



## OASIS ENERGY

### RESIDENTIAL AND SMALL COMMERCIAL ENERGY TERMS OF SERVICE (TOS) MARYLAND MARKETS

This is an agreement for electric and/or natural gas supply between Oasis Energy and you, for the service address or addresses set forth in your Energy Facts Label ("EFL"). This document outlines information required by the Maryland Public Service Commission ("PSC") pertaining to residential electric and/or natural gas service provided by Oasis Energy ("Company" or the "Supplier" or "Oasis Energy") to customers in the State of Maryland. This document evidences the terms and conditions of service and is referred to as the Contract ("Contract" or "Agreement") that you ("You" or "Customer" or "Small Commercial Customer") have with the Company.

Oasis Energy is licensed by the Maryland Public Service Commission. Our electric license number is IR- IR-1848 and our natural gas license number is IR-1929.

**RIGHT TO RESCIND:** Residential customers may rescind this Agreement without fees or penalties any time before midnight of the third business day of receiving this Agreement. You may rescind in writing, orally, or electronically via email. Please provide your name, address, phone number, and account number and a statement that you are rescinding under the three (3) days Right of Rescission.

**PRICE PLANS:** Customer acknowledges that the price plan selected during enrollment ("Price Plan") is subject to Oasis Energy approval once your meter's service class type is confirmed by your local distribution utility ("LDU"). Oasis Energy reserves the right to switch your Price Plan to the appropriate plan as specified by the utility. Rates in the new Price Plan may be different than the originally contracted rate. Upon receipt of the new Price Plan's disclosures, you will have the opportunity to rescind as specified later in this document.

Your contract rate and Price Plan will be disclosed to you at the time of enrollment and confirmed in your EFL. Oasis Energy's Price Plans are described below:

**FIXED RATE PRICE PLAN:** You will pay the fixed rate *per kilowatt-hour* and/or *per therm* as specified at the time of enrollment and confirmed in your EFL or Energy Service Agreement for the length of your Term. You may also pay a monthly administrative fee (base fee), the amount of which, if applicable, is disclosed in your EFL or Energy Service Agreement.

**IMMEDIATE SAVINGS:** For the first two months of your plan, you will receive a percentage savings off of the LDU's base commodity rate for electricity or natural gas supply. Offered discounts to variable utility rates are based upon estimated utility charges and, following first month of billing, utility adjustments. Thereafter, you will receive Oasis Energy's standard variable rate which will vary according to market conditions. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your EFL or Energy Service Agreement.

**VARIABLE PRICE PLAN (Month-to-Month):** You will pay a month-to-month plan where your supply rate may vary according to market conditions. The electricity rate and fees will be based on prices of electricity and capacity in the PJM market in the applicable load zone for your LDU, plus a margin adder in cents per kWh. You will pay a variable natural gas rate based first of the month inside FERC Transco Station 65 Pool Market Index in addition to a monthly gas supply management fee as specified in your EFL. The gas rate and fees will be based on then current market conditions which may include inventory, transportation costs, utility balancing charges, capacity, excess historical usage, risk assessment, and prior period adjustment. The specific energy supply rates inherent in these options will be determined based on the specific 'Retail Access' service for which customers are eligible, the duration of service, and the market conditions at the time a customer desires service.

Please note that these prices apply only to the price of electricity and/or natural gas supply only, not to the other charges associated with the transmission and distribution of the electricity or natural gas. Non-recurring fees as charged by the Utility include, but are not limited to, out of cycle meter readings, meter test fees, disconnection and reconnection fees, etc. You are responsible for payment to the Utility for these other charges relating to the delivery of electricity and/or natural gas to Customer's residence.

**LENGTH OF AGREEMENT (TERM):** This Agreement shall become effective as of the enrollment date and shall commence on the first utility transfer date ("Effective Date") of the service address(s) as specified at the time of enrollment, and continue for the duration of the specified term herein, unless terminated pursuant to the attached Agreement. This Agreement shall

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remain in effect until the latest date of the final meter read ("Termination Date") of said service address(s) specified herein unless otherwise agreed to by the Parties in writing.

**RENEWAL:** Following the term of your Agreement, service will continue for successive one (1) month periods on our variable Price Plan if no alternate option is selected prior to the expiration of the original term. If you are currently an Oasis Energy customer on a month-to-month variable plan and have selected a new Price Plan, the new plan will become effective within 24 hours of your renewed service request. If your new Price Plan becomes effective during the middle of your billing cycle, your next bill may be prorated.

