

Stevens & Lee

17 N. Second Street, 16th Floor
Harrisburg, PA 17101
(717) 234-1090
www.stevenslee.com

Direct Dial: (71) 255-7365
Email: michael.gruin@stevenslee.com
Direct Fax: (610) 988-0852

September 13, 2021

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RE: Electric Generation Supplier License Application of Catalyst Power & Gas LLC
Docket No. A-2021-3026905

Dear Secretary Chiavetta:

Attached as supplement to the above-referenced Application please find Catalyst Power & Gas LLC's revised disclosure statements and contract summaries incorporating several revisions requested by the Bureau of Consumer Services.

Thank you, and please feel free to contact me with any questions or concerns.

Best Regards,

STEVENS & LEE



Michael A. Gruin

Enclosures

**CATALYST POWER
PENNSYLVANIA CUSTOMER DISCLOSURE STATEMENT
FIXED PRICE ELECTRICITY SUPPLY CONTRACT SUMMARY**

Electric Generation Supplier Information	Catalyst Power & Gas, LLC, 600 Franklin Ave, #268, Garden City, NY 11530 PA PUC License No. _____ 1-888-789-7250, email at customercare@catalystpower.com You have chosen Catalyst Power & Gas, LLC ("Catalyst Power") as your electric generation supplier. Catalyst Power is not affiliated with your Electric Distribution Company ("EDC"). Catalyst Power is responsible for the electricity generation charges on your bills. These charges will appear on your EDC bills separate and apart from your EDC's distribution charges for delivering your electricity.
Price Structure	This is a Fixed Price Contract.
Electric Generation Supply Price	The price that you will pay per kWh for electricity during the Initial Term of this Agreement will be <RATE> per kWh.
Statement Regarding Savings	Catalyst Power's price for electricity may be higher or lower than the EDC's price in any given month, and there is no guarantee of savings.
Deposit Requirements	None
Incentives/Promotions	<i>To be Determined – This box will be removed if no incentives are offered</i>
Contract Start Date	The Agreement will begin on a date set by your Electric Distribution Company (EDC) after the EDC completes your enrollment with Catalyst Power & Gas, LLC.
Contract Duration/Length	The Initial Term of this Agreement is ___ Billing Cycles, starting with the first month that you receive service from Catalyst Power.
Cancellation/Early Termination Fee	If Customer terminates prior to the end of the Initial Term, an Early Termination Fee ("ETF") of \$10 for each month remaining in the Initial Term will be charged. For residential customers, the ETF will be no greater than \$100 if the remaining term is less than 12 months, and \$200 if the remaining term is more than 12 months
End of Contract/Renewal Terms	If you have a fixed duration contract that will be ending, or whenever Catalyst Power wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.
Right of Rescission	Customer may rescind this Agreement with no termination fee by calling Catalyst Power at 1-888-789-7250 at any time before midnight of the third business day after receiving this disclosure statement

{CUSTOMER NAME}

Catalyst Power & Gas, LLC

By:
Title:
Date:

By:
Title:
Date:

Schedule A

Catalyst Power has no obligation to enroll or supply electricity to any account(s) that are not identified below.

Please verify that your specific information is COMPLETE and ACCURATE.

Utility	Account Number / POD ID	Service Address	Requested Flow Start Month	Annual Usage (kWh)

Account(s) listed in the schedule may be updated or replaced with a new account number issued by the utility for the above listed service address(es).

{CUSTOMER NAME}

Catalyst Power & Gas, LLC

By:
Title:
Date:

By:
Title:

CATALYST POWER & GAS, LLC
Fixed Price Electricity Supply Disclosure Statement

Background

This is an agreement between Catalyst Power & Gas, LLC (“Catalyst Power”), an independent energy supplier, and the undersigned customer (“Customer”) under which Customer shall obtain electric generation supply service and begin enrollment with Catalyst Power (the “Agreement”). Catalyst Power is licensed by the Pennsylvania Public Utility Commission to offer and supply electricity generation services in Pennsylvania. Our PUC license number for electricity generation supply is [REDACTED].

