

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER THAT WILL AFFECT CUSTOMER'S LEGAL RIGHTS. PLEASE REVIEW CAREFULLY.

MARYLAND TERMS OF SERVICE

THESE TERMS OF SERVICE, together with the Contract Summary page, which is incorporated herein by reference, (i) describe your and North American Power and Gas, LLC's ("North American Power" or "NAP") responsibilities and, among other things, contain an arbitration clause and class action waiver that waives each of your and North American Power's rights to sue in court (other than individual action in small claims court), to trial by jury, and to participate in a class action; and (ii) comprise Customer's entire agreement with North American Power and supersede any oral or written statements made in connection with this Agreement or Customer's electricity supply ("Agreement"). This Agreement will authorize North American Power to serve as your retail electricity supplier in the territories of Baltimore Gas and Electric Company ("BGE") or Potomac Electric Power Company ("PEPCO") (each a "Local Utility") and, by executing, approving, accepting service under and/or not rescinding this Agreement, you agree to be legally bound without limitation, qualification or change, and to abide by, the terms of this Agreement. In this Agreement, the words "we," "us," and "our" refer to North American Power, and the words "you" and "your" refer to Customer. The Contract Summary page is a prescribed form provided by the Maryland Public Service Commission ("MPSC"). You represent that you are at least 18 years old and fully authorized to enter into this Agreement. The services provided by North American Power to you are governed by the terms of this Agreement.

SERVICE: NAP agrees to sell, and you agree to purchase, the quantity of electricity delivered to you as measured and/or estimated by your Local Utility ("Supply Service"). By executing, approving, accepting service under and/or not rescinding this Agreement, Customer agrees to initiate service and authorizes NAP to begin enrollment. NAP is a retail supplier of electricity and is not affiliated with your Local Utility. NAP is licensed by the MPSC to supply electricity service in Maryland (license number IR-1983), but the prices that NAP 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. NAP's obligations under this Agreement are conditioned on you providing complete and accurate information and on you remaining a distribution customer throughout the term of this Agreement under one of the eligible electric rate classes offered by your Local Utility.

TERM: If your electricity is provided at a Fixed Price, the price per kWh will remain in effect for the fixed price period set forth in your Contract Summary ("Fixed Price Period"). NAP will begin providing electricity under this Agreement on your next meter read date after the Local Utility processes your enrollment and continue providing service at the Fixed Price indicated on your Contract Summary for the Fixed Price Period. After the Fixed Price Period, unless otherwise agreed upon, your electricity supply will automatically continue on to a month-to-month basis at a Variable Price as further described below until you either select a new plan or terminate this Agreement as provided in the "Termination" section herein.

If your electricity service is provided pursuant to a Monthly Variable Price Plan, your energy supply will be provided on a month-to-month basis, allowing either party to cancel this Agreement at any time upon written notice consistent with this Agreement.

If the your electricity service is provided pursuant to a Guaranteed Savings Plan, then your electricity rate for the Initial Guaranteed Savings Period will be set forth in your Contract Summary ("IGS Period"). Thereafter, you will automatically continue onto a Monthly Variable Price Plan (without guaranteed

savings) as described herein.

PRICE; PRICE PLANS: The below pricing plans apply to electricity generation and transmission services only and do not include Local Utility distribution charges, applicable taxes and other Local Utility fees or charges. You can obtain NAP's current and next month's pricing under available plans by contacting NAP at the address or telephone number in the "Contact Information" section herein, or going to www.napower.com.

NAP's Standard Product meets the statutory and regulatory requirements for renewable energy content. If you purchase NAP's renewable energy products containing renewable energy sources above the statutory requirements, such products include Renewable Energy Certificates ("RECs"), matched with the percentage of your energy use as indicated on the Contract Summary page, which NAP will purchase and retire on your behalf. In other words, the renewable energy portion of your product consists of electricity matched with RECs sourced from wind, hydro and other renewable energy facilities located throughout the continental U.S. One REC is equal to one megawatt-hour of electricity generated from an eligible renewable energy source. Residential customer supply prices do not change based on usage.

