

300 Jefferson Blvd., Suite 104 • Warwick, RI 02888

Phone: (401) 684-1443 • Enroll@firstpointpower.com • www.FirstPointPower.com

Date: _____

Broker Name: _____

CUSTOMER INFORMATION

*Customer Name: _____
*Email _____
*Primary Contact (if different) _____
*Contact Phone: _____
Fax _____

*Billing Address _____
*Billing City _____
*Billing State _____ *Billing Zip _____
*EIN Number: _____
Check if Tax Exempt (must include exempt form) <input type="checkbox"/>

*required field

ENROLLMENT INFORMATION

Account Type

Commercial

Local Utility

Delmarva Power and Light

Baltimore Gas and Electric

Product

Variable Rate

Fixed Rate at \$0. _____ per KWH

Fixed Rate Term: _____ months

Fixed Rate "Start Date" (MM/YYYY): ____ / _____

Fixed Rate "End Date" (MM/YYYY): ____ / _____

First Point Power, LLC's prices for electricity are not regulated by the Maryland Public Service Commission. If you currently receive service from another independent supplier, you may incur an early cancellation penalty under the terms of your existing contract as a result of changing your electricity supplier to First Point Power, LLC.

ACCOUNT NUMBERS

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For more than 4 accounts, refer to Electricity Sales Agreement Addendum.

TERMS AND CONDITIONS

First Point Power, LLC ("FPP") is pleased to supply electricity to your home or business as a supplier licensed by the Maryland Public Service Commission (MD License IR-2387). The purpose of this form is to authorize a change in your electric power supplier and/or third party supplier and to set forth the terms and conditions that apply. By signing and returning this form to FPP, you hereby appoint and designate FPP as your electricity supplier for your full electric requirements for the listed account(s) at the rate(s) per kilowatt hour (KWH) and term herein. Your enrollment with us is subject to our acceptance. Your Electricity Sales Agreement ("Agreement") with FPP, an independent supplier, shall consist of: (i) your telephonic, electronic or written agreement to initiate service and begin enrollment with FPP ("Enrollment Consent"), (ii) the terms and conditions contained herein, and (iii) an Electricity Sales Agreement Addendum, if applicable. Throughout this document, the words "you" and "your" refer to the customer identified in the Enrollment Consent. The words "we", "us" and "our" refer to FPP. The word "Utility" refers to your local distribution company, either Baltimore Gas and Electric or Delmarva Power and Light (Maryland).

1. Rate:

a. Variable Rate: The rate will be a variable month to month rate. The rate will be established each month based upon electricity market pricing, transportation or transmission, commodity prices, and other factors, which may cause volatility in your monthly rate from time to time. Unforeseen events in the energy market may cause our price to be higher or lower than the standard offer price in any particular month. The standard offer price is the rate your Utility would have charged you for electricity had you not contracted with FPP for your electricity supply. The variable rate detailed herein is only for electricity and does not include any sales tax, utility distribution charge, or other utility fee or charge. If you are a residential customer, FPP will make available at least 12 days prior to the close of each billing period your new rate by [need to say whether this will be mailed, emailed, made available online, or be accessible via phone]. If you are a residential customer and the change in the rate for the next billing period will be equal to or exceed 30 percent of the variable rate for the current billing period, FPP will provide written notice by [mail/email, text, automated phone message]. You agree to allow FPP to provide these notice by [mail/email, text, automated phone message].

b. Fixed Rate: The rate will remain constant for the Term detailed in this Agreement. The fixed rate may be higher or lower than what your standard offer price would be in any particular month. The standard offer price is the rate your Utility would have charged you for electricity had you not contracted with FPP for your electricity supply. The fixed rate detailed herein is only for electricity and does not include any sales tax, utility distribution charge, or other utility fee or charge. The rate charged on your utility bill may include applicable sales tax and gross receipts tax if such taxes do not show on your bill as a separate line item.

2. Term and Renewal:

a. Variable Rate Customer: This Agreement is for an indefinite period of time and is terminable by the customer at any time without penalty. Your service with us will start on your next available meter read date once the Agreement is accepted by us.