Your electricity generation prices and charges will be set by Catalyst Power. The Federal Energy Regulatory Commission regulates electricity transmission prices and services. The Public Utility Commission regulates electricity distribution prices and services.

You will receive a single bill from your Electric Distribution Company (EDC) that will contain the EDC’s charges and Catalyst Power’s charges for electricity supply. Your EDC will continue to provide all emergency repairs and services. Catalyst Power is not affiliated with and does not represent your EDC.

Right of Rescission. You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Catalyst Power at 1-888-789-7250 or by email customer@catalystpower.com.

Definitions: Generation Charge - The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier. Transmission Charge - The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply. Non-Basic Charges – Not applicable to Catalyst Power.

1. **Agreement to Sell and Purchase Energy.** Subject to the terms and conditions of this Agreement, Catalyst Power agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Catalyst Power necessary to meet Customer’s requirements based upon consumption data obtained by Catalyst Power or the delivery schedule of the EDC. Catalyst Power is not affiliated with and does not represent the EDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Catalyst Power or the EDC’s delivery schedule. The EDC will continue to deliver the electricity supplied by Catalyst Power.
2. **Term.** The Initial Term of this Agreement will begin when you buy your electricity supply service for the above account(s) from Catalyst Power on the date set by your EDC, and it will continue for **XX** months (“the Initial Term”).
3. **Pricing. This is a Fixed Price Contract.** The price that you will pay per kWh for electricity generation supply is set forth on your Contract Summary. Your Catalyst Power price may be higher or lower than the EDC’s price in any particular month, and there is no guarantee of savings. Your price includes estimated total state taxes, but excludes Pennsylvania sales tax, if applicable.

Catalyst Power may assign and sell Customer accounts receivable to the EDC. Failure by a customer to make full payment of Catalyst Power charges due on any consolidated bill prepared by the EDC for Catalyst Power will be grounds for disconnection of utility services in accordance with PA PUC rules and regulations on the termination of service to residential customers. Your EDC maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission’s regulations.

4. **Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Catalyst Power. Catalyst Power 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 energy supplier, energy services company or other entity as authorized by the PA PUC.
5. **Information Release Authorization.** Customer authorizes Catalyst Power to obtain and review information regarding Customer’s credit history from credit reporting agencies and standard information that is made available to suppliers from your EDC. This information may be used by Catalyst Power 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. Catalyst Power will maintain the confidentiality of the customer’s personal information including name, address, phone number, usage, and payment history as required by applicable PUC regulations and Federal and State law. Catalyst Power will not release the customer’s private confidential information to a third party without the customer’s express consent. 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 Catalyst Power or by calling Catalyst Power at 1-888-789-7250. Catalyst Power reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

6. **Cancellation.** A residential customer may cancel this Agreement at any time by contacting Catalyst Power at 1-888-789-7250 or by email at customer@catalystpower.com. If you cancel this agreement you will owe us for amounts unpaid up to the date of cancellation. Catalyst Power may cancel this agreement at any time upon providing 30 days advance written notice

to Customer. Common reasons for Catalyst Power to cancel this agreement would include: Non-Payment – If your electricity service is terminated by your EDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of termination by your EDC. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

7. Penalties, Fees and Exceptions. If Customer terminates prior to the end of the Initial Term, an ETF of \$10 for each month remaining in the Initial Term will be charged. For residential customers, the ETF will be no greater than \$100 if the remaining term is less than 12 months, and \$200 if the remaining term is more than 12 months.

8. Agreement Expiration/Change in Terms. If you have a fixed duration contract that will be ending, or whenever Catalyst Power wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the changes become effective. These notifications will explain your options. Unless another option is chosen, upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis (the "Renewal Period") with no early termination fee under a variable rate. Customer will not be subject to a penalty of fee if the customer terminates the contract at any time between the date the options notice is issued and the expiration of the contract.

