

**CONTRACT AND DISCLOSURE STATEMENT SUMMARY  
CONNECTICUT - STANDARD SERVICE AGREEMENT - FIXED RATE PLAN**

<b>My supplier's information:</b>	Constellation NewEnergy, Inc. is my electric generation supplier (CT DPUC Docket No. 06-07-11). I can call Constellation at its toll-free number 1-855-465-1244 between 8:00 AM and 8:00 PM eastern prevailing time (not including weekends or holidays) or email Constellation at <a href="mailto:home@constellation.com">home@constellation.com</a> . I can visit <a href="http://www.constellation.com/ct-energy">www.constellation.com/ct-energy</a> . I can send a letter through U.S. mail to Constellation NewEnergy, Inc., c/o Customer Care, P.O. Box 4911, Houston, TX 77210.		
<b>How long is my contract?</b>	36 Months ("Term"). The Term of this Agreement will start on the meter read date following acceptance by the Utility ("Start Date") and end on the later of the first Utility meter read date available for de-enrollment on or about <input type="text" value="[[End Date]]"/> or the next meter read date following successful de-enrollment of the Account by the Utility ("End Date"). There may be a delay up to two months or more for the Utility to process the enrollment and de-enrollment of my Account.		
<b>What is my pricing structure?</b>	My pricing structure is the Fixed Rate Plan and includes costs associated with the generation of my electricity supply. The plan will have a fixed rate of 9.59¢/kWh and will be fixed from the Start Date through the End Date. Thereafter, the plan will renew as set forth in the Renewal Notice.		
<b>Are there any late payment fees?</b>	If I do not pay my bill(s), I will be subject to a late payment fee in the amount of 1.5% per month or the highest amount permissible under applicable law, whichever is less.		
<b>When did I contract?</b>	I entered into this Agreement on <input type="text" value="[[Accept Date]]"/> via <input type="text" value="[[Response Method]]"/> .		
<b>How do I contact the Connecticut Public Utilities Regulatory Authority (PURA)?</b>	I can contact the Connecticut Public Utilities Regulatory Authority at 1-800-382-4586 (toll free within Connecticut) or 1-860-827-2622 (outside Connecticut); by sending a letter to: PURA 10 Franklin Square New Britain, Connecticut 06051, Attn.: Consumer Assistance and Information Unit; or by visiting the website <a href="http://www.ct.gov/pura">http://www.ct.gov/pura</a> . I may also learn more about electric generation service in Connecticut by visiting <a href="http://energizeCT.com">energizeCT.com</a> .		
<b>How will I receive notices?</b>	I choose to receive notices from Constellation through U.S. mail at <input type="text" value="[[Address]]"/> (defaults to U.S. mail). I may change this method of notification at any time during the term of this Agreement by calling 1-855-465-1244.		
<b>Can I cancel my contract and are there any early termination fees?</b>	Pursuant to Connecticut law, I have until midnight on the third business day after the later of the day on which I enter into this Agreement or the day on which I receive a copy of the fully executed Agreement to cancel this Agreement without penalty. To cancel this Agreement, I can call Constellation at 1-800-718-1509, send an email or text message to <a href="mailto:home@Constellation.com">home@Constellation.com</a> , or send a letter through U.S. mail to Constellation NewEnergy, Inc., c/o Customer Care, P.O. Box 4911, Houston, TX 77210 and provide to Constellation my full name and, as applicable, my POD ID or Service Account Number as set forth on my invoices. In addition, Constellation provides a 90day Satisfaction Guarantee period to terminate this Agreement without an early termination fee, though I will be responsible for any charges associated with the electricity I use. If I terminate this Agreement outside of both of these time periods, then I may be charged \$50.00.		
<b>Utility</b>	<b>Utility Account Number</b>	<b>Service Address</b>	<b>Contract Price (¢/kWh)</b>
CLP			9.59

<p><b>What happens at the end of my contract?</b></p>	<p>If Constellation decides to renew this Agreement, then between thirty (30) and sixty (60) days prior to the end of the term, Constellation will send me a notice detailing the new Fixed Rate Plan and any conditions that will apply for my renewal including a summary of any new or altered terms. My Agreement will automatically renew at the new price set forth in the Renewal Notice <u>unless</u> I notify Constellation otherwise; provided, that, I will have the right to cancel such renewed agreement within seven (7) business days of receiving the first bill after the renewal without penalty or cancellation fee.</p>
<p><b>How do I contact my Utility?</b></p>	<p>My Utility is responsible for delivering electricity to my home. In cases of emergencies relating to my electricity service, such as a power outage, I should call my Utility: Eversource at (800) 286-2000; United Illuminating at (800) 722-5584.</p>
<p><b>Are there possible savings?</b></p>	<p>During the term of the Agreement, the price may be higher or lower than the Utility's price-to-compare, which changes over time based upon my Utility's procurement structure. Therefore savings are not guaranteed.</p>
<p><b>What incentives are in place, if any?</b></p>	<p>There are no offers currently available.</p>