- **Fixed Price Plan:** If your electricity service is provided at a Fixed Price, your energy supply rate for power and energy will be fixed at the rate listed in your Contract Summary page during the Fixed Price Period. After the Fixed Price Period, NAP's price for all electricity sold under this Agreement shall automatically continue onto a Monthly Variable Price Plan, as described herein.
- **Monthly Variable Price Plan:** If you enrolled in a Monthly Variable Price Plan as indicated in the enclosed Contract Summary page, your price for electric generation service ("Variable Price") is indicated on the Contract Summary for the period of time set forth in the Contract Summary. Thereafter, your Variable Price will vary monthly as determined by NAP for each month at its sole discretion based on business and market conditions including, but not limited to, the costs incurred by NAP to procure energy to serve your account, transportation costs, balancing fees, capacity charges, line losses, ancillary service fees, alternative and renewable energy requirements, storage charges, administrative costs, costs to acquire, marketing costs, profit, applicable taxes, and other business and market considerations. **Your Variable Price is subject to change each month and may be higher or lower than your price in the first or any other month of the term or the supply price offered by your Local Utility. Savings are not guaranteed. There is no cap or limit on the your Variable Price from one billing cycle to the next. Historical prices not indicative of present or future pricing.**
- **Guaranteed Savings Plans:** If you are enrolled in a Guaranteed Savings Plan, as indicated on the Contract Summary, your price for electric generation service is indicated on the Contract Summary. The guarantee of savings within this plan is based on NAP's comparison of your Local Utility Standard Offer Service ("SOS") price, as defined in the Contract Summary, that is known at the time of contracting. You must remain with NAP from the date of successful enrollment and acceptance by the Local Utility through to the end of the IGS Period set forth on your Contract Summary in order to qualify and obtain the savings benefit. If you leave NAP Supply Service before the end of the IGS Period, the savings benefits are not guaranteed. After the expiration of the IGS Period, unless otherwise renewed, the contract will continue on a Monthly Variable Price Plan as described herein.
- **Incentives:** For any applicable incentive sign-up bonus, add-ons, limited

time offers, or any sales promotions and exclusions, please see the Contract Summary page.

AUTOMATIC RENEWAL: Unless terminated by NAP or you, this Agreement will automatically continue into a Monthly Variable Price Plan, as described herein. NAP will provide you a notice of automatic renewal 45 days prior to the end of the Fixed Price Period and/or IGS Period. The notice of automatic renewal will include any revised terms and conditions, including pricing, to take effect on the date of automatic renewal along with additional disclosures as required by the MPSC. Upon expiration of the Fixed Price Period or the IGS Period, this Agreement shall automatically renew onto a Monthly Variable Price Plan for successive 1 month periods unless you cancel the renewal by notifying NAP, returning to the Local Utility or enrolling with another supplier. Either party may terminate as provided in the "Termination" section herein.

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 during the Fixed Price Period or any other time during the term of this Agreement unless you are signed up on a Guaranteed Savings Plan.

RENEWABLE PORTFOLIO STANDARD: NAP's renewable products containing retired Tier 1 renewable source or Tier 2 renewable source RECs may be used to meet NAP's statutory Renewable Portfolio Standard ("RPS") obligation. Except as provided by law, NAP may meet its RPS obligation by paying a compliance fee as prescribed by state law. Statutory RPS requirements are included herein.

Compliance Year	Tier 1	Tier 1 Solar	Tier 2
2016	12.7%	0.07%	2.50%
2017	13.1%	0.95%	2.50%
2018	15.8%	1.4%	2.50%
2019	17.4%	1.75%	2.50%
2020	18%	2%	2.50%
2021	18.7%	2%	2.50%
2022	20%	2.000%	2.50%

ENVIRONMENTAL DISCLOSURE LABEL: NAP will send you an Environmental Disclosure Label two times per year. A copy of NAP's Environmental Disclosure Label is also available on NAP's website at www.napower.com.

BILLING AND PAYMENTS: NAP 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, based on the meter readings performed and/or estimated by your Local Utility, which shall be solely responsible for the accuracy of such meter readings and/or estimates. You will still receive one monthly bill from your Local Utility for the electricity provided by NAP and the services provided by the Local Utility. You will continue to pay your 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. You should direct any questions regarding the bill to your Local Utility listed in the "Contact Information" section of this Agreement. If the Local Utility is unable to read your meter, the Local Utility will estimate usage and charges will be calculated accordingly and adjusted on a future bill. Supply to you under this Agreement is conditioned on the Local Utility accepting NAP's enrollment of your account for consolidated billing by the Local Utility. Should the Local Utility cease providing consolidated billing for your account and/or commence

billing us for any charges relating to you, NAP will bill you and you will pay NAP for all such charges, and you also agree to pay to NAP related costs, including legal fees, associated with the collection of outstanding balances. You are responsible for paying any new or increased fees or other charges imposed on NAP or on you regarding transmission or distribution of the electricity during the term of this Agreement. NAP will notify you if any new or increased fees or other charges are imposed.