9. Final Bill. Customer acknowledges that in the event of a cancellation of this Agreement it may take several billing cycles for Customer to return to the EDC or another supplier for supply service. Customer is liable for all Catalyst Power charges until Customer returns to the EDC or goes to another supplier. A final bill will be rendered by the EDC 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 tried up subsequent to the final meter reading.

10. Agency-Electric: Customer hereby designates Catalyst Power as agent to; (a) arrange and administer contracts and service agreements between Customer and Catalyst Power and those entities including the PJM Interconnection engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Catalyst Power 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 Delivery Points for the electricity will be a point at the PJM Catalyst Power 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 rate noted above.

11. Title. Customer and Catalyst Power agree that title to, control of, and risk of loss to the electricity supplied by Catalyst Power under this Agreement will transfer from Catalyst Power to Customer at the Delivery Point(s).

12. Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Catalyst Power. Catalyst Power makes no representations or warranties other than those expressly set forth in this Agreement, and Catalyst Power expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

13. Dispute Procedures. In the event of a billing dispute or a disagreement involving Catalyst Power's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Catalyst Power by telephone or in writing, as provided below. If you are not satisfied after discussing your terms with us you may contact the Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at 400 North Street, Harrisburg, PA 17120.

14. Contact Information:

Catalyst Power Contact Information: Customer may contact Catalyst Power's Customer Service Center at 1-888-789-7250, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Catalyst Power at: 600 Franklin Ave, #268, Garden City, NY 11530 or email at customercare@catalystpower.com.

Public Utility Commission, 400 North Street, Harrisburg, PA 17120, Phone: 1-800-692-7380

Information about shopping for an electric supplier is available at www.PaPowerSwitch.com, or other successor media platform as determined by the Commission, by calling the Commission at 800-692-7380, and the Office of Consumer Advocate at (800) 684-6560 or www.oca.state.pa.us.

15. Force Majeure. Catalyst Power will make commercially reasonable efforts to provide electricity hereunder but Catalyst Power does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Catalyst Power ("Force Majeure Events") may result in interruptions in service. Catalyst Power will not be liable for any such interruptions caused by a Force Majeure Event, and Catalyst Power is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, inability to access the local distribution utility system, non-performance by the EDC (including, but not limited to, a facility outage on electric facilities), or any other cause beyond Catalyst Power control.

16. Liability. The remedy in any claim or suit by Customer against Catalyst Power will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately

preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Catalyst Power or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

17. **Arbitration. ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF PENNSYLVANIA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.**

18. **Choice of Laws.** Venue for any action brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Pennsylvania. 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.

19. **Taxes and Laws.** 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 Catalyst Power's net income, shall be paid by Customer, and Customer agrees to indemnify Catalyst Power and hold Catalyst Power 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 impacts any term, condition or provision of this Agreement including, but not limited to rate, Catalyst Power shall have the right to modify this Agreement, with the customer's consent for any term other than rate, to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

21. **Energy Credits and Subsidies.** Notwithstanding anything to the contrary, to the extent Catalyst Power is obligated as a result of new requirements to purchase additional Renewable Energy Credits, Zero Emissions Credits, or other federal, state, or locally mandated credits, taxes, or subsidies to support the development and/or maintenance of renewable or zero carbon resources, such costs will be automatically passed through to the Customer and incorporated into the rate. Customer understands and acknowledges that such costs are subject to change at any time and are outside of Catalyst Power's control.

22. **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.

23. **Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

In Witness Whereof, the Parties hereto, intending to be legally bound hereby have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done on the Effective Date set forth on the disclosure statement.

**CATALYST POWER
PENNSYLVANIA CUSTOMER DISCLOSURE STATEMENT
VARIABLE PRICE ELECTRICITY SUPPLY CONTRACT SUMMARY**

Electric Generation Supplier Information	Catalyst Power & Gas, LLC, 600 Franklin Ave, #268, Garden City, NY 11530 PA PUC License No. _____ 1-888-789-7250, email at customercare@catalystpower.com You have chosen Catalyst Power & Gas, LLC ("Catalyst Power") as your electric generation supplier. Catalyst Power is not affiliated with your Electric Distribution Company ("EDC"). Catalyst Power is responsible for the electricity generation charges on your bills. These charges will appear on your EDC bills separate and apart from your EDC's distribution charges for delivering your electricity.
Price Structure	This is a Variable Price Contract. The price that you will pay per kWh for electricity generation supply may vary from month-to-month based on the following factors: Catalyst Power's actual and estimated costs of obtaining wholesale electricity supply from PJM Interconnection, LLC or any other sources, including but not limited to prior period adjustments, capacity, inventory and balancing costs, transportation and transmission costs incurred by Catalyst Power, line losses, the costs of acquiring renewable energy and zero emissions credits, utility fees, and other market and business related factors such as administrative costs, expenses, and margins.
Electric Generation Supply Price	Your electric supply price for your first billing cycle with Catalyst Power will be \$0.____ per kWh Thereafter, your price will vary month-to-month based on the factors described above.
Statement Regarding Savings	Catalyst Power's price for electricity may be higher or lower than the EDC's price in any given month, and there is no guarantee of savings.
Deposit Requirements	None
Incentives/Promotions	<i>To be Determined - This box will be removed if no incentives are offered</i>
Contract Start Date	The Agreement will begin on a date set by your Electric Distribution Company (EDC) after the EDC completes your enrollment with Catalyst Power & Gas, LLC.
Contract Duration/Length	Month-to-Month. This Agreement will start the first month that you receive service from Catalyst Power and will continue until cancelled by either party.
Cancellation/Early Termination Fee	There is no early termination fee for this Agreement
End of Contract/Renewal Terms	Whenever Catalyst Power wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.
Right of Rescission	Customer may rescind this Agreement with no termination fee by calling Catalyst Power at 1-888-789-7250 at any time before midnight of the third business day after receiving this disclosure statement

{CUSTOMER NAME}

Catalyst Power & Gas, LLC

By:
Title:
Date:

By:
Title:
Date:

Schedule A

Catalyst Power has no obligation to enroll or supply electricity to any account(s) that are not identified below.

Please verify that your specific information is COMPLETE and ACCURATE.

Utility	Account Number / POD ID	Service Address	Requested Flow Start Month	Annual Usage (kWh)

Account(s) listed in the schedule may be updated or replaced with a new account number issued by the utility for the above listed service address(es).

{CUSTOMER NAME}

Catalyst Power & Gas, LLC

By:
Title:
Date:

By:
Title:

CATALYST POWER & GAS, LLC
Variable Price Electricity Supply Disclosure Statement

Background

This is an agreement between Catalyst Power & Gas, LLC (“Catalyst Power”), an independent energy supplier, and the undersigned customer (“Customer”) under which Customer shall obtain electric generation supply service and begin enrollment with Catalyst Power (the “Agreement”). Catalyst Power is licensed by the Pennsylvania Public Utility Commission to offer and supply electricity generation services in Pennsylvania. Our PUC license number for electricity generation supply is [REDACTED]

Your electricity generation prices and charges will be set by Catalyst Power. The Federal Energy Regulatory Commission regulates electricity transmission prices and services. The Public Utility Commission regulates electricity distribution prices and services.

You will receive a single bill from your Electric Distribution Company (EDC) that will contain the EDC’s charges and Catalyst Power’s charges for electricity supply. Your EDC will continue to provide all emergency repairs and services. Catalyst Power is not affiliated with and does not represent your EDC.

Right of Rescission. You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Catalyst Power at 1-888-789-7250 or by email customer@catalystpower.com.

Definitions: Generation Charge - The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier. Transmission Charge - The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply. Non-Basic Charges – Not applicable to Catalyst Power.

1. **Agreement to Sell and Purchase Energy.** Subject to the terms and conditions of this Agreement, Catalyst Power agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Catalyst Power necessary to meet Customer’s requirements based upon consumption data obtained by Catalyst Power or the delivery schedule of the EDC. Catalyst Power is not affiliated with and does not represent the EDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Catalyst Power or the EDC’s delivery schedule. The EDC will continue to deliver the electricity supplied by Catalyst Power.
2. **Term.** This is a Month-to-Month Agreement. The Agreement will begin on a date set by your Electric Distribution Company (EDC) after the EDC completes your enrollment with Catalyst Power & Gas, LLC and shall continue until cancelled by either party. Unless otherwise agreed to, this Agreement will automatically renew on a month-to-month basis under the same terms and conditions. While receiving service on a month-to-month basis, Customer may cancel this Agreement at any time.
3. **Pricing. This is a Variable Price Contract.** The price that you will pay per kWh for electricity generation supply may vary from month-to-month based on the following factors: Catalyst Power’s actual and estimated costs of obtaining wholesale electricity supply from PJM Interconnection or any other sources, including but not limited to prior period adjustments, capacity, inventory and balancing costs, transportation and transmission costs incurred by Catalyst Power, line losses, the costs of acquiring renewable energy and zero emissions credits, utility fees, and other market and business related factors such as administrative costs, expenses, and margins. There is no limit on the amount that your price can decrease or increase from month-to-month. Your Catalyst Power price may be higher or lower than the EDC’s price in any particular month, and there is no maximum price. Your price includes estimated total state taxes, but excludes Pennsylvania sales tax, if applicable. Customers will know the price per unit for electricity at the time of billing. Customers can call Catalyst Power at 1-888-789-7250 or visit our website at www.catalystpower.com for current variable pricing and the previous 24 months’ average billed historical prices (or as many months of data as is available to date, up to 24 months). *Please note that historical prices are not indicative of present or future pricing.* There is no early termination fee for this Agreement.

Catalyst Power may assign and sell Customer accounts receivable to the EDC. Failure by a customer to make full payment of Catalyst Power charges due on any consolidated bill prepared by the EDC for Catalyst Power will be grounds for disconnection of utility services in accordance with PA PUC rules and regulations on the termination of service to residential customers. Your EDC maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission’s regulations.

4. **Starting Price-**The starting price for electricity generation is set forth on your Contract Summary page, and this price will apply to your first month of service from Catalyst Power.
5. **Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Catalyst Power. Catalyst Power 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 energy supplier, energy services company or other entity as authorized by the PA PUC.
6. **Information Release Authorization.** Customer authorizes Catalyst Power to obtain and review information regarding Customer’s credit history from credit reporting agencies and standard information that is made available to

suppliers from your EDC. This information may be used by Catalyst Power 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. Catalyst Power will maintain the confidentiality of the customer's personal information including name, address, phone number, usage, and payment history as required by applicable PUC regulations and Federal and State law. Catalyst Power will not release the customer's private confidential information to a third party without the customer's express consent. 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 Catalyst Power or by calling Catalyst Power at 1-888-789-7250. Catalyst Power reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

7. **Cancellation.** A residential customer may cancel this Agreement at any time by contacting Catalyst Power at 1-888-789-7250 or by email at customercare@catalystpower.com. There is no fee for cancelling this Agreement, however, if you cancel this agreement you will owe us for amounts unpaid up to the date of cancellation. Catalyst Power may cancel this agreement upon providing 30 days' advance written notice to Customer. Common reasons for Catalyst Power to cancel this agreement would include: Non-Payment – If your electricity service is terminated by your EDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of termination by your EDC. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. **There is no early termination fee associated with this agreement.**

8. **Agreement Expiration/Change in Terms.** Whenever Catalyst Power wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options. Customer will not be subject to a penalty or fee if the customer terminates the contract at any time between the date the options notice is issued and the expiration of the contract.

