

## MARYLAND TERMS OF SERVICE

**THIS STANDARD SERVICE AGREEMENT** ("Agreement") will authorize North American Power and Gas, LLC ("North American Power," "NAP," "our," "we," "us") to serve as your retail electricity supplier in the territory of Baltimore Gas and Electric Company ("BGE") or Potomac Electric Power Company ("PEPCO") (each a "Local Utility"). The services provided by North American Power to you are governed by the terms of this Agreement.

**SERVICE:** North American Power agrees to sell, and you agree to purchase, the quantity of electricity delivered to you as measured and/or estimated by your Local Utility. North American Power is a retail supplier of electricity and is not affiliated with your Local Utility. North American Power is licensed by the Maryland Public Service Commission ("MPSC") to supply electricity service in Maryland (license number IR-1983), but the prices that North American Power charges its customers are not regulated by the MPSC. The Local Utility will continue to deliver electricity to your home ("Distribution Service"), read your meter and bill you.

**TERM AND AUTOMATIC RENEWAL:** The initial term of the Agreement will be **12 months**. North American Power will begin providing electricity under this Agreement on your next meter read date after the Local Utility processes your enrollment. Forty-five (45) days prior to the end of the initial term, North American Power shall send Customer a notice of automatic renewal with any revised terms and conditions, including pricing, to take effect on the date of automatic renewal. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) month periods unless Customer cancels the renewal by notifying North American Power no later than twenty-five (25) days prior to the end of the initial term. Once the month-to-month arrangement begins, either party may terminate as provided in the "Termination" section below. This Agreement shall automatically renew upon expiration of the initial term unless Customer cancels the renewal of this Agreement by notifying North American Power no later than twenty-five (25) days prior to the end of the initial term.

**PRICE:** North American Power will calculate your monthly electricity bill by multiplying (a) the price of electricity per kilowatt hour ("kWh") by (b) the amount of electricity used during the billing cycle. Your fixed kWh price during the initial term will be **11.14 cents per kWh**. At the end of the initial term, the Customer's rate will automatically convert to a variable monthly price until terminated as provided in the "Termination" section below or until the Customer and NAP enter into a different contractual arrangement. During any variable monthly priced period, the Customer's price per kWh may change monthly based on market conditions, including such factors as the market price of electricity, transmission costs, Local Utility charges and other market price related factors. NAP's variable price is subject to change monthly, at the sole discretion of NAP, and may increase or decrease. The Customer agrees and understands that while on a variable rate plan any potential savings can fluctuate from month to month. North American Power's price(s) are for electricity generation and transmission service and exclude Local Utility distribution charges, applicable taxes and other Local Utility fees or charges. Customers on a variable priced plan may contact North American Power at (888) 313-9086 or visit our website at [www.napower.com](http://www.napower.com) for NAP's most current rate information.

**PRICE COMPARISON:** Please note that our fixed price may be lower than the Local Utility's weighted average price of Standard Offer Service electricity as of the date of this offer. However, while we offer a fixed price, the Local Utility's price of Standard Offer Service electricity likely will change from time to time and therefore, NAP cannot guarantee savings over the Local Utility's rates for the entire term of this Agreement or any renewals.

**BILLING AND PAYMENTS:** The Customer will still receive one monthly bill from its Local Utility for the electricity provided by North American Power and the services provided by the Local Utility. The Customer will continue to pay its Local Utility in accordance with the payment terms stated in the Local Utility's tariff, which may include a late payment fee if your payment is not timely. The Customer should direct any questions regarding the bill to its Local Utility listed in the "Contact Information" section of this Agreement. If

the Local Utility is unable to read the Customer meter, the Local Utility will estimate usage and charges will be calculated accordingly and adjusted on a future bill. Supply to the Customer under this Agreement is conditioned on the Local Utility accepting NAP's enrollment of the Customer account for consolidated billing by the Local Utility. Should the Local Utility cease providing consolidated billing for the Customer account and/or commence billing us for any charges relating to the Customer, NAP will bill the Customer and the Customer will pay NAP for all such charges, and the Customer also agrees to a pay to NAP related costs, including legal fees, associated with the collection of outstanding balances. The Customer is responsible for paying any new or increased fees or other charges imposed on NAP or the Customer regarding transmission or distribution of the electricity during the term of this Agreement. NAP will notify the Customer if any new or increased fees or other charges are imposed.

**EMERGENCY:** In the event of an emergency such as a power outage, you should call your Local Utility, which will respond to emergencies and will remain your point of contact in the case of a power outage. See "Contact Information" on how to contact your Local Utility.