If you have a fixed term agreement with Oasis and it is approaching the expiration date, Oasis will send you an advance notice either in your bill or in separate mailings 45 days before the expiration date. Oasis Energy will explain your options in this advance notice. If you select a new Price Plan prior to the expiration of your Agreement, your Price Plan will begin the day after the expiration of your Agreement.

**CANCELLATION:** You may be assessed an early termination fee if you cancel or terminate this Agreement prior to the end of the Term. If an early termination fee is applicable, the amount of the fee will be as specified in your EFL or Energy Service Agreement.

Customer may cancel this Agreement without any penalty any time before midnight of the third business day after the date of enrollment. After such rescission period, Customer may cancel this Agreement at any time by calling Oasis Energy at 1-800-324-3046, or by sending an email to Oasis at [customercare@oasisenergy.com](mailto:customercare@oasisenergy.com), however you may be required to pay the early termination fee specified in your EFL. You may also cancel this Agreement without penalty if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. If you request to cancel this Agreement, the cancellation may not take effect until the next actual meter read date following the date Oasis Energy notifies your LDU. You will be responsible for all payments due hereunder until the cancellation of electric or natural gas supply service is completed.

If for any reason Oasis Energy is no longer able to economically continue this Agreement, Oasis Energy may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of Oasis Energy if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Oasis Energy is or becomes untrue. If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the LDU until another provider of electric or natural gas supply service is designated or service is shut off by the LDU. Only the LDU may disconnect your electric power or natural gas.

To avoid slamming or being switched without your authorization, Oasis Energy will not accept third party cancellations without prior notification by you. Oasis Energy will consider third party cancellations invalid and will automatically reject such transactions unless notification has been received directly from you in writing, via email to [customercare@oasisenergy.com](mailto:customercare@oasisenergy.com), by calling our toll-free number (800-324-3046) Monday through Friday between 8 a.m. and 5 p.m. EST, or by sending a fax to 866-521-8635. To ensure the request can be processed, cancellation requests should include Account Name and Account Number. Termination will be initiated after Oasis has received your request of cancellation and will become effective after the utility has switched your service to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which may be trued up subsequent to the final meter reading.

**BILLING AND PAYMENT:** You will receive one bill ("Utility Consolidated Billing") from the applicable utility which includes Oasis Energy's supply charges as well as the LDU's delivery charges. Depending on your Price Plan, you may receive two (2) separate bills ("Supplier Billing"), one bill from Oasis Energy for your supply charges, and one bill from the LDU for the delivery charges. In both cases, Oasis Energy's fees will be reflected separately as itemized charges on your invoice. Your bill is subject to adjustment for any missed billing or computation errors, such as meter misreads. Your payment will be due to the LDU for Consolidated Billing, or to Oasis Energy for Supplier Billing, by the date specified on the invoice. Except as otherwise provided in this agreement or by law, all taxes of any kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

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**CUSTOMER AUTHORIZATION:** Customer authorizes Oasis Energy to obtain historical consumption and billing and payment information from the Utility. This authorization will remain in effect during the Term and any renewal term of this Agreement. Acceptance of this Agreement is an authorization for the release of the information. If Customer has utilized an agent or broker in connection with the contracting for electric and/or natural gas purchases from Oasis Energy, Customer authorizes Oasis Energy to disclose to Customer's agent or broker information pertaining to Customer's electric and/or natural gas purchases.

**DISPUTE RESOLUTION:** If Customer has unresolved issues, Customer must first contact the Utility or the Company to try to resolve the problem. The Company is required by law to investigate your inquiry and provide you with an oral or written response. Company shall use good faith efforts to respond to and resolve all complaints promptly. If Customer is not satisfied with Company's response, Customer may submit dispute in writing to the PSC within 7 days of receiving the Company's final answer. If Customer has received a turn-off notice, Customer should call the PSC at: (410) 767-8028 or (800) 492-0474. The PSC may require Customer to follow-up in writing.

**GOVERNING LAW:** This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Texas and venue shall be in Harris County, Texas. The provisions of the Uniform Commercial Code (UCC) shall apply to this Agreement, and electricity and/or natural gas shall be a "good" for purposes of the UCC.