b. Fixed Rate Customer: Subject to the Agreement being accepted by us, your fixed rate with us shall commence on the first available meter read date on or after the Start Date, and end on the first available meter read date on or after the End Date. If we are unable to timely enroll an account, the Start Date will commence on the next regularly scheduled Utility meter read date, and the fixed rate will remain in effect until the first meter read date on or after the End Date set forth herein. We shall not be liable for any failure to enroll or drop an account by the Start Date or End Date due to circumstances beyond our control. If a renewal Agreement is not executed at least 45 days prior to the expiration date, FPP will notify you in writing with advance written notice. If you do not respond to this notice, you agree that FPP may, at its sole discretion, renew this Agreement and switch your service to FPP's standard variable rate as described in Section 1(a) of this Agreement. If you are a residential customer and the change in the rate for the first billing period under FPP's standard variable rate will be equal to or exceed 30 percent of the fixed supply rate under the current Term, FPP will provide you notice by [mail/email, text, automated phone message] at least 12 days prior to the close of your current Utility billing period. You agree to allow FPP to provide this notice by [mail/email, text, automated phone message]. You agree to pay FPP at its standard variable rate if FPP's elects this option. In the event your service is switched to FPP's standard variable rate, there will be no termination fee should you elect to terminate the renewed agreement. You may instruct FPP at any time prior to the expiration of the Term to return your account(s) to standard offer service at the expiration of the Agreement.

3. Termination Rights: You may terminate this Agreement at any time, in whole or as related to any single account that is included in this Agreement, by providing written notice to FPP or by enrolling for service with an independent electricity supplier other than FPP. If you provide written notice to FPP, the effective date of the termination of this Agreement will be the date on which FPP receives written notification of the termination. FPP will process your written request to terminate this Agreement no later than the end of the second Utility business day after FPP receives written notice of your cancellation request. If you enroll for service with an independent electricity supplier other than FPP, the effective date of the termination of this Agreement will be the date on which the Utility drops FPP as the electricity supplier for an account. Any or all of your account(s) that are terminated or cancelled will be switched to standard offer service if the termination or cancellation was not caused by your enrollment with an independent electricity supplier other than FPP. Standard offer service is the electricity supplied by default by your Utility if you do not have a contract with an authorized third party supplier. You are required to pay all of the charges for the electricity supplied by us until such time as the Utility or other independent electricity supplier actually begins supplying the electricity to your account(s). FPP will provide you with written notice that a termination has occurred. For door-to-door sales, you have the right to cancel the contract within (3) business days of completing the transaction with no penalty.

a. Variable Rate Customer: There is no fee if you terminate your service with us and you may cancel at any time by contacting us by phone, mail or email. If you are a commercial customer, FPP may terminate this Agreement early at any time for any reason and switch you back to standard offer service without prior notice. If you a residential customer, FPP may terminate this Agreement early for any reason if it provides notice to you 30 days prior to the termination. If you are more than 40 days late paying your bill, we may terminate this Agreement early and switch you back to the standard offer service without prior notice if you are a commercial customer or with 30 days' notice if you are a residential customer.

b. Fixed Rate Customer: If you are more than 40 days late paying your bill, we may terminate this Agreement early and switch you back to the standard offer service without prior notice if you are a commercial customer or with 30 days' notice if you are a residential customer. Should you terminate this Agreement before the term expires or if we drop you for non-payment of your bill you hereby agree to pay us an early termination fee for failure to adhere to these within terms and conditions:

- i. Residential Customers:** We assess a one-time early termination fee of \$100.00 per residential account.
- ii. Commercial Customer:** In the event that you terminate this Agreement, you shall pay to FPP, as an early termination fee consisting of the following: payment at the rate specified in this Agreement (including any applicable late payment fees and taxes) for service provided by FPP prior to the effective date of the termination for which you have not already made payment, plus: for a fixed price contract, payment at the rate specified in this Agreement as though service was provided to you by FPP, based on your historical usage, from the effective date of the termination through the balance of the Term, less any revenues received by FPP as a result of any liquidation or resale of the electric supply purchase commitments entered into by FPP to provide service to you over the entire Term of this Agreement.
- c. Rescission:** You may cancel acceptance of the Agreement with us, at any time within 3 business days of the execution of this Agreement without penalty by contacting us as per section 7 of this Agreement;
- 4. Billing Payment & Fees:** FPP will bill you through your Utility's consolidated billing program. By signing this Agreement, you acknowledge that the Utility may provide your customer billing and payment information to us to facilitate the consolidated billing. Payment is due in accordance with the Utility's rules. In the event that your Utility does not accept or subsequently removes some or all of your accounts from its consolidated billing program, we have the option to: (i) bill you separately for the electric supply you receive from us or (ii) terminate this Agreement as to some or all of your accounts and return such accounts to your Utility for your electric supply. In the event that we exercise the option to bill you separately, payment is due within fifteen (15) days of the date on the invoice and if payment is not received within such fifteen (15) day period, it is considered late. If we bill you separately, late payments or partial payment balances will be subject to a late fee of 2.00% per month, or the maximum rate allowable by law, whichever is less. Under consolidated billing, a late payment charge will be assessed at the same rate and in the same manner as your Utility applies late payment charges to its unpaid charges. You will reimburse FPP for any collection fees we incur in collecting any outstanding invoices, charges, or early termination fees as described in Paragraph 3, above.
- 5. Budget Plan:** FPP does not offer a budget plan at this time.
- 6. Dispute Resolution:** If you believe we have breached this Agreement or you have any other issues relating to our service, please first contact us by phone, email or mail. Such disputes that cannot be privately resolved may be referred to the Maryland Public Service Commission. The toll free telephone number of the Maryland Public Service Commission is 1-800-492-0474. The Maryland Public Service Commission's internet address is <http://www.psc.state.md.us>.
- 7. Customer Service Contact Information:** For customer service questions or to receive future pricing information known to FPP, please contact us via phone at (888) 875-1711; by mail at First Point Power, LLC, 300 Jefferson Blvd., Suite 104, Warwick, RI 02888; or by email at info@firstpointpower.com.
- 8. Electricity Emergencies:** In the event of an electric-related emergency such as a power outage, you should call your UTILITY at its emergency phone number: Baltimore Gas and Electric at 1-800-685-0123, Delmarva Power and Light (Maryland) at 1-800-898-8042.
- 9. Information Release Authorization:** Your Enrollment Consent is your authorization for us and our agents to obtain and review information regarding your (1) credit history from credit-reporting agencies and (2) customer information from the Utility, which may include: account name; billing address; service address; utility account number and any other number designated by the utility as necessary to process your enrollment; bill cycle; voltage level; utility rate class or 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; monthly historical consumption for the previous 12 months; monthly time-of-use data for the previous 12 months; and interval meter data for the previous 12 months. We may use such information to determine whether to begin or to continue to provide you with energy supply service, and to bill and collect monies owed. These authorizations shall remain in effect as long as this Agreement is in effect.
- 10. Default Liability:** Our liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall we be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.
- 11. Deposits:** FPP does not collect deposits at this time.
- 12. No Warranties:** We provide no warranties, express or implied, and we specifically disclaim any warranty of merchantability or fitness for a particular purpose. Additionally, unless expressly state otherwise on your Enrollment Consent, we specifically disclaim any warranty or guaranty that the price charged by us for the energy supplied pursuant to this Agreement will be lower than the price that you would have been charged by the standard offer service or another independent electricity supplier.
- 13. Entire Agreement:** This Agreement (including the Enrollment Consent) sets forth the entire Agreement between the parties. Any and all prior or contemporaneous agreements, understandings, and representations between the parties, whether verbal or written, are superseded by this Agreement.
- 14. Force Majeure:** Except for your obligation to make payments when due, neither party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" are occurrences beyond a party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, breakage, shortage or unavailability of transmission facilities, and actions of any governmental authority or your Utility which result in conditions, limitations, rules, or regulations that materially impair either party's ability to perform hereunder. The affected party shall give to



Maryland Enrollment Form

the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon and use commercially reasonable efforts to resume performance hereunder.

15. Assignment: This Agreement shall extend to and be binding upon our respective successors and permitted assigns; provided, however, that you may not assign this Agreement without our prior written consent. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement or any proceeds thereof in connection with any financing Agreement, purchase of receivables program, or other billing services arrangements. In addition, we may assign our rights and obligations hereunder to an affiliate of FPP, any person or entity succeeding to all or substantially all of the assets of FPP, or to a competitive supplier licensed to do business in your state. Any such assignee shall agree to be bound by the terms of this Agreement and, following such Agreement, FPP shall have no further obligations hereunder.

16. General Provisions: We will keep confidential any information pertaining to you which you provide. This Agreement sets forth the entire Agreement between the parties respecting this subject matter, and all prior Agreements, understandings, and representations, whether oral or written, are merged in this Agreement. No modification or amendment of this Agreement shall be binding on either party unless in writing and signed by authorized representatives of both parties. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the party granting such waiver and no such waiver or failure to enforce a term or provision of this Agreement on any occasion shall be construed as a waiver of the same or any other term or condition on any other occasion. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without recourse to such state's choice of law rules. The parties acknowledge and agree that this Agreement is a "forward contract" and that they are "forward contract merchants" within the meaning of the United States Bankruptcy Code. This Agreement is subject to all valid and applicable legislation and to all present and future orders, rules, and regulations of authorities having jurisdiction and both parties agree to comply with all such applicable laws, orders, rules and regulations. In the event that changes in any such laws, orders, rules or regulations has the effect of increasing Our cost of electricity, we reserve the right to adjust the prices set forth herein to pass through such cost increases.

By you signing below, you consent that you are legally authorized to sign on behalf of the customer.

Customer Name: _____

Name (Print): _____

Date: _____

Authorized Signature: _____

Title: _____