Constellation.

CONSTELLATION NEWENERGY, INC.
MARYLAND RESIDENTIAL FIXED PRICE
**CONTRACT SUMMARY**

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| **Electricity Supplier Information** | Constellation NewEnergy, Inc., License Number: IR-500. We can be reached by mail at Constellation c/o Customer Care, P.O. Box 4911, Houston, TX 77210 or at our toll-free number: 1-855-465-1244. |
| **Price Structure** | Fixed supply charges **except for taxes and utility charges** |
| **Supply Price** | 10.29 cents per kilowatt-hour for 12 monthly billing cycles from when the Account(s) are enrolled with the Utility. |
| **Statement Regarding Savings** | The Contract price may not always provide a savings. |
| **Incentives** | In connection with entering into this Contract you will receive a $75 Gift Card upon successful enrollment. Cards are issued by Virtual Rewards Center. Valid email address is required for receipt of Gift card. Gift cards will not have cash access. For any questions about your Gift card, call our customer care team at 1-855-465-1244. |
| **Contract Start Date** | The Contract term will start after the Utility processes your enrollment. |
| **Contract Term/Length** | The initial Contract term will be (12) monthly billing cycles from the Contract start date. |
| **Cancellation/Early Termination Fees** | You WILL incur an early termination fee of $150.00, if you terminate the Contract early for any reason other than those outlined below.<br><br>You will not incur an early termination fee if: (1) you terminate the Contract within the Guarantee Period, or (2) if you terminate due to a change of residence (a) within your current Utility service territory and you do not request a "Seamless Move" as explained in the Contract, or (b) outside of your current Utility service territory; or (3) are no longer eligible for service under your Utility's residential electric rate classes. |
| **Renewal Terms** | You will receive one renewal notice at least 45 days prior to the end of the initial term and each subsequent renewal term. This renewal notice will provide a new fixed price for the renewal term, or new terms and conditions, and will also explain how to cancel if you do not choose to remain with Constellation. If you do not reply, we will continue to serve you at the renewal fixed price for the renewal term. |

**For additional information, please refer to the terms in your Contract.**
**Please retain this document for your records. If you have any questions regarding your Contract, please contact us using the information above.**

# CONSTELLATION RESIDENTIAL FIXED PRICE SUPPLY CONTRACT

**MARYLAND ELECTRICITY SUPPLIER LICENSE NUMBER IS IR-500**

Constellation NewEnergy, Inc. ("Constellation" or “we” or “us”) agrees to sell, and you, the customer ("you" or "Customer"), identified during the enrollment process and named in the signature block of this contract ("Contract") agree to buy, your full requirements for residential electricity supply service pursuant to the terms of this Contract.

## PURCHASE OF ELECTRICITY SUPPLY SERVICE; PRICE; TERM

Your fixed price will be 10.29 cents per kilowatt-hour. The initial term of the Contract will start when the Utility enrolls your account(s) with Constellation and will last for 12 monthly billing cycles after that date (the "Initial Term"). This Initial Term, and any renewal term, are collectively referred to as the "Contract Term". This fixed price is applicable 24 hours a day. You will receive one 45-day renewal notice before the end of the Initial Term and each subsequent renewal term.

Price and other terms of this Contract are subject to change as provided in the "Renewal" and "Change in Law" sections below. The fixed price charged for electricity supply service under this Contract is only for electricity and is reflective of competitive market conditions. It does not include any applicable taxes, distribution charges, or other fees or charges which will be charged by the applicable utility, i.e. Potomac Edison, Baltimore Gas and Electric Company (BGE), Delmarva Power, or Potomac Electric Power Company (the "Utility"). Your fixed price may be higher or lower than the Utility’s standard offer service rate, and Constellation does not guarantee savings over the duration of your Contract. The Maryland Public Service Commission does not regulate Constellation’s prices. 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 Contract Term under one of the residential electric rate classes offered by your Utility. Constellation reserves the right to revoke its electricity offer at any time before your acceptance of this Contract.

## 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 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 once the Utility processes the change, but you will remain responsible for payment for electricity and related costs and charges incurred under this Contract until the Utility processes the request. The Guarantee Period does not apply to any renewals.

## RENEWAL AND ACCESS TO FUTURE PRICING INFORMATION

At least 45 days before the completion of the Initial Term and any subsequent renewal terms, Constellation will send you a renewal notice which will include information regarding future pricing, including a new fixed price for the renewal term, or new terms and conditions. This Contract shall be automatically renewed with the revised terms and conditions (including any updated pricing) unless you cancel the renewal after receiving notice of the new price and/or terms and conditions, and in such case this Contract will terminate at the end of the then-current term and you will remain responsible for any unpaid balance as of the termination date but we will not assess a termination fee. If at any time you want to access your price for the next billing period, you may do so at least 12 days before the close of the then-current billing period by calling Constellation’s customer service center at 1-855-465-1244 between 8:00 a.m. and 8:00 p.m. on weekdays, except holidays.