## CONNECTICUT - STANDARD SERVICE AGREEMENT - FIXED RATE PLAN

I want Constellation NewEnergy, Inc. ("Constellation") to supply my home with all the electricity I need, subject to the eligibility requirements of my local utility ("Utility") and acceptance by Constellation. I am at least 18 years old and fully authorized to enter into this Fixed Rate Plan Service Agreement ("Agreement"). I am a residential customer.

### 1. Constellation Services.

Constellation will supply electricity for my home. Constellation is a retail marketer of electricity and not my Utility. With this Agreement, I have received either a copy of my Enrollment Form, which is on the back of this page, or Welcome Letter, which was included in my initial mailing from Constellation. This Agreement, my Enrollment form or Welcome Letter, and any Renewal Notice (if applicable) reflect my entire agreement ("Agreement") with Constellation and supersede any oral or written statements made in connection with this Agreement or my electricity supply.

### 2. Local Utility Services.

My Utility will continue to deliver electricity to my home, read my meter, send my bill for Utility charges and, unless I choose separate billing, my supply charges, and will continue to make repairs. My Utility will also respond to emergencies and provide other traditional utility services. The electricity I buy from Constellation will be included in my Utility monthly bill or in a separate bill from Constellation. I understand I am not required to switch my electricity to Constellation.

### 3. Term.

Subject to successful enrollment of my Account by the Utility, Constellation will supply my Account for the Term defined above and as specified in my Welcome Letter (unless renewed in accordance with Section 5 below). I understand that the process to enroll and de-enroll my Account with Constellation as my supplier may take up to two or more billing cycles to take effect. Actual meter read dates are determined by the Utility and the exact Start Date and End Date under this Agreement will be determined in accordance with the Utility's actual meter read dates for my Account and upon the Utility successfully enrolling and de-enrolling my Account. This Agreement is subject to the eligibility requirements of my Utility, and Constellation may choose not to accept this Agreement for any reason.

### 4. Price.

Each month I will pay my bill for my electricity, which will be calculated by multiplying (i) the rate of electricity per kilowatt hour ("kwh") by (ii) the amount of electricity used in the billing cycle plus (iii) any applicable fees associated with my rate plan plus (iv) applicable taxes, fees, and charges levied by my Utility for distribution and other services. This rate may be higher or lower than the Utility's rate in any given month. Early termination fees may apply if I terminate this Agreement prior to the end of my Term. Savings are not guaranteed. I am responsible for paying for all electric energy supplied up to the termination date of my Agreement. My bill will include a charge equal to the Price times the total kWh's consumed plus any associated distribution, tax, fee or other Utility charges.

#### Fixed Rate Plan Options:

- **Fixed Rate.** The plan will have a fixed rate of 9.59¢/kWh and will be fixed from the Start Date through the End Date ("Fixed Rate").

**I understand that I can review my existing electric generation service charge for purposes of comparison to my rate under this Agreement by going to [energizect.com](http://energizect.com) and selecting my rate class information.**

### 5. Renewal Notice; Notification of Changes.

If Constellation decides to renew this Agreement, then between thirty (30) and sixty (60) days prior to the end of the Term, Constellation will send me a notice detailing the new Fixed Rate Plan, through a method selected by me as described in Section 15 below, of the conditions that will apply for my renewal ("Renewal Notice"). My Agreement will automatically renew at the new price set forth in the Renewal Notice unless I notify Constellation otherwise; provided, that, if I am a residential customer, I will have the right to cancel such renewed agreement within seven (7) business days of receiving the first bill after the renewal without penalty or cancellation fee. In accordance with this section 5 and section 14 below, Constellation will also send me written notice between thirty (30) and sixty (60) days prior to making any material changes to this Agreement, in which case such changes will become effective unless I notify Constellation in writing that I wish to terminate this Agreement.