CHANGE OF LAW/REGULATORY CHANGES: This Agreement is subject to present and future legislation, orders, rules, regulations, tariffs or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder, including but not limited to the Local Utility, the MPSC, PJM, the Federal Energy Regulatory Commission (FERC), or any of their successors (collectively, "Laws") (any change or change in interpretation of a Law, a "Change in Law"). If at any time during the term of this Agreement there is a Change in Law that results in NAP being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, or results in an increase in NAP's costs of providing Supply Service to you under this Agreement, NAP may terminate this Agreement in accordance with the termination provisions herein or adjust its rate/price to reflect any increases associated with such Change in Law upon 30 days' written notice to you.

TITLE AND TAXES: Unless we notify you otherwise, title to the electricity sold hereunder shall pass from us to you when it is delivered by us to the Local Utility. You shall be responsible for applicable transfer, sales or other taxes and charges related to this transaction, however designated, unless prior to execution of this Agreement you have given us and your Local Utility applicable, valid tax exemption certificates.

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" for how to contact your Local Utility.

ASSIGNMENT OR TRANSFER: You may not assign your interest or obligations under this Agreement without the written consent of NAP. NAP reserves the right to assign, subcontract or delegate all or any part of its rights and/or obligations under this Agreement at the sole discretion of NAP at any time with at least 30 days written notice provided in accordance with applicable MPSC regulations. The assignment or transfer of your electricity supply from one supplier to another is not an enrollment or drop transaction.

PRIVACY STATEMENT, CUSTOMER INFORMATION AND RELEASE: You agree to allow your Local Utility to release certain information to NAP 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, your historical and future usage, payment history, rate classification and credit information. You authorize NAP to release such information to third parties that need to know such information in connection with your electric generation service, as well as to our affiliates, agents, contractors and subcontractors for any billing, collection and/or marketing purposes. These authorizations will remain in effect as long as this Agreement remains in effect. You may rescind these authorizations at any time by either calling or providing written notice to NAP. NAP reserves the right to reject your enrollment or terminate this Agreement 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, NAP may report the delinquency to a credit reporting agency.

DISPUTE RESOLUTION: In the event of a billing dispute or a disagreement

involving NAP's service hereunder, the parties will use their best efforts to resolve the dispute. If you have any questions or concerns regarding this Agreement or the electric supply provided by NAP, you should contact North American Power by calling (888) 313-9086 or emailing customer@napower.com. You 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>. **ALL CLAIMS OF ANY KIND ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT THAT ARE NOT RESOLVED THROUGH THIS PROCESS WILL BE HANDLED PURSUANT TO THE BINDING ARBITRATION; CLASS ACTION WAIVER PROVISION BELOW.**

BINDING ARBITRATION; CLASS ACTION WAIVER: In the unlikely event that you have any complaint or other dispute that is not resolved by NAP or the MPSC to your satisfaction, or that we have a dispute with you and are unable to resolve it informally, we each agree to resolve such a dispute through binding arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA") or small claims court, instead of before any other court. We each agree to arbitrate solely on an individual basis, and understand and agree that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND NAP ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR TO SUE IN A COURT (OTHER THAN AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT AS DESCRIBED HEREIN).

1. Scope. The term "dispute" includes any claim or controversy between you and us concerning or related to your Agreement with us and the electricity or gas supply you receive from us under that Agreement, under any legal theory including contract, warranty, tort, statute or regulation. This includes any dispute concerning arbitrability or the existence, scope, validity, construction or enforceability of this Agreement; such disputes shall be resolved by the arbitrator and you and NAP each waive the right to have these matters resolved by any court, including by a jury trial. Notwithstanding the arbitrator's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the arbitrator has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis.

2. Notice of Dispute. If you have a dispute that has not been resolved by NAP or the MPSC, send a Notice of Dispute by U.S. Mail to NAP at the NAP Contact Information below with your name, address, contact information, summary of the dispute, and how you would like the dispute resolved. We will do the same with you. If we have not resolved the dispute within 60 days after that notice is sent, either of us may start an arbitration.

3. Small Claims Court Option. As an alternative to arbitration, you may bring an individual case in your county of residence or where you do business, or Fairfield County, CT, if you meet the court's requirements, so long as it remains an individual case in that court. You may, but are not required to, mail us a Notice of Dispute and give us 60 days to resolve the dispute with you before filing in small claims court.

