

Maryland Contract Summary

Electricity Supplier Information	Greenlight Energy Inc. (License No. IR-3109) 310 New York Ave., Huntington, NY 11743 Email: supply@gogreenlightenergy.com Website: www.gogreenlightenergy.com Phone: 888-453-4427 
Price Structure	Initial Fixed Price Term of [INSERT]; renewing to a price that changes twice per year.
Supply Price	Fixed Price of \$[] per kWh for [INSERT] months This energy supply product is not available for Customers receiving Energy Assistance through a program administered by the Maryland Office of Home Energy Programs.
Statement Regarding Savings	The supply price may not always provide a savings.
Incentives	[«Marketing Messages» Such as gift cards, credit cards, budget billing, renewable energy characteristics, etc. If renewable energy is claimed, specify the renewable energy percentage.]
Contract Start Date	The Contract will begin on the date your utility processes the enrollment with Greenlight Energy, usually within about 3 business days.
Contract Term/Length	XX monthly billing cycles following the Contract Start Date.
Cancellation/Early Termination Fees	Greenlight Energy charges a Cancellation/Early Termination Fee of \$50 during the Initial Fixed Price Term, but does not charge a Cancellation/Early Termination fee after you renew to the 6-month price. The Cancellation/Early Termination Fee does not apply if you enroll in energy assistance because under Maryland law, electricity suppliers may not charge an early termination fee to energy assistance households.
Renewal Terms	At the end of the Initial Fixed Price Term, the Contract will automatically renew on a variable price that can change every six months. At least 45 days prior to the Contract renewal date, Greenlight Energy will provide you a notice explaining your options upon renewal. You can access Greenlight's variable pricing on Greenlight's website (www.gogreenlightenergy.com) or by contacting Greenlight at 1-888-453-4427 or supply@gogreenlightenergy.com.



1-888-453-4427

MARYLAND ELECTRICITY SUPPLY CONTRACT
Greenlight Energy Inc.

This contract is an agreement between Greenlight Energy Inc. ("Greenlight," "we," or "us"), an independent electricity supplier, and the undersigned customer ("Customer" or "you") under which Customer shall obtain electricity supply from Greenlight (the "Contract"). Greenlight is licensed by the Maryland Public Service Commission ("PSC") as a competitive electricity supplier (License No. IR-3109).

1. **Agreement to Sell and Purchase Energy.** Subject to the terms and conditions of this Contract, Greenlight agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity as necessary to meet Customer's requirements based upon consumption data obtained by Greenlight from your Electric Distribution Company ("Utility"). The services that Greenlight provides under this Contract are electricity supply services (including generation and transmission). Greenlight representatives are also available to assist with questions or concerns regarding the electricity supply service, billing, and other related inquiries. There are no minimum use requirements or time-of-use restrictions for this Greenlight energy supply offering. However, this Contract is not approved by the Commission for energy assistance households, so this offer is not available to households receiving energy assistance.
2. **Term.** The Term shall commence as of the date your utility processes your enrollment with Greenlight and shall continue for [___] months ("Initial Term").
3. **Price.** You will pay a fixed price of \$[___] per kWh for electricity supply during the Initial Term. You can access information about Greenlight's electricity supply pricing by calling Greenlight at 1.888.453.4427 or visiting our website at www.GoGreenlightEnergy.com. Your electricity supply price will be set by Greenlight. The PSC regulates your Utility's electricity distribution prices and services but does not regulate Greenlight's electricity supply prices. Greenlight's electricity supply price does not include applicable Utility charges.
4. **Automatic Contract Renewal.** At the end of the Initial Term, this Contract will automatically renew ("Renewal Term"). During the Renewal Term, this contract will continue in perpetuity until cancelled by you or by Greenlight. During the Renewal Term, you will pay a price that may change twice per year, on January 1st and July 1st. Greenlight will provide you with a written Contract Renewal Notice at least 45 days before the expiration of your Initial Term. The Contract Renewal Notice will explain your options upon expiration of your Initial Term and state the price that you will be charged upon renewal. During the Renewal Term, Greenlight will provide a notice at least 30 days before each pricing change (in other words, at the beginning of December

and at the beginning of June each year). Each price change notice will provide your price for the next six months. Greenlight will set the price in its sole discretion based on a variety of factors that include but are not limited to wholesale electricity market conditions and costs; capacity costs; settlement costs; ancillary services costs; hedging costs; balancing costs; line loss costs; costs to comply with applicable Renewable Energy Portfolio Standards; Greenlight's expenses and margins; and all applicable taxes, fees, assessments, and charges. THERE IS NOT A LIMIT ON HOW MUCH THE VARIABLE PRICE MAY CHANGE FROM ONE SIX-MONTH PRICING PERIOD TO THE NEXT.

