

## Maryland Spring Power & Gas Variable Terms and Conditions

Spring Energy RRH, LLC d/b/a Spring Power & Gas, 111 East 14<sup>th</sup> Street #105,  
New York, NY 10003 Tel No. 1.888.710.4782 springpowerandgas.us  
MD Electric License No.: IR-3537 MD Gas License No.: IR-3550



### Terms and Conditions

**1. Authorization to Switch and Agreement to Sell and Purchase Energy.** This is an agreement between Spring Energy RRH, LLC d/b/a Spring Power & Gas (“Spring” or “Supplier”) and the undersigned customer (“Customer”) under which Customer authorizes a change in Customer’s retail electricity and/or natural gas supplier and agrees to obtain electric generation and/or natural gas supply service from Spring (the “Agreement”). Subject to the terms and conditions of this Agreement, Spring agrees to sell and deliver, and Customer agrees to purchase and accept, the quantity of electricity and/or natural gas, as calculated by Spring, necessary to meet Customer’s requirements based upon consumption data obtained by Spring or the delivery schedule of the Local Distribution Utility (the “LDC”). The amount of electricity and/or natural gas delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Spring or the LDC’s delivery schedule. The LDC will continue to deliver the electricity and/or gas supplied by Spring.

**2. Term.** This Agreement will begin with your first meter read by your LDC after your enrollment is accepted and will continue on a month-to-month basis until terminated by either Customer or Spring. Either party may cancel or terminate this Agreement in accordance with the provisions of Section 4 of this Agreement.

### **3. Pricing.**

**Electricity:** Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement will be a variable price per kilowatt hour (“kWh”) that may change on a monthly basis. The price for your first month is set forth in your Contract Summary, which is incorporated into this Agreement. Spring will calculate your monthly electricity bill by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used during the billing cycle. Unless otherwise agreed to in writing, your variable price is based on Spring’s actual and estimated supply costs, which shall reflect the wholesale cost of electricity obtained from all sources (including capacity, inventory and balancing costs, settlement, ancillaries), related transmission and distribution charges, prior period adjustments, other market related factors, plus Spring’s costs, expenses and margins. The monthly price shall be determined by Spring. You agree and understand that the price can fluctuate from month-to-month and could be higher or lower than your LDC’s standard offer rate in any given month, and Spring cannot guarantee savings over your LDC’s rates for any given month or for the entire term of this Agreement. There is no cap on your variable price and there is no limit on how much your price will change from one billing cycle to the next. Your price does not include, and you will be required to pay, applicable taxes and fees. As set forth in your Contract Summary, you may also be required to pay a monthly administrative fee for your supply service. Your price does not include your LDC’s charges, for which you are responsible. Spring’s current and historical prices are not an indicator of Spring’s future prices. Spring does not offer budget billing for your electric supply service charges. Spring’s monthly price is available by calling Spring at 1.888.710.4782.

**Natural Gas:** Unless otherwise agreed to in writing, your price for natural gas will be a variable price per therm that may change on a monthly basis. The price for your first month is set forth in your Contract Summary, which is incorporated into this Agreement. Spring will calculate your monthly natural gas bill by multiplying (i) the price of natural gas per therm by (ii) the amount of natural gas used during the billing cycle. Unless otherwise agreed to in writing, your variable price is based on Spring's actual and estimated supply costs, which shall reflect the wholesale cost of natural gas obtained from all sources (including commodity, capacity, storage and balancing), transportation to the Delivery Point, prior period adjustments, inventory, plus Spring's costs, expenses and margins. You agree and understand that the price can fluctuate from month-to-month and could be higher or lower than your LDC's Sales Service rate in any given month, and Spring cannot guarantee savings over your LDC's rates for any given month or for the entire term of this Agreement. There is no cap on your variable price and there is no limit on how much your price will change from one billing cycle to the next. Your price does not include, and you will be required to pay, applicable taxes and fees. As set forth in your Contract Summary, you may also be required to pay a monthly administrative fee for your supply service. Your price does not include your LDC's charges, for which you are responsible. Spring's current and historical prices are not an indicator of Spring's future prices. Spring does not offer budget billing for your natural gas supply service charges. Spring's monthly price is available by calling Spring at 1.888.710.4782.

**4. Termination.** If Customer fails to meet its obligations under the Agreement then, in addition to any other remedies that it may have, Spring may terminate this Agreement upon 45 days' written notice to Customer. Upon termination by Spring, you will be returned to the LDC's standard offer service (electricity) or Sales Service (gas), or you may choose another retail supplier. Your obligations under this Agreement will end when your account balance is paid in full. Customer may terminate this Agreement at any time by contacting Spring at 1-888-710-4782 or in writing. Should you terminate this agreement, you will have the option of returning to the LDC's default service or choosing another electricity or natural gas supplier. The effective date for terminations shall occur when the LDC processes the termination after any applicable notice period. Customer will be required to pay for all Spring charges until Customer returns to the LDC or goes to another supplier, according to applicable LDC procedures.

**5. Billing.** Customer will be billed directly by the LDC each month, according to applicable LDC billing rules and procedures. The LDC's bill shall include both the LDC's distribution charges and Spring's charges, and other services provided by your LDC. You will make payment for all of these services directly to your LDC in accordance with the payment terms stated in your LDC's tariffs, which may include a late payment fee if your payment is not timely. Should the LDC cease billing you and/or commence billing Spring for any charges relating to you, Spring will bill you and you will pay Spring for all such charges, and you will be liable for all costs, including legal fees, associated with the collection of outstanding balances.

**6. Supply Rewards.** Customer may select one of two reward options, EITHER: (1) "5% Ecogold Rewards" OR (2) "3% Cash Back." Rewards will be calculated based on Customer's electricity and/or natural gas commodity supply charges for active accounts following the commencement of electric and/or natural gas commodity service under this Agreement. Active accounts are defined as those (i) that are billing more than \$0 and (ii) for which Spring has not received a request on behalf of the customer to discontinue service.

The 5% Ecogold Rewards option will be 5% of the natural gas and/or electricity commodity supply charges billed by the LDC on behalf of Spring under the consolidated bill, exclusive of sales taxes and LDC delivery, transportation, and transmission charges. The Ecogold Rewards will initially be awarded once the reward is equal to \$25. All subsequent rewards will be awarded once the reward balance reaches \$50.

The 3% Cash Back option will be 3% of the natural gas and/or electricity commodity supply charges billed over 12 consecutive months by the LDC on behalf of Spring under the consolidated bill, exclusive of sales taxes and LDC delivery, transportation, and transmission charges. Customer must remain with Spring for 12 consecutive billing cycles to receive any Cash Back. If the Customer terminates this Agreement prior to the completion of the 12<sup>th</sup> consecutive month of service with Spring, all Cash Back rewards accumulated by the Customer will be forfeited. Spring will calculate the Cash Back reward and provide the applicable amount to the Customer within 60 days following each 12 consecutive month period that Customer takes service from Spring.

**7. Renewable Energy Certificates.** Spring's Ecogold plan Spring Green ensures that electricity equal to 100% of the customer's electricity usage is offset by Renewable Energy Certificates (RECs) sourced from national renewable resources such as hydro, wind and solar. The cost for Spring to purchase the RECs is included in your price. Spring will meet the renewable content obligations for the mix of generation energy sources pursuant to Maryland law for as long as your service continues. Spring may use retired RECs from renewable sources or pay a compliance fee to meet these obligations. Spring may take up to 12 months after the end of each calendar year under which this Agreement is in effect to address any deficiency that may arise in the renewable content of electricity sold under this Agreement in the previous calendar year. Spring does not guarantee that this product will be offered in the future or on a continuing basis and will provide notice to customers in advance if Spring is no longer able to purchase RECs.

Spring's Ecogold plan Zero Gas ensures that Spring offsets the carbon impact of the natural gas you consume by purchasing carbon credits. The carbon credits come from projects such as forestry, landfill gas capture and conversion. Spring calculates the appropriate amount of carbon offsets to purchase based on figures provided by the United States Environmental Protection Agency. Spring may take up to 12 months after the end of each calendar year under which this Agreement is in effect to address any deficiency that may arise in the carbon offsets associated with gas sold under this Agreement in the previous calendar year. Spring does not guarantee that this product will be offered in the future or on a continuing basis and will provide notice to customers in advance if Spring is no longer able to purchase carbon credits.

**8. Assignment.** Customer may not assign its interests in or delegate its obligations under this Agreement without the express written consent of Spring. Spring may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity.

**9. Information Release Authorization.** Customer authorizes Spring to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: account name, number and any other information deemed by the LDC as necessary to process an enrollment; consumption history; billing determinants; rate classification; meter readings including smart meter information; billing history; payment history; payment history; credit information; and public assistance status. This information may be used by Spring to determine whether it will commence 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 Agreement shall constitute authorization for the release of this information to Spring. This authorization will remain in effect throughout the term of this Agreement.

