

Service Term and Product Selection: Ambit agrees to sell and you agree to buy the quantity of electricity and/or natural gas delivered to you, as measured or estimated by your Utility. The Term of this Agreement will become effective on the day your Service begins with Ambit, which coincides with your next available meter reading date after Ambit and your Utility processes your enrollment request: (i) for a fixed rate will continue for the Initial Term and any applicable Renewal Term. The price of the product plan selected includes charges for Ambit Service, or (ii) for a variable rate will continue month-to-month. The price of the product plan selected includes charges for Ambit Service. You also agree to pay applicable Utility charges, surcharges, and state and local taxes, which are not included in your Ambit Service rate.

You understand and acknowledge that product selection at enrollment is subject to Ambit approval, based on the premise type and/or service class that was previously assigned to your account by your Utility. If the information received from the Utility does not match the requested Ambit product, you agree that Ambit may switch the product type to match information received from the Utility, which may be at a different rate or term length.

Cancellation and Switching Procedures: You or Ambit may cancel this Agreement at any time. To notify Ambit of the cancellation, contact Ambit using one of the methods referenced in the Contact Information section above. Cancellation will be effective on your next available meter reading date after Ambit and your Utility processes your cancellation request ("Cancellation Effective Date"). You agree to pay for the Service provided through your Cancellation Effective Date and may be subject to an early cancellation fee.

Ambit may terminate this Agreement at any time by providing you notice as required by law. Ambit may terminate this Agreement early pursuant if the Utility notifies Ambit that your account is associated with an Energy Assistance Household and Ambit can no longer serve you pursuant to PUA § 4-308. Ambit reserves the right to cancel this Agreement (i) if your Utility is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your Utility and Ambit; or (iii) if the Utility removes you from their consolidated billing program and requires that Ambit bill you separately for your energy supply.

This Agreement will be automatically terminated if: (i) your requested service location is not served by the Utility, (ii) if you move outside the Utility's territory, or outside Ambit's service area, or (iii) Ambit returns you to Utility service.

Default Utility Supply Service: You understand that you are not required to choose a competitive supplier, and may continue to have the Utility supply your electricity and/or natural gas.

Billing and Payment: Your Utility will continue to deliver your electricity and/or natural gas, read your meter, send your bill, and make necessary repairs. Your Utility monthly bill will include Ambit Service charges, as well as applicable Utility charges, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. You will continue to be responsible for all charges assessed by your Utility, including any applicable switching fees, service and delivery charges, late fees, other fees, or taxes specifically associated with services it provides during the term of this Agreement.

Bills will continue to be based on actual or estimated meter readings. In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill.

You will make payment directly to the Utility in accordance with the payment terms stated in the Utility's tariffs, unless it is necessary that Ambit bill you directly. You will pay each monthly bill in full in accordance with applicable tariffs or regulations or be subject to a late payment charge calculated in accordance with such tariffs or regulations.

Budget Billing: Budget Billing is an option that helps to level-out seasonal high and low invoiced amounts and is based on historical energy usage at your service address. We must have at least six (6) months of your historical usage to place your account on Budget Billing. The account will continue to be invoiced under conventional billing until: (i) you contact

Ambit to elect Budget Billing, and (ii) the account qualifies for Budget Billing. Your account will be reviewed periodically over the Budget Billing term period. During the review, if it is determined that the monthly Budget Billing charge is too high or too low, it may be adjusted to accommodate a credit or debit balance accumulating on the account. Upon termination of the Budget Billing plan, the entire variance, if any, will be applied to the account on your next invoice. Budget Billing is not offered in all territories. To see if Budget Billing is available in your area, contact Ambit as provided for in the Contact Information section above.

Collections: In the event you default in the prompt payment of amounts due under this Agreement, Ambit reserves the right to charge you for any and all fees or charges reasonable and necessary in order to collect or attempt to collect delinquent balances. Ambit may use the services of debt-collection agencies, consumer reporting agencies and other remedies as allowed by law to collect any unpaid balances on your account.

Taxes and Laws: Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, shall be paid by you. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

Energy Assistance Programs: For Energy Assistance such as LIHEAP (Low Income Home Energy Assistance Program) call (800) 352-1446.

Eligibility: Ambit does not determine eligibility for pricing based on credit history, utility payment data or credit score. Ambit does not deny service based on a customer or applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.

Information Release Authorization: You acknowledges that your billing and payment information may be provided to Ambit from your Utility. This information includes, but is not limited to, your account number, meter reading data, rate class and energy usage. This may include your address(es) and telephone number, and your budget billing plan, payments, or payment arrangement preference. All authorizations provided by you will remain in effect for the Term and, if applicable, the Renewal Term of this Agreement. At any time, your authorization may be rescinded by you by contacting Ambit.

Environmental Disclosure: This Agreement incorporates the information that may be provided to you or made available to you at Ambit's website regarding the approximate generation resource mix and environmental characteristics of electricity supply. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request. Any required periodic disclosures will be provided to you by posting at Ambit's website.