5. **Billing and Payment.** You will continue to receive your consolidated bill from your Utility for all Greenlight electricity supply charges and your Utility's delivery charges. Greenlight is not affiliated with and does not represent your Utility. Your Utility will issue the consolidated bill and payment will be due in accordance with applicable Utility billing rules and procedures. Any unpaid amounts may be subject to late payment charges. Greenlight does not require a deposit, but your Utility may request a security deposit for amounts which include supplier charges. If, for any reason, your Utility does not include all Greenlight electricity supply charges on your consolidated bill, Greenlight will separately bill you for all applicable Greenlight charges under this Contract and you will be required to pay those charges. Upon cancellation or termination of this Contract, you must pay all Greenlight charges incurred until the date that your Utility switches your account back to Utility supply service or to another competitive supplier.

In the future, Greenlight may, upon its sole discretion, decide to change your billing method to supplier consolidated billing ("SCB"). Under SCB, Greenlight will send you a bill that will include all delivery and supply charges for electricity. If Greenlight decides to change your billing method to SCB, Greenlight 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 Greenlight continues to offer it, return to your Utility's supply service, or switch to another supplier.

6. **Assignment.** Customer may not assign its interests in and delegate its obligations under this Contract without the express written consent of Greenlight. Greenlight may assign this Contract to another licensed energy supplier authorized by the Maryland PSC in accordance with applicable law. Greenlight will provide you with notice at least thirty (30) days prior to assignment.

7. **Cancellation/Early Termination Fee/Remedies.** Customer may terminate this Contract early at any time and under any circumstances by contacting Greenlight by phone or in writing to request cancellation. If Customer cancels this Contract prior to the end of the Initial Term, Customer will be charged a \$50 early termination fee. However, if you enroll in Energy Assistance after enrolling with Greenlight, the early termination fee will not apply. Greenlight cannot charge a termination fee to Energy Assistance Households. Greenlight may cancel this Contract for any reason and at any time upon providing 30 days' prior written notice to Customer. Common circumstances for Greenlight to cancel this Contract would include:

- (1) Non-Payment – If your electricity service is terminated by your utility, then this Contract is canceled on the date that your service is terminated. You will owe us for the amounts unpaid for our charges for electricity generation service up to the date of termination.
- (2) Customer Move – If the Customer moves from the address in this Contract to a new

location outside of the Utility's service territory, then this Contract is cancelled. If you move within your Utility's service territory, supply service from Greenlight will continue under this Contract at the new service location.

3) Energy Assistance – If you enroll in Energy Assistance, Greenlight can no longer serve you under the terms of this Contract as required by Public Utilities Article § 4-308. Upon receipt of notice from your Utility of your enrollment in Energy Assistance, Greenlight will notify you and cancel this Contract in accordance with applicable requirements.

If this Contract is cancelled by either party, Customer will be responsible for all charges incurred under this Contract for Greenlight's services until the date the Utility processes the cancellation and switches Customer's electricity supply service to Utility supply service or to another electricity supplier.

8. **Information Release Authorization.** Customer authorizes Greenlight to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the Utility: account name; billing address; service address; consumption history; billing determinants; account number; credit information; voltage level; rate code; load profile; meter number; meter type; multiple meter indicator; peak load contribution; metered demand; billed demand; monthly historical demand for the previous 12 months. This information may be used by Greenlight to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Contract shall constitute authorization for the release of this information to Greenlight and to third parties contracted by Greenlight for the purposes of providing electricity supply services to Customer. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Greenlight or by calling Greenlight at 1.888.453.4427. Greenlight reserves the right to cancel this Contract in the event Customer rescinds the authorization upon the provision of applicable notice.

9. **Agency for Electricity.** Customer hereby designates Greenlight as agent to; (a) arrange and administer contracts and service agreements between Customer and Greenlight and those entities including the PJM Interconnection engaged in the generation, transmission, and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the Utility for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Greenlight, as agent for the Customer, will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the Utility and in response to information provided by the Utility. These services are provided on an arm's length basis and market-based compensation is included in the Greenlight supply price.

10. **Entire Agreement.** This Contract is the entire Contract between Customer and Greenlight. Greenlight makes no representations or warranties other than those expressly set forth in this Contract, and Greenlight expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. **Force Majeure.** Greenlight will make commercially reasonable efforts to provide

electricity hereunder but Greenlight does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Greenlight ("Force Majeure Events") may result in interruptions in service. Greenlight will not be liable for any such interruptions caused by a Force Majeure Event and Greenlight is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the Utility (including, but not limited to, a facility outage on electricity facilities), or any other cause beyond Greenlight's control.

12. **Payment Provisions.** Customer will make all payments for Greenlight's electricity supply charges to your Utility. Any unpaid amounts may be subject to late payment charges. Greenlight does not require a deposit, but your Utility may request a security deposit for amounts which include supplier charges. Your Utility may terminate service for any unpaid utility or supplier charges, pursuant to the PSC regulations and applicable Utility procedures.

13. **Dispute Procedures.** In the event of a billing dispute or a disagreement involving Greenlight's service hereunder, the parties will use their best efforts to resolve the dispute. Customer may contact Greenlight by telephone or in writing, as provided below. If the complaint is not resolved after contacting Greenlight, or for general utility information, residential and business customers may contact the PSC using the contact information provided below. The Customer shall remit payment as required during the dispute, and such payment shall be refunded if warranted by the dispute's resolution.

14. **Contact Information:**

Greenlight Energy Inc. 315 Main Street, Huntington, NY 11743 Phone: 1.888.453.4427 Website: www.gogreenlightenergy.com Email: supply@gogreenlightenergy.com	Maryland Public Service Commission William Donald Schaefer Tower 6 St. Paul Street, 16th Floor Baltimore, Maryland 21202 Phone: (410) 767-8000 Website: www.psc.state.md.us
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Customer is responsible for providing Greenlight current contact information, including Customer's email address. Customer shall immediately notify Greenlight of any changes to Customer's contact information, which is necessary for Greenlight to provide notices and communications regarding this Contract and Greenlight's services.

15. **ARBITRATION AGREEMENT, WAIVER OF RIGHT TO SUE IN COURT, AND WAIVER OF CLASS ACTION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE MARYLAND LAW.** IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS ELECTRICITY SUPPLY CONTRACT THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY OR THROUGH THE PSC'S COMPLAINT RESOLUTION PROCESSES, IT MUST BE RESOLVED THROUGH FINAL, BINDING ARBITRATION AND WE MUTUALLY FOREGO THE

RIGHT TO RESOLVE IT IN A COURT OF LAW. THIS APPLIES REGARDLESS OF WHETHER THE ISSUE, CLAIM OR DISPUTE INVOLVES A TORT, FRAUD, BREACH OF CONTRACT, MISREPRESENTATION, PRODUCT LIABILITY, NEGLIGENCE, AND VIOLATION OF A STATUTE OR ANY OTHER LEGAL THEORY. INCLUDED ARE ALL ISSUES, CLAIMS, AND DISPUTES ARISING OUT OF OR RELATING ANY ASPECT OF YOUR PARTICIPATION IN THIS ELECTRICITY SUPPLY CONTRACT, WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS ELECTRICITY SUPPLY CONTRACT. ALL ARBITRATIONS SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. YOU ACKNOWLEDGE AND AGREE THAT THIS SPECIFICALLY PROHIBITS YOU FROM COMMENCING ARBITRATION OR ANY OTHER PROCEEDINGS AS A REPRESENTATIVE OF OTHERS OR JOINING IN ANY ARBITRATION OR ANY OTHER PROCEEDINGS BROUGHT BY ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM SUBMITTING A COMPLAINT TO THE PSC.

16. **Limitation of Liability.** The remedy in any claim or suit by Customer against Greenlight will be solely limited to direct actual damages. All other remedies at law or in equity are hereby waived. In no event will either Greenlight or Customer be liable for consequential, incidental, indirect, special, or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Contract.

17. **Choice of Laws.** This Contract shall be construed under and shall be governed by the laws of the State of Maryland without regard to the application of its conflicts of law principles.

18. **Taxes.** Except as otherwise provided in this Contract or provided by law, all taxes of whatsoever kind, nature, and description due and payable with respect to service provided under this Contract, other than taxes based on Greenlight's net income, shall be paid by Customer, and Customer agrees to indemnify Greenlight and hold Greenlight harmless from and against all such taxes.

19. **Regulatory Changes.** This Contract is subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over this Contract or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Contract including, but not limited to price, Greenlight shall have the right to modify this Contract to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

20. **Emergency Service.** Your Utility will continue to respond to emergencies. In the event of a service interruption or other emergency, Customer should immediately call the Utility.

21. **Parties Bound.** This Contract is binding upon the parties hereto and their respective

successors and legal assigns. Customer and Greenlight have caused this Contract to be executed by individuals authorized to bind each party, and Customer has reviewed all the terms herein. Customer must be the account holder of record with the Utility to execute this Contract.

22. Energy Assistance Status: By signing this Contract to enroll with Greenlight, you are confirming that you are not receiving, and have not received during the previous fiscal year, energy assistance from an energy assistance program.

Customer and Greenlight have caused this Contract to be executed as of the date noted below, by individuals authorized to bind each party, and Customer has reviewed, understands, and agrees to all the terms herein.

Customer: Name: _____ Service Address: _____ _____ Billing Address: _____ _____ Email: _____ Phone: _____ Account Number: _____ Choice/Service ID: _____ Signature: _____ Date: _____ IP Address: _____	Greenlight Energy Inc.: Accepted on _____ By _____ Signature: _____
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