Customer may rescind this authorization at any time by providing written notice thereof to Spring or by calling Spring at 1.888.710.4782. Spring reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**10. Consumer Protections.** The services provided by Spring to Customer are governed by the terms and conditions of this Agreement and applicable Maryland law as of the time of enrollment. Spring will provide at least 45 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Spring, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the Maryland Public Service Commission ("PSC"). Customer may obtain additional information by contacting Spring at 1-888-710-4782 or the PSC at (410) 767-8000, or by writing to the PSC at: William Donald Schaefer Tower, 6 St. Paul St., 16<sup>th</sup> Floor, Baltimore MD 21202 or through its website at: [www.psc.state.md.us/](http://www.psc.state.md.us/).

**11. Rescission.** A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting Spring at 1-888-710-4782 or in writing.

**12. Agency-Electric.** Customer hereby designates Spring as agent to; (a) arrange and administer contracts and service agreements between Customer and Spring and those entities including PJM engaged in the generation, transmission and delivery of Customer electricity; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Customer's end-use premises. Spring as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the electricity will be a point at the PJM Spring load bus. These services are provided on an arm's length basis and market-based compensation is included in the price mentioned above.

**Agency-Gas.** Customer hereby designates Spring as agent to; (a) arrange and administer contracts and service agreements between Customer and Spring and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Spring to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Spring as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDC. Spring 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 price mentioned above.

**13. Title.** Customer and Spring agree that title to, control of, and risk of loss to the electricity and/or natural gas supplied by Spring under this Agreement will transfer from Spring to Customer at the point where Spring delivers the electricity and/or natural gas in to the LDC's distribution system.

**14. Warranty and Integration.** This Agreement, including any enrollment form, contract summary and applicable attachments, as written makes up the entire Agreement between Customer and Spring. SPRING MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN

THIS AGREEMENT, AND SPRING EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

**15. Force Majeure.** Spring will make commercially reasonable efforts to provide electricity and/or natural gas hereunder but Spring does not guarantee a continuous supply of electricity and/or natural gas to Customer. Certain causes and events out of the control of Spring ("Force Majeure Events") may result in interruptions in service. Spring will not be liable for any such interruptions caused by a Force Majeure Event, and Spring 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 LDC (including, but not limited to, a facility outage on its gas distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Spring's control.

**16. Liability.** Except as prohibited by Maryland law, the remedy in any claim or suit by Customer against Spring will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). In no event will either Spring 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.

**17. Spring Contact Information.** Customer may contact Spring's Customer Service Center at 1-888-710-4782, Monday through Friday 9:00 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Spring at: 111 East 14<sup>th</sup> Street #105, New York, NY 10003 or e-mail Spring at info@springpowerandgas.us.

**18. Dispute Resolution (Residential).** In the event of a billing dispute or a disagreement involving Spring's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Spring by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the PSC pursuant to its Complaint Handling Procedures ("Procedures") or calling the PSC's Office of External Relations ("OER") at 1-800-492-0474 or online at [www.psc.state.md.us](http://www.psc.state.md.us). Customer must pay the bill in full during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of the PSC.

**19. Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Maryland. This Agreement 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.

**20. Taxes and Laws.** 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 Spring's net income, shall be paid by Customer, and Customer agrees to indemnify Spring and hold Spring harmless from and against any and all such taxes.

**21. 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 ("Regulatory Change") which impacts any term, condition

or provision of this Agreement including, but not limited to price, Spring shall have the right to modify this Agreement to reflect such Regulatory Change by providing 45 days' written notice of such modification to the Customer.

**22. Emergency Service.** The LDC will respond to leaks and emergencies. In the event of a leak, service interruption, outage or other emergency, Customer should immediately call the LDC and emergency personnel. BG&E: 1-800-685-0123. Pepco: 1-877-737-2662. Washington Gas: 1-800-752-7520.

**23. Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**24. Refund Policy.** As the commodities supplied under this Agreement are immediately used and consumed by Customer upon delivery, it is not practical to return the products subject to this Agreement, and therefore refunds with respect to the commodities are not provided.

**25. Environmental Disclosure.** A copy of Spring's environmental disclosure information will be available at [www.springpowerandgas.us](http://www.springpowerandgas.us).

**26. Notices.** Unless otherwise required by law, Customer agrees that Spring may transmit to Customer all notices, requests, claims, demands and other communications, including those required in this Agreement, via electronic mail ("e-mail"), to the e-mail address provided by Customer to Spring at the time of enrollment. Customer shall be responsible for notifying Spring within seven (7) calendar days if Customer's e-mail address changes by calling Spring at 1.888.710.4782. Notices transmitted to Customer via e-mail shall be deemed to have been received if transmitted to the Customer at the e-mail address provided at the time of enrollment or subsequently updated by the Customer.

**Version 09.01.2016**