

# BALTIMORE GAS AND ELECTRIC COMPANY

## Residential Customer List Agreement

THIS CUSTOMER LIST AGREEMENT (“Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, (“Effective Date”) by and between BALTIMORE GAS AND ELECTRIC COMPANY (“BGE”) and \_\_\_\_\_ (“Supplier”) (collectively referred to as “Parties”).

Whereas, the Maryland Public Service Commission has authorized BGE to provide suppliers a residential Customer List on an annual basis; and

Whereas, BGE and Supplier desire to enter into this Agreement whereby BGE agrees to provide Supplier a Customer List in accordance with the terms and conditions of BGE’s Electricity Supplier Coordination Tariff and BGE’s Gas Supplier Tariff, if applicable (collectively, Supplier Tariffs).

Therefore, the Parties intending to be legally bound, do hereby agree as follows:

1. **Applicable Tariff.** All of the terms and conditions of the Supplier Tariffs, as amended from time to time, are fully incorporated into this Agreement. Parties will be bound by the currently effective Supplier Tariffs throughout the term of this Agreement. Suppliers that do not offer gas solicitations will not be subject to the Gas Supplier Tariff. Amendments or modifications to the Supplier Tariffs shall be effective with respect to service pursuant to this Agreement on the date specified by the Maryland Public Service Commission. In the event of a conflict between this Agreement and the Supplier Tariffs, the Supplier Tariffs will control.
2. **Fee.** BGE will charge for the list, and Supplier agrees to pay, a fee specified in the currently effective Supplier Tariffs.

3. **Customer Opt-out.** Within five (5) business days of receipt of written notification from BGE that a customer has elected to opt-out of inclusion in a Supplier solicitation, Supplier shall remove that customer from inclusion in further Supplier solicitations. Supplier shall provide written confirmation that the customer has been removed.

4. **No Representations.** BGE has not made or shall make any representation or warranty, express or implied, as to the accuracy or completeness of the information provided under this agreement and that BGE shall not have any liability to Supplier relating to or resulting from the use of this Customer List information (as defined below) or any errors therein or omissions therefrom.

5. **Confidentiality.** The customer information which includes the information identified in the Supplier Tariffs (collectively referred to herein as the “Customer List”) that BGE makes available to the Supplier under this agreement is Confidential (“Confidential Information”). Supplier warrants to BGE that Supplier will not sell the Customer List to a third party. Supplier represents that it will only use list for gas and electric supply solicitations. Supplier agrees to hold such Confidential Information in the strictest confidence and not to disclose same or release it to any other person except to its Representatives who need to know the information for purposes of performing solicitations and as otherwise permitted hereunder. It is further agreed that Supplier shall take reasonable measures to ensure that its agents, representatives, officers, directors, employees, consultants, and agencies (collectively, “Representatives”) do not disclose such Confidential Information. Confidential Information does not include information disclosed by BGE which (a) at the time of disclosure or thereafter is generally available

to and known by the public (other than as a result of a disclosure in violation of this Agreement), (b) was available to Supplier on a non-confidential basis from a source other than BGE, provided that such a source is not and was not bound by a confidentiality agreement with BGE, or (c) has been independently acquired or developed by Supplier without violating any of the obligations under this Agreement. The Supplier will not disclose this Confidential Information to any person (other than to its Representatives) without the prior written consent of BGE.

6. **Legally Compelled Disclosures.** In the event that Supplier becomes legally compelled (by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a government body) to disclose any of the Confidential Information, prompt prior written notice of any such requirement shall be provided to BGE so that BGE may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, and irrespective of whether or not compliance with the provisions hereof is waived, only that portion of the Confidential Information which Supplier is advised in writing by its counsel is legally required to be disclosed shall be disclosed and best efforts shall be made to obtain assurance that confidential treatment will be accorded such Confidential Information.

7. **Indemnification.** Supplier shall indemnify and hold harmless BGE, its directors, officers, employees, and agents from all claims, liability, losses, and costs (including without limitation reasonable attorneys' fees) (together "Indemnified Amounts") that may be asserted against or incurred by BGE in connection with Supplier's failure to

comply with the obligations set forth in this Agreement, unless the Indemnified Amounts are found by a court of competent jurisdiction to be the result of BGE's gross negligence or willful misconduct. In no event shall either BGE hereto be liable for special, indirect, punitive or consequential damages including without limitation the loss of profits or revenue, whether based on contract or tort (including negligence) strict liability or otherwise and whether or not either or both Parties were advised of the possibility or likelihood of occurrence.

8. **Notices.** All notices and other communications hereunder shall be in writing, personally delivered or sent by facsimile or certified mail, return receipt requested, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party and shall be effective from the date of receipt.

9. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Maryland (without regard to the conflict of law principles of such state), including all matters of construction, validity and performance.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

11. **Term and Termination.** This Agreement shall become effective as of the Effective Date and shall terminate September 30 of each year. After the termination date, the Supplier may no longer use the list for further solicitations. The

confidentiality provision in Section 5 of this Agreement shall survive indefinitely, after expiration of this Agreement.

12. **Assignment.** Obligations under this Agreement may not be assigned or transferred to any other person, firm or entity without the prior written consent of both parties, which consent may be withheld in the sole and absolute discretion of both parties. A merger, acquisition, or consolidation involving BGE or Supplier will not require prior written consent of BGE or Supplier, as applicable This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and permitted assigns.

13. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Billing Services Agreement to be executed, under seal, as of the day and year first above written.

Baltimore Gas and Electric Company

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Title:

By: \_\_\_\_\_

Print Name:

Title:

[Company Address]

Choice Programs  
2 Center Plaza  
110 West Fayette Street  
Baltimore, MD 21201

Email: electric.supplier.relations@bge.com

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_