## INITIATION OF SERVICE

Constellation will begin providing electricity supply service to you after the Utility processes your enrollment and your service will continue throughout the term of this Contract. The Utility will notify you of the date on which your electricity supply service from Constellation will begin. Constellation's electricity supply service will be delivered to your residence using the Utility's electricity distribution wires. You represent and warrant that the electricity supply being purchased under this Contract is to be used solely for residential purposes.

## BILLING AND PAYMENT

Your billing method for this Contract is utility consolidated billing ("UCB"). In UCB, the cost of your electricity supply service will be included on your bill from the Utility, and is due and payable when your Utility bill is due at the billing address provided in your Utility bill. If the Utility stops billing you and/or starts billing us for any charges relating to you, we will bill you directly for those charges and you agree pay us for them. The Utility will bill you additional charges, including taxes and charges to transmit and distribute the electricity to your home, consistent with its filed tariffs. You are responsible for paying any new or increased taxes imposed on us or you regarding transmission or distribution of the electricity during the term of this Contract. We will notify you if any new or increased taxes are imposed. Constellation reserves the right to change billing methods. You may withhold payment of any disputed charges while the charges remain in dispute.

In the future, Constellation may, upon its sole discretion, decide to change your billing method to supplier consolidated billing ("SCB"). In SCB, Constellation will send you a bill that will include all delivery and supply charges for electricity. If Constellation decides to change your billing method to SCB, Constellation will send you all required notices advising you of the change, and you will have the right to accept the change, refuse the change and remain on utility consolidated billing if Constellation continues to offer it, return to your Utility, or switch to another supplier.

## BUDGET BILLING

If you are interested in budget billing for your generation charges, contact Constellation for additional information and availability. Contact your Utility for questions related to budget billing of the Utility's charges. You authorize Constellation to bill you directly if necessary to collect any amounts hereunder.

## LATE FEES

Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with the Utility's billing and late payment policies and procedures. In addition, you agree to pay us our costs incurred in collecting amounts owed us, including reasonable attorney's fees and returned check charges.

## CREDIT

Constellation reserves the right to determine if your credit standing is satisfactory for originating electricity supply service under this Contract. Consistent with applicable law, Constellation uses uniform income, deposit and credit requirements in determining whether to offer service to our customers.

## TERMINATION BY CONSTELLATION

Constellation may terminate this Contract for any reason upon 30 days written notice effective as of the end of the then-current term, in which case the Contract will not automatically renew. Constellation may also terminate this Contract upon 30 days written notice if: (1) you do not pay your invoices; or (2) due to a change in law or other act beyond our reasonable control we are no longer able to serve you. If Constellation terminates the Contract because you failed to pay your invoices, you will be liable for a $150 termination fee, as well as any amounts previously owed.

**TERMINATION BY CUSTOMER**

**You may terminate this Contract for any reason at any time by calling our toll-free customer service line at 1-855-465-1244. However, you WILL incur an early termination fee of $150 if you terminate this Contract early.** This termination fee will be waived during the Guarantee Period or if the termination is: (1) due to a change of residence (a)within your current Utility service territory and you do not request a "Seamless Move" as explained below or (b) outside of your current Utility service territory; or (2) you are no longer eligible for service under one of your Utility's residential electric rate classes. Upon any termination of this Contract, you will return to receiving standard offer service from the Utility unless you have selected another supplier. .

The effective date of any termination will be after the Utility completes the transfer of your Accounts. Upon any termination, you will remain responsible for any unpaid balance as of the termination date plus any applicable termination fee. The delivery of electricity to you cannot be terminated or interrupted by the Utility as a result of any dispute between Constellation and you but may be terminated by the Utility for nonpayment of Utility charges in accordance with applicable law. If the Utility purchases the receivables hereunder, such receivables become Utility charges for purposes of termination of service.

**ASSIGNMENT, ADDRESS CHANGE, SEAMLESS MOVE**

Constellation may, in accordance with applicable law, assign, subcontract or delegate all or any part of our rights and/or obligations under this Contract, including receivables hereunder, without your consent.

If you are moving from your service address that is receiving supply under this Contract, you may either request a "Seamless Move" or request to assign this Contract. In a Seamless Move, you will continue receiving electricity supply from Constellation at your new address. To request a Seamless Move, you must contact the Utility directly. You and the Utility are solely responsible for ensuring the Seamless Move requirements are completed. If the Utility determines you are not eligible for a Seamless Move, then Constellation will continue to serve you until your Account(s) are returned to the Utility. If you would like to assign this Contract, you must provide us with 45 days written notice. You may not assign any of your rights or obligations without our prior written consent. You will be responsible for paying all electricity supplied to your Account until the date this Contract is terminated or properly assigned.

**CHANGE IN LAW**

Notwithstanding any other provision in this Contract, this Contract may be changed by Constellation upon the occurrence of any event beyond its reasonable control (including that the Maryland Renewable Portfolio Standards are modified or repealed) that increases the obligations of Constellation or the cost of performing such obligations under this Contract. If we request such a change, Constellation will provide you notice of the changed prices and/or terms and conditions and you will have an opportunity to terminate this Contract without any further obligation by notifying us in writing. You will remain responsible for any unpaid balance as of the termination date, but we will not assess a termination payment in connection with such a termination.

