Maryland Residential - Electric Contract Summary	
Electricity Supplier Information	Energy Harbor LLC (“Energy Harbor”) MD License Number: IR-225 1-888-254-6359 (toll-free) M-F 8:00 am – 5:00 pm EST firstchoice@energyharbor.com www.energyharbor.com
Price Structure	**Fixed Rate**
Supply Price	**11.29** ¢/kWh fixed rate billed monthly. This price does not include any tax, utility distribution charge, or other utility fee or charge.
Statement Regarding Savings	The supply price in this Agreement may not always provide savings to the customer.
Incentives	None
Contract Start Date	The contract will begin with the next available meter reading following the applicable three (3) business day rescission period (for in person sales), the acceptance of the enrollment request by Energy Harbor, and the processing of the enrollment by your Utility.
Contract Term/Length	This contract will continue in effect for **36** billing cycles following the Contract Start Date. You may be automatically renewed as described in your Renewal Notice.
Statement Regarding Cancellation/Early Termination Fees	If your Agreement has an Early Termination Fee, as stated below and in the terms and conditions on the following page, you will be charged an Early Termination Fee once the three (3) business day rescission period has passed (for in person sales) and if you terminate your Agreement early for any reason as described in the Agreement. Energy Harbor will invoice you for the Early Termination Fee, which is due as described on the invoice.
Cancellation/Early Termination Fees	**None** or Yes, you will be charged an Early Termination Fee of **None** once the three (3) business day rescission period has passed(for in person sales) and if you terminate your Agreement early for any reason as described in the Agreement. Energy Harbor will invoice you for the Early Termination Fee, which is due as described on the invoice.
Renewal Terms	Forty-five (45) days before the end of the contract term, you will receive a Notice of Renewal from Energy Harbor which will describe any changes in the material terms and conditions of the Agreement, including price; information regarding how you can terminate the Agreement without the penalty; and information regarding how to access your rate for the next billing cycle. If you do not terminate the Agreement as described in the Renewal Notice, then at the end of the contract term Energy Harbor may choose to let the Agreement expire or to automatically renew the Agreement for a term less than or equal to its initial term, including the changes to the terms and conditions described in the Renewal Notice.

For additional information, please refer to the attached Terms and Conditions. Please retain this document for your records. If you have any questions regarding this Agreement, contact your competitive electricity supplier using the information above.

Residential - Electric Terms and Conditions	
Product	**Fixed Price**
Electric Utility ("Utility")	**Delmarva**
Price and Length of Agreement	**11.29** ¢/kWh for **36** months
Incentives	**None**
Cancelation/Termination Fee	**None**

These Terms and Conditions together with the enrollment materials are your Agreement ("Agreement") for electric generation service with Energy Harbor LLC ("Energy Harbor"). Please keep a copy for your records.

Energy Harbor (MD License Number IR-225) is licensed by the Maryland Public Service Commission ("MD PSC") to offer and supply electric generation services in Maryland. As a competitive electricity supplier ("Supplier"), Energy Harbor will supply the electric generation to your Utility based on your usage. Your Utility then distributes or delivers the electricity to you. Energy Harbor sets the generation prices and charges that the customers pay, and Energy Harbor's price is not regulated by the MD PSC. The MD PSC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Right of Rescission: You have the right to rescind your enrollment not later than midnight on the date three (3) business days following the date on which you receive this Agreement and received the attached Notice of Cancellation. You may rescind your enrollment within that time period by mailing or delivering a signed and dated copy of the attached Cancellation Notice or any other written notice; or send a telegram, to Energy Harbor, 168 E Market Street, Akron, OH 44308. The Right of Rescission only applies to in person sales and when a customer switches to a Supplier and not on renewal enrollments.

Eligibility: Only eligible residential customer accounts may enroll in this offer from Energy Harbor. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance. Net-metered customers are not eligible for this offer.

Prices: During the term of this Agreement, you agree to pay Energy Harbor a fixed price, for combined electric generation and related charges, specified in the table above. The price specified in the table above is only for the specified commodity provided by Energy Harbor and does not include any tax, utility distribution charge, or other utility fee or charge. Your Utility's Price to Compare ("PTC") consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. In addition to Energy Harbor's charges, you will be charged by your Utility for distribution and various other charges.

Length of Agreement: Your service from Energy Harbor will commence with the next available meter reading following the applicable three (3) business day rescission period, the acceptance of the enrollment request by Energy Harbor, and the processing of the enrollment by your Utility. Your service will continue for the length of the service period specified in the table above. In the event that any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, at least thirty (30) days following the date of the notice, and you will be returned to your Utility unless you select another Supplier. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive at least thirty (30) days prior written notice of the termination, after which you may be returned to your Utility unless you select another Supplier. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for the cancellation/termination fee (if any) set forth in the table above. You must still pay all Energy Harbor charges through the date you are returned to your Utility or switched to another Supplier for service.

Billing: You will receive a consolidated bill monthly from your Utility for both your Energy Harbor and Utility charges. Energy Harbor does not offer budget billing. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of thirty (30) days written notice. Upon cancellation you will be returned to your Utility unless you select another Supplier. You will remain responsible to pay Energy Harbor for any electricity used before this Agreement is cancelled, as well as any late payment and early termination charges. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay Utility charges may result in your electric service being disconnected in accordance with the Utility tariff. All applicable taxes shall be listed separately on the monthly bill statement in accordance with the state and local tax law.

