cure within the 30 day notice period, Constellation may terminate the Agreement even if I subsequently cure the nonpayment or breach after such period has expired. Constellation may also terminate this Agreement upon 30 days' prior written notice to me due to a Change in Law or other act beyond Constellation's reasonable control or if I am no longer able to serve me. In addition, Constellation reserves the right to reject my enrollment or terminate this Agreement if (i) I fail to meet or maintain satisfactory credit standing as determined by Constellation; (ii) I fail to meet minimum or maximum threshold consumption levels as determined by Constellation; (iii) I move within or outside of the Utility's service territory; (iv) I fail to remain a Utility distribution customer throughout the Term under the applicable residential electric rate class; (v) I fail to be eligible for Utility consolidated billing throughout the Term; (vi) I rescind my authorization for release of information provided in the "Information Release Authorization; Credit" section below; (vii) I provide any false, inaccurate or misleading information to Constellation or the Utility; or (viii) if after receiving the required notice set forth in the Change in Law section, I fail to affirmatively accept the new contract terms Constellation proposes to me which address unanticipated increased costs resulting from a change in, or modification of an existing law. In the instance of clause (viii), I will not be responsible for an Early Termination Fee.
- 6. Price.** The per kWh price listed in this section may be higher or lower than the Utility's rate in any given month. I understand that I should review the information provided in the Supplier Services section of my most recent bill or review the terms of service with my current supplier or visit my Utility's website to compare the Constellation electric supply price with my current price for electric supply service.

My pricing structure is the Fixed Rate Plan and includes costs associated with the generation of my electricity supply. The plan will have a fixed rate of 7.89¢/kWh and will be fixed from the [[Start Date]] through the [[End Date]].

Each month I will pay my bill for my electricity, which will be calculated by multiplying (i) the rate of electricity per kilowatt hour ("kwh") by (ii) the amount of electricity used in the billing cycle plus (iii) any applicable fees associated with my rate plan plus (iv) applicable taxes, fees, and charges levied by my Utility for distribution and other services. This rate may be higher or lower than the Utility's rate in any given month. Early termination fees may apply if I terminate this Agreement prior to the end of my Term. I am responsible for paying for all electric energy supplied up to the termination date of my Agreement. My bill will include a charge equal to the Price times the total kWh's consumed plus any associated distribution, tax, fee or other Utility charges.

During the term of this Agreement, the price may be higher or lower than the Utility's price-to-compare, which changes over time based upon my Utility's procurement structure. Therefore, savings are not guaranteed. In addition to the price for my electric supply service, I will continue to pay Eversource or United Illuminating, as the case may be, for delivery service. Effective as of January 1, 2018, the cost for delivery service from Eversource for Rate [rate number] customers is located at <https://www.eversource.com/content/docs/default-source/rates-tariffs/ct-electric-rates.pdf>. Effective as of January 1, 2018, the cost for delivery service from United Illuminating for Rate R and RT customers is located at <https://electricityplans.com/connecticut/utilities/united-illuminating/>.

**7. Enrollment and De-Enrollment.** Subject to successful enrollment of my account by the Utility, Constellation will supply my account for the Term defined above (unless renewed in accordance with Section 8 below). I understand that the process to enroll and de-enroll my account with Constellation as my supplier may take up to two or more billing cycles to take effect. I acknowledge that if my account is currently receiving electricity supply service from another supplier and my enrollment with Constellation fails to become effective on my next scheduled meter read cycle date, then my account will be returned to the Utility standard offer service. Actual meter read dates are determined by the Utility and the exact Start Date and End Date under this Agreement will be determined in accordance with the Utility's actual meter read dates for my account and upon the Utility successfully enrolling and de-enrolling my account. This Agreement is subject to the eligibility requirements of my Utility, and Constellation may choose not to accept this Agreement as described on the first page of this Agreement.

**8. Renewal Notice; Notification of Changes.** If Constellation decides to renew this Agreement, then between 30 and 60 days prior to the end of the Term, Constellation will send me a notice detailing the new Fixed Rate Plan and any conditions that will apply for my renewal including a summary of any new or altered terms, through a method selected by me as described on the first page of this Agreement, of the conditions that will apply for my renewal ("Renewal Notice"). My Agreement will automatically renew at the new price set forth in the Renewal Notice unless I notify Constellation otherwise; provided, however, I will have the right to cancel such renewed agreement within the first two billing cycles of the renewed contract without penalty or cancellation fee. Other than at renewal, any material change made by Constellation to this Agreement requires my express consent. Constellation will send me written notice between 30 and 60 days prior to any material changes to this Agreement. If I do not provide my express consent, this Agreement terminates on the meter read date following the otherwise effective date of the material changes.

