

**ATLANTIC ENERGY MD, LLC**  
**OHIO FIXED RATE CUSTOMER AGREEMENT**  
**ELECTRIC GENERATION SUPPLIER AGREEMENT SUMMARY**

Electric Generation Supplier Information	<p>Atlantic Energy MD, LLC (“Atlantic Energy”)   (800) 917-9133   <a href="https://atlanticenergyco.com">https://atlanticenergyco.com</a>   <a href="mailto:info@atlanticenergyco.com">info@atlanticenergyco.com</a>   P.O. Box 7780, Spring, TX 77387-7780   Ohio Electric Generation Supplier License Number: 16-1141E</p> <p>You have chosen Atlantic Energy as your electric generation supplier (“EGS”). Atlantic Energy is not affiliated with your electric distribution utility (“EDU”). Atlantic Energy is responsible for the electricity generation charges on your bill. These charges will appear on your EDU bills separate and apart from your EDU’s distribution charges for delivering your electricity.</p>
Price Structure	Fixed.
Electricity Generation/Supply Price	9.19¢ per kWh.
Statement Regarding Savings	Atlantic Energy’s electricity price may be higher or lower than the EDU’s price in any given month, and there is no guarantee of savings.
Deposit Requirements	None.
Incentives	None.
Agreement Start Date	This Agreement becomes effective and binding as of the Effective Date, as defined in the Terms of Service. Service under this Agreement will begin on the Service Commencement Date as defined in the Terms of Service. Your estimated Service Commencement Date is 30 days after completion of this order.
Agreement Term/Length	12 months (the Initial Term).
Cancellation/Early Termination Fees	Yes, upon Early Termination of this Agreement as defined in the Terms of Service, you will be charged a fee of \$75.00.
Renewal Terms	Unless otherwise agreed to, upon expiration of the Initial Term, <b>this Agreement will automatically renew on a month-to-month basis with a variable rate methodology with no change to the remaining terms.</b> Atlantic will provide you with a written notice forty-five (45) to ninety (90) days prior to the expiration of the Initial Term.
Right of Rescission	You may cancel your electricity Agreement within seven (7) calendar days from the postmark date of the notice that your EDU sends with your enrollment confirmation by contacting your EDU either by phone or in writing.

<b>Public Utilities Commission of Ohio</b>	<p>If you have a complaint and it is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8am-5pm weekdays, or at <a href="http://www.puco.ohio.gov">http://www.puco.ohio.gov</a>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8am-5pm weekdays, or at <a href="http://www.pickocc.org">http://www.pickocc.org</a>.</p>																	
<b>Utility Information</b>	<p>While Atlantic Energy is responsible for your electric supply, the Utility will continue to deliver the electricity and will charge delivery and other service charges. Please contact your Utility in the event of an emergency such as a power outage. The contact information for your Utility is as follows:</p> <table border="1" data-bbox="341 625 1498 1087"> <thead> <tr> <th data-bbox="341 625 1133 682">UTILITY</th> <th data-bbox="1133 625 1498 682">PHONE NUMBER</th> </tr> </thead> <tbody> <tr> <td data-bbox="341 682 1133 739">AEP Ohio</td> <td data-bbox="1133 682 1498 739">1-800-672-2231</td> </tr> <tr> <td data-bbox="341 739 1133 795">AES Ohio</td> <td data-bbox="1133 739 1498 795">1-800-253-5801</td> </tr> <tr> <td data-bbox="341 795 1133 852">Cleveland Electric Illuminating Company</td> <td data-bbox="1133 795 1498 852">1-800-589-3101</td> </tr> <tr> <td data-bbox="341 852 1133 909">Dayton Power and Light Co.</td> <td data-bbox="1133 852 1498 909">1-800-433-8500</td> </tr> <tr> <td data-bbox="341 909 1133 966">Duke Energy Ohio</td> <td data-bbox="1133 909 1498 966">1-800-544-6900</td> </tr> <tr> <td data-bbox="341 966 1133 1022">Ohio Edison Company</td> <td data-bbox="1133 966 1498 1022">1-800-633-4766</td> </tr> <tr> <td data-bbox="341 1022 1133 1079">The Toledo Edison Company</td> <td data-bbox="1133 1022 1498 1079">1-800-447-3333</td> </tr> </tbody> </table>		UTILITY	PHONE NUMBER	AEP Ohio	1-800-672-2231	AES Ohio	1-800-253-5801	Cleveland Electric Illuminating Company	1-800-589-3101	Dayton Power and Light Co.	1-800-433-8500	Duke Energy Ohio	1-800-544-6900	Ohio Edison Company	1-800-633-4766	The Toledo Edison Company	1-800-447-3333
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## TERMS OF SERVICE

**Agreement to Sell and Purchase Energy.** This is an agreement between Atlantic Energy MD, LLC (“Atlantic”, “Supplier”, “Us”, “Our”, “We”), a Competitive Retail Electricity Supplier (“CRES”) and a Competitive Retail Natural Gas Supplier (“CRNGS”), and the undersigned customer (“Customer” or “You” or “Your”) under which Customer shall obtain electricity generation and/or natural gas supply service and begin enrollment with Atlantic (the “Agreement”). This Agreement shall become effective and binding on the Parties as of the earliest to occur of: (i) the date the Agreement is executed by both Parties; (ii) the date on which Atlantic provides written confirmation (including via e-mail) to Customer (or, if applicable, Customer's agent) of its acceptance of this Agreement; or (iii) the date Atlantic takes any action in reliance on this Agreement, including submitting an enrollment request to the applicable utility (the “Effective Date”).

Atlantic is certified by the Public Utilities Commission of Ohio (“PUCO”) to offer and supply electricity generation and natural gas supply services in Ohio. Our certificate number for electricity supply is 16-1141E and for natural gas supply is 18-640G(1). Subject to the terms and conditions of this Agreement, Atlantic agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity and natural gas as necessary to meet Customer’s requirements based upon consumption data obtained by Atlantic from the Electric Distribution Utility (“EDU” or “Utility”) and the Natural Gas Distribution Company (“LDC” or “Utility”). Atlantic is not affiliated with and does not represent your EDU or LDC.

**Price & Billing.** This is a fixed price agreement. Your price for electricity generation service with Atlantic is 9.19¢ per kWh. This fixed rate will not change during the Initial Term. Your price for natural gas supply with Atlantic is N/A. Atlantic’s price is exclusive of all applicable state and local taxes. You will incur

additional charges for the incumbent Utility’s services and delivery charges. For variable electricity generation supply rates, the rate may vary from month to month based on the following factors: Atlantic’s actual and estimated costs of obtaining wholesale electricity supply from PJM Interconnection, LLC (“PJM”), including prior period adjustment, inventory and balancing costs, transportation and transmission costs incurred by Atlantic, and Atlantic’s administrative costs, expenses, and margins. For variable natural gas supply rates, the price per N/A will vary from month to month based on the wholesale cost of natural gas from the NYMEX exchange (including commodity, capacity, storage and balancing), transportation to the Delivery Point, plus all applicable taxes, fees, charges and Atlantic’s costs, expenses and margins. There is no limit on the amount that your price can decrease or increase from month to month and there is no maximum price.

Atlantic does not offer budget billing for the supply portion of the bill. Customer’s Utility may charge switching fees. Customer has the right to request from Atlantic, twice within a twelve-month period, up to twenty four months of the Customer’s payment history without charge. Please note that historical pricing is not indicative of present or future pricing. Atlantic will supply your electricity and/or natural gas and Your Utility will continue to deliver electricity and/or natural gas, read Your meter, and send You Your bill. You will continue to receive one bill from your Utility. Failure to pay these bills may result in You being disconnected in accordance with the Utility’s tariff. Your Utility will continue to provide all emergency repairs and services.

**Term.** “Service Commencement Date” means the date on which Atlantic first begins providing electricity and/or natural gas to the Customer under this Agreement, which shall be the date of the first meter read following the Utility’s acceptance of the

Atlantic as the Customer's REP of record. This date may occur after the Effective Date. "Initial Term" means the period beginning on the Service Commencement Date and continuing for the number of months specified in the Contract Summary. For clarity, the Initial Term corresponds to the term stated in the Contract Summary (12 months) and is not shortened or extended due to any difference between the Effective Date and the Service Commencement Date.

**Termination; Early Termination Fee.** "Early Termination" occurs when Customer cancels or terminates this Agreement after the Effective Date and before the expiration of the Initial Term. Upon Early Termination of this Agreement, you will be charged an Early Termination Fee of \$75.00. You may cancel this Agreement by contacting Atlantic at [\(800\) 917-9133](tel:8009179133) or by email at [info@atlanticenergyco.com](mailto:info@atlanticenergyco.com). Customer may terminate this Agreement without an Early Termination Fee if Customer moves outside of an area served by Atlantic or where Atlantic charges a different price. If You voluntarily return to the Utility after terminating this Agreement, You may be charged a price other than the Utility's applicable tariff rate.

Atlantic may terminate this Agreement if there is a Change in Law that results in Atlantic being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. If Customer fails to pay the bill or to meet any agreed upon payment arrangement, in accordance with the incumbent Utility's tariffs this Agreement will automatically terminate. Atlantic will provide 14 calendar days written notice prior to termination for non-payment. If your electricity or natural gas service is terminated by your EDU or LDC, then this Agreement is terminated on the date that your service is terminated.

You will owe Atlantic for amounts unpaid for Atlantic's charges for electricity generation and natural gas service up to the date of termination. If

We cancel this Agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

**Rescission.** Your EDU will send you a notice to confirm your choice of Atlantic for electricity supply. You may cancel your electricity Agreement within seven (7) calendar days from the postmark date of the notice that your EDU sends with your enrollment confirmation by contacting your EDU either by phone or in writing.

Your LDC will send you a notice to confirm your choice of Atlantic for natural gas supply. You may cancel your natural gas Agreement with no penalty within seven (7) business days from the postmark date of the notice that your LDC sends with your enrollment confirmation by contacting your LDC either by phone or in writing.

**Renewal.** Unless otherwise agreed to, upon expiration of the Initial Term, **this Agreement will automatically renew on a month-to-month basis with a variable rate methodology with no change to the remaining terms (the "Renewal Term")**. Atlantic will provide You with a written notice forty-five (45) to ninety (90) days prior to the expiration of this Agreement. If Customer switches back to the EDU or LDC, Customer may or may not be served under the same rates, terms and conditions that apply to other customers served by the EDU or LDC.

**Information Release Authorization.** Customer authorizes Atlantic to obtain and review the following information from Your Utility: consumption history; billing determinants; and account number. This information may be used by Atlantic to determine whether it will commence and/or continue to provide energy supply service to Customer in accordance with its creditworthiness policy. Customer authorizes Atlantic to obtain and review information regarding Customer's credit history from credit reporting agencies in order to determine whether the Customer is eligible for promotional items. The information referenced in

this paragraph will not be disclosed to a third party unless required by law. Atlantic will not disclose a customer's Social Security number and/or account number without Customer's express written consent except for Atlantic's own collections and credit reporting, participation in programs funded by the Universal Service Fund pursuant to Section 4928.52 of the Ohio Revised Code or assigning a customer contract to another supplier certified to do business in Ohio. The Customer's social security number, account number(s) or any other customer information will not be released without the customer's express written consent except in accordance with rules 4901:1-21-10, 4901:1-28-04 and 4901:1-29.09 of the Administrative Code. Customer's execution of this Agreement shall constitute authorization for the release of this information to Atlantic. 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 Atlantic or by calling Atlantic at (800) 917-9133. Atlantic reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Atlantic. Atlantic may assign this Agreement to another energy supplier or other entity authorized by the PUCO with prior written notice to Customer.

**Dispute Procedures.** In the event of a billing dispute or a disagreement involving Atlantic's service hereunder, the parties will use their best efforts to resolve the dispute. Customer may contact Atlantic by telephone or in writing, as provided below. If your complaint is not resolved after you have called Atlantic and/or your Utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8am-5pm weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may

contact PUC via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll-free) from 8am-5pm weekdays, or at <http://www.pickocc.org>.

**Contact Information.**

Supplier Information:

Atlantic Energy MD, LLC

P.O. Box 7780, Spring, TX 77387-7780 <https://atlanticenergyco.com>

PHONE: (800) 917-9133 (M-F 9am to 7pm Eastern time, subject to change)

FAX: (516) 922-2055

EMAIL: [info@atlanticenergyco.com](mailto:info@atlanticenergyco.com)

Utility Information:

AEP Ohio	1-800-672-2231
AES Ohio	1-800-253-5801
Cleveland Electric Illuminating Company	1-800-589-3101
Dayton Power and Light Co.	1-800-433-8500
Duke Energy Ohio	1-800-544-6900
Ohio Edison Company	1-800-633-4766
The Toledo Edison Company	1-800-447-3333
CenterPoint Energy	1-800-227-1376
Columbia Gas of Ohio Inc.	1-800-344-4077
Dominion East Ohio	1-800-362-7557

**Agency – Electric.** Customer hereby designates Atlantic as agent to: (a) arrange and administer contracts and service agreements between Customer and Atlantic 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 EDU for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Atlantic, as agent for the Customer, will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDU and in response to information provided by the EDU. These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.

**Agency – Natural Gas.** To the extent Customer is enrolled with Atlantic for gas supply, Customer hereby designates Atlantic as agent to: (a) arrange and administer contracts and service agreements between Customer and Atlantic and between the interstate pipeline transporters of Customer's natural gas supply; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supply to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supply from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate Customer's natural gas supply with such supply of other customers served by Atlantic to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Atlantic as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. Atlantic agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.

**Entire Agreement.** This Agreement, as written, makes up the entire Agreement between Customer OH\_Dual\_Resi\_FixedwETF\_ATL\_2026\_03\_09

and Atlantic. Atlantic makes no representations or warranties other than those expressly set forth in this Agreement, and Atlantic expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**Force Majeure.** Atlantic will make commercially reasonable efforts to provide service hereunder but Atlantic does not guarantee a continuous supply of electricity or natural gas to Customer. Certain causes and events out of the control of Atlantic ("Force Majeure Events") may result in interruptions in service. Atlantic will not be liable for any such interruptions caused by a Force Majeure Event, and Atlantic 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 Local Utility (including, but not limited to, a facility outage on electricity or natural gas facilities), or any other cause beyond Atlantic's control.

**Payment Provisions.** Customer will receive one (1) bill each month issued by your EDU and LDC which will include Atlantic's charges. Customer will make all payments for Atlantic's electricity charges to your EDU and Atlantic's natural gas supply charges to your LDC. Your EDU and LDC maintain the right to terminate service for any unpaid utility or supplier charges, pursuant to the PUCO'S regulations. The failure to pay electric and/or natural gas utility charges may result in the customer being disconnected in accordance with the electric and/or natural gas utility tariff.

**WAIVER OF JURY TRIAL.** ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT THAT CANNOT BE RESOLVED PURSUANT TO THE DISPUTE PROCEDURES ABOVE ARE TO BE SETTLED BY A COURT IN THE STATE OF

OHIO OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES BY A TRIAL BEFORE A JUDGE AND THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT.

**Limitation of Liability.** The remedy in any claim or suit by Customer against Atlantic will be solely limited to direct actual damages. All other remedies at law or in equity are hereby waived. In no event will either Atlantic 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 Agreement.

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

**Taxes.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Atlantic's net income, shall be paid by Customer, and Customer agrees to indemnify Atlantic and hold Atlantic harmless from and against any and all such taxes. You must provide Atlantic with any applicable exemption certificates.

**Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement 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 ("Change in Law") which impacts any term, condition or provision of this Agreement including, but not limited to price or, if there is a change to the manner

in which any transporter, EDC, LDC, Independent System Operator, or any other authority implements or interprets any law, rule, regulation, tariff, or regulatory structure that increases the Atlantic's costs ("Change in Practice"), Atlantic shall have the right to pass on such additional costs and/or modify this Agreement to reflect such change. Furthermore, Atlantic shall provide notice and/or obtain affirmative consent of any Pass Throughs as required by local law.

**Emergency Service.** Your EDU and LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the EDU and LDC at the numbers listed above.

**Environmental Characteristics and Electric Generation Mix.** Information regarding the generation sources and environmental characteristics of the electricity supplied by Atlantic is available at <https://atlanticenergyco.com> and is incorporated by reference into this Agreement.

**Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and Atlantic have caused this Agreement to be executed by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

**Telephonic Communication.** By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from Atlantic, its affiliates and/or assigns, at the telephone number(s) you provide to Atlantic, its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

**Forward Contract.** Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States

Bankruptcy Code (“Code”); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c)

Atlantic is not a “Utility” as defined in the Code; (d) Commodity supply will be provided by Atlantic under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Atlantic, is responsible for responding to service problems or emergencies should they occur.

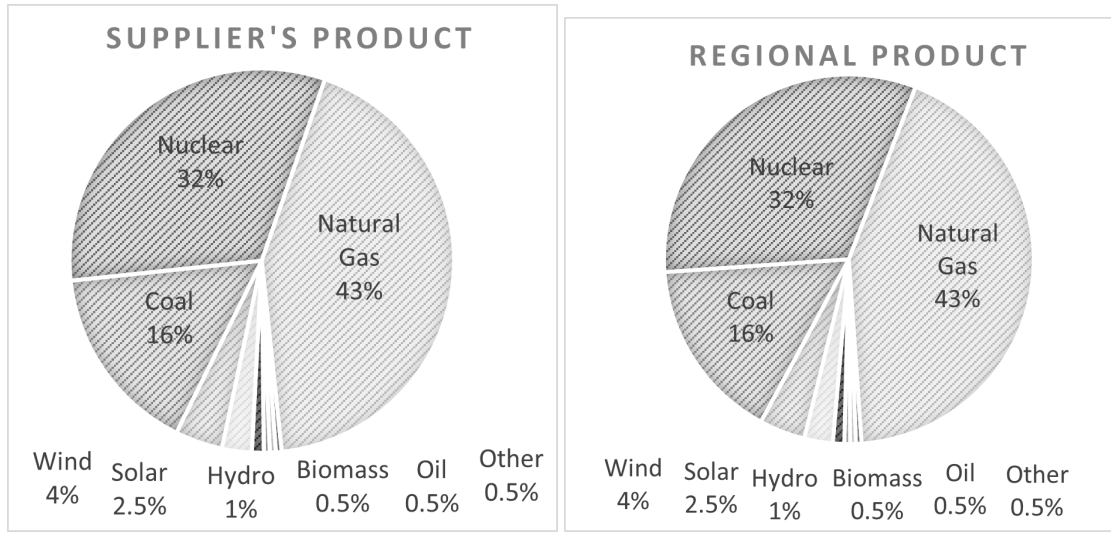
Environmental Disclosure Information – Quarterly Comparisons

Atlantic Energy MD, LLC

Projected Data for the 2026 Calendar Year

**Generation Resource Mix**

A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



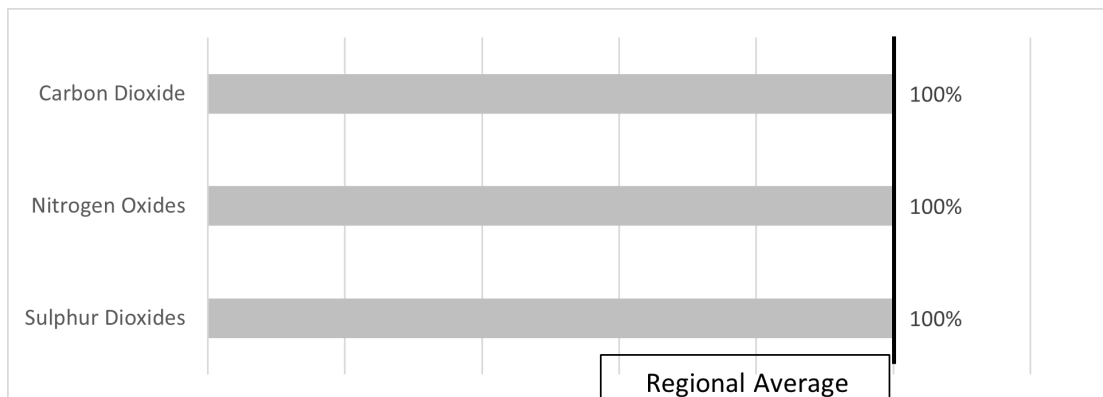
**Environmental Characteristics**

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

**Air Emissions**

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



Radioactive Waste  Radioactive waste associated with the product.	Type:	Quantity:	
	High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
	Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /1,000 kWh
<p>With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Atlantic Energy MD, LLC at <a href="mailto:info@atlanticenergyc.com">info@atlanticenergyc.com</a> or (800) 917-9133</p>			