9. **Final Bill.** Customer acknowledges that in the event of a cancellation of this Agreement it may take several billing cycles for Customer to return to the EDC or another supplier for supply service. Customer is liable for all Catalyst Power charges until Customer returns to the EDC or goes to another supplier. A final bill will be rendered by the EDC 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 trued up subsequent to the final meter reading.

10. **Agency-Electric:** Customer hereby designates Catalyst Power as agent to; (a) arrange and administer contracts and service agreements between Customer and Catalyst Power and those entities including the PJM Interconnection engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Catalyst Power 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 Delivery Points for the electricity will be a point at the PJM Catalyst Power 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 rate noted above.

11. **Title.** Customer and Catalyst Power agree that title to, control of, and risk of loss to the electricity supplied by Catalyst Power under this Agreement will transfer from Catalyst Power to Customer at the Delivery Point(s).

12. **Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Catalyst Power. Catalyst Power makes no representations or warranties other than those expressly set forth in this Agreement, and Catalyst Power expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

13. **Dispute Procedures.** In the event of a billing dispute or a disagreement involving Catalyst Power's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Catalyst Power by telephone or in writing, as provided below. If you are not satisfied after discussing your terms with us you may contact the Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at 400 North Street, Harrisburg, PA 17120.

14. **Contact Information:**

Catalyst Power Contact Information: Customer may contact Catalyst Power's Customer Service Center at 1-888-789-7250, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Catalyst Power at: 600 Franklin Ave, #268, Garden City, NY 11530 or email at customercare@catalystpower.com.

Public Utility Commission, 400 North Street, Harrisburg, PA 17120, Phone: 1-800-692-7380

Information about shopping for an electric supplier is available at www.PaPowerSwitch.com, or other successor media platform as determined by the Commission, by calling the Commission at 800-692-7380, and the Office of Consumer Advocate at (800) 684-6560 or www.oca.state.pa.us.

15. **Force Majeure.** Catalyst Power will make commercially reasonable efforts to provide electricity hereunder but Catalyst Power does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Catalyst Power ("Force Majeure Events") may result in interruptions in service. Catalyst Power will not be liable for any such interruptions caused by a Force Majeure Event, and Catalyst Power is not and shall not be liable for

damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, inability to access the local distribution utility system, non-performance by the EDC (including, but not limited to, a facility outage on electric facilities), or any other cause beyond Catalyst Power control.

16. **Liability.** The remedy in any claim or suit by Customer against Catalyst Power will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Catalyst Power or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

17. **Arbitration.** ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF PENNSYLVANIA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

18. **Choice of Laws.** Venue for any action brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Pennsylvania. 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.

19. **Taxes and Laws.** 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 Catalyst Power's net income, shall be paid by Customer, and Customer agrees to indemnify Catalyst Power and hold Catalyst Power 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 impacts any term, condition or provision of this Agreement including, but not limited to rate, Catalyst Power shall have the right to modify this Agreement, with the customer's consent for any term other than rate, to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

21. **Energy Credits and Subsidies.** Notwithstanding anything to the contrary, to the extent Catalyst Power is obligated as a result of new requirements to purchase additional Renewable Energy Credits, Zero Emissions Credits, or other federal, state, or locally mandated credits, taxes, or subsidies to support the development and/or maintenance of renewable or zero carbon resources, such costs will be automatically passed through to the Customer and incorporated into the rate. Customer understands and acknowledges that such costs are subject to change at any time and are outside of Catalyst Power's control.

22. **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.

23. **Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

In Witness Whereof, the Parties hereto, intending to be legally bound hereby have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done on the Effective Date set forth on the disclosure statement.