4. Arbitration Procedure. The AAA will conduct arbitration under its Commercial Arbitration Rules or, if you are an individual and the electricity or gas supplied under this Agreement is for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you

use the supply, its Consumer Arbitration Rules, in each case as modified by this Agreement. For more information, see www.adr.org. To start an arbitration, submit the appropriate form available at <https://www.adr.org/Rules> to AAA and mail a copy to us. In a dispute involving \$25,000 or less, any hearing will be by telephone unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your choice of your county of residence or principal place of business or our principal place of business, Fairfield County, CT. The arbitrator may award the same damages to you individually as a court could. This Agreement to arbitrate shall survive termination or expiration of this Agreement.

LIMITATION OF LIABILITY: Under no circumstances shall you or NAP be liable for any punitive, incidental, consequential, exemplary or indirect damages, or damages related to third-party claims, whether such damages or claims are based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement; provided, however, that such limitation shall not affect your obligation to pay an early termination fee where required under this Agreement. You acknowledge and agree that the Local Utility and PJM are exclusively responsible for the energy transmission and delivery system, and that NAP has no independent control over your Local Utility's or PJM's systems and will have no liability for any of their acts or omissions.

NO WARRANTIES: UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NAP PROVIDES AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND NAP SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TERMINATION: Upon termination, you will have the option of returning to the Local Utility's SOS or choosing another electricity supplier. You shall be obligated to pay for the electricity provided by NAP, including any early termination fee, prior to the effective date of any termination.

TERMINATION BY NAP: NAP may terminate this Agreement early (a) upon 15 days written notice due to nonpayment by you, or (b) upon 30 days written notice for any other reason, including a Change in Law, regulation, tariff, or other act beyond our reasonable control as a result of which we are no longer able to serve you. NAP may also terminate this Agreement effective as of the end of the then current term, in which case the Agreement will not automatically renew. NAP will notify you at least 15 days prior to the effective date of such termination. In the event that service is terminated pursuant to this section, you shall pay, upon being billed, all outstanding balances and any other costs incurred by NAP through the effective date of termination for which you have not already made payment. The effective date of the termination will be the next applicable meter read date after expiration of the notice period described in this section.

TERMINATION BY THE CUSTOMER: You may terminate this Agreement for any reason at any time by contacting NAP, by signing up with another electricity provider or by contacting your Local Utility. **However, if you are on a Fixed Price Plan, and you terminate this Agreement before the conclusion of the Fixed Price Period, NAP has the right to charge you, and you agree to pay, an early termination fee of \$10.00 per month for each month remaining on the Fixed Price Period 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 NAP with your new address at least 3 days before the requested termination date. The Local Utility usually processes an electronic switch request to be effective within 3 business days after receipt of the electronic transaction. Upon termination, payment will be due for all outstanding charges (including

any late payment fees) for electricity provided prior to the effective date of the termination. In the event you terminate this Agreement and do not choose another supplier, you will be returned to the Local Utility's SOS. If you are switching from another supplier, you may incur early termination penalties under your contract with that supplier. **There are no cancellation fees for termination while on a Monthly Variable Price Plan.**

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

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

FORCE MAJEURE: Notwithstanding any other provision of the Agreement, if we are unable to carry out any obligation under the Agreement due to a Force Majeure the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, so long as we use commercially reasonable efforts to remedy our inability to perform. "Force Majeure" means an event not within our reasonable control that we are unable to prevent or overcome in a commercially reasonable manner by the exercise of due diligence. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the MPSC; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under our control.

CHOICE OF LAW: This Agreement shall be construed under and shall be governed by applicable federal law and the laws of the state of Maryland, without regard to its conflict of law principles.

UCC: Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code ("UCC") of Maryland shall govern this Agreement and electricity shall be deemed a "good" for purposes of the UCC.

SEVERABILITY: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

WAIVER: No partial performance, delay or failure on the part of NAP to exercise any rights under this Agreement and no partial or single exercise of rights shall constitute a waiver of such rights or any other rights under this Agreement.

MISCELLANEOUS: You will promptly notify NAP if there are any material changes in your energy consumption.

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 1500 Rankin Road, Ste. 200, Houston, TX 77073 or by email at customercare@napower.com. Please contact us at this address or phone number to resolve any disputes regarding this Agreement. North American Power's website is: www.napower.com.

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 and their toll-free number is: 1-888-743-0023.