**ASSIGNMENT:** This Agreement shall be binding upon and inure to the benefit of, and may be performed by the successors and permitted assigns of the Parties except that no assignment, pledge or other transfer of this Agreement by either Party shall operate to release the assignor, pledgor, or transferor of any of its obligations under this Agreement. Customer shall not have the right to assign this Agreement without Oasis Energy's prior written consent. Notwithstanding any other provision of this Agreement, Customer agrees that Oasis Energy shall have the right to pledge this Agreement to its bank or other lending institution(s) and to assign this Agreement, together with all rights and obligations hereunder, to Company's electricity and/or natural gas supplier, or such supplier's designee. Nothing in this provision shall deny Oasis or Customer of any benefits obtained, or relieve them of any obligations, duties, and responsibilities incurred, prior to any assignment under this provision.

**LIMITATION OF LIABILITY:** Customer will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. OASIS ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

**WARRANTIES:** OASIS ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC SUPPLY OR NATURAL GAS SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**FORCE MAJEURE:** If either Party is rendered unable by Force Majeure to carry out, in whole or in part, its obligations under this Agreement and such Party gives notice and full details of the event to the other Party as soon as practicable after the event, then during the period of such Force Majeure, but no longer period, the obligations of the Party affected by the event (other than the obligation to make payments, then due or becoming due with respect to performance prior to the event) shall be excused to the extent required. The Party affected by the Force Majeure shall take all reasonable steps to remedy the effect of the Force Majeure event. Force Majeure shall mean any act or event that is beyond the reasonable control, and without the fault or negligence of, the Party whose performance under the Agreement is adversely affected, interrupted, or precluded by the event, including, without limitation, acts of God, strikes, lockouts or other industrial disputes or

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disturbances, acts of the public enemy, wars, terrorist acts, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, hurricanes, storms, and warnings for any of the foregoing which may necessitate the precautionary shut-down of distribution systems, natural gas facilities or other related facilities, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, sabotage, breakage or accidents to equipment, plants, facilities or transmission pipelines, the making of repairs or alterations to pipelines, plants, or equipment, inability to secure labor or materials, natural gas shortages, necessity for compliance with any court order, or any law, statute, ordinance, regulation or order promulgated by a governmental authority having or asserting jurisdiction, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations and any other causes, whether of the kind enumerated herein or otherwise, not reasonably within the control of the Party claiming suspension. The term "Force Majeure" shall also include any event of Force Majeure occurring with respect to the facilities or services of Company's service providers providing a service or providing any equipment, goods, supplies or other items necessary to the performance of such Party's obligations, and shall also include curtailment or interruption of deliveries or services by such third parties as a result of an event of Force Majeure hereunder.

**AMENDMENTS:** Oasis Energy may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Oasis Energy will supply Customer with a current version of this document annually and upon request.

**COMPANY CONTACT INFORMATION:** For questions regarding your terms or concerning your rate, please contact Oasis Energy using the contact information below:

### **OASIS ENERGY**

11152 Westheimer, Suite 901

Houston, TX 77042

**1-800-324-3046**

[customerconcerns@oasisenergy.com](mailto:customerconcerns@oasisenergy.com)

Hours of Operation: M-F, 8:00 a.m. to 5:00 p.m. Eastern Standard Time

**EMERGENCY CONTACT INFORMATION:** For In the event of an electrical or emergency situation or when experiencing loss of electricity or poor power quality, Customer should contact its local utility at:

### **BALTIMORE GAS & ELECTRIC**

Emergencies or Power Outages: 1-877-778-2222

### **POTOMAC ELECTRIC POWER COMPANY (Pepco)**

Report Outages: 1-877-PEPCO-62 (1-877-737-2662)

In the event of a natural gas emergency or if you smell gas or suspect there is a gas leak, Customer should leave the premises immediately and contact the local Utility at:

### **BALTIMORE GAS & ELECTRIC**

To report a gas leak or other emergency: 410-685-0123 or 1-800-685-0123

## **DEFINITIONS AND TERMS IN THIS AGREEMENT**

– Small Commercial Customer –

BGE Electric Customers: nonresidential electric customer with a "General" or "General Small" service classification as specified by the Utility. This also includes meters with consumption more than 2,000 kWh or more in any month.

BGE Gas Customers: nonresidential natural gas use for 3 or more dwelling units served within a building through a single meter. This also includes all other non-domestic firm service.

Pepco Electric Customers: nonresidential customers whose maximum thirty (30) minute demand is less than 25 kW during one (1) or more months within twelve (12) billing months or whose monthly energy consumption is equal to or less than 6,000 kilowatt-hours in two (2) consecutive winter billing months (November through May, inclusive), or whose monthly energy consumption is equal to or less than 7,500 kilowatt-hours for a single summer billing month.