Penalties, Fees and Exceptions: If you currently receive service from another Supplier, you may incur early termination fees under your current electric supply contract if you switch to service with Energy Harbor prior to the end of that contract. Your Utility may charge you switching fees. Energy Harbor may assess a late payment fee if your bill has been outstanding for 20 days or more. Energy Harbor may charge an initial amount of up to 1.5 percent of the net bill and assess a late payment charge of up to 1.5 percent of any portion of the original amount which remains unpaid for the first month thereafter and then a late payment charge of up to 2 percent of any portion of the original amount which remains unpaid for each month thereafter, for an aggregate late charge not to exceed 5 percent of the original unpaid amount.

Cancellation/Termination Provisions: If this Agreement is not rescinded during the rescission period, enrollment will be sent to your Utility. You may terminate this Agreement, without penalty, if you move outside the Utility's service territory or to an area not served by Energy Harbor. There may be a cancellation/termination fee indicated in the table above if you terminate this Agreement for any other reason, except as expressly provided herein. To terminate this Agreement at any time, you must contact our Customer Care department by telephone. Energy Harbor in its sole and absolute discretion, without any cause, may terminate this Agreement upon providing you with thirty (30) days' written notice. In the event that the program is terminated, you will be returned to your Utility.

Customer Consent and Information Release Authorization: By choosing to accept this offer from Energy Harbor, you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the Utility that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Energy Harbor reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Consistent with applicable law, Energy Harbor uses uniform income, deposit and credit requirements in determining whether to offer services to our customers. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor, the end of the three (3) business day rescission period, and subsequent acceptance of the enrollment by your Utility.

Customer Consent to Communications: By signing this Agreement, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-888-254-6359. Such revocation has no bearing on your ability to contract with Energy Harbor.

Contract Expiration / Automatic Renewal: At the end of its term, this Agreement will expire, or at Energy Harbor's option, automatically renew for a term less than or equal to its initial term unless you affirmatively cancel the Agreement. If this is a renewal Agreement and you do not affirmatively cancel as outlined in your notice of renewal, then you will automatically renew with Energy Harbor as outlined in your notice of renewal. You will be notified by Energy Harbor at least forty-five (45) calendar days prior to the automatic renewal. The notice of renewal shall include any changes in the material terms and conditions of the Agreement, including price; information regarding how you can terminate the Agreement without the penalty; and information regarding how to access your rate for the next billing cycle. If you terminate this Agreement pursuant to the methods outlined in the notice of renewal without selecting another Supplier, you will be returned to the Utility's Standard Offer Service. You are responsible for arranging your electric supply upon the expiration of the Agreement.

Dispute Procedures: You may contact Energy Harbor with any questions or disputes concerning the terms of service by calling our Customer Care department at 1-888-254-6359 (toll-free) M-F 8:00 am – 5:00 pm EST or in writing at 168 East Market Street, Akron, OH 44308. Our web address is www.energyharbor.com. Energy Harbor will investigate your dispute or inquiry and propose a resolution or report the findings of the investigation to you. If your complaint is not resolved after you have called Energy Harbor and/or your electric utility, or for general utility information, you may contact the Consumer Affairs Division of the MD PSC for assistance between 9:00 AM and 4:00 PM, Monday through Friday by calling 1-800-492-0474 or TTY at 1-800-753-2258 or visit https://www.psc.state.md.us/consumers/.

Force Majeure Termination: Energy Harbor will make commercially reasonable efforts to provide your electric service but does not guarantee a continuous supply of electricity. Certain causes and events are out of Energy Harbor's reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. Energy Harbor will not be liable for any such interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of default of common carriers, strikes, boycotts, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the Utility or other similar circumstances beyond Energy Harbor's reasonable control.

Net Metering: Net metering customers are not eligible for this offer. By choosing to accept this offer from Energy Harbor, you affirm that you are not a net metering customer. You understand and agree that if you currently are or become a net metering customer at any time during the term of this Agreement, you are not eligible for this offer and Energy Harbor reserves the right to terminate this Agreement and return you to the Utility.

Miscellaneous: You can request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing your Social Security number and/or account number(s) without your written consent except for Energy Harbor's collections and reporting, assigning your contract to another Supplier or except as permitted or required by applicable law. Energy Harbor will not disclose your billing, payment, credit information, usage or load data except as permitted by applicable law. Energy Harbor's customer information privacy policy and Energy Harbor's environmental disclosure statement is available for viewing on our website – www.energyharbor.com. You agree that Energy Harbor will make the required annual and quarterly updates to the environmental disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the MD PSC. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the Utility: operation and maintenance of the Utility's electrical system, any interruption of service, termination of service, or deterioration of the Utility's service. **In the event of a power outage, you should contact your local Utility.** You are responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the Utility if the customer's rate code is changed and the account is no longer eligible for this offer. Existing customers are not eligible to switch to a different rate plan through a third-party site. If you are an existing customer and want to switch rate plans, you must contact Energy Harbor at **1-888-254-6359** or visit Energy Harbor's website at www.energyharbor.com to determine your eligibility for available offers, if any.

Warranty: Energy Harbor warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.