



1930 Marlton Pike East Suite N73, Cherry Hill, NJ 08003  
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### Maryland Electricity Contract Summary

<b>Supplier Information</b>	SunSea Energy, LLC 1930 Marlton Pike East Suite N73, Cherry Hill, NJ 08003, <a href="http://www.sunseaenergy.com">www.sunseaenergy.com</a> Tel: 1.844.277.7517, Fax: 215.790.6224, <a href="mailto:customer@sunseaenergy.com">customer@sunseaenergy.com</a> MD License No. ER-4150
<b>Price Structure</b>	<b>This is a Variable Price Agreement.</b> A variable rate is a rate, per kilowatt hour, that may change on a monthly basis. The price each month shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by SunSea Energy's discretion, plus all applicable taxes, fees, charges or other assessments and SunSea Energy's costs, expenses, and margins. There is no cap on the variable price. Customers can call SunSea Energy at 844-277-7517 or visit our website at <a href="http://www.sunseaenergy.com">www.sunseaenergy.com</a> for current and future variable pricing. Please note that historical prices are not indicative of present or future pricing.
<b>Supply Price</b>	The electric supply price for the first month of service will be \$ _____ per kilowatt hour. Thereafter the price will vary based on the factors set forth above. The price quoted does not include any tax, utility distribution charge, or other utility fee or charge. Furthermore, this price is not regulated by the Maryland Public Service Commission.
<b>Statement Regarding Savings</b>	The supply price does not guarantee savings.
<b>Incentives</b>	This 100% renewable energy product matches your electricity consumption with nationally sourced Renewable Energy Certificates (RECs) that have been certified by state or regional renewable portfolio standards administrators. See your Terms of Service for additional details.
<b>Contract Start Date</b>	SunSea Energy will begin furnishing electricity supply on the next applicable meter read date after the enrollment is completed by your utility.
<b>Contract Term / Length</b>	This contract will continue on a month-to-month basis until terminated by either party.
<b>Cancellation / Early Termination Fees</b>	There is no early termination fee.
<b>Renewal Terms</b>	Upon completion of the initial one-month term, this Agreement will renew automatically and continue in full force and effect on a month-to-month basis thereafter unless either party elects not to renew.

For additional information, refer to your Terms of Service. Please retain this document for your records.  
If you have any questions regarding this agreement, contact SunSea Energy using the information above.



## Maryland Residential and Small Commercial Electric Service Purchase & Sale Agreement TERMS OF SERVICE

**1. Agreement to Sell and Purchase Energy.** This Terms of Service and the Maryland Electric Contract Summary ("Contract Summary") are incorporated into the Maryland Residential and Small Commercial Electric Service Purchase & Sale Agreement ("Agreement") executed by SunSea Energy, LLC ("SunSea"), and the Customer. The purpose of this document is to authorize a change in the Customer's Electricity Supply service to SunSea Energy. Subject to the terms and conditions of this Agreement, SunSea Energy agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by SunSea Energy, necessary to meet Customer's requirements based upon consumption data obtained by SunSea Energy or the delivery schedule of Electric Distribution Company ("EDC"). SunSea Energy is licensed by the Maryland Public Service Commission (License No.ER-4150) to provide electricity supply service. SunSea Energy is not affiliated with and does not represent the EDC. The EDC will continue to deliver the electricity supplied by SunSea Energy. Customer understands that switching to an electricity supplier is not mandatory, and the customer has the option of remaining with the EDC standard offer service for electricity supply.

Electric generation service will be provided in accordance with existing connection requirements unless Customer requests a change by the EDC and pay for the cost of that change. Customer may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric power under this Agreement will be measured at the delivery point by the EDC providing the delivery service in accordance with the terms of the applicable tariff for electric generation service. SunSea Energy and Customer will be bound by the measurement from the meters owned, installed, maintained, and read by the EDC. The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.

**2. Term, Renewal.** This Agreement will start as of the date of enrollment with SunSea Energy is deemed effective by the EDC and shall continue on a month-to-month basis with a monthly variable rate methodology until either party cancels the agreement. While receiving service on a month-to-month basis, either party may cancel or terminate this Agreement by providing thirty (30) days' advance written notice of termination to the other party. The Customer may notify SunSea Energy of its desire to cancel in writing to 1930 Marlton Pike East Suite N73, Cherry Hill, NJ 08003.