### 6. Termination; Guarantee Period.

Pursuant to Connecticut law, I have until midnight on the third business day after the later of the day on which I enter into this Agreement or the day on which I receive a copy of the fully executed Agreement to cancel this Agreement without penalty. To cancel this Agreement, I can call 1-855-465-1244, email or text message home@Constellation.com, or send a letter through U.S. mail to Constellation NewEnergy, Inc., c/o Customer Care, P.O. Box 4911, Houston, TX 77210 and provide to Constellation my full name and, as applicable, my POD ID or Service Account Number as set forth on my invoices. In addition, Constellation has provided me with a 90-day "Guarantee Period," which means I may terminate this Agreement without incurring an early termination fee within 90 days after entering into it (the "Guarantee Period") by notifying my Utility that I would like to return to Utility service. I must also notify Constellation in writing or by calling its customer care center at 1-800-718-1509. Upon my termination of this Agreement during the Guarantee Period, Constellation will return me to being supplied by the Utility at my next available meter read date and I will remain responsible for payment for electricity and related costs and charges incurred under this Agreement through such meter read date. Any incentives Constellation may offer in connection with me entering into this Agreement requires my Account to be active and in good standing at the time the incentive is fulfilled.

- **Early Termination Fee.** If I wish to terminate this Agreement after the end of the Guarantee Period, then I will be required to pay an early termination fee of \$50. I understand that if I move within the state and continue to get service from Constellation at my new residence, I will not be required to pay an early termination fee. The early termination fee referred to in this section is not a penalty, but is designed to compensate Constellation for the cost of buying electricity in advance on my behalf.
- **Timing of Cancellation.** It will take time for my Utility to cancel my Constellation account. During that time I agree to pay for the electricity I consume that is supplied by Constellation. Additionally, Constellation may terminate this Agreement for any nonpayment or any other breach of this Agreement upon 30 days' prior written notice to me of such termination. If I fail to cure within the 30day notice period, Constellation may terminate the Agreement even if I subsequently cure the nonpayment or breach after such period has expired. Constellation may also terminate this Agreement upon 30 days' prior written notice to me due to a Change in Law or other act beyond Constellation's reasonable control or if I am no longer able to serve me. In addition, Constellation reserves the right to reject my enrollment or terminate this Agreement if:
  - I fail to meet or maintain satisfactory credit standing as determined by Constellation;
  - I fail to meet minimum or maximum threshold consumption levels as determined by Constellation;
  - I move within or outside of the Utility's service territory or I fail to remain a Utility distribution customer throughout the term under the applicable residential electric rate class;
  - I fail to be eligible for Utility consolidated billing throughout the term;
  - I rescind my authorization for release of information provided in the "Information Release Authorization; Credit" section below; or
  - I provide any false, inaccurate or misleading information to Constellation or the Utility; or
  - if after receiving the required notice set forth in the Change in Law section I fail to affirmatively accept the new contract terms Constellation proposes to me which address unanticipated increased costs resulting from a change in, or modification of an existing law. In this instance you will not be responsible for an Early Termination Fee.

## 7. Billing and Payment.

- **Budget Billing.** If I have chosen Budget Billing, my monthly payment will be determined as follows: Constellation will use my previous bills and projected future electricity costs to estimate my annual electricity costs, given my rate plan. Approximately every three (3) months, Constellation will review my account and will change the amount that I pay, if necessary, to ensure that I am making appropriate payments based on the amount of electricity I have been using. At least once a year, Constellation will calculate the difference between what I have paid and what my actual electricity costs have been during the year. If I have paid more than is required, Constellation will adjust the amount of future Budget Billing, or credit the excess payment to the Constellation portion of my electricity bill. If I have paid less, Constellation will adjust the amount of my future Budget Billing or bill me for the difference. I agree to pay for this difference.
- **Bill Payment and Collection.** I may receive a single bill for both my electricity and the delivery of such electricity from my Utility or each may be invoiced separately. My bill(s) must be paid within twenty (20) days. If I do not pay my bill(s), I may be subject to termination of my electricity service under procedures approved by The Connecticut Public Utilities Regulatory Authority ("PURA"), Constellation may terminate this Agreement and I will be subject to a late payment fee in the amount of 1.5% per month or the highest amount permissible under applicable law, whichever is less. All returned checks will be subject to the maximum fee allowed by law. If I have chosen to be billed separately for supply, Constellation can provide me with an estimated bill only under limited circumstances and if Constellation clearly indicates on the bill that it is based on estimated usage. If I have difficulty paying my bill, I may be eligible for third party billing or deferred payments through my Utility. I can contact my Utility for details about available programs.
- **Dispute Resolution.** If I have a question about my bill(s) I may contact Constellation by calling Customer Care at 1-855-465-1244, M-F 8AM-8PM EST; by sending a letter to: Constellation NewEnergy, Inc., c/o Customer Care, P.O. Box 4911, Houston, TX 77210, or by sending an email to: [home@Constellation.com](mailto:home@Constellation.com). Constellation will refer all complaints to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If I am still not satisfied, I may contact a Constellation supervisor, and he or she will respond promptly. If a dispute cannot be resolved, I may appeal to the PURA by calling 1-800-382-4586 (toll free within Connecticut) or 1-860-827-2622 (outside Connecticut), or by sending a letter to: PURA 10 Franklin Square New Britain, Connecticut 06051, Attn.: Consumer Assistance and Information Unit; or by visiting the website <http://www.ct.gov/pura>.