**9. Termination; Guarantee Period.** My right to cancel is provided on the first page of this Agreement, as is Constellation's additional 90-day Satisfaction Guarantee Period. I may terminate this Agreement during the Satisfaction Guarantee Period by notifying my Utility that I would like to return to Utility service or by selecting another electric supplier. I must also notify Constellation via a method described in Section 5. Upon my termination of this Agreement during the Satisfaction Guarantee Period, Constellation will return me to being supplied by the Utility at my next available meter read date and I will remain responsible for payment for electricity supply and related costs and charges incurred under this Agreement through such meter read date. Any incentives Constellation may offer in connection with me entering into this Agreement, as specified in Section 22 below, require my account to be active and in good standing (i.e., all balances paid) at the time the incentive is fulfilled.

**10. Early Termination Fee.** If I wish to terminate this Agreement after the end of the Satisfaction Guarantee Period, then I may be required to pay an Early Termination Fee of \$50. I understand that if I move within the state and continue to get service from Constellation at my new residence, I will not be required to pay an Early Termination Fee. The Early Termination Fee referred to in this section and on the first page of this Agreement is not a penalty, but is designed to compensate Constellation for the cost of buying electricity in advance on my behalf.

**11. Timing of Cancellation.** It will take time for my Utility to cancel my Constellation account. During that time I agree to pay for the electricity I consume that is supplied by Constellation.

**12. Billing and Payment.** If I have chosen Budget Billing, my monthly payment will be determined as follows: Constellation will use my previous bills and projected future electricity costs to estimate my annual electricity costs, given my rate plan. Approximately every three (3) months, Constellation will review my account and will change the amount that I pay, if necessary, to ensure that I am making appropriate payments based on the amount of electricity I have been using. At least once a year, Constellation will calculate the difference between what I have paid and what my actual electricity costs have been during the year. If I have paid more than is required, Constellation will adjust the amount of future Budget Billing, or credit the excess payment to the Constellation portion of my electricity bill. If I have paid less, Constellation will adjust the amount of my future Budget Billing or bill me for the difference. I agree to pay for this difference.

**13. Bill Payment and Collection.** I may receive a single bill for both my electricity and the delivery of such electricity from my Utility or each may be invoiced separately. I understand I should check with my Utility for the payment due date. If I do not pay my bill(s), I may be subject to termination of my electricity service by my Utility under procedures approved by PURA. Constellation may terminate this Agreement and I will be subject to a late payment fee in the amount of 1.5% per month or the highest amount permissible under applicable law, whichever is less. If I have chosen to be billed separately for supply, Constellation can provide me with an estimated bill only under limited circumstances and if Constellation clearly indicates on the bill that it is based on estimated usage. Bills to Constellation must be paid within twenty (20) days. If I have difficulty paying my bill, I may be eligible for third party billing or deferred payments through my Utility. I can contact my Utility for details about available programs.

**14. Local Utility Services/Emergencies.** My Utility will continue to deliver electricity to my home, read my meter, send my bill for Utility charges and, unless I choose separate billing, my supply charges from Constellation, and will continue to make repairs. My Utility is responsible for delivering electricity to my home. If I experience service problems I should contact my Utility by phone (Eversource at 1-800-286-2000 or UI at 1-800-722-5584). In cases of emergencies relating to my electricity service, such as a power outage, I should call my Utility (Eversource at 1-800-286-2000 or UI at 1-800-722-5584) and local emergency personnel at 911.

**15. Limitation of Liability, Warranty, and Jury Trial Waiver.** CONSTELLATION WILL NOT BE RESPONSIBLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. CONSTELLATION DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**16. Dispute Resolution and Class Action Waiver.** IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH MYSELF AND CONSTELLATION. If I have a question about my bill or any other matters with respect to this agreement, I may contact Constellation by calling Customer Care at the tollfree number in Section 1; or by sending a letter to the address in Section 1; or by sending an email to the email address in Section 1. Constellation will refer all complaints to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If I am still not satisfied, I may contact a Constellation supervisor, and he or she will respond promptly. If a dispute cannot be resolved, I may appeal to PURA by calling the number in Section 2; or by sending a letter to the address in Section 2; or by visiting their website provided in Section 2. PURA will monitor complaints against all energy companies and an excessive number of complaints may result in an energy company's no longer being eligible to supply electricity in Connecticut. PURA's telephone number for inquiries and complaints regarding ESCOs is provided in Section 2. BOTH CONSTELLATION AND I AGREE TO RESOLVE ALL DISPUTES RELATING TO OR ARISING OUT OF THE INTERACTIONS BETWEEN CONSTELLATION (INCLUDING ITS 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 ME 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 CONSTELLATION AND I ALSO AGREE THAT:

A) The federal arbitration act applies to this Agreement and governs any arbitration between Constellation and me. Prior to initiating any arbitration, Constellation and I 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 Section 1. 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 party 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 a 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) CONSTELLATION AND I 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 SUCH 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 my billing address. If I am 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 me an award that is greater than the value of our last written settlement offer made prior to an arbitration hearing, then Constellation will pay me three times the amount of the award; and my attorney twice the amount of attorneys' fees, and reimburse any expenses reasonably incurred for pursuing my claim in arbitration. If the award in my favor is lower than Constellation's offer then Constellation will only pay me 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, CONSTELLATION AND I 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 my right to make an informal or a formal complaint to PURA.

**17. Force Majeure.** Constellation will not be responsible for supplying electricity to me in the event of circumstances beyond its control such as events of Force Majeure (as defined by my Utility or any transmitting or transportation entity) including but not limited to acts of terrorism, sabotage, or acts of God. If there is a change in any law, rule, or pricing structure, including but not limited to a change in capacity charges in New England, which results in Constellation being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Constellation may terminate this Agreement.

**18. Information Release Authorization; Credit.** I 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 electricity usage, rate classification, meter readings and characteristics of electricity supply. Constellation may refuse to accept me as a customer if my credit score does not meet or exceed its enrollment criteria. If I am accepted as a customer, Constellation may report my payment experience to credit reporting agencies. I authorize Constellation to release my customer information, including but not limited to contact information, account number and electricity usage information, to third parties that need to know such information in connection with my power and energy service and to Constellation's affiliates and subcontractors, to the extent permitted by law. Constellation will not otherwise release my customer information without my consent. These authorizations will remain in effect as long as this Agreement is in effect, or I may rescind such authorizations at any time by contacting Constellation by a method described in Section 1 above.

**19. Insolvency.** I acknowledge that this Agreement is a forward contract that you may terminate or liquidate in the event of my insolvency or bankruptcy.

**20. Change in Law.** This Agreement is subject to any future legislation, orders, rules, regulations or your Utility tariff or policy changes ("Change in Law"). In addition to Constellation's right to revise the terms and conditions of this Agreement as provided in the Section 7 above, this Agreement may be revised at any time by Constellation upon the occurrence of a Change in Law. If Constellation requests such a change, they will provide me written notice of the changed prices and/or terms and conditions and I will have an opportunity to terminate this Agreement without any further obligation by notifying Constellation in writing within 30 days after the date of the notice of the new prices and/or terms and conditions, in which case my Agreement will terminate effective as of the next meter read date after expiration of the required notice period. I will remain responsible for any unpaid balance as of the termination date but Constellation will not assess an early termination fee. If there is a Change in Law, including but not limited to a change in Capacity charges in New England, which results in Constellation being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Constellation may terminate this Agreement.

**21. Assignment.** I may not assign my interests and obligations under this Agreement without the express written consent of Constellation. Constellation may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof in connection with any financial agreement and may assign this Agreement to another electricity supplier or other entity as authorized by the PURA.

**22. Incentive.** None.

**23. Miscellaneous.** I will promptly notify Constellation if there are any significant changes in my electricity consumption. For purposes of accounting both parties accept the quantity, quality and measurements determined by my Utility. Except as otherwise provided by law I will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement and the Welcome Letter reflect my entire agreement with Constellation and supersede any oral or written statements made in connection with this Agreement or my electricity supply. There may be a delay before my Utility switches my electricity supply to Constellation; Constellation is not responsible for any such delays. Any required notice will be considered to have been made if the appropriate party is contacted (or Constellation attempts to contact and fails through no fault of its own) in the method that I selected. Any payments due under this Agreement, and all provisions relating to the payment and collection thereof, and the provision contained in the "Limitation of Liability, Warranty, and Jury Trial Waiver" section above, will survive expiration or termination for any reason.

Sales Method: Agent: