

May 27, 2020

VIA ELECTRONIC FILING

Pennsylvania Public Utility Commission
Secretary
400 North Street, Keystone Building
Harrisburg, PA 17120

Re: *Marathon Power, LLC d/b/a Marathon Energy*
A-2014-2433775
A-2622882
Revised Large Commercial and Industrial Customer Contract

Dear Secretary Chiavetta:

On behalf of Marathon Power, LLC d/b/a Marathon Energy (“Marathon”), enclosed please find a sample of the revised customer contract which will be used by Marathon to acquire large commercial and industrial customers in Pennsylvania.

Thank you for your attention to this filing. Please do not hesitate to contact me if you have any questions.

Very truly yours,


Murray E. Bevan

Enclosure

cc: Tammy Maule (via electronic mail only)



Dual Billed: Yes No

REF ID:

**LARGE COMMERCIAL & INDUSTRIAL CUSTOMER
ELECTRIC GENERATION AND NATURAL GAS SUPPLY AGREEMENT – PENNSYLVANIA**

CUSTOMER INFORMATION										Custom Price <input type="checkbox"/> Matrix Price <input type="checkbox"/>				
New <input type="checkbox"/> Renewal <input type="checkbox"/>					Customer Name:					Account Name:				
Billing Address:					Service Address:									
City:		State	Zip Code:	Attention:			City:		State:	Zip Code:				
Telephone:			Cell Number:			Utility:		E-mail:			<input type="checkbox"/> Email all future mail			
<input type="checkbox"/> Large Commercial		Rate Class			<input type="checkbox"/> Heating		Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No		100% Green Energy					
<input type="checkbox"/> Industrial					<input type="checkbox"/> Non- Heating		Tax Exempt #: _____		(Electric Only) <input type="checkbox"/>					
Electricity Account # / POD ID / Customer #:														
Natural Gas Account # / POD ID:														
Natural Gas	Term Months	Req. Start Date:			<input type="checkbox"/> Variable		<input type="checkbox"/> Fixed Price \$ /Dekatherm (CCF)		<input type="checkbox"/> Contracted NYMEX+ \$ /Dekatherm (CCF)					
Electricity	Term Months	Req. Start Date:			<input type="checkbox"/> Variable		<input type="checkbox"/> Fixed Price \$ /kwh							
Variable:	The initial monthly price is \$ _____ for gas and \$ _____ for electricity. This price is effective until _____. Thereafter, the commodity price will change each month and may be higher or lower than the EDC/NGDC price. All prices include PA Sales Tax.													
Special Comments:	Price is based on historical usage of prior year. Any deviation in usage greater than _____% of usage indicated on Schedule A may result in additional charges. <input type="checkbox"/> (Does not include Line Losses if box is checked)													



Terms of Service

1. **Agreement to Sell and Purchase Energy.** This is an agreement between Marathon Power LLC D/B/A Marathon Energy ("Marathon"), an independent Electric Generation Supplier ("EGS") / Natural Gas Supplier ("NGS"), and you ("Customer") under which Customer authorizes Marathon to initiate natural gas and/or electricity supply service and begin Customer's enrollment with Marathon ("Agreement"). The purpose of this Agreement is to authorize a change in Customer's natural gas and/or electric generation supplier. Customer agrees to obtain natural gas supply/electric supply service from Marathon. Subject to the terms and conditions of this Agreement, Marathon agrees to sell, and Customer agrees to purchase and accept, all the natural gas and/or electricity required to serve Customer's account(s) listed on Schedule A of this Agreement ("Base Load"). Marathon does not guarantee savings under this Agreement. Customer's local Natural Gas Distribution Company ("NGDC") and/or Electric Distribution Utility ("EDC") will continue to deliver the natural gas and/or electricity supplied by Marathon. Marathon sets the electric generation / natural gas prices and charges that the customer will pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. Marathon is licensed by the Pennsylvania Public Utility Commission ("PUC" or "Commission") to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2014-2433775. Marathon does not guarantee savings with this enrollment. Customer has been advised of all risks associated by signing this Agreement.
2. **Notices to Customer.** If you have a fixed term contract approaching the expiration date, or whenever Marathon proposes to change the terms of service in any type of contract, Customer will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. For natural gas supply service, the first notice will be sent to the customer approximately 60 to 75 days in advance, and the second notice will be sent at least 45 days in advance, of the expiration date or the effective date of the proposed changes. For electric generation supply service, the first notice will be sent to the customer approximately 45 to 60 days in advance, and the second notice will be sent at least 30 days in advance, of the expiration date or the effective date of the proposed changes.
3. **Information Release Authorization.** Customer authorizes Marathon to obtain and review "Customer Information", which includes, but is not limited to, customer name, address, telephone number, usage habits or history, peak demand and payment history, and information regarding Customer's credit history from credit reporting agencies. This information may be used by Marathon 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. Customer's execution of this Agreement shall constitute authorization for the release of this information to Marathon. 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 Marathon or by calling Marathon at 1.888.779.7255. Marathon reserves the right to terminate this Agreement pursuant to the provisions of Section 8 of this Agreement in the event Customer rescinds the authorization.
4. **Definitions.** For natural gas service, "commodity charges" are the charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (dekatherms). "Customer charge" is a monthly charge to cover NGDC costs such as maintaining the gas lines, meter reading and billing. "Distribution charges" are the charges for the delivery of natural gas from the point of receipt into the NGDC's system. For electric service, "Distribution charges" are part of the basic service charges on every customer's bill for delivering electricity from the electric distribution company to your home or business. The distribution charge is regulated by the Public Utility Commission. This charge will vary according to how much electricity you use. "Generation charges" are part of the basic service charges on every customer's bill for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. This charge depends on the contract between the customer and the supplier. "Transmission charges" are part of the basic service charges on every customer's bill for transporting electricity from the source of supply to the electric distribution company. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.
5. **Pricing.** Customer's pricing under this Agreement shall be as follows, based on the pricing selection identified on the first page of this Agreement:
 - a. **Electric Generation and/or Natural Gas Fixed Pricing:** If Customer is receiving natural gas or electric generation supply service at a Fixed Price, Customer will be billed at the Fixed Price indicated on the first page of this Agreement for the Initial Fixed Price Term, subject, among other things, to Section 5(e) and Section 18 of this Agreement.
 - b. **Electricity/Natural Gas Variable Pricing:** If Customer is receiving electric generation or natural gas supply service at a variable price, Customer shall be billed at a variable price that may vary each billing cycle based on the costs, including, but not limited to, commodity, losses, capacity, NYMEX, basis, storage and balancing, ancillary services, related transmission and distribution charges, all supply and agency functions that Marathon performs for the Customer, transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments plus Marathon's costs, expenses, and profit margins. Price will change monthly, and customer will be informed of the monthly change when they receive their bill. Additionally, customers who have provided an email address will receive notification of the price at the beginning of each month. There is no guaranteed savings compared to the EDC/NGDC price; your price may be higher than the EGDC/NGDC price, and THERE IS NO LIMIT ON HOW MUCH THE PRICE OF SUPPLY SERVICE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT. Historical pricing information may be accessed by calling 1-888-378-9898 or by visiting www.mecny.com. Historical pricing is not indicative of present or future pricing.
 - c. **Natural Gas NYMEX+ Variable Pricing:** If Customer is receiving natural gas supply service at a NYMEX + price for the Initial Variable Price Term, Customer shall be billed at a floating price that will vary from month to month based on the Henry Hub Natural Gas Monthly settled per therm price (converted to ccf/mcf where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the contracted adder per therm (converted to dth/ccf/mcf where applicable) set forth on the first page of this Agreement, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
 - d. **All Pricing:** Under all pricing options, Customer is also responsible for paying and reimbursing Marathon for all applicable taxes and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales and use taxes imposed on Marathon and/or Customer by federal, state, and/or local authorities that Marathon passes through to Customer. If Customer is tax exempt or eligible for economic development incentives, Customer must furnish Marathon with an exemption certificate or other evidence of same satisfactory to Marathon before service commences.
 - e. **Price Adjustments:** Notwithstanding anything else set forth herein, the following potential adjustments may impact Customer's price under this Agreement:
 - i. **Service Class:** If during the enrollment process the EDC/NGDC determines that Customer's service classification is different from the service classification indicated on the first page of this Agreement, Marathon reserves the right to adjust Customer's price under this Agreement to reflect that of the service classification identified by the EDC/NGDC. Marathon will provide Customer with two written notices of any such adjustment in price.
 - ii. **Transportation Adjustment Clause Charge:** If Customer is receiving electricity and/or natural gas supply service under a Fixed Price or NYMEX + price and Customer's gas utility shifts any Charge from Customer's delivery charges to Customer's supply portion, Marathon may adjust Customer's supply price to include such additional Charge. Marathon will provide Customer with two written notices of any such adjustment in charges.
 - iii. **Quantity Variances:** Unless otherwise indicated on the first page of this Agreement, for all Fixed Price, LMP Index + and NYMEX + agreements, if Customer's Load in any period exceeds the level of Load in the same period indicated in the "Usage Base Load" on Schedule A by more than the tolerance band indicated, Marathon reserves the right to charge Customer the current variable price for all Load in excess of the Usage Base Load. If Customer's Load in any period falls by the tolerance band indicated or more below the level of Load in the same period indicated in the Usage Base Load, Marathon reserves the right to charge such Customer an additional amount equal to the Fixed Price indicated on the first page of this agreement multiplied by the difference between the Usage Base Load and Customer's actual Load. Marathon also reserves the right to charge Customer for all hedging, cash-out, settlement, and/or balancing costs related to the positive difference between the Usage Base Load and actual Load. The previous 12 months of the Customer's historical Load obtained from the NGDC/EDC shall be used where no



Usage Base Load addendum is attached hereto. Marathon will provide Customer with two written notices of any such adjustment in charges.

- iv. **Changes in Capacity, Transmission or Transmission Related Charges, Environmental Attributes, Non-Market Based Rates or POR rates:** Any increase in obligations (net quantity or net price/cost) from the Contracted Capacity, pipeline or transmission construct, Transmission Values, Purchase of Receivables (POR), Environmental Attributes (e.g. RECs, ZECs, ORECs, SRECs, carbon, or any other future environmental related surcharge that may be imposed), Non-Market Based Rates (e.g. Black Start, Reactive Supply & Voltage Control, ISO administration) at the time of this Agreement, specified in Schedule A or B, or in effect at the time of contract consummation, may result in the additional cost being passed through at the prevailing market rate. As such, Marathon reserves the right to pass through to Customer any and all fees, costs, expenses, and charges associated with and/or arising out of any change to Customer's capacity obligation, transmission obligation, pipeline allocation, gas capacity rates, Purchase of Receivable rates, any change in the price or cost of environmental attributes (including zero-emission credits or ZECs), or any changes outside of Marathon's control since the time of contracting. This may result in a change in price. Schedules A and B shall be provided to Customer upon acceptance of this Agreement. Marathon will provide Customer with two written notices of any such adjustment in charges.
- v. **Net Metering:** The Customer must notify Marathon of their generation and net metering equipment, if any, prior to enrollment or, once enrolled with Marathon, the Customer must submit written notification to Marathon at least 60 days prior to installation of net metering equipment. If the Customer fails to provide such notice, Marathon may adjust Customer's supply price or terminate this Agreement upon 30 days' written notice. The PAPUC regulations do not require Marathon to offer net metering service to its customers. Therefore, Marathon reserves the right to terminate a Customer's Agreement upon 30 days' written notice based on the Customer's installation and use of net metering equipment.
6. **Term.** This Agreement shall commence as of the date Customer's notice regarding the change of NGS/EGS is deemed effective by the NGDC/EDC and shall continue for the period of time set forth on the first page of this Agreement (the "Initial Term"). Marathon will provide two written notices to Customer prior to the date upon which the Initial Term of this Agreement will end. If the service start date is delayed for any reason, through no fault of Marathon (blocked account, customer delay, etc.), then the end date may be adjusted to the originally intended service end date. Following Customer's Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Marathon, or if you do not renew your service with Marathon, until terminated either by you or Marathon upon 30 days' advance written notice of termination to the other party. While receiving service on a month-to-month basis, Customer or Marathon may cancel or terminate this Agreement upon 30 days' advance written notice of termination to the other party.
7. **Customer Termination of Agreement:** There is no early termination fee while receiving service from Marathon on a variable price basis. If Customer terminates a Fixed Price Agreement prior to the end of the Initial Term, Customer shall pay Marathon all outstanding gas and/or electric supply charges and other amounts owing to Marathon as well as all reasonable attorneys' fees and expenses incurred by Marathon in connection with Marathon's attempt to collect and recover same. If Customer terminates this Agreement by returning to Customer's NGDC/EDC or switching to another Supplier, the effective date of any such switch from Marathon will be determined by Customer's NGDC/EDC. If Customer terminates this Agreement by returning to Customer's NGDC/EDC or switching to another Supplier, the projected amount of natural gas/electricity to be consumed by Customer for the remainder of the Current Term multiplied by the difference between the Fixed price in effect for the remainder of the Current Term and the price at which Marathon can sell natural gas/electricity. Agreement is based on the energy consumption used in the prior year. A deviation of _____% or more could result in additional fees. See section 5- Pricing.
8. **Marathon's Termination Rights.** The gas and/or electric supply services provided by Marathon to Customer are governed by the Terms of Service of this Agreement. Marathon shall have the right to terminate this Agreement in the event of a Customer's breach of any of the term(s) of the Agreement, including, but not limited to, failure to remit payment as required under this Agreement. Marathon may cancel this Agreement at any time and for any reason. Marathon will provide two written notices prior to the termination of service and provide Customer with the opportunity to remedy the termination condition. A final bill will be rendered within thirty (30) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trueed up subsequent to the final meter reading. Switching to a competitive supplier is not mandatory and Customer has the option of remaining with the NGDC/EDC for basic natural gas supply service or basic electric generation service.
- a. **Material Adverse Changes.** If there is a material adverse change in the business operation or financial condition of Customer and/or creditworthiness of Customer (as determined by Marathon at its discretion), or a material adverse change in the cost to Marathon to continue supplying and/or servicing Customer (as determined by Marathon at its sole discretion), or if Marathon terminates its service offerings in Customer's NGDC/EDC service territory or across Pennsylvania, or if such Customer fails to meet any of its obligations under this Agreement, then in addition to any other remedies Marathon may have, Marathon may terminate this Agreement by providing two written notices to Customer. If Customer's Usage indicates that Customer belongs to a different Customer Class than determined by Marathon at the time of contracting, Marathon shall have the option to drop Customer's supply back to the EDC/NGDC and charge Customer an ETF.
9. **Billing:** Customer's NGDC/EDC or Marathon may send Customer a single bill for both supply and delivery charges ("Consolidated Billing"), or Customer's NGDC/EDC may send a separate bill for Customer's delivery charges and Marathon may send Customer a separate bill for Customer supply and charges ("Dual Billing"). Marathon does not offer budget billing for Marathon's charges. Customer will pay Marathon for natural gas supply service and/or electric generation supply service based on meter readings and consumption information measured by and/or received from Customer's NGDC/EDC ("Billing Quantity"). Marathon will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by the NGDC/EDC and interstate transporters from the Purchase Quantity. Payment for gas and/or electric generation supply service is due on Customer's receipt of the bill(s). Customer shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Marathon within twenty (20) days of the date of the bill at a rate of 1.5% per month or the maximum attorneys' fees and expenses incurred by it in collecting any payment from you. Marathon may delay enforcing its rights and/or accept late payments, partial payments, or partial payments marked to the effect of "payment in full" without losing any of its rights under this Agreement or applicable law. Customer payments remitted for Consolidated Billing that are not in dispute shall be allocated in the following order of priority of payment: (1) to amounts owed to avoid termination, suspension, or disconnection of commodity or delivery service; (2) to amounts owed under a deferred payment agreement; (3) to arrears; and (4) to current charges not associated with a deferred payment agreement. Payments will be pro-rated to the charges within each of the above categories in proportion to Marathon's and the NGDC/EDC's charges in that category. Marathon may assign and sell Customer accounts receivable to the NGDC/EDC. In the event of failure of Customer to remit payment when due, Marathon may terminate commodity service and seek suspension of distribution service; provided, however, that Customer will remain obligated to pay for all natural gas and/or electric generation sold to Customer prior to such termination. Failure by Customer to remit full payment of Marathon charges due on any Consolidated Bill prepared by the NGDC/EDC or Marathon will be grounds for disconnection of utility services in accordance with applicable PA PUC rules and regulations on the termination of service. A \$30.00 fee will be charge for all returned payments.
10. **Agency.**
- **Gas:** Customer hereby designates Marathon as agent to (a) arrange and administer contracts and service arrangements between Customer and Customer's NGDC and between Customer and transporters of Customer's natural gas (including capacity release, re-release and recall arrangements); (b) nominate and schedule with pipeline(s) the transportation of Customer's natural gas supplies from the Sales Point(s) to the Delivery Point(s), and with the NGDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate, if necessary, Customer's natural gas supplies with such supplies of other customers served by Marathon to qualify for NGDC transportation service, and to address and resolve imbalances (if any) that may arise during the term of this Agreement. As Agent of Customer, Marathon will schedule the delivery of supplies of natural gas at the Sales Point(s) necessary to meet the Customer's city gate requirements based on the consumption and other information that Marathon receives from the NGDC. The Sales Point(s) for the natural gas will be a point or points located outside of Pennsylvania selected from time to time by Marathon to assure service reliability. The Delivery Point(s) for the natural gas transported by the interstate pipeline(s) will be the city gate stations of the NGDC. As Customer's agent, Marathon



agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Point(s) to the Delivery Point(s) and from the Delivery Point(s) to the Customer's end-use premises. These services are provided on an arm's-length basis.

- **Electric:** Customer hereby designates Marathon as Customer's agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by Customer's EDC) for the delivery of electric generation. The Sales Point(s) for electric generation will be one or more points on the PJM-administered transmission system (located outside of the jurisdictional limits of the municipality of Customer's service address location), selected from time to time by Marathon to assure service reliability. The Delivery Point(s) for electricity will be one or more points at which Marathon, as Customer's agent, has arranged for the delivery of electric generation to Customer or to a third party (such as Customer's EDC) for Customer's account. These services are provided on an arm's-length basis.

11. Title, Risk of Loss. Title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Marathon to Customer at the Delivery Point(s). Marathon and Customer agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county, or other taxing authority where Customer's service address(es) is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of natural gas or electric generation supply under this Agreement, Customer agrees to pay such tax. Customer and Marathon agree that title to, control of, & risk of loss to the natural gas/electric generation supplied by Marathon under this Agreement will transfer from Marathon to Customer at the Delivery Point(s). Marathon will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to natural gas/electricity provided hereunder.

12. No Warranties. MARATHON MAKES NO REPRESENTATIONS, WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND MARATHON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

13. Force Majeure. Marathon will make commercially reasonable efforts to provide natural gas and/or electricity supply service hereunder, but Marathon does not guarantee a continuous supply of natural gas and/or electric generation to Customer. Certain causes and events out of the control of Marathon ("Force Majeure Events") may result in interruptions in service. Marathon will not be liable for any such interruptions caused by a Force Majeure Event. A Force Majeure Event means a material or unavoidable occurrence beyond Marathon's control and shall include but not be limited to acts of God or public enemy, fire, flood, storm, hurricane, explosion, 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 NGDC/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 Marathon's control.

14. Contact Information. Customer may contact Marathon's Customer Service Center at 1.888.779.7255, Monday to Friday 8:00 a.m. - 4:00 p.m. EST (contact center hours subject to change) or write to Marathon 62-01 34th Avenue, Woodside NY 11377 or email us at customerservice@mecny.com. Marathon's PUC license number is A-2014-2433775.

Customer may contact the EDC/NGDC customer service at:

Electric Distribution Companies	Natural Gas Distribution Companies
Duquesne Light Company: 1-412-393-7100	Philadelphia Gas Works (PGW): 1-215-235-1000
Pennsylvania Power & Light (PPL): 1-800-342-5775	PECO: 1- 800-494-4000
PECO Energy: 1- 800-494-4000	Columbia Gas of PA: 1-888-460-4332
Metropolitan Edison Company (Met-Ed): 1-800-545-7741	Peoples Natural Gas Company: 1-800-764-0111
Pennsylvania Electric Company (Penelec): 1-800-545-7741	UGI Utilities, Inc.: 1-800-276-2722
UGI Utilities, Inc.: 1-800-276-2722	National Fuel Gas: 1-800-365-3234

15. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR MARATHON WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST REVENUES, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, OR ATTORNEY'S FEES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN CUSTOMER AND MARATHON.. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST MARATHON WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM MARATHON, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND MARATHON ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

16. Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions. Any questions or complaints should be directed to Marathon's Customer Service Center. The parties are required to use their best efforts to resolve any disputes that may arise. Any unresolved disputes may be presented to a court of competent jurisdiction in Pennsylvania. During the pendency of any dispute, Customer must pay all bills in full, except for the specific disputed amount, if any. Alternatively, a dispute or complaint may be submitted by either party at any time to the Pennsylvania Public Utility Commission at 400 North Street, Harrisburg, PA 17120; 1-800-692-7380; http://www.puc.state.pa.us/filing_resources/filing_complaints.aspx; or you may contact the Pennsylvania Office of Consumer Advocate; www.oca.state.pa.us. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MARATHON AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY. MARATHON AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. MARATHON AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION. NOTHING IN THIS AGREEMENT SHALL REQUIRE CUSTOMER TO WAIVE ANY RIGHTS CUSTOMER HAS UNDER PENNSYLVANIA OR FEDERAL CONSUMER PROTECTION LAWS.

17. Applicable Laws. This Agreement is subject to all applicable federal, state, and local laws, and the orders, rules, and regulations of the governmental agencies having jurisdiction over the subject matter of this Agreement, including the Pennsylvania Public Utility Commission. This Agreement shall be construed under and shall be governed by the laws of the State of Pennsylvania without regard to the application of its conflicts of law principles. 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 Pennsylvania.

18. Regulatory or Other Changes. Marathon and Customer recognize that a change in any law, rule, regulation, guideline, procedure, tariff, utility, ISO design, ICAP tag, transmission wire or pipeline construct, gas capacity release, formula or formula input, demand charge, transmission value, Environmental Attribute (e.g. RECs, ZECs, carbon), Non-Market Based Rates (e.g. NTAC, SSC&D, Black Start), regulatory structure, or the interpretation or application of any of the foregoing applicable to Marathon or this Agreement by any entity, including but not limited to the EDC/NGDC, Pennsylvania Public Utility Commission, Federal Energy Regulatory Commission, or the PJM Interconnection (each, a "Regulatory Change") could materially impact a term, condition, or provision of this Agreement including, but not limited to, price. Marathon and Customer further recognize that Marathon's ability to perform under this Agreement and/or the financial impact on Marathon of a Regulatory Change that occurred prior to the date the parties executed



this Agreement (the "Execution Date") may not be known until a future date. Accordingly, Marathon retains the right, at its sole discretion, to (i) terminate this Agreement and return the Customer to the EDC/NGDC at the next available meter read date; (ii) modify this Agreement to reflect a Regulatory Change that occurs after the Execution Date, including modifying Customer's price; and/or (iii) pass through to Customer any capital, operating, commodity, or other costs it incurs as a result of a Regulatory Change ("New Costs") that occurred prior to the Execution Date where such: (a) New Costs were unknown or (b) New Costs did not become effective until after the Execution Date. In all cases, Marathon shall provide two written notices to Customer prior to any termination or modification to this Agreement resulting from a Regulatory Change and/or application of any New Costs.

19. Emergency Service. The EDC/NGDC will respond to leaks and emergencies. In the event of leak, service interruption, outage or other emergency, Customer should immediately call EDC/NGDC and emergency personnel at:

Electric Distribution Companies	Natural Gas Distribution Companies
Duquesne Light Company (Duquesne): 1-888-393-7000	Philadelphia Gas Works (PGW): 1-215-235-1212
Metropolitan Edison Company (Met-Ed): 1-888-544-4877	PECO: 1- 800-494-4000
Pennsylvania Electric Company (Penelec): 1-888-544-4877	Columbia Gas of PA: 1-888-460-4332
Pennsylvania Power & Light (PPL): 1-800-342-5775	Peoples Natural Gas Company: 1-800-400-4271
PECO Energy (PECO): 1-800-841-4141	UGI Utilities, Inc.: 1-800-276-2722
UGI Utilities, Inc.: 1-800-276-2722	National Fuel Gas: 1-800-444-3130

20. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Marathon. Marathon may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another entity. Marathon will comply with applicable regulations and will notify Customer in advance of any assignment. This agreement is the entire understanding between Marathon and the customer; no oral statements are effective.

21. Indemnification of Marathon. Customer agrees to indemnify, defend, and hold harmless Marathon for any liability arising out of Customer's use of electricity and/or natural gas supplied by Marathon, including, but not limited to, accidents caused by faulty equipment at Customer's premises.

22. Miscellaneous. This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and Marathon with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. This Agreement will inure to and be binding upon the successors and assignees of the parties. If any provision of the 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. No waiver of any provision of this Agreement shall be construed as a continuing waiver or shall constitute a waiver of any other provision.

23. 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 Marathon's net income, shall be paid by Customer, and Customer agrees to indemnify Marathon and hold Marathon harmless from and against any and all such taxes. 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 Customer is tax exempt, Customer must furnish Marathon with an exemption certificates before services begin.

24. Guaranty. In consideration of the extensions and maintenance of credit from time to time by Marathon, the undersigned Applicant (1) warrants that the representation made herein are true and accurate and agrees to promptly notify Marathon in writing of any change in financial condition that would adversely affect his/her responsibility and (2) for good and valuable consideration, hereby personally, individually, jointly and severally, guarantees payment to Marathon, its successors and its assigns, of all existing and future indebtedness of the Applicant, including service charges together with accrued interest thereon, collections costs and attorneys' fees. This guaranty shall be effective without first requiring Marathon to proceed against any other party, and the undersigned hereby waive(s) notice of acceptance of this guaranty, default and non-payment and consent(s) to waiver, extension or modification of credit terms. This shall be an open and continuing guaranty that may only be revoked upon written notice to Marathon by certified mail, return receipt requested, which revocation shall be effective 10 days after Marathon's receipt of such notice and shall only release the undersigned from liability for indebtedness incurred after the effective date of such revocation.

25. Customer Right of Rescission. Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting Marathon at 1.888.779.7255 or in writing. There is no charge for the Residential Customer for starting or stopping gas or electricity supply service if done within the terms of this rescission period.

26. Contract Execution. Customer may accept all Terms and Conditions set forth above and incorporated herein, and cause this Agreement to be executed by providing Customer's written signature below or by such alternative forms of written, oral, or electronic authorization as identified in 52 Pa. Code § 111.7 or as the PAPUC may permit to initiate retail energy supply service, including an audio recording of a customer agreeing to the switch verbally on a telephone call or an electronic document completed and uploaded to EGS/NGS website or e-mailed to the EGS/NGS by a customer. Such alternative forms of verification shall be treated and deemed enforceable as if Customer had provided an original written signature.

IN WITNESS WHEREOF Customer and Marathon hereby accept all Terms of Service set forth on these pages and incorporated herein and have caused this agreement to be executed:

For Marathon Power LLC:

For Customer:

 Marathon Signature Agent/Broker Name Printed Date Customer's Signature Printed Name & Title Date

Marathon reserves the right to reject any agreement that proves to be unacceptable upon Marathon's Internal Review. Marathon will only notify said customer if the agreement is not accepted.

Office Use Only Legacy ID:	Approved by:	Date:
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