**3. Pricing. This is a Variable Price Agreement the amount of which is reflected in your Contract Summary.** A variable rate is a rate, per kilowatt hour, that may change on a monthly basis. Whereas a fixed rate is a rate that is set at a fixed price, per kilowatt hour, that remains the same for the contract term/length. The price for electricity supply under this agreement each month shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by SunSea Energy's discretion, plus all applicable taxes, fees, charges or other assessments and SunSea Energy's costs, expenses and margins. The price quoted does not include any tax, utility distribution charge, or other utility fee or charge. Furthermore, this price is not regulated by the Maryland Public Service Commission. **There is no cap on the supply price and there is not limit on how much the price may change from one billing cycle to the next.** For future pricing information, please visit [www.sunseaenergy.com](http://www.sunseaenergy.com) or call SunSea Energy at 1-844-277-7517. Historical prices are not indicative of future prices. SunSea Energy reserves the right to request a credit history on an applicant for service prior to offering service and to refuse service to anyone who does not meet SunSea Energy's credit standards.

**4. Billing.** Depending on the Customer's EDC, Customer may receive a single bill that includes both SunSea Energy's supply charges and the EDC's charges for delivering the electricity, either from SunSea Energy or the EDC. Alternatively, the EDC and SunSea Energy may invoice Customer separately. If SunSea Energy Invoices Customer monthly for energy supplied under this Agreement, as measured by the EDC, Customer will pay invoice in full within fifteen (15) days of the invoice date or be subject to a past due payment charge. SunSea Energy reserves the right to require security deposits from residential and commercial Customers that are billed directly by SunSea Energy. Billing cycle is at a minimum 25 days. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with Customer's local utility's billing policies.

Failure by a Customer to make full payment of SunSea Energy charges due on any bill prepared by the EDC for SunSea Energy will be grounds for disconnection of Utility services in accordance with the Maryland Public Service Commission regulations on the termination of service. A thirty-dollar (\$30) fee will be charged for all returned payments. SunSea Energy does not offer budget billing for the generation supply portion of the bill.

**5. Termination Fees and Penalties.** Customers may cancel this Agreement upon 30 days prior written notice to SunSea Energy. SunSea Energy may terminate this Agreement with thirty (30) days written notice. Common reasons for SunSea Energy to terminate the Agreement, include, but are not limited to, non-payment of SunSea Energy's charges for electricity supply, termination of the customer's electric service by the EDC, or failure of customer to provide a requested security deposit or comply with any other provisions of this Agreement, breaches any warranty or representation to SunSea Energy; makes an assignment for the benefit of creditors, files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors. SunSea Energy will notify Customer of its intent to terminate service at least thirty (30) days prior to the effective date of termination and, unless another competitive supplier is chosen by Customer, Customer's supply service will thereafter be provided by the EDC and Customer remains responsible for amounts due and outstanding charges incurred up to the switch date by the EDC. If this Agreement is canceled, expires, or otherwise terminated, Customer will receive uninterrupted service from the EDC until Customer designates another provider of electric generation service or service is shut off by the EDC. Only the EDC may shut off electric power.

**6. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of SunSea Energy. SunSea Energy 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 supplier or other entity as authorized by the Maryland Public Service Commission.

**7. Information Release Authorization.** Customer hereby authorizes SunSea Energy to obtain and review the following information from the EDC:

consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, and eligibility for economic development or other incentives. At SunSea Energy's request, Customer will provide an authorization which grants SunSea Energy the authority to obtain Customer's current and historic electricity cost and usage data from the EDC, and other information specified in the authorization. Unless rescinded, this authorization shall be valid during the term of this Agreement. This information may be used by SunSea Energy to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. If SunSea Energy determines, prior to offering service or at any time during the term of this Agreement, that Customer's credit is unsatisfactory, SunSea Energy has the right to require Customer to make alternate payment or credit arrangements to ensure prompt payment of amounts owed or otherwise payable under this Agreement including, without limitation, the posting of an initial or subsequent security deposit or an increase in the amount of any deposit. Customer's execution of this Agreement shall constitute authorization for the release of this information, collectively the Customer Information, to SunSea Energy. 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 SunSea Energy or by calling SunSea Energy at 1-844-277-7517. SunSea Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**8. Consumer Protections.** The services provided by SunSea Energy to Customer are governed by the terms and conditions of this Agreement, the procedures approved by the Maryland Public Service Commission ("MD PSC") and other applicable law. In the event of non-payment of any charges owed to SunSea Energy, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the MD PSC. There is no charge for starting or stopping electric generation service, if done within the terms of this agreement. Nothing contained in this Agreement shall constitute a waiver of any rights Customer may have under Maryland or federal consumer protection laws. Customer may obtain additional information by contacting SunSea Energy or the MD PSC, and contact information is provided below.

**9. Right of Rescission.** Customer has the right to rescind this Agreement by the end of the third (3<sup>rd</sup>) business days of signing (if executed in person), or from receipt of this Agreement (if enrolled via internet-based sale), whichever occurs first, by contacting SunSea Energy by phone or in writing. Contact SunSea Energy at 1-844-277-7517 or in writing at SunSea Energy 1930 Marlton Pike East Suite N73, Cherry Hill, NJ 08003. This Agreement is not legally binding until the rescission period has expired and Customer has not, directly or indirectly, rescinded selection. Customer is responsible for all SunSea Energy charges until the Customer returns to the Utility or another supplier.

**10. Agency.** Electric: Customer hereby designates SunSea Energy as agent to: (a) arrange and administer contracts and service agreements between Customer and SunSea Energy and those entities including the ISO engaged in the generation, transmission, and delivery of Customer electricity supplies; and (b) schedule for the delivery of electricity to the Sales Point and the Customer's end-use premises. SunSea Energy as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. The Sales Points for the electricity will be a point at the ISO SunSea Energy load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**11. Addition or Deletion of Account(s).** At any time during the term of this Agreement, upon advance written notice to SunSea Energy, Customer may request to add accounts to be served pursuant to this Agreement or to delete accounts from service for no early termination fee, up to the point at which the contracted volumes remain constant and unchanged in aggregate. Account addition(s) that cause the add/delete band to be exceeded may be, at SunSea Energy's sole discretion, added at the Contract Price. If SunSea Energy does not offer to add such account addition(s) at the Contract Price, Customer and SunSea Energy may agree to a price for the additional volumes. Account deletion(s) in excess of the add/delete band may be, at SunSea Energy's sole discretion, deleted for no early termination charge for such deletion(s). If SunSea Energy does not offer to delete such account(s) for no early termination charge, Customer shall pay SunSea Energy for the liquidation value (Contract Price less current market price) of the associated quantity liquidated within fifteen (15) days of notice from SunSea Energy of such amount due. The timing of completion for any addition or deletion shall be determined by the enrollment/drop rules in effect for the applicable market.

**12. Title.** Customer and SunSea Energy agree that title to, control of, and risk of loss to the electricity supplied by SunSea Energy under this Agreement will transfer from SunSea Energy to Customer at the Delivery Point(s). Where applicable, Customer shall indemnify and defend SunSea Energy from all claims for any loss, damage, or injury to persons or property, including without limitation all consequential, incidentals, exemplary, or punitive damages arising from or relating to the distribution or consumption of electricity at and after the point at which the EDC delivers the electricity to Customer's facilities to which the Account(s) pertain.

**13. Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and SunSea Energy. SunSea Energy makes no representations or warranties other than those expressly set forth in this Agreement, and SunSea Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use, or arising out of any course of dealing or useable of trade.