Environmental Characteristics: Ambit complies with Maryland's Renewable Portfolio Standard ("RPS") applicable to all retail electricity suppliers. Ambit may retire Tier 1 or Tier 2 renewable energy credits to meet its RPS obligations. The RPS for 2023 is 31.9% from Tier 1 sources, including at least 6% from solar energy and a PSC-directed amount of offshore wind energy, at least 0.05% geothermal, and 2.5% from Tier 2 sources. The RPS for 2024 is 33.7% from Tier 1 sources, including at least 6.5% from solar, a PSC-directed amount of offshore wind energy, at least 0.15% geothermal, and 2.5% from Tier 2 sources. The RPS for 2025 is 35.5% from Tier 1 sources, including at least 7% from solar energy, a PSC-directed amount of offshore wind energy not to exceed 10%, at least 0.25% geothermal, and 2.5% from Tier 2 sources. The RPS for 2026 is 38% from Tier 1 sources, including at least 8% from solar energy, a PSC-directed amount of offshore wind energy including at least 400 megawatts of Round 2 offshore wind projects, at least 0.5% geothermal, and 2.5% from Tier 2 sources. The RPS for 2027 is 41.5% from Tier 1 sources, including at least 9.5% from solar energy, a PSC-directed amount of offshore wind energy including at least 400 megawatts of Round 2 offshore wind projects, at least 0.75% geothermal, and 2.5% from Tier 2 sources. The RPS for 2028 is 43% from Tier 1 sources, including at least 11% from solar energy, a PSC-directed amount of offshore wind energy including at least 800 megawatts

of Round 2 offshore wind projects, at least 1% geothermal, and 2.5% from Tier 2 sources. The RPS for 2029 is 47.5% from Tier 1 sources, including at least 12.5% from solar energy, a PSC-directed amount of offshore wind energy including at least 800 megawatts of Round 2 offshore wind projects, at least 1% geothermal, and 2.5% from Tier 2 sources. The RPS for 2030 and later is 50% from Tier 1 sources, including at least 14.5% from solar energy, a PSC-directed amount of offshore wind energy including at least 1,200 megawatts of Round 2 offshore wind projects, at least 1% geothermal, and 2.5% from Tier 2 sources. Alternatively, Ambit may meet its RPS obligation by paying a compliance fee to the Maryland Renewable Energy Fund. The compliance fees for each kWh shortfall are: Tier 1 non-solar – 3 cents in 2023, 2.75 cents in 2024, 2.5 cents in 2025, 2.475 cents in 2026, 2.45 cents in 2027, 2.25 cents in 2028/29, and 2.235 cents in 2030 and later; Tier 1 solar – 6 cents in 2023/24, 5.5 cents in 2025, 4.5 cents in 2026, 3.5 cents in 2027, 2.5 cents in 2029, and 2.25 cents in 2030 and later; Tier 1 geothermal – 10 cents in 2023/24/25, 9 cents in 2026, 8 cents in 2027, and 6.5 cents in 2030 and later; Tier 2 – 1.5 cents.

Agency: You appoint Ambit as its agent to acquire supply necessary to meet your energy needs, contract for and administer transportation, transmission and related services over interstate facilities and those of the Utility needed to deliver energy to your premises. These services are provided on an arm's-length basis, and market-based compensation is included in the price noted in this Agreement.

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.

Delays Or Failure To Exercise Rights: No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement, and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights hereunder.

Energy Assistance Households: If you become qualified as an Energy Assistance Household, as defined under PUA, and Ambit offers a product that has been approved by the PSC for Energy Assistance Households (an "EA Product"), you agree that Ambit can switch you to an EA Product without you providing additional consent. Ambit will provide you with notice that you have been switched to an EA Product along with the PSC approved Agreement and Contract Summary for the EA Product. Assistance Households cannot be charged more than the Utility's standard offer service rate (electricity) or sales service rate (natural gas), as applicable. Ambit cannot charge an early termination fee to Energy Assistance Households.

Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.

Acceptance And Amendments: This Agreement shall not become effective until accepted by Ambit. Ambit may terminate or amend the terms of this Agreement at any time by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Upon receipt of written notice of a material change, Customer may terminate this Agreement prior to the date such change becomes effective without penalty. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

Force Majeure: The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension, and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the Utility or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any

inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

Assignment: You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit. Ambit may, without your consent, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of Ambit; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit; and/or (d) transfer or assign this Agreement to a certified energy supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, Customer agrees that Ambit shall have no further obligations hereunder.

Limitations Of Liability: Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Ambit. There are no third-party beneficiaries to this agreement.

Representations And Warranties: The Service under this agreement will meet the applicable Utility's standards and may be supplied from a variety of sources. Ambit makes no representations or warranties other than those expressly set forth in this agreement, and Ambit expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

Governing Law: This Agreement shall be governed by, enforced and performed in accordance with the rules of PSC.

DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Summary: Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting Ambit as indicated in the Contact Information section. Also, the Customer dispute or complaint may be submitted by either party at any time to the PSC pursuant to its Complaint Handling Procedure. Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or as warranted by PSC decision. ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.

In the unlikely event that Ambit's customer service department or PSC is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. For any nonfrivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

ARBITRATION AGREEMENT

(1) Ambit and you agree to arbitrate ALL DISPUTES AND CLAIMS between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship

between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;

- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 6555 Sierra Drive, Irving, TX 75039. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled.

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at (800) 778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Ambit's

last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Ambit agree otherwise, 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. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.

Warranties: You represent and warrant to that each of the following is true and accurate:

1. You are at least 18 years old and fully authorized to enter into this Agreement.
2. You are the authorized account holder or have been given proper and binding authorization to change the Services and enter into this Agreement on behalf of the account holder.
3. You are either a residential customer (i.e., a person who receives electric and/or natural gas service under a residential rate classification) or small commercial customer (i.e., a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service or natural gas under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months).
4. You are duly authorized to transact business in the State of Maryland.
5. The person who made the enrollment authorization is either you or your duly authorized representative who has the power to make valid and binding decisions on your behalf regarding your purchase of electric generation services and natural gas supply service.
6. You have received a copy of the Agreement read it and understand its contents.
7. You are not currently receiving energy assistance and did not receive energy assistance from an energy assistance program during the previous fiscal year.