**INFORMATION RELEASE AUTHORIZATION**

Throughout the term, you authorize Constellation to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service and, when charges hereunder are included on your Utility bill, billing and payment information from the Utility. You authorize Constellation to release such information to third parties that need to know such information in connection with your electricity supply service and to Constellation’s affiliates and subcontractors. These authorizations shall remain in effect as long as this Contract is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us at the number and/or address provided below under the Contact Information section of the Contract. We reserve the right to reject your enrollment or terminate this Contract in the event these authorizations are rescinded, you fail to meet or maintain satisfactory credit standing as determined by us, or you fail to meet minimum or maximum threshold consumption levels as determined by us. If you fail to remit payment in a timely fashion, we may report the delinquency to a credit-reporting agency.

**DISPUTE RESOLUTION**

You and Constellation agree to try to resolve any dispute informally. To initiate informal dispute resolution, contact Constellation's customer care department between 8:00 a.m. and 8:00 p.m. on weekdays, except holidays, at our toll-free number, 1-855-465-1244, or by mail at Constellation c/o Customer Care, P.O. Box 4911, Houston, TX 77210. Constellation will assign a representative to work with you in an attempt to resolve the dispute. If, after a reasonable period of time and good faith efforts by you and Constellation, the dispute cannot be resolved, you may contact the Maryland Public Service Commission at: 1-800-492-0474 or http://www.psc.state.md.us or, for filing an online complaint,https://mdpsc.force.com/complaints/s/?language=en_US. The Maryland Attorney General's Office website is www.oag.state.md.us and their toll free number is 1-888-743-0023.

**ARBITRATION; JURY TRIAL AND CLASS ACTION WAIVER**

**CONSTELLATION HOPES TO MAKE YOU A SATISFIED CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT IS EXPECTED OF BOTH CONSTELLATION AND YOU. BOTH YOU AND CONSTELLATION AGREE TO RESOLVE ALL DISPUTES RELATING TO OR ARISING OUT OF THE INTERACTIONS BETWEEN CONSTELLATION (INCLUDING OUR AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS AND ASSIGNS) INFORMALLY AND, IF THAT IS NOT SUCCESSFUL, ONLY BY ARBITRATION OR BY AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF TO YOU AND MUST HONOR THE SAME TERMS IN THIS CONTRACT 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 Contract 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 as described above in this Contract.

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 Contract, and will be administered by the AAA. The AAA Rules are available online at adr.org, or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Contract 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 is not intended to replace any rights you otherwise may have and does not preclude you from bringing any issues you have to the attention of any governmental authorities.**

C) **YOU AND CONSTELLATION BOTH AGREE THAT THIS CONTRACT 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 CONTRACT 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 Contract.

G) Nothing in this Contract shall impair your right to make an informal or a formal complaint to the Maryland Public Service Commission.

**LIMITATION OF LIABILITY**

You agree that neither Constellation nor any of its affiliates or subcontractors shall be liable for any damages or claims for matters within the control of the Utility or the ISO-controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the supply of electricity. Neither Constellation nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate electricity supply service on the date specified herein due to any failure or delay in enrolling you with the Utility. You agree that neither Constellation nor any of its affiliates or subcontractors shall be liable for any special, punitive, indirect, incidental or consequential damages as a result of any breach or nonperformance.

**MISCELLANEOUS**

Except with respect to Constellation's affiliates and subcontractors under the preceding section, there are no third party beneficiaries of this contract. Any payments due under this Contract, and all provisions relating to the payment and collection thereof, shall survive termination for any reason. This Contract constitutes the entire agreement between you and Constellation. Any reference to days or periods shall mean calendar days.

**UTILITY AND OTHER CONTACT INFORMATION**

CONSTELLATION NEWENERGY INC.'s MARYLAND ELECTRICITY SUPPLIER LICENSE NUMBER IS IR-500. Contact us with any questions between the hours of 8:00 a.m. and 8:00 p.m. on weekdays, except holidays at our toll-free number 1-855-465-1244. We can also be reached by mail at Constellation, c/o Customer Care, P.O. Box 4911, Houston, TX 77210. You may call or write Constellation if you have any questions about this Contract or about deregulation. For emergencies relating to your service, please call, as applicable, BGE at 1-877-778-2222, Potomac Edison at 1-888-544-4877, Delmarva Power at 1-800-898-8042 (Cecil and Harford Counties) or 1-800-898-8045 (Eastern Shore of Maryland) for outages, and at 302-454-0317 to report a natural gas emergency, Potomac Electric Power Company at 1-877-737-2662 for outages and at 202-872-3432 for downed wires and other life-threatening emergencies.

By signing below, you represent that you: (1) are the account holder authorized to enroll this account for service with Constellation and are 18 years or older; (2) have received, read, understand, and agree to the terms and conditions in this Contract and Contract Summary; and (3) are voluntarily authorizing Constellation and/or its affiliates to obtain the necessary information from your Utility (as described herein) to begin the enrollment process and initiate service with Constellation.

## YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONTRACT AND RETURN IT TO THE SELLER.

Customer Signature :

Customer Name : Adam Kolb

Date: 4/5/2024