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

**15. Liability.** In no event will either SunSea Energy or Customer be liable for consequential, incidental, exemplary, indirect, special, or punitive damages (including lost profits or other business interruption damages), whether by statute, in contract or tort, even when result of negligence (whether sole, joint, concurrent, active, or passive). These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**16. Contact Information.** Customer may contact SunSea Energy's Customer Service Center at 1-844-277-7517, Monday through Friday 9am-5pm

EST (hours subject to change). Customer may write to: SunSea Energy at: SunSea Energy 1930 Marlton Pike East Suite N73, Cherry Hill, NJ 08003. Maryland Public Service Commission William Donald Schaefer Tower, 6 St. Paul Street, 16th Floor, Baltimore, Maryland 21202, Phone: (800) 492-0474 [www.psc.state.md.us](http://www.psc.state.md.us).

Electric Distribution Co.

Baltimore Gas & Electric Company: 1-800-685-0123 for Residential, 1-800-265-6177 for Business

PEPCO: 1-202-833-7500

Delmarva: 1-800-375-7117

Southern Maryland Electric Cooperative: 1-888-440-3311

**17. Dispute Resolution.** Residential Customers: In the event of a billing dispute involving SunSea Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact SunSea Energy by telephone or in writing as provided above. If the complaint is not resolved after contacting SunSea Energy or for general utility information, residential and business customers may call the PSC toll free at (800) 492-0474, or write the PSC at Maryland Public Service Commission, William Donald Schaefer Tower, 6 St. Paul Street, 16th Floor, Baltimore, Maryland 21202 or online at [www.psc.state.md.us](http://www.psc.state.md.us). The Customer shall remit payment as required during the dispute, and such payment shall be refunded if warranted by the dispute's resolution.

**18. Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement shall be Maryland. This Agreement shall be construed under, and shall be governed by, the laws of the state of Maryland. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

**19. 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 SunSea Energy's net income, shall be paid by Customer and Customer agrees to indemnify SunSea Energy and hold SunSea Energy harmless from and against any and all such taxes.

**20. 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 requires the change of any material term, condition, or provision of this Agreement, SunSea Energy shall have the right to modify this Agreement to reflect such Regulatory Change by providing thirty (30) days' written notice of such modification to the Customer.

**21. Emergency Service.** The EDC 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 EDC.

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

**23. Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and SunSea Energy have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein. Any failure by SunSea Energy to enforce any term or condition, or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of service or to exercise rights under this Agreement.

**24. Renewable Energy Product.** For customer's receiving a renewable energy product, SunSea Energy will ensure that the agreed upon percentage of Customer's electricity supply comes from regional renewable energy resources such as biomass, biogas, wind, solar, and hydro that have been certified as such by a state or regional renewal portfolio standards administrator. SunSea Energy shall retire one renewable energy credit for each megawatt-hour (MWh) of retail sales of electricity marketed as having characteristics of a Tier 1 renewable source or a Tier 2 renewable source. The percentage is in addition to the Maryland Renewable Portfolio Standard ("RPS") which for 2021 is 30.8% from Tier 1 renewable resources, including at least 7.5% derived from solar energy. SunSea Energy may meet its RPS obligation by paying a compliance fee of 3 cents per kilowatt-hour for Tier 1 shortfall, and 10 cents per kilowatt-hour for a solar shortfall to the Maryland Strategic Energy Investment Fund under Public Utilities Article, §7-705(b), Annotated Code of Maryland.

**25. Signatory Affirmation.** The individual enrolling on behalf of Customer affirms that he or she is authorized to make decisions regarding the account and voluntarily authorizes SunSea Energy to make the enrollment. Customer agrees to accept all notifications by email to the email address provided at time of enrollment, or subsequently provided to SunSea Energy.

**26. Energy Consumption Information.** (Commercial Customers only) Customer hereby agrees, upon request, to provide SunSea Energy with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as SunSea Energy may reasonably require to provide electricity supply service pursuant to this Agreement. Customer's expected energy usage for the Accounts may change for several reasons including, without limitation, additional equipment going on-line, ramp-up in equipment use, equipment modifications, increasing operating hours, remodel or facilities, new construction, applications for new construction permits, participation in demand response programs, participation in special government electricity supply programs or on-site electric generation of any type or size. Customer shall provide SunSea Energy at least thirty (30) days advance notice whenever it believes that Customer's estimated monthly aggregate usage will materially change from Customer's historical monthly usage, weather normalized, and shall provide good faith estimates of such usage changes.