## 8. Emergency

IN AN EMERGENCY I SHOULD IMMEDIATELY CALL MY UTILITY (Eversource AT 1-800-286-2000, OR UI AT 1-800-722-5584) AND LOCAL EMERGENCY PERSONNEL AT 911.

## 9. Service Complaints.

If I experience service problems I should contact my Utility by phone (Eversource at 1-800-286-2000 or UI at 1-800-722-5584).

## 10. Limitation of Liability, Warranty, and Jury Trial Waiver.

CONSTELLATION WILL NOT BE RESPONSIBLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. CONSTELLATION DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOTH CONSTELLATION AND I AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

## 11. Force Majeure.

Constellation will not be responsible for supplying electricity to me in the event of circumstances beyond its control such as events of Force Majeure (as defined by my Utility or any transmitting or transportation entity) including but not limited to acts of terrorism, sabotage, or acts of God. If there is a change in any law, rule, or pricing structure, including but not limited to a change in Capacity charges in New England, which results in Constellation being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Constellation may terminate this Agreement.

## 12. Information Release Authorization; Credit.

I authorize Constellation to obtain my usage and/or payment history and credit information. Constellation may refuse to accept me as a customer if my credit score does not meet or exceed its enrollment criteria. If I am accepted as a customer, Constellation may report my payment experience to credit reporting agencies. I authorize Constellation to release my customer information, including but not limited to contact information, account number and electricity usage information, to third parties that need to know such information in connection with my power and energy service and to Constellation's affiliates and subcontractors, to the extent permitted by law. Constellation will not otherwise release my customer information without my consent. These authorizations will remain in effect as long as this Agreement is in effect, or I may rescind such authorizations at any time by contacting Constellation by calling Customer Care at 1-855-465-1244, M-F 8AM-8PM EST; by sending a letter to: Constellation NewEnergy, Inc., c/o Customer Care, P.O. Box 4911, Houston, TX 77210, or by sending an email to: [home@Constellation.com](mailto:home@Constellation.com).

**13. Insolvency.**

I acknowledge that this Agreement is a forward contract that you may terminate or liquidate in the event of my insolvency or bankruptcy.

**14. Change in Law.**

This Agreement is subject to any future legislation, orders, rules, regulations or your Utility tariff or policy changes ("Change in Law"). In addition to Constellation's right to revise the terms and conditions of this Agreement as provided in the Section 5 above, this Agreement may be revised at any time by Constellation upon the occurrence of a Change in Law. If Constellation requests such a change, they will provide me written notice of the changed prices and/or terms and conditions and I will have an opportunity to terminate this Agreement without any further obligation by notifying Constellation in writing within 30 days after the date of the notice of the new prices and/or terms and conditions, in which case my Agreement will terminate effective as of the next meter read date after expiration of the required notice period. I will remain responsible for any unpaid balance as of the termination date but Constellation will not assess an early termination fee. If there is a Change in Law, including but not limited to a change in Capacity charges in New England, which results in Constellation being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Constellation may terminate this Agreement.

**15. Miscellaneous.**

I will promptly notify Constellation if there are any drastic changes in my electricity consumption. For purposes of accounting both parties accept the quantity, quality and measurements determined by my Utility. Except as otherwise provided by law I will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement and the Welcome Letter reflect my entire agreement with Constellation and supersede any oral or written statements made in connection with this Agreement or my electricity supply pursuant to Section 10 There may be a delay before my Utility switches my electricity supply to Constellation; Constellation is not responsible for any such delays. I may not assign my interests and obligations under this Agreement without the express written consent of Constellation. Constellation may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof in connection with any financial agreement and may assign this Agreement to another electricity supplier or other entity as authorized by the PURA. All notices, including my Renewal Notice, shall be sent to me through one of the following methods as chosen by me: 1) U.S. mail or 2) electronic mail (defaults to U.S. mail). I understand that I may change such selection at any time during the Agreement by calling 1-800-785-4373. Any required notice will be considered to have been made if the appropriate party is contacted (or Constellation attempts to contact and fails through no fault of its own) in the method that I selected. Any payments due under this Agreement, and all provisions relating to the payment and collection thereof, and the provision contained in the "Limitation of Liability, Warranty, and Jury Trial Waiver" section above, will survive expiration or termination for any reason.