**ASSIGNMENT:** North American Power reserves the right to assign, subcontract or delegate all or any part of its rights and/or obligations under this Agreement at the discretion of North American Power at any time without notice.

**CUSTOMER INFORMATION:** You agree to allow your Local Utility to release certain information to North American Power that will be needed to provide electric supply to you. This may include, but is not limited to information such as your usage, payment history, credit information, account number, billing address, service address, Customer historical and future usage, payment history, rate classification and credit information. Customer authorizes NAP to release such information to third parties, affiliates and subcontractors that need to know such information in connection with Customer's electric generation service. These authorizations will remain in effect as long as this Agreement remains in effect. Customer may rescind these authorizations at any time by either calling or providing written notice to NAP. NAP reserves the right to reject Customer's enrollment or terminate this Agreement in the event these authorizations are rescinded, Customer fails to meet or maintain satisfactory credit standing as determined by us, or Customer fails to meet minimum or maximum threshold consumption levels as determined by us. If Customer fails to remit payment in a timely fashion, NAP may report the delinquency to a credit reporting agency.

**DISPUTE RESOLUTION:** If you have any questions or concerns regarding this Agreement or the electric supply provided by North American Power, you should contact North American Power by calling (888) 313-9086 or emailing [customer@napower.com](mailto:customer@napower.com). Customer and NAP agree to use best efforts to resolve any dispute that may arise. The Maryland Public Service Commission can be contacted by calling (800) 492-0474 or online at <http://www.psc.state.md.us>.

**TERMINATION:** Either party may terminate this Agreement by providing written notice to the other party. Upon termination, you will have the option of returning to the Local Utility's standard offer service or choosing another electricity supplier. The effective termination date will occur on the next applicable meter read date after any applicable notice period has expired. You shall be obligated to pay for the electricity provided by North American Power, including any early termination fee, prior to the effective date of any termination.

**TERMINATION BY NAP:** NAP may terminate this Agreement (a) upon fourteen (14) days written notice due to nonpayment by you, or (b) upon forty-five (45) days written notice for any other reason, including a change in law or other act beyond our reasonable control as a result of which we are no longer able to serve you. NAP may terminate this Agreement effective as of the end of the then current term, in which case the Agreement will not automatically renew.

**TERMINATION BY THE CUSTOMER:** You may terminate this Agreement for any reason by providing not less than thirty (30) days prior written notice to the enclosed address in the "Contact Information" section of this Agreement. If you terminate this Agreement before the conclusion of the initial term, NAP will charge you, and you agree to pay, a termination fee of ten dollars (\$10.00) per month for each month remaining on the initial term of the Agreement. The early termination fee is not a penalty, but is designed to compensate NAP for the cost of buying electricity in advance on your behalf. This termination fee will be waived if termination is due to a change of residence and you provide a NAP with your new address at least three days before the requested termination date.

**NOTICE OF A CHANGE TO THIS AGREEMENT:** If North American Power changes the terms of this Agreement, you will receive written notice from North American Power. The notice will contain a copy of the Agreement containing the changed terms and will inform you of your right to continue service with North American Power subject to the changed terms, or cancel service with North American Power. If you find a change unacceptable, you can cancel this Agreement as outlined in the "Termination" section above without incurring any additional fee from North American Power.

**RESCISSION:** You have the right to rescind this Agreement within three (3) business days after the date on which you enroll with North American Power. To rescind this Agreement, please contact North American Power by calling (888) 313-9086 or emailing [customer@napower.com](mailto:customer@napower.com)

**CHOICE OF LAW:** This Agreement will be governed by Maryland law, without regard to its conflict of law principles.

**CONTACT INFORMATION:**

**North American Power and Gas, LLC's**

MARYLAND ELECTRICITY SUPPLIER LICENSE NUMBER IS IR-1983. Contact us with any questions between the hours of 8:00 a.m. and 8:00 p.m. on weekdays, except holidays. Our toll-free number is (888) 313-9086. We can be reached by mail at 20 Glover Avenue, Norwalk, CT, 06851 or by email at [customer@napower.com](mailto:customer@napower.com). Please contact us at this address or phone number to resolve any disputes regarding this Contract.

**For emergencies relating to your service, please call your Local Utility as applicable:**

BGE at 1-800-685-0123 Potomac Electric Power Company at 1-877-737-2662 for outages and at 202-872-3432 for downed wires and other life threatening emergencies.

**For more information regarding deregulation please contact the:**

Maryland Public Service Commission at 1-800-492-0474 or on the web at <http://www.psc.state.md.us>. The Maryland Attorney General's Office website address is [www.oag.state.md.us](http://www.oag.state.md.us) and their toll-free number is: 1-888-743-0023.